
AGENDA
OMAK CITY COUNCIL MEETING
Monday, May 2, 2022 – 7:00 PM

 **ORIGINAL**

A. CALL TO ORDER

B. FLAG SALUTE








C. CITIZEN COMMENTS

D. CORRESPONDENCE AND MAYOR'S REPORT

E. CONSENT AGENDA:

1. Approval of minutes from April 18, 2022
2. Approval of 2022 Claims and April '22 Payroll

F. NEW BUSINESS:

1. Request for Fireworks Permit – J&M Liquidations, LLC 
2. Ord. 1912 – 1st Read - Amending the 2022 Budget – Various Funds
3. Ord. 1913 – Amending the 2022 Non-Union Salary Schedule 
4. Res. 28-2022 – Apprv. Professional Services Agreement with J-U-B Engineers, Inc. 
5. Res. 29-2022 – Guaranteeing Grant Matching Funds to WSDOT Aviation 
6. Res. 30-2022 – Authorizing Submission – Application for Federal Assistance 
7. Res. 31-2022 – Approving an Award of Contract for 2022 Sewer/Water System Imprv. 
8. Res. 32-2022 – Apprv. Amendment No. 4 – Professional Service Agr. with Gray & Osborne 

G. OTHER BUSINESS:

1. Council Committee Reports
2. Staff Reports

 **Action by City Council**

In accordance with the order from Governor Inslee, our Council Meeting will be conducted using Zoom Meetings. If you need support or, accommodations to view the meeting at City Hall, contact the City Clerk in advance by phone at 509-826-1170 or by e-mail clerk@omakcity.com for assistance.

**The City of Omak is inviting you to a scheduled Zoom meeting
Monday, May 2nd, 2022 @ 7:00pm**

Topic: City Council Meeting

Time: May 2, 2022 07:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81787090769?pwd=ZXpxVIY5ZVc5Vk1QTjF4WGFqaVZWUT09>

Meeting ID: 817 8709 0769

Passcode: 583572

One tap mobile

+12532158782,,81787090769#,,,,*583572# US (Tacoma)

+16699006833,,81787090769#,,,,*583572# US (San Jose)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

Meeting ID: 817 8709 0769

Passcode: 583572

Find your local number: <https://us02web.zoom.us/j/81787090769?pwd=ZXpxVIY5ZVc5Vk1QTjF4WGFqaVZWUT09>



Omak Volunteer Fire Department

Phone (509) 826-0760
Fax (509) 826-6057

16 N. Ash St.
P.O. Box 72

Kevin Bowling, Fire Chief

Omak, Wash. 98841

MEMORANDUM

TO: Cindy Gagne, Mayor
Omak City Council

FROM: Kevin Bowling, Omak Fire Chief

DATE: May 2, 2022

SUBJECT: Request for Fireworks Permit

J & M Liquidations LLC is requesting a fireworks permit for retail sales of Consumer Fireworks to be sold at the Burger King parking lot during the 4th of July. They have complied with the Cities fireworks ordinance and needs Council approval.

I support this request and urge Council approval.

Kevin Bowling
Omak Fire Chief

MEMORANDUM

To: Omak City Council
Cindy Gagnè, Mayor

From: Todd McDaniel

Date: May 2, 2022

Subject: Ordinance 1912 Amending Budget- Various Funds

The Attached Ordinance 1912- Amending the 2022 Budget for the City of Omak Recognizing Additional Revenues and Appropriating Additional Expenditures in Various Funds, is forwarded for your consideration.

This Ordinance Amends the 2022 budget to include The Actual Beginning Fund Balance for Current Expense, includes the additional revenues and offsetting expenses for the Co-responder position, re-appropriates funding for a Current Expense vehicle not received in the 2021 fiscal, re-appropriates a vehicle purchase in the Equipment Rental Capital fund not received in 2021, and appropriates a new vehicle purchase in the Equipment Rental Capital fund for the Public Works Department.

001 Current Expense Ending Fund Balance estimate is increased by \$171,568.68 to \$1,167,850.68.

508 Equipment Rental Ending Fund Balance estimate is decreased by \$92,500 to \$686,571.00

I approve this Ordinance and urge it Adoption

ORDINANCE NO. 1912

**AN ORDINANCE AMENDING THE 2022 BUDGET FOR THE CITY OF OMAK
RECOGNIZING ADDITIONAL REVENUES AND APPROPRIATING ADDITIONAL
EXPENDITURES IN VARIOUS FUNDS**

WHEREAS, the City of Omak adopted the 2022 Budget by passage of Ordinance No. 1908 on December 6, 2021; and

WHEREAS, Actual beginning fund balances are now known after the close of the 2021 Fiscal year; and

WHEREAS, an additional source of grant revenue has been secured for the employment of a Co-Responder; and

WHEREAS, an additional purchase of a fleet vehicle was approved by Resolution 11-2022 to meet the unanticipated needs of the Public Works and Police Departments; and

WHEREAS, the COVID Pandemic continues to hinder the delivery of goods and materials. Two fleet vehicles expected to be delivered and paid for out of the 2021 budget were not received by the close of the fiscal year. Re-appropriation is needed for accurate accounting and reporting; and

WHEREAS, said expenditures are not one of the emergencies specifically enumerated in RCW 35A.33.080; and

WHEREAS, the City of Omak is desirous of amending its budget pursuant to RCW 35A.33.090.

THE CITY COUNCIL OF THE CITY OF OMAK DO ORDAIN AS FOLLOWS:

Section 1. Ordinance No. 1908 adopting the 2022 Budget, shall be amended to Include changes to the budget as shown in Attachment "A" of this ordinance.

Section 2. This ordinance shall become effective from and after the date of its passage by Council by a vote of one more than the majority of all Councilmembers, approval by the Mayor and publication as required by law.

PASSED by the City Council of the City of Omak, this _____ day of _____, 2022.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney

Filed with City Clerk: _____
Passed by City Council: 1ST Reading _____
2nd Reading _____
Date Published: _____
Date Effective: _____

On the _____ day of _____, 2022, the City Council of the City of Omak passed Ordinance No. 1912.

DATED this ____ day of _____ 2022

Connie Thomas, City Clerk

2022 BUDGET AMENDMENT ORDINANCE NO. 1911 ATTACHMENT "A"

Description	2022 Budget	Revenue	Expenditure	Revised Budget
<u>Current Expense Fund</u>				
<u>ARPA Beginning Fund Balance</u>				
001.308.31.00.00	\$0.00	\$667,537.00		\$667,537.00
<u>Beginning Fund balance</u>				
001.308.91.00.00	\$2,095,475.00		\$437,168.32	\$1,658,306.68
<u>Mental Health Block Grant</u>				
001.33.93.10.00	\$0.00	\$47,200.00		\$47,200.00
<u>Substance Abuse Block Grant</u>				
001.333.93.20.00	\$0.00	\$47,200.00		\$47,200.00
<u>001 Revenue Total</u>	\$5,298,570.00	\$94,400.00		\$5,392,970.00
Total Fund	\$7,395.270.00	\$324,768.68		\$7,720.038.68
<u>Ending Fund Balance</u>				
001.508.91.00.00	\$996,282.00	\$171,568.68		\$1,167,850.68
<u>Salaries and Wages</u>				
001.564.20.11.00	\$0.00		\$33,400.00	\$33,400.00
<u>FICA</u>				
001.564.20.21.00	\$ 0.00		\$2,555.00	\$2,555.00
<u>Industrial Insurance</u>				
001.564.20.22.00	\$0.00		\$170.00	\$170.00
<u>Unemployment</u>				
001.564.20.23.00	\$0.00		\$70.00	\$70.00
<u>PFML Premium</u>				
001.564.20.23.10	\$0.00		\$50.00	\$50.00
<u>Retirement</u>				
001.564.20.24.00	\$0.00		\$3,420.00	\$3,420.00
<u>All other Benefits</u>				
001.564.20.25.00	\$0.00		\$5,300.00	\$5,300.00
<u>Operating Supplies</u>				
001.564.20.31.00	\$0.00		\$2,235.00	\$2,235.00

Description	2022 Budget	Revenue	Expenditure	Revised Budget
<u>Salaries and Wages</u> 001.566.20.11.00	\$0.00		\$33,400.00	\$33,400.00
<u>FICA</u> 001.566.20.21.00	\$0.00		\$2,555.00	\$2,555.00
<u>Industrial Insurance</u> 001.566.20.22.00	\$0.00		\$170.00	\$170.00
<u>Unemployment</u> 001.566.20.23.00	\$0.00		\$70.00	\$70.00
<u>PFML Premium</u> 001.566.20.23.10	\$0.00		\$50.00	\$50.00
<u>Retirement</u> 001.566.20.24.00	\$0.00		\$3,420.00	\$3,420.00
<u>All other Benefits</u> 001.566.20.25.00	\$0.00		\$5,300.00	\$5,300.00
<u>Operating Supplies</u> 001.566.20.31.00	\$0.00		\$2,235.00	\$2,235.00
<u>Police Dept. Vehicles</u> 001.594.21.64	\$0.00		\$58,800.00	\$58,800.00
Expenditure Total	\$6,397,763.00		\$153,200.00	\$6,550,963.00
Total Fund	\$7,395,270.00		\$324,768.68	\$7,720,038.68

Current Expense Fund

This Ordinance recognizes an increase of \$230,368.68 in Actual Beginning Fund Balance, reclassifies \$667,537.00 of Beginning Fund balance as restricted ARPA Beginning Fund Balance, and recognizes and additional \$94,400.00 in grant revenue.

Further, this Ordinance appropriates an additional \$153,200.00 for vehicle purchase and employee costs. The Ending Fund Balance is increases by 171,568.68, the balance of the unappropriated revenues.

Description	2022 Budget	Revenue	Expenditure	Revised Budget
<u>EQ. Rental Capital Purchase Fund</u>				
<u>Ending Fund balance</u> 508.508.51.00.00	\$779,017.00		\$92,500.00	\$686,517.00
<u>One Ton Dump Truck</u> 508.594.48.64.68	\$0.00		\$ 50,500.00	\$50,500.00
<u>PWD Ford F150</u> 508.594.48.64.75	\$0.00		\$42,000.00	\$ 42,000.00
<u>508 Expenditure Total</u>	\$484,089.00		\$ 92,500.00	\$576,589.00
508 Fund Total	\$1,263,106.00			\$1,263,106.00

Equipment Rental Fund

This Ordinance appropriates an additional \$92,500.00 in expenditure, for the purchase of one new vehicle and one not received during the 2021 budget year. Ending Fund Balance is reduced by the like amount.

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel

Date: May 2, 2022

Subject: Ordinance 1913 Amending 2022 Salary Schedule, Court Administrator

The Attached Ordinance 1913- Amending Ordinance 1910 the Non-union Personnel Salary Schedule for Fiscal 2022, is forwarded for your consideration.

This Ordinance includes the wage and benefit information into the 2022 Non-Union Salary Schedule for a Part-time Temporary Court Administrator. The Position is estimated to be no more than 12 hours per week at a rate of \$28/hour and limited benefits.

The Clerk's Office has had significant turnover in the past few months. This position is for an experienced Court Administrator to assist with the daily court duties and provide training to new employees.

The delays in hiring have provided wage savings within the 2022 budget to fund this position through the end of the year.

I approve this Ordinance and urge it Adoption

ORDINANCE NO. 1913

**AN ORDINANCE AMENDING ORDINANCE NO. 1910, THE
NON-UNION PERSONNEL SALARY SCHEDULE FOR
FISCAL YEAR 2022**

WHEREAS, the City Council of the City of Omak adopted the Non-Union Salary Schedule for 2022 effective January 1, 2022, by Ordinance No.1910, on December 8, 2021, and

WHEREAS, unanticipated employee turnover has created a hardship in the Clerks office; and

WHEREAS, an additional part time Court Administrator position is needed to complete necessary daily tasks and provide court systems training, and

WHEREAS, the Part-Time Temporary Court Administrator will consist of up to 12 hours per week, at a rate of \$28 per hour and will include benefits in accordance with the City of Omak Personnel Policy and State and Federal law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAK AS FOLLOWS:

Section 1. Ordinance No. 1910, adopting the Non-Union Salary Schedule for fiscal year 2022, shall be amended to include the position of Part-Time Temporary Court Administrator as shown in Attachment "A" of this ordinance.

Section 2. This ordinance shall become effective from and after the date of its passage by Council, by a majority vote of all Councilmembers, approved by the Mayor, and publication as required by law.

PASSED AND APPROVED BY THE CITY COUNCIL, this _____ day of _____, 2022.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney

Filed with City Clerk: _____
Passed by City Council: 1ST Reading _____
Date Published: _____
Date Effective: _____

On the _____ day of _____, 2022, the City Council of the City of Omak
passed Ordinance No. 1913

DATED this ___ day of _____ 2022.

Connie Thomas, City Clerk

2022 Non-Union Employees		Attachment "A"						
Salary Schedule								
Department	Description	Annual Salary/Range		Monthly Salary		Hourly wage/range		
<u>Elected Officials</u>		Mayor	N/A	\$15,600.00	N/A	\$1,300.00	N/A	
	City Council-\$200 per meeting	N/A	N/A	N/A	N/A	N/A	N/A	
<u>Full-Time Administrative</u>		City Administrator	\$96,043.20	\$109,140.00	\$8,003.60	\$9,095.00	Exempt	
<u>Full-Time Department Heads</u>		Police Chief	\$88,619.52	\$100,704.00	\$7,384.96	\$8,392.00	Exempt	
	Fire Chief	\$81,016.32	\$92,064.00	\$6,751.36	\$7,672.00	Exempt		
	City Clerk	\$74,141.76	\$84,252.00	\$6,178.48	\$7,021.00	Exempt		
	Public Works Director	\$79,083.84	\$89,868.00	\$6,590.32	\$7,489.00	Exempt		
<u>Full-Time Administrative Staff</u>		Building Official	\$64,933.44	\$73,788.00	\$5,411.12	\$6,149.00	Exempt	
	Assistant Public Works Director	\$65,926.08	\$74,916.00	\$5,493.84	\$6,243.00	Exempt		
	Deputy Clerk	\$52,388.16	\$59,532.00	\$4,365.68	\$4,961.00	\$25.19	\$28.62	
FULL-TIME CO-RESPONDER (Ord. 1911)			\$53,000.00	\$66,000.00	\$4,416.67	\$5,500.00	\$25.48	\$31.73
<u>Full-Time Office Staff & Police Secretary</u>		Grade 5		\$37,680.00		\$3,140.00	\$18.12	
	0-6 months employment	Grade 4		\$44,376.00		\$3,698.00	\$21.33	
	After 6 months employment	Grade 3		\$46,596.00		\$3,883.00	\$22.40	
	After 2 years employment	Grade 2		\$48,840.00		\$4,070.00	\$23.48	
	After 3 years employment	Grade 1		\$51,048.00		\$4,254.00	\$24.54	
	Upon supervisor's recommendation and Mayors approval							
<u>Full-Time Code Enforcement/Animal Control</u>		Grade 5		\$39,036.00		\$3,253.00	\$18.77	
	0-6 months employment	Grade 4		\$41,256.00		\$3,438.00	\$19.83	
	After 6 months employment	Grade 3		\$46,140.00		\$3,845.00	\$22.18	
	After 2 years employment	Grade 2		\$49,512.00		\$4,126.00	\$23.80	
	After 3 years employment	Grade 1		\$56,196.00		\$4,618.00	\$25.49	
	Upon supervisor's recommendation and Mayors approval							
<u>Part-time Temporary Court Administrator (Ord. 1913)</u>								\$28.00
<u>Part-time Temporary/Seasonal Employees</u>								Hourly Wage
	Pool Manager							\$18.02
	Pool Shift Supervisor							\$14.84
	Pool WSI State Minimum Wage							\$14.49
	Temporary Police Officer							\$27.43
	Stampede Temporary Police							\$36.23
	Seasonal or Part/time Public Works Employees							\$15.00
<u>Volunteer Firefighters</u>								Stipen
	Drills-Per Practice							\$15.00
	Fires-Per Call							\$20.00
	On Call Supervisor/per day							\$50.00
Monthly Longevity for Full-Time Employees with the exception of Department Heads:								
	5 years	\$35 per month						
	10 years	\$70 per month						
	15 years	\$105 per month						
	20 years	\$150 per month						
Knowledge and Experience shall be a factor in determining probationary wage and pay grade, within the published schedule, as determined in the initial employment offer.								

MEMORANDUM

To: Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: May 2, 2022

Subject: **Resolution No. 28-2022** Approving an Agreement with JUB
Engineering, INC.

The Attached Resolution: **28-2022, A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH J-U-B ENGINEERS, INC,** is forwarded for your consideration.

The Airport Layout Plan will assist in planning and scheduling of future upgrades at the airport

This is for the ALP project at the Omak Municipal Airport.

We are requesting approval of this resolution.

RESOLUTION No. 28-2022

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES FOR ALP UPDATE AND NARRATIVE REPORT, A.I.P. 3-53-0042-014-2022 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 46-2021; and

WHEREAS, the City now requires professional services to assist with the ALP Update and Narrative Report; 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 agreement for professional services for AIP 3-53-0042-014-2022 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 _____, 2022.

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)
ALP Update and Narrative Report, A.I.P. 3-53-0042-014-2022
Omak Municipal Airport, Omak, WA

THIS AGREEMENT is effective as of the _____ day of April, 2022 by and between, City of Omak, P.O. Box 72, 2 North 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: prepare an ALP Update and Narrative Report hereinafter referred to as the "Project". The services to be performed by J-U-B are hereinafter referred to as the "Services".

WITNESSETH

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

ARTICLE 1
J-U-B'S SERVICES

1.01 BASIC SERVICES

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

1.02 SCHEDULE OF SERVICES TO BE PERFORMED

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

1.03 ADDITIONAL SERVICES

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

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

**ARTICLE 2
CLIENT'S RESPONSIBILITIES**

2.01 CLIENT'S RESPONSIBILITIES

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

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

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

3.01 BASIC SERVICES COMPENSATION

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

Partial payment shall be made for the services performed as the work under this AGREEMENT progresses. Such payment is to be made monthly based on the itemized statements, invoices, or other evidences of performance furnished to and approved by the CLIENT. All claims for payment will be submitted in a form compatible with current practices and acceptable to the CLIENT. Partial payments will include payroll costs, adjusted for payroll burdens, and general and administrative overhead, as well as out-of-pocket expenses,

plus that portion of the fixed fee which its percentage of completion bears to the total cost of the fully completed work under this AGREEMENT. The CLIENT shall make full payment of the value of such documented monthly service as verified on the monthly statement.

3.02 ADDITIONAL COMPENSATION

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

3.03 COMPENSATION ADJUSTMENT

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

3.04 ADDITIONAL CONDITIONS OF COMPENSATION

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

- A. J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.
- B. If the CLIENT fails to make monthly payments due J-U-B, J-U-B may, after giving ten (10) days written notice to the CLIENT, suspend services under this Agreement.

ARTICLE 4 GENERAL PROVISIONS

4.01 OWNERSHIP OF DOCUMENTS

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

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

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

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

4.02 DELEGATION OF DUTIES

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

4.03 GENERAL

- A. Should litigation occur between the two parties relating to the provisions of this Agreement, court costs and reasonable attorney fees incurred shall be borne by their own party.
- B. Neither party shall hold the other responsible for damage or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.
- C. In the event any provisions of this AGREEMENT shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One (1) or more waivers by either party or any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.
- D. J-U-B shall render its services under this AGREEMENT in accordance with generally accepted professional practices and Standard of Care. J-U-B makes no other warranty for the work provided under this AGREEMENT.
- E. CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.
- F. Any opinion of the estimated construction cost prepared by J-U-B represents its judgment as a design professional and is supplied for the general guidance of the CLIENT. Since J-U-B has no control over the cost of labor and material, or over competitive bidding or market conditions, J-U-B does not guarantee the accuracy of such opinions as compared to Contractor bids or actual costs to the CLIENT.
- G. Any notice or other communications required or permitted by this contract or by law to be served on, given to, or delivered to either party hereto by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or, in lieu of such personal service, when deposited in the United States mail, certified mail, return receipt requested, addressed to the CLIENT at PO Box 72, 2 North Ash Street, 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.

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, Washington.

4.05 INSURANCE AND INDEMNITY

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

4.06 EXTENT OF AGREEMENT

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

**ARTICLE 5
FAA FEDERAL CLAUSES**

5.01 SUCCESSORS AND ASSIGNMENTS

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

5.02 TERMINATION

A. TERMINATION FOR CONVENIENCE

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

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

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

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

B. TERMINATION FOR DEFAULT

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

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

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

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

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

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

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

b) **Termination by Consultant:** J-U-B may terminate this Agreement in whole or in part, if the CLIENT:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to J-U-B in accordance with the terms of this Agreement;
3. Suspends the Project for more than 120 days due to reasons beyond the control of J-U-B.

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

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

5.03 CERTIFICATIONS OF J-U-B AND CLIENT

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

5.04 TAX DELINQUENCY AND FELONY CONVICTIONS

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

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

5.05 CIVIL RIGHTS GENERAL

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

This provision binds J-U-B and 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.

5.21 BREACH OF CONTRACT TERMS (49 CFR Part 18.36)

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

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

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

5.22 CLEAN AIR AND WATER POLLUTION CONTROL

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

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, P.E.

Title: Aviation Services Group Manager

ATTEST

Name: Shawn Dulin

Title: Aviation Designer

Applicable Attachments or Exhibit to this Agreement are indicated as marked

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

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

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

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

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

Signed: _____
Sponsor's Authorized Representative

Date: _____

Title: _____

Entity Information Search Results 1 Total Results

Filter by:

Keyword (ALL)	Status
"J-U-B ENGINEERS Inc."	active

J-U-B Engineers, Inc. ● Active Registration

Entity

Unique Entity ID: WU2TGK7D3J49

Physical Address:

Expiration Date:

CAGE/NCAGE: 0KJY0

2760 W EXCURSION LN STE 400
MERIDIAN , ID
83642 USA

Feb 17, 2023

Purpose of Registration:

All Awards

Entity Information Search Results 1 Total Results

Filter by:

Keyword (ALL)	Status
geoterra	active

Geoterra, Inc. ● Active Registration

Entity

Unique Entity ID: UAGERYLNMGQ8

Physical Address:

Expiration Date:

CAGE/NCAGE: 3EH85

860 MCKINLEY ST
EUGENE , OR
97402 USA

Dec 06, 2022

Purpose of Registration:

All Awards

Entity Information Search Results 0 Total Results

Filter by:

Keyword (ALL)	Status
"Woods and Poole"	active



J-U-B ENGINEERS, INC.

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

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

PROJECT NAME: ALP Update and Narrative Report

AIRPORT NAME: Omak Municipal Airport

CLIENT: City of Omak, Washington

A.I.P. NUMBER: 3-53-0042-014-0222

J-U-B PROJECT NUMBER: 45-21-036

CLIENT PROJECT NUMBER:

ATTACHMENT TO:

- AGREEMENT DATED: ; 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 3-53-0043-011-2022 includes Services for the following work:

- The Omak Municipal Airport last did a complete Master Plan in 2007. In Summer of 2021, Flight Procedures contacted the SPONSOR regarding the airport’s existing approach procedure. The existing procedure is considered a “legacy” procedure, in that it doesn’t meet current criteria for RNAV development. Developing a new procedure would bring it into compliance with current criteria. In order to determine if a new approach procedure is appropriate for the airport, the current ALP will need to be updated.

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. Master Plan Update. The CLIENT shall compensate J-U-B on the basis of a lump sum amount of Three Hundred Three Thousand Four Hundred Ninety Dollars and Thirty Cents (\$303,419.30). See Attachment 1B for a detailed cost breakdown.

PART 3 - SCHEDULE OF SERVICES

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

March 1, 2022 – December 31, 2023

This Agreement shall be in effect from March 1, 2022 to December 31, 2023. 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.

NOTE on Coronavirus and Schedule: J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures to help protect our clients, staff, their families, and the public. Our staff or offices may

be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment

Exhibit(s):

- Attachment 1A - Detailed Scope of Work
 - Attachment 1B Fee Breakdown
-

For internal J-U-B use only:

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: City

R&D: No

GROUP: Airport

PROJECT DESCRIPTION(S):

- A. Airport (A05)



J-U-B ENGINEERS, INC.

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

Attachment 1A – Detailed Scope of Work

PROJECT NAME ALP Update and Narrative Report
AIRPORT NAME: Omak Municipal Airport
CLIENT: City of Omak, Washington
A.I.P. NUMBER: 3-53-0042-014-2022
J-U-B PROJECT NUMBER: 45-21-036
CLIENT PROJECT NUMBER: _____

ATTACHMENT TO:

- AGREEMENT DATED: _____; or
AUTHORIZATION FOR ADDITIONAL SERVICES # __; DATED: _____

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

PART 1 - PROJECT UNDERSTANDING

The Omak Municipal Airport last did a complete Master Plan in 2007. In Summer of 2021, Flight Procedures contacted the SPONSOR regarding the airport’s existing approach procedure. The existing procedure is considered a “legacy” procedure, in that it doesn’t meet current criteria for RNAV development. Developing a new procedure would bring it into compliance with current criteria. To determine if a new approach procedure is appropriate for the airport, the current ALP will need to be updated. The SPONSOR and FAA have determined that an ALP Update and Narrative Report will provide the required information for an evaluation of this new approach procedure, as well as update the overall ALP for the airport. This is intended to be a basic report per AC 150/5070-6B Section 202.c. This AC states that a full Master Plan update is not necessary if there have not been any major changes in airport activity or improvements, as is the case with the Omak Municipal Airport.

The major issues anticipated to be addressed in this plan include:

- Basic aeronautical forecasts / aviation demand forecasts
Basis for the proposed items of development / assessment of facility requirements
Rationale for unusual design features and/or modifications to FAA Airport Design Standards, as needed

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

J-U-B’s Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

Element 1 – Study Initiation

J-U-B is to develop a detailed scope of services, budget, and schedule to be made a part of the project contract fee negotiations. J-U-B will conduct a scoping meeting with the CLIENT. A detailed task-by-task itemization of the project budget and schedule will be provided for review by the FAA and CLIENT. The schedule will be updated regularly.

J-U-B shall assist the Client with Record of Negotiations documentation. J-U-B shall provide the CLIENT and the Independent Fee Estimator with a blank person-hour spreadsheet for Scope of Services. A

teleconference will be held with the IFE firm only if specific clarifications are needed on the proposed project Scope of Services. The CLIENT may be on the phone call and costs must not be discussed.

J-U-B will prepare an agreement for Professional Services for submittal and review to the CLIENT, and FAA, including FAA's *Professional Service Agreement Checklist*. The Agreement shall be comprehensive in description of services and responsibilities of all contract parties.

Product:

1. *The final scope of work, including level of effort, approach, tasks and deliverables, will be used to obtain an Independent Fee Estimate for the project for use in contract negotiations. A breakdown of project costs for each element and task will be provided along with the final anticipated project schedule.*

Element 2 – Project Management

J-U-B shall oversee project tasks and coordinate with CLIENT representatives to manage the scope, schedule, budget and work plan for the ALP Update and Narrative Report. J-U-B invoices will be prepared and submitted to the CLIENT on a monthly basis and will include a brief status report outlining work accomplished during the billing period. It is assumed that the project will last 18 months (through project closeout). The following items will be accomplished as part of the Project Management:

- Conduct monthly project team briefings. The briefings will take place via teleconference, and last up to one hour each.
- Conduct three (3) CLIENT/FAA/Sponsor briefings. The briefings will take place via teleconference and last for up to one hour each.
- Conduct two (2) in person meetings to discuss key project issues. Meetings will take place in Omak, WA and be attended by up to two (2) J-U-B staff members. These meetings will be conducted in conjunction with presentations to City Council and the public. See Element 4.
- Assist CLIENT in preparation of six (6) FAA Quarterly Performance Reports though project closeout and submission of a minimum of two (2) SF 425/271 forms (annually and at closeout).
- Assist the CLIENT in preparation of an FAA Grant Application for Federal Assistance for the project, including schedule, prior to project initiation. Assist the CLIENT in the submittal of FAA Sponsor Certifications, to include Selection of Consultants, Drug-Free Workplace, and Disclosure Regarding Potential Conflicts.
- Assist the CLIENT in preparation and processing of monthly Request for Reimbursement (RFR) by submitting data as described. It is anticipated that the CLIENT will prepare and process eighteen (18) monthly sets of RFR 'packages' for this project. J-U-B will provide documentation of costs for CLIENT's use in performing the RFR draws including invoices, reimbursing spreadsheets.
- Provide the following services related to Federal Disadvantaged Business Enterprise (DBE) requirements:
 - Update current 2021-2023 goal to account for revised Capital Improvement Plan.
 - Prepare two (2) DBE annual reports which report project DBE participation to FAA Civil Rights.
 - Assist the CLIENT with FAA project/grant closeout pursuant to SOP 10.00 "Administrative Closeout of Airport Improvement Program Grants".

Product:

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

Element 3 –Airport Data & Information Portal (ADIP)

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

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

J-U-B will assist develop a new airport survey project for the airport on the Airport Data & Information Portal (ADIP) website at <https://adip.faa.gov>. The project will be a new airport survey project type to provide support for an ALP and also include a Vertically-Guided Airport Airspace Analysis for runway 17/35 ends only.

J-U-B will prepare and submit a Statement of Work (SOW) for the survey project to the ADIP website.

The J-U-B will develop and submit an Imagery Plan (IP) and a Survey and Quality Control Plan (SQCP) to the (ADIP) website for the project.

Primary and Secondary Airport Control Stations PACS (1) and SACS (2) will be used for control on this project. If the PACS and SACS are found to be unusable, temporary project control points will be established and used for the project and tied to the NSRS. These temporary project control points, if required, will only be available for this project in lieu of having PACS and SACS at the airport.

B. Aerial Mapping and Photography

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

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

C. Field Surveys and Reconnaissance

J-U-B shall conduct detailed field reconnaissance and surveys of the specified study area to support aerial photography and collect key topographic features critical to the project and ADIP submittal. Specific collection and verification task items:

- Perform survey reconnaissance and meet with field crews, engineers, and Airport staff to discuss the extent of the project. Conduct interviews with agencies to prepare documentation of survey conditions and procedures in accordance with AC 150/5300-18B chg1-consolidated.
- Recover, evaluate and verify existing NGS geodetic control monument; Primary and Secondary Airport Control Stations PACS (1) and SACS (2) according to guidelines established in AC 150/5300-16B. Perform, document, and report the tie to the National Spatial Reference System (NSRS) as required by AC 150/5300-16B. Establish 9 photo control "ID" points (number of high and low targets to be determined by photogrammetrist) and 5 OPUS check points as the base control for geo-referencing the aerial orthophotography. (Per aerial company.)

- Note: The approximate location of all control points will be identified by the aerial mapping subconsultant on a figure and provided to J-U-B prior to the survey and flight. The control points should be located within the public right-of-way where painted control points or temporary markers can be established. However, some premarks may need to be established on private property using temporary markers. The airport will be responsible for obtaining right of access to private property as necessary. After receiving confirmation from the aerial mapping subconsultant that all flight data is of good quality and useable, J-U-B will remove temporary markers.
- Survey, Monument, and document runway endpoints for Runway 17/35.
- Determine runway lengths and runway widths and the runway true azimuth.
- Collect an elevation profile for Runway 17/35 according to the standards in AC 150/5300-18B chg1-consolidated at 50-foot intervals.
- Survey obstacles and other planimetric features that cannot be collected by aerial mapping survey.
- Document features requiring appropriate photos and preparing required sketches. Processing collected data and preparing for upload to ADIP website.

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

D. Airport Airspace Analysis

The aerial mapping subconsultant will conduct an Airport Airspace Analysis and identify obstacles and possible hazards to air navigation on, and within the vicinity of the airport according to requirements in AC150/5300-18B chg1-consolidated. A Vertically-Guided Airport Airspace Analysis be performed for runway 17/35 ends only.

E. Surveyed Features/Planimetric Data

Specific features to be captured are: Runway Ends, Runway, Touchdown Lift Off area, Airport Control Points, Obstacles, Obstruction Areas, and Obstruction ID Surface. Planimetric data will be included in the survey data submission to the ADIP website.

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

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

- a. Prepare and process all field data collected, assign it attributes and layers – thus creating the base sheet information
- b. Prepare, submit & upload the data and reports to the FAA ADIP website
- c. Develop the Final Survey Report with the appropriate supporting documentation
- d. Develop the deliverables for internal use, for the client, and for the FAA

Products:

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

Element 4 –Public Involvement and Stakeholder Coordination

Coordination, communication, and collaboration lead to a successful Plan. Outreach efforts with this type of project will involve the FAA, the CLIENT and J-U-B. Local officials, stakeholders and citizen input will be achieved in conjunction with other public meetings. Public involvement findings with responses from stakeholders and the general public will be summarized in the Narrative. A detailed record of public comments will be included as an appendix.

- J-U-B will work with the CLIENT to identify agencies and individuals considered stakeholders in the Airport 's future. These stakeholders will be provided information on the status of the ALP Update and Narrative Report at two (2) Omak City Council meetings. Public comment on this information will be welcomed at these City Council meetings.
- J-U-B will receive public comments during the City Council meetings at the direction of the Council and provide a public comment period directly after each meeting. Information boards, with an electronic "comments or questions" prompt will be left behind for the City to display for two weeks following the meeting.

Products:

1. *A listing of agencies and individuals to notify concerning the ALP Update and Narrative Report and City Council Meetings. Summary of input and comments received.*
2. *Presentation and associated digital files for two (2) Omak City Council meetings with information on progress of report.*
3. *Travel to Omak, WA to attend two (2) meetings. Printed materials, digital files, documents and project updates.*

Element 5 – Aviation Inventory and Existing Conditions

A. Document Review

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

Existing data is available through the following documents: FAA Form 5010 and previous planning documentation.

B. Inventory and Description of Existing Facilities

As the ALP Update and Narrative Report will be evaluating limited aspects of the airport, the following data will be collected:

1. Airfield and Airspace
 - a. Wind and Weather: Wind and weather data will be taken evaluated from the on-site ASOS system.
 - b. Number and mix of based aircraft – updated BasedAircraft.com information.

2. Support Facilities:
 - a. Fuel Facilities - Storage and service locations, capacities, and condition.
 3. Property survey documentation as provided by the City.
- C. Describe Regional Setting and Land Use Controls
- J-U-B will obtain land use documents, maps and regulations from the various County and City Planning and Zoning Departments to include existing zoning ordinances, subdivision regulations, building codes, easements, right-of-way, comprehensive plans, and other documents pertaining to land use management in the vicinity of the airport. The Land Use Plan drawing will be updated to illustrate revisions to any airfield configuration, aviation easements, airport influence areas and potential impacts to land uses in the airport vicinity. An evaluation of the existing Land Use Ordinances compared to FAA/WSDOT recommendations for land use compatibility and airspace protection will be conducted and presented.
- D. Section 163 Property Documentation
- Gather information from the CLIENT on ownership transfer and funding mechanisms for each property within the airport, to include those land or facilities acquired by: 1) Federal AIP/ADIP; 2) Federal Surplus Property Act; 3) Sponsor; and 4) any previously approved Section 163 properties.
- E. Demographics/Economics
- J-U-B will use Woods and Poole economic data for baseline and history. This information will be used to describe the setting of the existing airport service area and to prepare projection for future airport activity.
- Obtain available 2021 activity including date, aircraft, origin, destination, departure, and arrival for flight planned operations at the Airport from FlightAware.
- The CLIENT needs to validate and update the Basedaircraft.com site in a timely manner to allow J-U-B to proceed with Element 6.
- F. Financial Data
- CLIENT will provide J-U-B with airport financial data, including operating revenues and expenses, and sources and uses of capital funds. J-U-B will identify sources of funding the CLIENT currently uses for capital improvement and development programs. The information gathered in this inventory will be used to prepare a financial plan for the recommended development program in Element 11.

Product:

1. *Information and understanding of identified existing facilities and activity will be presented in tabular or graphic formats.*
2. *Tabulated airport facilities for input and use in Facility Requirements.*
3. *A summary of the comparison of existing Land Use Ordinances to FAA/WSDOT recommendations for land use compatibility and airspace protection.*
4. *A summary of the CLIENT's Operating Revenues and Expenses and existing sources of funding for capital improvement projects for use later in the project.*

Element 6 – Aviation Forecasts

J-U-B will develop Forecasts from historical data, current activity, and expected change, and provide project levels of activity and guidance on the facilities required to accommodate that activity. Per FAA SOP 2.00 and FAA's *Forecasting by Airport*.

Forecasts will use collected data, user information, and industry trends to develop near-term (5 year), mid-term (10 year), and long-term (20-year) activity forecasts. The collected data, user information and industry trends to be used by J-U-B may include: existing data held by the CLIENT and collected by the CLIENT from tenants, such as a hangar survey to be conducted by J-U-B and the CLIENT, data held by the FAA such as 5010 Master Record, TFMSC data, and data collected to establish existing based aircraft and existing operations.

The base year for forecasting will be 2022. FAA forecasting data, methodology, forms, tables, and formats will be used as guidance, in addition to regional and industry trends. Data may include the historic compounded annual growth rate in the City or region, per capita income, operations per based aircraft, total U.S. based aircraft, and total U.S. operations from FAA Aerospace Forecasts. J-U-B will compare differences with the FAA Terminal Area Forecasts (TAF) and explain any discrepancies in the Airport Layout Plan narrative.

Forecasts will be developed for annual operations and broken down into local and itinerant general aviation operations, itinerant non-scheduled air-taxi operations, and based aircraft. Based aircraft forecasts will differentiate between single-engine piston, multi-engine piston, jet, and helicopter aircraft. Reference will be made to proposed Runway Design Codes (RDC) and critical aircraft, which will be identified (by approach category, by wingspan, and/or by weight, for different airport components per runway end). The critical aircraft must conduct approximately 500 annual operations, excluding touch-and-go's.

The preferred forecasts will be delivered to the FAA by J-U-B for review and written approval. J-U-B will document and justify variations from the FAA TAF.

Product:

1. *Preparation of general aviation based and operations forecasts in 5-year, 10-year and 20-year intervals for the planning period. Identify existing and future critical aircraft. The critical aircraft and forecast will be submitted to the FAA for approval prior to proceeding with subsequent related tasks.*

Element 7– Facility Requirements

Based on information from other tasks, J-U-B will identify airport facility requirements. The determination of additional facilities to address meeting design standards will be based on the forecasted demand, compliance with governmental regulations, and facilities necessary to accommodate projected demand. Recommendations will result from an analysis of FAA design criteria, knowledge of conditions at the airport and the desires of the CLIENT.

A table listing all deviations from all current FAA design standards will be provided in the report as well as on the ALP drawing, including proposed disposition of the deviations and obstructions to FAR Part 77 airspace based upon the current airspace configuration. Disposition would entail recommended development and/or recommended FAA approval of modifications to standards. Procedure and rationale will be included for determining recommended runway lengths per AC 150/5325-4B as needed. Airport standards to be met will be defined as consistent with FAA Advisory Circular 150-5300-13A change 1.

Product:

1. *Provide a table comparing existing facility components to FAA design standards.*
2. *List of deficiencies, and a briefing of the inadequacy, and new facility requirements.*

Element 8 – Alternatives Development and Evaluation

J-U-B will develop alternative layouts for the hangar development area and each alternative will be graphically depicted. Improvement alternatives will not be developed for facilities in working order that are not impacted by planned development. The layouts will be based upon the anticipated 20-year development needs; however, the estimated land needs for the 50-year airport development may also be evaluated. J-U-B will develop planning-level cost estimates for improvements identified in each alternative.

Improvements will be correlated with forecasted volumes of activity that would trigger an increase or decrease in future demand of the recommended improvement.

Through ongoing coordination and accomplishment of the previous project elements, airport property development alternatives will be formulated which meet the needs of the airport. Development alternative plans will take into consideration how policy determinations made previously will affect land use on the airport property. Each alternative will first satisfy the highest priority land use--that of preserving land necessary for long-range airfield needs of the airport.

Alternatives Analysis will be completed specific to hangar development areas.

The alternatives will be evaluated based on staging implications, estimated development costs, financial impacts, maintenance costs, operational and functional effectiveness, interrelationships with adjacent properties, and other planning considerations. Note that Airspace alternatives will not be evaluated, as the current approach procedures are scheduled for evaluation by the FAA Flight Procedures Division.

The landside alternatives will be provided to the CLIENT for evaluation to determine the preferred alternative.

Product:

1. *Up to two (2) graphically depicted landside layouts for hangar development options.*
2. *Selection of a Preferred Alternative.*

Element 9 – Facilities Implementation Plan and Financial Feasibility Analysis

The purpose of this study element is to establish a financial implementation program to provide the airport development requirements necessary to meet the projected aviation activity demands established via the previous elements.

- J-U-B will prepare a development program which will include a financially un-constrained plan allowing the CLIENT to evaluate alternative costs. The preferred plan will be implemented in phases as demands at the airport dictate. Exhibits will visualize planned development according to the preferred alternative from the previous element. Improvements and cost estimates for the improvements will be found thereon, along with a program implementation/funding plan. The CIP will include estimates of the amount of funding eligible from FAA grant-in-aid programs, as well as other funding sources. AIP funding defines financially constrained as used in this paragraph.
- The financial plan for the landside projects will identify steps toward implementation including land needs, permitting, and stakeholder coordination. An evaluation of the airport's historic and projected expenses and revenues will be conducted and opportunities for revenue enhancement will be explored. An emphasis on financially constrained projects will be provided, to allow the CLIENT to understand any funding shortfalls.

Product:

1. *Development Exhibits providing estimated costs to the CLIENT*
2. *An evaluation of airport expenses and revenues for a 5-year and a 20-year period will be compared to the CIP in order to identify a balanced approach for executing the program.*
3. *Rationale for unusual design features and/or modifications to FAA Airport Design Standards.*

Element 10 – Airport Layout Plans

The Airport Layout Plan (ALP) drawings will be created and will reflect existing and future land and facilities necessary for operation and development of the airport, per CLIENT prerogative. The ALP drawing files will be prepared based on the mapping data collected in the ADIP element, existing CAD drawings, and other off-the shelf digital data products. All of the major development proposed in the preferred alternative will be shown on the ALP in schematic form.

Drawings specified within FAA SOP 2.00 Appendix A Checklist 1-9 will be produced with the exception of the Airport Property Inventory Map/Exhibit A which will be subject of FAA SOP 3.00. An FAA ALP Checklist will be used to prepare the ALP drawings for this project, FAA AC 150/5070-6B, Airport Master Plan, and FAA Standard Operating Procedure, Standard Procedures for FAA Review and Approval of Airport Layout Plans. A completed checklist will be submitted to the FAA along with the ALP drawings when they are submitted for coordination. Similarly, the FAA Exhibit A checklist and table templates will be used to prepare the Property Map drawings for this project and a completed checklist will be submitted to the FAA.

A. Cover, Data Sheet and Airport Layout Plan (3 Sheets)

The Cover sheet will allow the ALP Approval Letter to be embedded within the sheet. The ALP will be prepared to reflect updated physical features, location of airfield facilities (runway, taxiways, NAVAIDs) and existing development areas. Development of alternatives and ultimate airfield facilities will be based on short, intermediate, and long-range requirements which incorporate both airside and landside requirements. Appropriate wind rose data based on historical conditions will be identified on the Data Sheet.

B. Airport Airspace Drawing (1 Sheet, plus tabulation sheet)

This drawing shows a plan and profile view of all FAR Part 77 imaginary surfaces. Obstructions will be identified, the amount of penetration determined, and their proposed disposition identified. USGS "Quad Maps" will be used. Fifty-foot contour intervals will be shown for all FAR Part 77 imaginary surfaces for the full length of all approach surfaces. Analysis of the approach surfaces will be based on the aerial survey element. USGS quadrangle maps will be used to provide off-airport information.

C. Inner Approach Surface Drawings (2 Sheets, plus tabulation sheets)

A drawing will be prepared that shows the plan and profile of the inner approach surfaces and the Runway Protection Zones (RPZs) for both runway ends. Obstructions within the inner approach surfaces will be identified and a recommended disposition will be provided. Aerial survey information will be used to develop these drawings.

D. On- and Off-Airport Land Use Plan and Section 163 Plan (1 Sheet)

A drawing will be prepared depicting existing and recommended land uses within the ultimate airport property boundary as well as adjacent land with potential to be impacted by FAR Part 77 Airspace criteria. Land use compatibility zones and traffic patterns will be the primary information on the Off-Airport Land Use Plan, and On-Airport Land Uses (including Element 8 herein) will be the primary information on the On-Airport Land Use Plan.

This drawing will depict the Airport Plan for future FAA authority per Section 163(d) as guidance with the following information:

- Identify land and facilities acquired or modified using federal funding.
- Identify Surplus Property Act instruments of transfer.
- Identify Sponsor acquired land and facilities.
- Identify projects that anticipate federal funding.
- Identify any Section 163 determinations already made on the Airport

E. Airport Property Inventory Map {Exhibit A}

An Airport Property Inventory Map (APIM) will be created to depict existing/proposed ownership. As much information as is available will be obtained from the local records office or the current Exhibit A to meet limited requirements of FAA SOP 3.00. Parcel metes and bounds will be drawn from legal descriptions or from within the software. Title reports will be gathered; however, neither title insurance, legal opinion, property encumbrances, abstraction, nor title examination is of subject for this effort.

J-U-B will prepare this drawing's plan view and tabulations per SOP 3.00 which instructs inventory and documentation of current and proposed properties: Parcel ID and any related AIP/FAAP/ADAP or WSDOT grant number, acreage, purpose, grantee/grantor, type/date and form/rights of conveyance instrument, tax number, and related encumbrances. Released/sold property itemizations include the items in the previous sentence, plus type/date of release and recorded document number of the release from FAA. Clarifying notes will be necessary for many itemizations. The related SOP 3.00 Exhibit A Checklist will be filed.

It is believed that the City already has the proper records describing the Airport property. J-U-B will use these existing records to create the exhibit. However, to accommodate any additional research required or desires for more in-depth investigation by the CLIENT, a management reserve should be established to cover any additional expenses.

Product:

1. *Cover sheet, Airport Data Sheet, and ALP Drawing will be created from ADIP and formatted into CAD/GIS. Existing and future conditions will be shown on one (1) ALP sheet.*
2. *An Inner Approach Surface drawing that shows the approach areas for each runway at the airport, both existing and future.*
3. *FAR Part 77 Land use, and Section 163(d) review drawings for the airport to include plan/profile of the obstruction/approach zones for future conditions and salient land use concerns including existing and overlay district.*
4. *A drawing that provides the CLIENT a plan for the airport as well as guidance for maintaining appropriate zoning in the vicinity of the airport. This information will be used to provide the CLIENT with recommendations regarding the update of existing zoning ordinances currently in-place on land around the airport.*
5. *Airport Property Inventory Map (Exhibit A) showing existing land and proposed acquisitions, pursuant to SOP 3.00 and related checklist.*

Element 11 – Reports and Documentation

To maintain proper coordination of the planning effort and confirm project and airport goals between J-U-B and the CLIENT, draft chapters containing the results of the forecast, facility requirements, alternatives, and ALP plans will be prepared and sent to FAA for review prior to detailed development of the Airport Layout Plan set. The Airport Layout Plan Set and ALP Update and Narrative Report Chapters will be presented in narrative and graphic form. The Final Airport Layout Plan Set will be submitted to the FAA for review and approval. The Final ALP Update and Narrative Report chapters will also be submitted to the FAA for review and comment.

Draft Report and ALP Drawing Set

Based upon comments provided on the draft chapters, revisions will be made and a Draft Airport Layout Plan Set and Updated ALP and Narrative Report will be prepared for CLIENT review and submittal to the FAA coordination and approval. 24 inch by 36 inch sheets will be produced, along with ALP checklists.

Final Airport Master Plan Deliverables:

1. Final ALP Update and Narrative Report Chapters
2. Final Airport ALP Update and Narrative Report Presentation to Omak City Council
3. Electronic Media/Files for Final ALP Update and Narrative Report Deliverables
4. Final Airport Layout Plan Drawing Set (6 copies)

ASSUMPTIONS

- CLIENT to validate and update the Basedaircraft.com for their current based aircraft in a timely manner.
- CLIENT to provide existing and planning financial data for the airport.
- The scale of this report is based on updating the ALP to provide Flight Procedures with enough information to evaluate the possibility of a new approach, and to review the hangar development area. Therefore, the report will not include:
 - Review of lease holders
 - Support Facilities (Airport Maintenance Equipment)
 - An Environmental baseline and methodology will not be included. NEPA, which may include a public involvement and scoping process, will be required prior to the implementation of any airport projects. The level of NEPA documentation will be determined by the FAA on a project by project basis and is outside of the scope of this work.
 - Recycling Plan is not required for an ALP Update with Narrative Report project (AC 150/5070-6B change 2, Sec 202.c.)
 - Cultural Resource Survey will not be included
 - An updated DBE Program Plan will not be included. The Airport's DBE Program was last approved July 22, 2020 and is still current.

ATTACHMENT 1B

PROJECT TITLE: ALP Update and Narrative Report
 AIRPORT: Omak Municipal
 CLIENT: City of Omak, Washington
 DATE: 3/7/2022

HOURS AND FEES

TASK NO	Principal	Sr Engr	Proj. Mgr/	Planning	Engr.	Proj.	Planner/	GIS	Survey	Survey	Crew	Sr. Enviro	Public	CAD	Enviro/	Admin	TASK COSTS
	1	4	4	6	4									8	2		\$1,137.00
		4	4		4									20			\$1,632.00
		2	2	12					4						2		\$920.00
		4	4	4													\$540.00
Element 6 - Aviation Forecasts																	
	1	2	2	10			24								1		\$1,906.00
	1	4	4	8			20								2		\$1,785.00
	1	4	4	8			20	2							1		\$1,864.00
Element 7 - Facility Requirements																	
	5	6	6	6			12										\$1,713.00
	5	8	8	8			14							15			\$2,131.00
		2	2	2			6	2						31			\$1,852.00
Element 8 - Alternatives Development & Evaluation																	
		2	2	4	2			10						2			\$1,102.00
	2	2	2	4	4		4	6						8			\$1,380.00
											10						\$600.00
Element 9 - Facilities Implementation Plan																	
	1	3	8	8	2			1						2	2		\$1,074.00
	2	8	16	16	6			8						20	2		\$3,568.00
Element 10 - Airport Layout Plans (ALP Sheets)																	
		2	2	2										24			\$1,326.00
	1	2	2	22	8									36			\$3,545.00
														12			\$528.00
	1	1	8	8	8									24			\$2,102.00
														36			\$2,240.00
														18			\$1,256.00
	1	1	4	4	8									20			\$1,686.00
	1	1	12	4	4				36					32			\$4,890.00
Element 11 - Reports and Documentation																	
	2	2	20	20	20									20	40		\$4,420.00
	1	1	16	16	16									12	20		\$2,970.00
LABOR:																	
	32	173	270	158	173		133	93	79	13	31	391	152				\$88,634.00
Labor Subtotal																	
																	\$147,513.57
																	\$35,422.13
																	\$271,569.70

Direct Overhead: 166.43%
 Fixed Fee: 15.00%
 Subtotal Labor + Fixed Fee:

EXPENSES:	Cost	Air	Ground	Trip	Days	Days/Hours	MarkUp
Air Travel & Rental Vehicle	\$600.00	2	7	280			1.0
Mileage	\$0.585						1.0
Per Diem	\$59.00		4				1.0
Lodging	\$96.00		4				1.0

ATTACHMENT 1B

PROJECT TITLE: ALP Update and Narrative Report
 AIRPORT: Omak Municipal
 CLIENT: City of Omak, Washington
 DATE: 3/7/2022

HOURS AND FEES

TASK NO	Principal	Proj. Mgr/ Sr Engr	Planning Mgr	Proj. Engr.	Planner/ Designer	GIS Manager	Survey PLS	Survey Crew	Sr. Enviro Specialist	Public Inv. Spec	CAD Designer	Enviro/ Admin	TASK COSTS
	Rate: \$75.00	\$75.00	\$60.00	\$52.00	\$44.00	\$52.00	\$61.00	\$75.00	\$60.00	\$43.00	\$44.00	\$25.00	\$3,133.00
	\$31.33							100			1.0		\$500.00
	\$500.00					1 Lump Sum					1.0		\$500.00
	\$55.00						8				1.0		\$440.00
	\$1,500.00					1 Lump Sum					1.0		\$1,500.00
Expenses Subtotal:													\$8,239.60
SUBCONSULTANTS:													
1	Aerial Survey Subconsultant (GeoTerra)												\$22,865.00
2	Woods and Poole SocioEconomics												\$445.00
Expenses Subtotal:													\$0.00
Subconsultants Subtotal:													\$23,310.00
J-U-B TOTAL - MASTER PLAN UPDATE ENGINEERING & PLANNING SERVICES:													\$303,419.30
TOTAL:													\$303,419.30

MEMORANDUM

To: Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: May 2, 2022

Subject: **Resolution No. 29-2022** Guaranteeing Grant Matching Funds to the Washington State Department of Transportation.

The Attached **Resolution 29-2022, A RESOLUTION OF THE OMAK CITY COUNCIL, TO THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AVIATION GUARANTEEING GRANT MATCH FUNDS AVAILABILITY,** is forwarded for your consideration.

The Washington State Department of Transportation is asking for this Resolution to guarantee the City of Omak will provide the matched funds of \$17,220.95. This will be 5.5% of the match funds with Washington State Department of Transportation providing the other 4.5% \$13,870.95 fulfilling the match contribution for the \$310,919.00 FAA grant.

This is for the ALP update and narrative report at Omak Municipal Airport.

We are requesting approval of this resolution.

RESOLUTION NO. 29-2022

**A RESOLUTION OF THE CITY OF OMAK GUARANTEEING FUNDING
MATCH FOR ALP UPDATE AND NARRATIVE REPORT**

WHEREAS, the City of Omak will be submitting an Airport Application to the Washington State Department of Transportation (WSDOT) Aviation for the ALP update and narrative report at Omak Municipal Airport; and,

WHEREAS, the total project funding is to be comprised of \$13,870.95 from WSDOT Aviation, with a local match amount of \$17,220.95 from the City of Omak funds. The calculation for the total match is 10% (approximately 4.5% from WSDOT, 5.5% from Omak) of the overall project amount of \$310,919. FAA AIP grant 3-53-0042-014-2022 provides for 90% of the project cost.

NOW, THEREFORE BE IT RESOLVED, that the City of Omak, Washington, supports this project and allocates \$17,220.95 in the 2022 budget to fulfill the local match contribution requirement.

PASSED AND APPROVED this ____ day of _____, 2022.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney

J-U-B ENGINEERS Inc

AUG - 2 2021

RECEIVED

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City of Omak

WASHINGTON STATE

heart of the okanogan

To: Diane Zipperer and Toby Epler
From: Ken Mears
City of Omak Public Works Director

Date: July 29th, 2021

The City of Omak has conducted a competitive process using the Request for Statements of Qualifications process following the requirements of Chapter 2 AC 150/5100-14E from the U.S. Department of Transportation Federal Aviation Administration for the selection of professional engineers. The City received Statements of Qualifications from four firms evaluated by the Mayor, two members of staff, and a member of the City Council. As a result of the evaluation process JUB Engineers, Inc. was selected as the firm with the best qualifications to provide engineering services for the Omak Municipal Airport.

The City would like to thank the firms that took the time and interest in the selection process.

Sincerely,



Ken Mears
Public Works Director
City of Omak



J-U-B ENGINEERS, INC.

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

Attachment 1A – Detailed Scope of Work

PROJECT NAME ALP Update and Narrative Report
AIRPORT NAME: Omak Municipal Airport
CLIENT: City of Omak, Washington
A.I.P. NUMBER: 3-53-0042-014-2022
J-U-B PROJECT NUMBER: 45-21-036
CLIENT PROJECT NUMBER: _____

ATTACHMENT TO:

- AGREEMENT DATED: _____; or
AUTHORIZATION FOR ADDITIONAL SERVICES # ___; DATED: _____

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

PART 1 - PROJECT UNDERSTANDING

The Omak Municipal Airport last did a complete Master Plan in 2007. In Summer of 2021, Flight Procedures contacted the SPONSOR regarding the airport’s existing approach procedure. The existing procedure is considered a “legacy” procedure, in that it doesn’t meet current criteria for RNAV development. Developing a new procedure would bring it into compliance with current criteria. To determine if a new approach procedure is appropriate for the airport, the current ALP will need to be updated. The SPONSOR and FAA have determined that an ALP Update and Narrative Report will provide the required information for an evaluation of this new approach procedure, as well as update the overall ALP for the airport. This is intended to be a basic report per AC 150/5070-6B Section 202.c. This AC states that a full Master Plan update is not necessary if there have not been any major changes in airport activity or improvements, as is the case with the Omak Municipal Airport.

The major issues anticipated to be addressed in this plan include:

- Basic aeronautical forecasts / aviation demand forecasts
Basis for the proposed items of development / assessment of facility requirements
Rationale for unusual design features and/or modifications to FAA Airport Design Standards, as needed

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

J-U-B’s Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

Element 1 – Study Initiation

J-U-B is to develop a detailed scope of services, budget, and schedule to be made a part of the project contract fee negotiations. J-U-B will conduct a scoping meeting with the CLIENT. A detailed task-by-task itemization of the project budget and schedule will be provided for review by the FAA and CLIENT. The schedule will be updated regularly.

J-U-B shall assist the Client with Record of Negotiations documentation. J-U-B shall provide the CLIENT and the Independent Fee Estimator with a blank person-hour spreadsheet for Scope of Services. A

teleconference will be held with the IFE firm only if specific clarifications are needed on the proposed project Scope of Services. The CLIENT may be on the phone call and costs must not be discussed.

J-U-B will prepare an agreement for Professional Services for submittal and review to the CLIENT, and FAA, including FAA's *Professional Service Agreement Checklist*. The Agreement shall be comprehensive in description of services and responsibilities of all contract parties.

Product:

1. *The final scope of work, including level of effort, approach, tasks and deliverables, will be used to obtain an Independent Fee Estimate for the project for use in contract negotiations. A breakdown of project costs for each element and task will be provided along with the final anticipated project schedule.*

Element 2 – Project Management

J-U-B shall oversee project tasks and coordinate with CLIENT representatives to manage the scope, schedule, budget and work plan for the ALP Update and Narrative Report. J-U-B invoices will be prepared and submitted to the CLIENT on a monthly basis and will include a brief status report outlining work accomplished during the billing period. It is assumed that the project will last 18 months (through project closeout). The following items will be accomplished as part of the Project Management:

- Conduct monthly project team briefings. The briefings will take place via teleconference, and last up to one hour each.
- Conduct three (3) CLIENT/FAA/Sponsor briefings. The briefings will take place via teleconference and last for up to one hour each.
- Conduct two (2) in person meetings to discuss key project issues. Meetings will take place in Omak, WA and be attended by up to two (2) J-U-B staff members. These meetings will be conducted in conjunction with presentations to City Council and the public. See Element 4.
- Assist CLIENT in preparation of six (6) FAA Quarterly Performance Reports though project closeout and submission of a minimum of two (2) SF 425/271 forms (annually and at closeout).
- Assist the CLIENT in preparation of an FAA Grant Application for Federal Assistance for the project, including schedule, prior to project initiation. Assist the CLIENT in the submittal of FAA Sponsor Certifications, to include Selection of Consultants, Drug-Free Workplace, and Disclosure Regarding Potential Conflicts.
- Assist the CLIENT in preparation and processing of monthly Request for Reimbursement (RFR) by submitting data as described. It is anticipated that the CLIENT will prepare and process eighteen (18) monthly sets of RFR 'packages' for this project. J-U-B will provide documentation of costs for CLIENT's use in performing the RFR draws including invoices, reimbursing spreadsheets.
- Provide the following services related to Federal Disadvantaged Business Enterprise (DBE) requirements:
 - Update current 2021-2023 goal to account for revised Capital Improvement Plan.
 - Prepare two (2) DBE annual reports which report project DBE participation to FAA Civil Rights.
 - Assist the CLIENT with FAA project/grant closeout pursuant to SOP 10.00 "Administrative Closeout of Airport Improvement Program Grants".

Product:

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

Element 3 –Airport Data & Information Portal (ADIP)

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

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

J-U-B will assist develop a new airport survey project for the airport on the Airport Data & Information Portal (ADIP) website at <https://adip.faa.gov>. The project will be a new airport survey project type to provide support for an ALP and also include a Vertically-Guided Airport Airspace Analysis for runway 17/35 ends only.

J-U-B will prepare and submit a Statement of Work (SOW) for the survey project to the ADIP website.

The J-U-B will develop and submit an Imagery Plan (IP) and a Survey and Quality Control Plan (SQCP) to the (ADIP) website for the project.

Primary and Secondary Airport Control Stations PACS (1) and SACS (2) will be used for control on this project. If the PACS and SACS are found to be unusable, temporary project control points will be established and used for the project and tied to the NSRS. These temporary project control points, if required, will only be available for this project in lieu of having PACS and SACS at the airport.

B. Aerial Mapping and Photography

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

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

C. Field Surveys and Reconnaissance

J-U-B shall conduct detailed field reconnaissance and surveys of the specified study area to support aerial photography and collect key topographic features critical to the project and ADIP submittal. Specific collection and verification task items:

- Perform survey reconnaissance and meet with field crews, engineers, and Airport staff to discuss the extent of the project. Conduct interviews with agencies to prepare documentation of survey conditions and procedures in accordance with AC 150/5300-18B chg1-consolidated.
- Recover, evaluate and verify existing NGS geodetic control monument; Primary and Secondary Airport Control Stations PACS (1) and SACS (2) according to guidelines established in AC 150/5300-16B. Perform, document, and report the tie to the National Spatial Reference System (NSRS) as required by AC 150/5300-16B. Establish 9 photo control "ID" points (number of high and low targets to be determined by photogrammetrist) and 5 OPUS check points as the base control for geo-referencing the aerial orthophotography. (Per aerial company.)

- Note: The approximate location of all control points will be identified by the aerial mapping subconsultant on a figure and provided to J-U-B prior to the survey and flight. The control points should be located within the public right-of-way where painted control points or temporary markers can be established. However, some premarks may need to be established on private property using temporary markers. The airport will be responsible for obtaining right of access to private property as necessary. After receiving confirmation from the aerial mapping subconsultant that all flight data is of good quality and useable, J-U-B will remove temporary markers.
- Survey, Monument, and document runway endpoints for Runway 17/35.
- Determine runway lengths and runway widths and the runway true azimuth.
- Collect an elevation profile for Runway 17/35 according to the standards in AC 150/5300-18B chg1-consolidated at 50-foot intervals.
- Survey obstacles and other planimetric features that cannot be collected by aerial mapping survey.
- Document features requiring appropriate photos and preparing required sketches. Processing collected data and preparing for upload to ADIP website.

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

D. Airport Airspace Analysis

The aerial mapping subconsultant will conduct an Airport Airspace Analysis and identify obstacles and possible hazards to air navigation on, and within the vicinity of the airport according to requirements in AC150/5300-18B chg1-consolidated. A Vertically-Guided Airport Airspace Analysis be performed for runway 17/35 ends only.

E. Surveyed Features/Planimetric Data

Specific features to be captured are: Runway Ends, Runway, Touchdown Lift Off area, Airport Control Points, Obstacles, Obstruction Areas, and Obstruction ID Surface. Planimetric data will be included in the survey data submission to the ADIP website.

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

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

- a. Prepare and process all field data collected, assign it attributes and layers – thus creating the base sheet information
- b. Prepare, submit & upload the data and reports to the FAA ADIP website
- c. Develop the Final Survey Report with the appropriate supporting documentation
- d. Develop the deliverables for internal use, for the client, and for the FAA

Products:

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

Element 4 –Public Involvement and Stakeholder Coordination

Coordination, communication, and collaboration lead to a successful Plan. Outreach efforts with this type of project will involve the FAA, the CLIENT and J-U-B. Local officials, stakeholders and citizen input will be achieved in conjunction with other public meetings. Public involvement findings with responses from stakeholders and the general public will be summarized in the Narrative. A detailed record of public comments will be included as an appendix.

- J-U-B will work with the CLIENT to identify agencies and individuals considered stakeholders in the Airport 's future. These stakeholders will be provided information on the status of the ALP Update and Narrative Report at two (2) Omak City Council meetings. Public comment on this information will be welcomed at these City Council meetings.
- J-U-B will receive public comments during the City Council meetings at the direction of the Council and provide a public comment period directly after each meeting. Information boards, with an electronic "comments or questions" prompt will be left behind for the City to display for two weeks following the meeting.

Products:

1. *A listing of agencies and individuals to notify concerning the ALP Update and Narrative Report and City Council Meetings. Summary of input and comments received.*
2. *Presentation and associated digital files for two (2) Omak City Council meetings with information on progress of report.*
3. *Travel to Omak, WA to attend two (2) meetings. Printed materials, digital files, documents and project updates.*

Element 5 – Aviation Inventory and Existing Conditions

A. Document Review

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

Existing data is available through the following documents: FAA Form 5010 and previous planning documentation.

B. Inventory and Description of Existing Facilities

As the ALP Update and Narrative Report will be evaluating limited aspects of the airport, the following data will be collected:

1. Airfield and Airspace
 - a. Wind and Weather: Wind and weather data will be taken evaluated from the on-site ASOS system.
 - b. Number and mix of based aircraft – updated BasedAircraft.com information.

2. Support Facilities:

- a. Fuel Facilities - Storage and service locations, capacities, and condition.

3. Property survey documentation as provided by the City.

C. Describe Regional Setting and Land Use Controls

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

D. Section 163 Property Documentation

Gather information from the CLIENT on ownership transfer and funding mechanisms for each property within the airport, to include those land or facilities acquired by: 1) Federal AIP/ADIP; 2) Federal Surplus Property Act; 3) Sponsor; and 4) any previously approved Section 163 properties.

E. Demographics/Economics

J-U-B will use Woods and Poole economic data for baseline and history. This information will be used to describe the setting of the existing airport service area and to prepare projection for future airport activity.

Obtain available 2021 activity including date, aircraft, origin, destination, departure, and arrival for flight planned operations at the Airport from FlightAware.

The CLIENT needs to validate and update the Basedaircraft.com site in a timely manner to allow J-U-B to proceed with Element 6.

F. Financial Data

CLIENT will provide J-U-B with airport financial data, including operating revenues and expenses, and sources and uses of capital funds. J-U-B will identify sources of funding the CLIENT currently uses for capital improvement and development programs. The information gathered in this inventory will be used to prepare a financial plan for the recommended development program in Element 11.

Product:

1. *Information and understanding of identified existing facilities and activity will be presented in tabular or graphic formats.*
2. *Tabulated airport facilities for input and use in Facility Requirements.*
3. *A summary of the comparison of existing Land Use Ordinances to FAA/WSDOT recommendations for land use compatibility and airspace protection.*
4. *A summary of the CLIENT's Operating Revenues and Expenses and existing sources of funding for capital improvement projects for use later in the project.*

Element 6 – Aviation Forecasts

J-U-B will develop Forecasts from historical data, current activity, and expected change, and provide project levels of activity and guidance on the facilities required to accommodate that activity. Per FAA SOP 2.00 and FAA's *Forecasting by Airport*.

Forecasts will use collected data, user information, and industry trends to develop near-term (5 year), mid-term (10 year), and long-term (20-year) activity forecasts. The collected data, user information and industry trends to be used by J-U-B may include: existing data held by the CLIENT and collected by the CLIENT from tenants, such as a hangar survey to be conducted by J-U-B and the CLIENT, data held by the FAA such as 5010 Master Record, TFMSC data, and data collected to establish existing based aircraft and existing operations.

The base year for forecasting will be 2022. FAA forecasting data, methodology, forms, tables, and formats will be used as guidance, in addition to regional and industry trends. Data may include the historic compounded annual growth rate in the City or region, per capita income, operations per based aircraft, total U.S. based aircraft, and total U.S. operations from FAA Aerospace Forecasts. J-U-B will compare differences with the FAA Terminal Area Forecasts (TAF) and explain any discrepancies in the Airport Layout Plan narrative.

Forecasts will be developed for annual operations and broken down into local and itinerant general aviation operations, itinerant non-scheduled air-taxi operations, and based aircraft. Based aircraft forecasts will differentiate between single-engine piston, multi-engine piston, jet, and helicopter aircraft. Reference will be made to proposed Runway Design Codes (RDC) and critical aircraft, which will be identified (by approach category, by wingspan, and/or by weight, for different airport components per runway end). The critical aircraft must conduct approximately 500 annual operations, excluding touch-and-go's.

The preferred forecasts will be delivered to the FAA by J-U-B for review and written approval. J-U-B will document and justify variations from the FAA TAF.

Product:

1. *Preparation of general aviation based and operations forecasts in 5-year, 10-year and 20-year intervals for the planning period. Identify existing and future critical aircraft. The critical aircraft and forecast will be submitted to the FAA for approval prior to proceeding with subsequent related tasks.*

Element 7– Facility Requirements

Based on information from other tasks, J-U-B will identify airport facility requirements. The determination of additional facilities to address meeting design standards will be based on the forecasted demand, compliance with governmental regulations, and facilities necessary to accommodate projected demand. Recommendations will result from an analysis of FAA design criteria, knowledge of conditions at the airport and the desires of the CLIENT.

A table listing all deviations from all current FAA design standards will be provided in the report as well as on the ALP drawing, including proposed disposition of the deviations and obstructions to FAR Part 77 airspace based upon the current airspace configuration. Disposition would entail recommended development and/or recommended FAA approval of modifications to standards. Procedure and rationale will be included for determining recommended runway lengths per AC 150/5325-4B as needed. Airport standards to be met will be defined as consistent with FAA Advisory Circular 150-5300-13A change 1.

Product:

1. *Provide a table comparing existing facility components to FAA design standards.*
2. *List of deficiencies, and a briefing of the inadequacy, and new facility requirements.*

Element 8 – Alternatives Development and Evaluation

J-U-B will develop alternative layouts for the hangar development area and each alternative will be graphically depicted. Improvement alternatives will not be developed for facilities in working order that are not impacted by planned development. The layouts will be based upon the anticipated 20-year development needs; however, the estimated land needs for the 50-year airport development may also be evaluated. J-U-B will develop planning-level cost estimates for improvements identified in each alternative.

Improvements will be correlated with forecasted volumes of activity that would trigger an increase or decrease in future demand of the recommended improvement.

Through ongoing coordination and accomplishment of the previous project elements, airport property development alternatives will be formulated which meet the needs of the airport. Development alternative plans will take into consideration how policy determinations made previously will affect land use on the airport property. Each alternative will first satisfy the highest priority land use--that of preserving land necessary for long-range airfield needs of the airport.

Alternatives Analysis will be completed specific to hangar development areas.

The alternatives will be evaluated based on staging implications, estimated development costs, financial impacts, maintenance costs, operational and functional effectiveness, interrelationships with adjacent properties, and other planning considerations. Note that Airspace alternatives will not be evaluated, as the current approach procedures are scheduled for evaluation by the FAA Flight Procedures Division.

The landside alternatives will be provided to the CLIENT for evaluation to determine the preferred alternative.

Product:

1. *Up to two (2) graphically depicted landside layouts for hangar development options.*
2. *Selection of a Preferred Alternative.*

Element 9 – Facilities Implementation Plan and Financial Feasibility Analysis

The purpose of this study element is to establish a financial implementation program to provide the airport development requirements necessary to meet the projected aviation activity demands established via the previous elements.

- J-U-B will prepare a development program which will include a financially un-constrained plan allowing the CLIENT to evaluate alternative costs. The preferred plan will be implemented in phases as demands at the airport dictate. Exhibits will visualize planned development according to the preferred alternative from the previous element. Improvements and cost estimates for the improvements will be found thereon, along with a program implementation/funding plan. The CIP will include estimates of the amount of funding eligible from FAA grant-in-aid programs, as well as other funding sources. AIP funding defines financially constrained as used in this paragraph.
- The financial plan for the landside projects will identify steps toward implementation including land needs, permitting, and stakeholder coordination. An evaluation of the airport's historic and projected expenses and revenues will be conducted and opportunities for revenue enhancement will be explored. An emphasis on financially constrained projects will be provided, to allow the CLIENT to understand any funding shortfalls.

Product:

1. *Development Exhibits providing estimated costs to the CLIENT*
2. *An evaluation of airport expenses and revenues for a 5-year and a 20-year period will be compared to the CIP in order to identify a balanced approach for executing the program.*
3. *Rationale for unusual design features and/or modifications to FAA Airport Design Standards.*

Element 10 – Airport Layout Plans

The Airport Layout Plan (ALP) drawings will be created and will reflect existing and future land and facilities necessary for operation and development of the airport, per CLIENT prerogative. The ALP drawing files will be prepared based on the mapping data collected in the ADIP element, existing CAD drawings, and other off-the-shelf digital data products. All of the major development proposed in the preferred alternative will be shown on the ALP in schematic form.

Drawings specified within FAA SOP 2.00 Appendix A Checklist 1-9 will be produced with the exception of the Airport Property Inventory Map/Exhibit A which will be subject of FAA SOP 3.00. An FAA ALP Checklist will be used to prepare the ALP drawings for this project, FAA AC 150/5070-6B, Airport Master Plan, and FAA Standard Operating Procedure, Standard Procedures for FAA Review and Approval of Airport Layout Plans. A completed checklist will be submitted to the FAA along with the ALP drawings when they are submitted for coordination. Similarly, the FAA Exhibit A checklist and table templates will be used to prepare the Property Map drawings for this project and a completed checklist will be submitted to the FAA.

A. Cover, Data Sheet and Airport Layout Plan (3 Sheets)

The Cover sheet will allow the ALP Approval Letter to be embedded within the sheet. The ALP will be prepared to reflect updated physical features, location of airfield facilities (runway, taxiways, NAVAIDs) and existing development areas. Development of alternatives and ultimate airfield facilities will be based on short, intermediate, and long-range requirements which incorporate both airside and landside requirements. Appropriate wind rose data based on historical conditions will be identified on the Data Sheet.

B. Airport Airspace Drawing (1 Sheet, plus tabulation sheet)

This drawing shows a plan and profile view of all FAR Part 77 imaginary surfaces. Obstructions will be identified, the amount of penetration determined, and their proposed disposition identified. USGS "Quad Maps" will be used. Fifty-foot contour intervals will be shown for all FAR Part 77 imaginary surfaces for the full length of all approach surfaces. Analysis of the approach surfaces will be based on the aerial survey element. USGS quadrangle maps will be used to provide off-airport information.

C. Inner Approach Surface Drawings (2 Sheets, plus tabulation sheets)

A drawing will be prepared that shows the plan and profile of the inner approach surfaces and the Runway Protection Zones (RPZs) for both runway ends. Obstructions within the inner approach surfaces will be identified and a recommended disposition will be provided. Aerial survey information will be used to develop these drawings.

D. On- and Off-Airport Land Use Plan and Section 163 Plan (1 Sheet)

A drawing will be prepared depicting existing and recommended land uses within the ultimate airport property boundary as well as adjacent land with potential to be impacted by FAR Part 77 Airspace criteria. Land use compatibility zones and traffic patterns will be the primary information on the Off-Airport Land Use Plan, and On-Airport Land Uses (including Element 8 herein) will be the primary information on the On-Airport Land Use Plan.

This drawing will depict the Airport Plan for future FAA authority per Section 163(d) as guidance with the following information:

- Identify land and facilities acquired or modified using federal funding.
- Identify Surplus Property Act instruments of transfer.
- Identify Sponsor acquired land and facilities.
- Identify projects that anticipate federal funding.
- Identify any Section 163 determinations already made on the Airport

E. Airport Property Inventory Map {Exhibit A}

An Airport Property Inventory Map (APIM) will be created to depict existing/proposed ownership. As much information as is available will be obtained from the local records office or the current Exhibit A to meet limited requirements of FAA SOP 3.00. Parcel metes and bounds will be drawn from legal descriptions or from within the software. Title reports will be gathered; however, neither title insurance, legal opinion, property encumbrances, abstraction, nor title examination is of subject for this effort.

J-U-B will prepare this drawing's plan view and tabulations per SOP 3.00 which instructs inventory and documentation of current and proposed properties: Parcel ID and any related AIP/FAAP/ADAP or WSDOT grant number, acreage, purpose, grantee/grantor, type/date and form/rights of conveyance instrument, tax number, and related encumbrances. Released/sold property itemizations include the items in the previous sentence, plus type/date of release and recorded document number of the release from FAA. Clarifying notes will be necessary for many itemizations. The related SOP 3.00 Exhibit A Checklist will be filed.

It is believed that the City already has the proper records describing the Airport property. J-U-B will use these existing records to create the exhibit. However, to accommodate any additional research required or desires for more in-depth investigation by the CLIENT, a management reserve should be established to cover any additional expenses.

Product:

1. *Cover sheet, Airport Data Sheet, and ALP Drawing will be created from ADIP and formatted into CAD/GIS. Existing and future conditions will be shown on one (1) ALP sheet.*
2. *An Inner Approach Surface drawing that shows the approach areas for each runway at the airport, both existing and future.*
3. *FAR Part 77 Land use, and Section 163(d) review drawings for the airport to include plan/profile of the obstruction/approach zones for future conditions and salient land use concerns including existing and overlay district.*
4. *A drawing that provides the CLIENT a plan for the airport as well as guidance for maintaining appropriate zoning in the vicinity of the airport. This information will be used to provide the CLIENT with recommendations regarding the update of existing zoning ordinances currently in-place on land around the airport.*
5. *Airport Property Inventory Map (Exhibit A) showing existing land and proposed acquisitions, pursuant to SOP 3.00 and related checklist.*

Element 11 – Reports and Documentation

To maintain proper coordination of the planning effort and confirm project and airport goals between J-U-B and the CLIENT, draft chapters containing the results of the forecast, facility requirements, alternatives, and ALP plans will be prepared and sent to FAA for review prior to detailed development of the Airport Layout Plan set. The Airport Layout Plan Set and ALP Update and Narrative Report Chapters will be presented in narrative and graphic form. The Final Airport Layout Plan Set will be submitted to the FAA for review and approval. The Final ALP Update and Narrative Report chapters will also be submitted to the FAA for review and comment.

Draft Report and ALP Drawing Set

Based upon comments provided on the draft chapters, revisions will be made and a Draft Airport Layout Plan Set and Updated ALP and Narrative Report will be prepared for CLIENT review and submittal to the FAA coordination and approval. 24 inch by 36 inch sheets will be produced, along with ALP checklists.

Final Airport Master Plan Deliverables:

1. Final ALP Update and Narrative Report Chapters
2. Final Airport ALP Update and Narrative Report Presentation to Omak City Council
3. Electronic Media/Files for Final ALP Update and Narrative Report Deliverables
4. Final Airport Layout Plan Drawing Set (6 copies)

ASSUMPTIONS

- CLIENT to validate and update the Basedaircraft.com for their current based aircraft in a timely manner.
- CLIENT to provide existing and planning financial data for the airport.
- The scale of this report is based on updating the ALP to provide Flight Procedures with enough information to evaluate the possibility of a new approach, and to review the hangar development area. Therefore, the report will not include:
 - Review of lease holders
 - Support Facilities (Airport Maintenance Equipment)
 - An Environmental baseline and methodology will not be included. NEPA, which may include a public involvement and scoping process, will be required prior to the implementation of any airport projects. The level of NEPA documentation will be determined by the FAA on a project by project basis and is outside of the scope of this work.
 - Recycling Plan is not required for an ALP Update with Narrative Report project (AC 150/5070-6B change 2, Sec 202.c.)
 - Cultural Resource Survey will not be included
 - An updated DBE Program Plan will not be included. The Airport's DBE Program was last approved July 22, 2020 and is still current.

**Washington State Department of Transportation
Aviation Division**

Airport Aid Application Forms

Please indicate menu choice by clicking on the appropriate menu button.

Airport Aid Application (DOT Form 900-030EF)	Project Data Sheet (DOT Form 900-030A)	Supplemental Justification (DOT Form 900-030B)
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This document includes form fields which are used to complete the Airport Aid Application Forms.

Saving the .pdf document to your computer should allow you to save your entries and then edit the document at a later time.

However - Depending on the Adobe Acrobat version that you are using, your work might NOT be saved. It is suggested that you make an entry, save the document, exit the document, and then re-open the document to see if your data saved.

Ensure you have completed ALL field entries.

Make sure to save your work frequently.

If you are not able to save your work you will need to print the application before closing the document.

Submitting your application:

By Email -

The airport sponsor's authorized representative can Email the application by attaching the completed fillable .pdf document and all other supporting documentation to: eric.johnson@wsdot.wa.gov

Note: Other than completing the application's fields, do not edit or alter the form in any way (i.e., deleting the instruction pages, deleting unused pages for multiple projects, combining other .pdf documents, etc.). The data in the applications is extracted from the document, altering the form in any way will disable our ability to extract the information.

For questions, please contact:

WSDOT Aviation Division

Eric Johnson, Construction & Grants Program Manager

eric.johnson@wsdot.wa.gov

(360) 708-8970

Airport Aid Application

Date of Request

<p>1 Applicant: City of Omak</p> <hr/> <p>Applicant's Authorized Representative: Name: Cindy Gagne Title: Mayor Address: PO Box 72 Address 2: City: Omak State: WA Zip: 98841 Phone: (509) 826-1170 Cell: Email: mayor@omakcity.com</p>	<p>2 Project to be Managed by: Company: J-U-B ENGINEERS, Inc. Name: Alex DelRiccio Address: 422 W. Riverside Ave. Suite 304 Address 2: City: Spokane State: WA Zip: 99201 Phone: (509) 458-3727 Cell: Email: AAD@jub.com</p>
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Find your legislative and congressional district at:
<http://app.leg.wa.gov/districtfinder/>

<p>3 Airport: <input checked="" type="checkbox"/> NPIAS <input type="checkbox"/> Non-NPIAS</p>	<p>FAA Classification: State Classification:</p>	<p>Legislative District: 7th Congressional District: 4th</p>
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4 No.	Project Name and Description (list in order of priority)	Total Project Cost	Local Funds	Aviation Division Funds	Federal Funds	Other Funds (Name Source)
1	ALP Update and Narrative Report	310,919.00	17,221.00	13,871.00	279,827.00	
2	Update the current ALP to provide the required information for Flight Procedures to update the current approach procedure					
3						
Totals		310,919.00	17,221.00	13,871.00	279,827.00	0.00

5 Does the airport have an up-to-date Master Plan or ALP Narrative Report? Yes No Date: 2/1/2007

Does the airport have an approved Airport Layout Plan (ALP)? Yes No Date: 2/5/2019

Was annual requirement to review and update Airport Information System (AIS) data met for the preceeding calendar year? Yes No

Does the airport sponsor have policies to reduce greenhouse gas emissions? Yes No
- If yes, submit a copy of the policies. Submitting copy via: _____

Submit signed acceptance of Airport Aid Grant Assurances. Submitting signed grant assurances via: Emailing - Electronic Document

Submit adopted resolution; 1) Authorizing submittal of grant application, 2) Stating matching funds are available, and 3) Support of elected officials. Submitting copy via: Emailing - Electronic Document
**Does not apply to private airport sponsors*

6 Signature of Applicant's Authorized Representative
**A signed application is not required when the airport's authorized representative submits the completed application (fillable form .pdf document) by email.*

Instructions for Airport Aid Application (DOT Form 900-030EF)

1. Applicant

The name of the municipality or person who legally owns and is responsible for managing the airport "airport sponsor".

The Applicant's Authorized Representative is that individual who may be duly authorized by the public entity to act on its' behalf in the performance of duties overseeing the airport. Typically this is a mayor, city manager, county commissioner, city councilperson, port director, or tribal council member. The authorized representative should be the same individual who will sign the Airport Aid grant agreement if awarded funding. The airport manager should only be listed if he or she has the authority to negotiate contracts on behalf of the applicant.

Name, Title, Address, Phone, Cell, and Email Address. This should be the contact information for the applicant's authorized representative.

2. **Project to be Managed by** is the individual who will be responsible for the day-to-day management of the project and will be the appropriate contact for WSDOT Aviation to communicate matters relating to the grant. This person could be an employee of the airport sponsor. If the airport sponsor would like to authorize their consultant to communicate directly with WSDOT Aviation on their behalf, than this would be the that individual.

3. **Airport** is the approved name of the airport.

Check if the airport is included in the National Plan of Integrated Airport Systems (NPIAS) or whether it is designated as a Non-NPIAS airport.

Select the appropriate FAA and State classifications from the dropdown lists.

Select the appropriate Legislative and Congressional districts for the airport from the dropdown lists (If you are unsure of your districts, click on the hyperlink and enter the airport sponsor's address).

4. Project Name and Description Listed by Priority, along with Project Funding Sources

Number the projects 1, 2, 3, etc. in order of the priority (high to low).

The Project Name should be descriptive and be similar to the Project Title entered in the State Capitol Improvement Program (SCIP). Projects submitted that are not included in the SCIP will not be considered for funding.

Give a brief but accurate description of the project. You will have the opportunity to expand upon this in the Project Data Sheets to follow.

Insert the full cost of the project, the amount the airport sponsor will contribute (a minimum of 5% of the total cost for projects without federal funding or a minimum of half the local share required of federal funds e.g. FAA 90% / Local 5% / WSDOT 5%), and the amount you are requesting from the Aviation Division.

Include any other funds including the funding source (e.g. grant funds from another agency, private funds, etc.).

The total of the first column must equal the total of all other columns. The totals for the columns will automatically be calculated.

Please make these amounts as accurate as you can. Actual project bid amounts or negotiated consultant fees are preferable. If precise amounts are not yet available you are encouraged to use professional engineering estimates. If these estimates turn out to be an understatement and inadequate to cover the cost of the actual project, WSDOT Aviation may not be able to cover the additional costs which may have to be borne by the applicant. You will be asked to provide additional information supporting these costs and the source on the project data sheets.

5. Other Questions and Required Documentation

Master Plan / ALP Narrative Report - Please indicate if the airport has an approved Airport Master Plan or Airport Layout Plan (ALP) Narrative Report by checking 'Yes' or 'No'. If 'Yes' insert the month and year the report is dated.

Airport Layout Plan (ALP) - Please indicate if the airport has an approved Airport Layout Plan (ALP) by checking 'Yes' or 'No'. If 'Yes' insert the month and year the plan was approved. The project you are requesting funding for must be shown on the ALP in order to be considered for funding. If the airport does not have an approved ALP, the only project the sponsor should request funding for is the preparation of an Airport Master Plan and ALP.

Airport Information System (AIS) - Please indicate by checking 'Yes' or 'No' if the airport sponsor met the requirement to review and update their data in the AIS for the preceding calendar year by the December 31 deadline.

Greenhouse Gas Policy - RCW 70A.45, outlines fund distribution prerequisites for infrastructure and capital development projects, all airport sponsors should adopt a greenhouse gas emission reduction policy in accordance with this law. Please indicate by checking 'Yes' or 'No' if the airport sponsor has an adopted policy. If 'Yes' submit a copy of the policy to WSDOT Aviation and indicate how you are submitting by selecting the appropriate response from the drop-down menu.

For more information on this law, please visit Washington State Legislature's Revised Code of Washington (RCW) at <https://apps.leg.wa.gov/rcw/default.aspx?cite=70A.45>.

While having a policy is currently not a requirement that determines grant eligibility, it is anticipated in the near future that this will be an added requirement.

Airport Aid Grant Assurances - The airport's signed acceptance of WSDOT Aviation's Airport Aid Program Grant Assurances (Chapter 468-260 WAC) must be submitted with each Airport Aid Application. Please indicate how you are submitting the signed grant assurances by selecting the appropriate response from the drop-down menu. Please include the the grant assurances document in its entirety.

Adopted Resolution - Publicly owned airport sponsors must submit a resolution adopted by its elected officials. The resolution shall 1) Authorize submittal of the application to WSDOT Aviation, 2) State that the sponsor has the required matching funds available, and 3) State the elected officials support of the application. Please indicate how you are submitting the signed grant assurances by selecting the appropriate response from the drop-down menu.

6. Signing and submitting the Grant Application

WSDOT Aviation requests that airport sponsors submit the grant application and all supporting documentation electronically. The Airport Aid Application, Project Data Sheet(s), and Supplemental Justification Sheet(s) will need to be emailed from the Applicant's Authorized Representative as the saved fillable form .pdf file (do not edit or alter the form in any way). The email being sent directly from the Applicant's Authorized Representative will serve in lieu of an actual signature on a printed document.

All application forms and supporting documentation must be received by WSDOT Aviation by the published deadline. WSDOT will reply to the email acknowledging receipt of the application.



Airport Aid Application Project Data Sheet

Complete a separate Project Data Sheet for each project listed from the Airport Aid Application (Form 900-030EF)

City of Omak	- Project No. 2 -
<p>1 Project Category (Select One Only): <input type="radio"/> Pavement <input type="radio"/> Safety <input type="radio"/> Planning <input type="radio"/> Security <input type="radio"/> Runway Safety <input type="radio"/> Equipment <input type="radio"/> Maintenance <input type="radio"/> Property <input type="radio"/> Other</p>	
<p>2 Detailed Project Description / Approach to Accomplishing Project:</p>	
<p>3 Project Justification:</p>	
<p>4 Cost Estimate Details: Source of Project Cost Estimate -</p>	
<p>5 Project Schedule: Expected Start of Project: _____ Expected Completion of Project: _____ Start of Work Covered by Grant: _____ Completion of Work Covered by Grant: _____ Submit a <u>detailed project schedule</u> (to include project milestones). Submitting project schedule via: _____</p>	
<p>6 Other Supporting project documentation (Required): Submit a spending plan identifying anticipated grant expenditures by month. Submitting via: _____ Submit job creation data using the <u>Aviation Economic Impact Calculator</u>. Submitting via: _____</p>	
<p>7 Other Supporting project documentation (As Applicable): Submit documentation supporting your consultant selection process. Submitting via: _____ Submit a copy of your consultant's Scope of Work. Submitting via: _____ Have project plans and specifications been prepared? <input type="checkbox"/> Yes <input type="checkbox"/> No Has a property appraisal been completed for property acquisition? <input type="checkbox"/> Yes <input type="checkbox"/> No FAA AIP Project Number: _____ FAA Grant Contract Number: _____ Other supporting documentation? _____</p>	

SCIP Priority Score (WSDOT Use Only)

Airport Aid Application Project Data Sheet

"A Steward for Washington's Aviation System"

Complete a separate Project Data Sheet for each project listed from the Airport Aid Application (Form 900-030EF)

City of Omak	- Project No. 3 -
<p>1 Project Category (Select One Only):</p> <p> <input type="radio"/> Pavement <input type="radio"/> Safety <input type="radio"/> Planning <input type="radio"/> Security <input type="radio"/> Runway Safety <input type="radio"/> Equipment <input type="radio"/> Maintenance <input type="radio"/> Property <input type="radio"/> Other </p> <p> <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Runway <input type="checkbox"/> Maintenance <input type="checkbox"/> Taxiway <input type="checkbox"/> Reconstruction <input type="checkbox"/> Apron <input type="checkbox"/> New Construction <input type="checkbox"/> Taxilane <input type="checkbox"/> Helipad <input type="checkbox"/> Other </p>	
<p>2 Detailed Project Description / Approach to Accomplishing Project:</p>	
<p>3 Project Justification:</p>	
<p>4 Cost Estimate Details: Source of Project Cost Estimate -</p>	
<p>5 Project Schedule:</p> <p> Expected Start of Project: _____ Expected Completion of Project: _____ Start of Work Covered by Grant: _____ Completion of Work Covered by Grant: _____ </p> <p>Submit a <u>detailed project schedule</u> (to include project milestones). Submitting project schedule via: _____</p>	
<p>6 Other Supporting project documentation (Required):</p> <p>Submit a spending plan identifying anticipated grant expenditures by month. Submitting via: _____</p> <p>Submit job creation data using the <u>Aviation Economic Impact Calculator</u>. Submitting via: _____</p>	
<p>7 Other Supporting project documentation (As Applicable):</p> <p>Submit documentation supporting your consultant selection process. Submitting via: _____</p> <p>Submit a copy of your consultant's Scope of Work. Submitting via: _____</p> <p>Have project plans and specifications been prepared? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Has a property appraisal been completed for property acquisition? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>FAA AIP Project Number: _____</p> <p>FAA Grant Contract Number: _____</p> <p>Other supporting documentation? _____</p>	

SCIP Priority Score
(WSDOT Use Only)

Instructions for Project Data Sheet (DOT Form 900-030A)

Complete a separate Project Data Sheet for each project listed from the Airport Aid Application (Form 900-030EF). Three individual sheets have been created and have automatically populated data for Airport Sponsor, Airport Name, Project No. and Title. If there are more than three projects, you will need to complete an additional application packet.

- 1. Project Category and Type** - Mark the appropriate project category. Some categories will also expand asking for a more specific project type under that category (e.g. Category - Pavement, Project Type - Rehabilitation). Select only the category of the most prominent work element of your project.
- 2. Detailed Project Description** - Provide a brief but descriptive narrative of the project to thoroughly explain what will be accomplished by the project. Please be as clear and specific as possible.

Example: Runway 7/25 (3200' x 60') rehabilitation to include grinding top 1/2-inch of asphalt and overlaying with 2 inches of Class B hot mix asphalt (HMA). The project will also include markings and displacing Runway 7 by 100 feet.
- 3. Project Justification** - Provide a brief narrative to justify why the project should receive state funding. Explain if it is a pavement project recommended by WSDOT Aviation's Airport Pavement Management System (provide details such as the specific pavement sections, PCI values, etc.), if a certain activity level at the airport has triggered the need for the improvements, or if the project is to correct an item of non-compliance found during a 5010 inspection or FAA compliance inspection.
- 4. Cost Estimate Details** - Provide specific information as to how the project costs shown on the first page of the Airport Aid Application were arrived at including the source (i.e. bid tab, engineer's estimate, vendor quote, etc.). Be sure to include a detailed itemization of the specific costs (i.e. labor and overhead costs not just construction costs in your estimate (i.e. design engineering, environmental, project bidding, construction, construction observation, etc.))
- 5. Project Schedule** - Indicate the expected start and completion of the project as well as the dates for when the work that would be included in the grant is beginning and ending. Note that these two sets of dates can be different based on the date advertised in which project work will be eligible. For example, WSDOT Aviation's grant cycle may be the first in the state's biennium and can only fund work that would take place after July 1st, but the airport is a NPIAS airport and has received a grant from the FAA and opted to begin the work in May as to not delay the project. In this example, only the work taking place after July 1 would be eligible for grant funds.

Also submit a detailed project schedule that includes major milestones, key deliverables, specific actions, etc.
- 6. Other Supporting Project Documentation (Required)** - 1) Submit a spending plan showing anticipated grant reimbursement amounts by month over the duration of the project, and 2) Submit information on jobs created by the project (WSDOT's Aviation Economic Impact Calculator is a good tool for this).
- 7. Other supporting Project Documentation (As Applicable)** - Provide any additional information as applicable that will help WSDOT Aviation fully understand your project.

Airport Aid Application Supplemental Justification

Complete a separate Supplemental Justification for each project listed from the Airport Aid Application (Form 900-030EF)

City of Omak	-	- Project No. 1 - ALP Update and Narrative Report
<p>1. Will the project correct an identified airport safety hazard, deficiency, or non-standard design item? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, specify the correction(s).</p> <p>The updated approach procedure will increase safety for the aircraft using the airport.</p>		
<p>2. Does the project serve a vital community need? If Yes, specify the need(s). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Fire-fighting is based out of the Omak Municipal Airport throughout each summer. Increasing the safety of these aircraft allows the crews to be responsive to emergencies in the area.</p>		
<p>3. Does the project promote economic development and financial sustainability for the airport? If Yes, please elaborate. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Providing an airport with a new approach that increases safety will promote continued use and growth at the airport.</p>		
<p>4. Project Readiness:</p> <p style="margin-left: 20px;">a. Has required environmental documentation (e.g. NEPA/SEPA) been approved? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p style="margin-left: 20px;">b. Is project ready to proceed immediately? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		
LAND USE COMPATIBILITY		
<p>1. Does the local land use jurisdiction recognize the airport as an Essential Public Facility in its comprehensive plan? If Yes, provide reference to the specific location(s) in the plan. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Greater Omak Area Comprehensive Plan 2013 Update, Element B-11, Section 2</p>		
<p>2. Does the comprehensive plan include the airport in the 'Transportation System Inventory'? If Yes, provide reference to the specific location(s) in the plan. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Plan Element B, Page B-78</p>		
<p>3. Does the comprehensive plan include policies that discourages the development of incompatible land uses adjacent to the airport? If Yes, provide reference to the specific location(s) in the plan. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Greater Omak Area Comprehensive Plan 2013 Update, Element A-20, "Airport Industrial"</p>		
<p>4. Are regulations in place that prohibit penetration of FAR Part 77 surfaces? If Yes, provide reference to the specific regulation(s). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Okanogan County Title 17A Zoning 17A.120.080</p>		
<p>5. Is zoning in place that discourages the development of incompatible land uses adjacent to the airport? If Yes, provide reference to the specific code(s). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Omak Municipal Code 18.38.070, 18.11 and 18.38.110</p>		
<p>6. Is zoning in place to regulate height hazards? If Yes, provide reference to the specific code(s). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Omak Municipal Code 18.38.090</p>		
<p>7. Does the land use authority require aviation activity notices (e.g. title notice, notice on the plat)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		



Airport Aid Application Supplemental Justification

Complete a separate Supplemental Justification for each project listed from the Airport Aid Application (Form 900-030EF)

City of Omak

- Project No.2 -

1. Will the project correct an identified airport safety hazard, deficiency, or non-standard design item? Yes No
If Yes, specify the correction(s).

2. Does the project serve a vital community need? If Yes, specify the need(s). Yes No

3. Does the project promote economic development and financial sustainability for the airport? If Yes, please elaborate. Yes No

4. Project Readiness:
 - a. Has required environmental documentation (e.g. NEPA/SEPA) been approved? Yes No
 - b. Is project ready to proceed immediately? Yes No



Airport Aid Application Supplemental Justification

"A Steward for Washington's Aviation System"

Complete a separate Supplemental Justification for each project listed from the Airport Aid Application (Form 900-030EF)

City of Omak

-

- Project No.3 -

1. Will the project correct an identified airport safety hazard, deficiency, or non-standard design item? Yes No
If Yes, specify the correction(s).

2. Does the project serve a vital community need? If Yes, specify the need(s). Yes No

3. Does the project promote economic development and financial sustainability for the airport? If Yes, please elaborate. Yes No

4. Project Readiness:
 - a. Has required environmental documentation (e.g. NEPA/SEPA) been approved? Yes No
 - b. Is project ready to proceed immediately? Yes No

PROJECT SCHEDULE

AIRPORT: Omak Municipal Airport

SPONSOR: City of Omak

CONSULTANT: J-U-B ENGINEERS, Inc.

FAA PROJECT MANAGER: Agnes Fisher

FAA AIP GRANT No.: 3-53-0042-014-2022

PROJECT DESCRIPTION: ALP Update and Narrative Report

ITEM	DATE		COMMENTS
	ESTIMATED	ACTUAL	
1. Issue Request for Qualifications (RFQ)	3/19/2021	3/19/2021	
2. Consultant Selection	7/29/2021	7/29/2021	
3. Work Scope and Record of Negotiations	4/18/2022	4/18/2022	
4. Signed Engineering Contact	5/02/2022		
5. Environmental Approved			N/A
6. Benefit-cost Analysis			N/A
7. Plans & Specifications Complete			N/A
8. Submission of Airspace Study			N/A
9. Coordination with Planning/Permit Agencies			N/A
10. Construction Safety Phasing Plan			N/A
11. Bid Advertising			N/A
12. Pre-bid Meeting			N/A
13. Bid Opening			N/A
14. Submit Bid Tab and Recommendation of Award			N/A
15. Award of Contract			N/A
16. Pre-construction Meeting			N/A
17. WSDOT Airport Aid Grant Application	5/02/2022		
18. WSDOT Airport Aid Grant Issued	6/01/2022		
19. FAA Grant Application	5/02/2022		
20. FAA Grant Issued	6/01/2022		
21. Start Construction			N/A
22. Construction Complete			N/A
23. Final Inspection			N/A

The following Airport Aid Program Grant Assurances are incorporated herewith and form a part of the sponsor's application for funding under the Airport Aid Grant Program.

Signature of Applicant's Authorized Representative: _____

Title of Representative: _____

Date: _____

Chapter 468-260 WAC

Last Update: 3/14/13

AIRPORT AID PROGRAM GRANT ASSURANCES

WAC Sections

468-260-010 General.

468-260-020 Duration and applicability.

468-260-030 Sponsor certification.

468-260-010

General.

(1) Airport sponsors shall comply with these assurances pursuant to and for the purpose of carrying out the provisions of the state of Washington airport aid program grant agreements.

(2) Airport sponsors will submit these assurances as part of the project application requesting funds under the provisions of RCW 47.68.090. As used herein, the term "public agency sponsor" means any municipality or municipalities acting jointly or any Indian tribe recognized by the federal government or such tribes acting jointly in the planning, acquisition, construction, improvement, maintenance, or operation of an airport, owned or controlled, or to be owned or controlled by such municipality or municipalities or Indian tribe or tribes, to be held available for the general use of the public; the term "private sponsor" means any person or persons acting jointly in the planning, acquisition, construction, improvement, maintenance, or operation of an airport, owned or controlled, or to be owned or controlled by such person or persons, to be held available for the general use of the public; and the term "sponsor" includes both public agency sponsors and private sponsors.

(3) Upon a sponsor's acceptance of a grant offer by the department, these assurances are incorporated in and become part of the grant agreement.

[Statutory Authority: RCW 47.68.090, 13-07-037, § 468-260-010, filed 3/14/13, effective 4/14/13.]

468-260-020

Duration and applicability.

(1) **Washington airport aid program projects undertaken by a sponsor.** The terms, conditions, and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport project, not to exceed twenty years from the date of acceptance of a grant offer of state funds for the project. However, there shall be no limit on the duration of the assurances regarding exclusive rights and airport revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with state funds.

(2) **Airport planning undertaken by a sponsor.** Unless otherwise specified in this grant agreement, only Assurances C:1, 2, 3, 4, 6, 7, 8, 13, 20, 33, 34, and 35 apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project.

[Statutory Authority: RCW 47.68.090. 13-07-037, § 468-260-020, filed 3/14/13, effective 4/14/13.]

468-260-030

Sponsor certification.

The sponsor certifies, with respect to this grant that:

(1) **General state requirements.** It will comply with all applicable Washington state laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of state funds for this project including, but not limited to, the following:

(a) State legislation:

- Chapter 8.26 RCW (Relocation assistance -- Real property acquisition policy)
- Chapter 27.34 RCW (State historical societies -- Historic preservation)
- Chapter 27.44 RCW (Indian graves and records)
- Chapter 27.48 RCW (Preservation of historical materials)
- RCW 29A.84.620 (Hindering or bribing voter)
- Chapter 36.70A RCW (Growth management -- Planning by selected counties and cities)
- Title 37 RCW (Federal areas -- Indians)
- Chapter 39.12 RCW (Prevailing wages on public works)
- RCW 47.29.200 (Prevailing wages)
- RCW 47.68.280 (Investigations, hearings, etc. -- Subpoenas -- Compelling attendance)
- RCW 47.68.310 (Enforcement of aeronautics laws)
- Title 49 RCW (Labor regulations)
- Title 64 RCW (Real property and conveyances)
- Chapter 70.94 RCW (Washington Clean Air Act)
- Title 86 RCW (Flood control)
- Title 91 RCW (Waterways)
- Title 12 WAC (Transportation, department of (aeronautics commission))
- Title 18 WAC (Air pollution)
- Title 25 WAC (Archaeology and historic preservation, department of)
- WAC 330-01-050 (dispositions, metropolitan municipal corporations)
- Title 167 WAC (Drug abuse prevention office)
- Title 197 WAC (Ecology, department of (environmental policy, council on))
- Title 198 WAC (Environmental and land use hearings office)
- Title 199 WAC (Environmental hearings office (environmental and land use hearings board))
- Title 254 WAC (Historic preservation, advisory council on)
- Title 326 WAC (Minority and women's business enterprises, office of)
- Chapter 330-01 WAC (Procedures for corridor and design public hearings under RCW 35.58.273)
- Chapter 468-100 WAC (Uniform relocation assistance and real property acquisition)
- WAC 468-100-008 (Compliance with other laws and regulations)
- Title 357 WAC (Financial management, office of -- State human resources director)
- Title 508 WAC (Ecology, department of (water resources))

(b) Executive orders:

- Governor's Executive Order 92-01 (Establishing Governor's Policy on a Drug-Free Work Place)
- Governor's Executive Order 96-04, Implementing the Americans with Disabilities Act and superseding Executive Order 93-03
- Governor's Executive Order 05-05 (Archaeological and Cultural Resources) Governor's Executive Order 11-01, superseding Executive Order 09-04, Amending Washington Council on Aerospace
- Governor's Executive Order 12-02 (Workforce Diversity and Inclusion)

(2) **General legal requirements.** It will comply with all applicable laws and ordinances, orders, guidelines, policies, directives, rules and regulations of municipal, county, and federal governmental authorities or regulatory agencies.

(3) **Responsibility and authority of the sponsor.**

(a) Public agency sponsor: It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

(b) Private sponsor: It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

(4) **Sponsor fund availability.** It has sufficient funds available for the portion of the project which is not paid by the state of Washington. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

(5) **Good title.** It holds good title, satisfactory to the department, to the areas of the airport or site thereof necessary for aircraft takeoff and landing as well as those necessary for the movement of aircraft to and from the landing and takeoff areas, or gives assurances satisfactory to the department that good title will be acquired prior to accepting grant funds.

(6) **Preserving rights and powers.**

(a) It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the department, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the department.

(b) It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property associated with this application or that portion of the property upon which state funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the department. If the transferee is found by the department to be eligible to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

(c) If the sponsor is a private sponsor, it will, to the department's satisfaction, ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

(d) If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will, to the department's satisfaction, reserve and document in arrangements with said party sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the regulations and the terms, conditions, and assurances in this grant agreement and shall ensure that such arrangement also requires compliance therewith.

(e) Sponsors of commercial service airports will not permit or enter into any arrangement that allows an owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport.

(f) Sponsors of general aviation airports entering into any arrangement that allows an owner of residential real property adjacent to or near the airport must comply with the requirements set forth in Section 136 of Public Law 112-95.

(7) **Consistency with local plans.** Certify, to the department's satisfaction, that the project is consistent with plans (existing at the time of submission of this application) of public agencies that are authorized to plan for the

development of the area surrounding the airport.

(8) **Consideration of local interest.** Certify, to the department's satisfaction, that it considered the interest of communities in or near where the project is located.

(9) **Consultation with users.** Certify to the department's satisfaction that when it made a decision to undertake any project, that it consulted with affected parties using the airport.

(10) **Public hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it held public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the department, submit a copy of the transcript of such hearings to the department. Further, for such projects, its management board contain(s/ed) either voting representation from the communities where the project is located or it advised communities that they have the right to petition the department concerning a proposed project.

(11) **Air and water quality standards.** In projects involving airport location, a major runway extension, or runway location, it will provide the department appropriate written certification that the project will be located, designed, constructed, and operated so as to comply with applicable federal, state, and local air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the administrator of the Environmental Protection Agency, or the secretary of the Department of Ecology, certification shall be obtained. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the department.

(12) **Pavement preventive maintenance.** With respect to a project for the replacement or reconstruction of airport pavement, it assures or certifies to the department's satisfaction that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with state financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the department determines may be useful.

(13) **Accounting system, audit, and recordkeeping requirements.**

(a) It shall keep all project accounts and records which fully disclose the amount and disposition of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with RCW 43.09.200 and the Washington state budgetary, accounting, and reporting system (BARS) manuals and financial reporting packages.

(b) It shall make available to the department and the Washington state auditor's office, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The department may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the department not later than six months following the close of the fiscal year for which the audit was made.

(14) **Wage rates.** It shall include in all contracts in excess of two thousand five hundred dollars, or as outlined in WAC 296-127-050, for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages under the Washington State Prevailing Wages on Public Works Act, chapter 39.12 RCW, which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work. This shall be documented by a statement of intent to pay prevailing wages and an affidavit of wages paid.

(15) **Nondiscrimination requirements.** It shall prohibit discrimination in all phases of contracted employment, contracting activities and training pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Justice System Improvement Act of 1979, the Americans with Disabilities Act of 1990, the Civil Rights Restoration Act of 1987, 49 C.F.R. Part 21, chapter 49.60 RCW and other related laws and statutes.

(16) **Equal employment opportunity (EEO) responsibilities.** It shall comply with regulations relative to nondiscrimination in state-assisted programs of the department, which are herein incorporated by reference and made a part of this project. With regard to the work performed during the project, it shall not discriminate on the

grounds of race, color, gender, creed, national origin, age, sexual orientation, gender identity, marital status, disability or veteran status in the selection and retention of contractors, consultants and service providers, including procurement of materials and leases of equipment.

(17) **Veteran's preference.** It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to ensure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to honorably discharged military personnel who are veterans of any war of the United States, or of any military campaign for which a campaign ribbon shall have been awarded, and their widows or widowers, shall be preferred for appointment and employment. Age, loss of limb, or other physical impairment, which does not in fact incapacitate, shall not be deemed to disqualify them, provided they possess the capacity necessary to discharge the duties of the position involved as defined in RCW 73.16.010. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

(18) **Conformity to plans and specifications.** It will execute the project subject to plans, specifications, and schedules approved by the department. Such plans, specifications, and schedules shall be submitted to the department prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the department, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the department, and incorporated into this grant agreement.

(19) **Construction inspection and approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the department for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the department and such work shall be in accordance with regulations and procedures prescribed by the department. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the department shall deem necessary.

(20) **Planning projects.** In carrying out planning projects:

(a) It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved by the department.

(b) It will furnish the department with reports pertaining to the planning project and planning work activities, as designated by the department.

(c) It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the state of Washington.

(d) It will make all material prepared in connection with this grant available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

(e) It will give the department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

(f) It will grant the department the right to disapprove the sponsor's selection of specific consultants and their subcontractors to do all or any part of projects funded by this grant as well as the right to disapprove the proposed scope and cost of professional services.

(g) It will grant the department the right to disapprove the use of the sponsor's employees to do all or any part of the project.

(h) It understands and agrees that the department's approval of this project grant or the department's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the department to approve any pending or future application for an airport aid grant.

(21) **Operation and maintenance.** The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the state of Washington, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably

operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for nonaeronautical purposes must first be approved by the department. In furtherance of this assurance, the sponsor will have in effect arrangements for:

(a) Operating the airport's aeronautical facilities whenever required;

(b) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

(c) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

(22) **Hazard removal and mitigation.** It assures that such terminal airspace under the appropriate category of Federal Air Regulation Part 77, 14 C.F.R. 77, as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. Where hazards are on land owned by others, the sponsor will make every effort to coordinate with owners to mitigate airport hazards.

(23) **Compatible land use.** It shall, either by the acquisition and retention of property interest, in fee or easement, or by seeking enforcement of local zoning action, prevent the construction of any object which may constitute an incompatible land use such as residential encroachment, wildlife attractants, uses that emit smoke, steam, glare, or electromagnetic interference, and height hazards. Sponsor will take proactive measures to discourage incompatible land uses adjacent to the airport, to include a formal consultation with local jurisdictions on land use issues, and support and/or recommend land use regulations consistent with WSDOT best management practices found in WSDOT's *Airports and Compatible Land Use Guidebook*.

(24) **Economic nondiscrimination.**

(a) It will make the airport available as an airport for public use and without discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

(b) In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

(i) Furnish said services on a reasonable, nondiscriminatory, basis to all users thereof; and

(ii) Charge reasonable, and nondiscriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

(c) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

(d) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

(e) Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

(f) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation

operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance, repair, and fueling) that it may choose to perform. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

(g) The sponsor may establish such reasonable, and nondiscriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

(25) **Exclusive rights.** It will not grant exclusive right for the use of the airport to any person(s) providing, or intending to provide, aeronautical services to the public. For purposes of this subsection, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if the following apply:

(a) It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services;

(b) If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity existing at such an airport before the grant of any assistance under RCW 47.68.090; and

(c) It has received approval from the department.

(26) **Fee and rental structure.** It will maintain a competitive fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account factors such as the volume of traffic and economy of collection. No part of the state share of an airport development or airport planning project for which a grant is made under RCW 47.68.090 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

(27) **Airport revenues.** All revenues generated by the airport and any local taxes established after December 30, 1987, on aviation fuel, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this subsection:

(a) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

(b) If the department approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a twenty-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

(c) When requested by the department, the sponsor will obtain an audit that will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes, and indicate whether funds paid or transferred to the owner or operator were paid or transferred in a manner consistent with state law and any other applicable provision of law, including any regulation promulgated by the secretary. Any civil penalties or other

sanctions will be imposed for violation of this assurance in accordance with state law.

(28) Reports and inspections. It will:

(a) Submit to the department such annual or special financial and operations reports as the department may request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the department; for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the department upon request;

(b) In a format and time prescribed by the department, provide to the department and make available to the public following each of its fiscal years, an annual report listing in detail:

(i) All amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

(ii) All services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

(29) Use by government aircraft. It will not charge the state or its agencies (except for those under contract), for limited but reasonable, nonroutine, search and rescue, law enforcement or public safety use of public landing and aircraft parking facilities. The sponsor may require written verification of an entity's official government business status, and notification prior to use of facilities.

(30) Land for state facilities. It will furnish without cost to the state of Washington for use in connection with any air traffic control or air navigation activities, or weather reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or for these same purposes, rights in buildings of the sponsor as the department considers necessary for construction, operation, and maintenance at state expense of space or facilities. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the department.

(31) Airport layout plan.

(a) It will provide airport layout plans (ALPs) as prescribed in WSDOT's *Aviation Grant Procedures Manual*. It will keep up-to-date at all times an airport layout plan of the airport showing:

(i) Boundaries of the airport and all proposed additions thereto, together with the boundaries of all off-site areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

(ii) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities;

(iii) The location of all existing and proposed nonaviation areas and of all existing improvements thereon; and

(iv) All proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the department which approval shall be evidenced by the signature of a duly authorized representative of the department on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations to the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the department and which might, in the opinion of the department, adversely affect the safety, utility, or efficiency of the airport.

(b) If a change or alteration in the airport or the facilities is made which the department determines adversely affects the safety, utility, or efficiency of any state-owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the department, the owner or operator will, if requested, by the department.

(i) Eliminate such adverse effect in a manner approved by the department; or

(ii) Bear all costs of relocating such property (or replacement thereof) to a site acceptable to the department and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of

operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the department's design standards beyond the control of the airport sponsor.

(32) Disposal of land.

(a) For land purchased under a grant for airport development purposes, it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the department an amount equal to the states' proportionate share of the fair market value of the land. The portion of the proceeds proportionate to the states' share of the cost of acquisition of such land will, upon application to the department, be reinvested or transferred to another eligible airport as prescribed by the department. The department shall give preference to the following, in descending order:

(i) Payment to the state of Washington for deposit in the aeronautics account; or

(ii) Reinvestment in an approved project that is eligible for grant funding under RCW 47.68.090.

(b) Land shall be considered to be needed for airport purposes under this assurance if:

(i) It may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land; and

(ii) The revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(c) Disposition of such land will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

(33) Engineering and design services. It will award each contract, or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under WSDOT *Consultant Services Manual M-27-50.02* or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

(34) Foreign market restrictions. It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States trade representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction. Sponsors are encouraged to "Buy American" whenever feasible and appropriate.

(35) Policies, standards, and specifications. It will carry out the project in accordance with policies, standards, and specifications approved by the department and included in this grant, and in accordance with applicable state policies, standards, and specifications.

(36) Relocation and real property acquisition. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in RCW 8.26.180.

(37) Disadvantaged business enterprises. The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any department-assisted contract or in the administration of its DBE program or the requirements of Governor's Executive Order 12-02.

(38) Hangar construction. If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long-term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose. For the purpose of this section, a long-term lease is defined as not to exceed fifty years.

ATTACHMENT 1B

PROJECT TITLE: ALP Update and Narrative Report
AIRPORT: Omak Municipal
CLIENT: City of Omak, Washington
DATE: 3/7/2022

HOURS AND FEES

TASK NO	Rate:	Principal	Proj. Mgr/ Sr Engr	Proj. Mgr/ Sr Engr	Planning Mgr	Proj. Engr.	Planner/ Designer	GIS Manager	Survey PLS	Survey Crew	Sr. Enviro Specialist	Public Inv. Spec	CAD Designer	Enviro/ Admin	TASK COSTS
1.01.A Master Plan Update															
Element 1 - Study Initiation															
Conduct Pre-Planning Scoping Meeting with FAA/Client			3				3							2	\$407.00
Draft Scope of Work - Review with FAA/Client		3	40	8			4	8	2		2	1	3	8	\$4,914.00
Final Scope of Work		2	12	4			4	4	1		1		1	2	\$1,921.00
Assist Client with submittal of Sponsor Certifications						2								2	\$154.00
Create Blank breakdown of Costs for JFE						1								1	\$77.00
Assist Client with Record of Negotiations documentation			1			2								2	\$229.00
Prepare Professional Services Agreement		1	2											2	\$275.00
Element 2 - Project Management															
Monthly team briefings (18)			18	18			18	2	2			12	2	2	\$4,102.00
Client/FAA briefings (3)			3	3			3								\$537.00
Client meetings (2)			8	4											\$840.00
Prepare Quarterly FAA Performance Reports (5)						10								4	\$620.00
Assist Client with preparation of Grant Application						6								4	\$412.00
Assist Client with Monthly RFR submittals (9)						14								18	\$1,178.00
Update 2021-2023 DBE goal			1			12									\$699.00
Prepare annual DBE reports (2)						4									\$208.00
Project Closeout Documentation & Grant Closeout			8			12								4	\$1,324.00
Element 3 - Airport Data & Information Portal (ADIP)															
ADIP setup and plans															\$0.00
Assist in development of Airport Survey Project in ADIP portal							1								\$52.00
Statement of Work				2			2		2						\$346.00
Survey & Quality Control Plan							3		24						\$1,620.00
Imagery Plan							2		8				2		\$680.00
Aerial mapping and photography Coordination (Geoterra Subconsultant)								10							\$640.00
Field surveys and reconnaissance															
Interviews & site reconnaissance			2			2									\$1,379.00
Recover/document geodetic control (PACS/SACS)										2					\$150.00
Observe geodetic control points									2	10			2		\$960.00
Photo Control Points (16) & OPUS Check Points (5)									4	36			10		\$3,384.00
Provide ground base station										8			1		\$644.00
RW end points & centerline									4	8			4		\$1,020.00
Surveyed features / planimetric data															\$0.00
Process the field data, attribute and structure AGIS format							24		4				10		\$1,932.00
Develop the Final Survey Report							2		22				12	2	\$2,024.00
Submit Final Reports & upload data to FAA ADIP							2		8						\$592.00
Element 4 - Public Involvement Program															
Airport Board/City Council Meetings (2)			16	32		16						18		12	\$5,026.00
Element 5 - Inventory & Existing Conditions															
Evaluate existing documents			4		6				10				2	15	\$1,735.00
Wind & weather analysis				1			10						2		\$588.00

ATTACHMENT 1B

PROJECT TITLE: ALP Update and Narrative Report
 AIRPORT: Omak Municipal
 CLIENT: City of Omak, Washington
 DATE: 3/7/2022

HOURS AND FEES

TASK NO	Rate	Principal	Proj. Mgr/ Sr Engr	Planning Mgr	Proj. Engr.	Planner/ Designer	GIS Manager	Survey PLS	Survey Crew	Sr. Enviro Specialist	Inv. Spec	CAD Designer	Enviro/ Admin	TASK COSTS
Land use controls	1	4	6									8	2	\$1,137.00
Section 163 Property Documentation		4		4				4				20		\$1,632.00
Collect & analyze demographics & socio-economic data		2	12										2	\$920.00
Gather and review existing financial & agreements data		4												\$540.00
Element 6 - Aviation Forecasts														
Projections/Methodologies, Baseline Establishment	1	2	10			24							1	\$1,906.00
Aviation Operations Forecasting	1	4	8			20							2	\$1,785.00
Based Aircraft Forecasting	1	4	8			20	2						1	\$1,864.00
Element 7 - Facility Requirements														
Identify Airport facility requirements	5	6	6			12								\$1,713.00
Identify Facility Deficiencies	5		8			14						15		\$2,131.00
Current Obstruction Exhibit/Tabulation (1 Sheet)			2			6	2					31		\$1,852.00
Element 8 - Alternatives Development & Evaluation														
Alternatives Development/Analysis		2	4		2		10					2		\$1,102.00
Preferred Alternative Identification and Analysis	2	2	4			4	6					8		\$1,380.00
Brief Environmental Analysis of Alternatives										10				\$600.00
Element 9 - Facilities Implementation Plan														
Financial Plan, Phased Development	1	3	8		2		1					2	2	\$1,074.00
Phased Development Exhibits (3)	2	8	16		6		8					20	2	\$3,368.00
Element 10 - Airport Layout Plans (ALP Sheets)														
Cover/Data Sheets (2 Sheets)		2	2									24		\$1,326.00
Airport Layout Plan (1 Sheet)	1	2	22		8							36		\$3,545.00
ALP Base Maps												12		\$528.00
Airport Airspace Drawing (1 Sheet plus tabulation sheet)	1	1	8		8							24		\$2,102.00
Inner Approach Surface Drawings (2 plus tabulation sheets)			4		8							36		\$2,240.00
Departure Surface Drawing (1 Sheet)			6		2							18		\$1,256.00
On and Off Airport Land Use Plan and Section 163 Plan (1 Sheet)	1	1	4		8							20		\$1,686.00
Exhibit A Property Map	1	1	12		4		4					32		\$4,890.00
Element 11 - Reports and Documentation														
Draft Report & ALP drawings	2	2	20		20							20	40	\$4,420.00
Final Report and ALP drawings	1	1	16		16							12	20	\$2,970.00
LABOR:														
Labor Subtotal	32	173	270		173	138	93	133	79	13	31	391	152	\$88,634.00
														Direct Overhead: 166.43%
														Fixed Fee: 15.00%
														Subtotal Labor + Fixed Fee: \$271,569.70

EXPENSES:	Cost Per Unit	Air Trips	Ground Trips	Trip Miles	Days	Packages	Days/Hours	Markup
Air Travel & Rental Vehicle	\$600.00	2						1.0
Mileage	\$0.565		7	280				1.0
Per Diem	\$59.00				4			1.0
Lodging	\$96.00				4			1.0

ATTACHMENT 1B

PROJECT TITLE: ALP Update and Narrative Report
AIRPORT: Omak Municipal
CLIENT: City of Omak, Washington
DATE: 3/7/2022

HOURS AND FEES

TASK NO	Principal	Proj. Mgr/ Sr Engr	Planning Mgr	Proj. Engr.	Planner/ Designer	GIS Manager	Survey PLS	Survey Crew	Sr. Enviro Specialist	Public Inv. Spec	CAD Designer	Enviro/ Admin	TASK COSTS
	Rate: \$75.00	\$75.00	\$60.00	\$52.00	\$44.00	\$52.00	\$61.00	\$75.00	\$60.00	\$43.00	\$44.00	\$25.00	\$3,133.00
		\$31.33						100			1.0		\$500.00
		\$500.00				1 Lump Sum					1.0		\$440.00
		\$55.00					8				1.0		\$1,500.00
		\$1,500.00				1 Lump Sum					1.0		\$8,539.60
Expenses Subtotal:													\$8,539.60
SUBCONSULTANTS:													
1 Aerial Survey Subconsultant (GeoTerra)													\$22,865.00
2 Woods and Poole SocioEconomics													\$445.00
Subconsultants Subtotal:													\$23,310.00
J-U-B TOTAL - MASTER PLAN UPDATE ENGINEERING & PLANNING SERVICES:													\$303,419.30
TOTAL:													\$303,419.30

OMAK SPENDING PLAN

Month	Monthly Expenditure		WSDOT Share	WSDOT Share	
	Admin	Engr/Planning		Cumulative	
Mar-22	\$ 7,500	\$ 8,000			
Apr-22		\$ 9,000			
May-22		\$ 9,000			
Jun-22		\$ 15,000	\$ 750.00	\$ 750.00	
Jul-22		\$ 15,000	\$ 750.00	\$ 1,500.00	
Aug-22		\$ 15,000	\$ 750.00	\$ 2,250.00	
Sep-22		\$ 15,000	\$ 750.00	\$ 3,000.00	
Oct-22		\$ 15,000	\$ 750.00	\$ 3,750.00	
Nov-22		\$ 15,000	\$ 750.00	\$ 4,500.00	
Dec-22		\$ 15,000	\$ 750.00	\$ 5,250.00	
Jan-23		\$ 15,000	\$ 750.00	\$ 750.00	
Feb-23		\$ 15,000	\$ 750.00	\$ 1,500.00	
Mar-23		\$ 15,000	\$ 750.00	\$ 2,250.00	
Apr-23		\$ 15,000	\$ 750.00	\$ 3,000.00	
May-23		\$ 15,000	\$ 750.00	\$ 3,750.00	
Jun-23		\$ 15,000	\$ 750.00	\$ 4,500.00	
Jul-23		\$ 15,000	\$ 750.00	\$ 5,250.00	
Aug-23		\$ 13,000	\$ 650.00	\$ 5,900.00	
Sep-23		\$ 12,000	\$ 600.00	\$ 6,500.00	
Oct-23		\$ 12,000	\$ 600.00	\$ 7,100.00	
Nov-23		\$ 15,000	\$ 750.00	\$ 7,850.00	
Dec-23		\$ 15,419	\$ 770.95	\$ 8,620.95	

WSDOT Grant \$ 13,870.95

Total Project: \$ 310,919

FAA Grant \$ 279,827.10

Local Share: \$ 17,220.95

Airport Aid Application Checklist



**Washington State
Department of Transportation**

Sponsor: City of Omak
 Airport: Omak Municipal Airport
 NPIAS Non-NPIAS
 Amount Requested: \$13,871
 Local Match: \$17,221 - 5.5 %
 Expected Start: March 1, 2022

Project Type

Pavement
 Safety
 Maintenance, Security, and Planning
 Other Planning

Expected Completion: Dec. 31, 2023

<u>Item</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>	<u>Comments</u>
Application Submitted by Authorized Representative	<input checked="" type="checkbox"/>	<input type="checkbox"/>		_____
Application Received by Deadline	<input checked="" type="checkbox"/>	<input type="checkbox"/>		_____
Amount Requested is \$750,000 or Less	<input checked="" type="checkbox"/>	<input type="checkbox"/>		_____
Local Match (Minimum 5% or 5% FAA Match)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		_____
Eligible Project(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		_____
Approved Airport Layout Plan (on file at WSDOT)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Protective Zoning in Place	<input checked="" type="checkbox"/>	<input type="checkbox"/>		_____
Project Data Sheet Completed	<input type="checkbox"/>	<input type="checkbox"/>		_____
• Project Layout Plan/Sketch Submitted	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
Supplemental Justification Sheet Completed	<input checked="" type="checkbox"/>	<input type="checkbox"/>		_____
Statement of Support from Elected Official(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Adopted Resolution – Matching Funds Available	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Supporting Documentation:	<input type="checkbox"/>	<input type="checkbox"/>		_____
• Consultant Selection Process Documented	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
• Scope of Work & Fee Spreadsheet Submitted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
• Signed Grant Assurances Submitted	<input checked="" type="checkbox"/>	<input type="checkbox"/>		_____
• Project Plans & Specifications Completed	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
• Detailed Project Schedule Submitted	<input checked="" type="checkbox"/>	<input type="checkbox"/>		_____
• Detailed Project Cost Information Submitted <i>(Engineers Estimate or Bid Tab, Detail of Admin. Expenses, etc.)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		_____
• Monthly Spending Plan Submitted	<input checked="" type="checkbox"/>	<input type="checkbox"/>		_____
• Property Appraisal Complete <i>(Land Acquisition Projects Only)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
Demonstrate FAA Funds Sought First (NPIAS Only)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Airport Information System Annual Update <i>(Completed by December 31 for Prior Calendar Year)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		_____
Airport Sponsor has Adopted Greenhouse Gas Emission Reduction Policies	<input type="checkbox"/>	<input checked="" type="checkbox"/>		_____
Job Creation Data Submitted	<input checked="" type="checkbox"/>	<input type="checkbox"/>		_____
Application Complete	<input checked="" type="checkbox"/>	<input type="checkbox"/>		_____

MEMORANDUM

To: Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: May 2, 2022

Subject: **Resolution No. 30-2022** Authorizing Submission of an Application for Federal Assistance

The Attached Resolution **30-2022, A RESOLUTION OF THE OMAK CITY COUNCIL, AUTHORIZING SUBMISSION OF AN APPLICATION FOR FEDERAL ASSISTANCE FOR IMPROVEMENTS AT THE OMAK MUNICIPAL AIRPORT,** is forwarded for your consideration.

This resolution will authorize the mayor to apply with the FAA for 90% funding of the project.

This is for of ALP Update and Narrative Report.

We are requesting approval of this resolution.

RESOLUTION NO. 30-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OMAK
AUTHORIZING SUBMISSION OF AN APPLICATION FOR FEDERAL
ASSISTANCE FOR IMPROVEMENTS AT THE OMAK MUNICIPAL AIRPORT**

WHEREAS, the Omak Municipal Airport is eligible for an annual allocation of funds from the Federal Aviation Administration; and

WHEREAS, FAA Airport Improvements Program funds are available for completion of ALP Update and Narrative Report; and

WHEREAS, use of these funds requires at least 10% of the grant amount; and

WHEREAS, an application to the State of Washington Department of Transportation, Aviation Division is anticipated to cover 4.5% of the city's required match through Airport Improvement Program; and

WHEREAS, the Grant application without WSDOT funding requires a match in the amount of \$31,091.90, which is available in the Airport Fund, Ending Fund Balance.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Omak that the Mayor is authorized to submit the Application for Federal Assistance in the form attached hereto as Exhibit "A," including all assurances contained therein and that the City Administrator is authorized to act as the Official Representative in connection with the Application.

INTRODUCED and passed this _____ day of _____, 2022.

SIGNED:

Cindy Gagne, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael Howe, City Attorney

Application for Federal Assistance SF-424								
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application			* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision			* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>		
* 3. Date Received: <input type="text"/>			4. Applicant Identifier: <input type="text"/>					
5a. Federal Entity Identifier: <input type="text"/>			5b. Federal Award Identifier: 3-53-0042-014-2022					
State Use Only:								
6. Date Received by State: <input type="text"/>			7. State Application Identifier: <input type="text"/>					
8. APPLICANT INFORMATION:								
* a. Legal Name: <input type="text" value="City of Omak"/>								
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="91-6001262"/>			* c. Organizational DUNS: <input type="text" value="0972545690000"/>					
d. Address:								
* Street1:		<input type="text" value="PO Box 72"/>						
Street2:		<input type="text" value="2 N. Ash Street"/>						
* City:		<input type="text" value="Omak"/>						
County/Parish:		<input type="text" value="Okanogan"/>						
* State:		<input type="text" value="WA: Washington"/>						
Province:		<input type="text"/>						
* Country:		<input type="text" value="USA: UNITED STATES"/>						
* Zip / Postal Code:		<input type="text" value="98841"/>						
e. Organizational Unit:								
Department Name: <input type="text" value="City of Omak"/>			Division Name: <input type="text" value="Administration"/>					
f. Name and contact information of person to be contacted on matters involving this application:								
Prefix: <input type="text"/>		* First Name: <input type="text" value="Cindy"/>						
Middle Name: <input type="text"/>								
* Last Name: <input type="text" value="Gagne"/>								
Suffix: <input type="text"/>								
Title: <input type="text" value="Mayor"/>								
Organizational Affiliation: <input type="text"/>								
* Telephone Number: <input type="text" value="(509) 826-1170"/>			Fax Number: <input type="text"/>					
* Email: <input type="text" value="mayor@omakcity.com"/>								

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

DOT-FAA

11. Catalog of Federal Domestic Assistance Number:

20-106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

20-106

* Title:

Airport Improvement Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Airport Layout Plan Update and Narrative Report

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="279,827.00"/>
* b. Applicant	<input type="text" value="17,221.00"/>
* c. State	<input type="text" value="13,871.00"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="310,919.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:



U.S. Department
of Transportation

Federal Aviation
Administration

FAA Form 5100-101, Application for Federal Assistance (Planning Projects)

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

INSTRUCTIONS FOR FORM 5100-101, Application for Federal Assistance (Planning Projects)

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-101 (Parts II, III, and IV) represent continuation pages that the Sponsor must attach to the SF-424 form. The signature of the Sponsor's authorized representative on the associated SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-101 form.

Part II – Project Approval Information

Section A. Statutory Requirements

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question. As necessary, provide any supplemental information by attaching sheets to this application.

Item 1 – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within www.SAM.gov) with current information at the time of the application and during the active period of the Federal award.

Item 2 – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating available discretionary funds. (49 U.S.C. § 47115(d)(2))

Item 3 – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (e.g. sponsor share issues, controversial issues, coordination delays, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

Item 4 – Indicate whether the project covered by this request is also covered by another Federal assistance program .If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

Item 5 – Indicate whether the Sponsor intends to seek reimbursement of indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request does not include the indirect costs claimed by a for-profit entity (e.g. consultant).

The De Minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rate (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.

A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

Limitations of use: Per policy, Sponsor’s may only apply an approved ICR to allowable direct salary expenses that are reasonable and necessary to carry out the project.

Section B. Certification Regarding Lobbying

This section addresses the Sponsor’s declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

Part III – Budget Information

This form section is designed so that application can be made for funds from one or more assistance programs. Include budget estimates for the whole project when completing Sections A, B, C, and D. All applications must contain a breakdown by the object class categories shown in Lines a-e of Section B.

Section A. Budget Summary

Lines 1-2, Columns (a) and (b) – For applications pertaining to a single grant program, enter on Line 1 under Column (a) the catalog program title and the Catalog of Federal Domestic Assistance (CFDA) number in Column (b). For applications pertaining to two funding programs, enter the program title on each line in Column (a) and the respective CFDA number (if applicable) on each line in Column (b).

Lines 1-2, Columns (c) through (e) – For each line entry in Columns (a) and (b), enter in Columns (c), (d), and (e) the appropriate amounts of funds needed to support the project. For changes to an existing application, enter new budget values in Columns (c), (d), and (e).

Line 3 – Show the totals for all columns used.

Section B. Budget Categories

The column headings (1) and (2) correspond to the program titles shown for Lines 1-2, Column (a), Section A. For each program, fill in the total requirements for funds (both Federal and non-Federal) by object class categories. The sub-columns address the “amount” and “adjusted amount”. The sub-column for “adjusted amount” need only be completed when revising a previously submitted application. The Total column represents the sum across all columns.

Lines 4 a-d – Show the estimated amount for each cost budget (object class) category for each column with program heading.

Line 4e – Enter the subtotal of lines 4a through 4d.

Line 4f – Enter the estimated amount of program income, if any, the Sponsor expects to generate from this project.

Line 4g – Subtract line 4f from line 4e. For all applications, the total amount in Total column, line 4g, must equal the total amount shown in Section A, Column (e), Line 3.

Section C. Source of Non-Federal Resources

Line 5-6 – Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a) - Enter the program titles identical to Column (a), Section A.

Column (b) - Enter the amount of cash and in-kind contributions to be made by the applicant.

Column (c) - Enter the State contribution if the applicant is not a State or State agency. Applicants that are a State or State agencies should leave this column blank.

Column (d) - Enter the amount of cash and inn-kind contributions to be made from all other sources.

Column (e) - Enter the totals of Columns (b), (c), and (d).

Line 7 – Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 3, Column (d), Section A.

Section D. Forecasted Cash Needs

Line 8 –

a. **Column “Total for Project”** - Enter the amount of cash needed from the grantor agency for the project.

b. **Columns 1st Year through 4th Year** – Enter the anticipated cash need from grantor agency per fiscal year. The sum of years 1-4 must equal the value shown under Column “Total for Project.”

Lines 814 - Enter the amount of cash from all other sources needed by quarter during the first year.

Line 9 –

a. **Column “Total for Project”** - Enter the amount of cash needed from non-Federal sources for the project.

b. **Columns 1st Year through 4th Year** – Enter the anticipated cash need from non-Federal sources per fiscal year. The sum of years 1-4 must equal the value shown under Column “Total for Project.”

Line 10 – Enter the amount of cash from all other sources needed by fiscal year.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Section E. Other Budget Information

Line 11 – Provide any other explanations required herein or any other comments deemed necessary.

Part IV – Program Narrative

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. Objectives and Need for This Assistance

Provide a short and concise description of the proposed planning effort. Include a brief narrative on the objective of the planning effort and why it is needed.

2. Results or Benefits Expected

Identify anticipated results and benefits to be derived from this planning project.

3. Approach

a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.

b. Identify any factors that might accelerate or impede progress of the planning effort.

c. Provide list of activities in chronological order to show the anticipated schedule of accomplishments and their target milestone dates.

- d. Identify project monitoring and oversight mechanisms the Sponsor proposes to implement.
- e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

4. Geographic Location

Identify the location of the project and surrounding area to be served by the proposed project.

5. If Applicable, Provide the Following Information:

Describe the relationship between this project and other work planned, anticipated, or underway under the Federal Assistance listed under Part II, Section A. If scope objectives change, explain the circumstances surrounding the need to revise the application scope of work.

Application for Federal Assistance (Planning Projects)

Part II – Project Approval Information

Section A – Statutory Requirements

The term "Sponsor" refers to the applicant name as provided in box 8 of the associated SF-424 form.

<p>Item 1</p> <p>Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Item 2</p> <p>Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>Item 3</p> <p>Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<p>Item 4</p> <p>Is the project covered by another Federal assistance program? If yes, please identify other funding sources by the Catalog of Federal Domestic Assistance (CFDA) number.</p> <p>CFDA: _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<p>Item 5</p> <p>Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?</p> <p>If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:</p> <p><input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414</p> <p><input type="checkbox"/> Negotiated Rate equal to ____% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII)</p> <p><i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i></p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A

Section B – Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative 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 Sponsor, 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 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 Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards 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.

Part III – Budget Information

Section A – Budget Summary

Grant Program (a)	Federal Catalog No (b)	New or Revised Budget		
		Federal (c)	Non-Federal (d)	Total (e)
1. Airport Improvement Program	20-106	\$ 308,000	\$	\$
2.				
3. TOTALS		\$	\$	\$

Section B – Budget Categories (All Grant Programs)

4. Object Class Categories	Airport Improvement Program (1)		Other Program (2)		Total
	Amount	Adjustment + or (-) Amount (Use only for revisions)	Amount	Adjustment + or (-) Amount (Use only for revisions)	
a. Administrative expense	\$ 7,500	\$	\$	\$	\$
b. Airport Planning	303,419				
c. Environmental Planning					
d. Noise Compatibility Planning					
e. Subtotal	310,919				
f. Program Income					
g. TOTALS (line e minus line f)	\$ 310,919	\$	\$	\$	\$

Section C – Non-Federal Resources

Grant Program (a)	Applicant (b)	State (c)	Other Sources (d)	Total (e)
5. Airport Improvement Program	\$ 17,221	\$ 13,871	\$	\$ 31,092
6.				
7. TOTALS	\$ 17,221	\$ 13,871	\$	\$ 31,092

Section D – Forecasted Cash Needs

Source of funds	Total for Project	1 st Year	2 nd Year	3 rd Year	4 th Year
8. Federal	\$ 279,827	\$ 84,150	\$ 157,500	\$ 38,177	\$
9. Non-Federal	31,092	9,350	17,500	4,242	
10. TOTAL	\$ 310,919	\$ 93,500	\$ 175,000	\$ 42,419	\$

Section E – Other Budget Information

11. Other Remarks: (attach sheets if necessary)

Part IV - Program Narrative

(Suggested Format)

PROJECT: ALP Update and Narrative Report

AIRPORT: Omak Municipal Airport

1. Objective:

In Summer of 2021, Flight Procedures contacted the SPONSOR regarding the airport's existing approach procedure. The existing procedure is considered a "legacy" procedure, in that it doesn't meet current criteria for RNAV development. Developing a new procedure would bring it into compliance with current criteria. In order to determine if a new approach procedure is appropriate for the airport, the current ALP will need to be updated.

2. Benefits Anticipated:

The SPONSOR and FAA have determined that an ALP Update and Narrative Report will provide the required information for an evaluation of this new approach procedure, as well as update the overall ALP for the airport.

3. Approach: *(See approved Scope of Work in Final Application)*

Work on this project will begin when the grant is issued and is projected to take approximately 18 months.

4. Geographic Location:

The Omak Municipal Airport is located in Okanogan County, S2 and S 11, T34N R26E.

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: *(include address & telephone number)*

Wayne Beetchenow, Public Works Director
City of Omak PO Box 72 Omak, WA 98841 509-826-1170

STANDARD DOT TITLE VI ASSURANCES

The City of Omak (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. **It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.**

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

**City of Omak
(Sponsor)**

(Signature of Authorized Official)

STANDARD DOT TITLE VI ASSURANCES

The City of Omak (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. **It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.**

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

**City of Omak
(Sponsor)**

(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, 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.
2. Nondiscrimination. The contractor, 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 subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Omak Municipal Airport

LOCATION: Omak, Washington

AIP PROJECT NO.: 3-53-0042-014-2022

STATEMENTS APPLICABLE TO THIS PROJECT

- a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Omak Municipal Airport.
- b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Omak Municipal Airport, and they have been informed regarding the scope and nature of this project.
- d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: _____ **DATE:** _____

TITLE: Mayor

SPONSORING AGENCY: City of Omak, Washington

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

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 _____ Date _____
Sponsor's Authorized Representative

Title Mayor, City of Omak, Washington



**FAA
Airports**

ASSURANCES AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. 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);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4,5,6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.

- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1,2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with

respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated

by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity

with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

- e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)

reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Omak

Airport: Omak Municipal Airport

Project Number: 3-53-0042-014-2022

Description of Work: ALP Update and Narrative Report

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Omak Municipal Airport
Address: 102 Omak Airport Rd. Omak, WA 98841

Location 2 (if applicable)

Name of Location:
Address:

Location 3 (if applicable)

Name of Location:
Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Omak

Airport: Omak Municipal Airport

Project Number: 3-53-0042-014-2022

Description of Work: ALP Update and Narrative Report

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
 Yes No N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
 Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
 Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
 Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
 Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
 Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
 Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
 Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
 Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: City of Omak

Name of Sponsor's Authorized Official: Cindy Gagne

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Omak

Airport: Omak Municipal Airport

Project Number: 3-53-0042-014-2022

Description of Work: ALP Update and Narrative Report

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Omak

Name of Sponsor's Authorized Official: Cindy Gagne

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

MEMORANDUM

To: Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: May 2, 2022

Subject: **Resolution No. 31-2022** Approving an Award of contract for 2022 Sewer and Water System Improvement Project G&O #21832

The Attached Resolution: **31-2022, A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AWARD OF THE CONTRACT FOR 2022 SEWER AND WATER SYSTEM IMPROVEMENTS PROJECT G&O #21832** is forwarded for your consideration.

This project will upgrade our water and sewer lines in the area of Hemlock St and a water line on Dewberry St.

The City received two bids. JR Construction was the lowest responsive responsible bidder. Based on the evaluation and recommendation from G&O and City staff we recommend approval of the contract with Burly Products Inc. dba JR Construction. The project is fully funded in the 2022 budget.

We are requesting approval of this resolution.

RESOLUTION NO. 31-2022

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AWARD OF THE CONTRACT FOR 2022 SEWER AND WATER SYSTEM IMPROVEMENTS PROJECT G&O #21832

WHEREAS, the 2022 Sewer and Water System Improvements Project was advertised for bids in the Daily Journal of Commerce and the Omak Chronicle, April 6, 2022 and again in the Omak Chronicle on April 13, 2022; and

WHEREAS, bids were received until 2:00 pm on Wednesday, April 27, 2022 and then opened and publicly read aloud; and

WHEREAS, a total of two bids were received; and

WHEREAS, the City's Consulting Engineers, Gray & Osborne, Inc., 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, Burly Products, Inc. dba JR Construction, 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 2022 Sewer and Water System Improvements Project G&O #21832, a copy of which is available for inspection in the Clerk's Office, be awarded to Burly Products, Inc. dba JR Construction, in the amount of \$2,352,691.92. The Mayor is authorized and directed to execute all necessary contract documents.

PASSED AND APPROVED BY THE OMAK CITY COUNCIL this _____ day of _____, 2022.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney



April 29, 2022

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

SUBJECT: REVIEW OF BIDS, 2022 SEWER AND WATER SYSTEM
IMPROVEMENTS
CITY OF OMAK, OKANOGAN COUNTY, WASHINGTON
G&O #21832

Dear McDaniel:

On April 27, 2022, the City received two responsive bids for the 2022 Sewer and Water System Improvements project. The responsive bids ranged from \$2,352,691.92 to \$3,009,118.96. The Engineer's Estimate was \$3,073,725.36. Each proposal was checked for correctness of extensions of the prices per unit and the total price. Two corrections were made; however, these corrections 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. Burly Products, Inc. dba JR Construction (Post Falls, ID)\$2,352,691.92
2. Selland Construction, Inc. (Wenatchee, WA).....\$3,009,118.96
- Engineer's Estimate.....\$3,073,725.36**

The lowest responsive bidder, Burly Products, Inc. dba JR Construction of Post Falls, Idaho, 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, Burly Products, Inc. dba JR Construction of Post Falls, Idaho, 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 Burly Products Inc. dba JR Construction and they appear to meet the requirements of the Supplemental Bidder Responsibility Criteria.



Mr. Todd McDaniel
April 29, 2022
Page 2

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

Burly Products Inc. dba JR Construction
3999 St. Joe Avenue
Post Falls, ID 83854

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

Sincerely,

GRAY & OSBORNE, INC.

David G. Ellis, P.E.

DE/cah
Encl.

cc: Mr. Wayne Beetchenow, Public Works Director, City of Omak

BIDDER		ENGINEER'S ESTIMATE		JR CONSTRUCTION		SELLAND CONSTRUCTION, INC.		
BIDDER ADDRESS		3999 St. Joe Avenue		Post Falls, ID 83854		P.O. Box 119		
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.		910,542-00		910,542-00		180,275-00		
WASHINGTON STATE CONTRACTOR'S REG. NUMBER		JRCONC*812QK		JRCONC*812QK		SELLAC*372N0		
BID BOND OR OTHER GOOD FAITH TOKEN		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	\$140,000.00	\$140,000.00	\$200,000.00	\$200,000.00
2	Trench Excavation Safety Systems	1 LS	\$15,000.00	\$15,000.00	\$50,000.00	\$50,000.00	\$1.00	\$1.00
3	Temporary Erosion Control	1 LS	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$500.00	\$500.00
4	Traffic Control	1 LS	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
5	SPCC Plan	1 LS	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$100.00	\$100.00
6	Temporary Bypass Pumping	1 LS	\$20,000.00	\$20,000.00	\$75,000.00	\$75,000.00	\$200,000.00	\$200,000.00
7	Expose Existing Utility	40 EA	\$2,000.00	\$80,000.00	\$750.00	\$30,000.00	\$350.00	\$14,000.00
8	Controlled Density Fill	30 CY	\$250.00	\$7,500.00	\$200.00	\$6,000.00	\$150.00	\$4,500.00
9	Minor Change	1 CALC	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
10	Foundation Gravel	90 CY	\$60.00	\$5,400.00	\$100.00	\$9,000.00	\$200.00	\$18,000.00
11	Lightweight Trench Backfill	500 CY	\$160.00	\$80,000.00	\$70.00	\$35,000.00	\$125.00	\$62,500.00
12	Bank Run Gravel for Trench Backfill	500 CY	\$60.00	\$30,000.00	\$30.00	\$15,000.00	\$90.00	\$45,000.00
13	Side Sewer Television Inspection	4,800 LF	\$3.00	\$14,400.00	\$10.00	\$48,000.00	\$10.00	\$48,000.00
14	HDPE Sanitary Sewer Pipe and Fittings for Pipe Bursting, 12 In. Diam.	872 LF	\$200.00	\$174,400.00	\$170.00	\$148,240.00	\$120.00	\$104,640.00
15	HDPE Sanitary Sewer Pipe and Fittings for Pipe Bursting, 8 In. Diam.	2,390 LF	\$160.00	\$382,400.00	\$150.00	\$358,500.00	\$105.00	\$250,950.00
16	PVC Sanitary Sewer Pipe and Fittings, 8 In. Diam (Incl. Bedding Material)	529 LF	\$160.00	\$84,640.00	\$100.00	\$52,900.00	\$105.00	\$55,545.00
17	HDPE Side Sewer Pipe and Fittings for Pipe Bursting, 4 In. Diam	4,000 LF	\$60.00	\$240,000.00	\$55.00	\$220,000.00	\$70.00	\$280,000.00
18	PVC Side Sewer Pipe and Fittings 4 In. Diam. (Incl. Bedding Material)	400 LF	\$100.00	\$40,000.00	\$50.00	\$20,000.00	\$70.00	\$28,000.00
19	Abandon Existing Manhole	1 EA	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00
20	Manhole, 48 In. Diam., Type 1	14 EA	\$6,000.00	\$84,000.00	\$5,000.00	\$70,000.00	\$7,500.00	\$105,000.00
21	Manhole, Additional Height 48 In. Diam., Type 1	27 LF	\$600.00	\$16,200.00	\$400.00	\$10,800.00	\$200.00	\$5,400.00
22	Connection to Existing Manhole	1 EA	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$1,750.00	\$1,750.00
23	Side Sewer Connection	65 EA	\$2,000.00	\$130,000.00	\$750.00	\$48,750.00	\$4,750.00	\$308,750.00

DATE: 4/2022
DRAWN: CAH
CHECKED: DE
APPROVED: DE

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

CITY OF OMAK, WASHINGTON
2022 SEWER AND WATER SYSTEM IMPROVEMENTS
GRAY & OSBORNE #21832

BIDDER	ENGINEER'S ESTIMATE	JR CONSTRUCTION	SELLAND CONSTRUCTION, INC.
24 Sewer Cleanout	\$1,500.00 \$57,000.00	\$500.00 \$19,000.00	\$3,000.00 \$114,000.00
25 Cement Concrete Sidewalk Repair	38 EA \$150.00 \$3,750.00	\$125.00 \$3,125.00	\$100.00 \$2,500.00
26 Cement Concrete Pavement Repair	25 SY \$150.00 \$3,750.00	\$125.00 \$3,125.00	\$100.00 \$2,500.00
27 Crushed Surfacing Top Course	300 TN \$60.00 \$18,000.00	\$34.00 \$10,200.00	\$50.00 \$15,000.00
28 HMA for Pavement Repair Cl. 3/8" PG 64-28	2,100 SY \$130.00 \$273,000.00	\$25.00 \$52,500.00	\$40.00 \$84,000.00
29 Site Restoration and Rehabilitation	1 LS \$30,000.00 \$30,000.00	\$65,000.00 \$65,000.00	\$113,500.00 \$113,500.00
Subtotal, Schedule A	\$2,045,440.00	\$1,558,640.00	\$2,120,136.00
Sales Tax 8.4%	\$171,816.96	\$130,925.76	\$178,091.42
TOTAL CONSTRUCTION COST, SCHEDULE A	\$2,217,256.96	\$1,689,565.76	\$2,298,227.42

DATE: 4/2022
DRAWN: CAH
CHECKED: DE
APPROVED: DE

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

CITY OF OMAK, WASHINGTON
2022 SEWER AND WATER SYSTEM IMPROVEMENTS
GRAY & OSBORNE #21832

NO.	BIDDER	ITEM	ENGINEER'S ESTIMATE			JR CONSTRUCTION			SELLAND CONSTRUCTION, INC.		
			QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
SCHEDULE B: HEMLOCK STREET WATER SYSTEM IMPROVEMENTS											
1		Mobilization and Demobilization	1 LS	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
2		Trench Excavation Safety Systems	1 LS	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$1,000
3		Temporary Erosion Control	1 LS	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$1,000
4		Traffic Control	1 LS	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$2,000.00	\$2,000.00
5		SPCC Plan	1 LS	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$100.00	\$100.00
6		Exploratory Excavation	3 EA	\$2,000.00	\$6,000.00	\$750.00	\$2,250.00	\$2,250.00	\$2,250.00	\$250.00	\$750.00
7		Controlled Density Fill	10 CY	\$250.00	\$2,500.00	\$200.00	\$2,000.00	\$2,000.00	\$2,000.00	\$150.00	\$1,500.00
8		Minor Change	1 CALC	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
9		Foundation Gravel	50 CY	\$60.00	\$3,000.00	\$100.00	\$5,000.00	\$5,000.00	\$5,000.00	\$200.00	\$10,000.00
10		Lightweight Trench Backfill	170 CY	\$160.00	\$27,200.00	\$70.00	\$11,900.00	\$11,900.00	\$11,900.00	\$125.00	\$21,250.00
11		Bank Run Gravel for Trench Backfill	170 CY	\$60.00	\$10,200.00	\$30.00	\$5,100.00	\$5,100.00	\$5,100.00	\$90.00	\$15,300.00
12		DI Pipe for Water Main, 8 In. Diam. (Incl. Bedding Material)	310 LF	\$200.00	\$62,000.00	\$150.00	\$46,500.00	\$46,500.00	\$46,500.00	\$150.00	\$46,500.00
13		DI Pipe for Water Main, 6 In. Diam. (Incl. Bedding Material)	30 LF	\$160.00	\$4,800.00	\$150.00	\$4,500.00	\$4,500.00	\$4,500.00	\$100.00	\$3,000.00
14		Gate Valve, 8 In.	3 EA	\$3,000.00	\$9,000.00	\$2,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$4,000.00	\$12,000.00
15		Water Main Fittings	1 LS	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00
16		Additional Water Main Fittings	1,000 LB	\$3.00	\$3,000.00	\$3.50	\$3,500.00	\$3,500.00	\$3,500.00	\$3.50	\$3,500.00
17		Additional Concrete Thrust Block	10 CY	\$250.00	\$2,500.00	\$200.00	\$2,000.00	\$2,000.00	\$2,000.00	\$350.00	\$3,500.00
18		Connection to Existing System	3 EA	\$3,000.00	\$9,000.00	\$2,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$10,000.00	\$30,000.00
19		Service Connection, 1 In. Diam.	3 EA	\$1,000.00	\$3,000.00	\$2,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$3,000.00	\$9,000.00
20		Service Pipe, 1 In. Diam. (Incl. Bedding Material)	50 LF	\$60.00	\$3,000.00	\$40.00	\$2,000.00	\$2,000.00	\$2,000.00	\$50.00	\$2,500.00
21		Crushed Surfacing Top Course	60 TN	\$60.00	\$3,600.00	\$34.00	\$2,040.00	\$2,040.00	\$2,040.00	\$50.00	\$3,000.00
22		HMA for Pavement Repair Cl. 3/8" PG 64H-28	330 SY	\$130.00	\$42,900.00	\$25.00	\$8,250.00	\$8,250.00	\$8,250.00	\$50.00	\$16,500.00
23		Site Restoration and Rehabilitation	1 LS	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00
		Subtotal, Schedule B			\$251,700.00		\$205,040.00	\$205,040.00	\$205,040.00		\$221,902.00
		Sales Tax 8.4%			\$21,142.80		\$17,223.36	\$17,223.36	\$17,223.36		\$18,639.77
		TOTAL CONSTRUCTION COST, SCHEDULE B			\$272,842.80		\$222,263.36	\$222,263.36	\$222,263.36		\$240,541.77

DATE: 4/2022
DRAWN: CAH
CHECKED: DE
APPROVED: DE

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

CITY OF OMAK, WASHINGTON
2022 SEWER AND WATER SYSTEM IMPROVEMENTS
GRAY & OSBORNE #21832

BIDDER	ITEM	QUANTITY	ENGINEER'S ESTIMATE		JR CONSTRUCTION		SELLAND CONSTRUCTION, INC.	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCHEDULE C: DEWBERRY AVENUE WATER SYSTEM IMPROVEMENTS								
1	Mobilization and Demobilization	1 LS	\$50,000.00	\$50,000.00	\$38,000.00	\$38,000.00	\$40,000.00	\$40,000.00
2	Trench Excavation Safety Systems	1 LS	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$1.00	\$1.00
3	Temporary Erosion Control	1 LS	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$1.00	\$1.00
4	Traffic Control	1 LS	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$2,500.00	\$2,500.00
5	SPCC Plan	1 LS	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$100.00	\$100.00
6	Exploratory Excavation	5 EA	\$2,000.00	\$10,000.00	\$500.00	\$2,500.00	\$250.00	\$1,250.00
7	Controlled Density Fill	10 CY	\$250.00	\$2,500.00	\$200.00	\$2,000.00	\$150.00	\$1,500.00
8	Minor Change	1 CALC	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
9	Foundation Gravel	20 CY	\$60.00	\$1,200.00	\$50.00	\$1,000.00	\$200.00	\$4,000.00
10	Bank Run Gravel for Trench Backfill	150 CY	\$60.00	\$9,000.00	\$30.00	\$4,500.00	\$90.00	\$13,500.00
11	DI Pipe for Water Main, 8 In. Diam. (Incl. Bedding Material)	740 LF	\$200.00	\$148,000.00	\$150.00	\$111,000.00	\$150.00	\$111,000.00
12	DI Pipe for Fire Hydrant, 6 In. Diam. (Incl. Bedding Material)	20 LF	\$160.00	\$3,200.00	\$150.00	\$3,000.00	\$100.00	\$2,000.00
13	Pressure Reducing Valve Vault	1 EA	\$40,000.00	\$40,000.00	\$50,000.00	\$50,000.00	\$75,000.00	\$75,000.00
14	Fire Hydrant Assembly	1 EA	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00
15	Gate Valve, 8 In.	3 EA	\$3,000.00	\$9,000.00	\$2,500.00	\$7,500.00	\$5,000.00	\$15,000.00
16	Abandon Existing Valve	2 EA	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$775.00	\$1,550.00
17	Water Main Fittings	1 LS	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00
18	Additional Water Main Fittings	1,000 LB	\$3.00	\$3,000.00	\$3.50	\$3,500.00	\$3.50	\$3,500.00
19	Additional Concrete Thrust Block	10 CY	\$250.00	\$2,500.00	\$200.00	\$2,000.00	\$350.00	\$3,500.00
20	Connection to Existing System	1 EA	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
21	Service Connection, 1 In. Diam.	15 EA	\$1,000.00	\$15,000.00	\$1,000.00	\$15,000.00	\$3,000.00	\$45,000.00
22	Service Pipe, 1 In. Diam. (Incl. Bedding Material)	550 LF	\$60.00	\$33,000.00	\$40.00	\$22,000.00	\$50.00	\$27,500.00
23	Cement Concrete Sidewalk Repair	20 SY	\$150.00	\$3,000.00	\$100.00	\$2,000.00	\$100.00	\$2,000.00
24	Cement Concrete Pavement Repair	20 SY	\$150.00	\$3,000.00	\$100.00	\$2,000.00	\$100.00	\$2,000.00
25	Crushed Surfacing Top Course	50 TN	\$60.00	\$3,000.00	\$34.00	\$1,700.00	\$50.00	\$2,500.00
26	HMA for Pavement Repair Cl. 3.8" PG 64H-28	1,200 SY	\$130.00	\$156,000.00	\$25.00	\$30,000.00	\$40.00	\$48,000.00
27	Site Restoration and Rehabilitation	1 LS	\$5,000.00	\$5,000.00	\$50,000.00	\$50,000.00	\$5,000.00	\$5,000.00
Subtotal, Schedule C				\$538,400.00		\$406,700.00		\$433,902.00
Sales Tax 8.4%				\$45,225.60		\$34,162.80		\$36,447.77
TOTAL CONSTRUCTION COST, SCHEDULE C				\$583,625.60		\$440,862.80		\$470,349.77

DATE: 4/2022


DRAWN: CAH

CHECKED: DE

APPROVED: DE

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

CITY OF OMAK, WASHINGTON
2022 SEWER AND WATER SYSTEM IMPROVEMENTS
GRAY & OSBORNE #21832

BIDDER	ENGINEER'S ESTIMATE	JR CONSTRUCTION	SELLAND CONSTRUCTION, INC.
TOTAL CONSTRUCTION COST, SCHEDULE A	\$2,217,256.96	\$1,689,565.76	\$2,298,227.42
TOTAL CONSTRUCTION COST, SCHEDULE B	\$272,842.80	\$222,263.36	\$240,541.77
TOTAL CONSTRUCTION COST, SCHEDULE C	\$583,625.60	\$440,862.80	\$470,349.77
TOTAL CONSTRUCTION COST, SCHEDULES A, B AND C	\$3,073,725.36	\$2,352,691.92	\$3,009,118.96
Sealed bids were opened at the 2 North Ash Street, Omak, Washington 98841 on Wednesday, April 27, 2022, at 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.			
 DAVE ELLIS, P.E.			
DENOTES MATHEMATICAL OR ROUNDING ERROR			

DATE: 4/2022
 DRAWN: CAH
 CHECKED: DE
 APPROVED: DE

GRAY & OSBORNE, INC.
 CONSULTING ENGINEERS

CITY OF OMAK, WASHINGTON
 2022 SEWER AND WATER SYSTEM IMPROVEMENTS
 GRAY & OSBORNE #21832

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: City of Omak/2022 Sewer and Water System Improvements	Project Number: 21832						
Bidder's Business Name: Burly Products dba JR Construction	Bid Submittal Deadline: April 27, 2022						
Contractor Registration							
https://secure.lni.wa.gov/verify/							
License Number: JRCONC*812QK	Status: Active: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>						
Effective Date (must be effective on or before Bid Submittal Deadline): 11/12/2019	Expiration Date: 11/12/2023						
Current UBI Number							
https://secure.lni.wa.gov/verify/							
UBI Number: 603202116	Account: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>						
Industrial Insurance Coverage/Worker Compensation							
https://secure.lni.wa.gov/verify/							
Account Number: 910,542-00	Account Current: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>						
Employment Security Department Number							
Employment Security Department Number: 00086745000							
<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: 27-1402851	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							
https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx							
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: <table style="display: inline-table; vertical-align: middle;"> <tr> <td>Is Exempt from this Requirement</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Has Completed Training</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Has Not Completed Training</td> <td><input type="checkbox"/></td> </tr> </table>		Is Exempt from this Requirement	<input checked="" type="checkbox"/>	Has Completed Training	<input type="checkbox"/>	Has Not Completed Training	<input type="checkbox"/>
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: 4-28-2022						



Register as a Contractor

JR CONSTRUCTION

Owner or tradesperson
 Principals
 Schlotthauer, Ross David, PRESIDENT
 Doing business as
JR CONSTRUCTION

3999 W St Joe Ave
 POST FALLS, ID 83854
 208-262-9531

WA UBI No.
603 202 116
 Parent company
BURLY PRODUCTS INC

Business type
Corporation

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.
JRCONC*812QK
 Effective — expiration
11/12/2019— 11/12/2023

Bond

Nationwide Mutual Ins Co \$12,000.00
 Bond account no.
7901026749

Received by L&I
11/12/2019

Effective date
11/11/2019
 Expiration date
Until Canceled

Insurance

Alaska National Insurance Co \$1,000,000.00
 Policy no.
21EPS10170

Received by L&I
05/20/2021

Effective date
05/21/2021
 Expiration date
05/21/2022

Insurance history

Savings
No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings
No lawsuits against the bond or savings accounts during the previous 6 year period.

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

Disadvantaged Business Enterprise (DBE)
Minority Business Enterprise (MBE)

Apprentice Training Agent

No active Washington registered apprentices exist for this business. Washington allows the use of apprentices registered with Oregon or Montana. Contact the Oregon Bureau of Labor & Industries or Montana Department of Labor & Industry to verify if this business has apprentices.

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

910,542-00

Account is current.

Doing business as

BURLY PRODUCTS CORPORATION

Estimated workers reported

Quarter 4 of Year 2021 "7 to 10 Workers"

L&I account contact

T3 / LINDSEY BOOTH (360)902-5596 - Email: B000235@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.

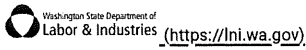
Contractors not allowed to bid

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.

No inspections during the previous 6 year period.



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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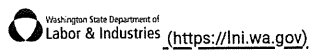
First Previous 1 2 3 4 5 ... 10 Next Last

Company Name	UBI	License	Principals	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
AR SUN ROOMS / PATIO COVERS	601 290 726		RODNEY EUGENE MILES	Debarred	51.48.103	08/24/2021	08/24/2022	-	-
ARCO CONSTRUCTION LLC	604 018 613	ARCOCL848NZ	CHARANJIT SINGH	Debarred	51.48.103	01/06/2022	01/06/2023	-	-
ARCO CONSTRUCTION LLC	604 018 613	ARCOCL848NZ	CHARANJIT SINGH	Debarred	18.27.200	01/06/2022	01/06/2023	-	-
ASAP FRANCIS JAMES CONST LLC	604 150 224	ASAPFFJ835NJ	FRANCIS JAMES, ISABELLA WAKE	Debarred	18.27.200	09/20/2021	09/20/2022	-	-
Aspen Coating	602 754 865	ASPENCI933NZ	James R Reiber, Robert Stamper	Debarred Until Penalties Paid	39.12.050	01/09/2009		Yes	No
ATS Traffic Control LLC	604 484 731			Debarred	39.12.065	10/10/2020	10/10/2022	Yes	No
ATS Traffic Control LLC	604 484 731			Debarred Until Penalties Paid	39.12.050	10/10/2020	10/10/2021	Yes	No
Audio Video Electric, Inc.	602 129 256	AUDIOVE994MS		Debarred Until Penalties Paid	39.12.050	06/21/2013		No	No
Authentic Construction LLC	603 293 375	AUTHECL871JW		Debarred Until Penalties Paid	39.12.050	06/01/2017		Yes	No
B.G CONSTRUCTION	601 181 892	BGCONC*888NT	GLENN SCOTT BARTHOLET	Debarred	18.27.200	01/06/2022	01/06/2023	-	-
B.G CONSTRUCTION	601 181 892	BGCONC*888NT	SANDRA JO BARTHOLET, GLENN SCOTT BARTHOLET	Debarred	51.48.103	01/06/2022	01/06/2023	-	-
Bailey Electric	600 582 300	BAILEE*156MA		Debarred Until Penalties Paid	39.12.050	07/13/2017	07/13/2018	Yes	No
Bailey Electric	600 582 300	BAILEE*156MA		Debarred Until Penalties Paid	39.12.065	07/13/2017	07/13/2019	Yes	No

Company Name	UBI	License	Principals	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
Bailey Electrical, Inc.	601 884 295	BAILEE10250H		Debarred Until Penalties Paid	39.12.050	07/13/2017	07/13/2018	Yes	No
Bailey Electrical, Inc.	601 884 295	BAILEE10250H		Debarred Until Penalties Paid	39.12.065	07/13/2017	07/13/2019	Yes	No
Baker Floors	602 240 950	BAKERF*980PM		Debarred Until Penalties Paid	39.12.050	06/20/2014		No	No
BATH BUILDERS USA LLC	604 225 432	BATHBBU824DF	NATHANIEL MAZAL, SEAN SONNET	Debarred	18.27.200	08/24/2021	08/24/2022	-	-
BELLA CONSTRUCTION	604 113 851	BELLACL830KR	STACEY ESTES	Debarred	51.48.103	08/24/2021	08/24/2022	-	-
BELLA CONSTRUCTION	604 113 851	BELLACL830KR	STACY ESTES	Debarred	18.27.200	08/24/2021	08/24/2022	-	-
BELGREEN	604 389 966			Debarred	18.27.200	01/06/2022	01/06/2023	-	-
BELGREEN	604 389 966		JOHN RUSSO	Debarred	51.48.103	01/06/2022	01/06/2023	-	-
BELOCURA CONSTRUCTION	604 235 292	BELOCC*826J7	ALFRED D DOWNS, KATHLEEN BELOCURA	Debarred	51.48.103	09/20/2021	09/20/2022	-	-
BELOCURA CONSTRUCTION	604 235 292	BELOCC*826J7	Kathleen Belocura	Debarred	18.27.200	09/20/2021	09/20/2022	-	-
BENNETT HOMES INC	603 240 207	BENNEHI88407	CHRIS J BENNETT, TOR BRECKWOY	Debarred	51.48.103	08/24/2021	08/24/2022	-	-
BENNETT HOMES INC	603 240 207	BENNEHI88407	CHRISTOPHER BENNETT, JOSEPH BROCKWAY	Debarred	18.27.200	08/24/2021	08/24/2022	-	-
Berazay's Siding and Remodeling	600 344 492	BEREZR052Q7	Dennis Berezay	Debarred Until Penalties Paid	39.12.050	02/28/2002		Yes	No
Bill Hawn Construction	602 040 946	BILLHCI001LR	William Hawn	Debarred Until Penalties Paid	39.12.050	12/08/2008		Yes	No
Bill Hawn Construction	602 040 946	BILLHCI001LR	William Hawn	Debarred Until Penalties Paid	39.12.065	12/08/2008		Yes	No
Black Bass Innovations, Inc.	602 715 483	BLACKBI931KC		Debarred Until Penalties Paid	39.12.050	11/26/2013	06/19/2015	Yes	No
Black Star Mechanical, LLC	603 462 907	BLACKSM850JL		Debarred Until Penalties Paid	39.12.050	11/06/2017	11/06/2018	Yes	No
Black Star Mechanical, LLC	603 462 907	BLACKSM850JL		Debarred Until Penalties Paid	39.12.065	11/06/2017	11/06/2019	Yes	No
Blackwell Enterprises				Debarred Until Penalties Paid	39.12.050	01/31/2014		Yes	No
Bobcat Bob Inc	602 328 841	BOBCABI971QF		Debarred Until Penalties Paid	39.12.050	05/02/2019		Yes	No
Borders Painting & Wallcovering, LLC	602 236 343	BORDEPC006QL	John Borders, James Border, Rose Duvall	Debarred Until Penalties & Wages Paid	39.12.065	05/06/2009		Yes	Yes
Borders Painting & Wallcovering, LLC	602 236 343	BORDEPC006QL	John Borders, James Border, Rose Duvall	Debarred Until Penalties Paid	39.12.050	05/06/2009		Yes	No

Company Name	UBI	License	Principals	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
Bourke Construction, Inc.	602 737 470	BOURKCI935L5	Matthew Bourke	Debarred Until Penalties Paid	39.12.050	08/19/2009		Yes	No
BRANDON FAUGHT	604 038 602	ARMORR*845PF	Brandon Faught	Debarred	18.27.200	08/24/2021	08/24/2022	-	-
BRIAN DAVID GAINNEY	604 228 239	BRIANG*827C3	BRIAN GAINNEY	Debarred	51.48.103	01/06/2022	01/06/2023	-	-
BRIAN DAVID GAINNEY	604 228 239	BRIANG*827C3	BRIAN GAINNEY, MICHELLE GAINNEY	Debarred	18.27.200	01/06/2022	01/06/2023	-	-
Brian Keith Sprague			Brian Keith Sprague	Debarred Until Penalties Paid	39.12.050	09/16/2009		Yes	No
BRICE GOODMAN INTERIORS LLC	604 086 541	BRICEGI833CN	Brice Goodman	Debarred	18.27.200	03/18/2022	03/18/2023	-	-
BRICE GOODMAN INTERIORS LLC	604 086 541	BRICEGI833CN	BRICE VICTOR GOODMAN	Debarred	51.48.103	03/18/2022	03/18/2023	-	-
BUSTILLO GENERAL CONTRACTOR	602 864 713	BUSTIGC851J1	JOSE DARIO BUSTILLOS	Debarred	51.48.103	01/06/2022	01/06/2023	-	-
BUSTILLO GENERAL CONTRACTOR	602 864 713	BUSTIGC851J1	JOSE BUSTILLO	Debarred	18.27.200	01/06/2022	01/06/2023	-	-
BUTI ROOFING AND CONSTRUCTION	604 403 850			Debarred	18.27.200	01/06/2022	01/06/2023	-	-
C-Stone Excavating Corporation	603 438 111	CSTONSE864PG		Debarred Until Penalties Paid	39.12.050	01/06/2017		Yes	No
C-Stone Excavating Corporation	603 438 111	CSTONSE864PG		Debarred Until Penalties Paid	39.12.065	01/06/2017		Yes	No
CAGLE'S REMODELING AND REPAIRS	603 334 908	CAGLERR835RQ	JOHN CAGLE	Debarred	18.27.200	01/06/2022	01/06/2023	-	-
CAGLE'S REMODELING AND REPAIRS	603 334 908	CAGLERR835RQ	JOHN LINDEN CAGLE, HEATHER NICHOLE CAGLE	Debarred	51.48.103	01/06/2022	01/06/2023	-	-
Caicos Corp.	600 551 412	CAICOC*161RL	David S Berry	Debarred Until Penalties Paid	39.12.050	02/04/2011		Yes	No

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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:

Download all debarment data [Ⓞ]

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Company Name	UBI	License	Principals	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
Handy's Drilling Inc	603 014 672	HANDYDI901RH		Debarred Until Penalties Paid	39.12.050	05/02/2019		Yes	No
Hardy Painting	601 900 821	HARDYP*971RS		Debarred Until Penalties Paid	39.12.050	11/26/2013		Yes	No
Harris Concrete Flooring	604 040 966	HARRICF847O8		Debarred Until Penalties Paid	39.12.050	03/14/2022		Yes	No
HOME SOLUTIONS NW INC	604 412 469	HOMESSN812K1	NICHOLAS C MAJOR, ALYSSA ANN SPARKS	Debarred	51.48.103	01/06/2022	01/06/2023 -		-
HOME SOLUTIONS NW INC	604 412 469	HOMESSN812K1	NICHOLAS MAJOR, ALYSSA SPARKS	Debarred	18.27.200	01/06/2022	01/06/2023 -		-
HONEY BEE CONSTRUCTION LLC	603 387 832	HONEYBC863L7	TONY FECHT, STEVEN REBMAN	Debarred	18.27.200	01/06/2022	01/06/2023 -		-
HONEY BEE CONSTRUCTION LLC	603 387 832	HONEYBC863L7	TONY FECHT, STEVEN REBMAN	Debarred	51.48.103	01/06/2022	01/06/2023 -		-
I & C Northwest	601 002 741	ICNOR**137OM		Permanent Debarment	39.12.065	09/06/2018		Yes	Yes
INFINITY AND BEYOND CONST LLC	604 086 106	INFINBC830C1	SAMUEL BRANCH	Debarred	51.48.103	08/25/2021	08/25/2022 -		-
INFINITY AND BEYOND CONST LLC	604 086 106	INFINBC830C1	SAMUEL BRANCH	Debarred	18.27.200	08/25/2021	08/25/2022 -		-
Ingroup, LTD	602 452 929	INGROL*950CB		Debarred Until Penalties Paid	39.12.050	02/19/2014	02/18/2015	Yes	No
INLAND NORTHWEST REMODELERS	603 615 579	INLANNR845KF	CHRIS S REEL	Debarred	51.48.103	06/17/2021	06/17/2022 -		-
Integrity Construction LLC	603 517 490			Debarred Until Penalties & Wages Paid	39.12.065	10/02/2017		Yes	Yes

Company Name	UBI	License	Principals	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
Integrity Construction LLC	603 495 343	INTEGCL859JM		Debarred Until Penalties & Wages Paid	39.12.065	10/02/2017		Yes	Yes
Integrity Construction LLC	603 517 490			Debarred Until Penalties Paid	39.12.050	10/02/2017		Yes	No
Integrity Construction LLC	603 495 343	INTEGCL859JM		Debarred Until Penalties Paid	39.12.050	10/02/2017		Yes	No
Interiors Northwest, LLC	602 812 875	INTERNL920J9		Debarred Until Penalties Paid	39.12.050	02/19/2014		Yes	No
IPS Inc.	601 926 046			Debarred Until Penalties Paid	39.12.050	11/29/2000		Yes	No
IPS Inc.	601 926 046			Debarred Until Penalties Paid	39.12.065	11/29/2000		Yes	No
J & H HOMES LLC	603 501 938	JHHOMH*853K1	JESSE LE	Debarred	51.48.103	03/18/2022	03/18/2023	-	-
J & H HOMES LLC	603 501 938	JHHOMH*853K1	JESSIE LE	Debarred	18.27.200	03/18/2022	03/18/2023	-	-
J Curry & Associates	601 511 232	JCURRAI050KN		Debarred Until Penalties Paid	39.12.050	10/02/2017		Yes	No
J&P Plumbing	601 418 659	JPPLU**055PQ		Debarred Until Penalties Paid	39.12.050	12/21/1998		Yes	No
JAMEY ALLEN	603 499 111			Debarred Until Penalties Paid	39.12.050	02/18/2016		Yes	No
Janet Seekins	602 704 285		Janet Seekins	Debarred Until Penalties Paid	39.12.050	04/09/2007		Yes	No
Janet Seekins	602 704 285		Janet Seekins	Debarred Until Penalties Paid	39.12.065	04/09/2007		Yes	No
JAY SAUCEDA	601 165 829	SAUCEC*023OW	JAVIER SAUCEDA	Debarred	51.48.103	01/06/2022	01/06/2023	-	-
JAY SAUCEDA	601 165 829	SAUCEC*023OW	JAY SAUCEDA	Debarred	18.27.200	01/06/2022	01/06/2023	-	-
JD DIMENSIONS CONSTRUCTION	603 115 974	JDDIMDC855N8	JOSE DAMIAN	Debarred	18.27.200	01/06/2022	01/06/2023	-	-
JD DIMENSIONS CONSTRUCTION	603 115 974	JDDIMDC855N8	JOSE DAMIAN	Debarred	51.48.103	01/06/2022	01/06/2023	-	-
JEFF VAN HURSTON & HEATING	601 848 115	VANHUJS023B6	JEFF VAN HURSTON	Debarred	51.48.103	09/20/2021	09/20/2022	-	-
JEFF VAN HURSTON & HEATING	601 848 115	VANHUJS023B6	JEFFREY VAN HURSTON	Debarred	18.27.200	09/20/2021	09/20/2022	-	-
JEFFREY UGALE	604 711 843			Debarred	18.27.200	03/18/2022	03/18/2023	-	-
JENNIFER CARPET	603 190 346		JOSE ERNESTO CONTRERAS, MARIA L CONTRERAS	Debarred	51.48.103	01/06/2022	01/06/2023	-	-
JESSE D WOOD				Debarred	18.27.200	03/18/2022	03/18/2023	-	-
JJ's Landscaping & Irrigation, LLC	604 023 946	JJSLAI821CK		Debarred Until Penalties Paid	39.12.050	03/14/2022		Yes	No
JK EQUITY INVESTMENTS LLC	604 177 672	JKHANHS824MR	Kathryn Bough, Joshua Newkirk	Debarred	18.27.200	09/20/2021	09/20/2022	-	-
JM BROTHERS CONSTRUCTION LLC	604 132 535	JMBROBC838LL	FERNANDO LOPEZ-VARGAS	Debarred	18.27.200	09/20/2021	09/20/2022	-	-

Company Name	UBI	License	Principals	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
JM BROTHERS CONSTRUCTION LLC	604 132 535	JMBROBC838LL	FERNANDO LOPEZ-VARGAS	Debarred	51.48.103	09/20/2021	09/20/2022	-	-
JM CONSTRUCTION & LANDSCAPE LL	604 418 497			Debarred	18.27.200	09/20/2021	09/20/2022	-	-
JOHN SALO CONSTRUCTION	604 020 906	JOHNSSC842M5	JOHN R JR SALO	Debarred	51.48.103	09/20/2021	01/20/2023	-	-
JOHN SALO CONSTRUCTION	604 020 906	JOHNSSC842M5	JOHN SALO	Debarred	18.27.200	09/20/2021	01/20/2023	-	-
JORDAN DRYWALL LLC	604 073 037	JORDADL832BE	GABRIEL JORDAN CATARINO	Debarred	51.48.103	08/25/2021	08/25/2022	-	-
JORDAN DRYWALL LLC	604 073 037	JORDADL832BE	JORDAN CATARINO, JOSE LUIS JUAREZ	Debarred	18.27.200	08/25/2021	08/25/2022	-	-
JP'Z	602 627 204	JPZPAPI940L9		Debarred Until Penalties Paid	39.12.050	12/01/2008		Yes	No
JP'Z	602 627 204	JPZPAPI940L9		Debarred Until Penalties Paid	39.12.065	12/01/2008		Yes	No
JRW Structures, Inc.	602 968 186	JRWSTSI915Q5		Debarred Until Penalties Paid	39.12.050	11/26/2013	06/19/2015	Yes	No
JRW Structures, Inc.	602 968 186	JRWSTSI915Q5		Debarred Until Penalties Paid	39.12.050	11/26/2013	06/19/2015	Yes	No
Judge Electrical Construction, Inc.	603 037 247	JUDGEEC905OL		Debarred Until Penalties Paid	39.12.050	11/26/2013		Yes	No
JVI, Inc.	602 836 667	JVI*II*913B8		Debarred Until Penalties Paid	39.12.050	11/05/2013		Yes	No

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BURLY PRODUCTS, INC.

Unique Entity ID Z6C9LGHG2UP3	CAGE / NCAGE 55F09	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 7, 2023	
Physical Address 3999 Saint Joe AVE Post Falls, Idaho 83854-6729 United States	Mailing Address 3999 W ST Joe AVE Post Falls, Idaho 83854-6729 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Idaho 01	State / Country of Incorporation Idaho / United States	URL http://www.burlyproducts.com

Registration Dates

Activation Date Jan 11, 2022	Submission Date Jan 7, 2022	Initial Registration Date Jul 29, 2008
--	---------------------------------------	--

Entity Dates

Entity Start Date Jan 1, 2006	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Manufacturer of Goods Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

Minority Owned Business
 Self Certified Small Disadvantaged Business
 DOT Certified DBE
 Native American Owned

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Federally Recognized Native American Entity

American Indian Owned

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 55F09

Points of Contact

Electronic Business

Ⓡ Ross Schlotthauer, President	3999 W ST Joe AVE Post Falls, Idaho 83854 United States
Orley White	3999 ST. Joe AVE. Post Falls, Idaho 83854 United States

Government Business

Ⓡ Ross Schlotthauer, President	3999 W ST Joe AVE Post Falls, Idaho 83854 United States
Ross Schlotthauer	3999 ST. Joe AVE Post Falls, Idaho 83854 United States

Past Performance

Ⓡ Ross Schlotthauer	3999 ST. Joe AVE Post Falls, Idaho 83854 United States
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Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	332323	Ornamental And Architectural Metal Work Manufacturing
	332311	Prefabricated Metal Building And Component Manufacturing
	332312	Fabricated Structural Metal Manufacturing
	332322	Sheet Metal Work Manufacturing
	332510	Hardware Manufacturing
	332710	Machine Shops
	332721	Precision Turned Product Manufacturing
	332813	Electroplating, Plating, Polishing, Anodizing, And Coloring
	332999	All Other Miscellaneous Fabricated Metal Product Manufacturing
	336612	Boat Building
	336991	Motorcycle, Bicycle, And Parts Manufacturing
	339950	Sign Manufacturing
	541330	Engineering Services

541340

Drafting Services

Disaster Response

This entity does not appear in the disaster response registry.

APPENDIX A

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORMS
2022 SEWER AND WATER SYSTEM IMPROVEMENTS

These forms shall be completed in their entirety and submitted by the apparent two lowest Bidders to the City of Omak by 12:00 p.m. (noon) of the second business day following the bid submittal deadline.

Failure to submit and meet the requirements as stated in Section 2.01.8 of the General Conditions shall be grounds for rejection of the bid. The City of Omak will be the sole judge in determining if the prospective contractor meets the minimum experience requirements.

Contractor:

Name: JR Construction
Address: 3999 St. Joe Ave
Phone: 208-262-9531
Contact Person: Ross Schlotthauer

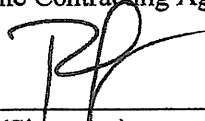
2. **Delinquent State Taxes**

Instructions to Bidders: Check the appropriate box

- The Bidder does not owe delinquent taxes to the Washington State Department of Revenue.
- Alternatively, the Bidder does owe delinquent taxes to the Washington State Department of Revenue.

If the Bidder owes delinquent taxes, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency.

4-28-2022
(Date)


(Signature)

Ross Schlotthauer
(Print Name)

President
(Title)

3. Claims Against Retainage and Bonds:

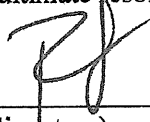
Instructions to Bidders: Check the appropriate box

- The Bidder has not had claims against retainage and bonds in the 3 years prior to the bid submittal date.
- Alternatively, the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date.

If the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date, submit a list of public works projects completed during this period that have had claims against retainage and bonds and include name of Project, contact information for the Owner, a list of claims filed against retainage and/or payment bond for any of the projects listed; and a written explanation of circumstances surrounding each claim and the ultimate resolution of the claim.

4-28-2022

(Date)



(Signature)

Ross Schlotthauer

(Print Name)

President

(Title)

4. Public Bidding Crime:

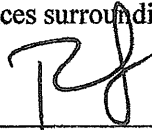
Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder and/or its Owners have not been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.
- Alternatively, the undersigned confirms that the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.

If the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract, provide a written explanation identifying the date of the conviction and a description of the circumstances surrounding the conviction.

4-28-2022

(Date)



(Signature)

Ross Schlotthauer

(Print Name)

President

(Title)

5. Termination for Cause/Termination for Default

Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder has not had any public works contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date.
- Alternatively, the undersigned confirms that the Bidder has had public works contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date.

If the Bidder has had any public works contracts terminated for cause or terminated for default in the 5 years prior to the bid submittal date, provide a written explanation for all contracts terminated for cause or terminated for default by identifying the project contract that was terminated, the government agency which terminated the Contract, the date of the termination, and a description of the circumstances surrounding the termination.

4-28-2022

(Date)



(Signature)

Ross Schlotthauer

(Print Name)

President

(Title)

6. **Lawsuits**

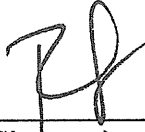
Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder has not had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.
- Alternatively, the undersigned confirms that the Bidder has had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.

If the Bidder has had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, submit a list of lawsuits along with a written explanation of the circumstances surrounding each lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet the terms of contracts.

4-28-2022

(Date)



(Signature)

Ross Schlotthauer

(Print Name)

President

(Title)

7. **Contract Time (Liquidated Damages)**

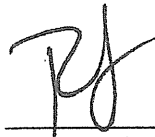
Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder has not had liquidated damages assessed on any project it has completed in the 5 years prior to the bid submittal date.
- Alternatively, the undersigned confirms that the Bidder has had liquidated damages assessed on projects in the 5 years prior to the bid submittal date.

If the Bidder has had liquidated damages assessed against projects in the 5 years prior to the bid submittal dated, submit a list of projects along with Owner contact information, and number of days assessed liquidated damages. The Contracting Agency shall determine whether the Contractor has a pattern of failing to complete projects within Contract Time.

4-28-2022

(Date)



(Signature)

Ross Schlotthauer

(Print Name)

President

(Title)

8. Capacity and Experience

The Bidder shall have sufficient current capacity and the Project Superintendent assigned to the Project shall have experience to meet the requirements of this Project. The Bidder and Project Superintendent shall have successfully completed at least two projects as the prime contractor, of a similar size and scope, during the 5-year period immediately preceding the bid submittal deadline for this project. Similar size is defined as a minimum of 70 percent of the bid amount submitted by the Bidder.

A. Capacity

i. Gross dollar amount of work currently under contract:

1,050,000 Utility Work

ii. Gross dollar amount of contracts currently not completed:

1,050,000 Utility Work

iii. List five major pieces of equipment which are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

John Deere 350

John Derre 225

Peterbilt Dump Truck

Kenworth with Side Dump Trailer

Komatsu 138

iv. Number of superintendents on Bidder's staff:

2 Superintendents, 4 Project Managers

B. Experience

i. General character of work performed by firm:

Public Works Water, Sewer Main, Street, Sidewalk Projects

ii. Identify who will be the superintendent on this project and years of experience. Also, list the number of years this person has been with your firm.

Jake Barker 6 years as construction Superintendant

iii. Similar Size and Scope Projects Completed in the Past 5 Years

#1 Owner's Name and Contact Information: _____
East Lake Shores Development

Owner is a Government Agency? ___ Yes X No

Superintendent's Name: Jake Barker

Project Name: East Lake Shores Development

Awarded Contract Amount: _____

Final Contract Amount: 1.98 Million

Completion Date: 2020

Project Description: _____

Housing Development Infrastructure to include all utilities, services, streets, sidewalks

#2 Owner's Name and Contact Information: _____
Colville Indian Housing Authority

Owner is a Government Agency? Yes No

Superintendent's Name: _____

Project Name: White Buffalo Meadows Phase 3

Awarded Contract Amount: _____

Final Contract Amount: 8.05 Million

Completion Date: 2022

Project Description: Housing Development Infrastructure

#3 Owner's Name and Contact Information: _____
Town of Twisp

Owner is a Government Agency? Yes No

Superintendent's Name: Jake Barker

Project Name: Twisp Ave Watermain Improvements

Awarded Contract Amount: 753,000

Final Contract Amount: 782,000

Completion Date: 2021

Project Description: _____

Watermain Improvements including services and street resurface

MEMORANDUM

To: Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: May 2, 2022

Subject: **Resolution No. 32-2022** Approving Amendment No. 4 to the professional services agreement with Gray & Osborne, Inc.

The Attached Resolution **32-2022, A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH GRAY & OSBORNE, INC.** is forwarded for your consideration.

This resolution will amend the contract with G&O for project management of the 2022 water and sewer project G&O #21832

We are requesting approval of this resolution.

RESOLUTION NO. 32-2022

A RESOLUTION FO THE OMAK CITY COUNCIL APPROVING AMENDMENT NO. 4 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GRAY & OSBORNE, INC. FOR 2022 SEWER AND WATER SYSTEM IMPROVMENTS

WHEREAS, the City of Omak extended the contract with Gray & Osborne, Inc. to provide On-Call Engineering Services by the approval of Resolution No. 5-2021; and

WHEREAS, it is necessary to secure professional engineer consulting services for the 2022 Sewer and Water System Improvements; and

WHEREAS, the scope of work and engineering cost for providing these services is estimated not to exceed a budget of \$360,000 as shown on the attached Schedules Exhibit "A" and "B".

NOW, THEREFORE BE IT RESOLVED by the Omak City Council, that Amendment No. 4 to the Contract for Personal Engineering Services between the City of Omak and Gray & Osborne, Inc., a copy of which is attached hereto as Exhibit "A" and "B" is hereby approved. The mayor is authorized to execute this document on behalf of the city.

PASSED AND APPROVED this _____ day of _____, 2022

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

**AMENDMENT NO. 4
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AMENDMENT, by and between the City of Omak, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for engineering services dated (by Agency) February 1, 2021, for additional services related to the On-Call Engineering Services.

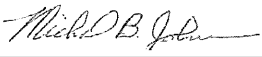
City of Omak – 2022 Sewer and Water System Improvements

See the attached Exhibit A and Exhibit B for the scope and fees. For a not-to-exceed budget of \$290,000 for Schedules A and B and \$70,000 for Schedule C or a total of \$360,000.

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this AMENDMENT to the Contract for Engineering Services in duplicate on the respective dates indicated below.

GRAY & OSBORNE, INC.

CITY OF OMAK

By: 
(Signature)

By: _____
(Signature)

Name: Michael B. Johnson, P.E., President
GRAY & OSBORNE, INC.

Name: _____
(Print)

Date: 4/8/2022

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT A

SCOPE OF SERVICES

CITY OF OMAK 2022 SEWER AND WATER SYSTEM IMPROVEMENTS

Based on our understanding of the project, this Scope of Work presents the professional engineering services requested by the City of Omak for construction administration and inspection services for the 2022 Sewer and Water System Improvements project. The project consists of the following schedules of work:

- Schedule A – Sewer System Improvements
- Schedule B – Hemlock Street Water System Improvements
- Schedule C – Dewberry Avenue Water System Improvements

More specifically, the work will include:

Task 1 – Project Management

The objective is to act as liaison between the City and the Contractor through the course of construction. This task will include the following:

- The City's instructions to the Contractor will be issued through the Engineer who will have authority to act on behalf of the City to the extent provided in the Contract Documents.
- Coordinate, review project costs, and provide cost information and supporting cost documentation to the City Clerk to aid in any audits.
- Assist the City in community relations to include responding to questions and concerns of the public regarding the proposed project construction.

Task 2 – Preconstruction Conference

The objective is to coordinate and conduct a preconstruction conference for the project. This task will include the following:

- Coordinate and conduct a preconstruction conference and prepare and distribute meeting minutes to attendees.

Task 3 – Construction Staking

The objective is to provide construction staking in accordance with the Contract Documents. This task will include the following:

- Provide four separate site visits for field surveys consisting of offset alignment staking and benchmarks for grade control to assist the Contractor in construction of the project.

Task 4 – Construction Contract Administration

The objective is to provide contract administration support services during construction of the project. This task includes the following:

- Coordinate and conduct on-site construction meetings every two weeks or as may be required by on-site construction activities with the Contractor and the City. Prepare and distribute minutes of meetings to all attendees.
- Review the Contractor's monthly progress payment requests and prepare monthly progress estimates based on the Resident Inspector's judgement of the value of work completed during the pay period.
- Represent the City's interest in negotiation of change orders with the Contractor. Prepare change orders for execution by the Contractor subject to approval and authorization of the City.
- Provide notices of substantial and physical completion and recommend final acceptance of the project. Obtain bonds, warranties, and record drawings from the Contractor. Prepare the "Certificate of Completion of Public Works Contract" form and assist the City with release of the retained percentage or retainage bond.

Task 5 – Office Engineering

The objective is to provide engineering support services for the project during construction. This task includes the following:

- Review shop drawings and submittals for compliance with design intent and general conformity to the Contract Documents.
- Review proposals from the Contractor to substitute an "or equal" product for a specified product based on design intent and general conformity to the Contract Documents.
- Respond to the Contractor's requests for information (RFIs), questions, and provide interpretation of the Contract Documents that address and clarify design intent. Maintain records of telephone meetings concerning design intent.

- Estimate the added or reduced cost of changes during the course of construction to be used in negotiation of change orders. Evaluate the impact of change orders on the construction schedule and recommend eligible time extensions.
- Prepare record drawings from field observations and information provided by the Contractor.

Task 6 – Resident Construction Inspection

The objective is to provide resident construction inspection for the project to monitor conformance of the Contractor’s work with the Contract Documents. This task includes the following:

- Provide resident construction inspection to monitor conformance of the Contractor’s work with the Contract Documents.
- Prepare and maintain daily logs, lists of construction deficiencies or other construction issues, weekly schedule reports, job site photos, quantity measurements, and correspondence for the project.
- Review and comment on the Contractor’s construction schedule. Monitor the Contractor’s progress in relation to the schedule for the project.
- This scope of work and resulting maximum amount payable is based on providing full-time inspection services for 145 consecutive working days (1,160 hours). An amendment to this agreement shall be executed to reimburse the Engineer for inspection time required beyond this limit, should the allowable inspection time be extended.

Construction Management System Server Development – The objective is to develop and maintain a server dedicated to allowing each entity involved in the project a means to access and provide comments on project files quickly and efficiently.

- Develop and maintain a CMS server for the project and provide tiered access to designated personnel for the various project entities.

BUDGET

The maximum amount payable to the Engineer for completion of all work associated with this Scope of Work, including contingencies, salaries, overhead, direct non-salary costs and net fee shall be as shown in Exhibits B-1 and B-2. This amount shall not be exceeded without prior written authorization of the City.

EXHIBIT B-1

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Omak - 2022 Sewer and Water System Improvements

*Schedule A - Sewer System Improvements
Schedule B - Hemlock Street Water System Improvements*

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Field Inspector Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
1 Project Management	8	40					
2 Preconstruction Conference		8	4				
3 Construction Staking			4			24	100
4 Construction Contract Admin.	8	104	128				
5 Office Engineering	8	32	136		32		
6 Resident Construction Inspection				960			
Hour Estimate:	24	184	272	960	32	24	100
Fully Burdened Billing Rate Range:*	\$145 to \$215	\$140 to \$215	\$125 to \$160	\$95 to \$154	\$50 to \$150	\$125 to \$175	\$180 to \$270
Estimated Fully Burdened Billing Rate:*	\$180	\$180	\$160	\$140	\$130	\$160	\$200
Fully Burdened Labor Cost:	\$4,320	\$33,120	\$43,520	\$134,400	\$4,160	\$3,840	\$20,000

Total Fully Burdened Labor Cost: \$ 243,360
 Direct Non-Salary Cost:
 Mileage & Expenses (Mileage @ current IRS rate) \$ 41,640
 CMS \$ 5,000
TOTAL ESTIMATED COST: \$ 290,000

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT B-2

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Omak - 2022 Sewer and Water System Improvements

Schedule C - Dewberry Avenue Water System Improvements

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Field Inspector Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
1 Project Management	4	8					
2 Preconstruction Conference		8	4				
3 Construction Staking			4			4	20
4 Construction Contract Admin.	2	24	32				
5 Office Engineering	2	8	64		8		
6 Resident Construction Inspection				200			
Hour Estimate:	8	48	104	200	8	4	20
Fully Burdened Billing Rate Range:*	\$145 to \$215	\$140 to \$215	\$125 to \$160	\$95 to \$154	\$50 to \$150	\$125 to \$175	\$180 to \$270
Estimated Fully Burdened Billing Rate:*	\$180	\$180	\$160	\$140	\$130	\$160	\$200
Fully Burdened Labor Cost:	\$1,440	\$8,640	\$16,640	\$28,000	\$1,040	\$640	\$4,000

Total Fully Burdened Labor Cost: \$ 60,400

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 9,300

Printing \$ 300

TOTAL ESTIMATED COST: \$ 70,000

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.