

**City of Deer Park
City Council Agenda
February 19, 2020
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,
Caleb Stapp and Ron Scholz

Community Services Director: Roger Krieger
Clerk/Treasurer: Deby Cragun
- 2. Invocation**
- 3. Pledge of Allegiance & Welcome**
- 4. Approval of Agenda**
- 5. Approval of February 05, 2019 regular council meeting minutes.**
- 6. New Business**
 - A. Cooperation Agreement for Community Development Block Grant Funds.
 - B. Task Order 2020-002 Cedar Road N. Extension: 6th St. to Enoch Rd. ~ JUB Engineers, Inc.
- 7. Resolutions**
 - A.
- 8. Ordinances**
 - A.
- 9. Consent Agenda**
 - A. Approval of Voucher Claim Check Nos. 38341 through 38375 including EFT Debits in the amount of \$261,209.48 for the First Half of February 2020.
 - B. Management Contract for 206 S. Main ~ Jeff Hicketier, Ericks Realty.
 - C. Addendum to Lease w/Rent Increase 206 S. Main.
- 10. Interested Citizens: Oral Communications, Requests, Comments from Audience**
- 11. Report of Departments**
- 12. Report of Officers**
 - A. Councilmember E-mail.
- 13. Executive Session**
- 14. Adjournment**

**City of Deer Park
City Council Minutes
February 05, 2020**

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, Caleb Stapp and Ron Scholz |
| Community Services Director: | Roger Krieger, |
| City Staff: | Brad Wainwright |
| Airport Manager: | Darold Schultz, Schultz's Aviation, L.L.C. |
| Clerk/Treasurer: | Deby Cragun |
| Audience: | 15 |

2. Invocation

Pastor David Stapp from the First Baptist Church gave the invocation.

3. Pledge of Allegiance & Welcome

4. Approval of Agenda

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

5. Approval of January 15, 2020 regular council meeting minutes

IT WAS MOVED BY CRAGUN, SECONDED BY STAPP; MOTION CARRIED (5-0) TO APPROVE THE JANUARY 15, 2020 REGULAR COUNCIL MEETING MINUTES AS PRESENTED.

6. New Business

- A. Independent Fee Estimate for Engineering Services Deer Park Airport Master Plan Update ~ Myaak Engineering

Darold Schultz reviewed the Independent Fee Estimate for the Deer Park Airport Master Plan Update.

Following discussion,

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

APPROVE ENGINEERING SERVICES INDEPENDENT FEE ESTIMATE DEER PARK AIRPORT MASTER PLAN UPDATE WITH MYAAK ENGINEERING.

MOTION CARRIED 5-0.

- B. Amendment #3 To Deer Park Municipal Airport Management Agreement~ Schultz's Aviation, LLC.

Darold Schultz reviewed Amendment #3 to The Deer Park Municipal Airport Management Agreement.

Following discussion,

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

APPROVE AMENDMENT #3 TO THE DEER PARK MUNICIPAL AIRPORT MANAGEMENT AGREEMENT WITH SCHULTZ'S AVIATION, LLC.

MOTION CARRIED 5-0.

- C. Deer Park City Hall – HVAC & Bldg. Envelope Upgrade Contract Change Order in the amount of \$3,505.17.

Roger Krieger reviewed the Contract Change Order.

Following discussion,

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

APPROVE HVAC & BLDG. ENVELOPE UPGRADE CONTRACT CHANGE ORDER IN THE AMOUNT OF \$3,505.17.

MOTION CARRIED 5-0.

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.

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

- A. Approval of Voucher Claim Check Nos. 38277 through 38304 including EFT Debits in the amount of \$77,535.89 for the Open Period 2019.
- B. Approval of Voucher Claim Check Nos. 38305 through 38340 including EFT Debits in the amount of \$395,045.53 for the Last Half of January 2020.
- C. Approval of Payroll Check Nos. 13631 through 13660 including 941 Taxes in the amount of \$107,288.72 for the month of January 2020.
- D. Outside Water Service Agreement ~ David and Janyce Taylor

E. Confirmation of Appointment of Brad Wainwright to Supervisor of City Maintenance Services.

10. Interested Citizens: Oral Communications, Requests, and Comments from Audience on Unrelated Agenda Items.

Comments were given.

11. Report of Officers

Councilmember Babb thanked the Utility Clerk for the Fire Hydrant Message that was printed on the Monthly Water Bill.

Councilmember Stapp asked to be educated on the City Hall Building itself and what its challenges are.

Councilmember Scholz gave a shout out to Kiwanis and the Deer Park Chamber of Commerce as both groups did a wonderful job with Winterfest.

12. Executive Session

There was no Executive Session.

13. Adjournment

There being no further business before the Council, Mayor Verzal adjourned the meeting at 7:32 P.M.

Mayor Tim Verzal

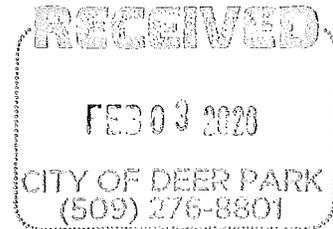
Deby Cragun, City Clerk/Treasurer



COMMUNITY SERVICES, HOUSING, AND COMMUNITY DEVELOPMENT DEPARTMENT
Kathleen Torella, Director

January 31, 2020

Honorable Timothy Verzal
City of Deer Park
P.O. Box F
Deer Park, WA 99006



Dear Mayor Verzal:

Spokane County has participated in the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) entitlement program since 1988 and in the HOME entitlement program since 1991. Every three years, HUD requires Urban County Consortia, such as Spokane County, to re-qualify. Currently, Spokane County is scheduled to re-qualify in 2017 for fiscal years 2021, 2022, and 2023.

The City of Deer Park has been a member of the Spokane County Urban Consortium since 1988.

Enclosed is a list of the projects for which past CDBG funds have been used in Deer Park. The annual average of CDBG funds Deer Park has received is \$93,573, for a grant total of \$2,620,032 over 30 years.

During the re-qualification period, the City of Deer Park may, according to regulations, choose to continue to participate or not, as a member of the consortium. **If you choose to remain in the consortium, please send a letter (sample enclosed) by June 12, 2020 stating your choice.**

If you decide not to participate in the consortium, you need to notify Spokane County and HUD in writing by June 18, 2020. The contact person at HUD is:

John W. Peters
U.S. Department of Housing and Urban Development
Seattle Federal Office Building
909 First Avenue, Suite 300
Seattle, WA 98104-1000



The choice not to participate in the consortium means:

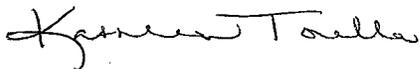
1. The City of Deer Park will not be eligible to receive CDBG and HOME program funds from Spokane County;
2. The population of Deer Park will not be included in the urban county; and
3. The City of Deer Park will be eligible to apply to the State of Washington Department of Community Development for State Community Development Block Grant and HOME program funds.

If the City of Deer Park would like to continue as a consortium member, please review the attached Interlocal Cooperation Agreement. The agreement requires the City of Deer Park to commit to the consortium for a three-year period, unless subsequent notice is given to HUD. Present the agreement to your city council for review, discussion, and acceptance. In addition to sending the initial letter, **please return the signed Interlocal Cooperation Agreement no later than June 22, 2020.** Once the agreement is signed by the Spokane County Board of Commissioners, a copy of the fully executed document will be mailed to you.

In addition to HUD urban qualification notification procedures, there is the inclusion of additional language in the Interlocal Cooperation Agreement, in order to administer the Spokane County Affordable Housing Trust Fund (Substitute House Bill 2060) and the Spokane County Homeless Housing Assistance Act (HHAA) Fund (ESSHB 2163, 1359 and 2331). As in past years, this authorizes Spokane County's Housing and Community Development Advisory Committee (HCDAC) to serve as the regional body for reviewing proposals, initiatives, and making funding recommendations for these programs.

If you have any questions about Spokane County's CDBG, HOME, Affordable Housing Trust Fund, or HHAA programs, please contact Tim Crowley, Division Manager, at 477-4488 or at tcrowley@spokanecounty.org. Thank you.

Sincerely,



Kathleen Torella
Director

RC/tph

Enclosures: 3

**COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING IN
THE CITY OF DEER PARK**

| PROJECT DESCRIPTION | PROGRAM YEAR | FUNDED AMOUNT |
|---------------------------------------|---------------------|----------------------|
| WATER WELL AND TRANSMISSION LINE | 1988 | \$ 290,019 |
| PARK IMPROVEMENTS | 1989 | \$ 30,494 |
| PARK IMPROVEMENTS | 1991 | \$ 7,500 |
| SEWER SYSTEM IMPROVEMENTS | 1991 | \$ 8,581 |
| WATER SYSTEM IMPROVEMENTS | 1994 | \$ 125,000 |
| WATER SYSTEM IMPROVEMENTS | 1994 | \$ 60,000 |
| WATER SYSTEM IMPROVEMENTS | 1996 | \$ 83,000 |
| WATER SYSTEM PLANNING | 1998 | \$ 10,000 |
| WATER SYSTEM IMPROVEMENTS | 1998 | \$ 80,000 |
| SKATE PARK DEVELOPMENT | 1999 | \$ 50,000 |
| STREET IMPROVEMENTS | 2000 | \$ 200,000 |
| DEER PARK FAIR ASSOCIATION | 2001 | \$ 15,000 |
| STREET IMPROVEMENTS | 2003 | \$ 150,403 |
| SENIOR NUTRITION PROGRAM | 2003 | \$ 14,000 |
| SENIOR NUTRITION PROGRAM | 2004 | \$ 10,150 |
| SENIOR NUTRITION PROGRAM | 2005 | \$ 10,000 |
| THE GREENHOUSE - EMERGENCY ASSISTANCE | 2005 | \$ 10,000 |
| STREET IMPROVEMENTS | 2005 | \$ 200,000 |
| SENIOR NUTRITION PROGRAM | 2006 | \$ 10,000 |
| THE GREENHOUSE - EMERGENCY ASSISTANCE | 2006 | \$ 10,000 |
| SENIOR NUTRITION PROGRAM | 2007 | \$ 9,000 |
| WATER SYSTEM IMPROVEMENTS | 2007 | \$ 176,000 |
| SENIOR NUTRITION PROGRAM | 2008 | \$ 5,000 |
| THE GREENHOUSE - EMERGENCY ASSISTANCE | 2008 | \$ 15,000 |
| SENIOR NUTRITION PROGRAM | 2009 | \$ 5,000 |
| THE GREENHOUSE - EMERGENCY ASSISTANCE | 2009 | \$ 15,000 |
| SENIOR NUTRITION PROGRAM | 2010 | \$ 5,000 |
| THE GREENHOUSE - EMERGENCY ASSISTANCE | 2010 | \$ 12,000 |
| SENIOR NUTRITION PROGRAM | 2011 | \$ 8,421 |
| THE GREENHOUSE - EMERGENCY ASSISTANCE | 2011 | \$ 33,684 |
| SENIOR NUTRITION PROGRAM | 2012 | \$ 10,000 |
| THE GREENHOUSE - EMERGENCY ASSISTANCE | 2012 | \$ 20,000 |
| SEWER SYSTEM IMPROVEMENTS | 2012 | \$ 198,718 |
| SENIOR NUTRITION PROGRAM | 2013 | \$ 7,337 |
| THE GREENHOUSE - EMERGENCY ASSISTANCE | 2013 | \$ 31,445 |
| SEWER SYSTEM IMPROVEMENTS | 2014 | \$ 197,550 |
| SENIOR NUTRITION PROGRAM | 2014 | \$ 7,000 |
| THE GREENHOUSE - EMERGENCY ASSISTANCE | 2014 | \$ 30,000 |
| SNAP EMERGENCY HOUSING REPAIR | 2014 | \$ 3,702 |
| SENIOR NUTRITION PROGRAM | 2015 | \$ 8,000 |
| THE GREENHOUSE - EMERGENCY ASSISTANCE | 2015 | \$ 27,360 |
| SNAP EMERGENCY HOUSING REPAIR | 2015 | \$ 3,755 |
| SENIOR NUTRITION PROGRAM | 2016 | \$ 8,000 |

**COOPERATION AGREEMENT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT
AND RELATED FUNDS (HOME, AHTF, HHAA)**

THIS AGREEMENT, made and entered into by and between Spokane County (hereinafter called the County) and the City of Deer Park (hereinafter called the City) this ____ day of _____, 2020.

WITNESSETH

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 and other applicable laws, Spokane County is entitled to receive Community Development Block Grant (CDBG) funds for federal fiscal years 2021, 2022, and 2023; and

WHEREAS, the amount of CDBG funds to which the County may be entitled is in part dependent upon the population of other CDBG eligible applicant cities and towns which by this Agreement elect to participate in the CDBG and HOME Entitlement Program with the County; and

WHEREAS, the purpose of this Cooperation Agreement, which is entered into pursuant to, and in accordance with the State Interlocal Cooperation Act, RCW 39.34 is to plan for, and administer the CDBG Program and the HOME Investment Partnership Program (HOME).

NOW, THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows:

1. The City may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years 2021, 2022, and 2023, the years during which the City is participating in the Spokane County CDBG and HOME Program.
2. The City may not participate in a HOME consortium except through Spokane County, regardless of whether Spokane County receives a HOME formula allocation.
3. The Spokane County urban county qualification period is federal fiscal years 2021, 2022, and 2023.
4. This Agreement remains in effect until the CDBG and HOME funds and income received for federal fiscal years 2021, 2022, and 2023 are expended and the funded activities are completed. The County and the City may not terminate or withdraw from this Agreement while the Agreement remains in effect.
5. The County and the City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.
6. The County and the City will take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. This includes the obligation to comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, as well as obligation to comply with other applicable laws.

7. The County will not use CDBG or HOME funding for activities in, or in support of a City that does not affirmatively further fair housing within the City's jurisdiction or that impedes the County's actions to comply with the County's fair housing certification.
8. The City has adopted and is enforcing: a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and, b) a policy of enforcing applicable State and local laws against physically barring entrance to, or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within jurisdictions.
9. The County and the City will not obstruct the implementation of the approved Consolidated Housing and Community Development Plan and subsequent Annual Action Plan(s) during the period covered by this Agreement.
10. The County has final responsibility for selecting CDBG and HOME activities and annually filing the Consolidated Housing and Community Development Annual Action Plan and the Consolidated Annual Performance and Evaluation Report with the U.S. Department of Housing and Urban Development.
11. The County and City are subject to the same requirements applicable to CDBG subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.
12. The County and City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
13. The City agrees to participate in the Regional County Homeless Program and Regional Affordable Housing Trust Fund Program, both which authorize Spokane County's Housing and Community Development Advisory Committee (HCDAC) to serve as the regional body for reviewing proposals, initiatives, and making funding recommendations for Affordable Housing Trust Fund (2060) and Homeless Housing Assistance Act (HHAA - 2163, 1359, and 2331) activities.
14. The Spokane County's Housing and Community Development Advisory Committee (HCDAC) will review CDBG, HOME, Affordable Housing Trust Fund (2060), and Homeless Housing Assistance Act (HHAA - 2163, 1359, and 2331) program policies, plans, and applicant funding proposals and recommend to the Board of County Commissioners funding of applicant proposals.
15. The Spokane County's Housing and Community Development Advisory Committee (HCDAC) will include a representative of the City appointed by the Spokane County Board of Commissioners in consultation with the Mayor and/or Council of the City.

This Agreement is entered into on this _____ day of _____, 2020 by:

City of Deer Park

Spokane County

 Honorable Timothy Verzal
 Mayor

 Al French
 Chair, Spokane County Board of Commissioners

Sample Letter: Please Print on Official Municipality Letterhead

REQUEST TO PARTICIPATE AS MEMBER OF SPOKANE COUNTY CONSORTIUM FOR
COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT AND RELATED
FUNDING (HOME, AHTF - 2060, HOMELESS HOUSING ASSISTANCE ACT - HHAA)

(Date)

Spokane County Community Services, Housing,
and Community Development Department
312 West 8th Avenue
Spokane, WA 99204

Dear Ms. Torella:

The municipality of _____ hereby officially chooses to participate as a member
of the Spokane County Urban Consortium for the federal fiscal years of 2021, 2022, and 2023.

Sincerely,

Signature
Printed Name and Title



U.S. DEPARTMENT OF COMMERCE
Economic Development Administration
915 Second Avenue, Room 1890
Seattle, Washington 98174
Fax: 206.220.7669
Voice: 206.220.7660

February 11, 2020

Mr. Tim Verzal, Mayor
City of Deer Park
316 E. Crawford Ave.
Deer Park, WA 99006

RE: EDA Award No. 07-01-07525
Cedar Road Industrial Park Infrastructure – AE Agreement

Dear Mayor Verzal:

EDA has reviewed the documentation provided by the City of Deer Park regarding the selection of an A/E for the *Cedar Road Industrial Park Infrastructure* Project. The City of Deer Park has selected to issue a task order to J-U-B Engineers for design and inspection services under an existing base agreement that was competitively procured in accordance with federal requirements.

It is acceptable to EDA that the City of Deer Park enter into a contract with J-U-B Engineers for a fee of \$770,053.55.

If you have any questions, please feel free to contact me at 206-220-7694.

Sincerely,

 TOBEY CLARKIN
2020.02.11
11:07:03 -08'00'

Tobey Clarkin, PE
Civil Engineer/Project Officer

Copy to: Richard Berndt, Economic Development Representative

Local Agency Professional Services Lump Sum Consultant Agreement

Agreement Number: Task Order 2020-002

Does this Require DES filing? Yes No

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Firm/Organization Legal Name (do not use dba's): J-U-B ENGINEERS, Inc. | | | |
| Address 422 W Riverside Ave. Suite 304 Spokane WA 99201 | | Federal Aid Number 07-01-07525 | |
| UBI Number 600 069 561 | | Federal TIN 82-0290774 | |
| Execution Date 2-29-2020 | | Completion Date 9-27-2024 | |
| 1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| Project Title City of Deer Park, Washington Cedar Road North Extension: 6th Street to Enoch Road, Task Order 2020-002 and Parts, and Exhibits | | | |
| Description of Work Prepare construction documents for the construction of Cedar Road North extension consisting of street, water, sewer and stormwater facilities from 6th Street to Enoch Road, see Exhibit A attached, Scope of Work and Assurances. Perform other engineering services related to construction phase services required as shown in Exhibit A (Part B-1) attached. Perform construction inspection services during construction as shown on Exhibit A (Part B-2) attached. Prime Consultant Cost Computations for the project are as set forth in Exhibit D. | | | |
| <input type="checkbox"/> Yes | % | <input checked="" type="checkbox"/> No DBE Participation | Maximum Amount Payable: \$770,053.55 (Lump Sum) Part A Design Services: \$308,022.50 Part B-1 Other Design Services: \$205,345.48 Part B-2 Project Inspection: \$256,685.57 |
| <input type="checkbox"/> Yes | % | <input checked="" type="checkbox"/> No MBE Participation | |
| <input type="checkbox"/> Yes | % | <input checked="" type="checkbox"/> No WBE Participation | |
| <input type="checkbox"/> Yes | % | <input checked="" type="checkbox"/> No SBE Participation | |

Index of Exhibits

| | |
|-----------|-------------------------------------------------------------------|
| Exhibit A | Scope of Work |
| Exhibit B | DBE Participation Plan |
| Exhibit C | Preparation and Delivery of Electronic Engineering and Other Data |
| Exhibit D | Prime Consultant Cost Computations |
| Exhibit E | Sub-consultant Cost Computations |
| Exhibit F | Title VI Assurances |
| Exhibit G | Certification Documents |
| Exhibit H | Liability Insurance Increase |
| Exhibit I | Alleged Consultant Design Error Procedures |
| Exhibit J | Consultant Claim Procedures |

Agreement Number: Task Order 2020-002

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Deer Park, Washington, hereinafter called the "AGENCY," and the "Firm/Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26 shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE firms maximum practicable opportunities.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Roger Krieger
Agency: City of Deer Park
Address: PO Box F
City: Deer Park State: WA Zip: 99006
Email: rkrieger@ci.deerpark.wa.us
Phone: 509-276-8802
Facsimile:

If to CONSULTANT:

Name: Layne Merritt, P.E.
Agency: J-U-B ENGINEERS, Inc.
Address: 422 W. Riverside Ave. Suite 304
City: Spokane State: WA Zip: 99201
Email: lmerritt@jub.com
Phone: 509-458-3727
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. This AGREEMENT may require filing with the Department of Enterprise Services (DES) pursuant to RCW 39.26.140. If such approval is required by DES, this AGREEMENT shall not bind the AGENCY until approved by DES. If the AGREEMENT must be approved by DES, work cannot begin, nor payment made until ten (10) or more working days following the date of filing, and until approved by DES. Any subsequent SUPPLEMENTAL AGREEMENT may also be subject to filing and/or approval from DES. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, or governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number: Task Order 2020-002

Exhibit A
Scope of Work

Federal Aid No.

See Attached

Agreement Number: Task Order 2020-002

EXHIBIT A
CITY OF DEER PARK
CEDAR ROAD NORTH EXTENSION:
6TH STREET TO ENOCH ROAD
CIVIL ENGINEERING
MASTER SERVICES
TASK ORDER NO. 2020-002
PARTS A, B-1, and B-2
SCOPE OF WORK AND ASSURANCES

This Task Order No. 2020-002 Parts A, B-1 and B-2 is made a part of the General Services Agreement between the City of Deer Park, 316 E Crawford, Deer Park Washington, sometimes hereinafter referred to as the "City" or OWNER and J-U-B ENGINEERS, Inc. 422 W. Riverside Ave. Suite 304, Spokane, Washington, sometimes hereinafter referred to as the "Consultant" or ENGINEER for the period beginning January 1, 2018 (the "Agreement"). The terms of the Agreement are incorporated herein and shall apply unless the terms of this Task Order conflict with the terms of the Agreement, in which case, the terms of this Task Order shall apply. This task order modifies the "Agreement" only for purposes of this Task Order to comply with the "Lump Sum" type professional services contract.

ASSURANCES

The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. A statement providing that the Consultant will not discriminate in compliance with 41 C.F.R. 60-1.4(b) shall be stated in all materials soliciting or advertising for employees or subcontractors, and shall be included in all subcontractor contracts. The Consultant shall comply with all parts of C.F.R. 60-1.4(b) and understands that noncompliance may result in the cancelation, termination, or suspension of the Agreement. The Consultant shall comply with 2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

PART "A" DESIGN PHASE SERVICES

OBJECTIVES

The City's objective in this Agreement is to obtain consulting engineering services for the design services for the Cedar Road North extension from 6th Street to Enoch Road. The Consultant shall provide the professional services required to bid the project with direction, review, and support provided by the City of Deer Park. The Consultant shall prepare contract plans, specifications and estimates to bid the project. The Consultant shall coordinate the project, as required, with other regulatory agencies, the City of Deer Park and the lowest responsible Contractor that is awarded the contract. All work & documents provided by the Consultant shall be in compliance with the most current Washington State Department of Transportation Standard Specifications for Roads, Bridge, and Municipal Construction ("hereinafter the WSDOT Standard Specifications") requirements. This design project will be complete and submitted for Agency review on or before December 31, 2020.

PROJECT DESCRIPTION

This project will provide construction documents for the construction of Cedar Road North extension consisting of street, water, sewer and stormwater facilities from 6th Street to Enoch Road. (See attached schedule Exhibit 1A).

TASK 1 PRELIMINARY INVESTIGATIONS

1.1 Kick-off meeting.

Consultant shall facilitate a kick-off meeting between the City of Deer Park and the Consultant team. This meeting will be to review project issues, utilities and illumination goals and concerns of the City as well as any and all other details and/or concepts that are pertinent to the City receiving a successful project.

1.2 Geotechnical engineering.

Consultant shall facilitate on-site exploration and/or testing as required from the project in order to provide the City of Deer Park with clear demolition plans and proper pavement section design for a proper service life of Cedar Road North Extension. On-site exploration will also be required for stormwater design.

1.3 Utilities concerns and meetings with purveyors (phone and power).

The Consultant shall make contact with all utilities purveyors in the Cedar Road North Extension corridor in order to alert them of the nature of the project and obtain their goals and concerns for proper coordination between the Consultant, the City of Deer Park and those utility purveyors.

1.4 Existing connection condition documentation video.

The Consultant shall prepare a digital video tape of the project for its full footage length. The nature of this video will be to clearly and accurately define all existing conditions so that any disagreements or disputes resulting from the construction effort have a clear tracking back to what exactly was the native condition of the project.

1.5 Field surveying, boundary and right-of-way certifications.

The Consultant will provide a field survey crew on the project in order to collect boundary and right-of-way location information required in the creation of base maps for construction documents.

1.6 Base map creation and right-of-way review.

The Consultant shall prepare project base maps for the entire length of the project. The Consultant will work with the City of Deer Park to have those base maps reviewed and to verify the location of previously surveyed right-of-way lines for the project.

1.7 Create triangular irregular data network.

The Consultant shall utilize the field surveying elevation and topographic data in order to create a 3-dimensional model of the project which will be utilized to prepare contractor excavation and embankment quantities to better define the project construction cost opinions.

1.8 Finalize horizontal alignments.

The Consultant shall meet with the City of Deer Park to review existing centerline information and review any conflicts that could be rectified by any alignment shift or relocation.

1.9 Vertical profiles.

The Consultant shall meet with the City of Deer Park to identify areas that may need vertical profile adjustments to facilitate drainage and driveways.

1.10 Roadway sections and details.

The Consultant shall meet with the City of Deer Park to clarify the recommended roadway section requested for use by the City of Deer Park.

1.11 Stormwater drainage options.

The Consultant shall meet with the City of Deer Park to identify potential stormwater issues. Consultant will provide recommended BMP's for the treatment and disposal of stormwater as recommended by the Spokane Regional Stormwater Manual and the Eastern Washington Stormwater Manual.

1.12 Preliminary striping and signing.

The Consultant shall meet with the City of Deer Park to evaluate existing signing and striping and discuss new updates and standards.

TASK 2 ENVIRONMENTAL PROCESS

2.1 Environmental coordination.

45 days prior to start of construction the Consultant will meet condition of FONSI and coordinate the required approved correspondence between Economic Development Administration (EDA) and Washington State Historic Preservation Office (SHPO). Economic Development Administration has already issued an EA and FONSI for this project so no other environmental effort during design is anticipated at this time.

TASK 3 35% DESIGN TASKS (ROAD)

3.1 Approaches and intersections evaluation for alignment and grade design.

The Consultant shall provide design engineering as required for driveway approaches as well as intersection cross streets. These items will be evaluated as well with longitudinal alignment and grade in the preparation of the 35% design package.

3.2 Preliminary earthworks calculations.

Consultant shall prepare earthwork calculations summary in order to show the impact of the project to the City of Deer Park as the design is prepared to its 35% level.

3.3 Preliminary stormwater drainage studies and calculations.

The Consultant shall prepare preliminary drainage studies and calculations information for the collection and treatment and disposal of stormwater.

3.4 Ongoing utility design and coordination (phone, power, gas, fiber optic, communications conduits and vaults only).

The Consultant shall design conduit and vault installation only as well as continue coordination with all utility purveyors along the Cedar Road North Extension project corridor in order for timely and knowledgeable discussion.

3.5 Prepare and submit preliminary design plans, satisfy funding agency requirements.

The Consultant shall prepare and submit preliminary design plan package at the 35% level for review and comment by the City of Deer Park as well as utilities purveyors and other agencies as directed by the City of Deer Park.

3.6 Preliminary design review.

The Consultant shall work with the City of Deer Park to make revisions to the 35% package per comments by the City of Deer Park.

3.7 Update quantities and engineer's opinion of probable construction cost.

The Consultant shall revise all prior project cost opinion quantities and cost opinions and provide the City of Deer Park with an updated 35% level opinion of probable construction cost for the Cedar Road North Extension project.

3.8 Illumination plan.

The Consultant shall provide illumination fixture design and electrical engineering and design as required for illumination.

TASK 4 35% DESIGN TASKS (WATER AND SEWER)

4.1 Water and sewer mainline location design and details.

The Consultant shall provide design engineering as required for water and sewer mainline location design and details.

4.2 Sewer forcemain replacement design.

Consultant shall prepare Sewer forcemain replacement design in order to show the impact of the project to the City of Deer Park as the design is prepared to its 35% level.

4.3 Preliminary service size and location design.

The Consultant shall prepare preliminary service size as the design is prepared to its 35% level.

4.4 Ongoing utility conflicts coordination (water and sewer).

The Consultant shall continue conflicts coordination with all utility purveyors along the Cedar Road North Extension corridor in order for timely and knowledgeable discussion.

4.5 Prepare and submit preliminary design plans, satisfy funding agency requirements.

The Consultant shall prepare and submit preliminary design plan package at the 35% level for review and comment by the City of Deer Park as well as utilities purveyors and other agencies as directed by the City of Deer Park.

4.6 Preliminary design review.

The Consultant shall work with the City of Deer Park to make revisions to the 35% package per comments by the City of Deer Park.

- 4.7 Update quantities and engineer's opinion of probable construction cost.

The Consultant shall revise all prior project cost opinion quantities and cost opinions and provide the City of Deer Park with an updated 35% level opinion of probable construction cost for the Cedar Road North Extension project.

TASK 5 65% DESIGN LEVEL TASKS (ROAD)

- 5.1 Approaches and intersections design.

The Consultant shall provide design engineering as required for driveway approaches as well as intersection cross streets. These items will be evaluated as well as alignment and grade in the preparation of the 65% design package.

- 5.2 Earthwork.

Consultant shall prepare earthwork calculations summary in order to show the impact of the project to the City of Deer Park as the design is prepared to its 65% level.

- 5.3 Stormwater drainage collection and disposal.

The Consultant shall prepare drainage studies and calculations information for the collection and treatment and disposal of stormwater.

- 5.4 Ongoing utility design and coordination (phone, power, gas, fiber optic communications conduits and vaults only).

The Consultant shall design conduit and vault installation only as well as continue coordination with all utility purveyors along the Cedar Road North Extension project corridor in order for timely and knowledgeable discussion.

- 5.5 Prepare and submit design plans, satisfy funding agency requirements.

The Consultant shall prepare and submit preliminary design plan package at the 65% level for review and comment by the City of Deer Park as well as utilities purveyors and other agencies as directed by the City of Deer Park.

- 5.6 Design review.

The Consultant shall work with the City of Deer Park to make revisions to the 65% package per comments by the City of Deer Park.

5.7 Update engineer's opinion of probable construction cost.

The Consultant shall revise all prior project cost opinion quantities and cost opinions and provide the City of Deer Park with an updated 65% level opinion of probable construction cost for the Cedar Road North Extension project.

5.8 Illumination plan.

The Consultant shall provide illumination fixture design and electrical engineering and design as required for illumination.

5.9 Preliminary plans submittal (65%) (roadway).

The Consultant will prepare 65% roadway design drawings.

TASK 6 65% DESIGN LEVEL TASKS (WATER AND SEWER)

6.1 Water and sewer design and details.

The Consultant shall provide design engineering as required for water and sewer design and details.

6.2 Coordination with drainage collection system design.

Consultant shall provide coordination with drainage collection design.

6.3 Utility conflict continued coordination (water and sewer).

The Consultant shall continue conflict coordination with all utility purveyors along the Cedar Road North Extension corridor in order for timely and knowledgeable discussion.

6.4 Prepare and submit design plans, satisfy funding agency requirements.

The Consultant shall prepare and submit preliminary design plan package at the 65% level for review and comment by the City of Deer Park as well as utilities purveyors and other agencies as directed by the City of Deer Park.

6.5 Design review.

The Consultant shall review internally and with City of Deer Park to address concerns and comments and make appropriate changes to the design plans and specifications.

- 6.6 Update engineer's opinion of probable construction cost.

The Consultant shall revise all prior project cost opinion quantities and cost opinions and provide the City of Deer Park with an updated 65% level opinion of probable construction cost for the Cedar Road North Extension project.

- 6.7 65% plans submittal.

The Consultant shall work with the City of Deer Park to make revisions to the 65% package per comments by the City of Deer Park.

TASK 7 95% DESIGN LEVEL TASK (ROAD)

- 7.1 Approaches and intersection design.

The Consultant shall provide design engineering as required for driveway approaches as well as intersection cross streets. These items will be evaluated as well as alignment and grade in the preparation of the 95% design package.

- 7.2 Earthwork.

Consultant shall prepare earthwork calculations summary in order to show the impact of the project to the City of Deer Park as the design is prepared in its 95% state.

- 7.3 Drainage collection and disposal.

The Consultant shall prepare drainage studies and calculations information for the collection and treatment and disposal of stormwater.

- 7.4 Utility continued coordination (phone, power, gas, communications conduits and vaults only, and fiber optic).

The Consultant shall continue coordination with all utility purveyors along the Cedar Road North Extension project corridor in order for timely and knowledgeable discussion.

- 7.5 Final plan profiles/channelization.

The Consultant shall prepare final plan profiles/channelization.

- 7.6 Final roadway sections and details.

The Consultant shall prepare final roadway sections and details.

7.7 Stormwater design and details.

The Consultant shall prepare stormwater design and details.

7.8 Quantities, bid alternatives, opinion of probable construction cost.

The Consultant shall prepare the final quantities and opinion of probable construction cost for the 95% design package.

7.9 Technical specifications.

The Consultant shall prepare technical specifications based on the current edition of the WSDOT Standard Specifications. Incorporate the current amendments to the standard specifications and the general special provisions into the bid documents.

7.10 QA/QC.

The Consultant shall provide an internal QA/QC review of the 95% package.

7.11 Compile final PS&E.

The Consultant shall prepare the final PS&E in accordance with the requirements of the Local Agency Guidelines manual.

7.12 Prepare and submit design plans, satisfy funding agency requirements.

The Consultant shall prepare and submit preliminary design plan package at the 95% level for review and comment by the City of Deer Park as well as utilities purveyors and EDA as directed by the City of Deer Park.

7.13 Design review.

The Consultant shall review internally and with City of Deer Park to address concerns and comments and make appropriate changes to the design plans and specifications.

7.14 Revise design per review comments.

The Consultant shall work with the City of Deer Park to make revisions to the 95% package per comments by the City of Deer Park.

7.15 Update quantities and engineer's opinion of probable construction estimate.

The Consultant shall revise all prior project cost opinion quantities and cost opinions and provide the City of Deer Park with an updated 95% level opinion of probable construction cost for the Cedar Road North Extension project.

7.16 Illumination plan.

The Consultant shall provide illumination fixture design and electrical engineering and design as required for illumination.

TASK 8 95% DESIGN LEVEL TASK (WATER AND SEWER)

8.1 Water and sewer system design and details.

The Consultant shall provide water and sewer system design details as required. These items will be evaluated in the preparation of the 95% design package.

8.2 Fire hydrant location design.

Consultant shall prepare fire hydrant location design as the design is prepared in its 95% state.

8.3 Service line design.

The Consultant shall prepare service line design as the design is prepared in its 95% state.

8.4 Final plan/profiles.

The Consultant shall prepare final plan/profiles.

8.5 Quantities, bid alternatives, construction cost opinions.

The Consultant shall prepare the final quantities, bid alternatives and opinion of probable construction cost for the 95% design package.

8.6 Technical specifications.

The Consultant shall prepare technical specifications based on the current edition of the WSDOT Standard Specifications and AWWA. Incorporate the current amendments to the standard specifications and the general special provisions into the bid documents. Specifications shall incorporate City of Deer Park Water and Sewer Standards and Details.

8.7 QA/QC.

The Consultant shall provide an internal QA/QC review of the 95% package.

8.8 Compile final PS&E.

The Consultant shall prepare the final PS&E in accordance with the requirements of the Local Agency Guidelines manual.

8.9 Prepare and submit design plans, satisfy funding agency requirements.

The Consultant shall prepare and submit preliminary design plan package at the 95% level for review and comment by the City of Deer Park as well as utilities purveyors and EDA as directed by the City of Deer Park.

8.10 Design review.

The Consultant shall review internally and with City of Deer Park to address concerns and comments and make appropriate changes to the design plans and specifications.

8.11 Revise design per review comments.

The Consultant shall work with the City of Deer Park to make revisions to the 95% package per comments by the City of Deer Park.

8.12 Update quantities and engineer's opinion of probable construction cost.

The Consultant shall revise all prior project cost opinion quantities and cost opinions and provide the City of Deer Park with an updated 95% level opinion of probable construction cost for the Cedar Road North Extension project.

TASK 9 FINAL DESIGN

The final design phase shall include the preparation of final detailed construction plans, specifications and contract documents suitable for obtaining competitive construction bids. One complete set of documents is anticipated for the project. The Final Design Services shall more specifically include:

9.1 Finalize drawings.

The Consultant shall incorporate comments received during the design review process (95%) into final project design. Prepare final design drawings in conformance with the WSDOT LAG Manual and the WSDOT Plans Preparation Manual.

9.2 Construction specifications.

The Consultant shall prepare construction specifications based on the current edition of the WSDOT Standard Specifications. Incorporate the current amendments to the standard specifications and the general special provisions into the bid documents. Incorporate the current Federal Davis-Bacon Act and State Prevailing Wages Rates in construction project contract documents.

9.3 Revise opinion of probable construction cost estimates.

The Consultant shall prepare revised estimate of costs based on detailed bid schedules and advise the Owner as to budget status. Identify subcontract opportunities and costs for use in the preparation of any DBE Goals for the project.

9.4 Final engineer's drainage report.

The Consultant shall prepare the final Engineers drainage report.

9.5 Final review with Owner.

The Consultant shall review the final design drawings and associated documents with the owner. Anticipate one (1) final design review meeting.

9.6 Bid advertisement.

The Consultant shall prepare Bid Advertisement, Instruction to Bidders, Bid schedules, Agreement and Bond forms such as Notice of Award, and Notice to Proceed, and other Contract Documents required for solicitation of Bids and execution of a construction contract following bid award.

PART “B-1” OTHER ENGINEERING CONSTRUCTION PHASE SERVICES

OBJECTIVES

The City’s objective in this Agreement is to obtain other consulting engineering services during the construction phase for the Cedar Road North Extension from 6th Street to Enoch Road. The Consultant shall provide the professional services required to bid the project with direction, review, and support provided by the City of Deer Park. The Consultant shall provide construction management from the bidding phase through materials testing, construction staking and office oversight support services for the project. The Consultant shall coordinate, as required, with other regulatory agencies, the City of Deer Park and the lowest responsible contractor that is awarded the contract. All work & documents provided by the consultant shall be in general compliance with the WSDOT Standard Specifications.

PROJECT DESCRIPTION

This project will provide for the construction of Cedar Road North Extension 6th Street to Enoch Road. The required connections of existing streets and intersections with Cedar will also be included in this project. The Consultant shall provide the City of Deer Park the required construction project administration and construction observation for the duration of the project. The project will be administered and materials will be inspected in general accordance with WSDOT Standard Specifications.

TASKS

1. The Consultant shall provide construction engineering services for the duration of the project including pre-construction tasks, questions during bidding, addendums, construction administration and project closeout. The Consultant shall administer construction by attending and assisting the City of Deer Park in conducting the pre-construction conference and providing construction observation with field documentation to assure compliance with the plans and specifications. The Consultant shall act as the City of Deer Park’s representative through the project duration. The Consultant shall review material submittals and project documentation. Change order preparation and recommendation will be prepared by the Consultant to include marked up field drawings.
2. The Consultant shall recommend change orders and work change directives to the City of Deer Park as appropriate and shall prepare change orders and work change directives directed and/or approved by the City. The Consultant will also evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by the contractor, but subject to the provisions of the contract documents.

3. The Consultant will require special inspections and shall provide, through the use of a subconsultant, materials testing services as the work progresses to monitor the contractor's compliance with the contract documents. Such tests may include gradation and compaction tests, asphalt content tests, rice density testing, etc. The frequency and procedures shall be as outlined in the WSDOT Standard Specifications and the project specifications. Test results will be forwarded to the City of Deer Park and the contractor. In addition, field tests shall be documented on WSDOT forms or on a form with equivalent WSDOT information.
4. As part of the construction administration the Consultant shall prepare weekly statement of working days form, certified payrolls, conduct wage rate interviews, payment reviews and assist the City of Deer Park on an as requested basis, for other general office engineering and documentation services in compliance with the requirements of the funding agency, WSDOT Standard Specifications and the project specifications.
5. As part of the construction administration the Consultant shall track the contract materials acceptance using the Record of Materials (ROM) supplied by Local Programs. Also, the Consultant shall sign off on the materials certification at the project closeout.
6. The Consultant shall not be responsible for the acts or omissions of any contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work. The Consultant shall not be responsible for the Contractor's failure to perform or furnish the work in accordance with the contract documents.
7. The Consultant shall perform gravity sewer system, water and other utilities construction staking as required.
8. The Consultant shall re-establish as required, record section and property corner locations for all frontage parcels.
9. The Consultant shall provide drywell registration as required.

PROJECT CLOSEOUT

10. Consultant shall do final compilation of all project records. This will also include verification of Affidavit of Wages Paid, and obtaining releases from the Department of Revenue, Labor and Industries, and Employment Security Department.
11. Consultant shall incorporate contractor provided red lines of as-constructed records on to original to the fullest extent possible.

PART “B-2” PROJECT INSPECTION

OBJECTIVES

The City’s objective is to obtain full time construction observation inspection services for the duration of the construction of the project.

TASKS

1. In connection with observations of the work of the contractor while it is in progress, it is anticipated that the Consultant will provide one on site construction inspector for the duration of the project. The inspector’s duties and responsibilities shall include to act as directed by and under supervision of the Consultant’s project manager, and will confer with the project manager regarding his or her actions. He or She shall attend meetings with the contractor, such as preconstruction conferences, progress meetings, job conferences and other project related meetings.

The construction observer shall act as Consultant’s liaison with the contractor working principally through the contractor’s superintendent and assist in understanding the intent of contract documents. The construction observer shall assist in obtaining additional details or information, when required, from the City of Deer Park, for proper execution of the work. The construction observer shall conduct on-site observations of the work in progress and assist in determining if the work is proceeding in accordance with the contract documents. The construction observer shall report to the project engineer when clarifications and interpretations of the contract documents are needed and transmit to the contractor clarifications and interpretations as issued by the Consultant.

The construction observer shall prepare daily reports recording the contractors’ hours on the job site, weather conditions, data relative to questions of work, change orders or changed conditions, list of job site visitors, daily activities, pay items completed, decisions, observations and specific observations in more detail as in the case of observing test procedures, and send copies to the Consultant’s Project Manager and the Agency.

The construction observer shall assist in the review of applications for payment with the contractor for compliance with the established procedure for their submission and forward with recommendations to the Consultant’s Project Manager, 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 yet incorporated in the work.

Before final completion of the construction is issued, the construction observer shall submit to the contractor a list of observed items requiring completion or

correction. The construction observer will conduct a final inspection walk thru in the company of the Consultant's Project Manager and a representative from the City of Deer Park and the contractor to prepare a final list of items to be completed or corrected. The construction observer will also observe whether all items on the final list have been completed or corrected and make recommendations to the Consultant's Project Manager concerning acceptance and issuance of the notice of acceptability of the work.

Before final completion of the construction is issued, the Consultant will work with the City of Deer Park to confirm completion of items noted.

2. The Consultant shall provide an engineer to serve as the Consultant's Project Manager to provide construction contract administration for the City of Deer Park. The Consultant's responsibilities shall include making visits to the site at intervals appropriate to the various stages of construction in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of the contractor's work. The Consultant shall have the authority to disapprove of or reject the contractor's work while it is in progress if the Consultant believes that such work will not produce a completed project that conforms to the contract documents or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents.

Exhibit 1A

City of Deer Park

Cedar Road North Extension: 6th Street to Enoch Road

Task Order 2020-002 and Parts, and Exhibits

Key Milestones Project Schedule

| | |
|--------------------------------------------------------------------------------------------------------|---------------------|
| City authorizes design contract | Award March 4, 2020 |
| Begin surveying and design | 3/15/2020 |
| Completed 65% plans and construction cost opinions and submit for review | 7/31/2020 |
| Complete final plans, specs and construction cost opinions and secure required approvals including EDA | 9/30/2020 |
| Completion of proposed contract documents sufficient for soliciting bids | 10/15/2020 |

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 **38341 through 38375 including EFT Debits in the amount of \$261,209.48.**

City Clerk/Treasurer

Council Approval

We, the undersigned Council Members of the *City of Deer Park* approve the payment of Claims Checks **38341 through 38375 including EFT Debits in the amount of \$261,209.48 this 19th day of February 2020.**

Vouchers 1st Half Feb 2020

Fiscal: : 2020

Period: 2020 February

| Number | Vendor Name | Account Description | Amount |
|--------|---------------------------------|-----------------------------------------|-------------|
| 38341 | Department of Licensing | 2000 Osh Kosh Snow Blower Tax | \$7,568.50 |
| 38342 | Avista Utilities | Avista Lower Lvl City Hall | \$21.20 |
| | | Old Fire Station | \$462.22 |
| | | Utilities | \$21,394.42 |
| | | Check Total: | \$21,877.84 |
| 38343 | Batteries Plus Bulbs #247 | Battery Back-Up | \$92.29 |
| 38344 | Cd'a Metals | Airport SuppliesSupplies | \$31.85 |
| 38345 | Centurylink | Communications | \$1,709.55 |
| 38346 | City of Deer Park | 12% Utility Tax to Gen/Street Funds | \$18,779.98 |
| | | Full Service Fuel Surcharge | \$219.10 |
| | | Old Fire Station | \$76.43 |
| | | Utilities | \$787.07 |
| | | Check Total: | \$19,862.58 |
| 38347 | City Service Valcon, LLC | Fuel | \$3,988.12 |
| 38348 | Comcast Business | Airport Communications | \$136.20 |
| 38349 | Deer Park Ace Hardware | Central Services Supplies | \$32.71 |
| | | Supplies | \$214.69 |
| | | Tools & Equipment | \$20.77 |
| | | Check Total: | \$268.17 |
| 38350 | Deer Park Chamber of Commerce | Deer Park Chamber Assistance | \$700.00 |
| | | Visitor Information & Tourism Promotion | \$250.00 |
| | | Check Total: | \$950.00 |
| 38351 | Economic Development NW | Economic Develp Contract Jan 2020 | \$1,700.00 |
| 38352 | Flowpoint Environmental Systems | Bulk Water Station Update | \$795.00 |
| 38353 | H.D. Fowler Company | Supplies | \$247.63 |
| 38354 | Inland Feed And Farm | Airport Vehicle Fuel | \$300.00 |
| 38355 | Inland Power And Light | Utilities | \$1,781.37 |
| 38356 | Jub Engineers, Inc. | Airport/cedar RD Engineering | \$1,963.47 |
| | | N. Colville Design | \$8,207.07 |
| | | Professional Services | \$1,164.35 |
| | | Shamrock Glen Construction Observ. | \$654.07 |
| | | STBG ~ Crawford/Colville Design | \$60,264.07 |
| | | SubdivisionHope Meadow Insp. | \$78.08 |
| | | Treatment Lagoon Design | \$22,126.95 |
| | | Check Total: | \$94,458.06 |

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Execution Time: 2 minute(s), 24 second(s) of Deer Park - Register - by Account Description Report

Page 1 of 1

| | | | |
|--------------------------------|---------------------------------------------------------------------|-------------------------------|---------------------|
| 38357 | Les Schwab Tire Center | Airport Repair & Maintenance | \$358.88 |
| 38358 | Multicare Centers of Occupational Medicine | Random Drug Testing | \$140.00 |
| 38359 | Napa Auto Parts | Supplies | \$425.85 |
| | | Tools & Equipment | \$47.75 |
| | | Check Total: | \$473.60 |
| 38360 | Office Depot | Central Services Supplies | \$65.70 |
| | | Supplies | \$73.10 |
| | | Check Total: | \$138.80 |
| 38361 | PacWest Machinery | Airport Supplies | \$312.92 |
| 38362 | Postlewait Code LLC | Spokane CO Bldg/plan Checks | \$1,637.60 |
| 38363 | Prettyman's Septic Service | Airport Waste Services | \$37.84 |
| 38364 | Schultz's Aviation, LLC | Full Service Fuel Surcharge | \$219.10 |
| 38365 | Spokane County Auditor | Water Agreement Taylor Family | \$108.50 |
| 38366 | Spokane County District Court | Professional Services | \$1,085.26 |
| 38367 | Spokane County Treasurer | Spokane CO Jail Services | \$2,346.80 |
| 38368 | Spokane County Treasurer's Office | Spok CO Law Enforc Contract | \$64,167.00 |
| 38369 | Tribune | Communications Public Hearing | \$72.00 |
| 38370 | United States Postal Svc | 2020 PO Box Fees | \$208.00 |
| 38371 | Vision Municipal Solutions LLC | R & M Office Equipment | \$4,625.29 |
| | | Computer Upgrade | \$1,706.39 |
| | | Vision Computer Upgrade | \$4,524.22 |
| | | Check Total: | \$10,855.90 |
| 38372 | Washington State Department of Enterprise Services Financial Office | Building Repairs | \$14,400.00 |
| 38373 | Washington Trust Bank | Communications | \$1.00 |
| | | Dues/memberships | \$42.00 |
| | | R & M Office Equipment | \$64.85 |
| | | Repair & Maintenance | \$11.00 |
| | | Supplies | \$1,191.35 |
| | | Travel/training | \$625.00 |
| | | Check Total: | \$1,935.20 |
| 38374 | Western States Equipment | Cat Supplies | \$56.83 |
| 38375 | WIN-911 Software | Annual Software Update | \$595.00 |
| COMBINED EXCISE FEB 2020 | State of Washington | Excise Tax Remittance | \$5,231.53 |
| | | Fuel Sales Tax | \$1,061.56 |
| | | Check Total: | \$6,293.09 |
| | Grand Total | | \$261,209.48 |

Total Accounts Payable for Checks #38341 Through #COMBINED EXCISE FEB 2020

Management Contract

This agreement dated 1/22/20 (or, when received in the mail) between Ericks Realty and City of Deer Park hereinafter called the Owner, for the rental property located at and described as:

206 S. Main St. Type Comm # of Units 1
Deer Park, WA 99006 1/22/20

TERM: The term of this contract shall begin 1/22/20, and continue indefinitely until either party provides written termination of contract. If contract is terminated by either party, and Ericks Realty has procured a tenant on a lease, the property manager is entitled to management fees until the current Lease expires. Manager is also entitled to any fees and/or repair costs that have been spent on the owner's behalf.

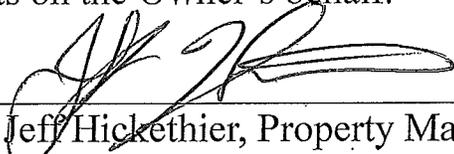
RENT: Rent, which will be \$ 850 ^{900⁰⁰} per month, shall be deposited into the company rental trust account; out of which expenses, the lease-up fee, and management fee shall be deducted. Any expenses incurred over \$100.00 must be approved by the owner. Maintenance performed by Our Employees will be billed out at \$25.00/hour.

LEASE—UP & MANAGEMENT FEES: A lease-up fee of ½ of one month's rent or \$500.00, whichever is greater, shall be due for the first month of tenancy. Beginning month two and every month thereafter, a management fee of \$75.00 or 10% of the gross rent collected, whichever is greater, shall be due.

SECURITY DEPOSIT, DAMAGE, CLEANING DEPOSIT which will be equal to 1 months rent shall be kept in Ericks Realty Rental Trust Account at Washington Trust Bank, Deer Park, WA. 99006

This letter assigns Jeff Hicketier to act as manager, initiate repairs, send monthly statements to Owners, and sign lease documents on the Owner's behalf.

X _____
Owner's Signature
Address: _____
Phone: _____
Email: _____

X 
Jeff Hicketier, Property Manager
Ericks Realty
S. 110 Main Street/PO Box 1124
Deer Park, WA. 99006
Office: 509-276-2919
Email: hick33@hotmail.com

**ADDENDUM TO LEASE
WITH RENT INCREASE**

This Addendum is hereby incorporated and made a part of the Lease Agreement dated 1/31/2020 by and between Ericks Realty property manager and Bryan Howell, Lessee/Tenant, for the property located at 206 S. Main St.

The parties agree to extend said lease with a new termination date of May 30, 2021

The parties also agree to increase the monthly rent amount to 900.00

All other terms and conditions of Original Lease to remain the same.

Date ~~1/31/2020~~ 2/6/2020

X Bryan Howell
Lessee/Tenant

X [Signature]
Property manager

Notary Public
State of Washington
Debra L. Cragun
Commission No. 93531
Commission Expires 06-05-2023

my Commission expires
06-05-2023
Debra L Cragun
Debra L Cragun

