

**City of Deer Park  
City Council Agenda  
April 04, 2018  
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 Tim Verzal  
Councilmember's: Dee Cragun, Mary Babb, Richie Schut,  
Don Stevens and Joe Polowski  
Clerk/Treasurer: Deby Cragun
- 2. Invocation**
- 3. Pledge of Allegiance & Welcome**
- 4. Approval of Agenda**
- 5. Approval of March 21, 2018 regular council meeting minutes**
- 6. Public Hearings**
  - A. Six Year Transportation Improvement Program (Resolution 2018-002)
- 7. New Business**
  - A. Special Events Insurance Proposal for Deer Park Settlers Assn.
  - B. Task Order 2018-003 Aviation Apron Expansion Taxilane Project, FAA A.I.P. 3-15-0022-024-218. ~ JUB Engineers, Inc.
  - C. Airport Forest Stewardship Plan Application ~ WA State DNR
- 8. Resolutions**
  - A. Resolution 2018-003 ~ Establishing a Credit Card for Mayor Verzal
  - B. Resolution 2018-004 ~ WSDOT Aviation Division Guaranteeing Grant Match Money Availability
- 9. Ordinances**
  - A.
- 10. Consent Agenda**
  - A. Approval of Voucher Claim Check Nos. 36600 through 36629 in the amount of \$90,048.67 for the Second Half of March 2018.
  - B. Approval of Payroll Check Nos. 12894 through 12923 including 941 Taxes in the amount of \$97,667.49 for the month of February 2018.
- 11. Interested Citizens: Oral Communications, Requests, Comments from Audience**
- 12. Report of Officers**
- 13. Executive Session**
- 14. Adjournment**



**City of Deer Park  
City Council Minutes  
March 21, 2018**

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

**1. ROLL CALL**

Mayor Verzal called roll and the following were:

Present:	Councilmember's: Dee Cragun, Mary Babb, Richie Schut, Don Stevens and Joe Polowski
Staff:	Brian Ramsden
Airport Manager:	Darold Schultz, Schultz's Aviation, L.L.C.
Clerk/Treasurer:	Deby Cragun
Audience:	11

**2. Invocation**

Pastor Dennis Christianson gave the invocation.

**3. Pledge of Allegiance & Welcome**

**4. Approval of Agenda**

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

**5. Approval of March 07, 2018 regular council meeting minutes.**

**IT WAS MOVED BY CRAGUN, SECONDED BY POLOWSKI; MOTION CARRIED (5-0) TO APPROVE THE MARCH 7, 2018 REGULAR COUNCIL MEETING MINUTES AS PRESENTED.**

**6. New Business**

A. Swinyard Park Discussion

The Councilmember's presented their concerns and ideas for both the Playground Equipment and Fence Installation.

Tanja Rampendahl and Jason Upchurch both spoke in favor of the Playground Equipment.

Following discussion,

Mayor Verzal stated since we already have the cost of installing a security fence around Swinyard Park he asked Street Supervisor, Brian Ramsden if he would look into the cost for new playground equipment. Once both costs are obtained Mayor Verzal will bring these costs back to Council for further discussion and approval.

**7. Resolutions**

There were no Resolutions

## 8. Ordinances

There were no Ordinances

## 9. Consent Agenda

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

Councilmember Cragun thanked the Council for pulling Check 36503 from the last meeting so she could do some research regarding the expenditure. She presented her findings and asked if the Council would honor Check 36503.

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

- A. Approval of Voucher Claim Check Nos. 36557 through 36599 in the amount of \$127,282.73 for the First Half of March 2018.
- B. Approval of Check 36503 in the amount of \$1,000.00
- C. Acceptance of Lagoon Liner Replacement Project ~ Contractors Northwest, Inc. (CNI)
- D. Deer Park Municipal Airport Use Agreement ~ WSU Police Department.
- E. Deer Park Municipal Airport Use Agreement ~ Spokane County Sheriff.
- F. Deer Park Municipal Airport Use Agreement ~ WA State Criminal Justice Training Commission.

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

Donna Whitney passed out to the Mayor and Council copies of DPMC Title 6 – Animals and Spokane Municipal Code Title 17C.310 – Animal Keeping. She stated she would like to see Deer Park repeal its Policy on Animals and adopt Spokane's Municipal Code 17C.310 – Animal Keeping. She would like to see an okay on Chickens within City Limits. Donna just touched on the viability of having a Market Garden Program within the City. Mayor Verzal stated he and the Council will look at the information presented.

## 11. Report of Departments

Brian Ramsden stated his crew has been busy sweeping streets, patching potholes and opening bathrooms in the parks. They completed a little sewer job just recently.

Joe Tortorelli stated he has been working on a few things with a Motel being one of them.

Darold Schultz stated there has been an increase in building activity at the airport. The Drag Racing Event has received FAA approval. Darold also stated he had been approached by the local Foresters regarding a DNR 50/50 Grant that has become available for pre-commercial thinning. The cost to the Airport would be \$8,000.00.

## 12. Report of Officers

Nothing to Report

## 13. Executive Session

There was no executive session

#### 14. Adjournment

There being no further business before the Council, Mayor Verzal adjourned the meeting at 8:16 P.M.

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Mayor Tim Verzal

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Deby Cragun, City Clerk/Treasurer



**CITY OF DEER PARK  
RESOLUTION 2018-002**

**A RESOLUTION BY THE CITY COUNCIL FOR THE CITY OF DEER PARK, REPEALING RESOLUTION 2016-004 AND RECREATING A SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM DESIGNATING THE 2019 THROUGH 2024 PROPOSED STREET IMPROVEMENT PROJECTS.**

**WHEREAS**, Washington State statues require the adoption of an annual Comprehensive Street Plan as a part of the Six Year Transportation Improvement Program; and

**WHEREAS**, the City Council for the City of Deer Park held a public hearing on the proposed Street Plan at their regular meeting on April 4, 2018; and

**WHEREAS**, there was a resolution created by number 2016-004 that is to be repealed and replaced by resolution 2018-002;

**NOW THEREFORE** the City Council for the City of Deer Park, Spokane County, Washington, hereby resolves as follows:

**Section 1.** Resolution 2016-004 is repealed and replaced by Resolution 2018-002.

**Section 2.** The City of Deer Park Streets are prioritized for the years 2019-2024 Six Year Transportation Improvement Program as follows:

- |     |                  |                                     |
|-----|------------------|-------------------------------------|
| 1.  | Colville Avenue  | E. Crawford to N. City Limits       |
| 2.  | Fir Avenue       | W. Crawford to H Street             |
| 3.  | Airport Avenue   | E. Crawford to Sixth Street         |
| 4.  | Colville Avenue  | I Street to S. City Limits          |
| 5.  | S. Weber Avenue  | E. Crawford to S. City Limits       |
| 6.  | W. Fourth Street | North Avenue to Main Street         |
| 7.  | North Avenue     | W. Fourth Street to N. City Limits  |
| 8.  | W. D Street      | Main Street to S. Fir Avenue        |
| 9.  | Northwest Avenue | W. Fourth Street to W. City Limits  |
| 10. | E. Sixth Street  | N. Colville to N. Reiper            |
| 11. | N. Forest Avenue | E. Second Street to E. Sixth Street |

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DEER PARK, WASHINGTON  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018.

ATTEST:

\_\_\_\_\_  
Timothy Verzal, Mayor

\_\_\_\_\_  
Debra Cragun, City Clerk/Treasurer



INSURANCE PROPOSAL FOR:  
**Tri-County Settler Assn dba: Deer Park Settlers Assn**

March 26, 2018



Prepared for:

**Deby Cragun**  
**PO Box 1567**  
**Deer Park, WA 99006**  
**Ph: 509 276 2670**

**Proposed Policy Period: 07/27/18 - 07/29/18**

Prepared by:

**Gwen Hull**  
**Underwriter**  
**Events & Attractions**  
**Service Assistant: Shirley Deermer**  
**Direct Phone: 800-553-8368 x 5574**  
**Fax: 260-459-5624**  
**E-mail: [Gwen.Hull@kandkinsurance.com](mailto:Gwen.Hull@kandkinsurance.com)**

**PRIVACY POLICY:**

The providing of insurance services and products requires that K&K Insurance Group, Inc. obtain and collect certain personal information. The information that K&K collects is shared only as necessary to provide the insurance services & products requested from K&K or as permitted and/or required by law. K&K's privacy policy is available on K&K's website and is provided to all of K&K's insurance customers. For questions, please contact K&K by mail addressed to: Chief Operating Officer 1712 Magnavox Way, Fort Wayne, IN 46804.

INSURANCE PROPOSAL FOR:  
**Tri-County Settler Assn dba: Deer Park Settlers Assn**

**PREMIUM SUMMARY**

(PREMIUM DOES NOT REFLECT OPTIONS OR CHANGES MADE TO ORIGINAL PROPOSAL)

COVERAGE PART	PREMIUM	BIND
Property*	\$ -	<input type="checkbox"/> Yes <input type="checkbox"/> No
General Liability*	\$ 2,500	<input type="checkbox"/> Yes <input type="checkbox"/> No
Inland Marine*	\$ -	<input type="checkbox"/> Yes <input type="checkbox"/> No
Crime*	\$ -	<input type="checkbox"/> Yes <input type="checkbox"/> No
Auto*	\$ -	<input type="checkbox"/> Yes <input type="checkbox"/> No
Excess Casualty __ x 1M*	\$ -	<input type="checkbox"/> Yes <input type="checkbox"/> No
Excess Casualty Option __ x __*	\$ -	<input type="checkbox"/> Yes <input type="checkbox"/> No (not included in taxes or total premium below)
Workers Compensation*	\$ -	<input type="checkbox"/> Yes <input type="checkbox"/> No

**\*CHECK COVERAGE PAGES AS SOME PREMIUMS MAY BE FULLY EARNED**

STATE MANDATED SURCHARGES/TAXES/FEES:	\$	-
TOTAL PREMIUM:	\$	2,500.00
TERRORISM PREMIUM: (Property, CGL, Inland Marine & Excess as applicable)	\$	10.00 (add to total prem. if purchased)

<b>PRODUCER/CLIENT AUTHORIZATION TO BIND COVERAGE</b>	
After careful review of your proposal dated <u>03/26/2018</u> , we have decided to accept your proposal and would like to bind the coverages indicated above with an effective date of _____	
_____ Signature and Title	_____ Date
I authorize K&K to send me future correspondence regarding insurance products and services: <div style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No         </div>	
<b>FATCA Notice: Please go to <a href="http://Aon.com/FATCA">Aon.com/FATCA</a> to obtain the appropriate W-9.</b>	

This insurance proposal contains the premium quotations for which you applied. Any additional types of insurance coverage desired, but not specifically quoted in the proposal, such as property, auto, inland marine and/or excess liability etc...must be specifically requested of your K&K representative and a fully completed and signed application would need to be submitted to your K&K representative for evaluation. Actual coverages are detailed in the policy of insurance and is always subject to all terms, provisions, conditions, and exclusions as contained therein. You should not rely upon this generalized summary, but should consult the actual policy for a complete description and details regarding coverage.

INSURANCE PROPOSAL FOR:  
Tri-County Settler Assn dba: Deer Park Settlers Assn

**TERMS & CONDITIONS:**

- 1) Proposal expires 30 days from date on page 1 of this proposal or the expiration of your current policy, whichever is first.
- 2) Payment Terms: 100% Due at Inception

**"Please be advised that Counter and/or Starter checks without a coded check number, are not an acceptable form of payment. These should be replaced with an Official Bank Check, Cashier's Check or Money Order."**

- 3) Acceptance of this proposal (ie: any request to bind insurance pursuant to the terms of this proposal) must be made in writing and must be received by K&K prior to the expiration of this proposal (please sign and return the premium summary authorization to bind page of this proposal to bind coverage).
- 4) Certificates of insurance will need to be collected by the insured from all contracted services; naming the insured as additional insured;
- 5) Minimum Fully Earned Primary Liability Premium: \$2,500
- 6) Package Minimum Premium (when applicable): \$1,000 in addition to CGL minimum.
- 7) Minimum Fully Earned Excess Liability Premium: Not Quoted

**DUE PRIOR TO BINDING (PRECONDITIONS TO BINDING):**

- 1) Must receive signed Terrorism Selection form(s) prior to binding indicating the insured's choice to purchase coverage or reject coverage.

**DUE WITHIN \_\_\_\_\_ DAYS OF EFFECTIVE DATE**

## Compensation and Other Disclosure Information

K&K Insurance Group, Inc. ("K&K") is an insurance producer licensed in your state. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction involves one or more of these activities. Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In addition, K&K may charge a fee for administrative services. Your signature on your application, quote form, check, credit card and/or other authorization for payment of your premium, will be deemed to signify your consent to and acceptance of the terms and conditions including the compensation, as disclosed above, that is to be received by K&K. The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and compensation expected to be received based in whole or in part of any alternative quotes presented to the purchaser by the producer, by emailing a written request to [warranty@kandkinsurance.com](mailto:warranty@kandkinsurance.com).

In addition, premiums paid by clients to K&K for remittance to insurers, client refunds and claim payments paid to K&K by insurance companies for remittance to clients are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or Client. Subject to such laws and the applicable insurance company's consent, where required, K&K will retain the interest or investment income earned while such funds are on deposit in such accounts.

In placing, renewing, consulting on or servicing your insurance coverages K&K and its affiliates may participate in contingent commission arrangements with insurance companies that provide for additional contingent compensation, if, for example, certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by K&K with the insurance company or the overall performance of the policies placed with that insurance company, not on an individual policy basis. As a result, K&K may be considered to have an incentive to place your insurance coverages with a particular insurance company. Where K&K participates in contingent commission arrangements with insurance companies, K&K may be entitled to additional commission in the range of 0 to 5% depending upon whether and when specified thresholds are achieved.

Our liability to you, in total, for the duration of our business relationship for any and all damages, costs, and expenses (including but not limited to attorneys' fees), whether based on contract, tort (including negligence), or otherwise, in connection with or related to our services (including a failure to provide a service) that we provide in total shall be limited to the lesser of \$2,500,000 or the singular annual limit of the policy of insurance procured by us on your behalf from which your damages arise.

This liability limitation applies to you, our client, and extends to our client's parent(s), affiliates, subsidiaries, and their respective directors, officers, employees and agents (each a "Client Group Member" of the "Client Group") wherever located that seek to assert claims against K&K, and its parent(s), affiliates, subsidiaries and their respective directors, officers, employees and agents (each a "K&K Group Member" of the "K&K Group"). Nothing in this liability limitation section implies that any K&K Group Member owes or accepts any duty or responsibility to any Client Group Member.

If you or any of your Group Members asserts any claims or makes any demands against us or any K&K Group Member for a total amount in excess of this liability limitation, then you agree to indemnify K&K for any and all liabilities, costs, damages and expenses, including attorneys' fees, incurred by K&K or any K&K Group Member that exceeds this liability limitation.

Aon Corporation, our ultimate parent company, and its affiliates have from time to time sponsored and invested in insurance and reinsurance companies. While we generally undertake such activities with a view to creating an orderly flow of capacity for our clients, we also seek an appropriate return on our investment. These investments, for which Aon is generally at-risk for potential price loss, typically are small and range from fixed-income to common stock transactions. In such case, the gains or losses we make through your investments could potentially be linked, in part, to the results of treaties or policies transacted with you. Please visit the Aon website at [http://www.aon.com/market\\_relationships](http://www.aon.com/market_relationships) for a current listing of insurance and reinsurance carriers in which Aon Corporate and its affiliates hold any ownership interest.

# National Casualty Company

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

### TERRORISM RISK INSURANCE ACT

Under the Terrorism Risk Insurance Act of 2002, as amended, pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2015, effective January 1, 2015 (the "Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "certified act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from "certified acts of terrorism," such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government agrees to reimburse eighty-five percent (85%) of covered terrorism losses in calendar year 2015 that exceed the statutorily established deductible paid by the insurance company providing the coverage. This percentage of United States Government reimbursement decreases by one percent (1%) every calendar year beginning in 2016 until it equals eighty percent (80%) in 2020. The premium charge for this coverage is shown below and does not include any charges for the portion of loss covered by the Federal Government under the Act.

You should also know that the Act, as amended, contains a \$100 Billion Cap that limits United States Government reimbursement as well as insurers' Liability for losses resulting from "certified acts of terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

### CONDITIONAL TERRORISM COVERAGE

The federal Terrorism Risk Insurance Program Reauthorization Act of 2015 is scheduled to terminate at the end of December 31, 2020, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2020, any terrorism coverage as defined by the Act provided in the policy will also terminate.

### IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:

<input type="checkbox"/>	I hereby elect to purchase certified terrorism coverage for a premium of <u>\$10</u> . I understand that the federal Terrorism Risk Insurance program Reauthorization Act of 2015 may terminate on December 31, 2020. Should that occur my coverage for terrorism as defined by the Act will also terminate.
<input type="checkbox"/>	I hereby reject the purchase of certified terrorism coverage.

\_\_\_\_\_  
Policyholder / Applicant's Signature

Tri-County Settler Assn dba: Deer Park  
Settlers Assn

\_\_\_\_\_  
Named Insured / Firm

\_\_\_\_\_  
Print Name

TBD  
\_\_\_\_\_  
Policy Number, if available

\_\_\_\_\_  
Date

INSURANCE PROPOSAL FOR:

**Tri-County Settler Assn dba: Deer Park Settlers Assn**

<b>COMMERCIAL GENERAL LIABILITY</b>	<b>ADMITTED</b>	<b>National Casualty Company - AM Best Rating: A+, XV</b>
Effective Date: 07/27/2018		
<b>COMMERCIAL GENERAL LIABILITY</b>		
<b>Coverage</b>	<b>Limit</b>	
Each Occurrence	\$1,000,000	
General Aggregate	NONE	
Products Completed Operations Aggregate	\$5,000,000	
Personal & Advertising Injury	\$1,000,000	
Damage to Premises Rented to You Limit	\$300,000	
Premises Medical Payments	No Coverage	
Transmissible Pathogens - Each Occurrence	\$1,000,000	
Transmissible Pathogens - Aggregate	\$2,000,000	
Crisis Response - Each Crisis Event / Aggregate	\$25,000	
Cyber Privacy & Client Identity Theft	\$10,000 per person / \$100,000 aggregate	
<b>General Liability - Additional Coverages:</b>		
<b>Coverage</b>	<b>Limit</b>	
Contingent Ride Liability	No Coverage	
Volunteer Medical Payments	No coverage	
Director & Officer Medical Payments	No coverage	
Liquor Liability - Each Common Cause	No coverage	
Liquor Liability - Aggregate	No coverage	
Employee Benefits-Per Occ. (\$1,000 BI Ded. Per Occ.)	No coverage	
Employee Benefits - Aggregate Limit	No coverage	
Primary Fireworks Liab. (\$1,000 BI/PD Ded. Per Occ.)	No coverage	
Excess/Contingent Fireworks Liability	No coverage	
<b>Notable Exclusions:</b> Asbestos; Nuclear Energy Liability; War Liability; Pollution with Hostile Fire Excpetion;		
Employment Related Practices; Fireworks (unless specifically endorsed); Mold, Mildew, Fungi and Spores (as approved in applicable states); Lead (as approved in applicable states); Violation of Communication (as approved in applicable states); Access or Disclosure of Confidential or Person Information and Data Related Liability with Limited Bodily Injury Exception (as approved in applicable states)		
Aircraft, Hot Air Balloon, Airfield or Airport Facility; Racing or Stunting of Autos, Motorcycles, Snowmobiles, Watercraft or Powerboats; Mechanical Amusement Rides and/or Bungee Jumping Operations (unless specifically endorsed).		
Activities Participants excluded for coverage include the following: Arm Wrestling, Bobsled, Box Lacrosse, Boxing, Bungee Jumping, Cage-Fighting, Cliff Diving, Cricket, Cycling, Extreme Running Events (ie: Mud Runs, Warrior Runs, Urbanathon), Football, Hang Gliding, Horse Racing, Ice Hockey, Jai Alai, Luge, Kick Boxing, Motorsports, Mud Volleyball, Orienteering, Parachuting, Rafting, Rodeos, Roller Derby, Rugby, Scuba Diving, Skiing, Sky Diving, Surfing, Triathlon, Wind Surfing, Wrestling.		
<b>General Liability - Notes / Notable Forms / Terms &amp; Conditions:</b>		
Commercial General Liability Broadened Coverage Endorsement (See Summary Attached); AI-Designated Persons or Organizations; AI-Lessors of Leased Equipment; Primary & Noncontributory Other Insurance Condition		
Deductible: None		
<b>GENERAL LIABILITY PREMIUM Sub-total:</b>	\$	2,500.00
Audit Terms: Non-Auditable		
<b>MINIMUM EARNED PREMIUM: (IF APPLICABLE)</b>	\$	2,500.00

EXHIBITORS OR VENDORS  
Tri-County Settler Assn dba: Deer Park Settlers Assn

Please note that K&K requests *all* professional and non-professional exhibitors/vendors have Commercial General Liability Insurance including Products Liability coverage. If an exhibitor/vendor provides a current Certificate of Insurance, they will not need to be listed as an additional insured on the policy. However, exhibitors/vendors that do not provide evidence of coverage *can* be listed "Additional Insureds" and submitted to K&K for approval prior to the event.

NOTE: If not already a standard procedure, insurance requirements should be made a part of the contract signed between the Fair, Festival or Event Promoter and **all** exhibitors/vendors.

The per exhibitor/vendor cost for adding as an Additional Insured will be:

\*Exhibitors/Vendors:       \$80     Each

(Any vendor with more than one booth will be charged an additional \$ 33 for each additional booth.)

NOTE: Concessionaires/Exhibitors, which require K&K underwriting approval and additional premium prior to acceptance, are as follows:

Dunking Booths	Petting Zoo
Pony Rides	Game Booths

Not all exhibitors or vendors may qualify for this program. Below is a partial listing of ineligible exhibitors or vendors. All submissions are subject to underwriting:

Ear Piercing Booths	Tattoo Parlors (Permanent)
Haunted Houses	Inflatable Amusement Devices
Stroller or Wheel Chair Rentals	Exotic Animals
National Companies/Chain Stores	Metallic Balloons
Organ Grinders	Medical Tests
Medical Exams	Blood Tests
Liquor Stands	Mechanical Rides
Motorsports Activities	Fireworks and Weapons

Please complete the attached form to add vendors.

\*Acceptance of exhibitor/vendor coverage as provided above confirms your desire to obtain insurance through the Sports, Leisure & Entertainment Risk Purchasing Group (where applicable).

An RPG provides group purchasing power for similar risks resulting in potential advantageous coverage terms, competitive rates, risk management bulletins, and rewards for favorable group loss experience.

**An RPG membership fee of \$15 for each exhibitor/vendor is included in the above charge for each exhibitor or vendor added to the RPG.**

## GENERAL LIABILITY BROADENING ENDORSEMENT SUMMARY

**Damage to Premises Rented to You** - The limit has been increased to \$300,000 or the amount indicated on the Declaration Page. The damage to premises rented to you limit applies to all damage proximately caused by the same event whether such damage results from fire, lightning, explosion, smoke and leaks from sprinklers or any combination.

**Newly Acquired or Formed Organizations** now have a 180 day reporting period.

**Supplementary Payments** - Limit for cost of bail bonds is increased to \$2,500 and the maximum daily payment for loss of earnings has been increased to \$500.

**Non-Owned Watercraft** - Expanded coverage for watercraft up to 58' in length.

**Expected/Intended Injury** - Exclusion no longer applies to bodily injury or **property damage** resulting from the use of reasonable force to protect persons or property.

**Definition of Bodily Injury** - Now includes mental anguish, mental injury, shock, fright, humiliation, emotional distress, or death resulting from bodily injury, sickness or disease.

**Unintentional Errors or Omissions** - Coverage is now provided for any unintentional error or omission with description of or failure to, completely describe any premises or operations intended to be covered by the coverage part will not invalidate or affect coverage for those premises or operations.

**Waiver of Right of Recovery** - We waive all rights of recovery when required by a written contract and executed prior to the date of the "occurrence".

**Knowledge or Notice of Occurrence** - Amended to read "Knowledge of occurrence, offense, claim or suit, by the agent, servant or employee of an insured shall not in itself constitute your knowledge unless one of your officers, managers or partners has received notice of the occurrence offense, claim or suit". Failure by an agent, servant or employee of an insured (other than an officer, manager, or partner) to notify us of an occurrence will not be constituted as failure to comply with this condition.

**Personal and Advertising Injury Redefined** - Amended to include any publication of material including, but not limited to oral, written, televised, videotaped or electronically transmitted publication or material that slanders or libels a person or organization's goods, products or services or violates a person's right of privacy. The definition is amended to provide consequential "bodily injury" arising out of malicious prosecution or abuse of process.

**Emergency Real Estate Consultant Fee** - Provides up to \$25,000 in any one policy year for any realtor's fee or real estate consultant's fee required by the Named Insured's need to relocate due to imminent danger of loss of life or harm to occupants of the Named Insured's premises scheduled on the Declarations.

**Identity Theft Expense** - Reimbursement up to \$25,000 to any present director or officer of the Named Insured for expenses incurred as the direct result of any Identity Theft occurring, discovered and reported during the policy period.

**Key Individual Replacement Expenses** - Expenses up to \$50,000 per policy year incurred by the Named Insured to replace the Chief Executive Officer or Executive Director if that officer or director suffers injury during the policy period which results in the loss of life during the policy period.

**Lease Cancellation Moving Expenses** - Expenses up to \$2,500 incurred when moving is made necessary by the cancellation of a lease at premises occupied by the Named Insured and described in the Declarations.

**Temporary Meeting Space** - Reimbursement of expenses up to \$25,000 in any one policy year from the rental of temporary meeting space required for meeting with parties who are not insured under this policy due to the temporary unavailability of the Named Insured's Primary office space caused by the failure of a climate control system, or leakage of a hot water heater during the policy period.

**Terrorist Travel Reimbursement** - Reimbursement of Emergency Travel Expenses up to \$25,000 in any one policy year incurred by a director or officer of the Named Insured due to the occurrence of a "Certified Act of Terrorism."

**Workplace Violence Counseling** - Reimbursement up to \$25,000 in any one policy year for expenses you incur for the counseling of employees of the Named Insured when that counseling is necessary due to an incident of "Workplace Violence."

## Deby Cragun

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**From:** Gwen Hull <gwen.hull@kandkinsurance.com>  
**Sent:** Monday, March 26, 2018 6:52 AM  
**To:** Deby Cragun  
**Subject:** RE: Deer Park AMB Loss Runs  
**Attachments:** 4794\_001.pdf

I appreciate all the information you have provided me. I am pleased to offer our quote. It is a short term to cover the Settler's Day Parade and Picnic event. Once you have a chance to review, please let me know if you have any questions.

I will need the signed premium summary page of this quote and the terrorism form with your selection if you want to place coverage with us.

Thank you for the opportunity to quote.

**I will be out the office 3/30/18 and returning on 4/9/18.**

Gwen Hull | Underwriter | Events & Attractions

**K&K Insurance Group, Inc.**

1712 Magnavox Way | Ft. Wayne, IN 46804-2338

Toll Free: 800-553-8368 ext. 5574 | t 260.459.5574 | f 260.459.5624 | email f 847.953.2872

[kandkinsurance.com](http://kandkinsurance.com) | [Linkedin](#) | [Twitter](#) | [Facebook](#)

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**From:** Deby Cragun [mailto:[dcragun@ci.deerpark.wa.us](mailto:dcragun@ci.deerpark.wa.us)]  
**Sent:** Monday, March 26, 2018 9:08 AM  
**To:** Gwen Hull  
**Subject:** RE: Deer Park AMB Loss Runs

Good morning,

The Kids Carnival does not include rides or the bounce houses. The Settlers Assoc. is advertising the Clayton Rodeo as it is scheduled the same weekend as the Settlers Parade. The Settler's Association does ask for certificates of insurance from its vendors.

Deby

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**From:** Gwen Hull [mailto:[gwen.hull@kandkinsurance.com](mailto:gwen.hull@kandkinsurance.com)]  
**Sent:** Monday, March 26, 2018 4:54 AM  
**To:** Deby Cragun <[dcragun@ci.deerpark.wa.us](mailto:dcragun@ci.deerpark.wa.us)>  
**Subject:** RE: Deer Park AMB Loss Runs



**TASK ORDER 2018-03**  
**Agreement for Professional Services**  
**General Aviation Apron Expansion and Taxilane Project, FAA A.I.P. 3-15-0022-024-2018**  
**Deer Park Municipal Airport, Deer Park, WA**

THIS AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between, City of Deer Park, PO 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:

Construction of a hangar taxilane approximately 650' x 35'. The taxilane would connect to the existing parallel taxiway A. This project will also include construction of the north apron originally bid as a part of AIP 023-2017. Project design will also evaluate layout and grading of apron areas north and south of the new taxilane.

Hereinafter referred to as the PROJECT:

**WITNESSETH**

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 and construction phase 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 and Bidding Phase Services are anticipated to be completed by June 2018

Construction Phase Services are anticipated to be completed by March 2019

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 March 1, 2018 to March 31, 2019. 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(s) 1.01.A in Attachment 1 on the basis of a lump sum amount of Eighty Six Thousand, Six Hundred Dollars and No Cents (\$86,600.00). 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(s) 1.01.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 85.27 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 104.69 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 Nine Thousand, Six Hundred Sixty Eight Dollars and Twenty Eight Cents (\$9,668.28). 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 Eighty Nine Thousand, Six Hundred Ninety Dollars and No Cents (\$89,690.00). 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 in above are One Hundred Seventy Six Thousand, Two Hundred Ninety Dollars and No Cents (\$176,290.00). 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 March 1, 2018 to March 31, 2019. 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, J-U-B must immediately discontinue all services affected.

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

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

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

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

Visits to the construction site and observations made by J-U-B's 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.

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

If the scope of services includes construction engineering, J-U-B may be required to act as the Resident 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 sub-tier 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 Acts and Authorities as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Non-discrimination. J-U-B, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. J-U-B will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by J-U-B for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier will be notified by J-U-B of J-U-B's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. Information and Reports. J-U-B will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records,

accounts, other sources of information, and its facilities as may be determined by the CLIENT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities, and instructions. Where any information required of J-U-B is in the exclusive possession of another who fails or refuses to furnish this information, J-U-B will so certify to the CLIENT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance. In the event of J-U-B's noncompliance with the non-discrimination provisions of this contract, the CLIENT will impose such contract sanctions as it or the FAA, may determine to be appropriate, including, but not limited to:
1. withholding of payments to J-U-B under the contract until J-U-B complies, and/or
  2. cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions. J-U-B will include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, Regulations and directives issued pursuant thereto. J-U-B will take such action with respect to any subcontract or procurement as the CLIENT or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if J-U-B becomes involved in, or is threatened with, litigation by a subconsultant or supplier as a result of such direction, J-U-B may request the CLIENT to enter into such litigation to protect the interests of the CLIENT. In addition, J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

### **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 Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **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 public works project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

J-U-B must provide immediate written notice to the CLIENT if 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 subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- 3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

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

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

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

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

#### **6.11 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.

#### **6.12 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.

#### **6.13 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.

#### **6.14 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.

#### **6.15 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).

#### **6.16 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).

#### **6.17 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.

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: \_\_\_\_\_

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

Name: \_\_\_\_\_

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

J-U-B:

J-U-B ENGINEERS, Inc.

ATTEST

By: \_\_\_\_\_

Name: Chuck A. Larson, P.E.

Title: Chairman

Name: \_\_\_\_\_

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

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

- Attachment 1 – Scope of Services
- Attachment 2 - Fee Breakdown
- Attachment 3 – Special Provisions
- Exhibit A – Construction Phase Services

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of 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.

J-U-B ENGINEERS, Inc.  
TASK ORDER 2018-03  
AGREEMENT FOR PROFESSIONAL SERVICES

**Attachment 1 – Scope of Services**

**Client Name:** City of Deer Park

**Project:** General Aviation Apron Expansion and Taxilane Project

**A.I.P.#** 3-53-0022-024-2018

The Task Order 2018-03 Agreement for Professional Services dated \_\_\_\_\_ is amended and supplemented to include the following provisions regarding the Scope of Services.:

For the purposes of this attachment, 'Task Order 2018-03 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.

**PROJECT DESCRIPTION**

Construction of a hangar taxilane approximately 650' x 35'. The taxilane would connect to the existing parallel Taxiway A. This project will also include construction of the north apron originally bid as a part of AIP 023-2017. Project design will also evaluate layout and grading of apron areas north and south of the new taxilane

**SCOPE OF SERVICES**

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

- A. Preliminary and Final Design for the General Aviation Expansion and Taxilane Project: Upon the CLIENT's Authorization to Proceed with Engineering 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 Sponsor Certifications.
  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. The area of topographic survey is approximately 800' x 600'. 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 waterline extension plans and details for a 600' extension of an existing 8-inch water line along with the installation of a fire hydrant.
  16. Prepare preliminary electrical plans, details, and sections for Apron lighting.
  17. Perform stormwater conveyance calculations for the new taxiway and adjacent future apron areas. Determine sizing for stormwater swale and infiltration areas for the new pavement areas. Adjacent building lots will accommodate stormwater within their lot boundaries.
  18. 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.
  19. 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.
  20. 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.
  21. Conduct in-house quality control/quality assurance review.
  22. Submit Design Report, preliminary plans and specifications for FAA and CLIENT review.
  23. Incorporate FAA and CLIENT personnel design comments. Respond as necessary to address concerns and provide additional information as needed.
  24. Finalize construction contracts, plans, details, and sections.
  25. Finalize bidding contract documents and technical specifications and include the north apron.
  26. Complete final quantity calculations and prepare Engineer's Opinion of Probable Construction Cost.
  27. In-house quality control review.
  28. Submit final documents to FAA and CLIENT for review and approval.
  29. Provide the following services related to Federal Disadvantaged Business Enterprise requirements (DBE).
    - a. Analyze opportunities for Disadvantaged Business Enterprise (DBE) participation and assist CLIENT determining the 2018-2020 three year goal. Submit 3-year goal amendment to FAA Civil Rights for review and approval.

- 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. Coordinate CLIENT DBE Goal Advertisements:
    - i. Advertise the new 2018-2020 3-year goal on the CLIENT's website for a minimum of 30 days.
30. 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 FAA Quarterly Performance Reports, Annual SF 425/271 submittal, and 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 three (3) 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 2018. Estimates of field time will assume a 30 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

<b>PROJECT TITLE:</b>		Task Order 2018_03 General Aviation Apron Expansion and Taxiway Project												
<b>CLIENT:</b>		City of Deer Park												
<b>JOB NUMBER:</b>		AIP 3-53-0022-024-2018												
<b>DATE:</b>		3/13/2018												
<b>J-U-B ENGINEERS FEE ESTIMATE</b>														
TASK No	PROJECT TASK	Principal \$65.00	Proj. Mgr. \$63.00	Sr. Engr \$64.00	PE/ Desnr \$41.00	Design Engr. \$37.00	EIT \$30.00	Survey PLS \$49.00	Field Surveyor \$32.00	Cadd Oper. \$30.00	Cler. \$28.00	Trips	TOTAL HRS	TASK DIRECT COSTS
<b>I.01.A Preliminary and Final Design</b>														
1	Conduct Pre-Design Meeting	0	2	0	2	0	0	0	0	0	0	1	4	\$208.00
2	Assist with Project Scope development & formulation	1	3	0	6	3	0	0	0	0	2	1	15	\$667.00
3	Prepare cost proposal	1	1	0	4	0	0	0	0	0	4		10	\$404.00
4	Provide IFE spreadsheet	0	0	0	1	0	0	0	0	0	2	1	3	\$97.00
5	Prepare agreement for professional services	1	1	0	2	0	0	0	0	0	4		8	\$322.00
6	Assist with submittal of FAA grant application and Sponsor Certifications	0	0	0	2	0	0	0	0	0	2		4	\$138.00
7	Assemble & review mapping, plans, documents & other available information	0	0	0	0	2	2	0	0	2	2		8	\$250.00
<b>8 Topographic survey</b>														
	Control Survey	0	0	0	0	0	0	1	2	0	0		3	\$113.00
	Utility locate and topographic survey	0	0	0	0	1	0	2	8	4	0	1	15	\$511.00
	CADD base mapping	0	0	0	0	0	0	4	0	8	0		12	\$436.00
9	Geotechnical investigations & existing pavement analysis	0	2	1	2	1	0	0	0	0	2	1	8	\$365.00
10	Analyze and develop pavement section alternatives & recommendations	0	1	1	4	2	1	0	0	0	0		9	\$395.00
11	Preliminary plans, details & sections	0	4	4	20	45	25	0	0	80	0		178	\$6,143.00
<b>Prepare preliminary Erosion &amp; Sedimentation Control Plans and specifications</b>														
12	Prepare preliminary Erosion & Sedimentation Control Plans and specifications	0	0	0	0	4	2	0	0	4	0		10	\$328.00
13	Prepare Construction Safety Plan (CSP)	0	1	0	2	2	2	0	0	6	2		15	\$515.00
<b>Prepare Construction Safety &amp; Phasing Plan (CSPP)</b>														
14	Prepare Construction Safety & Phasing Plan (CSPP)	0	1	0	1	2	6	0	0	4	2		16	\$534.00
<b>Prepare preliminary waterline extension plans and details</b>														
15	Prepare preliminary waterline extension plans and details	0	0	2	4	0	0	0	0	2	0		8	\$352.00
<b>Prepare preliminary electrical plans, details and sections</b>														
16	Prepare preliminary electrical plans, details and sections	0	0	0	0	0	0	0	0	0	0		0	\$0.00
17	Stormwater Design	0	0	0	4	16	0	0	0	0	0	0	0	\$756.00
<b>Prepare preliminary bidding contract documents and specifications</b>														
18	Prepare preliminary bidding contract documents and specifications	0	4	4	8	6	2	0	0	4	8		36	\$1,462.00
<b>Prepare preliminary engineer's opinion of probable construction cost</b>														
19	Prepare preliminary engineer's opinion of probable construction cost	0	1	0	2	4	4	0	0	0	0		11	\$413.00

## ATTACHMENT 2

<b>PROJECT TITLE:</b>		Task Order 2018_03 General Aviation Apron Expansion and Taxiway Project												
<b>CLIENT:</b>		City of Deer Park												
<b>JOB NUMBER:</b>		AIP 3-53-0022-024-2018												
<b>DATE:</b>		3/13/2018										<b>J-U-B ENGINEERS FEE ESTIMATE</b>		
TASK NO	PROJECT TASK	Principal \$65.00	Proj. Mgr. \$63.00	Sr. Engr \$64.00	PE/ Desur \$41.00	Design Engr. \$37.00	EIT \$30.00	Survey PLS \$49.00	Field Surveyor \$32.00	Cadd Oper. \$30.00	Cler. \$28.00	Trips	TOTAL HRS	TASK DIRECT COSTS
20	Prepare Preliminary Design Report	0	1	0	4	10	6	0	0	0	0	21	\$777.00	
21	In-house QA/QC	0	4	4	2	1	1	0	0	0	0	12	\$657.00	
	Submit Design Report, Plans and Contract Documents	0	0	0	1	0	0	0	0	0	1	2	\$69.00	
22	Incorporate comments	0	1	0	2	1	0	0	0	0	1	5	\$210.00	
	Finalize construction plans, details & sections	0	1	0	4	1	1	0	0	16	1	24	\$802.00	
23	Finalize bidding documents and include the north apron	0	3	1	4	2	0	0	0	4	4	18	\$723.00	
	Final quantity calcs & Engineer's Opinion of Probable Construction Cost	0	1	0	4	6	4	0	0	0	0	15	\$569.00	
24	In-house QA/QC	0	2	2	1	0	0	0	0	0	0	5	\$295.00	
25	Submit final documents for review	0	0	1	0	2	0	0	0	0	4	7	\$250.00	
<b>Federal Disadvantaged Business Enterprise requirements (DBE)</b>														
	Analyze opportunities for DBE participation during construction and Assist in preparing 3 year goal	0	0	0	24	3	0	0	0	0	0	27	\$1,095.00	
	Coordinate DBE conference call	0	0	0	6	1	0	0	0	0	0	7	\$283.00	
	Coordinate DBE Goal advertisements	0	0	0	1	0	0	0	0	0	0	1	\$41.00	
26	Revise final plans & documents. Provide 20 sets	0	1	0	2	0	4	0	0	2	4	13	\$437.00	
<b>LABOR:</b>														
	Labor Subtotal	3	35	20	119	115	60	7	10	136	45	5	530	\$20,617.00
	Direct Overhead										189.96%			\$39,164.05
	Fixed Fee										15.0%			\$8,967.16
	<b>Total Labor + Overhead + Fixed Fee</b>													<b>\$68,748.21</b>
<b>EXPENSES:</b>														
	Air Travel	\$600.00	Air Trips 0											\$0.00
	Mileage	\$0.540			5			45						\$121.50
	Per Diem	\$46.00				0								\$0.00
	Lodging	\$83.00				0								\$0.00
	GPS Survey Unit	\$18.00				1.25								\$180.00

## ATTACHMENT 2

<b>PROJECT TITLE:</b>		Task Order 2018_03 General Aviation Apron Expansion and Taxiway Project											
<b>CLIENT:</b>		City of Deer Park											
<b>JOB NUMBER:</b>		AIP 3-53-0022-024-2018											
<b>DATE:</b>		3/13/2018											
<b>J-U-B ENGINEERS FEE ESTIMATE</b>													
TASK No	PROJECT TASK	Principal \$65.00	Proj. Mgr. \$63.00	Sr. Engr \$64.00	PE/ Desnr \$41.00	Design Engr. \$37.00	EIT \$30.00	Survey PLS \$49.00	Field Surveyor \$32.00	Cadd Oper. \$30.00	Cler. \$28.00	Trips TOTAL HRS	TASK DIRECT COSTS
	Printing	\$750.00								1.0		\$750.00	
<b>SUBCONSULTANTS:</b>													
1	Electrical						\$1,500			1.0		\$1,500.00	
2	Geotechnical						\$15,300			1.0		\$15,300.00	
	Subtotal - Labor + Overhead + Fixed Fee											\$68,748.21	
	Subtotal - Expenses											\$1,051.50	
	Subtotal - Subconsultants											\$16,800.00	
	<b>Total - 1.01.A Preliminary and Final Design</b>											<b>\$86,600.00</b>	

**ATTACHMENT 2**

PROJECT TITLE:		Task Order 2018-03 General Aviation Apron Expansion and Taxiway Project												
CLIENT:		City of Deer Park												
JOB NUMBER:		AIP 3-53-0022-024-2018												
DATE:		3/13/2018												
													J-U-B ENGINEERS FEE ESTIMATE	
TASK NO	PROJECT TASK	Principal \$65.00	Proj. Mgr. \$63.00	Sr. Engr \$64.00	PE/ Desnr \$41.00	Design Engr. \$37.00	EIT Observ. \$28.00	Survey PLS \$49.00	Field Surveyor \$32.00	Cadd Oper. \$30.00	Cler. \$28.00	Trips	TOTAL HRS	TASK DIRECT COSTS
<b>1.01.B Bidding and Construction Phase Services</b>														
1	Bid advertisement	0	1	0	1	0	0	0	0	0	2	4	\$160.00	
2	Assist with bidder questions	0	1	0	6	8	0	0	0	0	0	15	\$605.00	
3	Prepare addenda as necessary	0	1	0	4	1	0	0	0	0	4	10	\$376.00	
4	Pre-bid conference coordination	0	4	0	4	1	0	0	0	0	1	10	\$481.00	
5	Assist with bid opening	0	0	0	3	0	0	0	0	0	0	3	\$123.00	
6	Prepare bid tabulation	0	0	0	2	4	0	0	0	0	4	10	\$342.00	
7	Assist with Notice of Award and contract execution	1	1	0	3	0	0	0	0	0	2	7	\$307.00	
8	Coordination with FAA and Client during award process	0	1	0	3	1	0	0	0	0	1	6	\$251.00	
9	Pre-construction conference	0	4	0	4	0	4	0	0	0	0	12	\$528.00	
10	Submittal review	0	1	0	2	6	2	0	0	0	1	12	\$451.00	
11	Attend weekly construction meetings	1	16	0	14	8	0	0	0	0	0	39	\$1,943.00	
12	Prepare & submit daily and weekly field observation reports	0	0	0	8	4	8	0	0	0	0	20	\$700.00	
13	Field observation	0	0	0	0	0	270	0	0	0	0	13	\$7,560.00	
14	Assist with FAA reports	0	2	0	5	0	6	0	0	0	0	13	\$499.00	
15	Quality Assurance Testing (Strata)	0	0	0	8	0	0	0	0	0	0	8	\$328.00	
16	QC/QA workshop	0	0	3	0	0	3	0	0	0	1	7	\$304.00	
17	QA staking checks	0	0	0	0	0	0	0	12	0	0	12	\$384.00	
18	Review contractor payroll certifications	0	0	0	4	0	8	0	0	0	25	37	\$1,088.00	
19	Prepare change orders as required	0	3	0	8	8	4	0	0	0	10	33	\$1,205.00	
20	Substantial completions completion walk thru	0	2	0	2	0	0	0	0	0	1	5	\$236.00	
21	Punch list walk through	0	2	0	2	0	0	0	0	0	0	4	\$208.00	
22	Prepare record drawings	0	0	0	2	4	0	0	0	6	0	12	\$410.00	
23	Prepare final engineer's project report	0	1	0	4	0	10	0	0	0	0	15	\$507.00	
24	Update airport layout plan	0	1	0	2	4	0	0	0	4	0	11	\$413.00	
25	Project closeout	0	3	0	5	10	0	0	0	0	4	22	\$876.00	
26	Attend up to three (3) meetings with Airport Management staff	0	3	0	9	6	0	0	0	0	0	3	\$780.00	

**ATTACHMENT 2**

27	Assist with preparation & processing of RFRs	0	2	0	4	6	0	0	0	0	10	22	\$792.00
28	Submit and monitor State of Washington Departments project clearances	0	0	0	0	2	0	0	0	0	4	6	\$186.00
29	Assist and coordinate with independent auditors (A-133 annual audit)	0	0	0	0	2	0	0	0	0	4	6	\$186.00

<b>LABOR:</b>														
	Labor Subtotal	2	49	3	109	75	315	0	12	10	74	27	649	\$22,229.00
	Direct Overhead										189.96%			\$42,226.21
	Fixed Fee										15.0%			\$9,668.28
	Total Labor + Overhead + Fixed Fee													\$74,123.49
<b>EXPENSES:</b>														
		Cost Per Unit	Air Trips	Ground Trips	Days	Trip Miles					Markup			
	Air Travel	\$600.00	0								1.0			\$0.00
	Mileage	\$0.540		27		45					1.0			\$656.10
	Per Diem	\$46.00			13						1.0			\$598.00
	Lodging	\$83.00			0						1.0			\$0.00
	GPS Survey Unit	\$18.00			1.5						1.0			\$216.00
	Printing	\$0.00									1.0			\$0.00
<b>SUBCONSULTANTS:</b>														
1	Electrical						\$1,000				1.0			\$1,000.00
2	Geotechnical						\$13,094				1.0			\$13,094.20
3							\$0				1.0			\$0.00
	Subtotal - Labor + Overhead + Fixed Fee													\$74,123.49
	Subtotal - Expenses													\$1,470.10
	Subtotal - Subconsultants													\$14,094.20
	<b>Total - 1.01.B Bidding and Construction Phase Services</b>													<b>\$89,690.00</b>



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

J-U-B ENGINEERS, INC. Standard Exhibit A – Construction Phase Services

Client Name: City of Deer Park

Project: General Aviation Apron Expansion and Taxilane Project AIP No. 3-53-0022-024-2018

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

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

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

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

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

CONSTRUCTION PHASE SERVICES

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

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

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

Construction Phase

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

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

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

- 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.



# **EASTERN WASHINGTON FOREST LANDOWNER COST-SHARE INFORMATION AND APPLICATION**

Effective for applications approved during the period  
October 1, 2017 through September 30, 2018

- **IMPROVE FOREST HEALTH**
- **REDUCE RISK OF DAMAGE FROM  
WILDFIRE AND INSECT PESTS**

**THIS PUBLICATION CONTAINS:**

- PROGRAM INFORMATION AND REQUIREMENTS
- LIST OF COST-SHARED PRACTICES
- CURRENT COST-SHARE RATES
- THE COST-SHARE APPLICATION FORM



WASHINGTON STATE  
DEPARTMENT OF NATURAL RESOURCES (DNR)  
cooperating with  
USDA FOREST SERVICE – STATE & PRIVATE FORESTRY

## FREQUENTLY ASKED QUESTIONS

**Q: What is the purpose of this cost-share program?**

A: This program is intended to encourage eligible non-federal forest owners to implement practices which improve forest health and reduce the risk of damage from wildfire and insect infestation on forest lands in Eastern Washington.

**Q: What kinds of things are eligible for cost-sharing?**

A: Flammable brush control, non-commercial thinning, pruning, slash disposal, prescribed burning, and creation of wildfire “defensible space” around structures. Additionally, cost-share funds may be available for landowners who wish to hire a private consulting forester to prepare a Forest Stewardship Plan for their property for a fee – see additional information below.

**Q: Who funds and administers the program?**

A: The program is funded by federal wildfire hazard reduction and forest health grant funds from the USDA Forest Service and state forest health restoration funds appropriated by the Washington State Legislature. The program is administered by the Washington State Department of Natural Resources (DNR).

**Q: Do I need to apply for cost-share funds in order to receive forest management advice from DNR?**

A: No. Landowner Assistance Foresters, and a Statewide Wildlife Biologist, from DNR’s Forest Stewardship Program are available to provide forest management advice statewide. Forest owners can request assistance by contacting DNR Region Landowner Assistance Program Managers listed on Page 4.

**Q: Is funding available throughout Eastern Washington?**

A: Owners of eligible forest land in all eastern Washington counties (includes Skamania) may apply. However, the cost-share program is supported by a variety of different underlying federal and state funding sources. Grant funds which support the cost-share program are usually available for a limited amount of time and are often limited to a specific geographic area. Therefore, availability of funding may vary by location and is subject to change over time.

**Q: Who qualifies for cost-sharing?**

A: Generally, non-federal owners of forest land in eastern Washington are eligible to apply. Examples of eligible parties include individuals, families, tribes, organizations, companies not in the wood processing business, non-profit groups, youth camps, homeowners associations, and state, county, and local government entities. See additional information below.

**Q: Is there a minimum acreage requirement?**

No. There is no minimum ownership size or treatment acreage for brush control, thinning, pruning, and/or slash disposal projects. (There is a minimum acreage requirement if you are applying for a cost-shared Forest Stewardship Plan – see below).

**Q: Is there a maximum acreage requirement?**

A: Yes. Applicants must own no more than a total of 5,000 acres of forest land in the state of Washington to be eligible to apply for cost-share funds. (Public agencies and non-profit conservation organizations are exempt from the maximum acreage requirement).

**Q: Does land need to be in a “forestry” property tax classification to qualify?**

A: No. Forested land qualifies regardless of its property tax classification status.

**Q: How much cost-sharing can a landowner receive?**

A: Approved applicants are reimbursed for 50% of their total actual cost, not to exceed the maximum reimbursement rate shown in the enclosed Cost-Share Rate Schedule (see Pages 5 and 6).

Reimbursement is made at the rates in effect at the time the application was originally approved, regardless of the current rates in effect at the time the work is actually completed.

**Q: Do I need to have a DNR-approved Forest Stewardship Plan to receive cost-sharing?**

A: Properties of 40 or more forested acres require a DNR-approved Forest Stewardship Plan which meets Washington State Integrated Forest Management Plan Guidelines. Specifically, plan requirements and cost-share eligibility are:

Number of Forested Acres In the Ownership	Plan Required?	Cost-Share Available for Plan Development?
Less than 20	No	No
20 or more but less than 40	No (optional at owner's discretion)	Yes
40 or more acres	Yes	Yes

Exceptions to the Forest Stewardship Plan requirement:

- 1) Public agency, non-profit conservation organization projects, and multi-landowner group projects conducted under a Community Wildfire Protection Plan (CWPP) do not require a Forest Stewardship Plan.
- 2) The Forest Stewardship Plan requirement will be waived if cost-share funds are not currently available for plan preparation in the geographic area where the applicant's land is located.

**Q: Can I apply for cost-share funds for a Forest Stewardship Plan even if the plan is not specifically required in my case?**

A: Yes, if the plan will cover at least 20 forested acres. There is no cost-sharing for plans on ownerships less than 20 acres. (This minimum acreage requirement applies only to cost-shared plans. There is no minimum acreage required to apply for cost-share funds for brush control, thinning, pruning, or slash disposal).

**Q: Are there other terms, conditions, or requirements?**

A: The terms, conditions, and requirements are listed on Pages 8 and 9. **BE SURE TO READ ALL OF THESE TERMS, CONDITIONS, AND REQUIREMENTS CAREFULLY AND COMPLETELY BEFORE SUBMITTING YOUR APPLICATION.** You will need to sign the application verifying that you have read, understand, and agree to these terms, conditions, and requirements.

**Q: How do I apply?**

A: You can apply online at <http://surveymonkey.com/s/dnrcostshare> or submit a copy of the enclosed application form (**Page 7 of this publication**) by fax, scan/e-mail, or US Mail directly to the appropriate DNR Region Landowner Assistance Program Manager below:

**For land in Okanogan, Ferry, Stevens, Pend Oreille, Lincoln, and Spokane counties:**

- Myron Boles, NE Region Forest Landowner Assistance Manager, WA DNR, 225 S. Silke Rd., Colville, WA 99114-9369. Direct phone: (509) 685-2716. Region Office Receptionist: (509) 684-7474. FAX: (509) 684-7484. E-mail: [myron.boles@dnr.wa.gov](mailto:myron.boles@dnr.wa.gov) (scan and attach application on Page 7 to e-mail)

**For land in Chelan, Douglas, Kittitas, Yakima, Skamania, Klickitat, Walla Walla, Columbia, Garfield, Asotin, and Whitman counties:**

- Scott Chambers, SE Region Forest Landowner Assistance Manager, WA DNR, 713 Bowers Rd., Ellensburg, WA 98926-9341. Direct phone: (509) 925-0929. Region Office Receptionist: (509) 925-8510. FAX: (509) 925-8522. E-mail: [scott.chambers@dnr.wa.gov](mailto:scott.chambers@dnr.wa.gov) (scan and attach application on Page 7 to e-mail)

**Q: Is there a designated application period?**

A: No. You can apply anytime year around. Applications are approved continuously throughout the year as long as funds are available.

**Q: If I've already started or completed a project, can I still qualify for funding?**

A: No. All cost-shared plans and projects must receive written approval from the DNR before any work begins.

**Q: Are there other cost-share programs available to forest landowners?**

A: Yes. The Environmental Quality Incentive Program (EQIP) is available to farm, ranch, and non-industrial private forest landowners nationwide. EQIP is administered by the USDA Natural Resources Conservation Service (NRCS). EQIP can potentially fund a wide variety of forestry-related practices, however, eligible practices, and their relative priorities and probability of funding, may vary by locality. Contact the local NRCS office which serves the county in which your forest land is located for more information. (Listed under "US Department of Agriculture" in the federal government section of your phone book or go to their website: [wa.nrcs.usda.gov](http://wa.nrcs.usda.gov)).

Additionally, DNR administers two other financial assistance programs for small forest owners:

- Family Forest Fish Passage Program (FFPPP) – Funds projects to remove barriers to fish passage on forest roads. Program Manager: (360) 902-1427. [laurie.cox@dnr.wa.gov](mailto:laurie.cox@dnr.wa.gov)
- Forest Riparian Easement Program (FREP) – Helps compensate small forest owners for the value of timber which, by state law, must be left unharvested to protect riparian areas, fish habitat, and water quality. Program Manager: (360) 902-1404. [daniel.pomerenk@dnr.wa.gov](mailto:daniel.pomerenk@dnr.wa.gov)

**Q: Can I use cost-share funds from this program in conjunction with other federal cost-share or financial incentive program funds for the same project?**

A: Other federally funded programs (e.g. EQIP) cannot be used to pay for the same practices on the same acres as this program. Other federally-funded programs may be used on other parts of your ownership and/or to fund practices entirely different from those funded by this program.

**Q: Who can I contact if I have questions or need more information?**

A: You can contact your DNR Landowner Assistance Forester through the Region Office which serves the area where your land is located.

**For land in Okanogan, Ferry, Stevens, Pend Oreille, Lincoln, and Spokane counties:**

- **Myron Boles, NE Region Forest Landowner Assistance Manager, WA DNR, 225 S. Silke Rd., Colville, WA 99114-9369. Direct phone: (509) 685-2716. Region Office Receptionist: (509) 684-7474. FAX: (509) 684-7484. E-mail: [myron.boles@dnr.wa.gov](mailto:myron.boles@dnr.wa.gov)**

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**Statewide Forest Stewardship Wildlife Biologist**

- Ken Bevis, WA DNR, 713 Bowers Rd., Ellensburg, WA 98926-9341. Cell: (360) 489-4802. Desk: (509) 925-0962. [ken.bevis@dnr.wa.gov](mailto:ken.bevis@dnr.wa.gov)

DNR Small Forest Landowner Office (SFLO)

- Tami Miketa, DNR SFLO Manager, PO Box 47012, Olympia, WA 98504-7012. (360) 902-1415.  
[tamara.miketa@dnr.wa.gov](mailto:tamara.miketa@dnr.wa.gov)

*The Washington State Department of Natural Resources provides services to all eligible persons and entities without discrimination in compliance with federal and state statutes, policies, and executive orders. Funds for this program are provided by the U.S. Department of Agriculture Forest Service. In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination: write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC20250-9410 or call (202) 720-5964 (voice and TDD). The U.S. Department of Agriculture and Washington State Department of Natural Resources are equal opportunity service providers and employers.*

## **COST-SHARE RATE SCHEDULE**

**The following cost-share rates apply to all applications approved from  
October 1, 2017 through September 30, 2018**

- **COST-SHARE PAYMENTS ARE MADE AT THE RATE(S) IN EFFECT AT THE TIME OF INITIAL APPROVAL, AS STATED IN THE APPROVAL LETTER, REGARDLESS OF THE RATES IN EFFECT AT THE TIME OF PRACTICE COMPLETION.**
- **COST-SHARE IS PAID AT 50% OF THE APPLICANT'S WRITTEN DOCUMENTED COST, WITH THE PAYMENT NOT TO EXCEED THE FOLLOWING MAXIMUMS:**

### **FOREST HEALTH IMPROVEMENT/WILDFIRE HAZARD REDUCTION PRACTICES**

BR-1: Brush control	50% of cost, not to exceed \$85.00/acre
BR-2: Brush control (heavy)	50% of cost, not to exceed \$125.00/acre
TH-1: Non-commercial thinning (cut < 500 trees/ac)	50% of cost, not to exceed \$145.00/acre
TH-2: Non-commercial thinning (cut 501-1,000 trees/ac)	50% of cost, not to exceed \$175.00/acre
TH-3: Non-commercial thinning (cut 1001-2000 trees/ac)	50% of cost, not to exceed \$225.00/acre
TH-4: Non-commercial thinning (cut 2001+ trees/ac)	50% of cost, not to exceed \$270.00/acre
PR-1: Pruning (standard – up to 10')	50% of cost, not to exceed \$170.00/acre
PR-2: Pruning (increased difficulty – over 10' or large limbs)	50% of cost, not to exceed \$225.00/acre
PB-1: Prescribed Broadcast Burn	50% of cost, not to exceed \$195.00/acre
SL-1: Slash Disposal (light)	50% of cost, not to exceed \$175.00/acre
SL-2: Slash Disposal (medium)	50% of cost, not to exceed \$290.00/acre
SL-3: Slash Disposal (heavy)	50% of cost, not to exceed \$400.00/acre
SL-4: Slash Disposal (extremely heavy)	50% of cost, not to exceed \$475.00/acre

## **COST-SHARE RATE SCHEDULE (CONTINUED)**

### **FOREST STEWARDSHIP PLANS**

**Plan required if property is 40 or more forested acres (specific exceptions may apply – see details on Pages 3 and 8)**

New Forest Stewardship Plans, prepared by a private sector natural resource professional acceptable to DNR, are reimbursed at 50% of actual cost, not to exceed the amounts shown below. Revision of existing plans (less than 10-years old) is also cost-shared at 50%, however, the maximum cost-share amount is less for a revised plan than for a new plan. Replacement of an existing plan which is older than 10 years is considered a “new” plan.

The following are NOT eligible for cost-sharing:

Plans on properties with less than 20 forested acres; plans prepared by persons with an ownership interest in the property, plans resulting from Forest Stewardship Coached Planning Shortcourses, plans prepared by public employees; plans completed prior to approval of application; plans not meeting written Forest Stewardship Plan Guidelines; and plans prepared for ineligible ownerships.

#### **Acres Covered by Plan**

	<b><u>New Plan</u></b>	<b><u>Revised Plan</u></b>
< 20 acres	No cost share	No cost share
PL-1: 20-100 acres -- 50% of cost, not to exceed	\$ 900 per plan	\$ 500 per plan
PL-2: 101- 250 acres – 50% of cost, not to exceed	\$1,100 per plan	\$ 800 per plan
PL-3: 251- 500 acres – 50% of cost, not to exceed	\$1,500 per plan	\$1,000 per plan
PL-4: 501 – 1000 acres – 50% of cost, not to exceed	\$2,000 per plan	\$1,300 per plan
PL-5: 1001+ acres – 50% of cost, not to exceed	\$2,800 per plan	\$1,600 per plan

**EASTERN WASHINGTON  
FOREST LANDOWNER COST-SHARE APPLICATION  
OCTOBER 1, 2017 - SEPTEMBER 30, 2018**

**Please *PRINT LEGIBLY*. Please read carefully all terms, conditions, and requirements on Pages 8 and 9 then sign the bottom of this page.**

Name(s): City of Deer Park, Tim Verzal, Mayor  
Mailing Address: P.O. Box F, Deer Park, WA 99003

Daytime Phone: ( 509 ) 276-3379 E-mail (optional): deerparkairport@gmail.com

County where property is located: Spokane Nearest town: Deer Park # of forested acres: 1,000

Property location identifiers (if known): \_\_\_\_\_

Legal Description: N1/2 of NE1/4 S32 T29N R43E  
(Example Legal Description: NW 1/4, S 1/2, Section 3, Township 37N, Range 42E).

Tax Parcel Number(s): 39321.0001

(If available, please attach a map or copy of aerial photo to help the forester locate the property)

Name of road from which property can be accessed: Missile Site Road

Does this property have a DNR-approved Forest Stewardship Plan? XY N

If not, do you wish to apply for cost-sharing to hire a private consulting forester to prepare such a plan?

Y N Name and address of consulting forester (if known at this time): \_\_\_\_\_

Northwest Management, Inc., P.O. Box 1103, Deer Park, WA 99006

Please use key words to describe the type and extent of work you would like to do (e.g. thinning and slash disposal – 10 acres, etc.):

Non-commercial thinning and slash disposal on approximately 20 acres.

**I/we understand and agree to the terms, conditions, and requirements of this program.**

**X** \_\_\_\_\_  
Landowner(s) Signature(s) Date

**Submit your cost-share application by any of the following means:**

- Mail, Scan and E-mail, or FAX this page only to the appropriate DNR Region Landowner Assistance Program Manager (see bottom of Page 3) – or –
- Apply online at <http://www.surveymonkey.com/s/dnrcostshare>

## **Forest Landowner Cost-Share Program Terms, Conditions, and Requirements For Applications Approved October 1, 2017 through September 30, 2018**

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### Landowner Eligibility Requirement

The applicant must be a non-federal owner of forest land in eastern Washington.

### Minimum Ownership Requirement

There is no minimum acreage required to apply for forest health improvement/wildfire hazard reduction practices. (There is a minimum acreage if you are applying for cost-sharing to hire a consulting forester to develop a Forest Stewardship Plan for your property – see below).

### Maximum Ownership Limit

The applicant must own no more than a total of five thousand (5,000) forested acres in the state of Washington. (Public agencies and non-profit conservation organizations are exempt from the maximum acreage limitation).

### Maximum Cost-Share Payment

The maximum total potential cost-share that you can be paid will be stated in your approval letter. Assuming all conditions of the program are met, you will be paid either 50% of your total documented cost –OR– the “not to exceed” rate stated in your approval letter, whichever amount is less. If you complete less work than you were originally approved for, your payment will be proportionately less.

### Minimum Treatment Acreage

There is no minimum treatment acreage.

### Maximum Treatment Acreage

There is no maximum treatment acreage.

### Matching Funds Requirement/Other Cost-Share and Financial Incentive Programs

Cost-share recipients must provide written documentation that they have provided a non-federal match for the funds they receive. Other federally-funded cost-share or financial incentive programs (e.g. EQIP) cannot be used to fund the same practices on the same acres as this program.

### Prior Written Approval Requirement

Formal written approval from DNR is required before any work begins.

### Forest Stewardship Plan Requirement

A DNR-approved Forest Stewardship Plan is required for ownerships with 40 or more forested acres.

Exceptions to the above requirement may be made for: a) multi-owner projects being conducted under a Community Wildfire Protection Plan; b) public ownerships c) non-profit conservation organizations with a management plan acceptable to DNR, or d) when there are not adequate funds available to cost-share the preparation of a Forest Stewardship Plan.

### Eligibility of Forest Stewardship Plans for Cost-Sharing

Plans are eligible for cost-sharing if they meet these criteria: 1) Plan is approved by DNR as meeting current Washington State Integrated Forest Management Plan Guidelines 2) Plan covers at least 20 forested acres, 3) Plan is prepared, for a fee, by a private sector natural resource professional acceptable to DNR. Plans prepared by persons with an ownership interest in the property are not eligible for cost-sharing. Plans prepared through participation in the Forest Stewardship Coached Planning Shortcourse are not eligible for cost-sharing.

### Practices Must Meet Specifications

Cost-shared practices must meet written specifications provided, or approved, by DNR. Any change in specifications or practice extents requires written approval in advance from DNR. The applicant is responsible for having, and understanding, written practice specifications before any work commences.

#### Non-Commercial Requirement

Cost-share payments are limited to non-commercial operations in which there was a net cost to the landowner to complete the work. In mixed stands, containing both commercial and non-commercial sized trees, only that portion of the acreage occupied by non-commercial trees is eligible.

#### Slash Disposal

If slash (forest debris) disposal is included in the cost-share approval, the slash must be disposed of according to specifications (e.g. piled and burned, masticated (ground up), chipped, or removed from the site. If slash is disposed of by piling and burning, the piles must be burned before the practice expiration date. Unburned slash piles are not eligible for cost-share reimbursement. Disposal of slash created by commercial harvest is not eligible for cost-sharing, with the following exceptions: 1) In mixed stands containing commercial and non-commercial sized trees, only that portion of the slash resulting from non-commercial trees is eligible. 2) Slash treatment following commercial harvest is eligible in cases where the land has been sold and the new owner (cost-share applicant) did not receive a financial benefit from the harvest.

#### Practices Must Meet Permit and Regulatory Requirements

The applicant is required to comply with all appropriate legal requirements, including obtaining appropriate permits (e.g. approved forest practices application) when required. No cost-share funds will be paid for any practice implemented without proper permits, or for any practice which is out of compliance with regulatory requirements at the time of completion.

#### Cost Documentation Requirement

The applicant must provide DNR with acceptable written documentation (e.g. receipts from contractors and suppliers and/or time logs for do-it-yourself work) of costs incurred for each practice category for which cost-sharing is to be paid. Landowners may charge up to \$25 per hour for do-it-yourself labor, for which they will be reimbursed at 50% up to \$12.50/hour with total reimbursement not to exceed the stated per acre maximums.

#### Timely Completion Requirement

Cost-shared practices must be completed, and reported to DNR, no later than the completion deadline stated in the application approval letter, at which time the approval expires and no cost-sharing will be paid. Applications cannot be renewed or extended.

#### Practice Maintenance Requirement

Cost-share recipients are required to maintain cost-shared practices in a fully viable condition for a period of 15 years. Failure to meet this obligation may require the applicant to repay the government for all, or part, of the cost-share funds received. The landowner is not liable for practice failures caused by events or circumstances beyond their control. There is no obligation whatsoever after the 15 year period.

#### Property Access

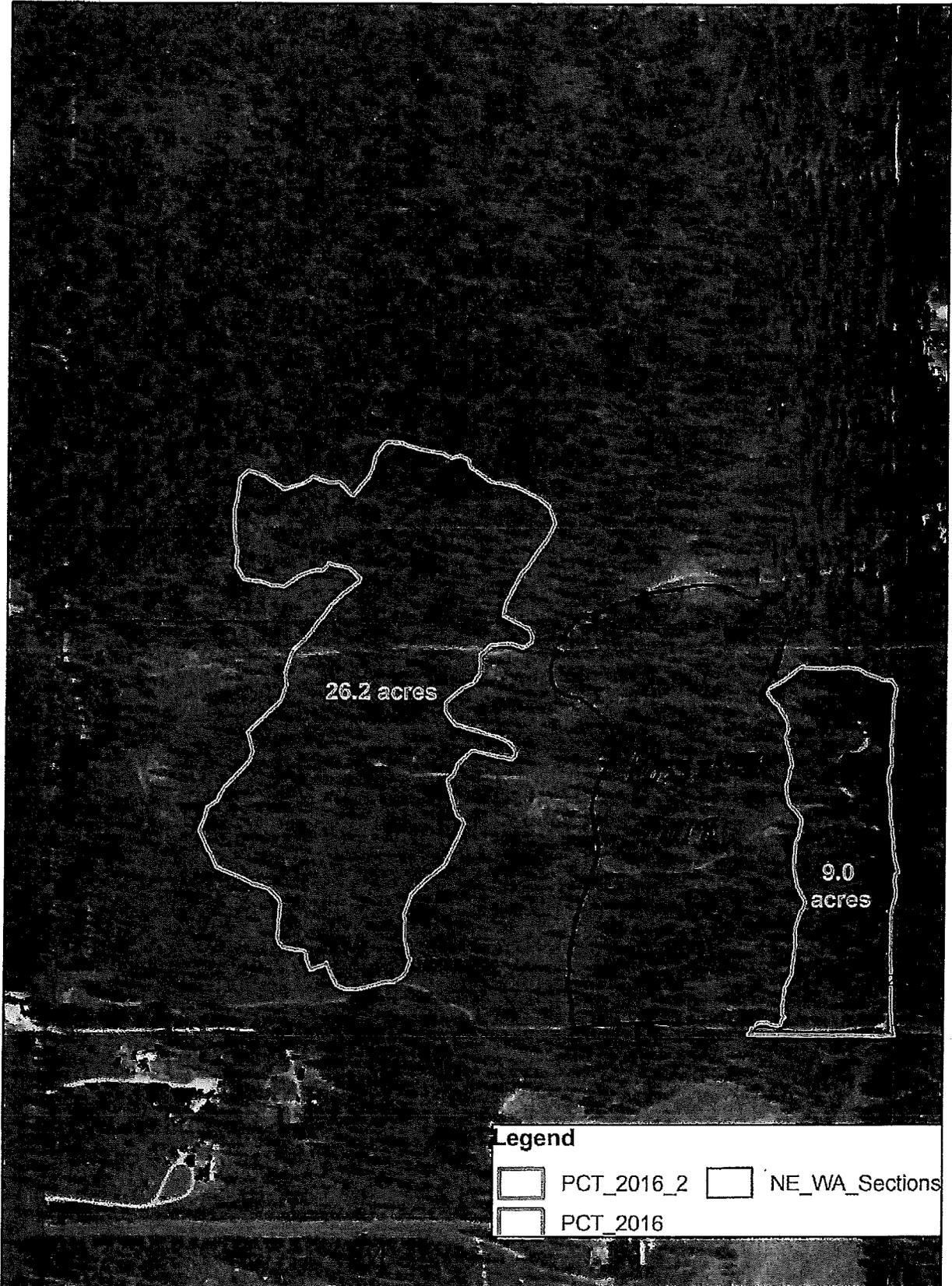
Applicants agree to allow DNR staff, or persons authorized by DNR, access to the property to determine cost-share needs, feasibility, and specifications; certify practice completion; and to determine compliance with the practice maintenance requirement. There is no requirement to allow public access to your property.

#### Submission of Forms and Payment Disclosure

Upon practice completion, cost-share claimants are required to submit forms on which disclosure of the claimant's Social Security Number, or federal Employer Identification Number, is required. Payees must submit Washington State Payee Registration forms, or have an existing valid Payee Registration on file with the Washington State Department of Enterprise Services, before payment can be issued. DNR will provide the necessary forms upon project completion and can submit them on your behalf if you desire. The State of Washington may be required to report your cost-share payment to the IRS in compliance with that agency's regulations.

**PLEASE SIGN THE BOTTOM OF PAGE 7 VERIFYING THAT YOU UNDERSTAND AND AGREE TO THE ABOVE TERMS, CONDITIONS, AND REQUIREMENTS.**

DP AIRPORT PCT 2016  
Sections 29 & 32 T29N R43E



**CITY OF DEER PARK  
RESOLUTION 2018-003**

**A RESOLUTION BY THE CITY COUNCIL FOR THE CITY OF DEER PARK, WASHINGTON,  
STATING THE NEED TO ESTABLISH A CREDIT CARD FOR AUTHORIZED SIGNATURES.**

**CITY OF DEER PARK  
Spokane County, Washington**

**WHEREAS,** the City of Deer Park has a need to establish a credit card for Mayor Timothy Verzal at Washington Trust Bank in Deer Park, Washington which will be used for occasional purchases; and

**WHEREAS,** the authorized signatures will be the Mayor and the Clerk/Treasurer,

**NOW, THEREFORE,** the City Council of the City of Deer Park hereby approves the establishment of a credit card at Washington Trust Bank in Deer Park, Washington and authorizes the signatures to be the Mayor and Clerk/Treasurer.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DEER PARK, WASHINGTON  
THIS 4TH DAY OF APRIL, 2018.

ATTESTS:

\_\_\_\_\_  
Timothy Verzal, Mayor

\_\_\_\_\_  
Deby Cragun, City Clerk/Treasurer



**CITY OF DEER PARK**

**RESOLUTION 2018-004**

**A RESOLUTION BY THE CITY COUNCIL FOR THE CITY OF DEER PARK,  
COUNTY OF SPOKANE, WASHINGTON, TO THE WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION AVIATION DIVISION  
GUARANTEEING GRANT MATCH MONEY AVAILABILITY**

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**WHEREAS**, The City of Deer Park has submitted an Airport Aid Application to the Washington Sate Department of Transportation-Aviation Division (WSDOT-AD) for partial funding of the construction of a 680x35 foot taxi lane and approximately 4625 square yard apron and the grinding removal and replacement of the top 2” of pavement on the apron completed as part of AIP 23 totaling approximately 4625 square yards.

**WHEREAS**, the total project funding is to be comprised of \$ 1,057,620.00 from the Federal Aviation Administration, \$ 58,757.00 from the WSDOT-AD and a mandatory local match amount of \$ \$ 58,757.00 from the Deer Park Municipal Airport Grant Fund #416.

**NOW THEREFORE**, be it resolved that the City Council of the City of Deer Park, Washington, supports this project and allocates \$ 58,757.00 in the 2017 budget to fulfill the local match contribution requirement.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DEER PARK  
WASHINGTON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Timothy Verzal, Mayor

\_\_\_\_\_  
Deby Cragun, Clerk/Treasurer



**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 **36600 through 36629 in the amount of \$90,048.67.**

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

**Council Approval**

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Claims Checks **36600 through 36629 in the amount of \$90,048.67 this 4<sup>th</sup> day of April 2018.**

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_



# Vouchers 2nd Half March 2018

Number	Vendor Name	Account Description	Amount
36600	7C's Construction, Inc	R & M Structures	\$3,924.53
36601	American Linen	Mat Change out	\$75.98
		R & M All Bldgs	\$221.12
		Check Total:	\$297.10
36602	American Water Works Association	Dues/memberships	\$345.00
36603	Anatek Labs	Water Treatment Supplies	\$100.00
36604	Canon Financial Services, INC	Airport Graphics	\$56.97
36605	Centurylink	Long Distance and Fiber billing	\$1,160.17
36606	City Service Valcon, LLC	Fuel Terminal Maint	\$16.00
36607	Data-Linc Group	R & M Scada System	\$1,747.01
36608	David Day	Repair & Maintenance	\$53.51
36609	Deer Park Chamber of Commerce	Chamber Lunches	\$72.00
36610	Department of Retirement System	Professional Services	\$25.00
36611	Environmental Resource Associates	Water Treatment Supplies	\$451.46
36612	Fastenal	Supplies	\$156.71
36613	General Pump Mechanics	Supplies	\$248.63
36614	Jub Engineers, Inc.	Professional Services	\$607.03
		Spokane CO Bldg/plan Checks	\$500.00
		W. Crawford Preservation Construction	\$518.28
		WW Storage Lagoon Liner Replacement	\$3,942.80
		Check Total:	\$5,568.11
36615	Kajun Electric	S. Dalton Emergency Generator	\$15,644.86
36616	Krieger, Roger	APWA CONFRENCE	\$138.00
36617	Lewis, Mark	WOW Conference	\$344.44
36618	MailFinance	Communications	\$330.58
		Folder/inserter	\$536.14
		Check Total:	\$866.72
36619	Reliance Janitorial	Janitorial Services	\$515.00
36620	Ricoh USA, Inc	City Hall copier contract	\$208.62
		Supplies	\$344.70
		Check Total:	\$553.32
36621	Schultz's Aviation, LLC	Management Contract	\$9,166.67
36622	Spokane County Treasurer	Spokane CO Jail Services	\$1,307.61
36623	Spokane County Treasurer	Spokane CO Jail Services	\$2,076.72
36624	Spokane County Treasurer/SCRAPS	Spokane County Regional Animal Control	\$866.35

36625	Spokane County Treasurer's Office	Spok CO Law Enforc Contract	\$38,539.00
36626	Tribune	Advertising	\$20.00
36627	Video Security Technology	Professional Services	\$2,225.00
36628	Western Equipment Dist	Repair & Maintenance	\$2,610.91
36629	Whitney Equipment Company, Inc.	R & M Structures	\$951.87
	<b>Grand Total</b>		<b>\$90,048.67</b>
	<b>Total Accounts Payable for Checks #36600 Through #36629</b>		

**CITY OF DEER PARK**  
**PAYROLL 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 and/or the labor has been performed as described herein and is a just, due and unpaid obligation against the *City of Deer Park*, and that I am authorized to authenticate and certify said Payroll Checks numbered 12894 through 12923 including 941 Taxes in the amount of \$103,818.55.

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

**Council Approval**

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Payroll Checks numbered 12894 through 12923 including 941 Taxes in the amount of \$103,818.55 this 4<sup>th</sup> day of April 2018.

\_\_\_\_\_  
\_\_\_\_\_  
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