

**City of Deer Park
City Council Agenda
July 01, 2020
7:00 p.m.**

This preliminary agenda is subject to change to conduct business in a timely manner.

Councilmembers will not be physically present at this July 1st meeting per Proclamation 20-28 by the Governor Amending Proclamation 20-05.

To Access the Meeting by Phone Dial 1-669-224-3412 w/Access Code: 805-100-029#

1. Call to Order

Roll Call:	Mayor Tim Verzal
Councilmember's:	Dee Cragun, Mary Babb, Richie Schut, Caleb Stapp and Ron Scholz
Community Services Director:	Roger Krieger
Clerk/Treasurer:	Deby Cragun

2. Invocation

3. Approval of Agenda

4. Approval of June 17, 2020 regular council meeting minutes

5. New Business

- A. Agreement for Professional Services ALP Update and Narrative Report, A.I.P.
3-53-0022-026-2020 ~ J-U-B Engineers, Inc.
- B. Special Use Permit Request 2019-05 ~ Mark and Ginger Williams

6. Resolutions

A.

7. Ordinances

A.

8. Consent Agenda

- A. Approval of Voucher Claim Check Nos. 38637 through 38661 including EFT Debits in the amount of \$123,664.15 for the Second Half of June 2020.
- B. Approval of Payroll Check Nos. 13783 through 13815 including PFML & 941 Taxes in the amount of \$115,780.85 for the month of June 2020.
- C. Deer Park Airport Lease Agreement ~ Raymond and Heidi Thomas

9. Report of Officers

10. Adjournment

**City of Deer Park
City Council Minutes
June 17, 2020**

**Councilmembers were not physically present at this June 17th meeting per Proclamation 20-28 by the Governor Amending Proclamation 20-05.
Access to the Meeting was by Phone.**

Mayor Verzal called the meeting to order at 7:00 p.m. and stated this council meeting of the City Council is being conducted via telephone conference call pursuant to Governor Inslee's Proclamations, which have now been extended through June 17, 2020. Before the roll call for attendance Mayor Verzal went over some telephonic procedures for tonight's meeting.

1. Call to Order

Mayor Verzal conducted a roll call to document telephone attendance.

Councilmember Cragun – Present
Councilmember Babb – Present
Councilmember Schut – Present
Councilmember Stapp – Present
Councilmember Scholz – Present
City Attorney Chuck Zimmerman – Was Present at 7:26 p.m.
Street Supervisor Brad Wainwright – Present

Present with Mayor Verzal at City Hall and observing social distancing were City Clerk/Treasurer Deby Cragun and City Community Services Director Roger Krieger.

2. Invocation

The Invocation for tonight's meeting was led by Pastor Jason Upchurch.

3. Approval of Agenda

IT WAS MOVED BY CRAGUN, SECONDED BY BABB; MOTION CARRIED (5-0) TO APPROVE THE AGENDA.

4. Approval of May 20, 2020 regular council meeting minutes

IT WAS MOVED BY CRAGUN, SECONDED BY BABB; MOTION CARRIED (5-0) TO APPROVE THE MAY 20, 2020 REGULAR COUNCIL MEETING MINUTES AS PRESENTED.

5. Public Hearings

A. Six Year Transportation Improvement Program (Resolution 2020-004)

Mayor Verzal stated the first Public Hearing is for the Six Year Transportation Improvement Program which will be followed later, on the Agenda with Council consideration of City Resolution NO. 2020-004. Mayor Verzal declared the Public Hearing for the Six Year Transportation Improvement Program open at 7:08 p.m. and invited any comments from members of the Public who may be present and wish to comment.

There were no Public Comments.

Mayor Verzal closed the first Public Hearing at 7:09 p.m.

- B. Vacation of That Portion of Colville Road Right-of-Way between 6th Street and 5th Street.

The next Public Hearing is for the purpose of taking public comments on the proposed vacation of a portion of Colville Road right-of-way between 6th Street and 5th Street. The backup documentation for this Public Hearing is in the City Council packet and consists of a copy of City Resolution No. 2020-002 which was approved by the City Council on March 4, 2020. Again, the purpose of this Public Hearing is to take public comment from members of the public who may be present to comment on the proposed right-of-way vacation. This Public Hearing was originally scheduled to occur on April 15, 2020 but has been continued multiple times to this date. The City has received no written objection to the proposed action and no comments concerning the relative comparative fair market value determination discussed in Section 4 of City Resolution No. 2020-002. Section 5 of City Resolution No. 2020-002 contemplates passage of an Ordinance following this Public Hearing and an Ordinance will be presented at a future Council Meeting if there are no comments from the public opposing the proposed vacation of right-of-way. At this time Mayor Verzal opened the Public Hearing at 7:10 p.m. for public comment.

There were no Public Comments.

Mayor Verzal closed the second Public Hearing at 7:10 p.m.

6. New Business

- A. Task Order 2020-03, Too Old Boys Water and Sewerage Availability Study ~ JUB Engineers, Inc.

Roger Krieger reviewed Task Order 2020-03.

IT WAS MOVED BY CRAGUN, SECONDED BY BABB, TO:

APPROVE TASK ORDER 2020-03, TOO OLD BOYS WATER AND SEWERAGE AVAILABILITY STUDY WITH JUB ENGINEERS, INC.

MOTION CARRIED 5-0.

- B. Special Use Permit Request 2019-04 ~ Robert Mathews

Roger Krieger reviewed Special Use Permit 2019-04.

IT WAS MOVED BY CRAGUN, SECONDED BY BABB, TO:

APPROVE THE SPECIAL USE PERMIT REQUEST 2019-04 SUBMITTED BY ROBERT AND DEBORAH MATHEWS.

MOTION CARRIED 5-0.

C. Approval of Bids for Surplus Vehicles and Equipment

Brad Wainwright has outlined the suggested action in his June 12, 2020 memorandum to the Mayor and City Council.

Mayor Verza he would entertain a motion to declare the following items surplus and authorize their sale pursuant to the sealed bid procedure as follows: (1) 2008 Chevrolet Malibu for \$4,200.00; (2) Lincoln Wilder for \$175.55; (3) 2010 Takeuchi Skid Steer for \$23,985.25; and (4) 1999 John Deere 4400-wheel tractor and attachments for \$16,500.00 AND further to lower the minimum bid on the 2010 Chevrolet Tahoe from \$13,000.00 to \$11,000.00 and advertise again for sealed bids.

IT WAS MOVED BY CRAGUN, SECONDED BY BABB, TO:

APPROVE THE SALE OF THE SURPLUS ITEMS AND TO SEEK SEALED BIDS FOR THE 2010 CHEVROLET TAHOE AT A REDUCED MINIMUM BID.

MOTION CARRIED 5-0.

7. Resolutions

- A. Resolution 2020-004 Six Year Transportation Improvement Program

Mayor Verza read the heading to Resolution 2020-004.

Following discussion,

IT WAS MOVED BY CRAGUN, SECONDED BY BABB, TO:

APPROVE RESOLUTION 2020-004 ~ SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM

MOTION CARRIED 5-0.

8. Ordinances

There were no Ordinances

9. Consent Agenda

Items listed below were distributed to Council Members in advance for study and were enacted with one motion.

IT WAS MOVED BY CRAGUN, SECONDED BY BABB; MOTION CARRIED (5-0) TO APPROVE THE CONSENT AGENDA.

- A. Approval of Voucher Claim Check Nos. 38573 through 38604 including EFT Debits in the amount of \$211,764.65 for the Second Half of May 2020.
- B. Approval of Voucher Claim Check Nos. 38605 through 38636 in the amount of \$205,885.41 for the First Half of June 2020.
- C. Approval of Payroll Check Nos. 13751 through 13782 including PFML & 941 Taxes in the amount of \$110,341.42 for the month of May 2020.
- D. Deer Park Municipal Airport Use Agreement ~ Spokane Police Dept.
- E. Short Plat Request # 2019-1 ~ Better Built Construction, LLC

10. Report of Departments

Roger Krieger gave an update on the various projects he has been working on. Brad Wainwright stated the drainage problems on N. Country Club Drive have been fixed. He also stated his prior position of City Maintenance has been filled by Joe Bjelland. Mr. Bjelland started on June 1, 2020.

11. Report of Officers

Councilmember Schut asked for clarification as to why the Fireworks Display was cancelled. Mayor Verzal spoke to his question.

Councilmember Stapp asked about the Skate Park and would like to see the gate around the Skate Park be unlocked and eventually removed all together.

12. Adjournment

There being no further business before the Council, Mayor Verzal adjourned the meeting at 7:58 P.M.

Mayor Tim Verzal

Deby Cragun, City Clerk/Treasurer

AGREEMENT FOR PROFESSIONAL SERVICES (FAA FORMAT)
ALP Update and Narrative Report, A.I.P. 3-53-0022-026-2020
Deer Park Municipal Airport, Deer Park, Washington

THIS AGREEMENT is effective as of the _____ day of July, 2020 by and between, City of Deer Park, P.O. Box F, Deer Park, WA 99006 hereinafter referred to as the CLIENT, and J-U-B ENGINEERS, Inc., W. 422 Riverside, Suite 304, Spokane, Washington, 99201, an Idaho Corporation, hereinafter referred to as J-U-B.

WHEREAS, the CLIENT intends to: prepare an ALP Update and Narrative Report hereinafter referred to as the "Project". The services to be performed by J-U-B are hereinafter referred to as the "Services".

WITNESSETH

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

ARTICLE 1
J-U-B'S SERVICES

1.01 BASIC SERVICES

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

1.02 SCHEDULE OF SERVICES TO BE PERFORMED

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

1.03 ADDITIONAL SERVICES

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

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

**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.

**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.

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 F, Deer Park, WA 99006 and to J-U-B at W. 422 Riverside, Suite 304, 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.

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 Spokane County, Washington.

4.05 INSURANCE AND INDEMNITY

- A. J-U-B's Insurance. J-U-B agrees to procure and maintain, at its expense, Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damages, and Professional Liability Insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Contract caused by negligent acts, errors, or omissions for which J-U-B is legally liable, subject to and limited by the provisions in Subsection 4.05.D, "Allocation of Risks", if any. J-U-B shall deliver to the CLIENT, prior to execution of the AGREEMENT by the CLIENT and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. J-U-B shall acquire and maintain statutory workmen's compensation coverage. Thirty (30) days advance notice will be given in writing to the CLIENT prior to the cancellation, termination, or alteration of said policies of Insurance.
- B. Indemnification by J-U-B. To the fullest extent permitted by law, J-U-B shall indemnify and hold harmless CLIENT, and CLIENT's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of CLIENT, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of J-U-B or J-U-B's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by CLIENT and J-U-B in Subsection 4.05.D, "Allocation of Risks," if any.
- C. Indemnification by CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless J-U-B, J-U-B's officers, directors, partners, agents, employees, and Consultants from and against any and all claims costs, losses, and damages (including but not limited to all fees and charges of J-U-B, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of CLIENT or CLIENT's officers, directors, or employees, retained by or under contract to the CLIENT with respect to this AGREEMENT or to the PROJECT.
- D. Allocation of Risks. The CLIENT and J-U-B have discussed the risks, rewards and benefits of the project and the design professional's total fee for services. The risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, J-U-B's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of fees paid to J-U-B under this Agreement. Such causes include, but are not limited to J-U-B's negligence, errors, omission and strict liability. Neither CLIENT nor J-U-B shall be responsible for incidental, indirect or consequential damages.
- E. J-U-B reserves the right to obtain the services of other consulting engineers and consultants experienced in airport work to prepare and execute a portion of the work that relates to the PROJECT.
- F. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B.

4.06 EXTENT OF AGREEMENT

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

**ARTICLE 5
FAA FEDERAL CLAUSES**

5.01 SUCCESSORS AND ASSIGNMENTS

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

5.02 TERMINATION

A. TERMINATION FOR CONVENIENCE

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

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

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

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

B. TERMINATION FOR DEFAULT

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 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 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 Engineer 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 CIVIL RIGHTS GENERAL

J-U-B agrees that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds J-U-B and subtier consultants from the solicitation period through the completion of the contract. This provision is in addition to that required of 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, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, 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 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 U.S.C. § 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 U.S.C. § 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 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (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, which 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 (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 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, which ensures non-discrimination 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. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

5.08 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26)

- A. The requirements of 49 CFR part 26 apply to this contract. It is the policy of the CLIENT to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The CLIENT encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.
- B. Contract Assurance (§26.13). J-U-B shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. J-U-B shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by 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 recipient deems appropriate.
- C. Prompt Payment (§26.29). J-U-B agrees to pay each consultant under this agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment

J-U-B receives from the CLIENT. J-U-B agrees further to return retainage payments to each subconsultant within 30 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CLIENT. This clause applies to both DBE and non-DBE subconsultants.

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, 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 identify 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 considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) J-U-B will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of J-U-B's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) 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.
- (5) J-U-B will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of J-U-B's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction 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.

- (7) J-U-B will include the portion of the sentence immediately preceding paragraph (1) and the 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 as the administering agency may direct 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 by the administering agency 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 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 involved on this project.

5.18 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).

5.19 ENERGY CONSERVATION

J-U-B and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

5.20 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.

5.21 BREACH OF CONTRACT TERMS (49 CFR Part 18.36)

Any violation or breach of terms of this contract on the part of J-U-B or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

CLIENT will provide J-U-B written notice that describes the nature of the breach and corrective actions J-U-B must undertake in order to avoid termination of the contract. CLIENT reserves the right to withhold payments to Contractor until such time J-U-B corrects the breach or the CLIENT elects to terminate the contract. The CLIENT's notice will identify a specific date by which J-U-B must correct the breach. CLIENT may proceed with termination of the contract if J-U-B fails to correct the breach by deadline indicated in the CLIENT's notice.

The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

5.22 CLEAN AIR AND WATER POLLUTION CONTROL

J-U-B agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). J-U-B agrees to report any violation to the CLIENT immediately upon discovery. The CLIENT assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation

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 DEER PARK

BY:

Name: Timothy Verzal

Title: Mayor

ATTEST

Name: _____

Title: _____

J-U-B:

J-U-B ENGINEERS, Inc.

By:

Name: Chuck A. Larson, P.E.

Title: Chairman

ATTEST

Name: Becky Thompson

Title: PFA-Senior

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: _____



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Entity Dashboard	J-U-B ENGINEERS, INC. DUNS: 078408341 CAGE Code: 0KJYO Status: Active Expiration Date: 03/16/2021 Purpose of Registration: All Awards	250 S Beechwood Dr Ste 201 Boise, ID, 83709-0944 . UNITED STATES
<ul style="list-style-type: none"> ▶ Entity Overview ▶ Entity Registration <ul style="list-style-type: none"> ▶ Core Data ▶ Assertions ▶ Reps & Certs ▶ POCs ▶ Exclusions <ul style="list-style-type: none"> ▶ Active Exclusions ▶ Inactive Exclusions ▶ Excluded Family Members <p>RETURN TO SEARCH</p>	<div style="border: 1px solid black; padding: 5px;"> <p>Entity Overview</p> <hr/> <p>Entity Registration Summary</p> <p>Name: J-U-B ENGINEERS, INC. Doing Business As: J-U-B Business Type: Business or Organization Last Updated By: Wendy Givens Registration Status: Active Activation Date: 03/16/2020 Expiration Date: 03/16/2021</p> <hr/> <p>Exclusion Summary</p> <p>Active Exclusion Records? No</p> </div>	



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Entity Dashboard

Geoterra, Inc.
DUNS: 118569172 CAGE Code: 3EH85
Status: Active
Expiration Date: 02/03/2021
Purpose of Registration: All Awards

860 MCKINLEY ST
EUGENE, OR, 97402-2710
UNITED STATES

- Entity Overview
Entity Registration
Core Data
Assertions
Reps & Certs
POCs
Exclusions
Active Exclusions
Inactive Exclusions
Excluded Family Members

Entity Overview

Entity Registration Summary

Name: Geoterra, Inc.
Doing Business As: GeoTerra
Business Type: Business or Organization
Last Updated By: Debbie Hazell
Registration Status: Active
Activation Date: 02/04/2020
Expiration Date: 02/03/2021

Exclusion Summary

Active Exclusion Records? No

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J-U-B ENGINEERS, INC.

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

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

PROJECT NAME: ALP Update and Narrative Report

AIRPORT NAME: Deer Park Municipal

CLIENT: City of Deer Park

A.I.P. NUMBER: 3-53-0022-026-2020

J-U-B PROJECT NUMBER: 70-20-002

CLIENT PROJECT NUMBER:

ATTACHMENT TO:

- AGREEMENT DATED:** July _____, 2020; or
- AUTHORIZATION FOR ADDITIONAL SERVICES #; 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 3-53-0022-026-2020 includes Planning Services for the following work:

- ALP Update and Narrative Report

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

PART 2 - BASIS OF FEE

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

1. **Planning Services.** The CLIENT shall compensate J-U-B on the basis of a lump sum amount of Three Hundred Sixty Seven Thousand, Five Hundred Thirty Seven Dollars and No Cents (\$367,537.00). See Attachment 1B for a detailed cost breakdown.

PART 3 - SCHEDULE OF SERVICES

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

It is assumed the project will last 18 months until project closeout.

This Agreement shall be in effect from July 1, 2020 to December 31, 2021. 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.

Exhibit(s):

- Attachment 1A - Detailed Scope of Work
- Attachment 1B - Fee Breakdown
- Attachment 1.1. - AGIS Survey Feature and Attribute List

For internal J-U-B use only:

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: City

GROUP: Airport

Planning

PROJECT DESCRIPTION(S):

A. Airport (A05)



J-U-B ENGINEERS, INC.

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

Attachment 1A – Detailed Scope of Work

PROJECT NAME: ALP Update and Narrative Report

AIRPORT NAME: Deer Park Municipal Airport

CLIENT: City of Deer Park

A.I.P. NUMBER: 3-53-0022-026-2020

J-U-B PROJECT NUMBER: 70-20-002

CLIENT PROJECT NUMBER:

ATTACHMENT TO:

- AGREEMENT DATED:** April _____, 2020; or
- AUTHORIZATION FOR ADDITIONAL SERVICES #**__; **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:

PART 1 - PROJECT UNDERSTANDING

The driving force behind this planning effort is to ensure the airport has adequately planned airfield and landside facilities as increased use by jet aircraft continues. The airport added a larger based jet aircraft recently, has another prospective based user of two jet aircraft, and other potential users that are interested in operating at the airport if there were increased pavement width and strength. The existing airport master plan which was completed in 2010 projected this growth, but not quite as large and fast as the current aircraft demand. In order to update the current plans to meet this current demand, there are six primary areas that need to be addressed:

- **Forecast Confirmation.** The existing forecast needs to be updated based on solid evidence to understand existing and future demand, and when the airport will meet FAA criteria to justify AIP funding of the needed improvements. This will require documentation from existing users and potential users on what specific aircraft that would operate and with what frequency.
- **Changes to the Airport Layout Plan.** The current plan projected an increase to a design category of B-III whereas current demand could potentially be for a design category of C-III. The current ALP accounted for increased runway 16/34 width, a wider Runway Object Free Area (Runway 16/34 ROFA only), and reconfiguration of the parallel taxiway. Changes needed for the C-III design category would include a longer ROFA and increased pavement strength. The plan should also integrate updated FAA taxiway design standards in the airfield layout.
- **Landside Development.** Recent hangar and apron development has resulted in modifications to the layout of the north flightline areas. Further revisions will be needed to show how the demand for larger aircraft hangars will be accommodated along with compatibility with smaller aircraft parking and storage areas.
- **Environmental Documentation.** After completion of the planning effort, FAA will require environmental documentation prior to considering funding for the

needed improvements. An environmental baseline using existing data will be developed.

- **Funding Considerations.** The projects projected to upgrade to the new design category will require funding to make it happen. FAA sometimes considers discretionary funding which would require 10% matching funds. The airport may need to explore additional funding assistance for the matching funds beyond what WSDOT Aviation would typically assist with. Additionally, the longer, wider ROFA may require modifications to the runway alignment, the City's wastewater sprayfield which is critical to the City's wastewater system, or a combination of both. If the spray field needs to be relocated, which is not currently AIP eligible, funding other than from the wastewater system ratepayers will be needed to assure these modifications are accommodated along with preserving future expansion needs.

Wastewater Sprayfield Compatibility Analysis: The land application wastewater spray field (State Waste Discharge Permit Number ST008016) is located at the Deer Park Municipal Airport. The system was originally installed in the mid 1980's and City Council minutes from 1984 indicate that the spray field system was coordinated with FAA for concurrence. Since that time a number of improvements have been made to the system in order to meet the evolving demands of the Washington State Department of Ecology. The land application system is unique in that most communities of this size discharge to a water body such as a stream, creek or river.

The alternatives analysis will evaluate compatibility with FAA design standards and, if necessary, explore planning level solutions for modifications to the runway and/or spray field to achieve compatibility. Ultimately the City Council will be presented with alternatives from which they can choose from. The selected alternative will be evaluated to develop funding strategies acceptable to both FAA and the City.

PART 2 - SCOPE OF WORK 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.

ELEMENT 1 – STUDY INITIATION

Consultant is to develop a detailed scope of services, budget, and schedule to be made a part of the project contract fee negotiations. Consultant will conduct a scoping meeting with the CLIENT, FAA Seattle Airports District Office (ADO), and WSDOT Aviation (WSDOT). A detailed task-by-task itemization of the project budget and a Gantt-type schedule will be provided for review by the FAA, WSDOT, and CLIENT. The Consultant will provide the CLIENT with scope and fee templates for use in obtaining an Independent Fee Estimate (IFE). This task includes efforts to finalize the scope and fee estimate based on comparison to the IFE. Good-faith negotiations will be conducted and template FAA forms filed to demonstrate compliance.

Once the CLIENT issues a Notice to Proceed to the Consultant, the project is targeted to be substantially completed and ready for FAA review and circulation to other FAA divisions as required in 8 months and completed within 12 months. This schedule is obtainable with the cooperation, support, and priority of the CLIENT, FAA, stakeholders, agencies, and the Consultant. It is understood that document review and unexpected elements may emerge which delay the schedule.

1. Product:

- 1. The final scope of work, including level of effort, approach, tasks and deliverables, will be used to obtain an independent fee estimate for the project, for use in contract negotiations. A*

breakdown of project costs for each element and task will be provided along with the final anticipated project schedule

Element 2 – Project Management

J-U-B shall oversee project tasks and coordinate with CLIENT representatives to manage the scope, schedule, budget and work plan for the MPU. J-U-B invoices will be prepared and submitted to the CLIENT on a monthly basis and will include a brief status report outlining work accomplished during the billing period. It is assumed that the project will last a total of 18 months until project closeout.

- The Consultant shall conduct monthly project team briefings. The briefings will take place via teleconference, and last up to one hour each.
 - The Consultant shall conduct three (3) CLIENT/FAA briefings. The briefings will take place via teleconference and last for up to one hour each.
 - The Consultant will conduct two (2) in person meetings to discuss key project issues. Meetings will take place in Deer Park, Washington, and be attended by up to two (2) Consultant staff members. These meetings will be separate from the TAC meetings.
 - Assist CLIENT in preparation of six (6) FAA Quarterly Performance Reports for the eighteen (18) month duration, submission of a minimum of two (2) SF 425/271 forms (annually and at closeout), and two (2) annual DBE reports.
 - Assist the CLIENT in preparation of an FAA Grant Application for Federal Assistance for the project, including schedule prior to project initiation. Assist the CLIENT in the submittal of FAA Sponsor Certifications, including Selection of Consultants, Drug-Free Workplace, and Disclosure Regarding Potential Conflicts.
 - J-U-B shall assist the Client with Record of Negotiations documentation. J-U-B shall provide the CLIENT and the Independent Fee Estimator with a blank person-hour spreadsheet for Scope of Services. 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.
 - J-U-B will prepare an agreement for Professional Services for submittal and review the CLIENT and FAA, including FAA's *Professional Service Agreement Checklist*. The Agreement shall be comprehensive in description of services and responsibilities of all contract parties.
 - Assist the CLIENT in preparation and processing of monthly Request for Reimbursement (RFR) by submitting data as described. It is anticipated that the CLIENT will prepare and process nine (9) monthly sets of RFR 'packages' for this project. J-U-B will provide documentation of costs for CLIENT use in performing the RFR draws including invoices, reimbursing spreadsheets
- Assist the CLIENT with project/grant closeout pursuant to SOP 10.00 "Administrative Closeout of Airport Improvement Program Grants".

Product:

1. *Monthly invoices and status reports, meeting minutes, and grant documentation and report forms.*

ELEMENT 3 –AIRPORT DATA & INFORMATION PORTAL (ADIP)

Survey, aerial imagery collection and data acquisition will be performed for this project in accordance with AC 150/5300-16A, 17C chg 1, 18B chg 1. Tasks for this element are based on Table 2-1 for the Airport Layout Plan (ALP) column from AC 150/5300-18B chg1-consolidated. Notable items of this work are shown in items 3A-F below.

A. ADIP Setup, Statement of Work, and Survey Plans

The Consultant will assist develop a new airport survey project for the airport on the Airport Data & Information Portal (ADIP) website at <https://airports-gis.faa.gov>. The project will be a new airport survey project type to provide support for an ALP and also include a Vertically-Guided Airport Airspace Analysis for runway 16/34 ends only. The existing cross wind runway will not be analyzed as a part of this ALP Update.

The Consultant will prepare and submit a Statement of Work (SOW) for the survey project to the ADIP website.

The Consultant will develop and submit an Imagery Plan (IP), a Survey and Quality Control Plan (SQCP) to the (AGIS) website for the project.

Primary and Secondary Airport Control Stations PACS (1) and SACS (2) will be used for control on this project. If the PACS and SACS are found to be unusable, temporary project control points will be established and used for the project and tied to the NSRS.

B. Aerial Mapping and Photography

The Consultant will coordinate and obtain sub-contracted orthophotography and aerial mapping of the airport, including topographic data, planimetric data, and perform airport airspace analysis/obstruction identification for runways in accordance with AC 150/5300-17C chg 1 and 18B chg 1. The ortho-imagery will cover the entire area of analysis including required sidelap and overlap. Photo based ALP drawings are planned. Aerial Photography and Mapping will be provided by a subconsultant in accordance with AC 150/5300-17C chg 1. Attachment 1.1 outlines the aerial mapping work tasks to be prepared by subconsultant, GeoTerra.

The ortho-imagery will be submitted to NGS at the address listed in AC 150/5300-17C chg 1 on an appropriately labeled recordable media such as CD, DVD, portable hard drive etc., with the label identifying the airport, FAA project, and company contact information.

C. Field Surveys and Reconnaissance

The Consultant shall conduct detailed field reconnaissance and surveys of the specified study area to support aerial photography and collect key topographic features critical to the project and AGIS submittal. Specific collection and verification task items:

- Perform survey reconnaissance and meet with field crews, engineers, and Airport staff to discuss the extent of the project. Conduct interviews with agencies to prepare documentation of survey conditions and procedures in accordance with AC 150/5300-18B chg1-consolidated.
- Recover, evaluate and verify existing NGS geodetic control monument; Primary and Secondary Airport Control Stations PACS (1) and SACS (2) according to guidelines established in AC 150/5300-16B. Perform, document, and report the tie to the National Spatial Reference System (NSRS) as required by AC 150/5300-16B. Establish 16 photo control "ID" points (number of high and low targets to be determined by photogrammetrist) and 5 OPUS check points as the base control for geo-referencing the aerial orthophotography. (Per aerial company.)

- Note: The approximate location of all control points will be identified by the aerial mapping subconsultant on a figure and provided to the consultant prior to the survey and flight. The control points should be located within the public right-of-way where painted control points or temporary markers can be established. However, some premarks may need to be established on private property using temporary markers. The airport will be responsible for obtaining right of access to private property as necessary. After receiving confirmation from the aerial mapping subconsultant that all flight data is of good quality and useable, the consultant will remove temporary markers.
- Survey, Monument, and document runway endpoints for Runway 16/34.
- Determine runway lengths and runway widths and the runway true azimuth, Runway 16/34 only.
- Collect an elevation profile for runway 16/34 according to the standards in AC 150/5300-18B chg1-consolidated at 50-foot intervals.
- Survey, validate, and document the position, elevation, and where required, the appropriate runway abeam point of all electronic and visual navigational aids (NAVAIDS) on the airport.
- Survey obstacles and other planimetric features that cannot be collected by aerial mapping survey.
- Document features requiring appropriate photos and preparing required sketches. Processing collected data and preparing for upload to ADIP website.

CLIENT will provide site information and access to the airport. All survey data shall be tied to the National Spatial Reference System (NSRS) and projected to NAD 1983 (2011) Washington State Plan Coordinate System, South Zone, horizontal datum and the NAVD 1988 vertical datum. Survey notes and records will be prepared in accordance with industry standards of practice. The Consultant will coordinate with the airport and abide by appropriate procedures to gain access to privately owned lands.

D. Airport Airspace Analysis

The aerial mapping subconsultant will conduct an Airport Airspace Analysis and identify obstacles and possible hazards to air navigation on, and within the vicinity of the airport according to requirements in AC150/5300-18B chg1-consolidated. A Vertically-Guided Airport Airspace Analysis be performed for runway 16/34 ends only.

E. Surveyed Features/Planimetric Data

Specific features and attributes to be captured are included in Attachment 1.1 to this Scope of Services. Planimetric data will be included in the survey data submission to the ADIP website.

F. Submit Final Report & Upload Survey Data and Final Documentation to ADIP

The Consultant will process all surveyed and mapped features and obstructions to be delivered in the Airport GIS geodatabase structure and then upload survey data to the ADIP website to include matrix items listed in Table 2-1 column for ALP from AC 150/5300-18B chg1-consolidated. Work processes include:

- a. Prepare and process all field data collected, assign it attributes and layers – thus creating the base sheet information

- b. Prepare, submit & upload the data and reports to the FAA ADIP website
- c. Develop the Final Survey Report with the appropriate supporting documentation
- d. Develop the deliverables for internal use, for the client, and for the FAA

G. GIS Data Delivery

Products:

1. *Statement of Work (1)*
2. *Survey Quality Control Plan (1)*
3. *Remote Sensing/Imagery Plan (1)*
4. *Color Orthophotography (1)*
5. *Survey Data Package (1)*
6. *Final Survey Report (1)*

Element 4 –Public Involvement and Stakeholder Coordination

Coordination, communication, and collaboration lead to a successful Plan. Outreach efforts extend a welcome and provide attention to the concerns of Stakeholders. This Plan will include timely coordination with the CLIENT and stakeholders, advisory committee/board, local government and agencies; tenants and users; neighbors, and interested parties. Coordination will be to present and gather information, gain insight, and build consensus and support. Coordination success depends on participation of these Stakeholders.

Consultant will assist the CLIENT in identifying agencies and individuals that need to be contacted and informed of the study process and will provide background and technical information. The CLIENT will establish a Technical Advisory Committee (TAC) to provide continual input and review to the study process. The CLIENT will coordinate meetings with the TAC and will provide facilities for such meetings. The consultant will conduct meetings that meet the FAA guidelines per Circular 150-5050-4A. Graphic displays and pertinent handout materials necessary to describe the evaluations and findings of the interim submittals will be prepared.

The CONSULTANT will conduct two public information meetings to provide the public with an opportunity to provide input on the project, and to discuss project concept plans and exhibits at key milestones (kickoff and alternative selection). The location and time of the meetings will be coordinated with the CLIENT and the Consultant will coordinate the logistics for the meeting. The Consultant will coordinate advertisement and/or legal notice for public information meetings and will prepare all meeting materials and displays. CLIENT will pay for advertising. A summary of citizen comments will be developed and submitted to the project team and the CLIENT.

A TAC of approximately 8-10 people will be established to represent the CLIENT and Stakeholders. TAC membership will be determined by the CLIENT with Consultant input. Correspondence with the TAC beyond regularly scheduled in-person meetings will be by the CLIENT.

The Consultant is to make multiple visits with the following personnel for the following purposes:

Consultant Personnel <i>(X: In-Person, P: Teleconference)</i>	Project Manager	Admin. Support	Engineer ⁵	User Outreach Specialist	Environmental	Survey/ADIP	CADD/GIS	Planner	Survey/ADIP Support	Public Involvement
Scoping Meeting	X	P		X				P		P
Kick-Off; Airport Board Presentation	X			X				X		X
Kick-Off; TAC Presentation	X			X				X		X
Kick-Off; Open House	X			X				X		X
Working Paper No. 1; TAC Presentation	X			X				X		
Working Paper No. 2; Airport Staff Presentation	X			X				P		
Working Paper No. 2: Open House (Alternatives)	X			X				X		X
Working Paper No. 2; Airport Board Presentation	X			X				P		P
Draft Plan; Airport Staff Presentation	X			X				P		P
Draft Plan; TAC Presentation	X			X				X		X
Final Plan; City Council Presentation	X			X				X		X

Products:

- A listing of agencies and individuals that should be involved during the ALP Update Study.
- The Conduct of three (3) TAC meetings and meeting minutes provision.
- The Conduct of Two (2) Public Information/Open House Meetings and a summary of comments received.
- Meetings to present materials and provide project updates.
- Meetings will include the Project Manager or Engineer

ELEMENT 5 – AVIATION INVENTORY AND EXISTING CONDITIONS

A. Document Review

Consultant will evaluate all existing documents from previous planning studies and airport records, as provided by the airport management, including data pertaining to based aircraft, historic aviation activity, construction programs, FAA Grants, and financial information.

Existing data is available through the following documents:

- 2010 Deer Park Municipal Airport, Master Plan Update
- WSDOT 2018 Pavement Management System Update
- WSDOT 2017 State System Planning

- WSDOT Economic Impact Reporting for General Aviation Airports (Various dates)
- WSDOT Compatible Land Use Documents and Guidelines

B. Background Review

Consultant will provide an overview of the brief history of the airport and its aeronautical role in the national/state aviation system and its role in the community.

C. Inventory and Description of Existing Facilities

Consultant will use the inventory data, including an examination of plans, construction drawings, lease documents, utility information and other relevant documents, as provided by airport management. An on-site inspection of major components of the airport will be performed. The examination will include a determination of the facility's use, type, size, condition, and adequacy. The facilities that will be inventoried and the data that will be provided, and then transformed into GIS which includes, but is not limited to, the following:

1. Airfield and Airspace

- a. Airfield Inventory will include:
 - i. The functional use and geometry of runways, taxiways, aprons to include: runway-taxiway separation distance, full/partial parallel designations, lighting, marking, and signing, construction history of airfield pavements
 - ii. Runway inventory will include orientation, length, width, surface material, pavement strength, effective gradient, end coordinates, and touchdown zones
 - iii. Navigational and Visual Approach Aids, and whether they are CLIENT or FAA owned/operated
 - iv. Pavement Condition Index – Full Summary
 - v. Calculation of the Airport's PCN numbers for the runways, taxiways, and aprons.
- b. Airspace Analysis will include:
 - i. Type of approaches (visual, non-precision or precision) and approach procedures available at the airport (RNAV/GPS)
 - ii. Information on current air traffic patterns, interactions with other airports in the area, interactions with the military's MOA, and any noise abatement procedures currently in place.
 - iii. Runway Protection Zone Ownership to determine if fee or easement interests have been secured in its entirety for each individual Runway's RPZ.
 - iv. Airspace Analysis will be completed for Runway 16/34 only.
- c. Wind and Weather: Wind and weather data give information on historic operational conditions, and on improvement to better operate under those conditions
 - i. General weather information will be gathered from operators, AWOS, stakeholders, and climate agency websites.
 - ii. Weather conditions, such as prevailing wind direction and speed, as well as historical occurrences of critical combinations of ceiling and visibility will be compiled; and
 - iii. Wind data will be obtained from the National Climatic Data Center, for varying ceiling and visibility conditions.
 - iv. Wind roses will be created for the four speeds and the three ambient weather conditions (10-years' worth, per guidance)
- d. Fixed Base Operators (FBO) and Services provided.
- e. Quantity, type, utilization and condition of hangars, tie-downs, and transient aircraft parking areas.
- f. Tenants, Operators and other airport lease holders.

- g. Number and mix of based aircraft – updated BasedAircraft.com information
- 2. Support Facilities:
 - a. Fuel Facilities - Storage and service locations, capacities and condition.
 - b. Airport Maintenance Equipment - Airport maintenance and snow removal equipment will be identified.
- 3. Access, Circulation and Parking:
 - a. The quantity and type of existing auto parking and access roads to the airport, including information on alignment, condition and capacity
 - b. Information on public transportation services, such as bus, rail, taxi and limousine and the split between personal and public transportation to the airport, as well as access/proximity to rental car facilities
 - c. Perimeter Fencing - The adequacy of airport perimeter fencing and access to the airport operations area will be examined
- 4. Utility Systems: Key components of utility systems will be identified, including a description of onsite water, sanitary sewer, storm drainage, electric, telephone and internet services

D. Describe Regional Setting and Land Use Controls

Consultant will obtain land use documents, maps and regulations from the various County and City Planning and Zoning Departments to include existing zoning ordinances, subdivision regulations, building codes, easements, right-of-way, comprehensive plans, and other documents pertaining to land use management in the vicinity of the airport. The Land Use Plan drawing will be updated to illustrate revisions to the airfield configuration, aviation easements, airport influence areas and potential impacts to land uses in the airport environs. An evaluation of the existing Land Use Ordinances compared to FAA/WSDOT recommendations for land use compatibility and airspace protection will be conducted and presented. WSDOT land use documents and guidelines will be summarized as related to inventory.

E. Environmental Baseline and Methodology

An environmental baseline will be prepared to document known critical resources and environmentally sensitive features at the Airport. The consideration of the environment provides direction on issues to be addressed as part of the existing operations and analysis of airport development alternatives. The environmental baseline inventory will evaluate an area which encompasses approximately 370 acres of the Airport property. The Consultant will identify potential environmental constraints that may affect the future operation or development of the airport, such as: potential or known wetland locations, special habitat considerations, flood plain levels, known cultural and historic resources, and storm water runoff. The resources categories included in the environmental baseline will follow FAA Order 1050.1F Environmental Impacts, Policies, and Procedures and FAA Order 5050.4B National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions. Environmental baseline conditions for biological and wetlands resources will be determined by reviewing existing data, conducting literature searches, reviewing databases, consulting aerial photography and maps, and completing a preliminary site visit to assess general conditions at the airport by a qualified environmental specialist. In more general terms, regulatory policies, procedures, and considerations of airport facilities, operations, and improvements will be evaluated, along with existing and expected plans and permits. Impact category review follows in the table: