

**City of Tekoa**  
**COUNCIL MEETING AGENDA**  
***Monday – October 7, 2024***  
*Meeting time –6:00 p.m.*  
*Tekoa City Hall*

**I. CALL TO ORDER:**

**II. PLEDGE OF ALLEGIENCE:**

**III. ROLL CALL:**

**MAYOR SCHULZ:**  
**CM MANDI PRINCE:**  
**CM MARGIE JAEGER:**  
**CM PETE MARTIN:**  
**CM MIKE HALE:**  
**CM SHELLY AUSMUS:**  
**CM DAVE TYSZ:**

**IV. AGENDA MODIFICATIONS:**

**V. SEPTEMBER 23, 2024, COUNCIL MEETING MINUTES:**

**VI. PUBLIC COMMENTS, PUBLIC HEARINGS AND CORRESPONDENCE:**

**A. PUBLIC COMMENTS FROM THE AUDIENCE:**

**B. COMMUNITY GROUP UPDATES:**

**VII. UNFINISHED BUSINESS:**

**A. CARGO CONTAINER ORDINANCE PROPOSAL:**

**B. WATER METER ORDINANCE CLARIFICATION:**

**C. BURN PILE:**

**VIII. NEW BUSINESS:**

**A. JUB-TIM IKE: WSDOT AIRPORT PROJECT:**

**B. DOUG PALMER RE: BURN PILE:**

**C. MRSC SMALL WORKS ROSTER RESOLUTION 24-05:**

**D. SALARY COMMITTEE RECOMMENDATION:**

- E. WATER/SEWER RATES FOR 2025:**
- F. AIRPORT LEASES:**
- G. TEMPORARY OFFICE HELP:**
- H. ETHICS POLICY:**
- I. DOG TAGS:**
- IX. ANNOUNCEMENTS AND REPORTS:**
  - A. MAYOR'S REPORT:**
  - B. STAFF REPORT:**
  - J. COUNCIL REPORTS:**
- X. MAYOR AND COUNCIL NEW BUSINESS AND NEW INITIATIVES:**
- XI. APPROVAL OF VOUCHERS AND CLAIMS:**
- XII. EXECUTIVE SESSION:**
- XIII. CONTINUED PUBLIC COMMENTS:**
- XIV. ADJOURNMENT:**

**Next meeting – Monday, October 21, 2024 – 6:00 P.M.**

**City of Tekoa**  
**COUNCIL MEETING MINUTES**  
*Monday – September 23, 2024, 6 P.M.*  
**Tekoa City Hall**

- I. **CALL TO ORDER:** Mayor Schulz called the meeting to order at 6:00 P.M.
- II. **PLEDGE OF ALLEGIENCE:** Mayor Schulz led in the Pledge of Allegiance.
- III. **ROLL CALL:**
- MAYOR SCHULZ: present  
CM MANDI PRINCE: present  
CM MARGIE JAEGER: present  
CM PETE MARTIN: present  
CM MIKE HALE: present  
CM SHELLY AUSMUS: present  
CM DAVE TYSZ: present  
CM LYDIA FLETCHER: present  
ATTY HANSON was also in attendance.
- IV. **AGENDA MODIFICATIONS:** CM Ausmus requested to add BURN PILE and DOG TAGS to the agenda. The council voted unanimously to add these items to the agenda.
- V. **SEPTEMBER 9, 2024, COUNCIL MEETING MINUTES:** CM Fletcher moved to accept the September 9, 2024, Council Meeting Minutes. CM Hale seconded the motion. The motion passed unanimously.
- VI. **PUBLIC COMMENTS, PUBLIC HEARINGS AND CORRESPONDENCE:**
- A. **PUBLIC COMMENTS FROM THE AUDIENCE:** John Jaeger spoke about Dana Wilkinson's water meter assembly damage. He believes that Dana Wilkinson's water meter should have been turned on sooner. He would like to see the council establish a timeframe for re-establishing water service. He would like all meters to be certified. Reid Smith is a certified quality auditor. He said that council needs to have objective viewpoints vs. subjective viewpoints when they evaluate ordinances and consider city business.
- B. **COMMUNITY GROUP UPDATES:** None.
- VII. **UNFINISHED BUSINESS:**
- A. **CARGO CONTAINER ORDINANCE PROPOSAL:** Mayor Schulz noted that we have ordinances in place that deal with whatever uses cargo containers will be used for. Simply add containers to those uses, i.e. the different kinds of zoning. CM Ausmus said that it is not clear how containers need to be treated, so she believes the city should move forward with addressing some of the issues that came up. There was extended discussion.

- B. WATER METER ORDINANCE CLARIFICATION:** CM Ausmus distributed suggested changes to the current water meter ordinances. CM Hale would like to have it on the agenda for the next meeting to vote on. CM Ausmus moved to approve the ordinance. CM Martin seconded it. There were questions about the meter at Dana Wilkinson's. The mayor spoke about the possibility of including language re: consequences for breaking the meter. There was discussion about the Wilkinson meter and whether the new language is appropriate or needed. Atty. Hanson spoke to the statute of limitations and recommended not limiting the city's ability to enforce ordinances further. There was discussion. CM Jaeger would like to add timelines to the ordinance. There was additional discussion. Yes votes- CM Ausmus, Martin and Jaeger, No votes- CM Hale, Fletcher, Tysz and Prince. Motion fails and the item will be on the next agenda.

### **VIII. NEW BUSINESS:**

- A. TRIPLE D CENTENNIAL FARMS SANITARY EASEMENT:** CM Ausmus moved to approve the Triple D Centennial Farms easement. CM Prince seconded the motion and it passed unanimously.
- B. APPROVE CENTURY WEST WWTP PLANNING EXPENSE REQUEST:** Clerk Evans-Teague explained the billing request. CM Hale moved to approve the Century West WWTP planning expense request, Fletcher seconded the motion. There was discussion. The motion passed unanimously.
- C. JUB: TIM IKE: APPROVE WSDOT GRANT AWARD FOR WILLARD FIELD:** Tim Ike updated the council and public that the city has been awarded the WSDOT aviation construction grant that was applied for. CM Hale is working with the Port of Whitman re: the city's matching grant. His understanding is that we are basically approved through the POW, and he let the council know the match for the city would be \$43,986.06, including the \$5,000 rebid fee and a \$2,500 administration fee. Tim Ike explained the contingencies. There was discussion. CM Hale let the council know there is a timeline. CM Fletcher moved to approve receiving the grant contingent on grant-match assistance from the Port of Whitman and approval of the contract rate by the contractor. The motion passed unanimously. Tim Ike explained the process.
- D. ORDINANCE 894: BUDGET AMENDMENT & CREATION OF FUND:** Clerk Evans-Teague explained the ordinance. CM Fletcher moved to adopt Ordinance 894. CM Hale seconded the motion and the motion passed unanimously.
- E. SNOWPLOW BLADE BIDS:** Steven Thomas explained he is the only city employee with a CDL (Commercial Driver's License). When the big snowplow is loaded with gravel, it is overweight for a non-CDL employee. He explained the new plow blade would enable the city to have an additional employee in the lower weight truck. Steven explained what articulating wings provide on the plow. There was extended discussion. CM Tysz moved to accept the lowest bid for the snowplow blade. CM Hale seconded the motion. CM Ausmus abstained and CM Martin, Tysz, Fletcher, Prince, Jaeger and Hale voted yes.
- F. CEMETERY ENDOWMENT REQUEST:** CM Martin explained the state of the Goldenrod Perpetual Care Endowment. It is in good shape and designated into disbursement funds and growth funds. He thought all aspects of the cemetery functioning were going well. Clerk Evans/Teague explained the city is making a funding request to the committee. Mayor Schulz

explained the process. CM Martin explained how the endowment committee will be evaluating proposals going forward as well as suggesting new projects to the city. There was discussion. CM Ausmus moved to approve the request. CM Martin seconded the motion. The motion passed unanimously.

**G. CURRENT STATUS OF GOLF COURSE CLUBHOUSE:** CM Martin reported that the groundskeeper realized he doesn't have time to work on the clubhouse project. CM Martin will go forward with the process of defining the projects and getting bids for the various needs to report to the Port of Whitman. There was discussion about timelines and needs.

**H. BURN PILE:** CM Ausmus would like the council to consider removing the \$1 fee for the burn pile. She would like that added to the agenda next meeting. CM Tysz supported the monthly charge citing the expenses involved in maintaining the burn pile. There was discussion.

**I. DOG TABS:** Postponed until the next meeting.

#### **IX. ANNOUNCEMENTS AND REPORTS:**

**A. MAYOR'S REPORT:** Mayor Schulz suggested raising sewer rates for next year at \$2/month. He also reported the deputy clerk gave her two weeks' notice that she will be leaving for a new position. He will include the council in the hiring process.

**B. STAFF REPORT:** Clerk Evans-Teague reported on attending the recent WFOA conference.

**J. COUNCIL REPORTS:** CM Hale reported that Tekoa Chamber is planning a music festival, "Wheatstalk," on Oct. 26, at the Empire Theatre. CM Fletcher read her resignation as she is taking an appointment in Texas. CM Jaeger confirmed council involvement in the employment and council processes. CM Martin mentioned the interpretive panels from the .09 grant. He will go to the next Parks and Rec. meeting to seek approval for placing the interpretive panels. CM Ausmus reported on Parks and Rec.; the pool had a good summer, and they have received a large grant for new playground equipment for Gymkanna and Ruhl Park equipment. Parks and Rec. would like to suggest permanent bathrooms at the Gymkanna Grounds when .09 grant season comes around. Parks and Rec. would like the city to put up a bigger sign for the pool. CM Ausmus reported on growth in Tekoa for employment, housing and community. CM Tysz asked about the Lift Station. Steven Thomas spoke about some of the programming changes for the Lift Station. There were questions about flow.

**X. MAYOR AND COUNCIL NEW BUSINESS AND NEW INITIATIVES:** None.

**XI. APPROVAL OF VOUCHERS AND CLAIMS:** CM Martin moved to approve EFT payroll and checks 17374-17392 totaling \$83,262.14 and EFT payroll and checks 17393-17430 totaling \$158,141.94. CM Hale seconded the motion, and the motion passed unanimously.

**XII. EXECUTIVE SESSION:** The mayor set executive session at 8:05 P.M. for 30 minutes and the subject is personnel. Executive session adjourned at 8:35 P.M. The council would like to clarify the ethics policy at the next meeting.

**XIII. CONTINUED PUBLIC COMMENTS:** Kathi Houston clarified CM Ausmus' housing developments comments. She also noted that time to discuss issues needing further consideration should be allowed regardless of an individual council member's opinion. CM Ausmus clarified

with Atty. Hanson re: whether the sidewalk snow removal issue was illegal vs. inadvisable. There was discussion.

**XIV. ADJOURNMENT:** CM Ausmus moved to adjourn the meeting. C. Fletcher seconded the motion. The motion passed unanimously. Mayor Schulz adjourned the meeting at 8:38 P.M.

**APPROVED:**

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Roy Schulz - Mayor

**ATTEST:**

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Eliza M. Evans-Teague– Clerk/Treasurer



Tekoa Clerk &lt;tekoaclerk@gmail.com&gt;

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## Cargo Container Ordinances for Council Packets

1 message

**Council Position 5** <tekoacouncilposition5@gmail.com>

Fri, Oct 4, 2024 at 12:01 PM

To: "Eliza M. Evans-Teague" &lt;tekoaclerk@gmail.com&gt;

Hi Eliza,

Could you include the following email from Eric Hanson and ordinances in our council packets for Monday Night's meeting?

Thank you,  
Shelly

Shelly,

Attached to this e-mail are the following amendments to Tekoa Municipal Code:

- 4.16.100 allowing storage containers as a conditional use as a storage facility in the industrial zone
- 4.16.090 allowing storage containers as a conditional use as a storage facility in the Commercial District
- 4.16.080 allowing storage containers as a conditional use as a storage facility in Urban Residential District
- 4.16.070 allowing storage containers as a conditional use as a storage facility in Rural Residential District
- 4.16.020 adding definition of Storage Containers in the zoning code
- Proposed Storage Container Ordinance with the changes requested

With respect to the storage container ordinance, after discussion on it at the last council meeting, I think it's a good idea to state that storage containers shall be used as an appurtenance to the primary use, such primary use being an enclosed adjoining building. This means that the storage container is subordinate to the primary use. So, for example, if there is a vacant lot in the residential zone, a person cannot just put a storage container on that lot or live in it. There has to be a house the person is living in and the storage container has to be used as storage. That seems to be what the council is looking for.

If you have any questions please do not hesitate to contact me. Thank you

Sincerely,

Eric Hanson

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### 6 attachments

 **Tekoa Ordinance 4.16.100.pdf**  
61K

 **Tekoa Ordinance 4.16.090.pdf**  
60K

 **Tekoa Ordinance 4.16.080.pdf**  
62K

 **Tekoa Ordinance 4.16.070.pdf**  
84K



Tekoa Clerk &lt;tekoaclerk@gmail.com&gt;

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**More Cargo Container info for packets**

1 message

**Council Position 5** <tekoacouncilposition5@gmail.com>

Fri, Oct 4, 2024 at 12:11 PM

To: "Eliza M. Evans-Teague" &lt;tekoaclerk@gmail.com&gt;

From: Council Position 5 (tekoacouncilposition5@gmail.com)

Date: 10/02/24 06:32

To: Ehanson (ehanson@palouse.net)

Subject: **Re: Re[2]: Cargo Containers**

Eliza,

Could you also include the following question and answer with the other Cargo Container info for our packets?

Thanks again,  
Shelly

Eric,

Thank you for this and for the explanation of "appurtenance to a primary use." How would this part of the ordinance affect the two blue containers on Crosby of the two the school has brought onto the ball field. Would they be grandfathered in or have to move them?

Thank you,  
Shelly

Shelly,

Are they used for storage for the primary use of the property? If so, I think they would need a conditional use permit meeting the conditions outlined in 7.30



**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF TEKOA, amending Ordinance 567, and Tekoa municipal code §4.16.0100(c) thereby adding cargo containers as a conditional use in the Industrial Zone.

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEKOA AS FOLLOWS:

**Section 1:** Tekoa municipal code §4.16.0100(c) and those portions of Ordinance 567, which are codified as Tekoa municipal code §4.16.0100(c) are hereby amended to read as follows.

**4.16.0100(c)- Conditional Uses Permitted**

**(1) cargo containers, as a storage facility.**

**Section 2:** This ordinance shall be in full force and effect five days after it or a summary thereof, is published in the official newspaper of the City of Tekoa as required by law.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2024. By the City Council of the City of Tekoa.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk- Treasurer

Approved as to form:

\_\_\_\_\_  
Eric S. Hanson, Town Attorney

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF TEKOA, amending Ordinance 567, and Tekoa municipal code §4.16.090(c) thereby adding cargo containers as a conditional use in the Commercial District

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEKOA AS FOLLOWS:

**Section 1:** Tekoa municipal code §4.16.090(c) and those portions of Ordinance 567, which are codified as Tekoa municipal code §4.16.090(c) are hereby amended to read as follows.

**4.16.090(c)- Conditional Uses Permitted**

**(4) cargo containers as a storage facility**

**Section 2:** This ordinance shall be in full force and effect five days after it or a summary thereof, is published in the official newspaper of the City of Tekoa as required by law.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2024. By the City Council of the City of Tekoa.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk- Treasurer

Approved as to form:

\_\_\_\_\_  
Eric S. Hanson, Town Attorney

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF TEKOA, amending Ordinance 567, and Tekoa municipal code §4.16.080(c) thereby adding cargo containers as a conditional use in the Urban Residential District.

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEKOA AS FOLLOWS:

**Section 1:** Tekoa municipal code §4.16.080(c) and those portions of Ordinance 567, which are codified as Tekoa municipal code §4.16.080(c) are hereby amended to read as follows.

**4.16.080(c)- Conditional Uses Permitted**

**(12) cargo containers as a storage facility.**

**Section 2:** This ordinance shall be in full force and effect five days after it or a summary thereof, is published in the official newspaper of the City of Tekoa as required by law.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2024. By the City Council of the City of Tekoa.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk- Treasurer

Approved as to form:

\_\_\_\_\_  
Eric S. Hanson, Town Attorney

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF TEKOA, amending Ordinance 567, and Tekoa municipal code §4.16.070(c) thereby adding cargo containers as a conditional use in the Rural Residential District.

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEKOA AS FOLLOWS:

**Section 1:** Tekoa municipal code §4.16.070(c) and those portions of Ordinance 567, which are codified as Tekoa municipal code §4.16.070(c) are hereby amended to read as follows.

**4.16.070(c)- Conditional Uses Permitted**

**Any of the following uses may be allowed under a conditional use permit granted by the Board of Adjustment after notice and hearing, under such conditions as may be set forth in the terms of the permit by the Board of Adjustment, provided that if at any time the Board of Adjustment, upon presentation of sufficient evidence, is satisfied that a nuisance exists, it may revoke the conditional use permit:**

**(11) cargo containers as a storage facility.**

**Section 2:** This ordinance shall be in full force and effect five days after it or a summary thereof, is published in the official newspaper of the City of Tekoa as required by law.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2024. By the City Council of the City of Tekoa.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk- Treasurer

Approved as to form:

\_\_\_\_\_  
Eric S. Hanson, Town Attorney

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF TEKOA, amending Ordinance 619, and Tekoa municipal code §4.16.020 thereby defining “cargo containers”

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEKOA AS FOLLOWS:

**Section 1:** Tekoa municipal code §4.16.020 and those portions of Ordinance 619, which are codified as Tekoa municipal code §4.16.020 are hereby amended to read as follows.

**4.16.020- Definitions**

**Cargo Containers** Standard reusable vessels that:

**A. Originally, specifically, or formerly were designed for or used in the packing, shipping, movement or transportation of freight, articles, good or commodities; and/or**

**B. Were designed for or capable of being mounted or moved by rail, truck or ship by means of being mounted on a chassis or similar transport device. This definition includes the terms “transport containters” and “portable site storage containers” having a similar appearance to and characteristics of cargo containers.**

**Section 2:** This ordinance shall be in full force and effect five days after it or a summary thereof, is published in the official newspaper of the City of Tekoa as required by law.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2024. By the City Council of the City of Tekoa.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk- Treasurer

Approved as to form:

\_\_\_\_\_  
Eric S. Hanson, Town Attorney

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF TEKOA, Washington adopting Chapter 7.30, "CARGO CONTAINERS" thereby establishing minimum standards for the placement of cargo containers as storage facilities in those zones where they are allowed by conditional use permit.

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEKOA AS FOLLOWS:

**Section 1:** The following chapter is hereby adopted as Tekoa municipal code chapter 7.30 the following:

"Chapter 7.30

CARGO CONTAINERS

**Sections:**

**7.30.010- Purpose.**

**7.30.020- Submittal Requirements.**

**7.30.030- Minimum Conditions.**

**7.30.040- Construction Sites- Exception.**

**7.30.010 - Purpose:** The purpose of this chapter is to establish minimum standards for the placement of cargo containers as storage facilities in those zones where they are allowed by conditional use permit.

**7.30.020 - Submittal Requirements:** The following shall be submitted along with an application for a conditional use permit for container placement:

**A. A site plan to a standard scale, showing:**

- 1. The location and dimensions of the container(s) and the building to which it is appurtenant.**
- 2. The access to the building and the containers.**

**7.30.030 - Minimum Conditions:** Where a conditional use permit has been granted for use of cargo containers as storage facilities, the following minimum conditions shall be met:

- A. The cargo containers shall be used as an appurtenance to the primary use, such primary use being situated in an enclosed adjoining building.**
- B. The cargo containers shall abide by all set back requirements applicable to the zone they are located.**

**C. The cargo containers shall not be stacked on top of each other and must be kept in good repair.**

**D. The recipient of the conditional use permit is the only party allowed to use the container(s)**

**E. A container placement permit is required for cargo containers greater than 120 square feet. The permit shall be obtained from the City Hall prior to the arrival of the container on the site. The fee for the container placement permit shall be as specified in the City's fee schedule.**

**F. Cargo containers may not be used for human or animal shelter.**

**G. Cargo containers not screened or visible to the public shall be painted or adapted to blend in with the surrounding neighborhood.**

**7.30.040- Construction Sites- Exemption: This Chapter shall not apply to storage containers on construction sites used only for the purposes of temporarily storing materials and tools for a construction project, provided, such construction project does not exceed 6 months. At the end of 6 Months the property owner must either comply with the provisions of the Tekoa Municipal Code regulating storage containers or the storage container be removed. If the construction project takes longer than 6 months, the property owner may request an extension from the City Council and the City Council may grant an extension up to an additional 6 months.**

**Section 2: This ordinance shall be in full force and effect five days after it or a summary thereof, is published in the official newspaper of the City of Tekoa as required by law.**

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2024. By the City Council of the City of Tekoa.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk- Treasurer

Approved as to form:

\_\_\_\_\_  
Eric S. Hanson, Town Attorney

Suggest Revisions to City of Tekoa Ordinance 2.20.190

Meter – Maintenance and Repair

The department shall maintain and repair all service meters and shall replace meters periodically, when necessary, if rendered unserviceable by ordinary use.

*When it has been established through written records and photo documentation that the replacement or repairs to any meter are made necessary by the willful act, neglect or carelessness of the owner or occupant of the premises served, all expenses of such replacement shall be borne by the owner of the premise. The City will pursue compensation in a timely manner not to exceed six months from discovery of the damage, except in extenuating circumstances.*

**Italics indicate changes and/or additions.**





October 3, 2024

City of Tekoa  
Roy Schulz, Mayor  
PO Box 927  
Tekoa, WA 99033-0927

**RE: WILLARD FIELD – RUNWAY REHABILITATION**

Dear Mayor Schulz:

On June 10, 2024, the City of Tekoa held a bid opening and received three (3) bids for the Willard Field Airport Runway Rehabilitation project. Upon review of all documentation received, J-U-B ENGINEERS has determined that Selland Construction, Inc. of Wenatchee, WA, to be the lowest responsive and responsible bidder.

A price analysis comparing the bid items against the Engineer’s Estimate indicates that the costs are reasonable. The bid tabulation is attached; the totals of the Engineer’s Estimate and the three (3) bids are as follows:

Engineer’s Estimate	Selland Construction, Inc.	Granite Construction Company	J.M. Pacific Construction, Inc.
\$598,466.27	\$644,821.19	\$719,261.40	\$759,446.06

It is our recommendation to award the project to Selland Construction, Inc., in the amount of Six Hundred Forty-Four Thousand Eight Hundred Twenty-One Dollars and Nineteen Cents (\$644,821.19). With your concurrence, we will provide appropriate documentation to the funding agency, WSDOT Aviation and prepare the necessary award documents.

Sincerely,

*Timothy D. Ike*  
Timothy D. Ike, P.E., Project Manager  
J-U-B ENGINEERS, Inc.

C: Eric Johnson, WSDOT Aviation  
Enc: Bid Tabulation

**CITY OF TEKOA  
WILLARD FIELD  
AIRPORT RUNWAY REHABILITATION**

**NOTICE OF AWARD**

To: Selland Construction, Inc. Dated: October 8, 2024  
PO Box 119  
Wenatchee WA 98807

**PROJECT DESCRIPTION: WILLARD FIELD AIRPORT RUNWAY REHABILITATION**

The OWNER has considered the Bid submitted by you for the above-described Work in response to its Advertisement for Bids and Information to Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of Six Hundred Forty-Four Thousand Eight Hundred Twenty-One Dollars and Nineteen Cents (\$644,821.19)

You are required to fully execute the Contract and furnish the required CONTRACTOR'S Performance and Payment Bond, and certificates of insurance within ten (10) calendar days from the date of this Notice to you, that is by October 18, 2024.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by Law.

You are required to return the attached ACCEPTANCE OF NOTICE OF AWARD to the OWNER.

Dated this 8th day of October, 2024.

**CITY OF TEKOA**

By: \_\_\_\_\_  
Signature  
Roy Schulz, Mayor  
Name and Title

**ACCEPTANCE OF NOTICE OF AWARD**

Receipt of the above NOTICE TO AWRSD is hereby acknowledged  
by \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**CONTRACTOR**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name and Title

City of Tekoa - Willard Field Airport Runway Rehabilitation  
 Bid Opening - June 10th, 2024 @ 2:00 PM

ITEM NO.	ITEM DESCRIPTION	BIDDER NAME: ADDRESS:		Engineer's Estimate		TOTAL PRICE	J.M. Pacific Construction Inc. 303 W. Northshore Drive Mosier, LaMoine, WA 509-760-3081
		EST. QUAN.	UNIT	UNIT PRICE	ESTIMATE		
<b>BASE BID SCHEDULE:</b>							
1	MINOR CHANGE	1	EST	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	Roadway Surveying	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$25,000.00
3	SPCC Plan	1	LS	\$1,250.00	\$1,250.00	\$1,250.00	\$1,000.00
4	Mobilization	1	LS	\$75,124.00	\$75,124.00	\$75,124.00	\$55,000.00
5	Sawcutting Flexible Pavement	100	LF	\$9.00	\$900.00	\$900.00	\$1,000.00
6	Roadway Excavation Incl. Haul	400	CY	\$50.00	\$20,000.00	\$20,000.00	\$40,000.00
7	Crushed Surfacing Top Course	305	Ton	\$65.00	\$19,825.00	\$19,825.00	\$25,925.00
8	Pulverize Existing Pavement	10,185	SY	\$6.50	\$66,202.50	\$66,202.50	\$25,462.50
9	Grading and Shaping Roadway	10,185	SY	\$3.50	\$35,647.50	\$35,647.50	\$2,500.00
10	HMA Cl. 1/2" PG 64H-28	2,550	Ton	\$105.00	\$267,750.00	\$267,750.00	\$152,775.00
11	Seeding and Fertilizing	1.20	AC	\$11,000.00	\$13,200.00	\$13,200.00	\$3,600.00
12	Pavement Markings	1	LS	\$35,000.00	\$35,000.00	\$35,000.00	\$19,830.00
	Subtotal			\$554,649.00	\$554,649.00	\$554,649.00	\$703,842.50
	Sales Tax (7.9%)			\$43,817.27	\$43,817.27	\$43,817.27	\$55,603.56
	Total Base Bid Schedule			\$598,466.27	\$598,466.27	\$598,466.27	\$759,446.06
	Proposal Signed			N/A	N/A	N/A	✓
	Bid Bond/Certified Check			N/A	N/A	N/A	✓
	Addendum 1 Signed			✓	✓	✓	✓
	Non-Collusion Declaration			✓	✓	✓	✓
	Anti-Discrimination Affidavit signed			✓	✓	✓	✓
	Contractor Certification Wage Law Compliance			✓	✓	✓	✓

Bid Item 7 was corrected according to unit price  
 \$25,462.50 (old) -> \$25,925.00 (corrected)  
 Total base bid schedule & sales tax no correction needed



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

J-U-B Project No.: 45-23-038  
J-U-B Project Manager: TDI

This Agreement entered into and effective this 8th day of October 2024, between City of Tekoa, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

### WITNESSETH:

WHEREAS the CLIENT intends to: Rehabilitate Runway 4/22 (mill, grade, compact, place HMA, shoulder grading) hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

### CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

### PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

#### For the CLIENT:

1.	Name	<u>Roy Schulz, Mayor</u>	Work telephone	<u>509-284-3861</u>
	Address	<u>PO Box 927</u>	Home/cell phone	<u></u>
		<u>419 Washington St</u>	FAX telephone	<u></u>
		<u>Tekoa, WA 99003</u>	E-mail address	<u>tekoamayor@gmail.com</u>

#### For J-U-B:

1.	Name	<u>Tim Ike, P.E.</u>	Work telephone	<u>509-458-3727</u>
	Address	<u>999 W. Riverside</u>	Cell phone	<u>509-280-8784</u>
		<u>Ste 700</u>	FAX telephone	<u></u>
		<u>Spokane, WA 99201-1005</u>	E-mail address	<u>tike@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

**SERVICES TO BE PERFORMED BY J-U-B ("Services")**

J-U-B will perform the Services described in **Attachment 1** 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.

**SCHEDULE OF SERVICES TO BE PERFORMED**

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** 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 requested by the CLIENT or for delays or other causes beyond J-U-B's control.

**BASIS OF FEE**

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1**. A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: Willard Field/Pavement Rehabilitation Runway 4/22

Remarks: \_\_\_\_\_

**The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

**CLIENT:**  
**City of Tekoa**

---

NAME  
**PO Box 927**

---

STREET  
**Tekoa, WA 99003**

---

CITY / STATE / ZIP CODE

---

BY (Signature)  
**Roy Schulz, Mayor**

---

NAME / TITLE

---

BY (Signature)

---

ADDITIONAL NAME / TITLE

**J-U-B ENGINEERS, Inc.:**  
**999 W. Riverside Ave., Ste 700**

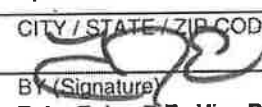
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STREET  
**Spokane, WA 99201-1005**

---

CITY / STATE / ZIP CODE

---

BY (Signature)  


---

**Toby Epler, P.E., Vice President/Aviation Services Group**

---

NAME / TITLE

*Applicable Attachments or Exhibits to this Agreement are indicated as marked.*

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

**Attachment 2** – Special Provisions

**Standard Exhibit A** – Construction Phase Services

REV: 4/23

**DISTRIBUTION: Accounting; Project File; CLIENT**

# J-U-B ENGINEERS, Inc. TERMS AND CONDITIONS

## GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

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.

## REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

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.

## CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s)

furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

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

If **Standard Exhibit A** – Construction Phase Services is attached, the additional terms contained therein apply to this Agreement.

## OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

## TIMES OF PAYMENTS

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.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

## TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by

the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

#### **RISK ALLOCATION**

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

#### **HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS**

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

#### **RIGHT OF ENTRY**

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

#### **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.

#### **LIMITATION PERIODS**

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

#### **LEGAL FEES**

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

#### **SURVIVAL**

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

#### **EXTENT OF AGREEMENT**

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

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. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

#### **SUCCESSORS AND ASSIGNS**

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

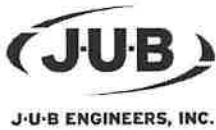
No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

#### **CONTROLLING LAW, JURISDICTION, AND VENUE**

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

#### **CYBER INSURANCE**

CLIENT shall maintain and submit proof of Cyber-Liability insurance coverage with limits no less than \$2M to cover claims, damages, or costs resulting from or related to a cybersecurity incident involving CLIENT's systems that affects J-U-B including, but not limited to, costs incurred by J-U-B resulting from said incident. Whether or not covered by CLIENT's insurance, CLIENT shall indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs related to any cybersecurity incident.



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

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

**PROJECT NAME:** Willard Field Pavement Rehabilitation Runway 4/22 – Construction Management Services

**CLIENT:** City of Tekoa

**J-U-B PROJECT NUMBER:** 45-24-038

**CLIENT PROJECT NUMBER:** NA

**ATTACHMENT TO:**

**AGREEMENT DATED** October 8, 2024; **DATE;** or

**AUTHORIZATION FOR CONTRACT AMENDMENT #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**

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

J-U-B has provided design and bidding phase services for the pavement rehabilitation of Willard Field Runway 4/22. Under the proposed scope J-U-B will provide construction management services to administer the contract documents, observe and record contractor activities as outlined by the attached Exhibit A, and contract with a subconsultant to provide material testing.

**PART 2 - SCOPE OF SERVICES 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.

**A. Task 010: Project Management**

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Regularly monitor project status, budget and schedule.
3. Provide a monthly invoice including budget status.
4. Provide ongoing document handling and filing.

**B. Task 020: Construction Management**

1. Conduct construction management in accordance with the attached Exhibit A.

**C. Task 030: Material Testing**

1. Subcontract with a subconsultant to provide material and compaction testing.
- 2.

**PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES**

**A. CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:

1. NA



B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:

1. NA

**PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES**

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Time and Materials fees:
  - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
  - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. **Period of Services**

1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
010	Project Management	Time and Materials (Estimated Amount Shown)	\$3,200	Concurrent with work progress
020	Construction Management	Time and Materials (Estimated Amount Shown)	\$71,800	Concurrent with work progress
030	Material Testing	Time and Materials (Estimated Amount Shown)	\$9,900	Concurrent with work progress
<b>Total:</b>			<b>\$84,900</b>	

E. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at [edocs.jub.com](http://edocs.jub.com)

**Exhibit(s):**

- Exhibit 1-A: [proposal M24537 from Budinger & Associates dated 5/31/24.]
  - Standard Exhibit A: Construction Phase Services
- 

*For internal J-U-B use only:*

PROJECT LOCATION (STATE): WA

TYPE OF WORK: State

R&D: No

GROUP: Airport

PROJECT DESCRIPTION(S):

1. Construction Inspection/Observation (T02)
2. Construction Management (C15)

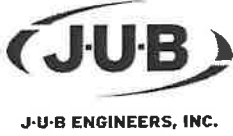
**EXHIBIT 1-B: WORK BREAKDOWN STRUCTURE**  
**BASIS OF FEE ESTIMATE**



JUB ENGINEERS, INC.  
 45-23-038

Project Title, Client: Willard Field/Pavement Rehabilitation Runway 4/22 Construction Phase, City of Tekoa  
 Project Number: 45-23-038  
 Prepared By: TDI

Task Number	Subtask Number	Task/Subtask Name / Activity Description	Project Engineer - Senior	Project Designer - Lead	Construction Observer - Senior	Administrative Assistant - Senior	Project Accountant - Senior	Project Manager	U.B. Expenses	Subcontractor Expenses	Total Compensation
010		<b>Project Management</b>									
	001	Admin	1	0	0	5	6	8	\$200	\$0	\$3,200
		Set up project in Vision	1	0	0	5	6	8	\$200	\$0	\$3,200
		Monthly Invoicing	1				1		\$0	\$0	\$100
		Ongoing document handling and filing				5	5		\$100	\$0	\$500
		Client Management						8	\$100	\$0	\$1,700
020		<b>Construction Management</b>	122	22	227	13	3	0	\$1,600	\$0	\$71,800
020	001	<b>Construction Management</b>	122	22	227	13	3	0	\$1,600	\$0	\$71,800
		Preconstruction Meeting (4hr agenda and mins, 2 hr drive, 2 hr mtg)	10	4	4				\$100	\$0	\$3,700
		Inspection (FTE for 20 working days, 2 hours daily travel)			200				\$1,200	\$0	\$34,200
		Submittals (3 @ 2 hrs each)	8	8					\$0	\$0	\$3,100
		RFI (2 @ 2 hrs each)	4	4					\$0	\$0	\$1,500
		Construction Management (16 hrs/wk for 3 weeks)	48						\$0	\$0	\$10,900
		Weekly Construction Meetings (3 mtgs for 3.5 hr w/ travel)	24						\$200	\$0	\$5,700
		Weekly Statement of Working Days (3 @ 2hr/ea)	6						\$0	\$0	\$1,400
		Certified Payrolls (4hr/wk for 3 wk)				12			\$0	\$0	\$1,000
		Walk Through & Punchlist (2 trips @ 4hr ea)	12		8				\$200	\$0	\$4,300
		Close Financial Billing and Accounting Records	4	4	4		2		\$0	\$0	\$200
		Closeout Documents	6	2	11	1	1		\$0	\$0	\$2,200
		5% Contingency							\$0	\$0	\$3,700
040		<b>Material Testing</b>	0	0	0	0	0	0	\$0	\$9,900	\$9,900
040	001	<b>Material Testing</b>	0	0	0	0	0	0	\$0	\$9,900	\$9,900
		Building & Associates							\$0	\$9,900	\$9,900
990		<b>Direct Cost Task for Cost Plus Fixed Fee Projects</b>	0	0	0	0	0	0	\$0	\$0	\$0
		Mileage							\$0	\$0	\$0
		Survey Equipment							\$0	\$0	\$0
		Subsurface Utility Engineering (subconsultant)							\$0	\$0	\$0
		Geotechnical Engineering (subconsultant)							\$0	\$0	\$0
		Contingency							\$0	\$0	\$0
		<b>Total Hours</b>	123	22	227	18	9	8			407
		<b>Total Costs</b>	\$28,000	\$3,500	\$37,500	\$1,500	\$1,100	\$1,600	\$1,800	\$9,900	\$84,900



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

**Standard Exhibit A – Construction Phase Services**

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

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

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

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

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

**CONSTRUCTION PHASE SERVICES**

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

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

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

*Construction Phase*

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

- Yes    1.    *General Administration of the Contract Documents.* Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit B creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
- No
  
- Yes    2.    *Pre-Construction Conference.* Participate in a pre-construction conference.
- No

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

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

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

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

Post-Construction Phase

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

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

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

## CONSTRUCTION PHASE ADDITIONAL SERVICES

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

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

## RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor. .

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

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

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.



3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
  - a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.
  - c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the *Contract Documents are needed.*
7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
9. *Review of Work and Rejection of Defective Work.*
  - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
  - b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Startups.*
  - a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
  - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.
  - c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.
  - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

Nothing in this Agreement will be construed to require RPR to conduct inspections

11. *Records.*
  - a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
  - b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

- c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing documentation of the Work.
- e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.

12. *Reports.*

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

13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.

15. *Completion.*

- a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

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

## CLIENT'S RESPONSIBILITIES

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

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

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

## INDEMNIFICATION

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

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

## MRSC ROSTERS SAMPLE RESOLUTION

### Resolution No. 24-05

*(This sample resolution is for the use of all three rosters hosted by MRSC Rosters: the small works roster, vendor roster, and consultant roster. MRSC Rosters also has a sample resolution on its website for using just the small works roster.)*

A RESOLUTION OF CITY OF TEKOA, WASHINGTON, ON THE SUBJECTS OF ESTABLISHING A SMALL PUBLIC WORKS ROSTER AND THE AUTHORITY TO USE THE ROSTER PROCESS TO AWARD SMALL PUBLIC WORKS CONTRACTS, A CONSULTANT SERVICES ROSTER FOR GENERAL CONSULTING AND OTHER PROFESSIONAL SERVICES, AND A VENDOR ROSTER FOR GOODS AND SERVICES.

WHEREAS, RCW 39.04.151-154 and other laws regarding contracting for public works by authorized local governments, allow certain contracts to be awarded by a small works roster process; and

WHEREAS to be able to implement a small works roster and process, the CITY OF TEKOA is required to adopt a resolution, establish reporting procedures that are publicly available, and commit to providing the most practicable opportunities for small businesses when using Direct Contracting; and

WHEREAS to be able to use Direct Contracting on occasion, the CITY OF TEKOA is required to develop a Business Utilization Plan; and

WHEREAS, chapter 39.80 RCW and other laws regarding contracting for consulting services by municipalities allow certain contracts to be awarded by a consultant roster process; and

WHEREAS, RCW 39.04.190, regarding purchase of materials, supplies, or equipment not connected to a public works project, allows certain purchasing contracts to be awarded using a vendor list.

NOW, THEREFORE, THE [CITY OF TEKOA], WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

**Section 1.** Resolution No. 11-08 is hereby repealed and replaced with this Resolution.

**Section 2. MRSC Rosters.** CITY OF TEKOA hereby elects to use the statewide small works roster established under RCW 39.04.151(2) and administered by the Municipal Research Services Center of Washington (MRSC).

**Section 3. Small Works Roster.** CITY OF TEKOA adopts the following to use in the management and awards of small public works projects as allowed under RCW 39.04.152. The CITY OF TEKOA will maintain separate procedures and contracting templates for small works roster contracts.

- A. Small Works, as defined by RCW 39.04.152 are public works projects estimated to cost \$350,000 or less, excluding sales tax, for the construction, renovation, remodeling, repair, or improvement of real property.
- B. A Small Works Roster is a pre-established list of properly licensed contractors, registered to do business with CITY OF TEKOA under selected project types and (work) categories.
- C. The Small Works Roster process is an alternative to publicly advertising public work projects.
- D. Every small works contract is subject to the same public works bidding, award, and compliance requirements of chapter 39.04 RCW unless specifically included in RCW 39.04.151-154, this resolution, or the incorporated policies or procedures.
- E. Small Work Roster contract procurements will be bid electronically through the CITY OF TEKOA's procurement processes using the MRSC portal, electronic bidding, etc., except as may be used in small works roster direct contracting process. (RCW 39.04.152(4))
- F. Only those contractors registered with MRSC Rosters will be invited to bid on small works roster projects.
- G. **Invitations for bid** or direct contracting negotiations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.
- H. Small Works contracts will be awarded to a responsible contractor (RCW 39.04.350) submitting the lowest responsive bid, unless using direct contracting where a contract will be awarded to a responsible contractor submitting a competitive bid or negotiated bid.
- I. Small Works bidding and award information will be entered by CITY OF TEKOA into the statewide small works roster platform immediately upon conclusion of each small works roster award.
- J. Small Works bidding and award data will be part of the CITY OF TEKOA's procurement files and records and all documents will be available for review with the CITY OF TEKOA's clerk/treasurer.
- K. **Annual Notification and Invitation.** At least once a year, MRSC shall, on behalf of the CITY OF TEKOA publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the small works roster and invite contractors to register on the statewide small works roster. Additionally, as

required by RCW 39.04.151(1)(c), MRSC will notify the Office of Minority and Women's Business Enterprise (OMWBE) directory of certified firms and invite small businesses to apply to the roster.

- L. MRSC shall add responsible contractors to the small works roster at any time that a contractor completes the online application provided by MRSC and meets minimum State requirements for roster listing.

M. **Direct Contracting.**

The CITY OF TEKOA intends to use the direct contracting option (RCW 39.04.152(4)) whenever practicable for Small Works projects estimated to cost \$150,000 or less, excluding sales tax. The CITY OF TEKOA has developed additional policies and procedures to ensure the CITY OF TEKOA uses Direct Contracting with the spirit and

1. Direct Contracting Procedures (including rotation and negotiation options)

2. Business Utilization Plan

The CITY OF TEKOA delegates authority to oversee and manage the use and outcomes of the small works roster to the clerk/treasurer. As the delegated authority, the Small Works Roster Program Manager will be responsible for ensuring all necessary policies, procedures, templates, contracts or similar are developed and used in accordance with the applicable statutes and guidance provided by MRSC.

Further, the Small Works Roster Program Manager will be responsible for establishing and implementing the CITY OF TEKOA's Business Utilization Plan and reporting annually on the utilization and improvements needed to the policy or contracting processes to meet or exceed the established goals for small business utilization through the Direct Contracting opportunities.

The Small Works Roster Program Manager will also be responsible for data collection, reporting, and similar on all activities, uses, and awards for small works and will ensure all information is provided to MRSC, the state, or the public as required or requested.

**Section 4. Consultant Services Roster.** CITY OF TEKOA adopts the use of the MRSC Rosters Consultant Roster (vendor list) to be used for the procurement and award of consultant services.

- A. **Consultant Services.** Consultant services can be "personal services" such as technical expertise, studies, project management, planning, or similar, or "architecture and engineering services" or "professional services" services as defined by chapter 39.80 RCW. For all services, CITY OF TEKOA reserves the right to procure using methods other than formal sealed bidding (low bid) as afforded under RCW 39.04.190.

- B. **Soliciting to join the Consultant Roster.** MRSC Rosters, as provided as part of their membership service, will publish twice a year, in a newspaper of general circulation within the CITY OF TEKOA's county, a notice of the existence of the Consultant Roster and solicit consultants to join on our behalf. (RCW 39.04.190(2))
- C. **Procuring Consultants.** The CITY OF TEKOA adopts the following as policies, procedures or similar when contracting for consultant services:
1. **Personal Services.**
    - a. Personal consultants, firms and individuals that provide subject matter expertise, or services more intellectual in nature such as studies, accounting, legal, project management, or similar shall be procured using a Request for Proposal (RFP). Selection should be based on the best value provided to the CITY OF TEKOA and include scoring on experience and expertise in the field or industry needed, a proposed approach to completing services, capabilities of the businesses staff, time, and cost to complete the work.
  2. **Professional Services.**
    - a. Professional architecture and engineering services shall be procured under the requirements of chapter 39.80 RCW, using the MRSC Consultant Roster. Procuring professionals will be through a Request for Qualification (RFQ) and/or Request for Proposals (RFP) with Qualifications. Price and/or the cost of the professional services will be 10% or less of the overall score. Selection criteria should clearly define the scope of services and the details on how the CITY OF TEKOA will determine the most qualified professional (or firm), which will be different depending on the CITY OF TEKOA need. Further, selection criteria shall include a plan, as appropriate, to include minority and women-owned firms, small business, and veteran-owned firms to the maximum extent practicable.
  3. **Electronic Submissions.** As required by RCW 39.04.190(2), the CITY OF TEKOA established the following procedure for securing written proposals or submittals for consultant services.
    - a. Unless otherwise adopted, through establishment of an e-procurement tool, the CITY OF TEKOA will use email communications to request and receive submissions.
    - b. An RFQ or RFP shall be developed that will include at a minimum a description of the services needed, the time of performance, the scoring criteria with descriptions and relative weighting, the schedule with due dates, and any other relevant information. Attached to each RFQ or RFP shall be the intended contract to be signed.

- c. A selection committee will be formed with at least 3 staff members and/or members of the Tekoa City Council, to review and score the submissions. The selection committee will sign statements attesting they have no conflicts of interest in the matter and all proceedings will be confidential until Award.
- d. A list of business will be pulled from the MRSC Rosters consultant roster under the category of need, and an email request will be sent only to the businesses on the roster list of businesses.
- e. Once submittals are received, the selection committee will review, score, and recommend award to the consultant scored the highest.
- f. **Records.** The original request, responses, scoring, and award documentation will be kept in the CITY OF TEKOA's records and will be available upon request.

4. **Award of Consultant Contracts.**

There may be two methods for awarding consultant services contracts.

- a. The Tekoa City Council reviews and scores all proposal(s) or statements of qualifications received, negotiates or similar and then awards the contract; or
- b. If the City of Tekoa delegates the authority to award contracts to an applicable engineering firm for consulting services costing less than or equal to \$\_\_\_\_\_, the applicable engineering firm shall have the authority to award contracts for consulting services without [governing body] approval, provided that the Tekoa City Council shall ratify the applicable engineering firm's signature and delegation of authority through the CITY OF TEKOA's standard process for such matters. For consulting services anticipated with an anticipated value more than \$\_\_\_\_\_, the Tekoa City Council shall review, score, and award all contracts for consulting services.

- D. **Posting of Awards.** In accordance with RCW 39.04.200, all consultant/services contract awards will be posted to the CITY OF TEKOA's website at least every other month.

**Section 5. Vendor Roster.** THE CITY OF TEKOA adopts the use of the MRSC Rosters Vendor Roster (vendor list) to be used for the procurement and award of materials, supplies, equipment or similar. The following vendor list roster procedures are established for use by the CITY OF TEKOA pursuant to RCW 39.04.190 and CITY OF TEKOA STATUTE:



- A. **Purchase of materials, supplies, or equipment not connected to a public works project.** The CITY OF TEKOA is not required to use formal sealed bidding procedures to purchase materials, supplies, or equipment not connected to a public works project where the cost will not exceed the statutory threshold of the CITY OF TEKOA as provided in RCW 35.23.352. The CITY OF TEKOA will attempt to obtain the lowest practical price for such goods and services.
- B. **Publication.** At least twice per year, MRSC shall, on behalf of the CITY OF TEKOA, publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the vendor list roster and solicit the names of vendors for the vendor list roster. MRSC shall add vendors licensed to do business in the State of Washington to the Vendor Roster at any time when a vendor completes the online application and meets and minimum requirements.
- C. **Electronic Quotations.** The CITY OF TEKOA shall use the following process to obtain written quotations from vendors for the purchase of materials, supplies, or equipment not connected to a public works project:
1. A written Invitation (to Bid or Quote) with description shall be drafted for the specific materials, supplies, or equipment to be purchased, including the number, quantity, quality, and type desired, the proposed delivery date, together with any evaluation criteria and any relevant information of the purchase. The contract intended to be signed by the successful vendor is also to be included in with the invitation.
  2. The Clerk/Treasurer or their designee, shall make a good faith effort to contact at least three (3) of the vendors on the roster to obtain written quotations from the vendors for the required materials, supplies, or equipment.
  3. The Clerk/Treasurer or their designee, shall not share written quotations received from one vendor with other vendors soliciting for the bid to provide the materials, supplies, or equipment.
  4. A written record shall be made by the Clerk/Treasurer or their designee, of each vendor's bid on the material, supplies, or equipment, and of any conditions imposed on the bid by such vendor.
- D. **Determining the Lowest Responsible Bidder.** The CITY OF TEKOA shall purchase the materials, supplies, or equipment from the lowest responsible bidder, provided that whenever there is reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected, and the CITY OF TEKOA may call for new bids.
- E. **Award.** All of the bids or quotations shall be collected by the Clerk/Treasurer or their designee. The Clerk/Treasurer or their designee, shall create a written record of all bids or quotations received, which shall be made available by request after the award of the contract.

1. The Clerk/Treasurer or their designee, shall then present all bids or quotations and their recommendation for award of the contract to the Tekoa City Council. The Tekoa City Council shall consider all bids or quotations received, determine the lowest responsible bidder, and award the contract; or
2. If the Tekoa City Council delegates the authority to award bids to the Clerk/Treasurer of the CITY OF TEKOA for materials, supplies, or equipment costing less than or equal to the statutory threshold of the CITY OF TEKOA as provided in RCW 35.23.352, the Clerk/Treasurer shall have the authority to award public works contracts without Tekoa City Council approval, provided that the Tekoa City Council shall ratify the Clerk/Treasurer's approval at the next scheduled Tekoa City Council meeting by means of the consent agenda. For materials, supplies or equipment costing more than the statutory threshold of the CITY OF TEKOA as provided in RCW 35.23.352, the Tekoa City Council shall award all vendor contracts.

F. **Posting of Awards.** In accordance with RCW 39.04.200, all vendor contract awards will be posted to the CITY OF TEKOA's website at least every other month. The posting will include the vendor awarded the contract, the amount of the contract, a brief description of the items purchased, and the date it was awarded.

PASSED this \_\_\_ day of \_\_\_\_\_, 20\_\_ and signed in authentication of its passage this \_\_\_ day of \_\_\_\_\_, 20\_\_.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
ATTORNEY | LEGAL COUNSEL

**Salary Committee 2025 Proposed  
Wage and Benefit Options**

(1) A \$125/month stipend increase for all for 2025 = **\$30,000/yr** +current wages =  
**\$254,057.60** Overall a 2.4% increase (*Committee Preferred Option*)

(2) A \$100/month stipend increase for all for 2025 = **\$28,800/yr** +current wages =  
**\$252,857.60** Overall 1.85% increase

Current stipend per employee is \$500/month for full time employees.  
Current total wage + benefits = **\$248,057.60**.

Part time employee – Kevin chose to work with no benefits for 1000 hours @ \$33.09/hr.  
He used just over half of those hours in 2024.  
He is planning on returning in 2025 at the same hours and wage rate.

**NOTE:** Annual hourly wages are based on 2080 hours/year. (52 weeks x 40 hours)