

**City of Deer Park  
City Council Agenda  
January 18, 2017  
7:00 p.m.**

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

**1. Call to Order**

Roll Call: Mayor Robert Whisman  
Councilmember's: Dee Cragun, Mary Babb, Tim Verzal,  
Don Stevens and Joe Polowski  
Clerk/Treasurer: Deby Cragun

**2. Invocation**

**3. Pledge of Allegiance & Welcome**

**4. Approval of Agenda**

**5. Approval of January 4, 2017 regular council meeting minutes.**

**6. New Business**

A. FAA Agreement for Professional Services Apron Expansion and Taxilane Project  
AIP 3-53-0022-023-2017 ~ JUB Engineers, Inc.

**7. Resolutions**

A.

**8. Ordinances**

A.

**9. Consent Agenda**

- A. Approval of Voucher Claim Check Nos. 35469 through 35502 including EFT Debits in the amount of \$112,463.23 for December 2016 Open Period.
- B. Approval of Voucher Claim Check Nos. 35451 through 35468 in the amount of \$372,958.30 for First Half January 2017.
- C. Short Plat Request #2016-2 & 2016-3.

**10. Interested Citizens: Oral Communications, Requests, Comments from Audience**

**11. Report of Departments**

**12. Report of Officers**

**13. Executive Session**

**14. Adjournment**



**City of Deer Park  
City Council Minutes  
January 04, 2017**

Mayor Whisman called the meeting to order at 7:00 p.m.

**ROLL CALL**

Mayor Whisman called roll and the following were:

Present:	Councilmember's: Dee Cragun, Mary Babb, Tim Verzal, and Joe Polowski
Absent:	Councilmember Don Stevens, Excused Absent (Cragun/Polowski)
Staff:	Roger Krieger
Airport Manager:	Darold Schultz, Schultz's Aviation, L.L.C.
Clerk/Treasurer:	Deby Cragun
Audience: 5	

**2. Invocation**

Pastor David Stapp from First Baptist Church gave the invocation.

**3. Pledge of Allegiance & Welcome**

**4. Approval of Agenda**

**IT WAS MOVED BY CRAGUN, SECONDED BY VERZAL; MOTION CARRIED (4-0) TO APPROVE THE AGENDA AS PRESENTED.**

**5. Approval of December 21, 2016 regular council meeting minutes**

**IT WAS MOVED BY CRAGUN, SECONDED BY POLOWSKI; MOTION CARRIED (4-0) TO APPROVE THE DECEMBER 21, 2016 REGULAR COUNCIL MEETING MINUTES AS PRESENTED.**

**6. New Business**

- A. Bid Award Deer Park – N. Dalton Field Well #3 Project ~ Fogle Pump & Supply Inc.

*Roger Krieger* reviewed the Bid Award for N. Dalton Field Well #3 Project.

Following discussion,

**IT WAS MOVED BY CRAGUN, SECONDED BY POLOWSKI, TO:**

APPROVE THE BID AWARD FOR N. DALTON FIELD WELL #3 PROJECT TO FOGLE PUMP & SUPPLY INC. IN THE AMOUNT OF \$86,643.23.

**MOTION CARRIED 4-0.**

**7. Resolutions**

- A. 2017-001 ~ CIP Plan Update

*Mayor Whisman* read the heading to Resolution 2017-001.

Roger Krieger reviewed this annual resolution update.

Following discussion,

**IT WAS MOVED BY CRAGUN, SECONDED BY POLOWSKI, TO:**

APPROVE RESOLUTION 2017-001 ~ CIP Plan Update

**MOTION CARRIED 4-0.**

**8. 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 VERZAL; MOTION CARRIED (4-0) TO APPROVE THE CONSENT AGENDA.**

- A. Approval of Voucher Claim Check Nos. 35430 through 35450 including EFT Debits in the amount of \$89,220.57 for the Second Half of December 2016.
- B. Approval of Payroll Check Nos. 12421 through 12451 including 941 Taxes in the amount of \$102,081.41 for the month of December 2016.

**9. Interested Citizens: Oral Communications, Requests, Comments from Audience**

Kris Barnes and Amber Williams from the Spokane County Library District stated Winterfest has been scheduled for January 21, 2017. Kris and Amber also stated they were looking for volunteers to judge the Lego Contest during Winterfest so if any of the Councilmembers were interested please let them know.

**10. Report of Officers**

Councilmember Verzal reminded those in attendance that Winterfest was coming up on Saturday.

**11. Executive Session**

There was no executive session.

**12. Adjournment**

There being no further business before the Council, Mayor Whisman adjourned the meeting at 7:18 P.M.

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Mayor Robert Whisman

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Deby Cragun, City Clerk/Treasurer

**FAA AGREEMENT FOR PROFESSIONAL SERVICES**  
**General Aviation Apron Expansion and Taxilane Project, A.I.P. 3-53-0022-023-2017**  
**Deer Park Municipal Airport, Washington**

THIS AGREEMENT is made as of the \_\_\_\_\_ day of January, 2017 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, hereinafter referred to as J-U-B.

WHEREAS, the CLIENT intends to make certain improvements and/or modifications to the Deer Park Municipal Airport consisting of the following:

Design and Construction phase services for a General Aviation Apron Expansion and Taxilane Project. Project Construction scope includes:

- Construct GA Apron to the north of existing GA complex approximately 15,000 SY: new asphalt pavement, tie down anchors, drainage improvements, and marking.
- Construct one 35' wide Taxilane to provide access from Box hangars to Taxiway A. The Taxilane will be designed to Taxilane Group II standards.
- Construct one apron light just east of hangar 46.
- Construct an underground storage tank to provide for future deicing collection at the airport. The underground tank will collect and store the deicing chemical for disposal.

Hereinafter referred to as the PROJECT:

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

For and in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

**ARTICLE 1**  
**J-U-B'S SERVICES**

**1.01 BASIC SERVICES**

J-U-B agrees to perform or furnish professional engineering services in relation to the PROJECT, including normal civil engineering services related thereto, as set forth in Attachment 1 – Scope of Services consistent with the applicable Standard of Care. Standard of Care is defined as the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality.

Construction Phase services are more specifically defined in Standard Exhibit A – Construction Phase Services.

**1.02 SCHEDULE OF SERVICES TO BE PERFORMED**

J-U-B will perform said Services as follows:

Design services are anticipated to be completed by June 1, 2017.

Bidding and Construction services are anticipated to be completed by March 31, 2018.

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.

This Agreement shall be in effect from January 18, 2017 to March 31, 2018. In the event the services described will not be completed during the term of this Agreement the Agreement shall be amended.

### **1.03 ADDITIONAL SERVICES**

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

- A. Provide other services not otherwise provided for in this Agreement, including services normally furnished by the CLIENT as described in Article 2, CLIENT'S RESPONSIBILITIES.
- B. Provide services as an expert witness for the CLIENT in connection with litigation or other proceedings involving the PROJECT.
- C. Assist or extend services as a result of strikes, walkouts, or other labor disputes, including acts relating to settlement of minority group problems.
- D. Mitigation work identified in the environmental review.
- E. Additional services when the PROJECT involves more than two construction contracts or separate equipment contracts.
- F. Review the PROJECT prior to expiration of the guarantee period and report observed discrepancies under guarantee provided by the construction contract.
- G. Extended services during construction made necessary by: 1) work damaged by fire or other cause during construction; 2) defective or incomplete work of the Contractor causing delays in the project resulting in additional costs to J-U-B; 3) prolongation of the initial construction contract time beyond the contract time; 4) acceleration of the work schedule involving services beyond established office working hours; and 5) the Contractor's default under the construction contract due to delinquency or insolvency.
- H. Assist the CLIENT in resolving disputes over claims, bankruptcy, legal complaints or default of the Contractor.

## **ARTICLE 2 CLIENT'S RESPONSIBILITIES**

### **2.01 CLIENT'S RESPONSIBILITIES**

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

- A. Designate, in writing, a person authorized to act as the CLIENT'S contact. The CLIENT or his designated contact shall receive and examine documents submitted by J-U-B to determine acceptability of said documents, interpret and define the CLIENT'S policies, and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of J-U-B's services.
- B. Make available to J-U-B all technical data that is in the CLIENT'S possession, including maps, surveys, property descriptions, borings, and other information required by J-U-B and relating to his 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 for J-U-B to enter upon all property required for the performance of J-U-B's services under this AGREEMENT.
- H. Give prompt written notice to J-U-B whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT or other event that may substantially affect J-U-B's performance of services under this AGREEMENT.
- I. Promptly prepare and submit reimbursement requests to funding agencies.
- J. Compensate J-U-B for services promptly rendered under this AGREEMENT.
- K. Obtain bids or proposals from contractors for work relating to the PROJECT and bear all costs relating thereto.
- L. When identified in the construction contract documents, provide construction surveys and materials testing by the successful contractor.

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

#### 3.01 BASIC SERVICES COMPENSATION

J-U-B shall provide services in connection with the terms and conditions of this Agreement, and the CLIENT shall compensate J-U-B therefore as follows:

- A. Preliminary and Final Design Phase. The CLIENT shall compensate J-U-B for Section A in Attachment 1 on the basis of a lump sum amount of Eighty-Two Thousand, Four Hundred Twenty Dollars and No Cents (\$82,420.00). See Attachment 2 for a detailed cost breakdown.
- B. Bidding and Construction Phase
  - 1. The CLIENT shall compensate J-U-B for the Bidding and Construction Phase, Section B in Attachment 1. on a Cost-Plus-Fixed-Fee basis. The CLIENT shall reimburse J-U-B for the following items:
    - a. Payroll Cost: Actual salaries paid J-U-B's employees, without markup, for the time such employees are directly used on work necessary to fulfill the terms of this AGREEMENT. Reasonable salary increases, promotions and other payroll adjustments during the course of this work are acceptable subject to approval by the CLIENT. At the request of the CLIENT, a list of names of personnel actually working on this project and their salaries shall be submitted prior to the start of work on the project and shall be updated as needed to reflect any changes.
    - b. Payroll Additives: Additives representing the employee benefits based on payroll cost shall be computed as a percentage of the payroll cost above. For the purposes of this AGREEMENT, that additive shall be 82.91 percent of the payroll cost based on existing audits, cost data, and other information mutually agreed to by both parties. This factor is subject to adjustment by the parties based on audits occurring during the life of this AGREEMENT. Independently prepared cost data shall be submitted, at the request of the CLIENT, at intervals not less than every 18 months to support the payroll additives for this AGREEMENT.

- c. General and Administrative Overhead Cost: These overhead costs shall be in accordance with Federal requirements contained in the 41 CFR 1-15. These costs shall be computed at 113.29 percent of the payroll costs above. This percentage may be adjusted by the parties based on audits occurring during the life of this AGREEMENT. Independently prepared cost data shall be submitted to the CLIENT at intervals not less than every 18 months to support the General and Administrative Overhead for this AGREEMENT.
  - d. Direct Cost and Out-of-Pocket Cost: These costs shall be directly related to this project and determined in accordance with Federal requirements contained in 41 CFR 1-15.
  - e. Fixed Fee: The Fixed Fee for performance completed under this task shall be Eleven Thousand, Three Hundred Nine Dollars and Sixty-Six Cents (11,309.66). Should there be a change in the scope of work under this AGREEMENT; the fixed fee shall be negotiated with an appropriate adjustment for change in the scope of work. Additional fixed fees, as approved as a portion of Supplemental Engineering Agreements, shall be in addition to the above agreed upon amount. FAA participation in those costs is conditioned on their approval of the increased costs.
2. Total estimate for Bidding and Construction Phase, including fixed fee, for the work under this AGREEMENT shall not exceed One Hundred Thousand, Five Hundred Thirty Dollars and No Cents (\$100,530.00). This maximum amount is subject to adjustment in the event of any approved increases in scope of service as approved by the CLIENT and the FAA and documented by approved Supplemental Engineering Agreements.
- C. Total Project Fees. Total fees as outlined above are One Hundred Eighty Two Thousand, Nine Hundred Fifty Dollars and No Cents (\$182,950.00). See Attachment 2 for a detailed cost breakdown.

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, payroll burden and general and administrative overhead, and out-of-pocket expense, 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 SERVICES**

In addition to any and all compensation hereinabove, the CLIENT shall compensate J-U-B for Additional Services, Section 1.03, under a supplemental agreement. These additional services are to be performed or furnished by J-U-B only upon written authorization by the CLIENT.

### **3.03 COMPENSATION ADJUSTMENT**

The Agreement shall be in effect from January 18, 2017 to March 31, 2018. CLIENT agrees to provide J-U-B a notice to proceed with Services within 120 days of the effective date of this Agreement. 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. Progress payments shall be made in proportion to services rendered as indicated within this Agreement and shall be due and owing within thirty (30) days of J-U-B's submittal of a monthly statement. Any monies not paid after 30 days when due under this AGREEMENT shall bear a finance charge at the rate of one percent (1%) per month on the balance, until paid.

- B. If the CLIENT fails to make monthly payments due J-U-B, J-U-B may, after giving ten (10) days written notice to the CLIENT, suspend services under this Agreement.
- C. If the PROJECT is delayed, or if J-U-B's service for the PROJECT is delayed or suspended for more than three (3) months for reasons beyond J-U-B's control, J-U-B may, after giving seven (7) days written notice to the CLIENT, terminate this Agreement and the CLIENT shall compensate J-U-B in accordance with the termination provisions contained hereafter in this Agreement.
- D. When the CLIENT directs that competitive bids be taken for construction on alternate designs, where this involves the preparation of designs, plans, and specifications for alternate facilities, the compensation to J-U-B shall be an additional payment to be negotiated at the time the CLIENT directs that alternative designs, plans, and specifications be prepared, subject to FAA review and approval.
- E. No deductions shall be made from J-U-B's compensation on account of penalty, liquidated damages, or other sums that may be withheld from payments to Contractors.

## **ARTICLE 4 GENERAL PROVISIONS**

### **4.01 OWNERSHIP OF DOCUMENTS**

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

Reuse of any of the above-said documents by the CLIENT on extensions of this PROJECT or on any other project without written permission of J-U-B shall be at the CLIENT'S risk, and the CLIENT agrees to defend, indemnify, and hold harmless J-U-B from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse of said documents by the CLIENT or by others acting through the CLIENT.

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 his duties under this Agreement without the written consent of the other.

### **4.03 TERMINATION**

#### **A. TERMINATION FOR CONVENIENCE**

The CLIENT may, by written notice to the 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, the Contractor 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 the Engineer 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.

- 1) **Termination by CLIENT:** The CLIENT may terminate this Agreement in whole or in part, for the failure of J-U-B to:
  - a. Perform the services within the time specified in this contract or by CLIENT approved extension;
  - b. Make adequate progress so as to endanger satisfactory performance of the Project;
  - c. 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 the Engineer 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.

- 2) **Termination by J-U-B:** J-U-B may terminate this Agreement in whole or in part, if the CLIENT:
  - a. Defaults on its obligations under this Agreement;
  - b. Fails to make payment to J-U-B in accordance with the terms of this Agreement;
  - c. Suspends the Project for more than 180 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.

#### **4.04 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 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. 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.
- F. In soils investigation work and determining subsurface conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. J-U-B will coordinate this work in accordance with generally accepted engineering practices and makes no other warranties, expressed or implied, as to the professional advice furnished by others under the terms of this AGREEMENT.
- 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.
- H. J-U-B has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work including, but not limited to, aircraft safety precautions, shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.

#### **4.05 MEDIATION BEFORE LITIGATION**

In an effort to resolve any conflicts that arise during the design and construction of the PROJECT or following the completion of the PROJECT, the CLIENT and J-U-B agree that all disputes between them arising out of or relating to this AGREEMENT or the PROJECT, except for the payment of J-U-B's fees,

shall be submitted to nonbinding mediation as a condition precedent to litigation unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors and consultants on the PROJECT, and also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators on the PROJECT, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

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 form, venue and jurisdiction in that particular action shall be in Spokane County, Washington.

#### **4.06 EXTENT OF AGREEMENT**

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

#### **4.07 BREACH OF CONTRACT TERMS (49 CFR Part 18.36)**

Any violation or breach of terms of this contract on the part of the 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 the 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 the 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 the 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.

#### **4.08 CONSTRUCTION CONTRACTOR'S RESPONSIBILITY**

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

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

If the scope of services includes construction engineering, J-U-B may be required to act as the Resident Engineer on the PROJECT. When so stipulated, the Resident Engineer and on-site observation personnel will make reasonable efforts to guard the CLIENT against defects and deficiencies in the work of the Contractor and to help determine if the provisions of the Contract Documents are being fulfilled. When construction engineering is included as services of this agreement, Standard Exhibit A – Construction Phase Services, attached, outlines the specific responsibilities of J-U-B, acting as the Resident Engineer during construction. Their day-to-day observation will not, however, cause J-U-B to be responsible for those duties and responsibilities that belong to the construction Contractor and that include, but are not limited to, full responsibility for the techniques and sequences of construction and the safety precautions related to the construction and commissioning of the work.

**ARTICLE 5  
SPECIAL PROVISIONS**

**5.01 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 5.01D, "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 5.01D, "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.

## 5.02 CERTIFICATION 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.

## 5.03 SUCCESSORS AND ASSIGNMENTS

- A. The CLIENT and J-U-B each binds himself, his 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 written consent of the CLIENT.

## ARTICLE 6 FEDERAL ASSURANCES

### 6.01 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.

### 6.02 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 Statutes 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 Acts and the Regulations, 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 Acts and the Regulations relative to Non-discrimination 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, 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 Acts, Regulations, 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 with 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.

### 6.03 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 Non-discrimination 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).

#### **6.04 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 City of Deer Park 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.

#### **6.05 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.

#### **6.06 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 the 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 the 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 the 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 the J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

#### **6.07 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.

## **6.08 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 on the 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 shall provide immediate written notice to the CLIENT if the 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 subcontractors 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 the 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.

## **6.09 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.

#### **6.10 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.

#### **6.11 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.

#### **6.12 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.

#### **6.13 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 the 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.

#### **6.14 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).

#### **6.15 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).

#### **6.16 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.

#### **6.17 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 Administration.

J-U-B will include this requirement in all subcontracts that exceed \$150,000.

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

ATTEST

BY:

Name: Robert Whisman

Name:

Title: Mayor

Title:

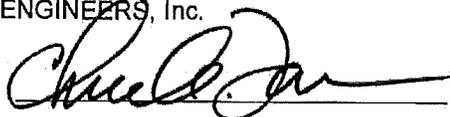
:

J-U-B:

J-U-B ENGINEERS, Inc.

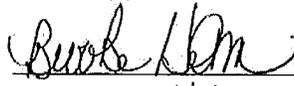
ATTEST

By:



Name: Chuck A. Larson, P.E.

Name:



Title: Chairman

Title:

Brooke Holm

Office Administrator

*Applicable Attachments or Exhibit to this Agreement are indicated as marked*

- Attachment 1 – Scope of Services
- Attachment 2 - Fee Breakdown
- 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 an 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 Form to Report Lobbying", 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 subcontractors, 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 prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: \_\_\_\_\_  
Sponsor's Authorized Representative

Date: \_\_\_\_\_

Title: \_\_\_\_\_



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

J-U-B ENGINEERS, INC.

Standard Exhibit A – Construction Phase Services

Client Name: City of Deer Park

Project: AIP 3-53-0022-023-2017 General Aviation Apron Expansion and Taxilane Project

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

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

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

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

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

CONSTRUCTION PHASE SERVICES

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

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

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

Construction Phase

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

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

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:
- Yes  
 No
- a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.
- Yes  
 No
- b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
- Yes  
 No
4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- Yes  
 No
5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- Yes  
 No
6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.
- Yes  
 No
7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- Yes  
 No
8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.
- Yes  
 No
9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).
- Yes  
 No

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

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

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

Post-Construction Phase

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

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

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

## CONSTRUCTION PHASE ADDITIONAL SERVICES

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

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

## RESIDENT PROJECT REPRESENTATIVE

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

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

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

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

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

11. *Reports.*

- a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
- d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.

14. *Completion.*

- a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
- b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
- c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

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

## **CLIENT'S RESPONSIBILITIES**

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

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

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

## **INDEMNIFICATION**

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

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



J-U-B ENGINEERS, INC.

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

**Attachment 1 – Scope of Services**

Client Name: City of Deer Park

Project: 70-16-045

A.I.P.# 3-53-0022-023-2017

The Agreement for Professional Services dated \_\_\_\_\_ is amended and supplemented to include the following provisions regarding these Scope of Services:

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

**PROJECT DESCRIPTION**

Design and Construction phase services for a General Aviation Apron Expansion and Taxilane Project. Project Construction scope includes:

- Construct GA Apron to the north of existing GA complex approximately 15,000 SY: new asphalt pavement, tie down anchors, drainage improvements, and marking.
- Construct one 35' wide Taxilane to provide access from Box hangars to Taxiway A. The Taxilane will be designed to Taxilane Group II standards.
- Construct one apron light just east of hangar 46.
- Construct an underground storage tank to provide for future deicing collection at the airport. The underground tank will collect and store the deicing chemical for disposal.

**SCOPE OF SERVICES**

J-U-B's Services under this Agreement are limited to the following:

- A. Preliminary and Final Design Phase for the General Aviation Apron Expansion Project: Upon the CLIENT's Authorization to Proceed with Design Phase Services J-U-B shall:
1. Conduct a Pre-design meeting with CLIENT and FAA. Attend a Pre-Design startup meeting with CLIENT personnel and the Federal Aviation Administration (FAA).
  2. Assist the CLIENT with Project Scope development and formulation. Finalize narrative work scope, a detailed description of work products, schedule and estimate. Discuss comments and revise accordingly.
  3. Upon Approval of the Scope of Services, J-U-B will prepare a listing of work tasks in a spreadsheet for person-hours, hourly rates, expenses, and costs for the project. This spreadsheet will be used for both J-U-B and the Independent Fee Estimator (IFE). J-U-B shall prepare a detailed cost proposal on the spreadsheet based on estimates of work to accomplish the Scope of Services.
  4. J-U-B shall provide the CLIENT and the Independent Fee Estimator with a blank person-hour spreadsheet, Scope of Services.
  5. Prepare an Agreement for Professional Services for submittal and review by the CLIENT and FAA, including the FAA Professional Service Agreement Checklist. The Agreement shall be comprehensive in describing the services and responsibilities of all contract parties.
  6. Assist CLIENT with preparation and submittal of FAA Grant Application and Project Schedule.
  7. Assemble and review mapping, plans, documents and other available information.
  8. Conduct topographic survey to include existing ground not covered by existing survey points collected as a part of the 2016 Water Line Extension project. Of particular interest will be the tie-in areas, grade breaks, pavement edges, etc. Survey existing drainage and lighting features as needed to supplement existing topographic data points. Develop preliminary base CADD maps for design development.
  9. Conduct geotechnical investigations and pavement analysis in conformance with requirements described in FAA Advisory Circular 150/5320-6E "Soil Investigation and Evaluation" to include subgrade characterization,

drainage capabilities, moisture density relationship, sieve analysis and CBR analysis of existing runways as follows:

- a. Perform a visual field reconnaissance with airport and J-U-B staff along the existing project area.
  - b. Complete test pits along the project area at random locations, approximately 4 locations. The test pits shall be extended to a minimum depth of 5 feet or refusal through the use of a backhoe.
  - c. Drainage characteristics of the soil will be determined by completing a percolation test alongside a test pit in one location.
  - d. Test pits will be immediately backfilled with native material and compacted.
  - e. Samples of the soil will be collected for laboratory analysis including a laboratory CBR number.
  - f. Static water levels, if groundwater is present, will be measured.
  - g. Prepare an engineering report of findings.
  - h. Work shall comply with the FAA AC 150/5320-6F "AIRPORT PAVEMENT DESIGN AND EVALUATION" current edition, including current FAA pavement design software.
10. J-U-B will analyze and develop 2 pavement section alternatives based on FAA guidelines. Research by J-U-B will assist in determining the appropriate PG grade of Bituminous material based on local climate, aircraft load, and consider whether bump grading is necessary.
  11. Prepare preliminary plans, details and sections for Apron and Taxiway construction.
  12. Prepare preliminary Erosion and Sedimentation Control Plans and specifications.
  13. Prepare Construction Safety Plan. Show contractor construction routes, Notices to Airmen (NOTAMs), Mobilization and Staging areas, temporary marking and lighting, safety areas, temporary threshold displacements, runway shutdowns as necessary.
  14. Prepare a Construction Safety and Phasing Plan (CSPP) to accommodate varying work components that need to meet prescribed schedules
  15. Prepare preliminary electrical plans, details, and sections for Apron lighting
  16. Prepare preliminary Construction Contract Documents and Technical Specifications based on the latest version of FAA AC 150/5370-10G "Standards for Specifying Construction on Airports" including the current Regional Notice published by the FAA Airports District Office.
  17. Prepare an Engineer's Opinion of Probable Construction Cost based on construction cost estimates, phasing into workable portions for constructability, budget, and construction schedule and advise the CLIENT as to budget status.
  18. Conduct in-house quality control/quality assurance review.
  19. Prepare Preliminary Design Report.
    - a. Note any deviation from AC 150/5300-13, Airport Design, or other applicable design advisory circulars in design report. Submit for approval in accordance with Order 5300.1F. Submit "Modifications to Design Standards" as soon as identified. J-U-B will identify any changes to FAA Construction Standards and submit for approval as "Project Specific Specifications" changes as an appendix section to the design report.
    - b. Design report shall include alternatives such as Portland Cement concrete, to provide justification (e.g. life cycle cost).
    - c. Turn in a completed "Plans and Specifications Review Items Checklist" with final design documents for FAA review. The completed checklist should indicate which items are non-applicable (N/A) and which items were checked.
    - d. Include Design Summary form 5100-1 and frost design.
  20. Submit Design Report, preliminary plans and specifications for FAA and CLIENT review.
  21. Incorporate FAA and CLIENT personnel design comments. Respond as necessary to address concerns and provide additional information as needed.
  22. Finalize construction contracts, plans, details, and sections.
  23. Finalize bidding contract documents and technical specifications.
  24. Complete final quantity calculations and prepare Engineer's Opinion of Probable Construction Cost.
  25. In-house quality control review.
  26. Submit final documents to FAA and CLIENT for review and approval.
  27. Provide the following services related to Federal Disadvantaged Business Enterprise requirements (DBE).
    - a. Analyze opportunities for Disadvantaged Business Enterprise (DBE) participation during construction and assist CLIENT in updating the existing 2015-2017 three-year DBE goal amendment to include this project, submit revised 3-year goal amendment to FAA Civil Rights for review and approval of the revised existing goal.

- b. Coordinate a DBE conference call by contacting various Chambers of Commerce asking them to advertise that there will be a conference call for anyone interested in the DBE goal setting methodology for this project. Contact specific DBE's in the area that could be interested in bidding the project. The conference call would be a 2-hour window, monitored via speaker phone and respond if anyone calls in
  - c. Assist CLIENT in preparing a three-year goal for 2018-2020 for the ACIP projects. Coordinate a DBE conference call by contacting various Chambers of Commerce asking them to advertise that there will be a conference call for anyone interested in the DBE goal setting methodology for this project. Contact specific DBE's in the area that could be interested in bidding the project. The conference call would be a 2-hour window, monitored via speaker phone and respond if anyone calls in.
  - d. Coordinate CLIENT DBE Goal Advertisements;
    - i. Advertise the revised existing 2015-2017 3-year goal amendment on CLIENT's website for a minimum of 30 days.
    - ii. Advertise the new 2018-2020 3-year goal on the CLIENT's website for a minimum of 30 days.
28. Confirm that sponsor's DBE program plan is approved by Civil Rights. J-U-B will assist in revising the program plan as required.
29. Revise final plan sets and contract documents and provide 20 sets of half size printed bidding documents.
- B. Bidding and Construction Phase for the General Aviation Apron Expansion Project: Upon the CLIENT's Authorization to Proceed with Construction Phase Services J-U-B shall:**
1. Administer the public bid advertisement process including bid document reproduction and distribution of documents to plan rooms, contractors and suppliers. Submit advertisements to appropriate newspaper as required for publication. Maintain a "Bidders List" and distribute plans as requested.
  2. Assist CLIENT in answering bidder/material supplier questions during bidding.
  3. Prepare bid addenda as necessary in response to bidder/supplier questions during bidding. Includes the cost of up to three Addendums.
  4. Provide Pre-Bid Conference coordination to familiarize bidders and interested parties with the construction project scope and requirements. Prepare a detailed agenda, prepare and issue meeting minutes. It is anticipated that J-U-B will coordinate and attend this meeting at the Airport.
  5. Assist with bid opening and interpret bids for compliance with bidding requirements. J-U-B will provide an opinion on the responsiveness of bid submittals. It is anticipated that J-U-B will coordinate and attend this meeting at City Hall.
  6. Prepare detailed bid tabulations documenting bid results and submit to the CLIENT and FAA.
  7. Assist CLIENT with notification of award and contract execution. Advise the CLIENT of possible action in cases where bids exceed budget for the work to be performed by the Contractor. This task will also include a review of construction agreement, bonds, insurance certificates submitted by the Contractor.
  8. Coordinate with FAA and CLIENT throughout the award process. Submit bid documentation including copies of all executed contract documents as required by FAA.
  9. Conduct a pre-construction conference. Prepare a detailed Pre-Construction Conference agenda and distribute meeting minutes to the group. Required FAA agenda items will be included along with project specific coordination items such as working around active GA operations.
  10. Obtain and review contractor materials submittals, shop drawings, Safety Plan Compliance Document and certifications. Comment and return all submittals to Contractor for their use and/or revisions and resubmittal.
  11. Conduct weekly construction meetings to include key contractor and sub-contractor personnel, the project manager or construction manager, project observer and airport representatives to discuss safety items, schedule, items that may affect progress and airport user concerns.
  12. Prepare and submit daily and weekly field observation reports, including FAA weekly reports with photos.
  13. Provide full-time field observation.
  14. Assist the Client in preparing and submitting up to three (4) FAA Quarterly Performance Reports, one (1) Annual SF 425/271 submittal, and one (1) DBE-Connect annual report throughout the construction phase of the project.
  15. Coordinate and conduct Quality Assurance Testing through a subconsultant (See Exhibit A), to include the following: P-154 Sub Base Course, P-209 Crushed Aggregate Base Course and P-401 Bituminous Surface Course.
  16. The pavement contract on this project is expected to exceed \$250,000; as such a Quality Control (QC)/ Quality Assurance (QA) Workshop shall be conducted by the ENGINEER in accordance with the latest version of AC 150/5370-12.

17. J-U-B shall provide quality assurance staking checks at appropriate stages of construction to include: Apron subgrade, top of base course aggregate and finished grade top of asphalt.
18. Assist CLIENT with review of Contractor Intent to Pay Prevailing Wages and weekly payroll certifications. Conduct Wage interviews with Contractor personnel as required. Maintain documentation of payroll submittals and compliance.
19. Prepare Contract Change Orders/Supplemental Agreements in accordance with FAA requirements. Provide services associated with evaluation, negotiation, and preparation and processing of Contract Change Orders or Supplemental Agreements.
20. Conduct a substantial completion walk-thru with the CLIENT, FAA and Contractor. Prepare documentation of walk-thru in the form of a Punch List.
21. Conduct part-time field observation of project punch list item completion. Issue a recommended final acceptance upon contractor completion of punch list items.
22. Prepare "record" drawings.
23. Prepare the final engineer's project report to the established FAA requirements.
24. Update airport layout plan, Submit two signed hard copies and one pdf file to FAA.
25. Conduct final project closeout of Contractor contract and construction requirements, including reconciliation with City accounting.
26. Attend up to three (3) meetings with the Airport Management Staff during the construction phase of the project in order to keep Airport personnel and management abreast of the progress of the construction phase of the project. Discussions will include project phasing, budget and schedule updates.
27. Assist 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 eight (8) monthly sets of RFR 'packages' for the construction phase of the project. J-U-B will provide documentation of costs for the CLIENT's use in performing the Request for Reimbursements including consultant invoices and reimbursement spreadsheet. One annual report, Standard Form 271 will be submitted for this project.
28. Submit and monitor State of Washington Departments project clearances prior to final acceptance.
29. Assist and coordinate with independent auditors with providing appropriate documents for performing A-133 annual audit. In addition to providing appropriate project files, answer questions as required.

Construction Phase services are more specifically defined in Standard Exhibit B – Construction Phase Services.

Assumptions:

- No SMS plan is required for this project.
- No Environmental documentation is required as all phases of the project have been previously determined to be CATEX by the FAA.
- The pavement contract work is not anticipated to exceed \$500,000. A Construction Management Plan (CMP) will not be prepared for this project.
- Full time field observation assuming construction to occur in the summer of 2017. Estimates of field time will assume a 40 working day construction contract with work to occur based on a 40-hour work week (8-10 hours per day).
- Construction staking shall be provided by the contractor as part of the construction contract. J-U-B shall provide benchmarks and control points for contractor use.
- The associated fee estimate for developing contract change orders is based on the production of two Change Orders total,

# ATTACHMENT 2

**PROJECT TITLE:** General Aviation Apron Expansion and Taxiway Project  
**CLIENT:** City of Deer Park  
**JOB NUMBER:** AIP 3-53-0022-023-2017  
**DATE:** 1/11/2017

**J-U-B-ENGINEERS-FEE ESTIMATE**

TASK NO	PROJECT TASK	Principal Mgr.	Proj. Mgr.	Sr. Engr	PE/ Desnr	Design Engr.	EIT	Survey PLS	2-Person Survey Crew	Cadd Oper.	Cler.	Trips TOTAL HRS	TASK DIRECT COSTS	
														\$65.00
1	Conduct Pre-Design Meeting	0	2	0	2	0	0	0	0	0	0	1	4	\$200.00
2	Assist with Project Scope development & formulation	1	3	0	16	6	0	0	0	0	0	2	1	\$1,103.00
3	Prepare cost proposal	1	1	0	6	0	0	0	0	0	0	4	12	\$459.00
4	Provide IFE spreadsheet	0	0	0	1	0	0	0	0	0	0	2	1	\$90.00
5	Prepare agreement for professional services	1	1	0	6	0	0	0	0	0	0	4	12	\$459.00
6	Assist with submittal of FAA grant application and Sponsor Certifications	0	0	0	2	0	0	0	0	0	0	2	4	\$128.00
7	Assemble & review mapping, plans, documents & other available information	0	0	0	0	2	2	0	0	0	2	2	8	\$224.00
8	Topographic survey	0	0	0	0	0	0	0	0	0	0	0	0	
	Control Survey	0	0	0	0	0	0	1	2	0	0	0	3	\$157.00
	Utility locate and topographic survey	0	0	0	0	1	0	2	10	4	0	1	17	\$788.00
	CADD base mapping	0	0	0	0	0	0	4	0	8	0	0	12	\$412.00
9	Geotechnical investigations & existing pavement analysis	0	3	1	3	2	2	0	0	0	0	4	1	\$531.00
10	Analyze and develop pavement section alternatives & recommendations	0	3	2	16	4	2	0	0	0	0	0	27	\$1,100.00
11	Preliminary plans, details & sections	0	4	4	25	60	30	0	0	96	0	219	\$6,838.00	
	Prepare preliminary Erosion & Sedimentation Control Plans and Specifications	0	0	0	0	4	2	0	0	8	0	0	14	\$404.00
13	Prepare Construction Safety Plan (CSP)	0	1	0	2	2	2	0	0	12	2	21	\$642.00	
	Prepare Construction Safety & Phasing Plan (CSPP)	0	1	0	1	2	8	0	0	4	2	18	\$536.00	
15	Prepare preliminary electrical plans, details and sections	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
16	Prepare preliminary bidding contract documents and specifications	0	4	4	11	8	2	0	0	4	8	41	\$1,546.00	
	Prepare preliminary engineer's opinion of probable construction cost	0	1	0	2	4	4	0	0	0	0	0	11	\$370.00
18	In-house QA/QC	0	4	2	2	1	1	0	0	0	0	0	10	\$508.00
19	Prepare Preliminary Design Report	0	1	0	4	10	8	0	0	0	0	23	\$742.00	
	Submit Design Report, Plans and Contract Documents	0	0	0	1	0	0	0	0	0	0	1	2	\$64.00
21	Incorporate comments	0	1	0	2	1	0	0	0	0	0	1	5	\$196.00
	Finalize construction plans, details & sections	0	1	0	4	1	1	0	0	0	0	1	18	\$578.00
23	Finalize bidding documents	0	2	1	4	2	0	0	0	4	4	17	\$619.00	

# ATTACHMENT 2

**PROJECT TITLE:** General Aviation Apron Expansion and Taxilane Project  
**CLIENT:** City of Deer Park  
**JOB NUMBER:** AIP 3-53-0022-023-2017  
**DATE:** 1/11/2017

**J-E-B ENGINEERS FEE ESTIMATE**

TASK NO	PROJECT TASK	Principal	Proj. Mgr.	Sr. Engr	PE/ Desnr	Design Engr.	EIT	Survey PLS	2-Person Survey Crew	Cadd Oper.	Cler.	Trips	TOTAL HRS	TASK DIRECT COSTS
24	Final quantity calcs & Engineer's Opinion of Probable Construction Cost	0	1	0	4	6	4	0	0	0	0	0	15	\$510.00
25	In-house QA/QC	0	2	2	1	0	0	0	0	0	0	0	5	\$288.00
26	Submit final documents for review	0	0	1	0	2	0	0	0	0	0	4	7	\$231.00
27	Federal Disadvantaged Business Enterprise requirements (DBE) Analyze opportunities for DBE participation during construction	0	0	0	8	2	0	0	0	0	0	0	10	\$368.00
	Coordinate DBE conference call	0	0	0	6	1	0	0	0	0	0	0	7	\$260.00
	Assist in preparing 3 year goal	0	0	0	6	1	0	0	0	0	0	0	7	\$260.00
	Coordinate DBE Goat advertisements	0	0	0	6	0	0	0	0	0	0	0	6	\$228.00
	Confirm sponsor's DBE program plan is approved by Civil Rights	0	1	0	10	0	0	0	0	0	0	0	11	\$442.00
28	Revise final plans & documents. Provide	0	1	0	2	0	4	0	0	2	4	4	13	\$402.00
29-20	sets	0	1	0	2	0	4	0	0	2	4	4	13	\$402.00
<b>LABOR:</b>														
	Labor Subtotal	3	38	17	153	122	70	7	12	154	47	5	623	\$21,683.00
	Direct Overhead													\$42,542.05
	Fixed Fee													\$9,633.76
	Total Labor + Overhead + Fixed Fee													\$73,858.80
<b>EXPENSES:</b>														
	Air Travel	Cost Per Unit	Air Trips	Ground Trips	Days	Trip Miles	Markup							\$0.00
	Mileage	\$600.00	0	5	45		1.0							\$120.38
	Per Diem	\$46.00			0		1.0							\$0.00
	Lodging	\$83.00			0		1.0							\$0.00
	GPS Survey Unit	\$20.38		2			1.0							\$40.76
	Printing	\$750.00					1.0							\$750.00
<b>SUBCONSULTANTS:</b>														
1	Electrical					\$1,500	1.0							\$1,500.00
2	Geotechnical					\$6,150	1.0							\$6,150.00
3						\$0	1.0							\$0.00
	Subtotal - Labor + Overhead + Fixed Fee													\$73,858.80
	Subtotal - Expenses													\$911.14
	Subtotal - Subconsultants													\$7,650.00
	Total - 1.01.A Preliminary and Final Design													\$82,420.00

**ATTACHMENT 2**

**PROJECT TITLE:** General Aviation Apron Expansion and Taxiway Project  
**CLIENT:** City of Deer Park  
**JOB NUMBER:** AIP 3-53-0022-023  
**DATE:** 1/11/2017

**J-L-B ENGINEERS FEE ESTIMATE**

2-

TASK NO	PROJECT TASK	Principal	Proj. Mgr.	Sr. Engr	PE/ Desnr	Design Engr.	EIT Observ.	Survey PLS	Person Survey Crew	Cadd Oper.	Cler.	Trips	TOTAL HRS	TASK DIRECT COSTS
1	Bid advertisement	0	1	0	1	0	0	0	0	0	0	2	4	\$152.00
2	Assist with bidder questions	0	1	0	8	12	0	0	0	0	0	0	21	\$750.00
3	Prepare addenda as necessary	0	1	0	4	1	0	0	0	0	4	4	10	\$350.00
4	Pre-bid conference coordination	0	4	0	4	1	0	0	0	0	1	1	10	\$458.00
5	Assist with bid opening	0	0	0	3	0	0	0	0	0	0	0	1	\$114.00
6	Prepare bid tabulation	0	0	0	2	4	0	0	0	0	4	4	10	\$308.00
7	Assist with Notice of Award and contract execution	1	1	0	4	0	0	0	0	0	2	2	8	\$331.00
8	Coordination with FAA and Client during award process	0	1	0	4	1	0	0	0	0	0	1	7	\$272.00
9	Pre-construction conference	0	4	0	4	0	4	0	0	0	0	0	12	\$504.00
10	Submittal review	0	1	0	4	8	2	0	0	0	1	1	16	\$548.00
11	Attend weekly construction meetings	1	22	0	20	10	0	0	0	0	0	5	53	\$2,509.00
12	Prepare & submit daily and weekly field observation reports	0	0	0	10	5	10	0	0	0	0	0	25	\$800.00
13	Field observation	0	0	0	0	0	320	0	0	0	0	0	320	\$8,320.00
14	Assist with reports	0	2	0	10	0	12	0	0	0	0	0	24	\$816.00
15	Quality Assurance Testing (Strata)	0	0	0	8	0	0	0	0	0	0	0	8	\$304.00
16	QC/QA workshop	0	0	3	0	0	3	0	0	0	1	1	7	\$293.00
17	QA staking checks	0	0	0	0	0	0	0	24	0	0	0	24	\$1,320.00
18	Review contractor payroll certifications	0	0	0	12	0	20	0	0	0	15	15	47	\$1,366.00
19	Prepare change orders as required	0	3	0	10	10	4	0	0	0	10	10	37	\$1,250.00
20	Substantial completions completion walk thru	0	2	0	2	0	0	0	0	0	1	1	5	\$226.00
21	Punch list walk through	0	2	0	2	0	0	0	0	0	0	0	4	\$200.00
22	Prepare record drawings	0	0	0	2	4	0	0	0	8	0	0	14	\$428.00
23	Prepare final engineer's project report	0	1	0	4	0	16	0	0	0	0	0	21	\$630.00
24	Update airport layout plan	0	1	0	2	4	0	0	0	4	0	0	11	\$378.00
25	Project closeout	0	3	0	5	14	0	0	0	0	4	4	26	\$928.00
26	Attend up to three (3) meetings with Airport Management staff	0	3	0	9	6	0	0	0	0	0	0	18	\$720.00
27	Assist with preparation & processing of RFRs	0	2	0	4	8	0	0	0	0	12	12	26	\$844.00



**CITY OF DEER PARK**  
**CLAIMS CERTIFICATION AND APPROVAL**

**Auditing Officer's Certification**

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the Claim is a just, due and unpaid obligation against the *City of Deer Park*, and that I am authorized to authenticate and certify said Claims Checks numbered **35469 through 35502 including EFT Debits in the amount of \$112,463.23.**

\_\_\_\_\_  
City Clerk/Treasurer

**Council Approval**

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Claims Checks numbered **35469 through 35502 including EFT Debits in the amount of \$112,463.23 this 18<sup>th</sup> day of January 2017.**

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## Dec Open Period 2016

Number	Vendor Name	Account Description	Amount
35469	American Linen	City Hall Restroom Supplies	\$363.37
		Mat Changes	\$182.85
		Check Total:	\$546.22
35470	Anatek Labs	Water Testing	\$300.00
35471	Applied Solutions, LLC	R & M Scada System	\$339.50
35472	Avista Utilities	Avista Lower Lvl City Hall	\$19.08
		Dec 2016 Electric Utilities	\$20,854.49
		Check Total:	\$20,873.57
35473	Centurylink	Dec 2016 Phone Fax Charges	\$1,622.59
35474	City of Deer Park	Water Bills Dec 2016	\$937.33
35475	City of Deer Park	Replenish Petty Cash	\$13.62
		Communications	\$51.64
		Misc Deposits Refunded	\$10.00
		Misc Refundable Deposits	\$1.05
		Miscellaneous Refundable Deposits	\$0.92
		Professional Services	\$10.00
		Repair & Maintenance	\$10.99
		Supplies	\$5.29
		Travel/training	\$3.50
		Check Total:	\$107.01
35476	City of Deer Park	12% Utility Tax to Gen/Street Funds	\$14,305.76
35477	City of Deer Park	Dec 2016 Fuel Surcharge	\$59.90
35478	City Service Valcon, LLC	City Equipment	\$3,114.39
		Airport Equipment	\$1,075.47
		Check Total:	\$4,189.86
35479	Consolidated Electrical Distributors Inc.	Shop Lts	\$2,238.76
35480	Deer Park Ace Hardware	Dec 2016 Hardware Charges	\$7.06
		Supplies	\$234.20
		Tools & Equipment	\$62.64
		Check Total:	\$303.90
35481	Deer Park Air Center	Vac Truck Storage	\$275.00
35482	Deer Park Chamber of Commerce	Deer Park Chamber Assistance	\$700.00
35483	Economic Development NW	Economic Develp Contract	\$1,275.00
35484	Fastenal	Supplies	\$360.78
35485	Greenleaf Landscaping, Inc.	Pond Algae Control Nov 2016	\$3,783.50
35486	Hartill's Mountain Saw & Tractor	Chainsaw Repair	\$39.24

35487	Inland Power And Light	Electric Utilities	\$2,006.93
35488	Jub Engineers, Inc.	N. Dalton Well	\$3,178.59
		Prof Svc/gma Comp Plan	\$3,121.76
		Professional Services	\$1,216.99
		W. Crawford Preservation Design	\$459.87
		WW Comprehensive Plan Update	\$2,516.18
		WW Storage Lagoon Liner Replacement	\$19,068.74
		Check Total:	\$29,562.13
35489	Napa Auto Parts	Supplies	\$153.13
35490	National Barricade	Street Signs	\$285.07
35491	Schultz's Aviation, LLC	Full Service Fuel Surcharge	\$59.90
35492	Spokane County District Court	Judicial Services	\$962.62
35493	Spokane County Public Defender	Cases Handled (39)	\$9,784.80
35494	Spokane County Treasurer	Election Costs	\$3,432.79
35495	Spokane County Treasurer	Liquor Profits/Taxes	\$266.72
35496	Spokane County Treasurers/Office of Pretrial Services	Public Defender	\$1,413.22
35497	Spokesman-Review	Ads And Legals	\$455.76
		N. Dalton Well	\$741.54
		Check Total:	\$1,197.30
35498	Sunbelt Rentals, Inc	Supplies	\$40.45
35499	Tribune	Ads And Legals	\$18.00
35500	Verizon Wireless	Dec 2016 Cell Phone Charges	\$260.05
35501	Washington Trust Bank	Communications	\$13.15
		Professional Services	\$105.13
		Supplies	\$286.20
		Tools & Equipment	\$318.86
		Check Total:	\$723.34
35502	Western Tire Chain	Tire Chain Set	\$433.52
EFT DEBIT COMBINED EXCISE TX DEC 2016	State of Washington	Excise Tax Remittance	\$3,853.16
		Fuel Sales Tax	\$575.28
		Check Total:	\$4,428.44
EFT Debit Dec'16 Acct Analysis	Washington Trust Bank	Professional Services	\$95.38
EFT DEBIT LEASEHOLD TAXES 4TH QTR 2016	State of Washington/Dept of Revenue	Leasehold Tax	\$5,081.52

**Grand Total**

**\$112,463.23**

**Total Accounts Payable for Checks #35469 Through #35502 EFT DEBIT LEASEHOLD TAXES 4TH QTR 2016**

**CITY OF DEER PARK**  
**CLAIMS CERTIFICATION AND APPROVAL**

**Auditing Officer's Certification**

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the Claim is a just, due and unpaid obligation against the *City of Deer Park*, and that I am authorized to authenticate and certify said Claims Checks numbered **35451 through 35468 in the amount of \$372,958.30.**

\_\_\_\_\_  
City Clerk/Treasurer

**Council Approval**

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Claims Checks numbered **35451 through 35468 in the amount of \$372,958.30 this 18<sup>th</sup> day of January 2017.**

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# Vouchers 1st half Jan 2017

Number	Vendor Name	Account Description	Amount
35451	Accurate Garage Door	Shop Door Repair	\$401.05
35452	AWC	2017 Awc Service Fees	\$2,034.00
35453	AWC RMSA	2017 Awc Risk Management Insurance	\$42,500.05
		Insurance	\$72,364.95
		Check Total:	\$114,865.00
35454	City of Deer Park	2017 Airport AG Use Fee	\$4,800.00
35455	Department of Ecology/Cashiering Section	State Loan Interest L9500023	\$4,284.49
		State Loan Principle L9500023	\$226,924.46
		Check Total:	\$231,208.95
35456	Evergreen Rural Water	2017 Dues/memberships	\$700.00
35457	Inland Empire Utility	2017 Dues/memberships	\$491.00
35458	Napa Auto Parts	Supplies	\$293.07
35459	Northwest Insurance Group	2017 Airport Insurance policy Renewel	\$4,855.00
35460	Office Depot	2017 Office	\$276.27
		Supplies	\$134.73
		Check Total:	\$411.00
35461	Sensus USA	2017 Support	\$2,046.49
35462	Spokane Regional Transportation Council	2017 Dues/memberships	\$801.00
35463	Titan Truck Equipment	Cutting Edge Kit - Airport	\$479.96
35464	Vision Municipal Solutions LLC	City Hall Software Support 2017	\$7,394.55
35465	WA Municipal Treasurers Assoc.	2017 Dues/memberships	\$40.00
35466	Western Equipment Dist	Lynx Level 1 Class - Golf Course	\$1,300.00
35467	Western States Equipment	Grader Air Brake Hose Repair	\$787.23
35468	WFOA	2017 Dues/memberships	\$50.00
	<b>Grand Total</b>		<b>\$372,958.30</b>
	<b>Total Accounts Payable for Checks #35451 Through #35468</b>		



## **Memorandum**

To: Mayor and City Council

From: Roger Krieger

Date: January 5, 2017

Re: Short Plat request #2016-2 & 2016-3

The Planning Commission during their regular meeting on December 12, 2016, conducted a public hearing on the above referenced request.

The Commission by a vote of the members in attendance approved the request as submitted, adopted the findings of fact and recommend approval of the Council.

Staff has reviewed the final plat submitted and checked for required lot staking for the new parcels. Attached are copies of the plat and associated documentation.

**STAFF REPORT**

TO: Deer Park Planning Commission                      PREPARED BY: Roger Krieger  
RE: Habitat for Humanity Short Plat 2016-2            DATED: November 8, 2016  
2016-3  
TYPE: Subdivision Approval                              LOCATION: 304/306 and 310/314 E I Street

**GENERAL INFORMATION**

Applicant:    Habitat for Humanity - Spokane  
723 N. Napa, Spokane, WA.

Status of Applicant:    Owner

Requested Action/Purpose:    (1) Approval of Short Plat 2016-2, a Replat of Spokane County Tax parcel 28112.0601, (2) Approval of Short Plat 2016-3, a Replat of Spokane County Tax parcel 28112.0602.

Size:    Lot areas 6,183 to 7,316 square feet.

Physical Characteristics:    Land slopes slightly from North to South, with future residential development so the South and lands owned for Church expansion to the North.

Development Characteristics:    Zero lot line developed homes for Single family dwellings currently located on the lots.

Transportation:    Vehicle access to the parcels will be from East I Street.

Parking:    The parking areas for each parcel are provided pursuant to use of lots as residential.

Existing Zoning:    Residential 3A.

Surrounding Use/Zoning:

North:	Developed land – zoned R3A.
West:	Developed land - zoned CD.
South:	Undeveloped land – zoned R3A.
East:	Developed land – zoned R2A and MF.

Comprehensive Plan Designations: Mixed Use – Single and Two Family Residential

**ANALYSIS**

Creation of two residential “zero lot line” lots is in compliance with the zoning and subdivision ordinance of the City. Parcel size and limitations within the R3A zone require lot sizes of a minimum 6,000 square feet with two off street parking spaces per lot. Original submittals from the applicant along with review comments and response and/or changes to the plat have been completed.

No increase in traffic movement within the area will be observed with this request as the original platting of the lot accounted for this style for final plat development. City ordinance requires payment of Traffic Mitigation fees at time of final plat submittal and were collected based on the final divisions of parcels under these applications.

In regards to water and wastewater service to the parcels created, individual services to each final parcel were provided during construction of the subdivision

Notice of public hearing on the matter were mailed to adjacent parcel owners, a sign was installed identifying the land use action and notification in the newspaper of record was completed prior to stated deadlines for notification to the public. In addition, comments were solicited from Fire District #4, Avista Utilities, Qwest, Inland Power and the cable TV system. To date, no comments, either verbal or written in opposition to the request have been received.

**RECOMMENDATION**

Development of Findings of Facts and conditions in support of the request, Commission approval and recommendation to the City Council for adoption.

**ATTACHMENTS**

1. Habitat for Humanity Short Subdivision application 2016-2 through 2016-3.
2. Short Plat Preliminary drawings.

**CITY OF DEER PARK  
DEER PARK MUNICIPAL CODE CHAPTER 17.24**

**APPLICATION FOR  
PRELIMINARY SHORT SUBDIVISION**

Date Received: 11/10/16 File Number: SP 2016-2  
Date Accepted: 11/14/16 By: RLC  
Total Fees: 300 00 Receipt Number: 21041

**A. GENERAL INFORMATION**

Name of Applicant: Whipple Consulting Engineers  
Mailing Address: 2528 N. Sullivan Road, Spokane Valley, WA 99216  
Phone: 509-893-2617 Fax: 509-926-0227

**If the applicant is not the property owner, include written authorization from the owner for the applicant to serve as the owner's representative.**

Name of Legal Owner: Habitat for Humanity  
Mailing Address: 1805 E. Trent  
Phone: 509-534-2552 Fax: 509-534-3832

Site Area of Proposed Project (Acres or ~~Square Feet~~ <sup>3067.16</sup> Square Feet <sup>61034</sup>)

Street Address of Proposed Project: ~~E 3rd + 3rd~~ I Street

Comprehensive Plan Designation: Mixed Use-Single and Two Family Residential

Existing Zoning: 3A

Proposed Zoning: None

Existing Use of Property: Single Family \_\_\_; Manufactured Home \_\_\_;  
Duplex X; Multifamily \_\_\_; Commercial \_\_\_; Industrial \_\_\_;  
Other (Describe) \_\_\_\_\_

Proposed Use of Property: Single Family \_\_\_; Manufactured Home \_\_\_;  
Duplex X; Multifamily \_\_\_; Commercial \_\_\_; Industrial \_\_\_;  
Other (Describe) \_\_\_\_\_

List Previous City Actions Involving This Property: HOPE MEADOWS PHASE 1  
Long Plat

**B. LEGAL INFORMATION**

Location of Proposed Project: "I" Street and Margaret Street

Section: 11 Township: 28 North Range: 42 East

Name of Public Street(s) Providing Access: "I" Street

Width of Property Fronting on Public Street(s): 46'

Legal Description (attach legal description stamped by Licensed Surveyor and include legal description for entire area to be subdivided on the preliminary short plat): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you do not hold title to the property, what is your interest in it? NA \_\_\_\_\_

Explain why you feel the proposed project is warranted: To give individual ownership  
To each tenant of the existing duplex \_\_\_\_\_

What impact will the proposed subdivision have on adjacent properties? None \_\_\_\_\_

What measures do you propose to mitigate the project's impacts on surrounding land uses?  
None \_\_\_\_\_

### C. PRELIMINARY SHORT PLAT GENERAL INFORMATION

Number of Lots: 2 \_\_\_\_\_ Gross Area: <sup>0.103</sup>~~7,416~~ S.F. \_\_\_\_\_  
Average Lot Size: ~~3,658~~ S.F. 3,309 Net Density\*: 1-.084 Acre \_\_\_\_\_  
Smallest Lot Size: ~~2,874~~ S.F. 2,674 Minimum Frontage: 33' \_\_\_\_\_

\* Net Density is lots per acre excluding public street area.

Proposed Source of Water: Public System ; Private System \_\_\_\_\_;

Other (Describe) \_\_\_\_\_

Proposed Means of Sewage Disposal: Public System ; Septic Tank and Drainfield  
\_\_\_\_\_; Other (Describe) \_\_\_\_\_

Utility Companies Providing Service to This Project:

Electricity: AVISTA Utility \_\_\_\_\_ Phone: Century Link \_\_\_\_\_

Natural Gas: AVISTA Utility \_\_\_\_\_ Other: \_\_\_\_\_

Do you (or the legal owner) have any plans for future additions, expansions, or other  
further activity related to this proposal? Yes \_\_\_\_\_; No ; If "Yes", Explain: \_\_\_\_\_

### D. PRELIMINARY SHORT PLAT IMPROVEMENT INFORMATION

Proposed Street Improvements: NA

	Area (Sq. Ft.)	Right-of-Way Width (Feet)	Roadway Width (Feet)
Private Driveway	_____	_____	_____
Private Street	_____	_____	_____
Public Street	_____	_____	_____

Describe Type of Surface for Each of the Above: \_\_\_\_\_

Estimated Time Period Expected for Complete Development of the Subdivision: \_\_\_\_\_

3 Weeks

Is phasing of the finalization of the short plat proposed? Yes: \_\_\_\_\_; No: . If "Yes",  
show phasing on the preliminary short plat map.

Is dedication of land for public use contemplated (parks, etc.)? Yes: \_\_\_\_\_; No: .

If "Yes", describe: \_\_\_\_\_





**FINDINGS OF FACT, CONCLUSIONS  
OF LAW, AND DETERMINATION**

**CITY OF DEER PARK  
PRELIMINARY SHORT PLAT APPLICATION NO. SP 2016-2**

In regards to the findings requirements of Chapter 17.24 of the Deer Park Municipal Code, the Infrastructure Concurrency management regulations of Chapter 17.28 of the Deer Park Municipal Code, and the consistency determinations required in Chapter 19.04 of the Deer Park Municipal Code, the Planning Commission of the City of Deer Park hereby finds and concludes the following with respect to Preliminary Short Plat Application No. SP 2016-2.

1. Application SP 2016-2 was submitted on November 10, 2016, for subdivision of Lot 1, Block 2, Hope Meadows Addition, in Section 2, Township 28N, Range 42E, W.M., in Spokane County, Washington.
2. The proposed development is in conformance with the adopted Comprehensive Plan and is identified as Single and Two Family Residential land use. The proposed preliminary plat and uses of the property are in compliance with the land use designation, policies and densities in the comprehensive plan.
3. The proposed development is in conformance with the City's adopted Zoning Regulations in terms of density and intensity, and other pertinent zoning requirements in that the proposed lot sizes of the application exceed the minimum lot sizes required within the R3A zoning of the area. Required frontage for each parcel and area are greater than required minimum of 3,000 square feet for the zoning classification.
4. The proposed development is in conformance with the City's adopted Subdivision regulations in terms of lot and street design, provisions for streets, water, wastewater, drainage and other public or private infrastructure systems.
5. The subdivision proposal is generally consistent with RCW 58.17, promoting the public health, safety and general welfare in accordance with standards established by the state and the City of Deer Park. The City has considered the provision of adequate public facilities as cited in RCW 58.17.110(2). More specifically:
  - a. Public rights-of-way
  - b. Potable water
  - c. Sanitary wastewater disposal
  - d. Storm water drainage
  - e. Parks and recreation facilities
  - f. Play grounds
  - g. Schools and playgrounds
  - h. Pedestrian walkways and sidewalks
6. Recognizing the conditions required herein and the City of Deer Park development standards, appropriate provisions have been made to ensure the health, safety and

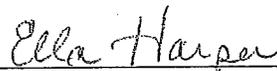
general welfare, and therefore, the public use and interest will be served by the proposed short plat.

Based upon the aforementioned findings and conclusions, the Planning Commission of the City of Deer Park does hereby determine the following:

**Approval Option**

Short Plat Application Number SP 2016-2 is hereby **approved**. This decision is final unless appealed in writing, consistent with adopted appeal procedures.

Adopted this 12<sup>th</sup> day of December, 2016.

  
\_\_\_\_\_  
Planning Commission Chair Person

ATTEST:

  
\_\_\_\_\_  
Planning Director

**CITY OF DEER PARK  
DEER PARK MUNICIPAL CODE CHAPTER 17.24**

**APPLICATION FOR  
PRELIMINARY SHORT SUBDIVISION**

Date Received: 11/10/16 File Number: SP 2016-3  
Date Accepted: 11/14/16 By: PK  
Total Fees: 300.00 Receipt Number: 21042

**A. GENERAL INFORMATION**

Name of Applicant: Whipple Consulting Engineers  
Mailing Address: 2528 N. Sullivan Road, Spokane Valley, WA 99216 \_\_\_\_\_  
Phone: 509-893-2617 \_\_\_\_\_ Fax: 509-926-0227 \_\_\_\_\_

**If the applicant is not the property owner, include written authorization from the owner for the applicant to serve as the owner's representative.**

Name of Legal Owner: Habitat for Humanity \_\_\_\_\_  
Mailing Address: 1805 E. Trent \_\_\_\_\_  
Phone: 509-534-2552 \_\_\_\_\_ Fax: 509-534-3832 \_\_\_\_\_

Site Area of Proposed Project (Acres or Square Feet): 7,316 Square Feet \_\_\_\_\_

Street Address of Proposed Project: E.3~~10~~ & E.3~~14~~ "T" Street \_\_\_\_\_

Comprehensive Plan Designation: Mixed Use-Single and Two Family Residential \_\_\_\_\_

Existing Zoning: 3A \_\_\_\_\_

Proposed Zoning: None \_\_\_\_\_

Existing Use of Property: Single Family \_\_\_\_\_; Manufactured Home \_\_\_\_\_;

Duplex X; Multifamily \_\_\_\_\_; Commercial \_\_\_\_\_; Industrial \_\_\_\_\_;

Other (Describe) \_\_\_\_\_

Proposed Use of Property: Single Family \_\_\_\_\_; Manufactured Home \_\_\_\_\_;

Duplex X; Multifamily \_\_\_\_\_; Commercial \_\_\_\_\_; Industrial \_\_\_\_\_;

Other (Describe) \_\_\_\_\_

List Previous City Actions Involving This Property: HOPE MEADOWS PHASE 1  
Long Plat

**B. LEGAL INFORMATION**

Location of Proposed Project: "T" Street and Margaret Street \_\_\_\_\_

Section: 11 \_\_\_\_\_ Township: 28 North \_\_\_\_\_ Range: 42 East \_\_\_\_\_

Name of Public Street(s) Providing Access: "T" Street \_\_\_\_\_

Width of Property Fronting on Public Street(s): 46' \_\_\_\_\_

Legal Description (attach legal description stamped by Licensed Surveyor and include legal description for entire area to be subdivided on the preliminary short plat): \_\_\_\_\_

\_\_\_\_\_

If you do not hold title to the property, what is your interest in it? NA \_\_\_\_\_

Explain why you feel the proposed project is warranted: To give individual ownership To each tenant of the existing duplex

What impact will the proposed subdivision have on adjacent properties? None

What measures do you propose to mitigate the project's impacts on surrounding land uses? None

**C. PRELIMINARY SHORT PLAT GENERAL INFORMATION**

Number of Lots: 2 \_\_\_\_\_ Gross Area: <sup>7,316</sup>~~6,183~~ S.F. \_\_\_\_\_  
Average Lot Size: ~~3,091~~ S.F. 4442 Net Density\*: 1-.071 Acre \_\_\_\_\_  
Smallest Lot Size: 2,874 S.F. 2674 Minimum Frontage: 33' \_\_\_\_\_

\* Net Density is lots per acre excluding public street area.

Proposed Source of Water: Public System X; Private System \_\_\_\_\_;

Other (Describe) \_\_\_\_\_

Proposed Means of Sewage Disposal: Public System X; Septic Tank and Drainfield \_\_\_\_\_; Other (Describe) \_\_\_\_\_

Utility Companies Providing Service to This Project:

Electricity: AVISTA Utility \_\_\_\_\_ Phone: Century Link \_\_\_\_\_

Natural Gas: AVISTA Utility \_\_\_\_\_ Other: \_\_\_\_\_

Do you (or the legal owner) have any plans for future additions, expansions, or other further activity related to this proposal? Yes \_\_\_\_\_; No X; If "Yes", Explain: \_\_\_\_\_

**D. PRELIMINARY SHORT PLAT IMPROVEMENT INFORMATION**

Proposed Street Improvements:

	Area (Sq. Ft.)	Right-of-Way Width (Feet)	Roadway Width (Feet)
Private Driveway	_____	_____	_____
Private Street	_____	_____	_____
Public Street	_____	_____	_____

Describe Type of Surface for Each of the Above: \_\_\_\_\_

Estimated Time Period Expected for Complete Development of the Subdivision: \_\_\_\_\_  
3 Weeks

Is phasing of the finalization of the short plat proposed? Yes: \_\_\_\_\_; No: X. If "Yes", show phasing on the preliminary short plat map.

Is dedication of land for public use contemplated (parks, etc.)? Yes: \_\_\_\_\_; No: X.

If "Yes", describe: \_\_\_\_\_

**E. SURVEYOR VERIFICATION**

I, the undersigned, a Licensed Land Surveyor, have completed the information requested. The legal description and preliminary plat have been prepared by me, or under my supervision, in accordance with the requirements of the City of Deer Park Zoning and Subdivision regulations and the laws of the State of Washington.

Signature: [Signature] Date: 10-31-16

Name (Print): Jon A. Gordon

Address: 2528 N. Sullivan Road, Spokane Valley, WA 99216

Phone: 509-893-2617 Registration No.: LS 43610

**F. APPLICANT/PROPERTY OWNER AUTHORIZATION**

I, the undersigned, swear or affirm, under penalty of perjury, that the above responses are made truthfully and to the best of my knowledge. I further swear or affirm that I am the owner of record of the area proposed for the short subdivision identified herein or, if not the owner, attached herewith is written permission from the owner authorizing my actions on his/her behalf.

Signature: [Signature] Date: 11/8/2014

Name (Print): Kathryn R Solomon

Address: 1805 E. Trent Avenue, Spokane, WA

Phone: 509-534-2552

State of Washington )

SS

County of Spokane )

Signed and sworn or affirmed before me on this 8<sup>th</sup> day of November, 2014, by Kathryn R Solomon

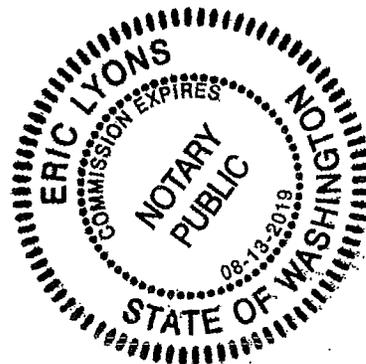
Notary Seal

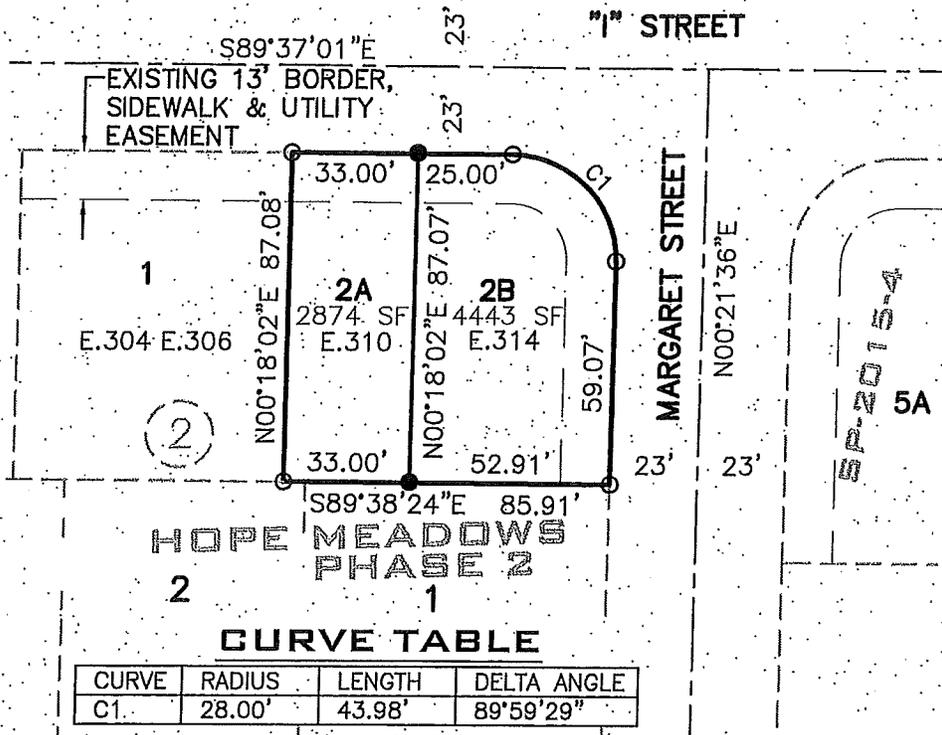
[Signature]

Notary Public in and for the State of Washington

Residing at: SPOKANE WASH

My Appointment Expires: 8-13-2019





HOPE MEADOWS PHASE 2

**CURVE TABLE**

CURVE	RADIUS	LENGTH	DELTA ANGLE
C1	28.00'	43.98'	89°59'29"

**LEGEND**

- SET #4 REBAR & PLASTIC CAP, OR NAIL WITH WASHER, MARKED "WCE LS 43610"
- FOUND #4 REBAR & PLASTIC CAP, OR NAIL WITH WASHER, MARKED "WCE LS 43610"
- SF SQUARE FEET

**SURVEYOR'S CERTIFICATE**

I, JON A. GORDON, CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF WASHINGTON; THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AND THE DEER PARK SUBDIVISION ORDINANCE;

JON A GORDON, P.L.S. CERTIFICATE NO. 43610

DATE 12/22/16

SP 2016-3

TREASURER  
**SPOKANE COUN**  
 I, TREASURER OF SPOKANE  
 ALL TAXES WHICH HAVE I  
 LAND SHOWN WITHIN THIS  
 DATE HAVE BEEN FULLY I  
 DATED THIS \_\_\_ DAY OF  
 TREASURER

**NOTES**  
 1) DATE OF SURVEY JUN  
**RECORD DOCUM**  
 (R1) FINAL PLAT OF HOPE  
 AS RECORDED IN BOOK 36

**BASIS OF BEARI**  
 N00°18'02"E LOCATED ALOI  
 ON THE FINAL PLAT OF HC  
 36 OF PLATS. PAGE 49 W,  
 PLAT.

**EQUIPMENT & PR**  
 THIS SURVEY WAS PERFORM  
 AND A 5-SECOND TOPCON  
 FIELD TRAVERSE PROCEDUR  
 WAC 332-130-090, WAC 3

9-1265	CIVIL
	STRUCTURAL
13-16	<input checked="" type="checkbox"/> SURVEYING
	TRAFFIC
	PLANNING
	LANDSCAPE
	OTHER

**WCE**  
 WHIPPLE CONSULTING ENGINEERS  
 2528 N. SULLIVAN ROAD  
 SPOKANE VALLEY, WASHINGTON 99216  
 PH: 509-893-2617 FAX: 509-926-0227

**HOPE MEADOWS**  
**SP-201**  
**DEER PARK, SPOKANE COU**

**FINDINGS OF FACT, CONCLUSIONS  
OF LAW, AND DETERMINATION**

**CITY OF DEER PARK  
PRELIMINARY SHORT PLAT APPLICATION NO. SP 2016-3**

In regards to the findings requirements of Chapter 17.24 of the Deer Park Municipal Code, the Infrastructure Concurrency management regulations of Chapter 17.28 of the Deer Park Municipal Code, and the consistency determinations required in Chapter 19.04 of the Deer Park Municipal Code, the Planning Commission of the City of Deer Park hereby finds and concludes the following with respect to Preliminary Short Plat Application No. SP 2016-3.

1. Application SP 2016-3 was submitted on November 10, 2016, for subdivision of Lot 1, Block 2, Hope Meadows Addition, in Section 2, Township 28N, Range 42E, W.M., in Spokane County, Washington.
2. The proposed development is in conformance with the adopted Comprehensive Plan and is identified as Single and Two Family Residential land use. The proposed preliminary plat and uses of the property are in compliance with the land use designation, policies and densities in the comprehensive plan.
3. The proposed development is in conformance with the City's adopted Zoning Regulations in terms of density and intensity, and other pertinent zoning requirements in that the proposed lot sizes of the application exceed the minimum lot sizes required within the R3A zoning of the area. Required frontage for each parcel and area are greater than required minimum of 3,000 square feet for the zoning classification.
4. The proposed development is in conformance with the City's adopted Subdivision regulations in terms of lot and street design, provisions for streets, water, wastewater, drainage and other public or private infrastructure systems.
5. The subdivision proposal is generally consistent with RCW 58.17, promoting the public health, safety and general welfare in accordance with standards established by the state and the City of Deer Park. The City has considered the provision of adequate public facilities as cited in RCW 58.17.110(2). More specifically:
  - a. Public rights-of-way
  - b. Potable water
  - c. Sanitary wastewater disposal
  - d. Storm water drainage
  - e. Parks and recreation facilities
  - f. Play grounds
  - g. Schools and playgrounds
  - h. Pedestrian walkways and sidewalks
6. Recognizing the conditions required herein and the City of Deer Park development standards, appropriate provisions have been made to ensure the health, safety and

general welfare, and therefore, the public use and interest will be served by the proposed short plat.

Based upon the aforementioned findings and conclusions, the Planning Commission of the City of Deer Park does hereby determine the following:

**Approval Option**

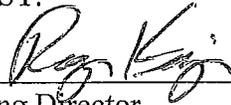
Short Plat Application Number SP 2016-3 is hereby **approved**. This decision is final unless appealed in writing, consistent with adopted appeal procedures.

Adopted this 12<sup>th</sup> day of December, 2016.



\_\_\_\_\_  
Planning Commission Chair Person

ATTEST:

  
\_\_\_\_\_  
Planning Director

