



AGENDA
OMAK CITY COUNCIL MEETING
Monday, March 16, 2020 – 7:00 PM

A. CALL TO ORDER

B. FLAG SALUTE

C. CITIZEN COMMENTS

D. CORRESPONDENCE AND MAYOR’S REPORT

- 1. Arbor Day Proclamation
- 2. Affirm Appointments of Civil Service Board Members
- 3. Affirm Appointments of Building Code Board of Appeals

E. CONSENT AGENDA:

- 1. Approval of minutes from March 2, 2020
- 2. Approval of Claims

G. NEW BUSINESS:

- 1. Res. 19-2020 – Approve Agreement with J-U-B Engineers, Inc.
- 2. Res. 20-2020 – Approve Public Works Contract - Schmitt Electric for Generator Connections
- 3. Res. 21-2020 - Approve Award of Contract - 2020 Water & Sewer System Imprv – POW Contracting

H. OTHER BUSINESS:

- 1. Council Committee Reports
- 2. Staff Reports

Action by City Council

The Omak City Hall is accessible to persons with disabilities. Hearing or visually impaired persons requiring special accommodations should contact the City Clerk one week in advance of the meeting by calling 509-826-1170 or e-mail clerk@omakcity.com in order to be provided assistance.

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Ken Mears
Public Works Director

Date: March 16th, 2020

Subject: Resolution 19-2020 Approving an Agreement with J-U-B Engineers, Inc.

The Attached Resolution: **19-2020, A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AN FAA AGREEMENT FOR PROFESSIONAL SERVICES FOR A.I.P. 3-53-0042-010-2020 WITH J-U-B ENGINEERS, INC.** is forwarded for your consideration.

This Resolution is to approve an agreement for the Rehabilitate parallel taxiway (Phase-2 Construction), including crack and seal coat and markings. This agreement needs to be in place before the construction can begin, and the City Attorney has reviewed and approved the attached agreement.

I support this Resolution and urge its Adoption.

RESOLUTION No. 19-2020

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AN FAA AGREEMENT
FOR PROFESSIONAL SERVICES FOR A.I.P. 3-53-0042-010-2020 WITH J-U-B
ENGINEERS, INC.**

WHEREAS, J-U-B Engineers, Inc. was formally selected to provide engineering and consulting services for the Omak Airport by Resolution 42-2015; and

WHEREAS, the city now requires professional services to assist with the construction services as described in attachment 1 of the FAA funded 2019 Taxiway and Apron Maintenance project; and

WHEREAS, an agreement identifying the project scope and its associated costs, has been prepared in cooperation with J-U-B Engineers, Inc., the Federal Aviation Administration, and City Staff.

NOW, THEREFORE, BE IT RESOLVED by the Omak City Council that the FAA agreement for professional services for AIP 3-53-0042-010-2020 with J-U-B Engineers, Inc., a copy of which is attached hereto and marked as Exhibit "A," is hereby approved and the Mayor is authorized to execute all necessary documents.

PASSED BY THE CITY COUNCIL this _____ day of _____,
2020.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES (FAA FORMAT)
Taxiways and Apron Areas Pavement Maintenance, A.I.P. 3-53-0042-010-2020
Omak Municipal Airport, Washington

THIS AGREEMENT is effective as of the 16th day of March, 2020 by and between, City of Omak, 2 N. Ash St., Omak, WA 98841 hereinafter referred to as the CLIENT, and J-U-B ENGINEERS, Inc., W. 422 Riverside, Suite 304, Spokane, Washington, 99201, an Idaho Corporation, hereinafter referred to as J-U-B.

WHEREAS, the CLIENT intends to: Crack seal, seal coat and apply markings to the taxiways and apron areas, hereinafter referred to as the "Project". The services to be performed by J-U-B are hereinafter referred to as the "Services".

WITNESSETH

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

ARTICLE 1 J-U-B'S SERVICES

1.01 BASIC SERVICES

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

1.02 SCHEDULE OF SERVICES TO BE PERFORMED

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

1.03 ADDITIONAL SERVICES

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

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

**ARTICLE 2
CLIENT'S RESPONSIBILITIES**

2.01 CLIENT'S RESPONSIBILITIES

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

- A. Designate, in writing, a person authorized to act as the CLIENT'S contact. The CLIENT or his designated contact shall receive and examine documents submitted by J-U-B to determine acceptability of said documents, interpret and define the CLIENT'S policies, and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of J-U-B's services.
- B. Make available to J-U-B all technical data that is in the CLIENT'S possession, including maps, surveys, property descriptions, borings, and other information required by J-U-B and relating to its work.
- C. Hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the PROJECT and pay all costs incidental thereto.
- D. Provide legal, accounting and insurance counseling services necessary for the PROJECT. Legal review of the construction Contract Documents, and such writing services as the CLIENT may require to account for the expenditure of construction funds.
- E. Furnish permits and approvals from all governmental authorities having jurisdiction over the PROJECT and from others as may be necessary for completion of the PROJECT.
- F. The CLIENT agrees to cooperate with J-U-B in the approval of all plans, reports and studies, and shall make a timely decision in order that no undue expense will be caused J-U-B because of lack of decisions. If J-U-B is caused extra drafting or other expense due to changes ordered by the CLIENT after the completion and approval of the plans, reports, and studies, J-U-B shall be equitably paid for such extra expenses and services involved.
- G. Guarantee full and free access, with reasonable advance notice, for J-U-B to enter upon all property required for the performance of J-U-B's services under this AGREEMENT.
- H. Give prompt written notice to J-U-B whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT or other event that may substantially affect J-U-B's performance of services under this AGREEMENT.
- I. Promptly prepare and submit reimbursement requests to funding agencies.
- J. Compensate J-U-B for services promptly rendered under this AGREEMENT.
- K. Obtain bids or proposals from contractors for work relating to the PROJECT and bear all costs relating to advertising.
- L. L. When identified in the construction contract documents, provide construction surveys and materials testing by the successful contractor.

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

3.01 BASIC SERVICES COMPENSATION

J-U-B shall provide services in connection with the terms and conditions of this Agreement, and the CLIENT shall compensate J-U-B therefore as detailed in **Attachment 1 – Scope of Services, Basis of Fee and Schedule**.

Partial payment shall be made for the services performed as the work under this AGREEMENT progresses. Such payment is to be made monthly based on the itemized statements, invoices, or other evidences of

performance furnished to and approved by the CLIENT. All claims for payment will be submitted in a form compatible with current practices and acceptable to the CLIENT. Partial payments will include payroll costs, adjusted for payroll burdens, and general and administrative overhead, as well as out-of-pocket expenses, plus that portion of the fixed fee which its percentage of completion bears to the total cost of the fully completed work under this AGREEMENT. The CLIENT shall make full payment of the value of such documented monthly service as verified on the monthly statement.

3.02 ADDITIONAL COMPENSATION

In addition to any and all compensation hereinabove, the CLIENT shall compensate J-U-B for Additional Services, Section 1.03, under a written Authorization for Additional Services executed by both Parties that specifically describes the additional work and the cost associated therewith. These additional services are to be performed or furnished by J-U-B only upon receiving said written authorization from the CLIENT.

3.03 COMPENSATION ADJUSTMENT

CLIENT agrees to provide J-U-B a notice to proceed with Services within 120 days of the effective date of this Agreement identified in Attachment 1. If the notice to proceed with Services is delayed beyond 120 days from the effective date of this Agreement, or service described will not be completed during the term of this Agreement through no fault of J-U-B, the Agreement shall be amended through mutual negotiation to address both schedule and pricing impacts of the delay. CLIENT understands that any pricing increase may not be grant fundable by FAA.

3.04 ADDITIONAL CONDITIONS OF COMPENSATION

The CLIENT and J-U-B further agree that:

- A. J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.
- B. If the CLIENT fails to make monthly payments due J-U-B, J-U-B may, after giving ten (10) days written notice to the CLIENT, suspend services under this Agreement.
- C. When the CLIENT directs that competitive bids be taken for construction on alternate designs, where this involves the preparation of designs, plans, and specifications for alternate facilities, the compensation to J-U-B shall be an additional payment to be negotiated at the time the CLIENT directs that alternative designs, plans, and specifications be prepared, subject to FAA review and approval.
- D. No deductions shall be made from J-U-B's compensation on account of penalty, liquidated damages, or other sums that may be withheld from payments to Contractors.

ARTICLE 4 GENERAL PROVISIONS

4.01 OWNERSHIP OF DOCUMENTS

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

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

Agreements for Professional Services are public records which are generally subject to statutory public disclosure and public website posting requirements, and such disclosure will not be considered "reuse without written consent by J-U-B".

J-U-B shall retain an ownership interest in PROJECT documents that allows their reuse of non-proprietary information on subsequent projects at J-U-B's sole risk.

4.02 DELEGATION OF DUTIES

Neither the CLIENT nor J-U-B shall delegate, assign, sublet or transfer their respective duties under this Agreement without the prior written consent of the other.

4.03 GENERAL

- A. Should litigation occur between the two parties relating to the provisions of this Agreement, court costs and reasonable attorney fees incurred shall be borne by their own party.
- B. Neither party shall hold the other responsible for damage or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.
- C. In the event any provisions of this AGREEMENT shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One (1) or more waivers by either party or any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.
- D. J-U-B shall render its services under this AGREEMENT in accordance with generally accepted professional practices and Standard of Care. J-U-B makes no other warranty for the work provided under this AGREEMENT.
- E. CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.
- F. Any opinion of the estimated construction cost prepared by J-U-B represents its judgment as a design professional and is supplied for the general guidance of the CLIENT. Since J-U-B has no control over the cost of labor and material, or over competitive bidding or market conditions, J-U-B does not guarantee the accuracy of such opinions as compared to Contractor bids or actual costs to the CLIENT.
- G. Any notice or other communications required or permitted by this contract or by law to be served on, given to, or delivered to either party hereto by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or, in lieu of such personal service, when deposited in the United States mail, certified mail, return receipt requested, addressed to the CLIENT at 2 N. Ash St., Omak, WA 98841 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. In soils investigation work and determining subsurface conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. J-U-B will coordinate this work in accordance with generally accepted engineering practices and makes no other warranties, expressed or implied, as to the professional advice furnished by others under the terms of this AGREEMENT.

- I. J-U-B has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work including, but not limited to, aircraft safety precautions, shoring, scaffolding, underpinning, temporary retention of excavations, and any erection methods and temporary bracing.

4.04 MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

This Contract shall be governed by and interpreted under the laws of the State of Washington. The parties agree that in the event it becomes necessary to enforce any of the terms and conditions of this Contract that the forum, venue and jurisdiction in that particular action shall be in Okanogan County, Washington.

4.05 INSURANCE AND INDEMNITY

- A. J-U-B's Insurance. J-U-B agrees to procure and maintain, at its expense, Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damages, and Professional Liability Insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Contract caused by negligent acts, errors, or omissions for which J-U-B is legally liable, subject to and limited by the provisions in Subsection 4.05.D, "Allocation of Risks", if any. J-U-B shall deliver to the CLIENT, prior to execution of the AGREEMENT by the CLIENT and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. J-U-B shall acquire and maintain statutory workmen's compensation coverage. Thirty (30) days advance notice will be given in writing to the CLIENT prior to the cancellation, termination, or alteration of said policies of Insurance.
- B. Indemnification by J-U-B. To the fullest extent permitted by law, J-U-B shall indemnify and hold harmless CLIENT, and CLIENT's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of CLIENT, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of J-U-B or J-U-B's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by CLIENT and J-U-B in Subsection 4.05.D, "Allocation of Risks," if any.
- C. Indemnification by CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless J-U-B, J-U-B's officers, directors, partners, agents, employees, and Consultants from and against any and all claims costs, losses, and damages (including but not limited to all fees and charges of J-U-B, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting

there from, but only to the extent caused by any negligent act, error, or omission of CLIENT or CLIENT's officers, directors, or employees, retained by or under contract to the CLIENT with respect to this AGREEMENT or to the PROJECT.

- D. Allocation of Risks. The CLIENT and J-U-B have discussed the risks, rewards and benefits of the project and the design professional's total fee for services. The risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, J-U-B's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of fees paid to J-U-B under this Agreement. Such causes include, but are not limited to J-U-B's negligence, errors, omission and strict liability. Neither CLIENT nor J-U-B shall be responsible for incidental, indirect or consequential damages.
- E. J-U-B reserves the right to obtain the services of other consulting engineers and consultants experienced in airport work to prepare and execute a portion of the work that relates to the PROJECT.
- F. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B.

4.06 EXTENT OF AGREEMENT

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

4.07 CONSTRUCTION CONTRACTOR'S RESPONSIBILITY

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

4.08 FUNCTION OF ON-SITE OBSERVATION AND PERSONNEL

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

**ARTICLE 5
FAA FEDERAL CLAUSES**

5.01 SUCCESSORS AND ASSIGNMENTS

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

5.02 TERMINATION

A. TERMINATION FOR CONVENIENCE

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

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

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

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

B. TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

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

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

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

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

If, after finalization of the termination action, the CLIENT determines J-U-B was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the CLIENT issued the termination for the convenience of the CLIENT.

- b) **Termination by Consultant:** J-U-B may terminate this Agreement in whole or in part, if the CLIENT:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to J-U-B in accordance with the terms of this Agreement;
 3. Suspends the Project for more than 120 days due to reasons beyond the control of J-U-B.

Upon receipt of a notice of termination from J-U-B, CLIENT agrees to cooperate with J-U-B for the purpose of terminating the agreement or portion thereof, by mutual consent. If CLIENT and J-U-B cannot reach mutual agreement on the termination settlement, J-U-B may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the CLIENT's breach of the contract.

In the event of termination due to CLIENT breach, the Engineer is entitled to invoice CLIENT and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by J-U-B through the effective date of termination action. CLIENT agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

5.03 CERTIFICATIONS OF J-U-B AND CLIENT

- A. The CLIENT and J-U-B hereby certify that J-U-B has not been required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this contract, to:
1. employ or retain, or agree to employ or retain, any firm or persons; or
 2. pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind.
- B. A signed "Certificate for Contracts, Grants, Loans, and Cooperative Agreements" is included with this agreement.

5.04 TAX DELINQUENCY AND FELONY CONVICTIONS

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

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

5.05 CIVIL RIGHTS GENERAL

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

This provision binds J-U-B and 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.

5.06 CIVIL RIGHTS TITLE VI - NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, J-U-B, for itself, subconsultants, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations. J-U-B will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Non-discrimination. J-U-B, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. J-U-B will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by J-U-B for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier will be notified by J-U-B of J-U-B's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. Information and Reports. J-U-B will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CLIENT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities, and instructions. Where any information required of J-U-B is in the exclusive possession of another who fails or refuses to furnish this information, J-U-B will so certify to the CLIENT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of J-U-B's noncompliance with the non-discrimination provisions of this contract, the CLIENT will impose such contract sanctions as it or the FAA, may determine to be appropriate, including, but not limited to:
 1. withholding of payments to J-U-B under the contract until J-U-B complies, and/or
 2. cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions. J-U-B will include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, Regulations and directives issued pursuant thereto. J-U-B will take such action with respect to any subcontract or procurement as the CLIENT or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if J-U-B becomes involved in, or is threatened with, litigation by a subconsultant or supplier as a result of such direction, J-U-B may request the CLIENT to enter into such litigation to protect the interests of the CLIENT. In addition, J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

5.07 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, J-U-B, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

5.08 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26)

- A. The requirements of 49 CFR part 26 apply to this contract. It is the policy of the CLIENT to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The CLIENT encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.
- B. Contract Assurance (§26.13). J-U-B shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. J-U-B shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by J-U-B to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- C. Prompt Payment (§26.29). J-U-B agrees to pay each consultant under this agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment J-U-B receives from the CLIENT. J-U-B agrees further to return retainage payments to each subconsultant within 30 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CLIENT. This clause applies to both DBE and non-DBE subconsultants.

5.09 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20, Appendix A)

- A. No Federal appropriated funds shall be paid, by or on behalf of J-U-B, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal grant, contract, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal contract, loan, grant, or cooperative agreement, J-U-B shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. J-U-B shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

5.10 EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, J-U-B agrees as follows:

- (1) J-U-B will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. J-U-B will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. J-U-B agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) J-U-B will, in all solicitations or advertisements for employees placed by or on behalf of J-U-B, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) J-U-B will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of J-U-B's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) J-U-B will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) J-U-B will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of J-U-B's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and J-U-B may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) J-U-B will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted

by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. J-U-B will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event J-U-B becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

5.11 ACCESS TO RECORDS AND REPORTS

J-U-B must maintain an acceptable cost accounting system. J-U-B agrees to provide the CLIENT, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of J-U-B which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. J-U-B agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

5.12 TRADE RESTRICTION CERTIFICATION (49 CFR Part 30)

By submission of an offer, J-U-B certifies that with respect to this solicitation and any resultant contract, the Offeror -

- A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- C. has not entered into any subcontract for any product to be used on the Federal public works project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

J-U-B must provide immediate written notice to the CLIENT if J-U-B learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. J-U-B shall require subconsultants provide immediate written notice to J-U-B if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a subconsultant:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- 2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- 3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

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

J-U-B agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. J-U-B may rely on the certification of a

prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless J-U-B has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that J-U-B or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the CLIENT cancellation of the contract or subcontract for default at no cost to the CLIENT or the FAA.

5.13 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

J-U-B certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. For each lower tier subcontract that exceeds \$25,000 as a "covered transaction", J-U-B shall verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. J-U-B will accomplish this by:

- 1) Checking the System for Award Management at website: <http://www.sam.gov>
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

5.14 OCCUPATIONAL HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. J-U-B shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. J-U-B retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). J-U-B will address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

5.15 FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

J-U-B has full responsibility to monitor compliance to the referenced statute or regulation. J-U-B will address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

5.16 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), J-U-B and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

5.17 TEXTING WHILE DRIVING.

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" and DOT Order 3902.10 "Text Messaging While Driving" FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

J-U-B has in place a policy within J-U-B Accident Prevention plan that prohibits all employees from texting and driving. J-U-B shall include these policies in each third party subcontract involved on this project.

5.18 HUMAN TRAFFICKING

- A. J-U-B, J-U-B's employees, and subcontractors may not engage in severe forms of trafficking in persons during the period of time that the FAA award is in effect, procure a commercial sex act during the period of time that the award is in effect, or use forced labor in the performance of the award or sub-awards under the award.
- B. For the purpose of this award term, "employee" includes:
 - 1. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award
 - 2. Another person engaged in the performance of the project or program under this award and not compensated by you, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- C. For the purposes of this award term only, "forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- D. For the purposes of this award term only, "severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. 7102).

5.19 ENERGY CONSERVATION

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

5.20 PROHIBITION OF SEGREGATED FACILITIES

- (1) J-U-B agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. J-U-B agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (2) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (3) J-U-B shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

IN WITNESS WHEREOF, the CLIENT and J-U-B hereto have made and executed this AGREEMENT as of the day and year first above written.

CLIENT:

CITY OF OMAK

BY:

Name: Cindy Gagne

Title: Mayor

ATTEST

Name: _____

Title: _____

J-U-B:

J-U-B ENGINEERS, Inc.

By:

Name: Toby Epler

Title: Aviation Manager

ATTEST

Name: Christine Roemeling

Title: Aviation Admin.

Applicable Attachments or Exhibit to this Agreement are indicated as marked

- Certification For Contracts Grants, Loans, and Cooperative Agreements**
- J-U-B Debarment Lookup**
- Attachment 1 – Scope of Services, Basis of Fee and Schedule**
- Attachment 1A – Detailed Scope of Work**
- Attachment 1B – Fee Breakdown**
- Attachment 2 – Special Provisions**
- Exhibit A – Construction Phase Services**
- _____



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| Entity Dashboard | <p>J-U-B ENGINEERS, INC. DUNS: 078408341 CAGE Code: oKJY0 Status: Active Expiration Date: 03/12/2020 Purpose of Registration: All Awards</p> | <p>250 S Beechwood Dr Ste 201 Boise, ID, 83709-0944 , UNITED STATES</p> |
| <ul style="list-style-type: none"> ▶ Entity Overview ▶ Entity Registration <ul style="list-style-type: none"> ▶ Core Data ▶ Assertions ▶ Reps & Certs ▶ POCs ▶ Exclusions <ul style="list-style-type: none"> ▶ Active Exclusions ▶ Inactive Exclusions ▶ Excluded Family Members | <p style="text-align: center;">Entity Overview</p> <hr/> <div style="border: 1px solid black; padding: 5px;"> <p>Entity Registration Summary</p> <p>Name: J-U-B ENGINEERS, INC. Doing Business As: J-U-B Business Type: Business or Organization Last Updated By: Wendy Givens Registration Status: Active Activation Date: 03/13/2019 Expiration Date: 03/12/2020</p> </div> <hr/> <div style="border: 1px solid black; padding: 5px;"> <p>Exclusion Summary</p> <p>Active Exclusion Records? No</p> </div> | |
| <p>RETURN TO SEARCH</p> | | |



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J-U-B ENGINEERS, INC.

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

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

PROJECT NAME: Taxiways and Apron Areas Pavement Maintenance

AIRPORT NAME: Omak Municipal Airport

CLIENT: City of Omak

A.I.P. NUMBER: 3-53-0042-010-2020

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

CLIENT PROJECT NUMBER: _____

ATTACHMENT TO:

- AGREEMENT DATED:** Click or tap to enter a date.; or
- AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:** _____

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

FAA AIP 3-53-0042-010-2020 includes the Project Formulation, Design, Bidding, Construction and Project Closeout Engineering Services for the following work:

- Crack repair, seal coat and pavement markings on the taxiways and aprons areas at the airport.

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

PART 2 - BASIS OF FEE

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

1. Construction Phase

- a. The CLIENT shall compensate J-U-B for the Construction Phase, on a Cost-Plus-Fixed-Fee basis. The CLIENT shall reimburse J-U-B for the following items:
 - i. **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. 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 reasonable salary increases, promotions and other payroll adjustments during the course of this work.
 - ii. **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 61.20 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.
 - iii. **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 112.93 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, at the request of the CLIENT, at intervals not less than every 18 months to support the General and Administrative Overhead for this AGREEMENT.

- iv. **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.
 - v. **Fixed Fee:** The Fixed Fee for performance completed under this task shall be Five Thousand Seventy Dollars and Eighty-Six Cents (\$5,070.86). 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.
- b. Total estimate for Construction Phase, including fixed fee, for the work under this AGREEMENT shall not exceed Forty-Two Thousand One Hundred Seventy Dollars and no/Cents (\$42,170.00). 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 Authorization for Additional Services.
2. Total Project Fees. Total fees as outlined above are Forty-Two Thousand One Hundred Seventy Dollars and no/Cents (\$42,170.00). See Attachment 1B for a detailed fee breakdown.

PART 3 - SCHEDULE OF SERVICES

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

Construction Phase Schedule to be completed by July 31, 2020

This Agreement shall be in effect from March 16, 2020 to December 31, 2021. In the event the services described shall not be completed during the term of this Agreement, the Agreement shall be amended.

This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size of the PROJECT requested by the CLIENT or for delays or other causes beyond J-U-B's control.

Exhibit(s):

- Attachment 1A - Detailed Scope of Work
- Attachment 1B Fee Breakdown
- Standard Exhibit A: Construction Phase Services

For internal J-U-B use only:

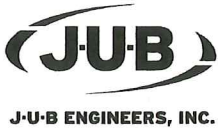
PROJECT LOCATION (STATE): Click or tap here to enter text.

TYPE OF WORK: Choose an item.

GROUP: Airport

PROJECT DESCRIPTION(S):

- A. Airport (A05)
- B. Choose an item.



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

Attachment 1A – Detailed Scope of Work

PROJECT NAME: Taxiway and Apron Areas Pavement Maintenance

AIRPORT NAME: Omak Municipal Airport

CLIENT: City of Omak, Washington

A.I.P. NUMBER: 3-53-0042-010-2020

J-U-B PROJECT NUMBER: TBD

CLIENT PROJECT NUMBER: Click or tap here to enter text.

ATTACHMENT TO:

AGREEMENT DATED: Click or tap to enter a date.; or

AUTHORIZATION FOR ADDITIONAL SERVICES #X; **DATED:** Click or tap to enter a date.

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

PART 1 - PROJECT UNDERSTANDING

FAA AIP 3-53-0042-010-2020 includes the Project Formulation, Construction, and Grant Closeout Engineering Services for the following items:

- Crack seal, seal coat, and apply markings to Taxiways and Apron Areas.

PART 2 - SCOPE OF SERVICES BY J-U-B

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

A. Project Formulation Phase:

1. Assist the CLIENT with Project Scope development and formulation. J-U-B will prepare a Construction Phase Scope of Services narrative and detailed description of all work tasks for CLIENT and FAA review and approval. Discuss review comments and revise accordingly.
2. Upon approval of the Scope of Services, J-U-B will prepare a listing of work tasks in a spreadsheet with person-hours, hourly rates, expenses, and costs for the project. J-U-B shall prepare a detailed cost proposal on the spreadsheet, based on estimates of work to accomplish the Scope of Services.
3. Assist CLIENT with professional services fee review. J-U-B shall meet with the CLIENT to go through the Scope of Services and overall project estimate. J-U-B will explain the anticipated work items, rates and complexity and gain approval of professional services fees..
4. Prepare an Agreement for Professional Services for submittal and review by the CLIENT and FAA. The Agreement shall be comprehensive in description of services and responsibilities of all contract parties.
5. Assist CLIENT with preparation and submittal of a FAA Grant Application for Federal Assistance for the project, including estimated project costs, drawings, and a schedule for FAA submittal prior to beginning of the project.
6. Assist CLIENT in the submittal of FAA Sponsor Certifications. These include the "Selection of Consultants", "Project Plans and Specifications", "Drug Free Workplace", "Equipment/Construction Contracts", "Disclosure Regarding Potential Conflicts" and "Construction Project Final Acceptance".

7. Provide the following services related to Federal Disadvantaged Business Enterprise requirements (DBE).
 - a. Update the DBE Program Plan, as directed by the FAA Office of Civil Rights.
 - b. Update 2021-2023 DBE goal.
 - c. Annual Reporting (2).
8. Prepare and submit four (8) FAA Quarterly Performance Reports throughout the project, this task will include two (2) end of year reports as well.
9. 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 fourteen (14) monthly sets of RFR 'packages' for this project. J-U-B will provide documentation of costs for the CLIENT's use in performing the Request for Reimbursements including consultant invoices, reimbursement spreadsheet and the invoice form for Delphi.

B. Construction Phase:

1. Provide pre-construction coordination; prepare a detailed Pre-Construction Conference agenda and displays; conduct a Pre-Construction Conference on behalf of the CLIENT and prepare and issue minutes of the Pre-Construction Conference; include FAA items in conference agenda. It is anticipated that J-U-B will conduct this meeting at City Hall Council Chambers.
2. Review the Contractor's Work Schedule and verify that it is consistent with the requirements of the Contract Documents. Coordinate construction activity schedule with CLIENT.
3. Obtain and review contractor submitted shop drawings, Contractor Safety and Security Plan, and all submittals required by the Contract Documents. Comment and return all submittals to Contractor for their use and/or revisions and resubmittal.
4. Conduct weekly construction meetings with CLIENT, Contractor and others as appropriate. The Resident Project Representative will hold these meetings on the construction site. Meeting agenda and meeting minutes will be documented and distributed.
5. Prepare and submit daily and weekly field observation reports.
6. Provide one full-time project representative to monitor and document construction activities as appropriate. It is anticipated that J-U-B will provide a Resident Project Representative for a period of 9 working days at 10 hours per day. In addition, the Project Manager will visit the site once a week (2 visits) for 2 hours each visit plus 5 hours of drive time to provide construction review.
7. Provide office administration support and assistance to the Resident Project Representative from the Project Manager or Office Administration as field activities may require.
8. J-U-B shall prepare and recommend pay estimates. Fee estimate is based on three (3) pay requests.
9. Assist CLIENT with review of Contractor weekly payroll certifications and conduct periodic wage rate interviews.
10. Prepare Contract Change Order/Supplemental Agreements in accordance with FAA Order 5100.38D Appendix U. Conduct services associated with evaluation, negotiation, and preparation and processing of Contract Change Orders or Supplemental Agreements. Fee estimate is based on the production of one Change Order.
11. Conduct final and substantial completion inspections.
12. Conduct part-time field observation of project punch list item completion. Issue a recommended final acceptance upon contractor completion of punch list items.
13. Prepare Record drawings of "As Constructed" revisions to Design and Construction Drawings for project improvements as provided by the contractor. Provide CLIENT and FAA with copies of

Record Drawings and one electronic copy to be submitted to the FAA as required. Provide CLIENT with one set of prints of Record Drawings.

C. Project Closeout Phase:

1. Prepare the final project report and close-out documents according to FAA requirements and submit to CLIENT and FAA.
2. Assist and coordinate with independent auditors in locating appropriate documents for performing A-133 annual audit. In addition to finding appropriate project files, answer questions as required.
3. Provide assistance to the CLIENT in assessing, costing, and updating the five-year Capital Improvement Plan for submittal to WSDOT Aviation. It is anticipated that J-U-B will coordinate and attend a planning meeting.

Assumptions:

1. No field survey is required for design.
2. No geotechnical investigations are required.
3. No SMS Plan is required.
4. Contractor will provide construction staking for runway markings
5. No ALP update will be prepared.

For internal J-U-B use only:

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: City

GROUP: Airport

PROJECT DESCRIPTION(S):

- A. Choose an item.
- B. Choose an item.

ATTACHMENT 1B- Fee Breakdown

| PROJECT TITLE: | | FY 2020 Omak Pavement Maintenance Project AIP | | | | | | | | | | | |
|--|---|---|---------------------|-----------------------|------------------------|------------------------|-----------------------|----------------------|---------------------------|-------------------|-------|-----------|-------------------|
| CLIENT: | | City of Omak, WA | | | | | | | | | | | |
| JOB NUMBER: | | 70-20-XXX | | | | | | | | | | | |
| DATE: | | January 31, 2020 | | | | | | | | | | | |
| J-U-B Engineers, Inc. Fee Estimate (Construction Phase) | | | | | | | | | | | | | |
| TASK NO | PROJECT TASK | Principal \$69.00 | Sr. Mgr. \$65.00 | Proj. Mgr. \$54.00 | Proj. Engr. \$47.00 | Design Engr \$37.00 | Envir Spec \$48.00 | Cadd Oper \$32.00 | Const Observer \$39.00 | Admin. \$20.00 | Trips | TOTAL HRS | TASK DIRECT COSTS |
| 001. Project Formulation Phase | | | | | | | | | | | | | |
| 1 | Develop Work Scope for sponsor approval and for review and approval | 1 | 0 | 4 | 2 | 0 | 0 | 0 | 0 | 0 | | 7 | \$379.00 |
| 2 | Prepare work task spreadsheet and cost proposal | 1 | 0 | 4 | 2 | 0 | 0 | 0 | 0 | 0 | | 7 | \$379.00 |
| 3 | Review Professional services fee with Client | 0 | 0 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | | 3 | \$148.00 |
| 4 | Assist CLIENT with Record of Negotiations documentation | 0 | 0 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | | 3 | \$148.00 |
| 5 | Prepare Agreement for Professional Services | 2 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 4 | | 8 | \$326.00 |
| 7 | Assist with FAA Grant Application & schedule | 0 | 0 | 2 | 0 | 4 | 0 | 0 | 0 | 0 | | 6 | \$256.00 |
| 8 | Assist Client with of FAA Sponsor Certifications | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | | 2 | \$74.00 |
| 9 | Provide services for DBE requirements - update Program Plan, Goal, Annual Reporting (2 reports) | 0 | 0 | 8 | 0 | 12 | 0 | 0 | 0 | 0 | | 20 | \$876.00 |
| 10 | Prepare and submit eight (8) quarterly reports, and two (2) year end reports | 0 | 0 | 2 | 8 | 0 | 0 | 0 | 0 | 0 | | 10 | \$484.00 |
| 11 | Prepare and submit RFRs | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 8 | | 12 | \$376.00 |
| 005. Construction Phase | | | | | | | | | | | | | |
| 1 | Pre-Construction conference | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 8 | 0 | 1 | 16 | \$744.00 |
| 2 | Coordinate Contractor's work schedule | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 4 | 0 | | 6 | \$250.00 |
| 3 | Obtain and review shop drawings, CSSP and submittals | 0 | 0 | 2 | 6 | 8 | 0 | 0 | 4 | 0 | | 20 | \$842.00 |
| 4 | Conduct weekly construction meetings | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | | 2 | \$78.00 |
| 5 | Daily and weekly reports | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 2 | | 10 | \$352.00 |
| 6 | Provide one full-time resident project representative (RPR), two trips by PM | 0 | 0 | 16 | 0 | 0 | 0 | 0 | 112 | 0 | 5 | 128 | \$5,232.00 |
| 7 | Provide office support for RPR | 0 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 12 | | 20 | \$616.00 |
| 8 | Review Contractor's pay requests | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 4 | | 6 | \$188.00 |
| 9 | Review payrolls & conduct periodic wage rate interviews | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 16 | | 18 | \$428.00 |
| 10 | Prepare change orders as needed | 0 | 0 | 2 | 4 | 0 | 0 | 0 | 0 | 0 | | 6 | \$296.00 |
| 11 | inspections | 0 | 0 | 16 | 0 | 0 | 0 | 0 | 8 | 0 | 2 | 24 | \$1,176.00 |
| 12 | Part-time field observation for punch-list items | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14 | 0 | 1 | 14 | \$546.00 |
| 13 | Prepare Record Drawings for CLIENT and FAA | 0 | 0 | 2 | 0 | 0 | 0 | 8 | 0 | 0 | | 10 | \$364.00 |
| 006. Project Close Out Phase | | | | | | | | | | | | | |
| 1 | Prepare final project and closeout documents | 0 | 0 | 6 | 10 | 0 | 0 | 0 | 0 | 4 | | 20 | \$874.00 |
| 3 | Assist and coordinate with independent auditors | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | | 2 | \$108.00 |

ATTACHMENT 1B- Fee Breakdown

| PROJECT TITLE: | | FY 2020 Omak Pavement Maintenance Project AIP | | | | | | | | | | | |
|-----------------------|-----------------------|---|---------------------|--------------------------|---------------------------|---------------------------|--------------------------|-------------------------|------------------------------|-------------------|---|--------------|-------------------------|
| CLIENT: | | City of Omak, WA | | | | | | | | | | | |
| JOB NUMBER: | | 70-20-XXX | | | | | | | | | | | |
| DATE: | | January 31, 2020 | | | | | | | | | J-U-B Engineers, Inc. Fee Estimate (Construction Phase) | | |
| TASK NO | PROJECT TASK | Principal \$69.00 | Sr. Mgr. \$65.00 | Proj. Mgr. \$54.00 | Proj. Engr. \$47.00 | Design Engr \$37.00 | Envir Spec \$48.00 | Cadd Oper \$32.00 | Const Observer \$39.00 | Admin. \$20.00 | Trips | TOTAL HRS | TASK DIRECT COSTS |
| 3 | Assist with 5-yr SCIP | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | \$238.00 |

ATTACHMENT 1B- Fee Breakdown

| PROJECT TITLE: | | FY 2020 Omak Pavement Maintenance Project AIP | | | | | | | | | | | | |
|--|---|--|-----------|--------------|-------------|-------------|------------|-----------|----------------|---------|-------|-----------|--------------------|--------------------|
| CLIENT: | | City of Omak, WA | | | | | | | | | | | | |
| JOB NUMBER: | | 70-20-XXX | | | | | | | | | | | | |
| DATE: | | January 31, 2020 | | | | | | | | | | | | |
| J-U-B Engineers, Inc. Fee Estimate (Construction Phase) | | | | | | | | | | | | | | |
| TASK NO | PROJECT TASK | Principal | Sr. Mgr. | Proj. Mgr. | Proj. Engr. | Design Engr | Envir Spec | Cadd Oper | Const Observer | Admin. | Trips | TOTAL HRS | TASK DIRECT COSTS | |
| LABOR: | | | | | | | | | | | | | | |
| | Labor | | 0 | 2 | 60 | 30 | 8 | 0 | 8 | 160 | 38 | 9 | 306 | \$12,332.00 |
| | Direct Overhead | | | | | | | | | 174.13% | | | | \$21,473.71 |
| | Fixed Fee | | | | | | | | | 15.0% | | | | \$5,070.86 |
| | Total Labor + Overhead + Fixed Fee | | | | | | | | | | | | | \$38,876.57 |
| EXPENSES: | | | | | | | | | | | | | | |
| | | Cost Per Unit | Air Trips | Ground Trips | Days | Hours | Trip Miles | | Markup | | | | | |
| | Air Travel | \$600.00 | 0 | | | | | | 1.0 | | | | | \$0.00 |
| | Mileage | \$0.575 | | 9 | | | 290 | | 1.0 | | | | | \$1,500.75 |
| | Per Diem | \$61.00 | | | 11 | | | | 1.0 | | | | | \$671.00 |
| | Lodging | \$108.00 | | | 9 | | | | 1.0 | | | | | \$972.00 |
| | GPS Survey Unit | \$20.45 | | | | | 0 | | 1.0 | | | | | \$0.00 |
| | Printing | \$150.00 | | | | | | | 1.0 | | | | | \$150.00 |
| SUBCONSULTANTS: | | | | | | | | | | | | | | |
| | 1 | | | | | | \$0 | | 1.0 | | | | | \$0.00 |
| | 2 | | | | | | \$0 | | 1.0 | | | | | \$0.00 |
| | 3 | | | | | | \$0 | | 1.0 | | | | | \$0.00 |
| | | Subtotal - Labor + Overhead + Fixed Fee | | | | | | | | | | | \$38,876.57 | |
| | | Subtotal - Expenses | | | | | | | | | | | \$3,293.75 | |
| | | Subtotal - Subconsultants | | | | | | | | | | | \$0.00 | |
| | | Total - Section A.2.- Construction Fees | | | | | | | | | | | \$42,170.00 | |



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

J-U-B ENGINEERS, INC.

Standard Exhibit A – Construction Phase Services

Client City of Omak
Name:

Project: Taxiways and Apron Areas Pavement Maintenance

The FAA Agreement for Professional Services dated March 16, 2020 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
 No
10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- Yes
 No
11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- Yes
 No
12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- Yes
 No
13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- Yes
 No
14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- Yes
 No
15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

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

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

Post-Construction Phase

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

- Yes 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
 No

- Yes 2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
 No

- Yes 3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
 No

- Yes 4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.
 No

- Yes 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.
 No

- Yes 6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.
 No

- Yes 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.
 No

- Yes 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.
 No

- Yes 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.
 No

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.

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: _____
Sponsor's Authorized Representative

Date: _____

Title: _____

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: March 16th, 2020

Subject: **Resolution No. 20-2020** Approving Public Works Contract with Schmitt Electric for Generator Connections.

The attached **Resolution 20-2020, A Resolution of the Omak City Council Approving the Public Works Contract with Schmitt Electric, Inc. For Generator Connections of City Lift Stations and Wells;** it is forwarded for your consideration.

The operations of the City's wells and lift stations during a power outage is critical to the City's health and safety. By adding the ability to connect the mobile generator to these crucial infrastructures during an outage protects the City and Residents from potential risk.

Schmitt Electric, Inc. has submitted a quote estimate for \$20,913.98 plus any required permits and fees, which is over the 2020 budget by \$913.00.

I recommend this resolution.

RESOLUTION NO. 20-2020

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PUBLIC WORKS CONTRACT WITH SCHMITT ELECTRIC, INC. FOR GENERATOR CONNECTIONS OF CITY LIFT STATIONS AND WELLS

WHEREAS, the Public Works Department request backup power at lift stations and wells in the case of power outages; and

WHEREAS, the City has approved the 2020 budget to install generator connections to the lift stations and wells; and

WHEREAS, the completed project is estimated to cost \$20,913.98; and

NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL, that the Public Works Contract, a copy of which is attached as **Exhibit "A,"** be awarded to Schmitt Electric, Inc., with an estimated quote of \$20,913.98, and that the Mayor is authorized to execute all documents necessary to effect this action.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2020.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

EXHIBIT A

Generator Connections

SCOPE OF WORK

March 16th, 2020

This project will involve the Installation of Various Lift Station and Well Connections for the backup generator.

The Omak Public Works Department requires the service of a licensed electrician for the electrical upgrade.

Work performed must be completed no later than June 30th, 2020. Anticipated Notice to Proceed will be submitted if approved by City Council on or before March 17th, 2020.

Materials and Labor: \$19,329.00 See attached: Estimate from Schmitt Electric, INC

Tax: \$1,584.98 (8.2%)

Total \$20,913.98 + Any required permits or fees

SCHMITT ELECTRIC, INC.
INDUSTRIAL AND COMMERCIAL CONTRACTING
509.662.3518 P.O. Box 2093 Wenatchee, WA 98807

03/03/2020

TO: City of Omak

ATTN: Ken Mears, Wayne Beetchenow, Mike Kusick

RE: Generator Connections at Various Lift Stations and Wells

Schmitt Electric appreciates the opportunity to submit the following quote:

BEST WESTERN, WALMART, DEWBERRY LIFT STATIONS

ITEMS INCLUDED:

- > Electrical permit and inspection
- > Provide and install (1) 100 amp, 240 volt, fused disconnect on generator set
- > Provide and install (3) 60 amp, 240 volt, fuses
- > Provide and install (1) 60 amp, 240 volt, receptacle at generator set disconnect
- > Perform (1) lot, rotation check at generator set
- > Perform (1) lot, rotation checks at each site and change to match generator set
- > Provide and construct (1) 50 foot, cord set with pin and sleeve connectors
- > Provide and install (1) lot, conduit and conductors for the above

Estimated cost for "ITEMS INCLUDED" section above-----\$6,892

ASOTIN LIFT STATION

ITEMS INCLUDED:

- > Electrical permit and inspection
- > Provide and install (1) 100 amp, 240 volt, 3 phase, manual transfer switch
- > Provide and install (1) 60 amp, 240 volt, male plug at transfer switch
- > Perform (1) lot, rotation check and change rotation if necessary
- > Provide and install (1) lot, conduit and conductors for the above

Estimated cost for "ITEMS INCLUDED" section above-----\$3,016

EASTSIDE WELL

ITEMS INCLUDED:

- > Electrical permit and inspection
- > Provide and install (1) 100 amp, 240 volt, transfer switch feeding (1) pump
- > Provide and install (1) 60 amp, 240 volt, male plug at transfer switch
- > Perform (1) lot, rotation check and change rotation if necessary
- > Provide and install (1) lot, conduit and conductors for the above

Estimated cost for "ITEMS INCLUDED" section above-----\$4,473

NORTHEAST WELL

ITEMS INCLUDED:

- > Electrical permit and inspection
- > Provide and install (1) 100 amp, 480 volt, fused disconnect at generator set
- > Provide and install (3) 100 amp, fuses
- > Provide and install (1) 100 amp, 480 volt, receptacle at gen set disconnect
- > Perform (1) lot, rotation check at generator set
- > Perform (1) lot, rotation check at site and label for CW or CCW rotation
- > Provide and construct (1) 50 foot cord set for correct rotation of pump

Estimated cost of "ITEMS INCLUDED" section above-----\$4,948

ITEMS NOT INCLUDED:

- > Washington State sales tax
- > Overtime
- > Any items not listed in "ITEMS INCLUDED" section

Estimated cost of all "ITEMS INCLUDED" sections-----\$19,329

Please feel free to contact me regarding any questions or concerns
Thank you,

Jason Butler
Schmitt Electric
509 881 7397

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: March 16th, 2020

Subject: **Resolution No. 21-2020** Award 2020 Sewer and Water System Improvements Project.

The attached **Resolution 21-2020, A Resolution of the Omak City Council Approving Award of the Contract for 2020 Sewer and Water System Improvements Project G&O #19028**; is forwarded for your consideration.

The 2020 Sewer and Water System Improvements Project G&O #19028 was advertised in the Daily Journal of Commerce and the Omak Chronicle on February 19th, 2020 and again in the Chronicle February 26th, 2020.

Bids were opened publicly Wednesday, March 11th, 2020 at 2:00 pm in the Omak City Council Chambers. 2 Bids were received; \$2,027,375.86 from POW Contracting, and \$2,082,433.43 from Pipkin Construction. Bids were reviewed for accuracy by Gray & Osborne, Inc. A minor correction was made but did not affect the final total bid received.

Gray and Osborne recommend the Award to POW Contracting, as the lowest, responsible and responsive bid in the amount of \$2,027,375.86.

I recommend this resolution and urge adoption.

RESOLUTION NO. 21-2020

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AWARD OF THE CONTRACT FOR 2020 SEWER AND WATER SYSTEM IMPROVEMENTS PROJECT G&O #19028

WHEREAS, the 2020 Sewer and Water System Improvements Project was advertised for bids in the Daily Journal of Commerce and the Omak Chronicle, February 19th, 2020 and again in the Omak Chronicle on February 26th, 2020; and

WHEREAS, bids were received until 2:00 pm on Wednesday, March 11th, 2020 and then opened and publicly read aloud; and

WHEREAS, a total of two bids were received; and

WHEREAS, the Cities Consulting Engineers, Gray and Osborne, have reviewed the submittals for the correctness of extensions of prices per unit and total cost, and it is their recommendation to award the contract to, POW Contracting, as the low, responsive, responsible bidder for the contract work to be done.

NOW, THEREFORE BE IT RESOLVED by the Omak City Council, that the Contract for 2020 Sewer and Water System Improvements Project G&O #19028, a copy of which is available for inspection in the Clerk's Office, be awarded to POW Contracting, in the amount of \$2,027,375.86. The Mayor is authorized and directed to execute all necessary contract documents.

PASSED AND APPROVED BY THE OMAK CITY COUNCIL this ____ day of _____, 2020.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney


Gray & Osborne, Inc.
CONSULTING ENGINEERS



March 13, 2020

Mr. Todd McDaniel
City Administrator
2 North Ash Street
Omak, Washington 98841

**SUBJECT: REVIEW OF BIDS, 2020 SEWER AND WATER SYSTEM
IMPROVEMENTS
CITY OF OMAK, OKANOGAN COUNTY, WASHINGTON
G&O #19028**

Dear Mr. McDaniel:

On March 11, 2020, the City of Omak received two bids for the 2020 Sewer and Water System Improvements project.. The bids ranged from \$2,027,375.86 to \$2,082,433.43. The Engineer's Estimate was \$2,470,692.90. Each proposal was checked for correctness of extensions of the prices per unit and the total price. One correction was made; however, this correction did not change the position of the low bidder. We have provided a bid summary with this letter. The bidders and their respective bid amounts, including sales tax where applicable, are as follows:

| | | |
|----|---|-----------------------|
| 1. | POW Contracting (Pasco, Washington) | \$2,027,375.86 |
| 2. | Pipkin Construction (Wenatchee, Washington) | \$2,082,433.43 |
| | Engineer's Estimate..... | \$2,470,692.90 |

The lowest responsive bidder, POW Contracting, of Pasco, Washington, is currently a Washington State registered and licensed contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. To our knowledge, the lowest bidder has not claimed bid error and no formal bidding protests have been recorded. In accordance with RCW 39.04, we have verified the lowest bidder, POW Contracting, of Pasco, Washington, has met the responsibility criteria. The Mandatory Bidder Responsibility Checklist, including documentation, is attached for the City's file.

We have also reviewed the Supplemental Bidder Criteria information submitted by POW Contracting and note that they have included one instance of liquidated damages being assessed on a project within the last five years. We have discussed this issue with both POW Contracting and the City. In addition, we have worked with POW Contracting on



Mr. Todd McDaniel
March 13, 2020
Page 2

many projects within the last five years, including six projects within the City of Omak, and these projects have all been completed within the allowable contract time. Therefore, it is our opinion that this one instance of an assessment of liquidated damages does not constitute a pattern of failing to meet contract time requirements.

Based on our evaluation, we recommend that the project be awarded to the lowest responsive, responsible bidder:

POW Contracting
1105 E. Columbia St.
Pasco, Washington 99302

Please contact us if you have any questions and/or require additional information.

Sincerely,

GRAY & OSBORNE, INC.

David G. Ellis, P.E.

DG/tlf
Encl.

cc: Mr. Ken Mears, Public Works Director, City of Omak, w/encl.

| BIDDER | | ENGINEER'S ESTIMATE | | POW CONTRACTING | | PIPKIN CONSTRUCTION | | |
|--|---|---------------------|--------------|-----------------|--------------|---------------------|--------------|--------------|
| BIDDER ADDRESS | | PO Box 4772 | | PO Box 4772 | | PO Box 3181 | | |
| WASHINGTON STATE WORKMAN'S COMP. ACCT. NO. | | Pasco, WA 99302 | | Pasco, WA 99302 | | Wenatchee, WA 98807 | | |
| WASHINGTON STATE CONTRACTOR'S REG. NUMBER | | 945-922-00 | | 945-922-00 | | 879-334-00 | | |
| BID BOND OR OTHER GOOD FAITH TOKEN | | POW/CO**037R4 | | POW/CO**037R4 | | PIPKIC*066JA | | |
| | | 5% BID BOND | | 5% BID BOND | | 5% BID BOND | | |
| NO. | ITEM | QUANTITY | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| SCHEDULE A: SEWER SYSTEM IMPROVEMENTS | | | | | | | | |
| 1 | Mobilization and Demobilization | 1 LS | \$190,000.00 | \$190,000.00 | \$174,000.00 | \$174,000.00 | \$175,000.00 | \$175,000.00 |
| 2 | Trench Excavation and Demobilization | 1 LS | \$15,000.00 | \$15,000.00 | \$45,000.00 | \$45,000.00 | \$60,000.00 | \$60,000.00 |
| 3 | Temporary Excavation Safety Systems | 1 LS | \$10,000.00 | \$10,000.00 | \$15,000.00 | \$15,000.00 | \$1,000.00 | \$1,000.00 |
| 4 | Temporary Erosion Control | 1 LS | \$20,000.00 | \$20,000.00 | \$8,000.00 | \$8,000.00 | \$50,000.00 | \$50,000.00 |
| 5 | Traffic Control | 1 LS | \$1,000.00 | \$1,000.00 | \$500.00 | \$500.00 | \$300.00 | \$300.00 |
| 6 | SPCC Plan | 1 LS | \$20,000.00 | \$20,000.00 | \$10,000.00 | \$10,000.00 | \$70,000.00 | \$70,000.00 |
| 7 | Temporary Bypass Pumping | 1 LS | \$20,000.00 | \$20,000.00 | \$850.00 | \$12,750.00 | \$600.00 | \$9,000.00 |
| 8 | Exploratory Excavation | 15 EA | \$2,000.00 | \$30,000.00 | \$850.00 | \$17,000.00 | \$600.00 | \$12,000.00 |
| 9 | Expose Existing Utility | 20 EA | \$2,000.00 | \$40,000.00 | \$850.00 | \$17,000.00 | \$600.00 | \$12,000.00 |
| 10 | Controlled Density Fill | 50 CY | \$250.00 | \$12,500.00 | \$200.00 | \$10,000.00 | \$165.00 | \$8,250.00 |
| 11 | Minor Changes | 1 CALC | \$30,000.00 | \$30,000.00 | \$30,000.00 | \$30,000.00 | \$30,000.00 | \$30,000.00 |
| 12 | Foundation Gravel | 50 CY | \$40.00 | \$2,000.00 | \$50.00 | \$2,500.00 | \$35.00 | \$1,750.00 |
| 13 | Bank Run Gravel for Trench Backfill | 1600 CY | \$40.00 | \$64,000.00 | \$35.00 | \$56,000.00 | \$35.00 | \$56,000.00 |
| 14 | Side Sewer Television Inspection | 5400 LF | \$2.00 | \$10,800.00 | \$12.00 | \$64,800.00 | \$4.25 | \$22,950.00 |
| 15 | PVC Sanitary Sewer Pipe and Fittings 12-Inch Diameter, Including Bedding Material | 460 LF | \$120.00 | \$55,200.00 | \$140.00 | \$64,400.00 | \$84.00 | \$38,640.00 |
| 16 | PVC Sanitary Sewer Pipe and Fittings 10-Inch Diameter, Including Bedding Material | 370 LF | \$100.00 | \$37,000.00 | \$140.00 | \$51,800.00 | \$80.00 | \$29,600.00 |
| 17 | PVC Sanitary Sewer Pipe and Fittings 8-Inch Diameter, Including Bedding Material | 2320 LF | \$90.00 | \$208,800.00 | \$140.00 | \$324,800.00 | \$79.00 | \$183,280.00 |
| 18 | HDPE Sanitary Sewer Pipe and Fittings for Pipe Bursting 12-Inch Diameter | 700 LF | \$130.00 | \$91,000.00 | \$125.00 | \$87,500.00 | \$95.00 | \$66,500.00 |
| 19 | HDPE Sanitary Sewer Pipe and Fittings for Pipe Bursting 8-Inch Diameter | 1050 LF | \$90.00 | \$94,500.00 | \$125.00 | \$131,250.00 | \$55.00 | \$57,750.00 |
| 20 | PVC Side Sewer Pipe and Fittings 4-Inch Diameter, Including Bedding Material | 380 LF | \$100.00 | \$38,000.00 | \$125.00 | \$47,500.00 | \$78.00 | \$29,640.00 |
| 21 | HDPE Side Sewer Pipe and Fittings for Pipe Bursting 4-Inch Diameter | 4250 LF | \$50.00 | \$212,500.00 | \$8.00 | \$34,000.00 | \$22.00 | \$93,500.00 |
| 22 | Solid Wall PVC Storm Sewer Pipe and Fittings 21-Inch Diameter, Including Bedding Material | 50 LF | \$200.00 | \$10,000.00 | \$200.00 | \$10,000.00 | \$190.00 | \$9,500.00 |
| 23 | Solid Wall PVC Storm Sewer Pipe and Fittings 18-Inch Diameter, Including Bedding Material | 120 LF | \$160.00 | \$19,200.00 | \$100.00 | \$12,000.00 | \$169.00 | \$20,280.00 |
| 24 | Solid Wall PVC Storm Sewer Pipe and Fittings 12-Inch Diameter, Including Bedding Material | 380 LF | \$120.00 | \$45,600.00 | \$60.00 | \$22,800.00 | \$88.00 | \$33,440.00 |
| 25 | Solid Wall PVC Storm Sewer Pipe and Fittings 8-Inch Diameter, Including Bedding Material | 110 LF | \$100.00 | \$11,000.00 | \$50.00 | \$5,500.00 | \$72.00 | \$7,920.00 |
| 26 | Solid Wall PVC Storm Sewer Pipe and Fittings 6-Inch Diameter, Including Bedding Material | 20 LF | \$60.00 | \$1,200.00 | \$70.00 | \$1,400.00 | \$65.00 | \$1,300.00 |

DATE: 03/2020
DRAWN: TLF
CHECKED: DE
APPROVED: DE

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS


CITY OF OMAK, WASHINGTON
2020 SEWER AND WATER SYSTEM IMPROVEMENTS
GRAY & OSBORNE #19028

| BIDDER | | ENGINEER'S ESTIMATE | | | POW CONTRACTING | | | PIPKIN CONSTRUCTION | | |
|---|---|---------------------|-------------|-----------------------|-----------------|-----------------------|-------------|-----------------------|------------|--------|
| NO. | ITEM | QUANTITY | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 26 | Solid Wall PVC Storm Sewer Pipe and Fittings 4-Inch Diameter, Including Bedding Material | 20 LF | \$60.00 | \$1,200.00 | \$40.00 | \$800.00 | \$60.00 | \$1,200.00 | | |
| 27 | Corrugated Polyethylene Storm Sewer Pipe and Fittings 12-Inch Diameter, Including Bedding | 70 LF | \$120.00 | \$8,400.00 | \$100.00 | \$7,000.00 | \$80.00 | \$5,600.00 | | |
| 28 | Corrugated Polyethylene Storm Sewer Pipe and Fittings 8-Inch Diameter, Including Bedding Material | 10 LF | \$100.00 | \$1,000.00 | \$100.00 | \$1,000.00 | \$75.00 | \$750.00 | | |
| 29 | Abandon Existing Manhole | 3 EA | \$2,000.00 | \$6,000.00 | \$1,250.00 | \$3,750.00 | \$760.00 | \$2,280.00 | | |
| 30 | Remove Existing Manhole | 3 EA | \$4,000.00 | \$12,000.00 | \$500.00 | \$1,500.00 | \$1,200.00 | \$3,600.00 | | |
| 31 | Manhole 48-Inch Diameter, Type 1 | 23 EA | \$6,000.00 | \$138,000.00 | \$4,000.00 | \$92,000.00 | \$4,200.00 | \$96,600.00 | | |
| 32 | Outside Drop Manhole 48-Inch Diameter, Type 1 | 1 EA | \$9,000.00 | \$9,000.00 | \$3,000.00 | \$3,000.00 | \$10,000.00 | \$10,000.00 | | |
| 33 | Manhole Additional Height 48-Inch Diameter, Type 1 | 51 LF | \$400.00 | \$20,400.00 | \$350.00 | \$17,850.00 | \$100.00 | \$5,100.00 | | |
| 34 | Connection to Existing Manhole | 2 EA | \$1,000.00 | \$2,000.00 | \$1,500.00 | \$3,000.00 | \$6,800.00 | \$13,600.00 | | |
| 35 | Side Sewer Connection | 70 EA | \$2,000.00 | \$140,000.00 | \$750.00 | \$52,500.00 | \$1,900.00 | \$133,000.00 | | |
| 36 | Sewer Cleanout | 70 EA | \$1,000.00 | \$70,000.00 | \$750.00 | \$52,500.00 | \$1,900.00 | \$133,000.00 | | |
| 37 | Catch Basin Type 1 | 1 EA | \$2,500.00 | \$2,500.00 | \$1,750.00 | \$1,750.00 | \$1,350.00 | \$1,350.00 | | |
| 38 | Catch Basin Type 2 | 4 EA | \$8,000.00 | \$32,000.00 | \$2,750.00 | \$11,000.00 | \$4,600.00 | \$18,400.00 | | |
| 39 | Monument Case and Cover | 1 EA | \$2,500.00 | \$2,500.00 | \$1,500.00 | \$1,500.00 | \$650.00 | \$650.00 | | |
| 40 | Cement Concrete Curb and Gutter Repair | 220 LF | \$100.00 | \$22,000.00 | \$150.00 | \$33,000.00 | \$75.00 | \$16,500.00 | | |
| 41 | Depressed Cement Concrete Curb and Gutter Repair | 20 LF | \$100.00 | \$2,000.00 | \$150.00 | \$3,000.00 | \$75.00 | \$1,500.00 | | |
| 42 | Cement Concrete Sidewalk Repair | 60 SY | \$100.00 | \$6,000.00 | \$150.00 | \$9,000.00 | \$190.00 | \$11,400.00 | | |
| 43 | Cement Concrete Pavement Repair | 15 SY | \$120.00 | \$1,800.00 | \$150.00 | \$2,250.00 | \$200.00 | \$3,000.00 | | |
| 44 | Crushed Surfacing Top Course | 450 TN | \$50.00 | \$22,500.00 | \$35.00 | \$15,750.00 | \$58.00 | \$26,100.00 | | |
| 45 | HMA for Pavement Repair Cl. 1/2" PG 64H-28 | 3600 SY | \$80.00 | \$288,000.00 | \$14.00 | \$50,400.00 | \$35.00 | \$126,000.00 | | |
| 46 | Site Restoration and Rehabilitation | 1 LS | \$30,000.00 | \$30,000.00 | \$65,000.00 | \$65,000.00 | \$50,000.00 | \$50,000.00 | | |
| | Subtotal Schedule A: | | | \$2,086,600.00 | | \$1,666,050.00 | | \$1,727,230.00 | | |
| | Sales Tax @ 8.2% | | | \$171,101.20 | | \$136,616.10 | | \$141,632.86 | | |
| | TOTAL CONSTRUCTION COST SCHEDULE A: | | | \$2,257,701.20 | | \$1,802,666.10 | | \$1,868,862.86 | | |
| SCHEDULE B: MONTVU DRIVE WATER SYSTEM IMPROVEMENTS | | | | | | | | | | |
| 1 | Mobilization and Demobilization | 1 LS | \$20,000.00 | \$20,000.00 | \$17,000.00 | \$17,000.00 | \$25,000.00 | \$25,000.00 | | |
| 2 | Trench Excavation Safety Systems | 1 LS | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | | |
| 3 | Temporary Erosion Control | 1 LS | \$2,000.00 | \$2,000.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | | |
| 4 | Traffic Control | 1 LS | \$2,000.00 | \$2,000.00 | \$15,000.00 | \$15,000.00 | \$10,000.00 | \$10,000.00 | | |
| 5 | SPCC Plan | 1 LS | \$1,000.00 | \$1,000.00 | \$500.00 | \$500.00 | \$300.00 | \$300.00 | | |
| 6 | Exploratory Excavation | 3 EA | \$2,000.00 | \$6,000.00 | \$300.00 | \$900.00 | \$600.00 | \$1,800.00 | | |
| 7 | Controlled Density Fill | 10 CY | \$250.00 | \$2,500.00 | \$200.00 | \$2,000.00 | \$165.00 | \$1,650.00 | | |
| 8 | Minor Changes | 1 CALC | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | | |
| 9 | Foundation Gravel | 15 CY | \$40.00 | \$600.00 | \$50.00 | \$750.00 | \$33.00 | \$495.00 | | |

DATE: 03/2020
DRAWN: TLF
CHECKED: DE
APPROVED: DE

CITY OF OMAK, WASHINGTON
2020 SEWER AND WATER SYSTEM IMPROVEMENTS
GRAY & OSBORNE #19028

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

| BIDDER | | ENGINEER'S ESTIMATE | | | POW CONTRACTING | | | PIPKIN CONSTRUCTION | | |
|--------|---|---------------------|------------|----------------|-----------------|----------------|-------------|---------------------|------------|--------|
| NO. | ITEM | QUANTITY | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 10 | Bank Run Gravel for Trench Backfill | 230 CY | \$40.00 | \$9,200.00 | \$35.00 | \$8,050.00 | \$24.00 | \$5,520.00 | | |
| 11 | DI Pipe for Water Main 8-Inch Diameter, Including Bedding Material | 450 LF | \$80.00 | \$36,000.00 | \$125.00 | \$56,250.00 | \$83.00 | \$37,350.00 | | |
| 12 | DI Pipe for Water Main 6-Inch Diameter, Including Bedding Material | 20 LF | \$60.00 | \$1,200.00 | \$125.00 | \$2,500.00 | \$26.00 | \$520.00 | | |
| 13 | Gate Valve 8-Inch | 2 EA | \$2,000.00 | \$4,000.00 | \$2,000.00 | \$4,000.00 | \$1,550.00 | \$3,100.00 | | |
| 14 | Abandon Existing Valve | 2 EA | \$300.00 | \$600.00 | \$500.00 | \$1,000.00 | \$250.00 | \$500.00 | | |
| 15 | Abandon Existing Meter | 1 EA | \$300.00 | \$300.00 | \$500.00 | \$500.00 | \$450.00 | \$450.00 | | |
| 16 | Water Main Fittings | 1 LS | \$5,000.00 | \$5,000.00 | \$20,000.00 | \$20,000.00 | \$3,300.00 | \$3,300.00 | | |
| 17 | Additional Water Main Fittings | 1,000 LB | \$3.00 | \$3,000.00 | \$3.00 | \$3,000.00 | \$3.50 | \$3,500.00 | | |
| 18 | Additional Concrete Thrust Block | 10 CY | \$100.00 | \$1,000.00 | \$150.00 | \$1,500.00 | \$650.00 | \$6,500.00 | | |
| 19 | Connection to Existing System | 2 EA | \$2,000.00 | \$4,000.00 | \$1,500.00 | \$3,000.00 | \$4,000.00 | \$8,000.00 | | |
| 20 | Service Connection 2-Inch Diameter | 1 EA | \$2,000.00 | \$2,000.00 | \$1,850.00 | \$1,850.00 | \$5,000.00 | \$5,000.00 | | |
| 21 | Service Connection 1-Inch Diameter | 9 EA | \$1,000.00 | \$9,000.00 | \$750.00 | \$6,750.00 | \$3,000.00 | \$27,000.00 | | |
| 22 | Service Pipe 2-Inch Diameter, Including Bedding Material | 330 LF | \$30.00 | \$9,900.00 | \$50.00 | \$16,500.00 | \$15.00 | \$4,950.00 | | |
| 23 | Service Pipe 1-Inch Diameter, Including Bedding Material | 300 LF | \$30.00 | \$9,000.00 | \$22.00 | \$6,600.00 | \$10.00 | \$3,000.00 | | |
| 24 | Crushed Surfacing Top Course | 75 TN | \$50.00 | \$3,750.00 | \$30.00 | \$2,250.00 | \$58.00 | \$4,350.00 | | |
| 25 | HMA for Pavement Repair Cl. 1/2" PG 64H-28 | 560 SY | \$80.00 | \$44,800.00 | \$13.00 | \$7,280.00 | \$35.00 | \$19,600.00 | | |
| 26 | Site Restoration and Rehabilitation | 1 LS | \$5,000.00 | \$5,000.00 | \$15,000.00 | \$15,000.00 | \$10,000.00 | \$10,000.00 | | |
| | Subtotal Schedule B: | | | \$196,850.00 | | \$207,680.00 | | \$197,385.00 | | |
| | Sales Tax @ 8.2% | | | \$16,141.70 | | \$17,029.76 | | \$16,185.57 | | |
| | TOTAL CONSTRUCTION COST SCHEDULE B: | | | \$212,991.70 | | \$224,709.76 | | \$213,570.57 | | |
| | TOTAL CONSTRUCTION COST SCHEDULE A & B: | | | \$2,470,692.90 | | \$2,027,375.86 | | \$2,082,433.43 | | |
| | Sealed bids were opened at the City of Omak, 2 North Ash Street, Omak, Washington 98841, on Wednesday, March 11, 2020, 2:00 P.M.; (local time). | | | | | | | | | |
| | I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid. | | | | | | | | | |
| |  DAVID ELLIS, P.E. | | | | | | | | | |
| | DENOTES MATHEMATICAL AND ROUNDING ERRORS | | | | | | | | | |

DATE: 03/2020
DRAWN: TLF
CHECKED: DE
APPROVED: DE

Mandatory Bidder Responsibility Checklist

The following checklist will be used in documenting that a Bidder meets the mandatory responsibility criteria. The Engineer should print a copy of documentation from the appropriate website to include with this checklist in the contract file.

| | |
|--|---|
| General Information | |
| Owner/Project Name: Omak/2020 Sewer and Water System Improvements | Project Number: 19028 |
| Bidder's Business Name: Pipe of Washington Inc. dba POW Contracting | Bid Submittal Deadline: March 11, 2020 |
| Contractor Registration | |
| https://secure.lni.wa.gov/verify/ | |
| License Number: POWCO**037R4 | Status: Active: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Effective Date (must be effective on or before Bid Submittal Deadline): 12-24-97 | Expiration Date: 1-4-22 |
| Current UBI Number | |
| https://secure.lni.wa.gov/verify/ | |
| UBI Number: 601837639 | Account: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/> |
| Industrial Insurance Coverage/Worker Compensation | |
| https://secure.lni.wa.gov/verify/ | |
| Account Number: 945,922-00 | Account Current: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Employment Security Department Number | |
| Employment Security Department Number: 02 3823 007 | |
| <ul style="list-style-type: none"> • Has Bidder provided account number on the Bid Form? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> • And/or have you asked the Bidder for documentation from Employment Security Department on account number? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | |
| State Excise Tax Registration Number | |
| https://secure.lni.wa.gov/verify/ | |
| Tax Registration Number: 601837639 | Account: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/> |
| Certification of Compliance with Wage Payment Statutes Clause Signed | |
| (See Proposal for Required Clause or Signed Certification Form) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | |
| Not Disqualified from Bidding | |
| http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp | |
| Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | |
| Public Works Requirements Training | |
| https://secure.lni.wa.gov/verify/ | |
| Contractor: | Is Exempt from this Requirement <input checked="" type="checkbox"/> Has Completed Training <input type="checkbox"/> Has Not Completed Training <input type="checkbox"/> |
| Excluded Parties Listing System (Federal Funded Projects) | |
| https://www.sam.gov/ | |
| Does the Bidder have an Active Exclusion? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | |
| Checked by: | |
| Name: David Ellis | Date: March 12, 2020 |

POW CONTRACTING

Owner or tradesperson

Principals
AINSWORTH, LARRY DALE, PRESIDENT

AINSWORTH, SHELLEY
ALISON, SECRETARY

JOHNSON, JANET LOUISE, VICE
PRESIDENT
(End: 12/18/2017)

PO BOX 4772
PASCO, WA 99301-4772
509-542-8507
FRANKLIN County

Doing business as
POW CONTRACTING

WA UBI No.
601 837 639
Parent company
PIPE OF WASHINGTON INC

Business type
Corporation
Governing persons
**LARRY
DALE JR
AINSWORTH
JANET L JOHNSON;
T RAY JOHNSON;
SHELLEY ALISON AINSWORTH;**

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

Active
Meets current requirements.

License specialties
GENERAL
License no.
POWCO037R4**
Effective — expiration
12/24/1997— 01/04/2022

Bond

Philadelphia Indemnity Ins Co \$12,000.00
Bond account no.
PB02218100010

Received by L&I Effective date
11/26/2018 **12/24/2018**
Expiration date
Until Canceled

Bond history

Insurance

Phoenix Insurance Company, The \$1,000,000.00
Policy no.
CO9J250597COF

Received by L&I Effective date
09/26/2019 **10/01/2019**
Expiration date
10/01/2020

Insurance history

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

Cause no.
19-2-00462-36L

[Open](#)

Complaint filed by
STRIPE RITE INC

Complaint against bond(s) or savings
PB02218100010,YLI2424351

Complaint date
06/27/2019

Complaint amount
\$43,364.70

Cause no.

18-2-02463-39

Complaint filed by
PASO ROBLES TANK INC

[Open](#)

Complaint against bond(s) or savings
YLI2424351

Complaint date
09/12/2018

Complaint amount
\$0.00

Cause no.

11-6-cv031-34lr

Complaint filed by
CONSOLIDATED SUPPLY CO

[Open](#)

Complaint against bond(s) or savings
21084074

Complaint date
08/03/2016

Complaint amount
\$0.00

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Certifications & Endorsements

OMWBE Certifications

No active certifications exist for this business.

Apprentice Training Agent

Registered training agent. [Check their eligible programs and occupations.](#)

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID
945,922-00

Account is current.

Doing business as
POW CONTRACTING

Estimated workers reported
Quarter 4 of Year 2019 "31 to 50 Workers"

L&I account contact
T0 / KRISTINE HATHAWAY (360)902-4811 - Email: HATK235@lni.wa.gov

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training- Effective July 1, 2019

Exempt from this requirement.

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

Inspection results date
11/04/2019

No violations

Inspection no.
317956446

Location

**Stratford Rd.
Moses Lake, WA 98837**

Inspection results date
10/28/2019

Violations

Inspection no.
317956191

Location
**Pateros Well Pump #4
Pateros, WA 98846**

Inspection results date
10/21/2019

No violations

Inspection no.
317955924

Location
**Intersection of Lakeshore Dr.
Moses Lake, WA 98837**

Inspection results date
02/25/2019

No violations

Inspection no.
317952755

Location
**423 NW Albion Drive
Pullman, WA 99163**

Inspection results date
11/17/2017

Violations

Inspection no.
317946711

Location
**City Hall, 111 S 1st St,
Dayton, WA 99328**

Inspection results date
06/30/2016

No violations

Inspection no.
317941035

Location
**Allyn St and Columbia st.
Goldendale, WA 98620**

Inspection results date
02/23/2016

Violations

Inspection no.
317938813

Location
**111 E. Westshore Dr. NE.
Moses Lake, WA 98837**

Inspection results date
08/18/2014

No violations

Inspection no.
317405157

Location
**Cornor of East Broadway
Moses Lake, WA 98837**

Inspection results date

05/12/2014

Inspection no.

317298719

Location

**S. 1st Street and Arlington
Yakima, WA 98902**

No violations

.....



Debarred Contractors List

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

Company Name:

WA UBI Number:

License Number:

Principal:

RCW:

From: To:

Penalty Due:

Wage Due:

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| Company Name | UBI | License | Principals | Status | RCW | Debar Begins | Debar Ends | Penalty Due | Wages Due |
|-----------------------------------|-------------|--------------|--|-------------------------------|--------------|--------------|------------|-------------|-----------|
| M CONSTRUCTION INC | 602 517 695 | MCONSCI958M6 | ANDRE MATSUK, DMITRIY REBIKH | Debarred | 51.48.103 | 05/16/2019 | 05/16/2020 | - | - |
| M CONSTRUCTION INC | 602 517 695 | MCONSCI958M6 | ANDRE MATSUK, DMITRIY REBIKH, SERGE MATSUK | Debarred | 18.27.200 | 05/16/2019 | 05/16/2020 | - | - |
| M&S CONSTRUCTION | 604 017 577 | | HYOUNG SOOK SON, YONG H SON | Debarred | 51.48.020(1) | 10/18/2019 | 10/18/2020 | - | - |
| M&S CONSTRUCTION | 604 017 577 | | HYOUNG SOOK SON, YONG H SON | Debarred | 51.48.103 | 10/18/2019 | 10/18/2020 | - | - |
| MACA PLASTERING | 602 505 819 | MACAPP*953K4 | JORGE CEJA, MARISELA BARRAGAN | Debarred | 51.48.103 | 07/25/2019 | 07/25/2020 | - | - |
| MACA PLASTERING | 602 505 819 | MACAPP*953K4 | JORGE CEJA, MARISELA CEJA | Debarred | 18.27.200 | 07/25/2019 | 07/25/2020 | - | - |
| Mark A Carter, Inc. | 602 567 423 | MARKAAC942CP | | Debarred Until Penalties Paid | 39.12.050 | 11/05/2013 | | Yes | No |
| Martin Concrete Construction Inc. | 601 322 268 | MARTICC081K9 | Patrick Martin | Debarred Until Penalties Paid | 39.12.050 | 10/19/2012 | | No | No |
| Martin Concrete Construction Inc. | 601 322 268 | MARTICC081K9 | Patrick Martin | Debarred Until Penalties Paid | 39.12.050 | 10/19/2012 | | Yes | No |
| Martinell Brothers, Inc. | 602 734 678 | MARTIBI939LL | | Debarred Until Penalties Paid | 39.12.050 | 06/13/2012 | 06/12/2013 | No | No |
| Martinell Brothers, Inc. | 602 734 678 | MARTIBI939LL | | Debarred Until Penalties Paid | 39.12.050 | 06/13/2012 | 06/12/2013 | Yes | No |
| Meranto Trucking LLC | 602 794 413 | | | Debarred Until | 39.12.050 | 03/02/2015 | | Yes | No |

| Company Name | UBI | License | Principals | Status | RCW | Debar Begins | Debar Ends | Penalty Due | Wages Due |
|---------------------------------------|-------------|--------------|--------------------------------|-------------------------------|-----------|--------------|------------|-------------|-----------|
| | | | | Penalties Paid | | | | | |
| MIKES MAINTENANCE AND WELDING | 601 443 708 | | ROBERT MICHAEL STODDARD | Debarred Until Penalties Paid | 39.12.050 | 07/05/2011 | | Yes | No |
| MILLER BROWN INDUSTRIES LLC | 604 153 677 | | | Debarred | 18.27.200 | 11/07/2019 | 11/07/2020 | - | - |
| | | | LORI MITCHELL, THOMAS MITCHELL | Debarred | 18.27.200 | 09/06/2019 | 09/06/2020 | - | - |
| MITCHELL PAINTING | 602 439 791 | MITCHP*858N4 | | Debarred | 18.27.200 | 09/06/2019 | 09/06/2020 | - | - |
| Modern Overlay LLC | 604 141 299 | MODEROL832MM | | Debarred | 39.12.050 | 10/30/2019 | 10/30/2020 | Yes | No |
| Modern Overlay LLC | 604 141 299 | MODEROL832MM | | Debarred | 39.12.065 | 10/30/2019 | 10/30/2021 | Yes | No |
| MOON LITE, INC | | | | Debarred | 18.27.200 | 04/11/2019 | 04/11/2020 | - | - |
| Moore Fire Protection | 601 191 141 | MOOREFP116NP | | Debarred | 39.12.050 | 06/21/2019 | 06/21/2020 | Yes | No |
| MOUNTAIN CREST HOMES LLC | 604 012 602 | MOUNTCH832DO | Danny Simon | Debarred | 18.27.200 | 04/11/2019 | 04/11/2020 | - | - |
| | | | | Debarred Until Penalties Paid | 39.12.050 | 03/13/2014 | | Yes | No |
| Mowry Rebar, Inc. | 602 414 868 | MOWRYRI963MR | | Debarred | 18.27.200 | 08/08/2019 | 08/08/2020 | - | - |
| NATES CONTRACTING | 603 604 134 | NATESC*843JA | NATHAN WEST | Debarred | 18.27.200 | 08/08/2019 | 08/08/2020 | - | - |
| NATES CONTRACTING | 603 604 134 | NATESC*843JA | NATHAN WEST | Debarred | 51.48.103 | 08/08/2019 | 08/08/2020 | - | - |
| NBC STEEL BUILDINGS | 602 146 024 | NBCSTS8846K5 | NATHANIEL BRANT | Debarred | 18.27.200 | 08/08/2019 | 08/08/2020 | - | - |
| | | | | Debarred Until Penalties Paid | 39.12.050 | 09/08/2001 | | Yes | No |
| Nldash Inc. | 601 164 502 | NIDASI*118C8 | | Debarred Until Penalties Paid | 39.12.065 | 10/05/2001 | | Yes | No |
| | | | | Debarred Until Penalties Paid | 39.12.050 | 11/05/2013 | | Yes | No |
| Northwest Communications Centers, LTD | 601 711 835 | NORTHCC00509 | | Debarred Until Penalties Paid | 39.12.050 | 03/06/2017 | | Yes | No |
| Northwest Interior Specialties LLC | 603 473 929 | NORTHS850DJ | | Debarred Until Penalties Paid | 39.12.050 | 05/03/2004 | | No | No |
| Northwest Lighting & Electric | | | | Permanent Debarment | 39.12.050 | 05/03/2004 | | No | No |
| Northwest Lighting & Electric | | | | Permanent Debarment | 39.12.065 | 05/03/2004 | | No | No |
| Northwest Pavement Marking | 601 157 467 | NORTHPM099LF | | Debarred Until Penalties Paid | 39.12.050 | 12/21/1998 | | Yes | No |
| | | | | Debarred Until Penalties Paid | 39.12.050 | 01/09/2009 | | Yes | No |
| Nustart, LLC | 602 637 189 | NUSTAL*949NC | | Debarred Until Penalties Paid | 39.12.050 | 03/09/2018 | | Yes | No |
| NW Flaggng LLC dba NW Traffic Control | 604 117 797 | | | Debarred Until Penalties Paid | 39.12.050 | 01/16/2014 | | Yes | No |
| Olympic Fire Suppression, LLC | 602 682 376 | OLYMPFS933CK | | Debarred Until Penalties Paid | 39.12.050 | 10/23/2014 | | No | No |
| Owl Fencing, Inc. | 601 630 103 | OWLFEI*044CB | | Debarred Until Penalties Paid | 39.12.050 | 10/30/2019 | | Yes | No |
| | | | | Debarred Until Penalties Paid | 39.12.050 | 10/30/2019 | | Yes | No |
| PAC 4 COATINGS/WTRPROOFING LLC | 603 122 708 | PAC4C4C895M1 | | Debarred Until Penalties Paid | 39.12.065 | 10/30/2019 | | Yes | No |
| PAC 4 COATINGS/WTRPROOFING LLC | 603 122 708 | PAC4C4C895M1 | | Debarred Until Penalties Paid | 39.12.065 | 10/30/2019 | | Yes | No |
| PACIFIC DESIGN MASONRY LLC | 604 110 777 | PACIFDM833JL | PORFIRIO BARBOZA | Debarred | 18.27.200 | 06/20/2019 | 06/20/2020 | - | - |
| Pacific Roofing Enterprises | 602 516 093 | PACIFRE953L8 | Jorge Saucedo | Debarred Until | 39.12.065 | 02/12/2010 | | Yes | Yes |

Debarred Contractors List

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Company Name:

WA UBI Number:

License Number:

Principal:

RCW:

From: To:

Penalty Due:

Wage Due:

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| Company Name | UBI | License | Principals | Status | RCW | Debar Begins | Debar Ends | Penalty Due | Wages Due |
|---------------------------------------|-------------|--------------|------------------------|----------------------------------|-----------|--------------|--------------|-------------|-----------|
| Premier Electrical Services LLC | 602 059 290 | PREMIES000PT | | Debarred Until Penalties Paid | 39.12.050 | 01/16/2014 | | Yes | No |
| Pro Chavez Landscaping & Construction | 603 594 556 | | | Debarred Until Penalties Paid | 39.12.050 | 04/28/2017 | | Yes | No |
| Puget Sound Utilities, LLC | 602 643 779 | PUGETSU9400L | | Debarred Until Penalties Paid | 39.12.050 | 10/23/2014 | | Yes | No |
| Quest Commercial Floor Covering, Inc. | 602 458 807 | QUESTCF955CZ | | Debarred Until Penalties Paid | 39.12.050 | 11/05/2013 | | Yes | No |
| R AND R TREE SERVICE | 603 162 299 | | | Debarred | 18.27.200 | 05/04/2019 | 05/04/2020 - | | - |
| R E Construction, LLC | 602 720 213 | RECONCL936L9 | | Debarred Until Penalties Paid | 39.12.050 | 01/16/2014 | | Yes | No |
| Ramos Construction D AJUIC LLC | 602 940 249 | RAMOSCD849MH | | Debarred Until Penalties Paid | 39.12.050 | 05/02/2019 | | Yes | No |
| Ray's Custom Painting | | RAYSCP*055OL | | Debarred Until Penalties Paid | 39.12.050 | 03/18/1999 | | Yes | No |
| Redline Wall Installation Systems | 602 607 045 | REDLIWI948PC | | Debarred Until Penalties Paid | 39.12.050 | 06/20/2014 | | No | No |
| Redline Wall Installation Systems | 602 607 045 | REDLIWI948PC | | Debarred Until Penalties Paid | 39.12.050 | 06/20/2014 | | Yes | No |
| RICHARD JOHNSON | | | | Debarred | 18.27.200 | 11/21/2019 | 11/21/2020 - | | - |
| RJ INNOVATIONS LLC | 604 125 930 | RJINNIL838K4 | JOSHUA MICHAEL GLASGOW | Debarred | 51.48.103 | 10/21/2019 | 10/21/2020 - | | - |
| RJ INNOVATIONS LLC | 604 125 930 | RJINNIL838K4 | JOSHUA GLASGOW | Debarred | 18.27.200 | 10/21/2019 | 10/21/2020 - | | - |
| | 602 362 750 | ROBTHTD962K6 | | Debarred | 18.27.200 | 04/25/2019 | 04/25/2020 - | | - |

SAM Search Results
List of records matching your search for :

Search Term : Pipe of Washington*
Record Status: Active

| | |
|--|--|
| ENTITY Pipe of Washington, Inc. | Status: Active |
| DUNS: 016393634 +4: | CAGE Code: 1LP62 DoDAAC: |
| Expiration Date: 11/20/2020 | Has Active Exclusion?: No Debt Subject to Offset?: Yes |
| Address: 1100 E Columbia St Ste B4 | |
| City: Pasco | State/Province: WASHINGTON |
| ZIP Code: 99301-4355 | Country: UNITED STATES |