
AGENDA
OMAK CITY COUNCIL MEETING
Monday, August 19, 2024 – 7:00 PM

A. CALL TO ORDER

B. CITIZEN COMMENTS

C. CORRESPONDENCE AND MAYOR'S REPORT

D. CONSENT AGENDA

1. Approval of Minutes from August 6, 2024
2. Approval of 2024 Claims, July 2024 Manual Checks and Payroll

E. OLD BUSINESS

1. Park Use Request from Nancy Joe – Fundraiser in Triangle Park

F. NEW BUSINESS

1. Res. 58-2024 – Accepting Contract for the Omak Skatepark Project as Complete
2. Res. 59-2024 – Approve Central Street Sewer Design
3. Res. 60-2024 – Aprv Contract for Engineering Srvcs – North Taxiway “A” Rebid

G. OTHER BUSINESS

1. Council Committee Reports
2. Staff Reports



Eastside Park

Triangle Park

Requesters Name

Nancy Joe

Company Name (if applicable)

Requesters Email

[REDACTED]

Requesters Phone

[REDACTED]

Event Information:

Event Name

Fundraiser for Doc Walker and hay drive

Approx Number of people Attending

100

Date Requested

September 28 2024

Time of Event

Start:

9am

End:

5pm

Special Accommodations:

Will you be selling any items: Yes/No

Yes

If you are wanting to sell any items you must first have approval from City Council and a valid Peddlers Permit. This process can take some time to complete and must started a minimum of 30 day prior to the event.

Will there be amplified Sound at your event? Yes/No

No

Amplified Sound meaning bullhorns, bands, large speaker systems, or the like. It does not include small sound systems such as personal bluetooth speakers to listen to music that would not be disturbing to others

in the park. The City of Omak does enforce a noise ordinance. City Ordinances can be found on our home page under the "Omak Municipal Code" tab.

Will you be inviting the public: Yes/No

Yes

Inviting the public means to have an open invitation for anyone to attend. This does NOT include private events such as a family reunion, friends gathering for a BBQ, Employee picnic (when families aren't invited), birthday parties, ect.

Bouncy House Use in City Parks:

Bouncy houses of any kind are NOT allowed within Omak City Parks and you will not have one at your event.

Requests or Concerns:

Did you purchase tables on CampLife? Yes/No

No

Additional Requests or Concerns:

HOLD HARMLESS AGREEMENT

The applicant or user agrees to indemnify and hold harmless the City of Omak, it's appointed and elected officials and employees while acting within the scope of their duties as such, from and against all claims, demands, loss, liability of any kind and character, including costs of defense, arising out of or in any way connected with the applicant or user's use of the facilities or property specified in this agreement. By signing and dating below you are agreeing to these terms.

Signature: nancy Joe
nancy Joe

Date: 07/18/2024 1:52 PM

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: August 19, 2024

Subject: Res. 58-2024 Accepting the Omak Skate Park Project as complete.

The attached Resolution **A RESOLUTION OF THE OMAK CITY COUNCIL ACCEPTING THE CONTRACT FOR THE OMAK SKATE PARK PROJECT G&O #23843.00 AS COMPLETE**, is forwarded for your consideration.

The Omak Skate Park Project was awarded August 21, 2023, by Resolution 71-2023

Grindline Skateparks, Inc has finished the project and it has been functioning as designed.

Gray & Osborne, Inc has reviewed and recommends the city accept the project as complete and finalize closeout of the project.

I support this Resolution and recommend its approval.

RESOLUTION NO. 58-2024

A RESOLUTION OF THE OMAK CITY COUNCIL ACCEPTING THE CONTRACT FOR THE OMAK SKATE PARK PROJECT G&O #23843.00 AS COMPLETE

WHEREAS, the City of Omak awarded a contract for the construction of the Omak Skate Park Project to Grindline Skateparks, Inc by the passage of Resolution No. 71-2023; and

WHEREAS, the project was determined to be physically complete on July 28, 2024; and

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

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

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Omak that the Omak Skate Park Project with Grindline Skateparks, Inc is hereby accepted as complete, and the Mayor is authorized and directed to take all necessary actions to close out the project.

PASSED AND APPROVED this _____ day of _____, 2024.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney



August 5, 2024

Mr. Todd McDaniel
Administrator
City of Omak
2 North Ash Street
Omak, Washington 98841

**SUBJECT: FINAL PROGRESS ESTIMATE 5, PROJECT ACCEPTANCE, AND
RELEASE OF RETAINAGE; OMAK SKATEPARK
CITY OF OMAK, OKANOGAN COUNTY, WASHINGTON
G&O #23843.00**

Dear Mr. McDaniel:

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

1. FINAL PROGRESS ESTIMATE

We have enclosed the signed Final Contract Voucher and two copies of Progress Estimate 5, which is the final progress estimate for this project. One progress estimate is for the City's files and the other copy should be forwarded to the contractor with the payment. The amount due the contractor and the amount to be deposited in the retainage account are as follows:

<u>Payment to Contractor</u>	<u>Amount to be Deposited in Retainage Account</u>	<u>Total Amount Earned this Period</u>
\$5,446.25	\$250.00	\$5,696.25

2. PROJECT COMPLETION ACCEPTANCE

The project has been completed in compliance with the Contract, with the exception of the contractor submitting Affidavits of Wages Paid for all subcontractors on the project. After the contractor has submitted documentation that all required Affidavits of Wages Paid forms have been submitted to the Department of Labor and Industries, we



Mr. Todd McDaniel
 August 5, 2024
 Page 2

recommend the City accept the project as complete and submit the “Notice of Completion of Public Works Contract” form online via the Awarding Agency Portal (<https://lni.wa.gov/licensing-permits/public-works-projects/awarding-agencies/awarding-agency-portal>).

Note that the form will not be available if the prime contractor has not filed their affidavit or if it is still pending approval by the Department of Labor and Industries. The following data is provided to assist with the form submittal:

		Date Work Completed June 28, 2024	Date Work Accepted Click to enter date.
Is this a Federally Funded Transportation Project?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, attach the Contract Bond Statement
Have Subcontractors been used?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, complete Addendum A
<input type="checkbox"/> Contract/Payment Bond Waived?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Retainage Bond	Waived? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Detailed Description of Work Completed			
Construction of skateboard park in Omak Eastside Park.			
DOR Tax Information			
Contract Amount	\$478,767.69	Liquidated Damages	\$0
Additions (+)	\$0	Amount Disbursed	\$485,693.73
Reductions (-)	\$10,500.00	Amount Retained	\$22,298.47
Subtotal	\$468,267.69	Other	\$0
Sales Tax Amount	\$6,573.93 + 33,150.57	Sales Tax Rate	8.4/8.5
Total	\$507,992.20	Total	\$507,992.20
Both totals must be equal – If multiple sales tax rates, attach a list			

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

3. RELEASE OF RETAINAGE

We have also enclosed two copies of the release of retainage progress estimate for this project. One progress estimate is for the City’s files and the other copy should be forwarded to the contractor with the payment. The retainage should be released to the contractor contingent upon the following requirements being fulfilled:

1. Sixty days have elapsed since the Contract Completion Date.
2. The City receives the Washington State Department of Revenue “Certificate of Payment of State Excise Taxes by Public Works Contractor” (RCW 60.28).
3. The City receives the “Certificate of Payment of Contribution Penalties and Interest on Public Works Contract” from the Washington State Employment Security Department.



Mr. Todd McDaniel
August 5, 2024
Page 3

4. There are no claims or liens filed for labor and materials furnished on this Contract.
5. The City receives notification from the Washington State Department of Labor and Industries that the contractor and their subcontractors are current with payments of industrial insurance and medical aid premiums.

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

Sincerely,

GRAY & OSBORNE, INC.

David G. Ellis, P.E.

DGE/js
Encl.
By email

cc: Mr. James Klinedinst, Senior Project Manager, Grindline Skateparks, Inc.
Mr. Wayne Beetchenow, Public Works Director, City of Omak

FINAL PROGRESS ESTIMATE 5

JULY 9, 2024

CITY OF OMAK
OKANOGAN COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
JUNE 22, 2024 TO JUNE 28, 2024

PROJECT:
CITY OF OMAK
OMAK SKATEPARK
G&O JOB NUMBER #23843.00

CONTRACTOR:
GRINDLINE SKATEPARKS, INC.
4619 14TH AVENUE SOUTHWEST
SEATTLE, WASHINGTON 98106

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
1	Mobilization and Demobilization	1 LS	\$20,000.00	25.00%	100.00%	\$5,000.00	\$20,000.00	100%
2	Minor Change	1 CALC	\$10,000.00	0.00%	0.00%	\$0.00	\$0.00	0%
3	Omak Skatepark	1 LS	\$425,969.23	0.00%	100.00%	\$0.00	\$425,969.23	100%

		PROJECT COSTS	
		AMOUNT THIS PERIOD	AMOUNT TO DATE
SUBTOTAL EARNED TO DATE		\$5,000.00	\$445,969.23
TERO FEE		5.00%	\$22,298.47
SALES TAX		8.40%	\$6,573.93
SALES TAX (EFFECTIVE APRIL 1, 2024)		8.50%	\$33,150.57
MATERIALS ON HAND		\$0.00	\$0.00
TOTAL		\$5,696.25	\$507,992.20
LESS 5% RETAINED (BEFORE TAX)		\$250.00	\$22,298.47
TOTAL EARNED TO DATE LESS RETAINAGE			\$485,693.73
LESS AMOUNTS PREVIOUSLY PAID			
PROGRESS ESTIMATE 1			\$81,108.26
PROGRESS ESTIMATE 2			\$262,941.42
PROGRESS ESTIMATE 3			\$97,454.87
PROGRESS ESTIMATE 4			\$38,742.93

TOTAL PAYMENT NOW DUE: \$5,446.25 \$5,446.25

ORIGINAL CONTRACT AMOUNT (WITHOUT TAX) \$455,969.23
CONTRACT PERCENTAGE TO DATE 98%

FINAL PROGRESS ESTIMATE 5
JULY 9, 2024

CITY OF OMAK
 OKANOGAN COUNTY
 WASHINGTON

PROGRESS ESTIMATE PERIOD
 JUNE 22, 2024 TO JUNE 28, 2024

PROJECT:
 CITY OF OMAK
 OMAK SKATEPARK
 G&O JOB NUMBER #23843.00

CONTRACTOR:
 GRINDLINE SKATEPARKS, INC.
 4619 14TH AVENUE SOUTHWEST
 SEATTLE, WASHINGTON 98106

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

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

GRAY & OSBORNE, INC.



DAVID ELLIS, P.E.

GRINDLINE SKATEPARKS, INC.



CONTRACTOR'S REPRESENTATIVE

SUMMARY AND DISTRIBUTION OF PAYMENTS

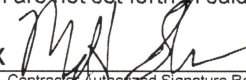
PAY EST NO.	PROGRESS ESTIMATE PERIOD DATES	TOTAL EARNED PER PERIOD		SALES TAX AMOUNT		MATERIALS ON HAND	RETAINAGE (5%)	TOTAL PAYMENT
			TERO FEE					
1	MARCH 4, 2024 TO MARCH 31, 2024	\$74,534.33	\$3,726.72	\$6,573.93	\$0.00	\$3,726.72	\$81,108.26	
2	APRIL 1, 2024 TO APRIL 26, 2024	\$241,396.76	\$12,069.84	\$21,544.66	\$0.00	\$12,069.84	\$262,941.42	
3	APRIL 27, 2024 TO MAY 24, 2024	\$89,469.70	\$4,473.49	\$7,985.17	\$0.00	\$4,473.49	\$97,454.87	
4	MAY 25, 2024 TO JUNE 21, 2024	\$35,568.44	\$1,778.42	\$3,174.49	\$0.00	\$1,778.42	\$38,742.93	
5	JUNE 22, 2024 TO JUNE 28, 2024	\$5,000.00	\$250.00	\$446.25	\$0.00	\$250.00	\$5,446.25	
TOTAL:		\$445,969.23	\$22,298.47	\$39,724.50	\$0.00	\$22,298.47	\$485,693.73	

Final Contract Voucher Certificate

Contractor Grindeline Skateparks, Inc.			
Street Address 4619 14th Avenue SW			
City Seattle	State WA	Zip 98106	Date July 9, 2024
Project Number (Owner) 23843			
Job Description (Title) Omak Skatepark			
Date Work Physically Completed June 28, 2024		Final Amount (including Sales Tax) \$507,992.20	


Contractor's Certification

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

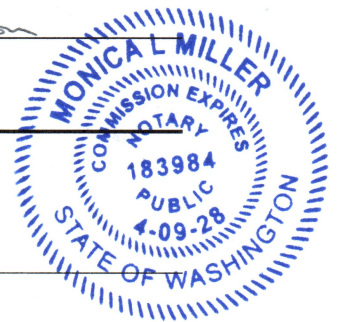

 Contractor Authorized Signature Required

Matt Fluegge
 Type Signature Name

Subscribed and sworn to before me this 2nd day of August 2024


 Notary Public in and for the State of Washington

Residing at Seattle, WA



City of Omak Certification

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

 Project Engineer
 _____ City of Omak

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

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

RELEASE OF RETAINAGE PROGRESS ESTIMATE 6
AUGUST 5, 2024

CITY OF OMAK
 OKANOGAN COUNTY
 WASHINGTON

PROJECT:
 CITY OF OMAK
 OMAK SKATEPARK
 G&O JOB NUMBER #23843.00

CONTRACTOR:
 GRINDLINE SKATEPARKS, INC.
 4619 14TH AVENUE SOUTHWEST
 SEATTLE, WASHINGTON 98106

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY	
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD		AMOUNT TO DATE
1	Mobilization and Demobilization	1	LS	\$20,000.00	0.00%	100.00%	\$0.00	\$20,000.00	100%
2	Minor Change	1	CALC	\$10,000.00	0.00%	0.00%	\$0.00	\$0.00	0%
3	Omak Skatepark	1	LS	\$425,969.23	0.00%	100.00%	\$0.00	\$425,969.23	100%

		PROJECT COSTS	
		AMOUNT THIS PERIOD	AMOUNT TO DATE
SUBTOTAL EARNED TO DATE		\$0.00	\$445,969.23
TERO FEE		5.00%	\$0.00
SALES TAX		8.40%	\$6,573.93
SALES TAX (EFFECTIVE APRIL 1, 2024)		8.50%	\$33,150.57
MATERIALS ON HAND		\$0.00	\$0.00
TOTAL		\$0.00	\$507,992.20
LESS 5% RETAINED (BEFORE TAX)		(\$22,298.47)	\$0.00
TOTAL EARNED TO DATE LESS RETAINAGE			\$507,992.20
<u>LESS AMOUNTS PREVIOUSLY PAID</u>			
PROGRESS ESTIMATE 1			\$81,108.26
PROGRESS ESTIMATE 2			\$262,941.42
PROGRESS ESTIMATE 3			\$97,454.87
PROGRESS ESTIMATE 4			\$38,742.93
PROGRESS ESTIMATE 5			\$5,446.25
TOTAL PAYMENT NOW DUE:		\$22,298.47	\$22,298.47

ORIGINAL CONTRACT AMOUNT (WITHOUT TAX) \$455,969.23
CONTRACT PERCENTAGE TO DATE 98%

RELEASE OF RETAINAGE PROGRESS ESTIMATE 6
AUGUST 5, 2024

CITY OF OMAK
 OKANOGAN COUNTY
 WASHINGTON

PROJECT:
 CITY OF OMAK
 OMAK SKATEPARK
 G&O JOB NUMBER #23843.00

CONTRACTOR:
 GRINDLINE SKATEPARKS, INC.
 4619 14TH AVENUE SOUTHWEST
 SEATTLE, WASHINGTON 98106

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

GRAY & OSBORNE, INC.



DAVID ELLIS, P.E.

SUMMARY AND DISTRIBUTION OF PAYMENTS

PAY EST NO.	PROGRESS ESTIMATE PERIOD DATES	TOTAL EARNED PER PERIOD		SALES TAX AMOUNT		MATERIALS ON HAND	RETAINAGE (5%)	TOTAL PAYMENT
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4	MAY 25, 2024 TO JUNE 21, 2024	\$35,568.44	\$1,778.42	\$3,174.49		\$0.00	\$1,778.42	\$38,742.93
5	JUNE 22, 2024 TO JUNE 28, 2024	\$5,000.00	\$250.00	\$446.25		\$0.00	\$250.00	\$5,446.25
6	AUGUST 5, 2024	\$0.00	\$0.00	\$0.00		\$0.00	(\$22,298.47)	\$22,298.47
TOTAL:		\$445,969.23	\$22,298.47	\$39,724.50		\$0.00	\$0.00	\$507,992.20

MEMORANDUM

To: Cindy Gagné, Mayor
Omak City Council

From: Wayne Beetchenow, Public Works Director

Date: August 19, 2024

Subject: **Resolution No. 59-2024** Approving Amendment No. 13 to the professional services agreement with Gray & Osborne, Inc.

The Attached Resolution: **59-2024, A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH GRAY & OSBORNE, INC. FOR WATER SYSTEM IMPROVEMENT DESIGN**, is forwarded for your consideration.

This resolution will amend the contract with G&O to design sewer system improvements along West Central Ave. The transportation improvement board has funded and street project and this will replace the sewer lines prior to that project.

I support this Resolution and recommend its approval.

RESOLUTION NO. 59-2024

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AMENDMENT NO. 13 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GRAY & OSBORNE, INC. FOR SEWER SYSTEM IMPROVEMENT DESIGN

WHEREAS, the City of Omak extended the contract with Gray & Osborne, Inc. to provide On-Call Engineering Services by the approval of Resolution No. 39-2023; and

WHEREAS, it is necessary to secure professional engineer consulting services for the design of the Sewer System Improvement Project; and

WHEREAS, the scope of work and engineering cost for providing these services is estimated not to exceed a budget of \$99,000 as shown on the attached Schedules Exhibit "A" and "B".

NOW, THEREFORE BE IT RESOLVED by the Omak City Council, that Amendment No. 13 to the Contract for Personal Engineering Services between the City of Omak and Gray & Osborne, Inc., a copy of which is attached hereto as Exhibit "A" and "B" is hereby approved. The mayor is authorized to execute this document on behalf of the city.

PASSED AND APPROVED this _____ day of _____, 2024

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

**AMENDMENT NO. 13
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AMENDMENT, by and between the City of Omak, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for engineering services dated (by Agency) April 3, 2023, for additional services related to the On-Call Engineering Services.

Central Avenue Reconstruction Phase II – Sanitary Sewer Improvements

See the attached Exhibit A and Exhibit B for the scope and fees. The City requests professional engineering services for design and bid and award services for the Central Avenue Reconstruction Phase II – Sanitary Sewer Improvements Project for a not-to-exceed budget of \$99,000.

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this AMENDMENT to the Contract for Engineering Services in duplicate on the respective dates indicated below.

GRAY & OSBORNE, INC.

CITY OF OMAK

By: 
(Signature)

By: _____
(Signature)

Name: Michael B. Johnson, P.E., President
GRAY & OSBORNE, INC.

Name: _____
(Print)

Date: 7/23/24

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT A

SCOPE OF SERVICES

CITY OF OMAK CENTRAL AVENUE RECONSTRUCTION PHASE II – SANITARY SEWER IMPROVEMENTS

Based on our understanding of the project, this Scope of Work presents the professional engineering services requested by the City of Omak for design engineering and bid and award services for the Central Avenue Reconstruction Phase II – Sanitary Sewer Improvements Project. It is our understanding that the sanitary sewer improvements consist of the replacement of gravity sewer pipe, manholes, cleanouts, and side sewers to within 5 feet of residences and buildings, all located on Central Avenue West (MH W-165 to MH W-164), Fir Street North (MH W-156 to MH W-162), the alley between Fir Street North and Elm Street North (MH W-157 to MH W-163), the alley between Elm Street North and Douglas Street North (MH W-158 to MH W-164), and the alley between Douglas Street North and Cedar Street North (MH W-159 to MH W-165). The sanitary sewer improvements will be designed around the specific construction technique of trenchless replacement, where feasible, of approximately 1,500 feet of 8-inch gravity sewer pipe and 2,000 feet of 4-inch side sewer pipe with HDPE pipe. Where trenchless methods of pipeline replacement are not feasible, pipeline replacement will be achieved through traditional cut and cover construction methods.

The project also includes the replacement of five sewer manholes/cleanouts, 40 side sewer connections, and surface restoration on Fir Street North and on the alleys within the project area. Surface restoration on Central Avenue West within the project area will be paid using Transportation Improvement Board funding recently procured by the City for the Central Avenue Reconstruction Phase II Project.

We understand that the sewer replacement project is funded through City funds.

More specifically, the work will include the following.

DESIGN ENGINEERING SERVICES

Task 1 – Project Management/Task 2 – Quality Assurance/Quality Control Reviews

Incorporate overall project management as well as in-house quality assurance and quality control reviews of all documents, in order to address relevant issues that may affect the project.

Task 3 – Design Survey

The objective is to establish vertical and horizontal control necessary for the construction of the proposed improvements that includes identifying existing utilities, alignment, and other related work. This Task will include the following.

- A. Establish vertical and horizontal control for survey and mapping suitable for the development of Plans at a horizontal scale of 1 inch is equal to 20 feet.
- B. Field survey existing sewer, water, and stormwater utilities, obtain invert elevation data at each manhole, catch basin, and storm drain manhole, and field survey marked underground utilities within roadway and alley rights-of-way.
- C. Acquire public records of survey, plat maps, assessor maps, and record drawings, as may be available. Identify existing utilities of record and delineate existing rights-of-way, recorded easements, and other related and pertinent site topography.

Task 4 – Preliminary Design

The objective is to develop preliminary design concepts and construction drawings at preliminary design phase (35 percent). Design Plans and Specifications will be prepared in City-approved format. This Task will include the following.

- A. Review City-provided video inspection records to determine specific pipeline replacement method recommendations for the various sewer pipelines within the project area.
- B. Review City-provided building sewer information, dye testing results, and video inspection records to aid in the development of Design Plans for side sewer replacement.
- C. Prepare Preliminary Plans at a scale of 1 inch is equal to 20 feet. These Plans will provide a planimetric view of existing sewers and also incorporate City design standards, as applicable.
- D. Incorporate geotechnical recommendations from a Geotechnical Report developed for the Central Avenue Reconstruction Phase II Project, into the utility design.
- E. Incorporate available utility record drawing information, plat map (property line), and rights-of-way information.
 - 1. Prepare Preliminary Specifications to include Proposal, Contract, and bonding requirements.

- F. Provide preliminary construction cost estimate.
- G. Determine and describe local, state, and federal permits and licenses required for construction of the proposed improvements. Prepare and submit said permits and approval applications prior to completion of the design. The City will pay any permit and approval review fees.
 - 1. Perform a quality assurance and quality control review of all documents in order to address those relevant issues that may affect the project.
 - 2. Review Plans, Specifications, and cost estimates with the City.

Task 5 – Final Design Contract Documents

The objective is to provide Final Contract Documents and cost estimate in City-approved format. This Task will include the following.

- A. Prepare Final Plan Designs and Project Specifications including final quantities, order of work, schedule, and cost estimate.
- B. Submit Contract Documents and cost estimate to the City, to include incorporation of all previous City comments.
- C. Conduct an onsite review with the City.
- D. Perform a quality assurance and quality control review of all documents in order to address those relevant issues that may affect the project.

Task 6 – Information to be provided by the City

We will work with the City to ensure that all of the information needed to complete the design is obtained. Information that we will need from the City includes but is not limited to, the following.

- A. Digital video, inspection records, and dye testing results of the existing sewer pipelines and side sewers within the project area of sufficient quality, to assess pipeline conditions to support the design work.
- B. Horizontal and vertical location of each building sewer within the project area in sufficient detail to incorporate into the project design. It is our understanding that this will be accomplished through efforts by the City to contact each building owner within the project area to investigate each building sewer location.

Task 7 – Bid and Award Services

The objective is to assist the City in bid and award of the project. This Task will include the following.

- A. Provide the City with the Call for Bids, for advertisement for bids (City will pay all publishing costs), the Contract Documents, and construction cost estimate (in both hard copy and electronic formats).
- B. Provide access to Contract Documents to local plan centers, licensed Contractors and material suppliers free-of-charge via Gray & Osborne’s Bid Document Distribution System website at <http://gobids.grayandosborne.com>.
- C. Answer questions from potential bidders and issue any addenda, as required.
- D. Attend the bid opening, review the bids, check bidder references, prepare the bid summary, and recommend Award of the Construction Contract.

Construction administration services are not included in this Scope of Work. A separate Amendment for construction administration services will be prepared for City approval once the Construction Contract is awarded.

BUDGET

The maximum amount payable to the Engineer for completion of all work associated with this Scope of Work, including contingencies, salaries, overhead, direct non-salary costs and net fee shall be as shown in Exhibit B. This amount shall not be exceeded without prior written authorization of the City.

EXHIBIT B

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Omak - Central Avenue Reconstruction Phase II - Sanitary Sewer Improvements

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	AutoCAD/ GIS Technician/ Engineer Intern Hours	Professional Land Surveyor Hours	Field Survey (Two Person) Hours
1 Project Management		16				
2 Quality Assurance/Quality Control Reviews	8	8	8	8		
3 Design Survey		4			16	40
4 Preliminary Design		40	96	104		
5 Final Design Contract Documents		24	56	64		
6 Obtain Information From City						
7 Bid and Award Services		20	16			
Hour Estimate:	8	112	176	176	16	40
Fully Burdened Billing Rate Range:*	\$150 to \$235	\$140 to \$235	\$125 to \$175	\$60 to \$165	\$125 to \$190	\$180 to \$295
Estimated Fully Burdened Billing Rate:*	\$210	\$210	\$175	\$150	\$180	\$260
Fully Burdened Labor Cost:	\$1,680	\$23,520	\$30,800	\$26,400	\$2,880	\$10,400

Total Fully Burdened Labor Cost: \$ 95,680

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 3,220

Printing \$ 100

TOTAL ESTIMATED COST: \$ 99,000

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

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: August 19, 2024

Subject: **Resolution No. 60-2024** North Taxiway “A” Rebid Services J-U-B Engineers, Inc.

The attached Resolution No. 60-2024, A Resolution of the City Council of Omak Approving Task Order No. 45-24-028 to the Contract for engineering services with J-U-B Engineers, Inc. for North Taxiway “A” Rebid Services, is forwarded for your consideration.

The project needs to be rebid because the bid hold time ran out before the funding became available.

This is a project that has been identified in the Capital Improvement Plan and is funded through the FAA, WSDOT Aviation and the City of Omak.

I support this Resolution and recommend its approval.

RESOLUTION NO. 60-2024

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING TASK ORDER NO. 45-24-028 TO THE CONTRACT FOR ENGINEERING SERVICES WITH J-U-B ENGINEERS, INC. FOR NORTH TAXIWAY "A" REBID SERVICES

WHEREAS, the City of Omak engaged the firm of J-U-B Engineers, Inc. to provide professional engineering services for the Omak Airport in 2021 by adoption of Resolution No. 46-2021 on September 28, 2021; and

WHEREAS, the engineering services of J-U-B Engineers, Inc. were sought to provide engineering services for the rebid of the reconstruction of the North Taxiway at the Omak Airport; and

WHEREAS, the scope of work and engineering cost for providing these services is estimated not to exceed a budget of \$10,320.00 as shown on the attached Schedules Exhibit "A" and "B".

NOW, THEREFORE BE IT RESOLVED by the Omak City Council that Task Order No. 45-24-028 to Contract for Engineering Services with J-U-B Engineers, Inc., a copy of which is attached hereto and marked Exhibit "A", is hereby approved, and the Mayor is authorized to execute that document on behalf of the City.

PASSED AND APPROVED this _____ day of _____, 2024

SIGNED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael Howe, City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES (FAA FORMAT)
North Taxiway A Reconstruction Rebid, A.I.P. N/A
Omak Airport, Washington

THIS AGREEMENT is effective as of the _____ day of August 2024 by and between, City of Omak PO Box 72/2 North Ash Street, Omak, WA 98841 hereinafter referred to as the CLIENT, and J-U-B ENGINEERS, Inc., 999 W Riverside, Suite 700, Spokane, Washington, 99201, an Idaho Corporation, hereinafter referred to as J-U-B

WHEREAS, the CLIENT intends to: rebid North Taxiway A Reconstruction project hereinafter referred to as the "Project". The services to be performed by J-U-B are hereinafter referred to as the "Services".

WITNESSETH

Now, therefore, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set for below:

ARTICLE 1
J-U-B'S SERVICES

1.01 BASIC SERVICES

J-U-B will perform the Services described in **Attachment 1 - Scope of Services, Basis of Fee, and Schedule** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

1.02 SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1 Scope of Services, Basis of Fee, and Schedule** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project as requested by the CLIENT or for delays or other causes beyond J-U-B's control.

1.03 ADDITIONAL SERVICES

When authorized in writing by the CLIENT, J-U-B agrees to furnish, or obtain from others, additional professional services in connection with the PROJECT, as set forth below and as otherwise contained within this Agreement:

- A. Provide other services not otherwise provided for in this Agreement, including services normally furnished by the CLIENT as described in Article 2, CLIENT'S RESPONSIBILITIES.
- B. Provide services as an expert witness for the CLIENT in connection with litigation or other proceedings involving the PROJECT.
- C. Assist or extend services as a result of strikes, walkouts, or other labor disputes, including acts relating to settlement of minority group problems.
- D. Mitigation work identified in the environmental review.
- E. Assist the CLIENT in resolving disputes over claims, bankruptcy, legal complaints or default of the Contractor.

ARTICLE 2
CLIENT'S RESPONSIBILITIES

2.01 CLIENT'S RESPONSIBILITIES

The CLIENT shall furnish the following services at the CLIENT'S expense and in such a manner that J-U-B may rely upon them in the performance of its services under this AGREEMENT:

- A. Designate, in writing, a person authorized to act as the CLIENT'S contact. The CLIENT or his designated contact shall receive and examine documents submitted by J-U-B to determine acceptability of said documents, interpret and define the CLIENT'S policies, and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of J-U-B's services.
- B. Make available to J-U-B all technical data that is in the CLIENT'S possession, including maps, surveys, property descriptions, borings, and other information required by J-U-B and relating to its work.
- C. Hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the PROJECT and pay all costs incidental thereto.
- D. Provide legal, accounting and insurance counseling services necessary for the PROJECT. Legal review of the construction Contract Documents, and such writing services as the CLIENT may require to account for the expenditure of construction funds.
- E. Furnish permits and approvals from all governmental authorities having jurisdiction over the PROJECT and from others as may be necessary for completion of the PROJECT.
- F. The CLIENT agrees to cooperate with J-U-B in the approval of all plans, reports and studies, and shall make a timely decision in order that no undue expense will be caused J-U-B because of lack of decisions. If J-U-B is caused extra drafting or other expense due to changes ordered by the CLIENT after the completion and approval of the plans, reports, and studies, J-U-B shall be equitably paid for such extra expenses and services involved.
- G. Guarantee full and free access, with reasonable advance notice, for J-U-B to enter upon all property required for the performance of J-U-B's services under this AGREEMENT.
- H. Give prompt written notice to J-U-B whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT or other event that may substantially affect J-U-B's performance of services under this AGREEMENT.
- I. Promptly prepare and submit reimbursement requests to funding agencies.
- J. Compensate J-U-B for services promptly rendered under this AGREEMENT.
- K. Obtain bids or proposals from contractors for work relating to the PROJECT and bear all costs relating to advertising.

**ARTICLE 3
J-U-B'S COMPENSATION**

3.01 BASIC SERVICES COMPENSATION

J-U-B shall provide services in connection with the terms and conditions of this Agreement, and the CLIENT shall compensate J-U-B therefore as detailed in **Attachment 1 – Scope of Services, Basis of Fee and Schedule**.

Partial payment shall be made for the services performed as the work under this AGREEMENT progresses. Such payment is to be made monthly based on the itemized statements, invoices, or other evidences of performance furnished to and approved by the CLIENT. All claims for payment will be submitted in a form compatible with current practices and acceptable to the CLIENT. Partial payments will include payroll costs, adjusted for payroll burdens, and general and administrative overhead, as well as out-of-pocket expenses, plus that portion of the fixed fee which its percentage of completion bears to the total cost of the fully completed work under this AGREEMENT. The CLIENT shall make full payment of the value of such documented monthly service as verified on the monthly statement.

3.02 ADDITIONAL COMPENSATION

In addition to any and all compensation hereinabove, the CLIENT shall compensate J-U-B for Additional Services, Section 1.03, under a written Authorization for Additional Services executed by both Parties that specifically describes the additional work and the cost associated therewith. These additional services are to be performed or furnished by J-U-B only upon receiving said written authorization from the CLIENT.

3.03 COMPENSATION ADJUSTMENT

CLIENT agrees to provide J-U-B a notice to proceed with Services within 120 days of the effective date of this Agreement identified in Attachment 1. If the notice to proceed with Services is delayed beyond 120 days from the effective date of this Agreement, or service described will not be completed during the term of this Agreement through no fault of J-U-B, the Agreement shall be amended through mutual negotiation to address both schedule and pricing impacts of the delay. CLIENT understands that any pricing increase may not be grant fundable by FAA.

3.04 ADDITIONAL CONDITIONS OF COMPENSATION

The CLIENT and J-U-B further agree that:

- A. J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.
- B. If the CLIENT fails to make monthly payments due J-U-B, J-U-B may, after giving ten (10) days written notice to the CLIENT, suspend services under this Agreement.
- C. When the CLIENT directs that competitive bids be taken for construction on alternate designs, where this involves the preparation of designs, plans, and specifications for alternate facilities, the compensation to J-U-B shall be an additional payment to be negotiated at the time the CLIENT directs that alternative designs, plans, and specifications be prepared, subject to FAA review and approval.
- D. No deductions shall be made from J-U-B's compensation on account of penalty, liquidated damages, or other sums that may be withheld from payments to Contractors.

ARTICLE 4 GENERAL PROVISIONS

4.01 OWNERSHIP OF DOCUMENTS

Upon the request of the CLIENT, J-U-B shall furnish the CLIENT copies of all maps, plots, drawings, estimate sheets, and other contract documents required for the PROJECT provided J-U-B has been paid in full for the work. Upon the request of the CLIENT and the completion of the work specified herein, all material documents acquired or produced by J-U-B in conjunction with the preparation of the plans shall be delivered to and become the property of the CLIENT providing no future use of said documents or portions thereof shall be made by the CLIENT with J-U-B's name or that of J-U-B ENGINEERS, Inc., attached thereto. Final submittal of J-U-B's work product shall be in hard-copy format and no electronic design files will be submitted as part of the PROJECT, unless expressly requested.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

Agreements for Professional Services are public records which are generally subject to statutory public disclosure and public website posting requirements, and such disclosure will not be considered "reuse without written consent by J-U-B".

J-U-B shall retain an ownership interest in PROJECT documents that allows their reuse of non-proprietary information on subsequent projects at J-U-B's sole risk.

4.02 DELEGATION OF DUTIES

Neither the CLIENT nor J-U-B shall delegate, assign, sublet or transfer their respective duties under this Agreement without the prior written consent of the other.

4.03 GENERAL

- A. Should litigation occur between the two parties relating to the provisions of this Agreement, court costs and reasonable attorney fees incurred shall be borne by their own party.
- B. Neither party shall hold the other responsible for damage or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.
- C. In the event any provisions of this AGREEMENT shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One (1) or more waivers by either party or any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.
- D. J-U-B shall render its services under this AGREEMENT in accordance with generally accepted professional practices and Standard of Care. J-U-B makes no other warranty for the work provided under this AGREEMENT.
- E. CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.
- F. Any opinion of the estimated construction cost prepared by J-U-B represents its judgment as a design professional and is supplied for the general guidance of the CLIENT. Since J-U-B has no control over the cost of labor and material, or over competitive bidding or market conditions, J-U-B does not guarantee the accuracy of such opinions as compared to Contractor bids or actual costs to the CLIENT.

- G. Any notice or other communications required or permitted by this contract or by law to be served on, given to, or delivered to either party hereto by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or, in lieu of such personal service, when deposited in the United States mail, certified mail, return receipt requested, addressed to the CLIENT at City of Omak PO Box 72/2 North Ash Street, Omak, WA 98841 and to J-U-B at 999 W Riverside, Suite 700, Spokane, Washington, 99201. Either party, the CLIENT or J-U-B, may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.
- H. In soils investigation work and determining subsurface conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. J-U-B will coordinate this work in accordance with generally accepted engineering practices and makes no other warranties, expressed or implied, as to the professional advice furnished by others under the terms of this AGREEMENT.
- I. J-U-B has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work including, but not limited to, aircraft safety precautions, shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.

4.04 MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

This Contract shall be governed by and interpreted under the laws of the State of Washington. The parties agree that in the event it becomes necessary to enforce any of the terms and conditions of this Contract that the forum, venue and jurisdiction in that particular action shall be in Okanogan.

4.05 INSURANCE AND INDEMNITY

- A. J-U-B's Insurance. J-U-B agrees to procure and maintain, at its expense, Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damages, and Professional Liability Insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Contract caused by negligent acts, errors, or omissions for which J-U-B is legally liable, subject to and limited by the provisions in Subsection 4.05.D, "Allocation of Risks", if any. J-U-B shall deliver to the CLIENT, prior to execution of the AGREEMENT by the CLIENT and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. J-U-B shall acquire and maintain statutory workmen's compensation coverage. Thirty (30) days advance notice will be given in writing to the CLIENT prior to the cancellation, termination, or alteration of said policies of Insurance.
- B. Indemnification by J-U-B. To the fullest extent permitted by law, J-U-B shall indemnify and hold harmless CLIENT, and CLIENT's officers, directors, partners, agents, consultants, and employees

from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of CLIENT, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of J-U-B or J-U-B's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by CLIENT and J-U-B in Subsection 4.05.D, "Allocation of Risks," if any.

- C. Indemnification by CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless J-U-B, J-U-B's officers, directors, partners, agents, employees, and Consultants from and against any and all claims costs, losses, and damages (including but not limited to all fees and charges of J-U-B, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of CLIENT or CLIENT's officers, directors, or employees, retained by or under contract to the CLIENT with respect to this AGREEMENT or to the PROJECT.
- D. Allocation of Risks. The CLIENT and J-U-B have discussed the risks, rewards and benefits of the project and the design professional's total fee for services. The risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, J-U-B's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of fees paid to J-U-B under this Agreement. Such causes include, but are not limited to J-U-B's negligence, errors, omission and strict liability. Neither CLIENT nor J-U-B shall be responsible for incidental, indirect or consequential damages.
- E. J-U-B reserves the right to obtain the services of other consulting engineers and consultants experienced in airport work to prepare and execute a portion of the work that relates to the PROJECT.
- F. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B.

4.06 EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and J-U-B.

ARTICLE 5 FAA FEDERAL CLAUSES

5.01 SUCCESSORS AND ASSIGNMENTS

- A. The CLIENT and J-U-B each binds itself and its partners, successors, executors, administrators and assigns to the other parties to this Agreement, and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.
- B. It is understood by the CLIENT and J-U-B that the FAA is not a party to this Agreement and will not be responsible for engineering costs except as should be agreed upon by the CLIENT and the FAA under a Grant Agreement for the PROJECT.
- C. This Agreement may not be assigned except upon specific prior written consent of the CLIENT.

5.02 TERMINATION

A. TERMINATION FOR CONVENIENCE

The CLIENT may, by written notice to J-U-B, terminate this Agreement for its convenience and without cause or default on the part of J-U-B. Upon receipt of the notice of termination, except as explicitly directed by the CLIENT, J-U-B must immediately discontinue all services affected.

Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by J-U-B under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B. TERMINATION FOR CAUSE

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by CLIENT:** The CLIENT may terminate this Agreement for cause in whole or in part, for the failure of J-U-B to:

1. Perform the services within the time specified in this contract or by CLIENT approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, J-U-B must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by J-U-B under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the CLIENT determines J-U-B was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the CLIENT issued the termination for the convenience of the CLIENT.

b) **Termination by Consultant:** J-U-B may terminate this Agreement for cause in whole or in part, if the CLIENT:

1. Defaults on its obligations under this Agreement;

2. Fails to make payment to J-U-B in accordance with the terms of this Agreement;
3. Suspends the Project for more than 120 days due to reasons beyond the control of J-U-B.

Upon receipt of a notice of termination from J-U-B, CLIENT agrees to cooperate with J-U-B for the purpose of terminating the agreement or portion thereof, by mutual consent. If CLIENT and J-U-B cannot reach mutual agreement on the termination settlement, J-U-B may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the CLIENT's breach of the contract.

In the event of termination due to CLIENT breach, the Consultant is entitled to invoice CLIENT and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by J-U-B through the effective date of termination action. CLIENT agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

5.03 CERTIFICATIONS OF J-U-B AND CLIENT

- A. The CLIENT and J-U-B hereby certify that J-U-B has not been required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this contract, to:
 1. employ or retain, or agree to employ or retain, any firm or persons; or
 2. pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind.
- B. A signed "Certificate for Contracts, Grants, Loans, and Cooperative Agreements" is included with this agreement.

5.04 TAX DELINQUENCY AND FELONY CONVICTIONS

J-U-B certifies, by submission of this proposal or acceptance of this contract, that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

J-U-B further represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

5.05 GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

5.06 CIVIL RIGHTS TITLE VI - NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, J-U-B, for itself, subconsultants, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations. J-U-B will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities 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 contract.
- B. Non-discrimination. J-U-B, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and

retention of subcontractors, including procurements of materials and leases of equipment. J-U-B will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by J-U-B for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier will be notified by J-U-B of J-U-B's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. Information and Reports. J-U-B will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CLIENT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities, and instructions. Where any information required of J-U-B is in the exclusive possession of another who fails or refuses to furnish this information, J-U-B will so certify to the CLIENT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of J-U-B's noncompliance with the non-discrimination provisions of this contract, the CLIENT will impose such contract sanctions as it or the FAA, may determine to be appropriate, including, but not limited to:
1. withholding of payments to J-U-B under the contract until J-U-B complies, and/or
 2. cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions. J-U-B will include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, Regulations and directives issued pursuant thereto. J-U-B will take such action with respect to any subcontract or procurement as the CLIENT or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if J-U-B becomes involved in, or is threatened with, litigation by a subconsultant or supplier as a result of such direction, J-U-B may request the CLIENT to enter into such litigation to protect the interests of the CLIENT. In addition, J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

5.07 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, J-U-B for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

5.08 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26) J-U-B shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the J-U-B to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: Withholding monthly progress payments and or Assessing sanctions.

Prompt Payment (49 CFR § 26.29)

J-U-B agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Sponsor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

A. Termination of DBE Subcontracts (49 CFR § 26.53(f));

J-U-B will not terminate a contracted DBE subcontractor without prior written consent of the Sponsor. This includes, but is not limited to, instances in which J-U-B seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The Sponsor may provide such written consent only if they agree, for reasons stated in the concurrence document, that the J-U-B has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting its request to terminate and/or substitute a DBE subcontractor, J-U-B must give notice in writing to the DBE subcontractor, with a copy to the Sponsor, of its intent to request to terminate and/or substitute, and the reason for the request.

J-U-B must give the DBE five days to respond to the notice and advise of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Sponsor should not approve

J-U-B's action. If required in a particular case as a matter of public necessity the Sponsor may provide a response period shorter than five days.

5.09 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20, Appendix A)

- A. No Federal appropriated funds shall be paid, by or on behalf of J-U-B, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal grant, contract, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal contract, loan, grant, or cooperative agreement, J-U-B shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. J-U-B shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

5.10 EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, J-U-B agrees as follows:

- (1) J-U-B will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. J-U-B will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. J-U-B agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) J-U-B will, in all solicitations or advertisements for employees placed by or on behalf of J-U-B, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, , sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information
- (4) will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) J-U-B will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (6) J-U-B will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of J-U-B's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and J-U-B may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) J-U-B will include provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. J-U-B will take such action with respect to any subcontract or purchase order may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event J-U-B becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

5.11 ACCESS TO RECORDS AND REPORTS

J-U-B must maintain an acceptable cost accounting system. J-U-B agrees to provide the CLIENT, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of J-U-B which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. J-U-B agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

5.12 TRADE RESTRICTION CERTIFICATION (49 CFR Part 30)

By submission of an offer, J-U-B certifies that with respect to this solicitation and any resultant contract, the Offeror -

- A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- C. has not entered into any subcontract for any product to be used on the Federal public works project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

J-U-B must provide immediate written notice to the CLIENT if J-U-B learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. J-U-B shall require subconsultants provide immediate written notice to J-U-B if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a subconsultant:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- 2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- 3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

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

J-U-B agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. J-U-B may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless J-U-B has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that J-U-B or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the CLIENT cancellation of the contract or subcontract for default at no cost to the CLIENT or the FAA.

5.13 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

J-U-B certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. For each lower tier subcontract that exceeds \$25,000 as a "covered transaction", J-U-B shall verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. J-U-B will accomplish this by:

- 1) Checking the System for Award Management at website: <http://www.sam.gov>
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

5.14 OCCUPATIONAL HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. J-U-B shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. J-U-B retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). J-U-B will address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

5.15 FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in

full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

J-U-B has full responsibility to monitor compliance to the referenced statute or regulation. J-U-B will address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

5.16 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), J-U-B and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

5.17 CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

J-U-B certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, J-U-B has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322

5.18 TEXTING WHILE DRIVING.

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" and DOT Order 3902.10 "Text Messaging While Driving" FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

J-U-B has in place a policy within J-U-B Accident Prevention plan that prohibits all employees from texting and driving. J-U-B shall include these policies in each third party subcontract exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

5.19 HUMAN TRAFFICKING

- A. J-U-B, J-U-B's employees, and subcontractors may not engage in severe forms of trafficking in persons during the period of time that the FAA award is in effect, procure a commercial sex act during the period of time that the award is in effect, or use forced labor in the performance of the award or sub-awards under the award.
- B. For the purpose of this award term, "employee" includes:
 1. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award
 2. Another person engaged in the performance of the project or program under this award and not compensated by you, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- C. For the purposes of this award term only, "forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- D. For the purposes of this award term only, "severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. 7102).

5.20 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)]

5.21 PROHIBITION OF SEGREGATED FACILITIES

- (1) J-U-B agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. J-U-B agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (2) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (3) J-U-B shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

[Click here to enter text.](#)

IN WITNESS WHEREOF, the CLIENT and J-U-B hereto have made and executed this AGREEMENT as of the day and year first above written.

CLIENT:

City of Omak

ATTEST

BY: _____

Name: _____

Title: _____

Name: _____

Title: _____

J-U-B:

J-U-B ENGINEERS, Inc.

ATTEST

By:  _____

Name: Toby Epler, PE

Title: Vice President / Aviation Services
Group Manager

Name:  _____

Title: Project Accountant

Applicable Attachments or Exhibit to this Agreement are indicated as marked

- Certification For Contracts Grants, Loans, and Cooperative Agreements**
- J-U-B Debarment Lookup**
- Attachment 1 – Scope of Services, Basis of Fee and Schedule**
- Attachment 1A – Detailed Scope of Work**
- Attachment 1B – Fee Breakdown**
- Attachment 2 – Special Provisions**
- Exhibit A – Construction Phase Services**
- _____

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

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

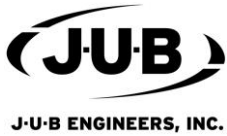
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signed: _____
Sponsor's Authorized Representative

Date: _____

Title: _____



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES – (FAA FORMAT)

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Omak Airport N Taxiway A Rebid
AIRPORT NAME: Omak Airport (OMK)
CLIENT: City of Omak
A.I.P. NUMBER: N/A
J-U-B PROJECT NUMBER: 45-24-028
CLIENT PROJECT NUMBER: _____

ATTACHMENT TO

- AGREEMENT DATED:** _____; or
- AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:** _____

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

Scope of Services includes rebidding of the Omak Airport North Taxiway Reconstruction originally bid under AIP 3-53-0042-015-2023

A detailed Scope of Services is provided in Attachment 1A – Detailed Scope of Work.

PART 2 - BASIS OF FEE

A. CLIENT shall pay J-U-B for the identified Services in PART 1 as follows:

1. **Bidding Phase.** The CLIENT shall compensate J-U-B on the basis of a lump sum amount of ten thousand, three hundred and twenty dollars(\$10,320.00). See Attachment 1B for a detailed cost breakdown.

PART 3 - SCHEDULE OF SERVICES

J-U-B will perform all services according to the following schedule:

This Agreement shall be in effect from August 15, 2024 to August 15, 2025. In the event the services described shall not be completed during the term of this Agreement, the Agreement shall be amended.

This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size of the PROJECT requested by the CLIENT or for delays or other causes beyond J-U-B's control.

For internal J-U-B use only:

PROJECT LOCATION (STATE): Washington
TYPE OF WORK: City
R&D: No

GROUP: Airport
PROJECT DESCRIPTION(S):

A. Airport (A05)



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1A – Detailed Scope of Work

PROJECT NAME: Omak Airport N Taxiway A Rebid

AIRPORT NAME: Omak Airport (OMK)

CLIENT: City of Omak

A.I.P. NUMBER: N/A

J-U-B PROJECT NUMBER: 45-24-028

CLIENT PROJECT NUMBER: [Click or tap here to enter text.](#)

ATTACHMENT TO:

AGREEMENT DATED: XXXXX; or

AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

Scope of Services includes rebidding of the Omak Airport North Taxiway Reconstruction originally bid under AIP 3-53-0042-015-2023

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 001: Bidding Phase

1. Finalize Bidding and Construction Contract Documents and Technical Specifications.
2. Administer the public bid advertisement process including bid document reproduction and distribution of documents to plan rooms, contractors and suppliers. Submit advertisements to appropriate newspaper(s) and trade magazines as required for publication. Maintain a "bidders list" and distribute plans as requested. Fees for Plan & Specification Reproduction shall be reflected in the "Printing" line below.
3. Provide Pre-Bid Conference coordination to familiarize bidders and interested parties with the construction project scope and requirements. Prepare a detailed agenda and displays, prepare and issue conference minutes. It is anticipated that J-U-B will conduct this meeting at the Airport.
4. Prepare Bid Addendums. Addenda are normally required in response to Contractor questions and/or design changes initiated by the CLIENT and/or the FAA. Engineering estimate includes costs for the preparation of two Addendums.
5. Respond to questions that arise during the Contractor's or supplier's bid preparation process.
6. Assist the CLIENT in conducting the project Bid Opening as required, including preparation of a Project Bid Summary. It is anticipated that J-U-B will coordinate and attend this meeting at Omak City Hall.
7. Prepare detailed Bid Tabulations documenting bid results and submit to CLIENT and the FAA.

8. Assist the CLIENT with review and analysis of bids received. J-U-B will determine his opinion on “responsiveness” of bid submittal. Provide letter of recommendation of award along with price/cost analysis in accordance with FAA Order 5100.38D-Appendix U to CLIENT. Advise the CLIENT of possible action in cases where bids exceed budget for the work to be performed by the Contractor.

PART 3 - ASSUMPTIONS AND EXCEPTIONS

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ATTACHMENT 1B- Fee Breakdown

PROJECT TITLE:	Omak Airport Taxiway A
CLIENT:	City of Omak, WA
JOB NUMBER:	45-24-028
DATE:	August 7, 2024

J-U-B Engineers, Inc. Fee Estimate (Bidding & Construction Phase)

TASK NO	PROJECT TASK	Principal	Senior	Project	Design	Construct	Construct	GIS	2-Person	Admin.	Trips	TOTAL HRS	TASK DIRECT COSTS
		\$270.00	Engineer \$251.00	Manager \$205.00	Engineer \$137.00	Observer \$165.00	Manager \$189.00	Analyst \$122.00	Survey Crew \$279.00				
001. Bidding Phase													
1	Finalize Bidding Documents	0	0	4	0	0	0	0	0	6		10	\$1,318.00
2	Administer Bidding Process	0	0	4	0	0	0	0	0	1		5	\$903.00
3	Provide Pre-Bid Conference	0	0	8	0	0	0	0	0	0	1	8	\$1,640.00
4	Prepare Bid Addendums	0	0	4	0	0	0	0	0	4		8	\$1,152.00
5	Respond to Bidders Questions	0	0	6	0	0	0	0	0	2		8	\$1,396.00
6	Conduct Bid Opening	0	0	8	0	0	0	0	0	0	1	8	\$1,640.00
7	Prepare Bid Tabulations	0	0	2	0	0	0	0	0	6		8	\$908.00
8	Prepare Bid & Cost Analysis	0	0	4	0	0	0	0	0	2		6	\$986.00
Sub -Total Design		0	0	40	0	0	0	0	0	21	2	61	\$9,943.00

LABOR:		\$0.00
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Labor + Direct Overhead Subtotal + Fixed Fee	0	0	40	0	0	0	0	0	0	21	2	61	\$9,943.00
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EXPENSES:	Cost Per Unit	Air Trips	Ground Trips	Days	Hours	Trip Miles	Markup	
Air Travel	\$600.00	0				0	1.0	\$0.00
Mileage	\$0.670		2			280	1.0	\$375.20
Per Diem	\$55.00			0			1.0	\$0.00
Lodging	\$150.00			0			1.0	\$0.00
GPS Survey Unit	\$46.50				0		1.0	\$0.00
Printing	\$0.00						1.0	\$0.00

SUBCONSULTANTS:												
1						\$0	1.0	\$0.00				
2						\$0	1.0	\$0.00				
3						\$0	1.0	\$0.00				
Subtotal - Labor + Overhead + Fixed Fee												\$9,943.00
Subtotal - Expenses												\$375.20
Subtotal - Subconsultants												\$0.00
Total -Project Bidding & Construction Fees												\$10,320.00

< Exclusions



Entity Registration
Exclusions
Active Exclusions
Responsibility / Qualification

J-U-B ENGINEERS INC

Active Registration

Entity Information

Unique Entity ID CAGE/NCAGE
WU2TGK7D3J49 0KJY0

Expiration Date
Nov 26, 2024

Physical Address
**2760 W Excursion LN
Meridian, Idaho
83642-5750, United States**

Mailing Address
**2760 W Excursion Lane
Suite 400
Meridian, Idaho
83642, United States**

Purpose of Registration
All Awards

Version

Current Record

EXCLUSIONS



There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

Active Exclusions

There are no active exclusion records associated to this entity by its Unique Entity ID.