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**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**Monday, January 6, 2025 – 7:00 PM**

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**A. CALL TO ORDER**

**B. FLAG SALUTE**

**C. CITIZEN COMMENTS**

**D. CORRESPONDENCE AND MAYOR'S REPORT**

**E. CONSENT AGENDA**

1. Approval of Minutes from December 16, 2024
2. Approval of 2024 & 2025 Claims

**F. NEW BUSINESS**

1. Res. 01-2025 – J-U-B Engineering Services – Runway Pavement Maintenance
2. Res. 02-2025 – Accepting Dept. of Commerce Grant – Arena LED Lighting Project
3. Res. 03-2025 – Authorize Grant Application with WA State Public Works Board
4. Res. 04-2025 – Approve Purchase of Fleet Vehicles - WA State Purchasing Co-Op
5. Omak Chamber – Request of Additional '24 Hotel Motel Funds

**G. OTHER BUSINESS**

1. Council Committee Reports
2. Staff Reports



**Action by City Council**

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Our Council Meetings are conducted in person in addition to Zoom Meetings. Meeting information is located on our website at [omakcity.com](http://omakcity.com). If you need support or accommodations, contact the City Clerk in advance by phone at 509-826-1170 or by e-mail [clerk@omakcity.com](mailto:clerk@omakcity.com) for assistance.

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# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: January 6, 2025

Subject: Resolution 01-2025 Pavement Maintenance J-U-B Engineers

The Attached Resolution 1-2025 - APPROVING TASK ORDER NO. 45-24-032 TO THE CONTRACT FOR ENGINEERING SERVICES WITH J-U-B ENGINEERS, INC. FOR RUNWAY PAVEMENT MAINTENANCE SERVICES (AIP 3-53-0042-018/019-2025), is forwarded for your consideration.

This contract has two phases. Phase one includes the design and, Phase two takes care of the bidding and contract administration portions for construction.

I support this Resolution and recommend its approval.

**RESOLUTION NO. 01-2025**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING TASK ORDER NO. 45-24-032 TO THE CONTRACT FOR ENGINEERING SERVICES WITH J-U-B ENGINEERS, INC. FOR RUNWAY PAVEMENT MAINTENANCE SERVICES (AIP 3-53-0042-018/019-2025)**

**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 Runway Pavement Maintenance 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 \$128,210.00 as shown on the attached Schedules Exhibit "A" and "B".

**NOW, THEREFORE BE IT RESOLVED** by the Omak City Council that Task Order No. 45-24-032 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 \_\_\_\_\_, 2025

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Thomas, City Clerk

\_\_\_\_\_  
Michael Howe, City Attorney

**AGREEMENT FOR PROFESSIONAL SERVICES (FAA FORMAT)**  
**Runway Pavement Maintenance, A.I.P. 3-53-0042-018/019-2025**  
**Omak Municipal Airport, Washington**

THIS AGREEMENT is effective as of the \_\_\_\_\_ day of January, 2025 by and between, City of Omak, PO Box 72, 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: rehabilitate pavement for Runway 17/35 and portions of taxiway connectors A1, A2, A3, A4, A5 and A6 between edge of runway and hold position markings hereinafter referred to as the "Project". The services to be performed by J-U-B are hereinafter referred to as the "Services".

**W I T N E S S E T H**

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.
- L. When identified in the construction contract documents, provide construction surveys and materials testing by the successful contractor.

**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 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 County, WA.

#### **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.

#### **4.07 CONSTRUCTION CONTRACTOR'S RESPONSIBILITY**

Visits to the construction site and observations made by J-U-B's staff as part of their services shall not relieve the construction Contractor of his obligation to conduct comprehensive inspection of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not relieve the construction Contractor of his full responsibility for all construction means, methods, techniques, sequences and procedures necessary for coordination and completing all portions of the work under the construction contract and for all safety precautions related thereto. Language to this effect, shall be included in Construction Contract Documents. Such visits by J-U-B's staff are not to be construed as part of the observation duties of the on-site observation personnel defined in other parts of this Agreement.

#### **4.08 FUNCTION OF ON-SITE OBSERVATION AND PERSONNEL**

If the scope of services includes construction engineering, J-U-B may be required to act as the Resident Project Representative (RPR) on the PROJECT. When so stipulated, the RPR and on-site observation personnel will make reasonable efforts to guard the CLIENT against defects and deficiencies in the work of the Contractor and to help determine if the provisions of the Contract Documents are being fulfilled. When construction engineering is included as services of this agreement, Standard Exhibit A – Construction Phase Services, attached, outlines the specific responsibilities of J-U-B, acting as the RPR during

construction. Their day-to-day observation will not, however, cause J-U-B to be responsible for those duties and responsibilities that belong to the construction Contractor and that include, but are not limited to, full responsibility for the techniques and sequences of construction and the safety precautions related to the construction and commissioning of the work.

## **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: Cindy Gagne

Name:

Title: Mayor

Title:

J-U-B:

J-U-B ENGINEERS, Inc.

ATTEST

By:



Name: Toby Epler, P.E.

Name:

Christine Roemeling

Title: Aviation Services Group  
Manager/Vice President

Title:

Aviation Admin

*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: \_\_\_\_\_



**Databank: Delay on First Use**  
Aug 26, 2024

Users of the [SAM.gov](#) Data Bank may experience an initial 20-30 second delay the first time loading a report. A solution to reduce the initial load time is currently being investigated.



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< **Exclusions**



Entity Registration
<b>Exclusions</b>
Active Exclusions
Responsibility / Qualification
Entity Reporting

**Entity Information**

**J-U-B ENGINEERS INC** Active Registration

Unique Entity ID      CAGE/NCAGE  
**WU2TGK7D3J49    0KJY0**

Expiration Date  
**Nov 18, 2025**

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.

# Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name:  Principal:

WA UBI Number:  RCW:

License Number:

From:  To:

Penalty Due:  Wage Due:

[Download all debarment data](#)

Show  per page Showing 0 records

Company Name	UBI	License	Principals	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
There are no records that match your search criteria.									

Show  per page Showing 0 records



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

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

**PROJECT NAME:** Runway Pavement Maintenance  
**AIRPORT NAME:** Omak Municipal Airport (OMK)  
**CLIENT:** City of Omak  
**A.I.P. NUMBER:** 3-53-0042-018/019-2025  
**J-U-B PROJECT NUMBER:** 45-24-032  
**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:

**PROJECT UNDERSTANDING**

**PART 1 -** FAA AIP 3-53-0042-018/019 includes the Project Formulation, Design, and Project Closeout Engineering Services for the following Items:

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

**PART 2 - BASIS OF FEE**

**A.**

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

- 2. **Preliminary, Final Design and Bidding Phase.** The CLIENT shall compensate J-U-B on the basis of a lump sum amount of Sixty-Four Thousand, Eight Hundred Dollars and No Cents (\$64,800.00). See Attachment 1B for a detailed cost breakdown.
- 3. **Construction Phase** The CLIENT shall compensate J-U-B on the basis of a lump sum amount of Sixty-Three Thousand, Four Hundred Ten Dollars and No Cents (\$63,410.00). See Attachment 1B for a detailed cost breakdown.

**PART 3 -** Total Project Fees. Total fees as outlined above are One Hundred Twenty-Eight Thousand, Two Hundred Ten Dollars and No Cents (\$128,210.00). See Attachment 1B for a detailed fee breakdown.

**SCHEDULE OF SERVICES**

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

Design Phase: August 1, 2024 though July 31, 2025  
Construction Phase: May 1, 2025 through May 31, 2026

This Agreement shall be in effect from August 1, 2024 to May 31, 2026. 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: State

R&D: Yes

GROUP: Airport

PROJECT DESCRIPTION(S):

- A. Airport (A05)
- B. Construction Management (C15)





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

**Attachment 1A – Detailed Scope of Work**

**PROJECT NAME:** Runway Pavement Maintenance

**AIRPORT NAME:** Omak Municipal Airport (OMK)

**CLIENT:** City of Omak

**A.I.P. NUMBER:** 3-53-0042-018/019-2025

**J-U-B PROJECT NUMBER:** 45-24-032

**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**

FAA AIP 3-53-0042-018-2025 included the Project Initiation, Design, Bidding, Design Grant Closeout, Construction and Construction Grant Closeout Engineering Services for the following Items:

- Pavement rehabilitation for Runway 17/35 (4,667 linear feet), and portions of taxiway connectors A1, A2, A3, A4, A5 and A6 between edge of runway and hold position markings (approximately 975 linear feet total). This will include repair of minor cracks (1/4-inch to 1.5-inch in width), asphalt surface treatment (seal coat), and re-striping of the pavement markings.

**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 010: Project Formulation**

1. Conduct a Pre-Design meeting with CLIENT and FAA via teleconference. The meeting will be held to determine the project scope elements. The FAA Predesign Conference Checklist will be the guide for project discussions. Minutes of the Predesign meeting will be compiled and forwarded to the FAA and CLIENT.
2. Assist the CLIENT with Project Scope development and initiation. J-U-B will prepare a Scope of Services narrative and detailed description of all work tasks for CLIENT and FAA review and approval. Discuss review comments and revise accordingly.
3. Prepare a listing of work tasks in a spreadsheet with person-hours, hourly rates, expenses, and costs based on the Scope of Services. This spreadsheet will be used for both J-U-B and the Independent Fee Estimator (IFE). J-U-B shall prepare a detailed cost proposal on the spreadsheet, based on estimates of work to accomplish the Scope of Services. Provide the CLIENT and the Independent Fee Estimator (IFE) with the blank person-hour spreadsheet, Scope of Services, Project Layout Map, and overall concept level project estimate. A teleconference will be held with the IFE CONSULTANT only if specific clarifications are needed on the proposed project Scope of Services. The CLIENT may be on the phone call and costs must not be discussed.

4. J-U-B shall assist the CLIENT with Record of Negotiations documentation.
5. Prepare an Agreement for Professional Services for submittal and review by the CLIENT and FAA, including the FAA Professional Service Agreement Checklist. The Agreement shall be comprehensive in description of services and responsibilities of all contract parties.
6. Assist CLIENT with preparation and submittal of an FAA Grant Application for Federal Assistance for the project, including estimated project costs, drawings, and a schedule for FAA submittal prior to beginning of the project.
7. Assist CLIENT in the submittal of FAA Sponsor Certifications. These include the "Selection of Consultants", "Project Plans and Specifications", "Drug Free Workplace", "Equipment/Construction Contracts", "Disclosure Regarding Potential Conflicts" and "Construction Project Final Acceptance".
8. Provide Project Management during this phase including CLIENT, FAA, WSDOT Aviation, and J-U-B team communication and coordination; monthly invoicing; project planning; regular monitoring of project status, budget, and schedule; on-going document handling and filing.
9. Assist CLIENT in preparation and processing Request for Reimbursement (RFR) by submitting data as required. It is anticipated that J-U-B will prepare and process twelve (12) sets of RFR 'packages' on behalf of the CLIENT for this phase of the project. J-U-B will provide documentation of costs for CLIENT review including invoices and reimbursing spreadsheets.

#### **B. Task 020: Preliminary Design**

1. Investigate the proposed job site at the Airport. Allow civil design personnel to become familiar with the proposed job site. Take photographs, perform a visual survey of the pavement areas, and otherwise document findings of visit. Take a survey of the airport and sample the pavement areas to quantify the cracks that will have to be filled during the project.
2. Assemble base data and base maps for the project work area from the design survey, previous projects undertaken, and available aerial data.
3. Prepare preliminary Design Plans (90% complete) for review and discussion with the CLIENT and FAA. It is anticipated that the project design will require ten (10) plan sheets including:
  - Sheet 1 – Cover
  - Sheet 2 – General Plan and Survey Control
  - Sheet 3 – General Legends, Symbols, and Plan Key
  - Sheet 4 – Construction Safety & Phasing Plan
  - Sheet 5 – Plan View Seal Coat
  - Sheet 6-7 – Pavement Marking Plan
  - Sheet 8 – Civil Details
4. Prepare preliminary Bidding and Construction Contract Documents and Technical Specifications (90% complete) based on latest version of FAA AC 150/5370-10 "Standards for Specifying Construction on Airports" including the current Regional Notice published by the FAA Airports Districts Office.
5. Complete preliminary quantities of the work items proposed and prepare a preliminary Engineer's Opinion of Probable Construction Cost Estimate based on construction cost estimates, phasing into workable portions for constructability, budget, and construction schedule and advise the CLIENT as to budget status. Sample areas will be used for estimating quantities of pavement cracks; approximately 20% of the runway surface will be evaluated for use as sample areas.
6. Prepare Draft Construction Safety and Phasing Plan (CSPP) and narrative in accordance with the most current Advisory Circular and prepare the checklist.
7. Prepare the Engineer's Design Report in conformance with FAA guidelines. The report shall include a Summary of the Project and its specific design issues, Project Schedule, reference to the Construction Safety and Phasing Plan, and Construction Cost Estimate.

8. Conduct in-house quality control/quality assurance review of preliminary design documents.
9. Prepare and submit one (1) FAA Form 7460 to airspace the project construction equipment.
10. Prepare and submit preliminary design draft submittal (design report, plans, specifications and cost estimate) for FAA (electronic submittal) and Client Review (1 hard copy and electronic submittal). Conduct a zoom meeting with FAA and CLIENT to review preliminary design package.

#### **C. Task 030: Final Design**

1. Prepare final Engineer's Design Report based on Peer, CLIENT, and FAA Reviews.
2. Finalize Bidding and Construction Contract Documents and Technical Specifications based on Peer, CLIENT, and FAA Reviews.
3. Finalize Design Plans based on Peer, CLIENT, and FAA Reviews.
4. Address FAA comments from Draft CSPP submittal, make final revisions, and prepare and submit Final Construction Safety and Phasing Plan and narrative in accordance with the most current Advisory Circular and prepare the checklist. Upload the CSPP for airspace review.
5. Complete final quantity calculations and prepare Final Engineer's Opinion of Probable Construction Cost Estimate.
6. Prepare and submit final plans, specifications, cost estimate, and final Construction Safety and Phasing Plan for FAA (electronic submittal) and Client (1 hard copy and electronic submittal) review and approval.
7. Prepare and submit four (4) FAA Quarterly Performance Reports and one (1) Fiscal Year End Financial FAA 271 and 425 forms for each grant, two (2) total, during this phase of the project.

#### **D. Task 040: Bidding**

1. Administer the public bid advertisement process including preparation of advertisement for CLIENT submittal to publication. Prepare and post electronic documents for distribution via Quest CDN. Bid schedule will be in accordance with the schedule determined in the predesign meeting.
2. 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.
3. 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.
4. Respond to questions that arise during the Contractor's or supplier's bid preparation process.
5. 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 the Omak City Hall.
6. Prepare detailed Bid Tabulations documenting bid results and submit to CLIENT and the FAA.
7. Assist the CLIENT with review and analysis of bids received. J-U-B will determine an 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.

#### **E. Task 050: Construction**

1. Prepare and distribute Notice of Award, Construction Agreement and other contract documents. Review Construction Agreement, bonds and insurance documents submitted by Contractor, and assist CLIENT and Contractor in processing documents for the project.
2. Coordinate with FAA and the CLIENT throughout the award process. Submit bid documentation including copies of all executed contract documents as required by the FAA.
3. Provide pre-construction coordination; prepare a detailed Pre-Construction Conference agenda and displays; conduct a Pre-Construction Conference on behalf of the CLIENT and prepare and issue minutes of the Pre-Construction Conference; include FAA items in conference agenda. It is anticipated that J-U-B will conduct this meeting at the Airport.
4. Review the Contractor's Work Schedule and verify that it is consistent with the requirements of the Contract Documents. Coordinate construction activity schedule with CLIENT and Airport operations.
5. Review submitted shop drawings, Contractor Safety and Security Plan, Quality Control Plan and all submittals required by the Contract Documents. Comment and return all submittals to Contractor for their use and/or revisions and resubmittal.
6. Organize and conduct weekly construction meetings with CLIENT, Contractor and others as appropriate. The Resident Project Representative will hold these meetings on the construction site. Meeting agenda and meeting minutes will be documented and distributed.
7. Provide one full-time project representative to monitor and document construction activities as appropriate. It is anticipated that J-U-B will provide a Resident Project Representative for a period of 10 working days at 10 hours per day.
8. Provide office administration support and assistance to the Resident Project Representative with the Project Manager or Office Administration as field activities may require.
9. J-U-B shall receive and review the Contractor's monthly requests for payment. J-U-B shall determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction.
10. Assist CLIENT with review of Contractor Wage and EEO documentation review. Conduct Wage interviews with Contractor personnel as required.
11. Prepare Contract Change Order/Supplemental Agreements in accordance with FAA Order 5100.38D-Appendix U. Conduct services associated with evaluation, negotiation, and preparation and processing of Contract Change Orders or Supplemental Agreements. Cost estimate is based on the production of one Change Order.
12. Conduct final and substantial completion inspections. A substantial completion inspection will be completed prior to re-opening the airport and one final completion inspection will be completed at the end of the project (upon second application of paint). Produce substantial and final completion inspection certificates and field review and documentation of "punch list" items.

**F. Task 060: Project Closeout**

1. Prepare two Construction Grant project reports and two sets of close-out documents (one of each for BIL and regular AIP grants) according to FAA requirements and submit to CLIENT and FAA.
2. Report Disadvantaged Business Enterprise (DBE) project participation for both BIL and regular AIP grants to FAA Civil Rights Connect including all calculations and background information for review and approval.
3. Assist and coordinate with independent auditors in locating appropriate documents for performing two (2) A-133 annual audits—one for the BIL grant and one for regular AIP grant. In addition to finding appropriate project files, answer questions as required.
4. Provide assistance to the CLIENT in assessing, costing, and updating the five-year Capital Improvement Plan for submittal to WSDOT Aviation.

### **PART 3 - ASSUMPTIONS AND EXCEPTIONS**

- No SMS plan is required on this project during the design or other portions of the project.
- No initial AGIS survey is required for this project.
- No identification of ownership of Navigational Aids or new Navigational Aids.
- No Modification of Standards will be required.
- It is assumed that the previous DBE Program Plan does not need to be updated or submitted for another FAA Civil Rights review and approval.
- This project will be funded using BIL and Regular AIP dollars in combination.
- This project has received an administrative Categorical Exclusion. Any additional environmental clearance efforts will be considered additional work and may require a contract modification.

## ATTACHMENT 1B- Fee Breakdown

<b>PROJECT TITLE:</b>	FY 2025 Runway Pavement Maintenance AIP 3-53-0042-018/019-2025	
<b>CLIENT:</b>	City of Omak, WA	
<b>JOB NUMBER:</b>	45-24-032	
<b>DATE:</b>	October 21, 2024	J-U-B Engineers, Inc. Fee Estimate (Design Phase)

TASK NO	PROJECT TASK	Principal \$285.00	Senior Engineer \$269.00	Project Manager \$220.00	Design Engineer \$141.00	CAD Designer \$168.00	Environ. Specialist \$216.00	Profess. Land Surveyor \$215.00	2-Person Survey Crew \$270.00	Admin. \$87.00	Trips	TOTAL HRS	TASK DIRECT COSTS
<b>001. Project Formulation Phase</b>													
1	Conduct Pre-Design Meeting	0	3	3	0	0	0	0	0	0	0	6	\$1,467.00
2	Project Scope Development & Formulation	1	1	4	0	0	0	0	0	0	0	6	\$1,434.00
3	Prepare Cost Proposal	0	1	3	0	0	0	0	0	0	0	4	\$929.00
4	Assist with Record of Negotiations	0	0	3	0	0	0	0	0	0	0	3	\$660.00
5	Prepare Professional Service Agreement	1	2	4	0	0	0	0	0	2	0	9	\$1,877.00
6	Prepare FAA Grant Applications (2 Grants)	0	0	4	4	0	0	0	0	2	0	10	\$1,618.00
7	Prepare FAA Sponsor Certifications	0	0	2	2	0	0	0	0	1	0	5	\$809.00
8	Project Management, Invoicing, etc.	0	0	12	6	0	0	0	0	12	0	30	\$4,530.00
9	Prepare Request for Reimbursements	0	0	12	4	0	0	0	0	8	0	24	\$3,900.00
<b>002. Preliminary Design Phase</b>													
1	Perform Site Walk Through	0	0	12	12	0	0	0	0	0	1	24	\$4,332.00
2	Assemble Base Map	0	0	2	4	8	0	0	0	0	0	14	\$2,348.00
3	Prepare 90% Preliminary Plans	0	2	16	16	50	0	0	0	0	0	84	\$14,714.00
4	Prepare 90% Preliminary Contract Docs & Specs	0	2	6	24	0	0	0	0	4	0	36	\$5,590.00
5	Prepare Cost Opinion	0	0	2	4	0	0	0	0	0	0	6	\$1,004.00
6	Prepare CSPP	0	1	4	10	4	0	0	0	0	0	19	\$3,231.00
7	Prepare Engineer's Design Report	0	0	4	10	0	0	0	0	4	0	18	\$2,638.00
8	Conduct In-House QC Review	2	2	0	0	0	0	0	0	0	0	4	\$1,108.00
9	Prepare 7460	0	0	2	4	2	0	0	0	0	0	8	\$1,340.00
10	Submit Preliminary Design Draft Submittal	0	0	2	0	0	0	0	0	2	0	4	\$614.00
<b>003. Final Design Phase</b>													
1	Finalize Design Report	0	0	2	3	0	0	0	0	1	0	6	\$950.00
2	Finalize Contract Docs & Specs	0	0	4	8	0	0	0	0	2	0	14	\$2,182.00
3	Finalize Construction Plans	0	0	4	8	12	0	0	0	0	0	24	\$4,024.00
4	Finalize CSPP	0	1	1	3	0	0	0	0	0	0	5	\$912.00
5	Complete Final Quantity Calculations and OPC	0	0	1	2	0	0	0	0	0	0	3	\$502.00
6	Submit Final Documents to FAA & Owner	0	0	2	0	0	0	0	0	2	0	4	\$614.00
7	FAA Quarterly and Year End Financial Reports	0	0	2	6	0	0	0	0	0	0	8	\$1,286.00
Sub -Total Design		4	15	113	130	76	0	0	0	40	1	378	\$64,613.00

## ATTACHMENT 1B- Fee Breakdown

<b>PROJECT TITLE:</b>	FY 2025 Runway Pavement Maintenance AIP 3-53-0042-018/019-2025		
<b>CLIENT:</b>	City of Omak, WA		
<b>JOB NUMBER:</b>	45-24-032		
<b>DATE:</b>	October 21, 2024	J-U-B Engineers, Inc. Fee Estimate (Design Phase)	

TASK NO	PROJECT TASK	Principal	Senior Engineer	Project Manager	Design Engineer	CAD Designer	Environ. Specialist	Profess. Land Surveyor	2-Person Crew	Admin.	Trips	TOTAL HRS	TASK DIRECT COSTS
<b>LABOR:</b>													
	Labor + Direct Overhead Subtotal + Fixed Fee	4	15	113	130	76	0	0	0	40	1	378	\$64,613.00
<b>EXPENSES:</b>													
		Cost Per Unit	Air Trips	Ground Trips	Days	Hours	Trip Miles		Markup				
	Air Travel	\$600.00	0						1.0				\$0.00
	Mileage	\$0.670		1			280		1.0				\$187.60
	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
<b>SUBCONSULTANTS:</b>													
	1						\$0		1.0				\$0.00
	2						\$0		1.0				\$0.00
	3						\$0		1.0				\$0.00
	Subtotal - Labor + Overhead + Fixed Fee												\$64,613.00
	Subtotal - Expenses												\$187.60
	Subtotal - Subconsultants												\$0.00
	<b>Total - Project Design Fees</b>												<b>\$64,800.00</b>

## ATTACHMENT 1B- Fee Breakdown

<b>PROJECT TITLE:</b>	FY 2025 Runway Pavement Maintenance AIP 3-53-0042-018/019-2025	
<b>CLIENT:</b>	City of Omak, WA	
<b>JOB NUMBER:</b>	45-24-032	
<b>DATE:</b>	October 21, 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	TASK
		\$248.00	\$234.00	\$191.00	\$123.00	\$150.00	\$172.00	\$111.00	Survey	\$76.00		HRS	DIRECT COSTS
<b>004. Bidding Phase</b>													
1	Administer Bidding Process	0	0	4	0	0	0	0	0	4		8	\$1,068.00
2	Provide Pre-Bid Conference	0	0	10	2	0	0	0	0	1	1	13	\$2,232.00
3	Prepare Bid Addendums	0	1	4	4	0	0	0	0	0		9	\$1,490.00
4	Respond to Bidders Questions	0	1	2	8	0	0	0	0	0		11	\$1,600.00
5	Conduct Bid Opening	0	0	10	0	0	0	0	0	0	1	10	\$1,910.00
6	Prepare Bid Tabulations	0	1	1	0	0	0	0	0	2		4	\$577.00
7	Prepare Bid & Cost Analysis	0	0	1	2	0	0	0	0	2		5	\$589.00
<b>005. Construction Phase</b>													
1	Prepare Construction Award Documents	0	0	1	2	0	0	0	0	4		7	\$741.00
2	Coordinate with FAA & Client on Award	0	0	2	2	0	0	0	0	0		4	\$628.00
3	Conduct Pre-Construction Conference	0	0	10	0	10	0	0	0	0	1	20	\$3,410.00
4	Review & Coordinate Contractor Schedule	0	0	0	2	0	0	0	0	0		2	\$246.00
5	Review Shop Drawings & Submittals	0	0	2	20	0	0	0	0	0		22	\$2,842.00
6	Conduct Weekly Construction Meeting	0	0	20	0	0	0	0	0	0		20	\$3,820.00
7	Provide Project Representative	0	0	0	20	100	0	0	0	0	4	120	\$17,460.00
8	Provide Office Administration Support	0	2	2	8	0	0	0	0	4		16	\$2,138.00
9	Review Contractor's Pay Request	0	0	2	0	0	0	0	0	0		2	\$382.00
10	Wage and EEO Documentation Review	0	0	2	0	0	0	0	0	12		14	\$1,294.00
11	Prepare Construction Change Orders	0	2	2	4	0	0	0	0	0		8	\$1,342.00
12	Conduct Final & Substantial Completion	0	0	10	0	0	0	0	0	0	1	10	\$1,910.00
<b>006. Project Close Out Phase</b>													
1	Prepare Two Final Reports for Each FAA Grant	0	0	2	10	0	0	0	0	3		15	\$1,840.00
2	Report DBE Participation	0	0	0	4	0	0	0	0	0		4	\$492.00
3	Assist with Independent Audit	0	0	8	0	0	0	0	0	0		8	\$1,528.00
4	Assist with 5-year CIP	0	0	8	8	0	0	0	0	0		16	\$2,512.00
Sub -Total Design		0	7	103	96	110	0	0	0	32	8	348	\$52,051.00



## ATTACHMENT 1B- Fee Breakdown

<b>PROJECT TITLE:</b>	FY 2025 Runway Pavement Maintenance AIP 3-53-0042-018/019-2025		
<b>CLIENT:</b>	City of Omak, WA		
<b>JOB NUMBER:</b>	45-24-032		
<b>DATE:</b>	October 21, 2024	J-U-B Engineers, Inc. Fee Estimate (Bidding & Construction Phase)	

TASK NO	PROJECT TASK	Principal	Senior Engineer	Project Manager	Design Engineer	Construct Observer	Construct Manager	GIS Analyst	2-Person Survey Crew	Admin.	Trips	TOTAL HRS	TASK DIRECT COSTS
<b>LABOR:</b>													
	Labor + Direct Overhead Subtotal + Fixed Fee	0	7	103	96	110	0	0	0	32	8	348	\$52,051.00
	Fixed Fee									15.00%			\$7,807.65
	Total Labor + Overhead + Fixed Fee												\$59,858.65
<b>EXPENSES:</b>													
		Cost Per Unit	Air Trips	Ground Trips	Days	Hours	Trip Miles		Markup				
	Air Travel	\$600.00	0						1.0				\$0.00
	Mileage	\$0.670		8			280		1.0				\$1,500.80
	Per Diem	\$55.00			10				1.0				\$550.00
	Lodging	\$150.00			10				1.0				\$1,500.00
	GPS Survey Unit	\$46.50					0		1.0				\$0.00
	Printing	\$0.00							1.0				\$0.00
<b>SUBCONSULTANTS:</b>													
	1						\$0		1.0				\$0.00
	2						\$0		1.0				\$0.00
	3						\$0		1.0				\$0.00
	Subtotal - Labor + Overhead + Fixed Fee												\$59,858.65
	Subtotal - Expenses												\$3,550.80
	Subtotal - Subconsultants												\$0.00
	<b>Total -Project Bidding &amp; Construction Fees</b>												<b>\$63,410.00</b>



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

J-U-B ENGINEERS, INC.

Standard Exhibit A – Construction Phase Services

Client Name: City of Omak

Project: Runway Pavement Maintenance

The FAA Agreement for Professional Services dated \_ is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'FAA Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- 1. General Administration of the Contract Documents. Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
2. Pre-Construction Conference. Participate in a pre-construction conference.

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

- Yes
- No

a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

- Yes
- No

b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

- Yes
- No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

- Yes
- No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

- Yes
- No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

- Yes
- No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

- Yes
- No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

- Yes
- No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

- Yes  
 No
10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- Yes  
 No
11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- Yes  
 No
12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- Yes  
 No
13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- Yes  
 No
14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- Yes  
 No
15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

*General Limitation of Responsibilities.* J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- Yes  
 No
- 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
- Yes  
 No
- 2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
- Yes  
 No
- 3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
- Yes  
 No
- 4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.
- Yes  
 No
- 5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
- Yes  
 No
- 6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.
- Yes  
 No
- 7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.
- Yes  
 No
- 8. *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.
- Yes  
 No
- 9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

## CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

## RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.
3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *Review of Work and Rejection of Defective Work.*
  - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
  - b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
  - a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
  - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.
  - c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.
  - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.
10. *Records.*
  - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
  - b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.
  - c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
  - d) Maintain records for use in preparing documentation of the Work.
  - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.

11. *Reports.*
  - a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
  - c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
  - d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.
12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.
14. *Completion.*
  - a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
  - b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
  - c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
  - d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .
3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.



## **CLIENT'S RESPONSIBILITIES**

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub-consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

## **INDEMNIFICATION**

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J U B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J U B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J U B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

## MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel  
City Administrator

Date: January 6, 2025

Subject: Resolution 02-2025 Accept Arena Lighting Grant

---

The attached Resolution 02-2025, Accepting Department of Commerce Grant 25-96647-113 Omak Arena LED Lighting Project, is forwarded for your consideration.

Omak Stampede, Inc. was awarded a Capital Grant to replace lighting fixtures. To use this funding, it must be passed through the government agency responsible for the facility, which is the City of Omak.

This application is the result of a formal transfer request made to the Department of Commerce. The Grant is for \$179,450 and will not require any repayment.

I support this Resolution and Urge its Adoption.

**RESOLUTION NO. 02-2025**

**A RESOLUTION OF THE OMAK CITY COUNCIL ACCEPTING DEPARTMENT  
COMMERCE GRANT 25-96647-113 OMAK ARENA LED LIGHTING PROJECT**

**WHEREAS**, Omak Stampede, Inc. was successful in securing a Capital grant for the upgrade and replacement of lighting fixtures within the Omak Arena facility; and

**WHEREAS**, this project will replace existing obsolete lighting with LED fixtures, that will conserve energy and reduce operating and maintenance costs; and

**WHEREAS**, this grant requires the City of Omak, as the responsible government agency of the Omak Arena, administer this project; and

**WHEREAS**, the formal transfer of this project from Omak Stampede, Inc. to the City of Omak has been completed.

**NOW, THEREFORE BE IT RESOLVED by the City Council** of the City of Omak, that the Department of Commerce Grant 25-96647-113 Omak Arena LED Lighting Project, a copy of which is attached hereto as Exhibit "A" is hereby accepted.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael Howe, City Attorney



**Grant to**

City of Omak

through

The Local Community Projects Program

**For**

Omak Arena LED Lighting Project

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**FACE SHEET**

Grant Agreement Number: 25-96647-113  
 Project Name: Omak Arena LED Lighting Project

**Washington State Department of Commerce  
 Local Government Division  
 Local Community Projects**

<b>1. GRANTEE</b> City of Omak PO BOX 72 OMAK, Washington 98841-0072		<b>2. GRANTEE Doing Business As (optional)</b>	
<b>3. GRANTEE Representative</b> Todd McDaniel City Administrator (509) 826-1170 admin@omakcity.com		<b>4. COMMERCE Representative</b> Sarah Alway Program Manager (360) 725-2978 sarah.alway@commerce.wa.gov	
<b>5. Grant Amount</b> \$179,450.00		<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	
<b>7. Start Date</b> Upon Final Signature		<b>8. End Date</b> June 30, 2025, if funds are not reappropriated; June 30, 2027, contingent on reappropriation.	
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency</b> N/A	
<b>CFDA Number</b> N/A		<b>10. Tax ID #</b> 91-6001262	
<b>11. SWV #</b> SWV0007412-00		<b>12. UBI #</b> 243-000-002	
<b>13. UEI #</b> N/A		<b>14. Grant Purpose</b> The purpose of this performance-based Grant Agreement is to provide funding for the Omak Arena LED Lighting Project as described in Attachment A – Scope of Work.	
COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant Agreement are governed by this Grant Agreement and the following other documents incorporated by reference: Grant Agreement Terms and Conditions including Attachment A – Scope of Work, Attachment B – Budget, Attachment C – Certification of Availability of Funds to Complete the Project, Attachment D – Certification of the Payment and Reporting of Prevailing Wages, and Attachment E – Certification of Intent to Enter LEED Process, application as submitted for grant funding, applicable Local Community Projects Program Notice of Funding Availability, and applicable Local Community Projects Program Guidelines (as they may be revised from time to time).			
<b>FOR GRANTEE</b>  _____ Todd McDaniel, City Administrator City of Omak  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director Local Government Division  _____ Date  <b>TEMPLATE APPROVED AS TO FORM</b>  _____ Lisa Koperski, Assistant Attorney General, on 7/22/2024	



**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

THIS GRANT AGREEMENT, entered into by and between the Grantee, a Local Government, and WASHINGTON STATE DEPARTMENT OF COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050(5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2024, Chapter 375, Section 1018 made an appropriation to support the 2025 Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction and equipment, or rehabilitation activities of the Project.

GRANTEE and COMMERCE are individually a “party” and, collectively, the “parties.”

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

**1. GRANT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant Agreement.

**2. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$179,450.00 for the capital costs necessary for or incidental to the performance of work as set forth in Attachment A (Scope of Work).

**3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES**

- A.** The release of state funds under this Grant Agreement is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT). Such non-state sources may consist of a combination of any of the following:
- i.** Eligible Project expenditures prior to the execution of this Grant Agreement.
  - ii.** Cash dedicated to the Project.
  - iii.** Funds available through a letter of credit or other binding loan commitment(s).
  - iv.** Pledges from foundations or corporations.
  - v.** Pledges from individual donors.
  - vi.** The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will

not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.

vii. In-kind contributions, subject to COMMERCE'S approval.

B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources and shall make such records available for COMMERCE's review upon reasonable request.

#### **4. STATE PUBLIC WORKS**

For work done at the cost of the State, GRANTEE must comply with public works statutes RCW 39.04 and RCW 39.10, apprenticeship requirements, and the State and local building codes, as applicable. If GRANTEE has questions about compliance, GRANTEE will need to visit the [Washington State Department of Labor & Industries Public Works Projects website](#) for more information.

#### **5. SITE CONTROL**

GRANTEES who receive grants for construction, purchase or renovation of facilities must provide written evidence of and maintain site control, either through outright ownership of the subject property or a long-term lease, for a minimum of 10 years after the later of: (1) final grant payment; or (2) the date when the facility is made usable to the public for the purpose intended by the Washington State Legislature, including GRANTEE having secured all required licenses, certifications, and/or permits. GRANTEES must provide written evidence of continuing site control as may be requested by COMMERCE.

#### **6. DOCUMENTATION AND SECURITY**

The provisions of this Section shall apply to capital projects performed by nonprofit organizations and public benefit corporations that involve the expenditure of over \$250,000 in State funds. The provisions may also apply to Tribes, depending on the location of the Project. Additionally, COMMERCE reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this Section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for pre-design or design only are exempt from this Section.

A. Deed of Trust. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the Deed of Trust). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within 90 calendar days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.

B. Term of Deed of Trust; Commitment Period. The Deed of Trust shall remain in full force and effect for a minimum period of ten (10) years following the later of: (1) final payment of state funds to the GRANTEE under this Grant Agreement; or (2) the date when:

- i. the facility improved or acquired with grant funds; or
- ii. a distinct phase of the Project

is made useable to the public for the purpose intended by the Washington State Legislature (the Commitment Period). Upon satisfaction of the Commitment Period term requirement and all other Grant Agreement terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.

- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Covenant. If the Project will be partially funded by a loan and the term of said loan is less than the Commitment Period as defined in Special Terms and Conditions Section 6(B), COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this Grant Agreement for at least the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- E. Subordination. COMMERCE may agree to subordinate its Deed of Trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within 30 calendar days of receiving the request.
- F. Deed of Trust on Leased Property. COMMERCE may require, at its sole discretion, a Deed of Trust on the fee interest of the real property where the Project is located, if the Project is on leased property

**7. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES**

When all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement under this Grant Agreement as follows:

- A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or a current property tax statement.
- B. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

**8. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**

Payments to the GRANTEE shall be made on a reimbursement basis only. The GRANTEE may be reimbursed, at the rate set forth elsewhere in this Grant Agreement, for work associated with the Project expenditures Unless authorized by the Washington State Legislature, only those Project costs incurred after the date of execution, may be reimbursed. Reimbursable cost are determined by the Scope of Work, Attachment A. Generally costs within the following cost categories are considered capital expenditures:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
  - i. Site preparation and improvements;
  - ii. Permits and fees;
  - iii. Labor and materials;
  - iv. Taxes on Project goods and services;
  - v. Capitalized equipment;
  - vi. Information technology infrastructure; and

- vii. Landscaping.
- E. Other costs authorized through the legislation.

## **9. BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the GRANTEE for up to 100% of each invoice for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period. The GRANTEE must submit all Invoice Vouchers and any required documentation electronically. Submissions shall be in accordance with directions provided by COMMERCE. Funds are reimbursement based and cannot be advanced under any circumstance. Disbursements of funds for invoices due and payable within 30 days are not considered advanced payments.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from subgrantees/subcontractors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed at the time the voucher is submitted or within 30 calendar days of Commerce's disbursement of payment. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted or within 30 calendar days thereafter.

The voucher must be certified (i.e., signed) by an official of the GRANTEE with authority to bind the GRANTEE. The voucher shall be submitted to COMMERCE within 60 calendar days following the completion of work or other termination of this Grant Agreement, or within 15 calendar days following the end of the State biennium unless Grant Agreement funds are re-appropriated by the Washington State Legislature in accordance with Special Terms and Conditions Section 18 (Reappropriation).

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another contract or grant agreement, GRANTEE must clearly identify such contracts or grant agreements in the transmittal letter and request for payment.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. In the event that the award amount in Special Terms and Conditions Section 2 (Compensation) is expended before construction completion of the Project, as identified in Attachment A (Scope of Work), the GRANTEE agrees to continue providing complete Project Status Report updates to their COMMERCE Representative annually or upon request.

COMMERCE will pay GRANTEE upon receipt and approval of properly completed invoices and supporting documentation, which shall be submitted to the Representative for COMMERCE not more often than monthly. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. Payment shall be considered timely if made by COMMERCE within 30 calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

Notwithstanding the foregoing, COMMERCE may, in its sole discretion, holdback up to the final 10% of grant funds until the Project is complete and the facility has been issued a Certificate of Occupancy from the appropriate local permitting entity, or for projects without occupiable space, when

comparable evidence of Project completion is submitted by GRANTEE. The Certificate of Occupancy /evidence of completion should be submitted with GRANTEE's final request for reimbursement.

## **10. CLOSEOUT CERTIFICATION**

The GRANTEE shall complete and submit a Closeout Certification Form when:

- A.** All activities identified in the Scope of Work shown on Attachment A are complete and the Project is useable to the public for the purpose intended by the Washington State Legislature, or
- B.** When final payment is made and GRANTEE has certified that the Project will be completed and the public benefit described will be maintained for the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).

Notwithstanding anything in A. or B. above, the right of COMMERCE to recapture funds or seek other remedies for failure to make the Project usable to the public shall survive the closeout or termination of this Grant Agreement.

COMMERCE reserves the right to request additional information related to the Project.

## **11. INSURANCE**

### **A. Insurance Requirements for Reimbursable Activities**

The GRANTEE must have insurance coverage that is substantially similar to the coverage described in Section 11B below for all periods in which GRANTEE performed work for which it will seek reimbursement. The intent of the required insurance is to protect the State of Washington should there be any Claims, suits, actions, costs, damages or expenses arising from any loss or negligent or intentional act or omission of the GRANTEE or subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant Agreement.

### **B. Additional Insurance Requirements During the Term of the Grant Agreement**

- i.** The GRANTEE shall provide proof to COMMERCE of insurance coverage that shall be maintained in full force and effect, as indicated below, and shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section:

- a. Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of or related to this Grant Agreement but in no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of or related to subgrants/subcontracts (if any). Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the Commitment Period as defined in Special Terms and Conditions Section 6(B). This insurance must be maintained throughout the term of the Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B).

- b. Property Insurance.** The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

- 1. Loss or damage by fire and such other risks;
      - 2. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
      - 3. Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or building on the premises.

This property insurance coverage must be maintained in full force and effect throughout the term of this Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B).

**c. Professional Liability, Errors, and Omissions Insurance.** If GRANTEE will be providing any professional services to be reimbursed under this Grant Agreement, the GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The State of Washington, the Department of Commerce, its agents, officers, and employees need not be named as additional insureds under this policy. This insurance must be maintained throughout the Commitment Period as defined in Special Terms and Conditions Section 6(B). GRANTEE shall require that any subgrantees/subcontractors providing professional services that are reimbursable under this Grant Agreement maintain Professional Liability or Errors and Omissions Insurance at the coverage levels set forth in this subsection.

**d. Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss where:

1. The amount of fidelity coverage secured pursuant to this Grant Agreement shall be \$2,000,000 or the highest of planned reimbursement for the Grant Agreement period, whichever is lower. Fidelity insurance secured pursuant to this paragraph shall name the State of Washington, the Department of Commerce, its agents, officers, and employees as beneficiary.

2. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent (if any) as beneficiary.

3. Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this Grant Agreement until GRANTEE has submitted a Closeout Certification Form, subject to the following: Fidelity Insurance must be issued on either (a) a "loss sustained" basis; or (b) if issued on a "loss-discovered" basis, provide coverage for at least 6 months following the date of COMMERCE's receipt of the Closeout Certification Form.

- ii. The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except as otherwise set forth in this Section, each insurance policy shall name "the State of Washington the Department of Commerce, its agents, officers, and employees" as additional insureds on all policies. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE 30 calendar days' advance notice of any insurance cancellation or modification.
- iii. The GRANTEE shall submit to COMMERCE within 15 calendar days of the Grant Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section including, without limitation, the type of insurance coverage under the policy, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided 30 days' advance written notice of cancellation. During the term of the Grant Agreement, the GRANTEE shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section. Additionally, GRANTEE shall provide copies of insurance instruments or certifications at COMMERCE's request and until six month after COMMERCE has received a Closeout Certification Form from GRANTEE. Copies of

such insurance instruments and certifications will be provided within 15 calendar days of COMMERCE's request unless otherwise agreed to by the parties.

**iv. GRANTEES and Local Governments that Participate in a Self-Insurance Program.**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate Claim liability information reported on the balance sheet. The State of Washington, the Department of Commerce, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Grant Agreement.

**12. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Applicable federal and State of Washington statutes and regulations
- 2) Special Terms and Conditions
- 3) General Terms and Conditions
- 4) Attachment A – Scope of Work
- 5) Attachment B – Project Budget
- 6) Attachment C – Certification of the Availability of Funds to Complete the Project
- 7) Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- 8) Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process
- 9) Application as submitted by the GRANTEE for funding
- 10) Notice of Funding Availability
- 11) Program Guidelines, as revised. GRANTEE acknowledges that the Program Guidelines may be revised by COMMERCE from time to time and agrees that the most recent version of the Guidelines shall be applicable. COMMERCE will post notice on its website <https://www.commerce.wa.gov/building-infrastructure/capital-facilities/> drawing attention to the sections of the Guidelines that have been revised.

**13. REDUCTION IN FUNDS**

In the event that funds appropriated for the Project contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature, or other funding source, during the Grant Agreement period, the parties understand and agree that COMMERCE may suspend, amend, or terminate the Grant Agreement to abide by the revised funding limitations. The parties understand and agree that GRANTEE shall be bound by any such

revised funding limitations as implemented at the discretion of COMMERCE and shall meet and renegotiate the Grant Agreement accordingly.

#### **14. REAPPROPRIATION**

- A. The parties hereto understand and agree that any State funds not expended by the End Date listed on the Face Sheet will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the State's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

#### **15. OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; **provided, however, that** COMMERCE may be granted a security interest in real property to secure funds awarded under this Grant Agreement. This provision does not extend to Claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

#### **16. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY**

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved using state funds under this Grant Agreement shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this Section; **provided, however, that** any such sale shall be subject to prior review and approval by COMMERCE and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the state general fund pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and Conditions Section 27 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

#### **17. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE**

- A. The GRANTEE understands and agrees that any and all real property or facilities leased by the GRANTEE that are constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of the Commitment Period as defined in Special Terms and Conditions Section 6(B).
- B. In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the state general fund pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of



Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and Conditions Section 27 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

**18. MODIFICATION TO THE PROJECT BUDGET**

- A. Notwithstanding any other provision of this Grant Agreement, the GRANTEE may, at its discretion, make modifications to line items in Attachment B (Project Budget) that will not increase the line item by more than 15%.
- B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in Attachment B (Project Budget) that would increase the line item by more than 15%. Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this Grant Agreement that would cause one or more budget line items to exceed the 15% threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this Grant Agreement will retain and make any and all documents related to such budget modifications a part of their respective Grant Agreement file.
- D. Nothing in this Section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Special Terms and Conditions Section 2 (Compensation) of this Grant Agreement.

**19. SIGNAGE, MARKERS AND PUBLICATIONS**

**A. Taxpayers of Washington State as participant in funding Project**

If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify “The Taxpayers of Washington State” as a participant.

**B. Ensure coordinated Climate Commitment Act branding.**

If Climate Commitment Act funding is involved in this Grant Agreement, then the following provisions apply to GRANTEE and its subgrantees/subcontractors including, without limitation, any and all contractors, subgrantees/subcontractors, service providers, and others who assist GRANTEE in implementing the Project in order to strengthen public awareness of how CCA funding is used and to ensure consistent branding and funding acknowledgments:

- i. Funding source acknowledgement. - The GRANTEE must display or circulate in any and all communications including, without limitation, on websites and in announcements, press releases, and publications used for media-related activities, publicity, and public outreach that: “The is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at [www.climate.wa.gov](http://www.climate.wa.gov).”
- ii. Include the “Climate Commitment Act” logo at [climate.wa.gov/brandtoolkit](http://climate.wa.gov/brandtoolkit), consistent with the branding guidelines posted at [climate.wa.gov/brandtoolkit](http://climate.wa.gov/brandtoolkit) for:
  - a. any Project website or webpage that includes logos from other funding partners; and/or
  - b. any Project media or public information materials that include logos from other funding partners; and/or
  - c. On-site signage, to the extent possible. By way of example only, this means that for consumer-related projects or programs, a decal may be placed on front of installed heat pump or a logo printed on a delivery tag.

- iii. The GRANTEE is responsible for ensuring that its subgrantees/subcontractors comply with Section 19(B).

## **20. HISTORICAL AND CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Grant Agreement, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02 or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the Project funded by this Grant Agreement.

In addition to the requirements set forth in this Grant Agreement, GRANTEE shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with COMMERCE and the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Grant Agreement.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the State's historical preservation officer at DAHP, and the COMMERCE Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subgrants/subcontracts for work or services related to the Project described in Attachment A (Scope of Work).

In addition to the requirements set forth in this Grant Agreement, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records, RCW 27.53 regarding Archaeological Sites and Resources, RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves, and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the GRANTEE finds it necessary to amend the Project described in Attachment A (Scope of Work), the GRANTEE may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

## **21. TERMINATION FOR FRAUD OR MISREPRESENTATION**

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant Agreement.

## **22. FRAUD AND OTHER LOSS REPORTING**

GRANTEE shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant Agreement immediately or as soon as practicable to the COMMERCE Representative identified on the Face Sheet.

**23. PUBLIC RECORDS ACT**

Notwithstanding General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE is a public agency subject to the Public Records Act, RCW 42.56 (PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Grant Agreement is not intended to alter COMMERCE's obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE may notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

**24. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK**

General Terms and Conditions Section 16 (Copyright Provisions) are not intended to apply to any architectural and engineering design work funded by this Grant Agreement.

**25. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. General Terms and Conditions Section 47 (Treatment of Assets) is superseded by this provision.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**1. DEFINITIONS**

As used throughout this Grant Agreement, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "Claim" shall mean any and all claims, losses, costs, damage, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), and attorneys' fees and costs.
- C. "COMMERCE" shall mean the Washington State Department of Commerce.
- D. "Grant Agreement" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any attachments, exhibits, documents, or materials incorporated by reference, and any amendments executed by the parties.
- E. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant Agreement and shall include all employees and agents of the GRANTEE.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use, or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G. "State" shall mean the State of Washington.
- H. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant Agreement under a separate subcontract or subgrant with the GRANTEE. The term "subgrantee/subcontractor" refers to any tier.

**2. ACCESS TO DATA**

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant Agreement to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

**3. ADVANCE PAYMENTS PROHIBITED**

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

**4. ALL WRITINGS CONTAINED HEREIN**

This Grant Agreement contains all the terms and conditions agreed upon by the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

**5. ALLOWABLE COSTS**

Costs allowable under this Grant Agreement are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Agreement Award or Amendment Face Sheet.

**6. AMENDMENTS**

This Grant Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

**7. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35**

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**8. ASSIGNMENT**

Neither this Grant Agreement nor any Claim arising under this Grant Agreement, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

**9. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant Agreement, in the event of litigation or other action brought to enforce Grant Agreement terms, each party agrees to bear its own attorneys' fees and costs.

**10. AUDIT**

**A. General Requirements**

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services and provide documentation of the audit to COMMERCE based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees/subcontractors also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees/subcontractors.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within 30 calendar days of the date of request.

**B. State Funds Requirements**

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a qualified certified public accountant.

The GRANTEE shall include the above audit requirements in any and all subgrants or subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE at any time during the Commitment Period as defined in Special Terms and Conditions Section 6(B).

**C. Documentation Requirements**

The GRANTEE must send a copy of the audit report described above no later than 9 months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to [comacctooffice@commerce.wa.gov](mailto:comacctooffice@commerce.wa.gov) or a hard copy to:

Washington State Department of Commerce  
ATTN: Audit Review and Resolution Office  
1011 Plum Street SE  
PO Box 42525  
Olympia, WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- i. Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE; and
- ii. Copy of the Management Letter.

If the GRANTEE is required to obtain a single audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

**11. BREACHES OF OTHER STATE CONTRACTS**

GRANTEE is expected to comply with all other contracts and grant agreements executed between GRANTEE and the State of Washington. A breach of any other contract or grant agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's sole discretion, be deemed a breach of this Grant Agreement.

**12. CODE REQUIREMENTS**

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

**13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

**A.** "Confidential Information" as used in this Section includes:

- i. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE; and
- ii. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the GRANTEE that may not be disclosed under state or federal law.

**B.** The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant Agreement and shall not use, share, transfer, sell, or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of Confidential Information or violation of any related state or federal laws. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such

policies and procedures as they apply to this Grant Agreement whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within 5 working days of GRANTEE's discovery of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

#### **14. CONFORMANCE**

If any provision of this Grant Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

#### **15. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, RCW 42.52 and RCW 42.23, or any similar statute involving the GRANTEE in the procurement of, or performance under, this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. The GRANTEE and all subgrantees/subcontractors (if any) must identify any person employed in any capacity by the State of Washington that worked on this Grant Agreement, or any matter related to the Project funded under this Grant Agreement or any other state funded project, including, but not limited to, formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant Agreement. Any person identified by the GRANTEE and their subgrantees/subcontractors (if any) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a grant.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in Section 18 General Terms and Conditions (Disputes) of this Grant Agreement.

#### **16. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event that the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, and register as well as the ability to transfer these rights.

For Materials that are delivered under the Grant Agreement, but that incorporate pre-existing materials not produced under the Grant Agreement, the GRANTEE grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant Agreement. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

#### **17. DISALLOWED COSTS**

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees/subcontractors.

#### **18. DISPUTES**

Except as otherwise provided in this Grant Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- i. be in writing;
- ii. state the disputed issues;
- iii. state the relative positions of the parties;
- iv. state the GRANTEE's name, address, and Grant Agreement number; and
- v. be mailed to the Director and the other party's (respondent's) Grant Agreement Representative within 3 working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within 5 working days.

The Director or designee shall review the written statements and reply in writing to both parties within 10 working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

#### **19. DUPLICATE PAYMENT**

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other grant, subgrant/subcontract, contract, or



agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this Grant Agreement does not duplicate any work to be charged against any other grant, subgrant/subcontract, contract, or agreement.

**20. GOVERNING LAW AND VENUE**

This Grant Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought shall be in the Superior Court for Thurston County.

**21. INDEMNIFICATION**

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the State of Washington, COMMERCE, agencies of the State, and all officials, agents, employees, and representatives of the State, from and against all Claims for injuries or death arising out of or resulting from the performance of the Grant Agreement.

The GRANTEE'S obligation to indemnify, defend, and hold harmless includes any Claim by any and all of GRANTEE'S agents, employees, representatives, and/or subgrantee(s)/subcontractor(s) (and their agents, employees, and representatives, to the extent that GRANTEE is using any subgrantee/subcontractor for the Project).

The GRANTEE'S obligations shall not include such Claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and/or employees. If the Claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents, and/or employees and (b) the GRANTEE, its subgrantees/subcontractors, agents, and/or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the GRANTEE (and/or its subgrantees/subcontractors) and their agents, officers, representatives, and/or employees.

The GRANTEE waives its immunity under RCW 51 to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officers, agents, and/or employees.

**22. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The GRANTEE and its employees, officers, representatives, and/or agents performing under this Grant Agreement are not employees or agents of the State of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the State of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege, or benefit which would accrue to such officer or employee under law. Conduct and control of the work associated with the Project will be solely with the GRANTEE.

**23. INDUSTRIAL INSURANCE COVERAGE**

The GRANTEE shall comply with all applicable provisions of RCW 51 (Industrial Insurance). If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Grant Agreement and transmit the deducted amount to the Department of Labor and Industries (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

**24. LAWS**

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations, and policies of local and state and federal governments, as now or hereafter amended.

**25. LICENSING, ACCREDITATION, AND REGISTRATION**

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements or standards necessary for the performance of this Grant Agreement.

**26. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to enter, alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

**27. LOCAL PUBLIC TRANSPORTATION COORDINATION**

Where applicable, GRANTEE shall participate in local public transportation forums and implement strategies designed to ensure access to services.

**28. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

- A. During the performance of this Grant Agreement, the GRANTEE, including any subgrantee/subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies including, but not be limited to, not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subgrantee/subcontractor, has a collective bargaining or other agreement. The funds provided under this Grant Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant Agreement.
- B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subgrantee/subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).
- C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subgrantee/subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subgrantee/subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subgrantee/subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subgrantee/subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subgrantee/subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

**29. PAY EQUITY**

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

- B.** GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
- i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels; and/or
  - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential; and/or
  - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise Services determines that the GRANTEE is not in compliance with this Section.

### **30. POLITICAL ACTIVITIES**

Political activity of GRANTEE employees and officers are limited by the Campaign Disclosure and Contribution provisions of RCW 42.17a and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

### **31. PREVAILING WAGE LAW**

The GRANTEE certifies that all subgrantees/subcontractors performing work on the Project shall comply with State Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this Grant Agreement, including, but not limited to, the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE's review upon request. The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

### **32. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant Agreement **provided, however, that** reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Project costs.

### **33. PUBLICITY**

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the State of Washington or COMMERCE's name is mentioned, or language used from which the connection with the State of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**34. RECAPTURE**

In the event that the GRANTEE fails to perform this Grant Agreement in accordance with state or federal laws, and/or the provisions of this Grant Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance (which may include all funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility) in addition to any other remedies available at law or in equity.

COMMERCE's ability to recapture or seek remedies shall survive any receipt of a Closeout Certification Form or termination of this Grant Agreement.

Repayment by the GRANTEE of funds under this Section shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant Agreement.

**35. RECORDS MAINTENANCE**

The GRANTEE shall maintain books, records, documents, data, and other evidence relating to this Grant Agreement and performance of the services described herein, including, but not limited to, accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant Agreement.

GRANTEE shall retain such records for a period of 6 years following the date of final payment. At no additional cost, these records, including materials generated under the Grant Agreement, shall be subject at all reasonable times to inspection, review, or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, Claim, or audit is started before the expiration of the 6 year period, the records shall be retained until all litigation, Claims, or audit findings involving the records have been resolved.

**36. REGISTRATION WITH DEPARTMENT OF REVENUE AND SECRETARY OF STATE**

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue and current with all required filings. Nonprofit and for-profit businesses must also be registered with the Washington Secretary of State.

**37. RIGHT OF INSPECTION**

At no additional cost, the GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant Agreement. At no additional cost, the GRANTEE shall also provide any documents related to this Grant Agreement to COMMERCE upon request to assist COMMERCE in the periodic monitoring of this Grant Agreement.

**38. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, COMMERCE may terminate the Grant Agreement under the "Termination for Convenience" clause, without the 10 calendar day notice requirement. In lieu of termination, the Grant Agreement may be amended to reflect the new funding limitations and conditions.

**39. SEVERABILITY**

The provisions of this Grant Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant Agreement.

**40. SITE SECURITY**

While on COMMERCE premises, GRANTEE, its agents, employees, and/or subgrantees/subcontractors shall conform in all respects with physical, fire, and other security policies or regulations.

**41. SUBGRANTING/SUBCONTRACTING**

- A. GRANTEE must execute binding agreements with all subgrantees/subcontractors that will perform work under this Grant Agreement.
- B. GRANTEE must ensure that any and all subgrantees/subcontractors that perform work related to this Project are duly authorized and licensed in Washington State to perform the work contemplated by this Grant Agreement.
- C. Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work associated with the Project contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include grants of employment between the GRANTEE and personnel assigned to perform work associated with the Project under this Grant Agreement.
- D. Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Grant Agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for Claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.
- E. Data Collection - GRANTEE will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant Agreement performed by subgrantees/subcontractors and the portion of grant funds expended for work performed by subgrantees/subcontractors, including, but not necessarily limited to, minority-owned, woman-owned, and veteran-owned business subcontractors. "Subgrantees/subcontractors" shall mean subgrantees/subcontractors of any tier.

**42. SURVIVAL**

The terms, conditions, and warranties contained in this Grant Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Grant Agreement shall so survive including, without limitation, any Recapture provision in this Grant Agreement.

**43. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, and/or any other taxes, insurance, or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

**44. TERMINATION FOR CAUSE**

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant Agreement in a timely manner, COMMERCE has the right to suspend or terminate this Grant Agreement. Before suspending or terminating the Grant Agreement, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant Agreement may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement (e.g., cost of the competitive bidding, mailing, advertising and staff time).

COMMERCE reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant Agreement. A termination shall be deemed a "Termination for Convenience" under General Terms and Conditions Section 45 (Termination for Convenience) if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

**45. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Grant Agreement, COMMERCE may, by 10 business days written notice, beginning on the second day after the mailing, terminate this Grant Agreement, in whole or in part. If this Grant Agreement is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant Agreement for services rendered or goods delivered prior to the effective date of termination.

**46. TERMINATION PROCEDURES**

Upon termination of this Grant Agreement, COMMERCE, in addition to any other rights provided in this Grant Agreement, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. COMMERCE may withhold from any amounts due the GRANTEE such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the GRANTEE shall:

- 1) Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
- 2) Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement that is not terminated;
- 3) Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all Claims arising out of the termination of such orders and subgrants/subcontracts;
- 4) Settle all outstanding liabilities and all Claims arising out of such termination of orders and subgrants/subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- 5) Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant Agreement had been completed, would have been required to be furnished to COMMERCE;
- 6) Complete performance of such part of the work associated with the Project as shall not have been terminated by the Authorized Representative; and
- 7) Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant Agreement, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

#### **47. TREATMENT OF ASSETS**

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

- A.** Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant Agreement.
- B.** The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C.** If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant Agreement

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

#### **48. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant Agreement unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

**ATTACHMENT A - SCOPE OF WORK**

Funds awarded under this grant shall be used by City of Omak for construction of the Omak Arena LED Lighting Project located at 421 Stampede Drive, Omak, WA 98841.

This will include, but not be limited to, removing and replacing existing lighting with approved LED energy efficient lighting for the arena and surrounding outside arena lights, including all lights within the arena structure and perimeter lighting.

This project will serve as a benefit to the public by providing better event lighting, reducing energy demand, and reducing maintenance costs.

This project is anticipated to be completed by May, 2024.

Costs related to the work associated with the Project will only be reimbursed to the extent the work is determined by Commerce to be within the scope of the legislative appropriation.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Scope of Work set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



**ATTACHMENT B - PROJECT BUDGET**

<u>Line Item</u>	<u>Funding Amount</u>
Construction	\$179,450.00
<b>Total Project Budget</b>	<b>\$179,450.00</b>

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**ATTACHMENT C - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT**

<b>Non-State Fund Sources</b>	<b>Amount</b>	
	\$0.00	
<b>Total Non-State Funds</b>	<b>\$0.00</b>	
<b>State Funds</b>	Amount	
State Capital Budget	\$179,450.00	
<b>Total Non-State and State Sources</b>	<b>\$179,450.00</b>	
<b>Holdback:</b>	<b>0%</b>	<b>\$0.00</b>
<b>Project Reimbursement Rate</b>	<b>100%</b>	

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that Project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project and shall make such records available for COMMERCE's review upon reasonable request.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**ATTACHMENT D - CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subgrantees/subcontractors performing work on the Project shall comply with prevailing wage laws set forth in RCW 39.12, as applicable on the date the Project appropriation becomes effective, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE's review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**ATTACHMENT E - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.


The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**EXEMPT  
Facility Type**

Community Capital Facilities Routing List		
Name & Title	Signature	Date
<b>Erin Lalonde</b> <b>Budget Analyst Review &amp; Approval</b>	<p>DocuSigned by:</p>  <p>3FFF0A48B8F04A0...</p>	12/31/2024   11:17 AM PST
<b>Addeline Craig</b> <b>Managing Director Review &amp; Approval</b>		
<b>Tony Hanson</b> <b>Deputy Director Final Review &amp; Approval</b>		

## Certificate Of Completion

Envelope Id: 2D016DFD-CB2A-4904-9418-99AD3B9C9DE6

Status: Sent

Subject: Please DocuSign: Commerce Contract 25-96647-113 Omak Arena LED Lighting Project S25113

Division:

Local Government

Program: CCF - Capital Programs

ContractNumber: 25-96647-113

DocumentType: Contract

Source Envelope:

Document Pages: 34

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Sarah Alway

AutoNav: Enabled

1011 Plum Street SE

Envelopeld Stamping: Enabled

MS 42525

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Olympia, WA 98504-2525

sarah.alway@commerce.wa.gov

IP Address: 198.239.106.134

## Record Tracking

Status: Original

Holder: Sarah Alway

Location: DocuSign

12/31/2024 10:47:40 AM

sarah.alway@commerce.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Commerce

Location: DocuSign

## Signer Events

### Signature

### Timestamp

Erin LaLonde

erin.lalonde@commerce.wa.gov

Security Level: Email, Account Authentication  
(None)

DocuSigned by:



3FFF0A48B8F04A0...

Sent: 12/31/2024 10:53:37 AM

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Signed: 12/31/2024 11:17:49 AM

Signature Adoption: Pre-selected Style

Using IP Address: 198.239.10.144

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Todd McDaniel

admin@omakcity.com

Security Level: Email, Account Authentication  
(None)

Sent: 12/31/2024 11:17:51 AM

Viewed: 12/31/2024 11:24:39 AM

### Electronic Record and Signature Disclosure:

Accepted: 12/31/2024 11:24:39 AM

ID: f8e43289-77b4-4104-9325-47abbbe15956

Addeline Craig

addeline.craig@commerce.wa.gov

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tony Hanson

tony.hanson@commerce.wa.gov

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
---------------	-----------	-----------

Mark Barkley  
mark.barkley@commerce.wa.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Sarah Alway  
sarah.alway@commerce.wa.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Sarah Alway  
sarah.alway@commerce.wa.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Todd McDaniel  
admin@omakcity.com  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 12/31/2024 11:24:39 AM  
ID: f8e43289-77b4-4104-9325-47abbbe15956

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/31/2024 10:53:38 AM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Washington State Department of Commerce:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov)

### **To advise Washington State Department of Commerce of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Washington State Department of Commerce**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Washington State Department of Commerce**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

## MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel  
City Administrator

Date: January 6, 2025

Subject: Resolution 03-2025 Authorizing Grant for Bridge Waterline

---

The attached Resolution 03-2025, Authorizing a Grant Application With The Washington State Public Works Board, is forwarded for your consideration.

WSDOT is scheduling the replacement of the SR155 Bridge. This replacement will displace an existing water line, that will need to be replaced or relocated once the new bridge is constructed.

The City has the responsibility to pay for design and construction costs that will be included in the WSDOT project. This grant application is for \$210,000 of loan dollars. This grant is eligible for principal forgiveness, but any forgiveness amounts will not be determined until the award.

I support this Resolution and Urge its Adoption.

**RESOLUTION NO. 03-2025**

**A RESOLUTION OF THE OMAK CITY COUNCIL AUTHORIZING A GRANT APPLICATION WITH THE WASHINGTON STATE PUBLIC WORKS BOARD**

**WHEREAS**, Washington State Department of Transportation (WSDOT) has scheduled the replacement of the SR155/Okanogan River bridge; and

**WHEREAS**, this project will displace an existing water line that will need to be replaced on to the new bridge; and

**WHEREAS**, it is the City's responsibility to participate in the additional costs associated with the design and construction of the new water line on the new WSDOT bridge; and

**WHEREAS**, the city is seeking grant/loan funding opportunities to cover the costs of the design and preconstruction activities for the city's portion of the SR155 Bridge Project; and

**WHEREAS**, the Public Works Board has funding opportunities that will require Principal and Interest repayment.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Omak that the SR155 Bridge Water Main Improvement application, with the Public Works Board, attached hereto as Exhibit "A", is approved. The Mayor is authorized to submit the said application and accept any funding opportunities from the Public Works Board as a result of this application.

**INTRODUCED AND APPROVED** by the City Council of the City of Omak this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Thomas, City Clerk

\_\_\_\_\_  
Michael D. Howe, City Attorney



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Washington State Dept. of Commerce  
 Public Works Board  
 Public Works Board  
**FY25 PWB Traditional Funding Cycle**  
 Deadline: 3/31/2025

**City of Omak**  
**SR155 Bridge Water Main Improvements**

Jump to: [Application Summary](#) [Application Questions](#) [Tables](#) [Documents](#)

**\$ 210,000.00** Requested

**Project Contact**  
 Wayne Beetchenow  
[publicworks@omakcity.com](mailto:publicworks@omakcity.com)  
 Tel: 509-826-1170

**Additional Contacts**  
[dellis@g-o.co](mailto:dellis@g-o.co),  
[admin@omakcity.com](mailto:admin@omakcity.com)

**City of Omak**

2 North Ash Street  
 P.O. Box 72  
 Omak, WA 98841

Telephone 509-826-1170  
 Fax 509-826-6531  
 Web [www.omakcity.com](http://www.omakcity.com)

**Mayor**  
 Cindy Gagné  
[mayor@omakcity.com](mailto:mayor@omakcity.com)

**Application Summary** [top](#)

**General Applicant Information**

**1. Type of PWB Loan:**

Select one. If you have more than one application for a different type, select Open Programs above and select Apply Again. NEW emergency application:

<https://www.zoomgrants.com/gprop.asp?donorid=2142&limited=5379>

- CLOSED, NO LONGER ACCEPTING APPLICATIONS - Construction
- CLOSED, NEW APP AVAILABLE - Emergency
- OPEN CONTINUOUSLY - Pre-Construction

**2. Primary System:**

Select the type of system for which you are seeking PWB funding.

- Stormwater
- Solid Waste/Recycling/Organics
- Roads/Streets
- Bridges

- Domestic Water
- Sanitary Sewer

**3. Secondary System(s):**

Select any other system(s) that this project also impacts. You may select all that apply.

- Stormwater
- Solid Waste/Recycling/Organics
- Roads/Streets
- Bridges
- Domestic Water
- Sanitary Sewer

**4. Please input your Statewide Vendor Number (SWV) and Unified Business Identifier (UBI) below.**

SWV and UBI numbers are required at the time a contract is awarded. If you don't have one yet, put zeros in that field. SWV search: <https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services/statewide-vendor-number-lookup>

SWV 00741200

UBI 243-000-002

**5. Project Site Location Information. Please include ALL of the following: a) Approximate project street address, b) City, c) County, d) Zip Code, and e) Latitude & Longitude:**

SR 155 Bridge, 17 East Central Ave., Omak WA 98841, Okanogan County

48.410670, -119.526508

**6. Legislative and Congressional Districts of Project Area:**

If your project crosses multiple districts, please note each one. You can find the district of your project site address(es) here: <https://app.leg.wa.gov/DistrictFinder/>

7	WA Legislative District(s)
4	US Congressional District(s)
11.00	<b>TOTAL</b>

**7. Describe the scope and deliverables of the project that would be funded by PWB. If the proposed project is part of multiple phases or part of a larger project, please briefly summarize the other phases/parts of the project and clearly identify which portions would be funded by PWB with this application.**

The SR 155 Bridge Water Main Improvements project consists of the installation of a 16-inch water main on the future SR 155 bridge crossing the Okanogan River as well as off-bridge installation of water main, valves, and appurtenances to connect the new bridge water main to the City's existing water distribution system.

The pre-construction activities associated with the project scope includes the preparation of a cultural and resources investigation and report that will include an unanticipated discovery plan; review and report of potential environmental impacts of the proposed improvements, including SEPA review and determination; public involvement, including required public notices and outreach; topographic survey of the project area for preparation of project plans; and design engineering to include preparation of plans, technical specifications, and bid documents.

This project will be let to bid with the Washington State Department of Transportation's

(WSDOTs) SR 155 Spur/Okanogan River Bridge Replacement project. The WSDOT project will demolish the existing SR 155 bridge (constructed circa 1923) on which the City has an existing 12-inch water main and replace it with a new bridge located immediately upstream (north) of the existing bridge structure. The bridge project is scheduled to advertise for bids Spring 2027 with construction completion by Fall 2028.

Pre-construction project deliverables for the SR 155 Bridge Water Main Improvements project will include a cultural and historical resources report and unanticipated discovery plan, environmental report, contract plans, specifications and bid documents.

**8. Rank the System Impact Categories your project addresses from highest impact (1) to lowest impact (4):**

*If any of these categories do not apply, leave blank. Disregard the "Total" generated by this field.*

1	Public Health & Safety
3	Environmental Health
4	Economic Development/Growth
2	System Performance
10.00	<b>TOTAL</b>

**9. Please explain how this project fits your selections for System Impact Categories in question #8 above:**

The 12-inch water main located on the existing SR 155 bridge serves as one of only three potable water pipelines crossing the Okanogan River within the City of Omak. These critical water pipelines convey water from the City's main potable water wells (OWP 2 and Eastside) located on the east side of the Okanogan River to the City's lower and upper pressure zones and associated reservoirs (South Hill, Riverside 1, Riverside 2, Ross Canyon 1, Ross Canyon 2, and Coleman Butte) located on the west side of the Okanogan River. The loss of any one of the three water pipelines crossing the Okanogan River would restrict the City's ability to provide potable water service for consumption and firefighting purposes to the City's citizens and businesses, negatively affecting public health and safety. Construction of the proposed improvements associated with the SR 155 Bridge Water Main Improvements project will ensure water service throughout the City, promoting continued public health and safety.

Construction of the SR 155 Bridge Water Main Improvements project will also extend the water systems useful life for many decades into the future by up sizing the existing water main pipe from 12-inch to 16-inch diameter. The installation of isolation valves on each side of the bridge will ensure smooth operation in an emergency event or system shut down.

The proposed project improvements will be constructed of modern materials to minimize the leaching of harmful contaminants into the potable water system, reducing the risk to public and environmental health and leading to overall improved water quality. The new water line will also reduce the risk of water loss due to leaks, which will enhance the City's water conservation efforts

Finally, up sizing of the existing water main from 12-inch to 16-inch diameter will provide for future growth within City's water service area.

**10. Project funding will be used to:**

*Please select all that apply.*

- Construct new infrastructure.
- Replace/repair/enhance existing infrastructure.

Prepare for future project(s).

**11. Does this project complete the Construction for a previous Pre-construction award from the PWB?**

Yes

No

**12. Does the requested amount complete the funding package for this project? If no, please list any other past, confirmed or anticipated sources of funding for this project.**

The requested amount only completes the funding package for the pre-construction activities described above and does not include construction nor construction administration/inspection services for the proposed water main improvements; the City will pursue additional project funding for these activities.

Possible funding sources for construction and construction administration/inspection activities for the proposed project include the Public Works Board, Drinking Water State Revolving Fund, CDBG, USDA Rural Development, and City water funds.

**13. Does your jurisdiction currently have an unresolved finding with the Growth Management Hearings Board? Note: If yes, your jurisdiction is NOT ELIGIBLE for PWB funds until the Hearings Board considers the matter resolved. An open case does not affect eligibility.**

*To check your jurisdiction's compliance with GMA, please review the GMA Status Report linked in the Library above.*

Yes

No

**14. Is your Periodic Update overdue to Growth Management Services? Note: If yes, your jurisdiction will have 5 months from the date of award to resolve the overdue Periodic Update.**

*To check your jurisdiction's compliance with GMA, please review the GMA Status Report linked in the Library above.*

Yes

No

## Archaeological and Cultural Resources

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**15. In accordance with the Governor's Executive Order 21-02, PWB conducts the archaeological and cultural resources review and Tribal Consultation prior to any ground-disturbing activities, land acquisition, demolition, or construction. Please do not submit the EZ-1 or EZ-2 form to DAHP. ALL APPLICANTS must complete a NEW EZ-1 form as a part of their application regardless of GEO 21-02 or Section 106 completion. Completion of NEPA or SEPA does not necessarily constitute GEO 21-02 completion.**

*Has a Section 106 or GEO 21-02 review already been completed, or is currently underway, by another funding agency? If yes, please upload that documentation to sections C, D, and E below and name the funding agency below after "please explain:"*

Yes, please explain:

No

Documents Requested \*

Required?Attached Documents \*



A) [EZ-1 Form](#)



[download template](#)

B) [Detailed PDF map\(s\) of project area or project area shape files \(if available\).](#)

C) [Section 106 or GEO 21-02 Completion Letter, if applicable](#)

D) [Evidence of tribal notification for completed Section 106 or GEO 21-02 process, if applicable](#)

E) [Map showing the Area of Potential Effect \(APE\) of completed Section 106 or GEO 21-02 process, if applicable](#)

## [Application Questions](#) [top](#)

### COMMUNITY FINANCIAL PROFILE

#### 1. Select the loan repayment fund dedicated for loan security. This info will be incorporated into the contract if awarded.

*If the loan security will be a special assessment district, please include the district's name in this application.*

- General Obligation: This loan is a general obligation of the LOCAL GOVERNMENT.
- Revenue Obligation: This option may be used only if the entire project is a domestic water, sanitary sewer, storm sewer or solid waste utility project. LOCAL GOVERNMENTS performing a storm sewer project that have not created a storm sewer utility or a combined sanitary sewer/storm sewer utility may not use this option. Projects providing for a mixture of bridge, road, domestic water, sanitary sewer, and storm sewer activities may not use this option.
- Local Improvement District: This loan is payable from special assessments collected from a Local Improvement District, Local Utility District or any other similar special assessment district created for the purpose of making the improvements financed by this loan. Please add special assessment district's name. Please explain:

#### 2. Has the local government experienced severe fiscal distress resulting from a natural disaster or emergency public works need in the past 3 years?

*If yes, please explain.*

- Yes, please explain: The Public Works Board approved \$1,000,000 in emergency funding for the City's Okanogan River sewer line failure that occurred in late 2023.
- No

#### 3. Utility Rates: (if applicable)

*Answers are limited to 10 characters. Abbreviate if necessary and use "n/a" if not applicable.*

- |       |   |
|-------|---|
| 3079  | What is the number of Equivalent Residential Units (ERU's)?   |
| 39.32 | What is the current base monthly fee for a single-family household paid by residential customers of your facility/system? |
| 0.84  | Additional residential rate per 100 cubic feet (CF)?  |
| 2024  | When was the last time rates were increased?  |

How frequently do you review your utility rates?

**TOTAL**

**4. Number of people in your jurisdiction:**

Number of people

**TOTAL**

**5. Number of people served by the system in the last calendar year:**

Number of people

**TOTAL**

**6. Percentage of the system affected by this project:**

% affected

**TOTAL**

**PROJECT NARRATIVE**

---

**7. What is the problem/opportunity being addressed?**

*Please upload any supporting documentation such as a compliance letters, monitoring reports, data or technical reports, award letters, etc.*

The Washington State Department of Transportation (WSDOT) plans to replace the existing SR155 bridge crossing the Okanogan River in 2027/2028 as part of their SR 155 Spur/Okanogan River Bridge Replacement project. The WSDOT project will demolish the existing SR 155 bridge (constructed circa 1923) over the Okanogan River and replace it with a new bridge structure located immediately upstream (north). All utilities currently located on the existing bridge will need to be relocated to the new bridge.

The WSDOT project will displace the City's 12-inch water line that is located on the existing bridge, requiring a new water main to be installed on the new bridge. The City cannot provide the same level of service to its water customers without this water main river crossing.

This application to the Public Works Board is to fund the pre-construction activities described herein to install a new 16-inch water main on the new SR 155 bridge and connect it to the City's existing water distribution system.

**8. Please describe how this project addresses the problem/opportunity and if future work will be required to fully resolve it.**

Completion of the pre-construction activities described herein (cultural resources investigation, environmental, public involvement, design plans, specifications, etc.) for the proposed SR 155 Bridge Water Main Improvements project allows for future construction of a new 16-inch water main pipe on the new SR 155 bridge, addresses the problem/opportunity described above, thus ensuring continued water service from the City's East Omak wells to the City's west side reservoirs and pressure zones.

**9. If applicable, please describe how this project addresses a failing or failed system, lack of service, or extends the life of a system or asset in a cost-effective way**

Construction of the SR 155 Bridge Water Main Improvements project will extend the life of the water crossing and ensure the continued level of service to City residents and businesses long

into the future.

**10. If applicable, please describe how this project enables or increases business opportunities, economic vitality, or known future growth.**

Construction of the SR 155 Bridge Water Main Improvements project ensures uninterrupted water service between East and West Omak, and provides enhanced capacity to accommodate future residential and commercial growth throughout the City.

**11. If applicable, please describe how this project contributes to the State's goals for sustainability and environmental health (e.g. salmon passage, effluent cleaning, CO2 reduction, limiting priority toxic chemicals such as 6PPD, etc.)**

Construction of the proposed improvements associated with the SR 155 Bridge Water Main Improvements project reduces the risk of water main failure at the SR 155 bridge crossing of the Okanogan River, protecting both public and environmental health.

**12. If applicable, please describe how this project mitigates or solves a public health and safety issue (e.g. documentation of road safety hazards, drinking or groundwater contamination, flooding, etc.)**

Construction of the proposed improvements associated with the SR 155 Bridge Water Main Improvements project reduces the risk of water main failure at the SR 155 bridge crossing of the Okanogan River, protecting public health through the maintenance of a redundant river crossing.

**13. How has community engagement influenced the project's design and/or selection?**

*If you have any documents showing your community engagement efforts, please upload those to the Documents tab.*

The community's input and comments have regularly been addressed regarding the SR155 Bridge for many years. The City is supportive of replacing the bridge and associated water main.

**14. What is the "compelling case" for this project? Why should the PWB consider funding this project?**

The SR 155 bridge is a key connection between downtown Omak on the west bank and the Colville Reservation on the east bank. The bridge was originally constructed in 1923 and is rated as functionally obsolete because of structural deterioration, a narrow bridge deck, and pedestrian facilities that do not comply with current standards.

The City will need to reconstruct the water main crossing with the new bridge construction to maintain public health and safety and system performance of the water system.

## **LOCAL MANAGEMENT EFFORT**

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**15. How will you achieve long-term sustainability of the finished product and its associated outcomes?**

The new bridge and water main crossing will all be constructed with new materials and in accordance with City Standards that will ensure long-term sustainability of the project.

**16. Please describe below how you maintain and sustainably operate the system(s) for which you are applying. (e.g., Asset Management Plan, Pavement Management System, Leakage Detection Program, Scheduled Chip Sealing, Water System Plan or Solid Waste Management Plan, etc...)**

The Omak Water system is tracked within the public works automated asset management

software system. Asset maintenance and lifecycle costs are tracked. The Water Departments staffed with 3.5 FTE

**17. Please describe below how your organization ensures the administrative, financial, or planning stability of the system(s). (e.g., Disaster Resiliency Plan, Emergency Plan, Rate Study, Income Survey, Annual Budgeting, etc.)**

The City conducts an annual budget process to provide for operations and maintenance and capital improvements planning for the water utility as well as reviewing the City's water rates to ensure system resiliency and sustainability.

The City utilizes an asset management system to provide insight into future system needs and financing.

The City conducts regular updates to its water system plan to investigate potential deficiencies in the system, plan for future capital improvements, and establish updated emergency procedures and practices.

**18. Please describe 3 examples that show evidence of your ability to complete capital projects or activities for this system. (e.g. Project Specific Title, etc.)**

*If you are unable to give three examples, please explain why.*

2022 Sewer and Water System Improvements - This project included replacement of approximately 1,000 feet of water main, 600 feet of water service pipe, pressure reducing vault, and other water main components. This project was bid in April of 2022 and was constructed through April of 2023.

Sewer and Water System Improvements - This project included replacement of approximately 500 feet of water main, 650 feet of water service pipe and other appurtenances. This project was bid in March of 2020 and was constructed through January of 2021.

Julia Maley Park Well Drilling, Equipping, and Treatment - This was three different projects, with the drilling being constructed in 2016, the equipping being constructed in 2018, and the treatment project currently ongoing, with completion expected in 2025.

## **FACT-FINDING QUESTIONS**

---

**19. Are there any barriers or time constraints restricting or delaying the completion of this project? If yes, please explain.**

There are no expected barriers that would restrict or delay the pre-construction phase of this project, however this project will be a part of the larger WSDOT project for the construction phase, so any delays in the WSDOT project would likely delay construction of the City's water main crossing.

**20. When this project is complete, what will be the approximate life of the asset(s) in years?**

Ductile iron piping has an expected useful life of 150 years or more when installed properly.

**21. If this project will be completed in partnership with other organizations, agencies, or regionalized efforts, please list those partnerships below and describe the role of each partner.**

*Letters of support or negotiated letters of agreement from major partners should be attached to this application.*

All pre-construction activities associated with this application to the Public Works Board, as

well as all future construction activities related to this project, requires coordination with the WSDOT's SR 155 Spur/Okanogan River Bridge Replacement project.

It is anticipated that plans and specifications developed for the SR 155 Bridge Water Main Improvements project will be included in the WSDOT project plans/specifications for project bidding purposes. The City will also coordinate with WSDOT for delineation of construction administration/inspection of the proposed improvements.

**22. Does this project require coordination with other infrastructure projects, either internal or external? For example, a water main replacement project that coincides with a transportation improvement project or a bridge construction project that is connected to a stormwater project.**

*If yes, please describe/explain and provide documentation under the Documents tab of the other connected infrastructure project(s) and construction schedule(s).*

Yes, please explain: This project requires coordination with WSDOT's SR 155 Spur/Okanogan River Bridge Replacement project.

No

**23. Does this project impact any communities or lands of a federally-recognized Tribe? If so, describe how your jurisdiction has engaged with that Tribe and what the outcomes of that engagement were.**

*If yes, please include a letter of support or similar correspondence with the affected Tribe.*

Yes, construction of the proposed SR 155 Bridge Water Main Improvements project serves residents and businesses located on the East side of the Okanogan River, which is located within the boundaries of the Confederated Tribes of the Colville Reservation.

**24. Please identify when your jurisdiction last updated the below planning documents (in MM/YY format). If there is a relevant part of a particular plan below that references this project, please upload that document to this application.**

*If your jurisdiction does not complete a listed document, please put "n/a".*

11/2021	Capital Facilities Plan/Capital Improvement Plan
2/2024	Comprehensive Plan
1/2018	Water System Plan (or similar)
2010	Sewer System Plan (or similar)
6/2009	Stormwater System Plan (or similar)
2/2024	Comprehensive Transportation Plan (or similar)
12/2018	Solid Waste/Recycling/Organics Management Plan (or similar)
?	Asset Management Plan
2,010.00	<b>TOTAL</b>

**25. Has a State Environmental Policy Act (SEPA) Checklist been completed for this project and submitted to the Washington Department of Ecology? If yes, please include that documentation in this application.**

*PWB does not require SEPA completion, but the documentation is helpful for additional context if available.*

Yes

No

Not applicable for this project

26. Does this project encourage economic development through mixed-use and mixed income development?

- Yes
- No

27. Does this project create new, family-wage jobs, and avoid shifting existing jobs from one Washington state community to another?

- Yes
- No

### UNSCORED QUESTIONS

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28. What potential climate change impacts did your jurisdiction consider when selecting and designing this project? How does your jurisdiction plan to address or mitigate impacts that climate change may have on this asset?

The City did not consider climate change for this project as it is essential that the City relocate the new water main onto the new bridge to provide continued water service.

29. Will this project reduce waste product(s), create energy efficiencies, or reduce carbon emissions? If yes, please describe.

No, construction of the completed project will not create waste products, create energy efficiencies, or reduce carbon emissions.

30. Does this project connect water, sewer, or stormwater services to a new affordable housing development as defined by RCW 36.70A.030 (5)?

See <https://app.leg.wa.gov/RCW/default.aspx?cite=36.70A.030> for reference.

- Yes
- No

31. Does your project area overlap an area that may include any other jurisdictions' assets? If so, how have you coordinated with those jurisdictions to address any potential impacts to their assets that this project may cause?

No.

[Tables top](#)

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### Estimated Project Schedule/Cost/Readiness to Proceed

<u>Activity</u>	<u>Current Status</u>	<u>Current % Complete</u>	<u>Completion Date</u>	<u>Total Project Amount</u>	<u>PWB Requested Amount</u>
Engineering Report/Preliminary Engineering	Not Completed	0 %	12/2025 (Mo/Yr)	\$ 3,000	\$ 3,000
Cultural and Historical Resources Review	Not Completed	50 %	12/2025 (Mo/Yr)	\$ 5,000	\$ 5,000

(Section 106 or  
Executive Order 21-02)

<u>Environmental Review</u>	<u>Not Completed</u>	<u>0 %</u>	<u>12/2026</u> <u>(Mo/Yr)</u>	<u>\$ 1,000</u>	<u>\$ 1,000</u>
	-				
<u>Land/Right-of-Way Acquisition/Site-control</u>	<u>Not Completed</u>	<u>100 %</u>	<u>01/2025</u> <u>(Mo/Yr)</u>	<u>\$ 0</u>	<u>\$ 0</u>
	-				
<u>Permits</u>	<u>Not Completed</u>	<u>0 %</u>	<u>12/2026</u> <u>(Mo/Yr)</u>	<u>\$ 1,000</u>	<u>\$ 1,000</u>
	-				
<u>Community Engagement</u>	<u>Not Completed</u>	<u>0 %</u>	<u>12/2026</u> <u>(Mo/Yr)</u>	<u>\$ 1,000</u>	<u>\$ 1,000</u>
	-				
<u>Bid Documents/Design Engineering</u>	<u>Not Completed</u>	<u>0 %</u>	<u>12/2026</u> <u>(Mo/Yr)</u>	<u>\$ 199,000</u>	<u>\$ 199,000</u>
	-				
<u>Award Construction Contract</u>	<u>Not Completed</u>	<u>0 %</u>	<u>12/2027</u> <u>(Mo/Yr)</u>	<u>\$ 0</u>	<u>\$ 0</u>
	-				
<u>Construction Start (Pre-construction identify target date)</u>	<u>Not Completed</u>	<u>0 %</u>	<u>3/2028</u> <u>(Mo/Yr)</u>	<u>\$ 0</u>	<u>\$ 0</u>
	-				
<u>Construction Complete (Pre-construction identify target date)</u>	<u>Not Completed</u>	<u>0 %</u>	<u>12/2028</u> <u>(Mo/Yr)</u>	<u>\$ 1,335,229</u>	<u>\$ 0</u>
	-				
<u>Project In Use</u>	<u>Not Completed</u>	<u>0 %</u>	<u>12/2028</u> <u>(Mo/Yr)</u>	<u>\$ 0</u>	<u>\$ 0</u>
	-				
<u>Investment Grade Efficiency Audit (if applicable)</u>	<u>Not Completed</u>	<u>0 %</u>	<u>(Mo/Yr)</u>	<u>\$ 0</u>	<u>\$ 0</u>
	-				
<u>Contingencies</u>	<u>Not Completed</u>	<u>0 %</u>	<u>(Mo/Yr)</u>	<u>\$ 235,325</u>	<u>\$ 0</u>
	-				
<b><u>Total</u></b>				<b><u>\$ 1,780,554</u></b>	<b><u>\$ 210,000</u></b>

**Project Funding - Attempts**

<b><u>Type of Funding (Grant, Loan, Local)</u></b>	<b><u>Identify Source</u></b>	<b><u>Amount</u></b>	<b><u>Outcome (Planned, Applied, Denied, etc)</u></b>	<b><u>Date of Outcome</u></b>
<u>1. PWB Application</u>	<u>PWB Funding</u>	<u>\$ 210,000</u>	<u>Applying</u>	<u>2/2025</u>
<u>2. No other funding attempted</u>	<u>-</u>	<u>\$ -</u>	<u>-</u>	<u>-</u>
<u>3.</u>	<u>-</u>	<u>\$ -</u>	<u>-</u>	<u>-</u>
<u>4.</u>	<u>-</u>	<u>\$ -</u>	<u>-</u>	<u>-</u>
<u>5.</u>	<u>-</u>	<u>\$ -</u>	<u>-</u>	<u>-</u>

**Total** **\$ 210,000**

### **Project Funding - Secured**

<b>Type of Funding (Grant, Loan, Local)</b>	<b>Identify Source</b>	<b>Amount</b>	<b>Outcome (Budgeted, Awarded, etc.)</b>	<b>Date of Outcome</b>	<b>Contract No. (if applicable)</b>
1. No other funding secured	-	\$ -	-	-	-
2.	-	\$ -	-	-	-
3.	-	\$ -	-	-	-
4.	-	\$ -	-	-	-
5.	-	\$ -	-	-	-
<b>Total</b>		<b>\$ 0</b>			

### **Financial Health**

<b>Item Description</b>	<b>Totals As of period ending</b>
Operating Income	\$ 1,722,688 12/31/2023
Operating & Maintenance Expense	\$ 1,257,585 12/31/2023
Total Assets	\$ 151 Mil 12/2024
Total Debt	\$ 1,246,759 12/31/2023
Current Assets (cash & cash equivalents)	\$ 1,721,759 12/30/2024
Current Liabilities (debt, etc. to be paid within 1 year)	\$ 319,000 12/31/2024

### **Documents** [top](#)

#### **Documents Requested \***

Threshold Checklist  
[download template](#)

Greenhouse Gas Policy

Project Site/Asset Photos

Project Contact List  
[download template](#)

Applicant Certification  
[download template](#)

System Information - Domestic Water  
Projects  
[download template](#)

System Information - Sanitary Sewer  
Projects  
[download template](#)

#### **Required? Attached Documents \***

[Threshold Checklist](#)

[Greenhouse Gas Policy](#)

[SR155 Old Bridge](#)  
[Vicinity Map](#)

[Project Contact List](#)

[Primary System - Domestic Water  
Projects](#)



System Information - Storm Water Projects

[download template](#)

System Information - Road/Street or Bridge Projects

[download template](#)

System Information - Solid Waste/Recycling/Organics Projects

[download template](#)

Preparer's Certification

[download template](#)

For Rate-Based Systems, please upload a document with: 1) Estimated per connection rate increase for debt service coverage. If no rate increase anticipated, provide explanation for debt service coverage strategy; and 2) Adopted rate structure.

Most recent Balance Sheet Statements, if available

Most recent Income Statements, if available

Optional: Income Survey - See guidelines in the "download template" link.

[download template](#)

Regulatory order, negotiated letter of agreement, court order or evidence of new requirement to be met (if applicable)

Letter(s) of support (if available)

Evidence of community engagement work (if available - e.g. fliers, meeting minutes, social media posts, etc.)

Project-specific documentation (e.g. references in CIP/WSP/etc., reports, data, etc.)

SEPA Checklist (if applicable)

Emergency Applications ONLY – Emergency Declaration Documentation

Other miscellaneous documents

[Secondary System - Road/Bridge](#)

[Preparers Certification](#)

[Estimated per Connection Rate Increase](#)

[Water Rates](#)

[Balance Sheet](#)

[C-4 Statement](#)

[Preliminary WSDOT Plans](#)

[WSDOT existing bridge inspection](#)

[WSDOT Existing Bridge Info](#)

[WDOT Feasibilit Report](#)

[WSDOT Preliminary pavement limits](#)

[WSDOT Utility Conflicts](#)

## Application ID: 488018

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## Attachment - Applicant Certification

WHEREAS, City of Omak is applying to the Washington State Public Works Board for a low-interest loan for an eligible project; and

WHEREAS, RCW 43.155.070 requires that applicants planning under RCW 36.70A.040 must have adopted comprehensive plans in conformance with the requirements of chapter 36.70A RCW, and must have adopted development regulations in conformance with requirements of chapter 36.70A RCW; and

WHEREAS, RCW 70A.205.055 requires a comprehensive Solid Waste Management Plan to be adopted by the city or county; and

WHEREAS, RCW 70.235.070 requires Greenhouse Gas Emission Reduction requirement; and

WHEREAS, RCW 43.155.070(8) requires that solid waste or recycling facility is consistent with and necessary to implement the comprehensive solid waste management plan adopted by the city or county under chapter 70A.205.055 RCW.

WHEREAS, the applicant certifies that it has a currently adopted plan for each and every one of the systems it owns and operates and that these plans fully conform to the specifics within this application; and

WHEREAS, RCW 43.155.070 requires that county and city applicants must have adopted the local optional one-quarter of one percent Real Estate Excise Tax, as described in chapter 82.46 RCW; and

WHEREAS, the local government must be using all local revenue sources which are reasonably available for funding public works, taking into consideration local employment and economic factors; and

WHEREAS, the applicant states that their Capital Facility Plan is consistent with the Comprehensive Land Use Plan of the jurisdiction in which they provide service; and

WHEREAS, the local governing body has approved submission of this application to the Public Works Board; and

WHEREAS, the applicant certifies that, there is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the applicant from repaying the loan extended by the Public Works Board with respect to such project. The applicant is not a party to litigation, which will materially affect its ability to repay such loan on the terms contained in the loan agreement.

WHEREAS, the applicant recognizes and acknowledges that the information in the application forms is the only information, which will be considered in the evaluation and/or rating process. Incomplete responses will result in a reduced chance of funding. In order to ensure fairness to all, the Public Works Board does not accept any additional written materials or permit applicants to make presentations before the Board; and

WHEREAS, it is necessary that certain conditions be met as part of the application process; and

WHEREAS, RCW 43.155.060(3) requires that the project will be advertised for competitive bids and administered according to standard local procedure; and

WHEREAS, the loan will not exceed the maximum amount allowed by the Public Works Board of eligible costs incurred for the project; and

WHEREAS, any loan arising from this application constitutes a debt to be repaid, and Todd McDaniel, City Administrator has reviewed and concluded it has the necessary capacity to repay such a loan; and

WHEREAS, the information provided in this application is true and correct to the best of the government's belief and knowledge and it is understood that the state may verify information, and that untruthful or misleading information may be cause for rejection of this application or termination of any subsequent loan agreement(s); and

NOW THEREFORE, The City of Omak certifies that it meets these requirements, and further that it intends to enter into a loan agreement with the Public Works Board, provided that the terms and conditions are satisfactory to both parties.

Signed:

Name:

Cindy Gagné

Title:

Mayor

Date:

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Wayne Beetchenow  
Public Works Director

Date: January 6, 2025

Subject: Resolution No. 04-2025 Approving the Purchase of Fleet Vehicles.

---

The attached Resolution 04-2025, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF FLEET VEHICLES THROUGH THE WASHINGTON STATE PURCHASING COOPERATIVE**, is forwarded for your consideration.

The window for making purchases through the state bid has been limited. This resolution will give authority to make three (3) fleet purchases within the 2025 budgeted amount of \$208,000.00

508-594-48-64-46	Police Vehicle	\$88,000.00
508-594-48-64-80	Fleet Pickup	\$60,000.00
508-594-48-64-82	Animal Control Vehicle	\$60,000.00

I support this Resolution and recommend its approval.

**RESOLUTION NO. 04-2025**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF FLEET VEHICLES THROUGH THE WASHINGTON STATE PURCHASING COOPERATIVE**

**WHEREAS**, vehicle purchases through the Washington State Purchasing Cooperative have limited ordering windows; and

**WHEREAS**, the Public Works Department needs the ability to make timely purchases within the 2025 equipment replacement budget (508); and

**WHEREAS**, the vehicle selection will be based on considerations of department specification, performance, serviceability, uniformity and cost as determined by the Public Works Director; and

**WHEREAS**, the equipment is available through the Washington State Purchasing Cooperative, a bona fide Washington State Purchasing vendor; and

**WHEREAS**, the Purchasing Policy and Procedures Manual provide for the purchase of these vehicles through an approved purchasing cooperative as an alternative to the competitive process; and

**WHEREAS**, the 2025 Adopted budget includes allocations for the replacement of three vehicles; Police, Animal Control and ER Fleet that will be secured through the state procurement process.

**NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL**, that the purchase of three fleet vehicles, for up to \$208,000.00, is hereby approved. The Mayor is authorized to execute the same on behalf of the City.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Howe, City Attorney

## MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Todd McDaniel  
City Administrator

Date: January 6, 2025

Subject: Chamber Request for Additional Funding

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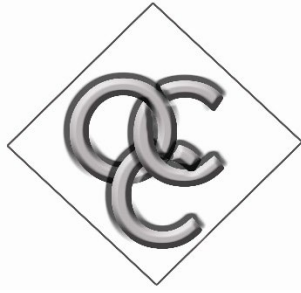
We have received a request from The Omak Chamber of Commerce for additional funding for expenditures they incurred in Fiscal 2025. They are requesting \$5,697.42 additional dollars, above the 2024 approved amount of \$25,000.

Because of the complexity of the Lodging tax allocations process and the end of the allocating fiscal, I reached out to the City Attorney on how to proceed.

Attorney Howe has conveyed that approval of additional dollars for the Chamber of Commerce is within the purview of the Legislative body. Any dollars expended will need to be within the 2024 Open period, ending January 20, 2025.

At the Fund level, no additional appropriations will be required to fund this additional request, due to savings in other functions of the Hotel/Motel Fund.

The Council can make a motion to approve this request. If approved, we will include the payment in our final 2024 Voucher Run, that will be scheduled prior to January 20<sup>th</sup>.



# Omak Chamber of Commerce

*Linking the community together*

PO Box 3100  
Omak WA 98841

January 3, 2025

To Omak City Council Members:

Omak Chamber was allocated a total of \$25,000 of Hotel Motel funds for 2024 and we actually spent \$30,697.42 on eligible costs, for which we are requesting reimbursement of the full higher amount.

What's going on here, you may ask.

Omak Chamber had been fairly inactive recently with a skeleton board until April 2024 when new board members came on.

Some decisions were made previously that in retrospect were not wise.

Our Quickbooks accounting software subscription had been cancelled to save costs. A new less expensive product was purchased that unfortunately nobody knew how to use. And in the meantime previous financial records disappeared with the Quickbooks subscription. It took a while to reconstruct our records to understand our expenditures for the year.

The rent on office space at the Visitors Information Center was paid for the year in advance rather than the usual monthly payment. We quickly understood that the space wasn't useful to us, but were unable to cut that cost until the end of the year.

What else did we spend it on?

We had a long overdue new website built. The previous website was not user-friendly for visitors to navigate. It was also nearly impossible for us to update with events and other content. The monthly fee to maintain the new website vs the previous one will cover the cost within a year.

The cost of fireworks went up significantly in the last few years.

Inflation in general contributed to a rise in costs of most items that we purchased.

Thank you for your consideration.

Sincerely,  
Maria Lassila  
President, Omak Chamber of Commerce