



J-U-B ENGINEERS, Inc.
TASK ORDER NO. 2023-02
SUPPLEMENTAL ENGINEERING AGREEMENT FOR PROFESSIONAL SERVICES

Scope of Services, Basis of Fee, and Schedule

THIS SUPPLEMENTAL ENGINEERING AGREEMENT is made as of the 24th day of February 2023, by and between City of Yakima, 129 N. Second Street, Yakima, WA 98901, hereinafter referred to as the CLIENT, and J-U-B ENGINEERS, Inc., 999 W. Riverside. Suite 700, Spokane, WA 99201, hereinafter referred to as J-U-B. These services are a task order supplement to J-U-B's existing Agreement for Professional Services for this project made on the ____ day of _____ 2023, by and between the CLIENT and J-U-B. All other TERMS AND CONDITIONS of said agreement remain in full force and effect.

PROJECT NAME: TAXILANE CHARLIE EXTENSION (CONSTRUCTION)

AIRPORT NAME: YAKIMA AIR TERMINAL – MCALLISTER FIELD

CLIENT: CITY OF YAKIMA

A.I.P. NUMBER: 3-53-0089-052-2022

J-U-B PROJECT NUMBER: 45-23-013

CLIENT PROJECT NUMBER:

ATTACHMENT TO:

- ☒ **AGREEMENT DATED:** _____; or
☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:**

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

PART 1 - PROJECT UNDERSTANDING

FAA AIP 3-53-0089-052-2022 includes the Construction Administration and Project Closeout Engineering Services for the following Items:

- Taxilane Charlie Extension to the west.
- Construct a new 35' wide Taxilane and two (2) 25' wide Taxilanes stubs to enable expanded future hangar development at the airport.
- Grade the Taxilane Safety and Object Free Areas to meet standards.
- Install a new concrete encased electrical duct bank. This task also includes electrical vaults for conductor access.
- Demolition and disposal of existing T Hangars
- Demolish, relocate and install new airport security fence including a new electronic sliding gate.
- Improve drainage in the vicinity of the project area. Work includes grading and installation of catch basin(s) and pipe(s) to collect and route stormwater.

PART 2 - BASIS OF FEE

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

- a. Construction Administration and Project Closeout Engineering Services. The CLIENT shall compensate J-U-B for the Bidding and Construction Phase, on a Cost-Plus-Fixed-Fee basis. The CLIENT shall reimburse J-U-B for the following items:
 - i. **Payroll Cost:** Actual salaries paid J-U-B's employees, without markup, for the time such employees are directly used on work necessary to fulfill the terms of this AGREEMENT. At the request of the CLIENT, a list of names of personnel actually working on this project and their salaries shall be submitted prior to the start of work on the project and shall be updated as needed to reflect any reasonable salary increases, promotions and other payroll adjustments during the course of this work.
 - ii. **Payroll Additives:** Additives representing the employee benefits based on payroll cost shall be computed as a percentage of the payroll cost above. For the purposes of this AGREEMENT, that additive shall be 72.55 percent of the payroll cost based on existing audits, cost data, and other information mutually agreed to by both parties. This factor is subject to adjustment by the parties based on audits occurring during the life of this AGREEMENT. Independently prepared cost data shall be submitted, at the request of the CLIENT, at intervals not less than every 18 months to support the payroll additives for this AGREEMENT.
 - iii. **General and Administrative Overhead Cost:** These overhead costs shall be in accordance with Federal requirements contained in the 41 CFR 1-15. These costs shall be computed at 104.28 percent of the payroll costs above. This percentage may be adjusted by the parties based on audits occurring during the life of this AGREEMENT. Independently prepared cost data shall be submitted, at the request of the CLIENT, at intervals not less than every 18 months to support the General and Administrative Overhead for this AGREEMENT.
 - iv. **Direct Cost and Out-of-Pocket Cost:** These costs shall be directly related to this project and determined in accordance with Federal requirements contained in 41 CFR 1-15.
 - v. **Fixed Fee:** The Fixed Fee for performance completed under this task shall be Twenty Nine Thousand, Thirty-Two Dollars and Twenty-Seven Cents (\$29,032.27). Should there be a change in the scope of work under this AGREEMENT; the fixed fee shall be negotiated with an appropriate adjustment for change in the scope of work. Additional fixed fees, as approved as a portion of Supplemental Engineering Agreements, shall be in addition to the above agreed upon amount. FAA participation in those costs is conditioned on their approval of the increased costs.
 - b. Total estimate for Construction Administration and Project Closeout Engineering Services, including fixed fee, for the work under this AGREEMENT shall not exceed [Two Hundred Ninety Thousand, Five Hundred Ninety Dollars and No Cents (\$293,590.00)]. This maximum amount is subject to adjustment in the event of any approved increases in scope of service as approved by the CLIENT and the FAA and documented by approved Authorization for Additional Services.
2. Total Project Fees. Total fees as outlined above are Two Hundred Ninety Thousand, Five Hundred Ninety Dollars and No Cents (\$293,590.00). See Attachment 1B for a detailed fee breakdown.

PART 3 - 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 001: Project Formulation Phase

1. Assist the CLIENT with Project Scope development and formulation. J-U-B will prepare a Scope of Services narrative and detailed description of all work tasks for CLIENT and FAA review and approval. Discuss review comments and revise accordingly.
2. Prepare a listing of work tasks in a spreadsheet with person-hours, hourly rates, expenses, and costs based on the Scope of Services. This spreadsheet will be used for both J-U-B and the Independent Fee estimate. J-U-B shall prepare a detailed cost proposal on the spreadsheet, based on estimates of work to accomplish the Scope of Services.
3. Provide the CLIENT with a blank person-hour spreadsheet, Scope of Services, and Project Layout Exhibit.
4. Prepare an Agreement for Professional Services for submittal and review by the CLIENT and FAA, including the FAA Professional Service Agreement Checklist. The Agreement shall be comprehensive in description of services and responsibilities of all contract parties.
5. Assist CLIENT with preparation and submittal of a FAA Grant Application for Federal Assistance for the project, including estimated project costs, drawings, and a schedule for FAA submittal prior to beginning of the project.
6. The CIP for the Airport has been updated since the 2023-2025 DBE goal was set. Therefore, the goal and program plan will be revisited.

Provide the following services related to Federal Disadvantaged Business Enterprise requirements (DBE).

- c. Analyze opportunities for Disadvantaged Business Enterprise (DBE) participation during construction and assist CLIENT in reviewing and revising the three-year goal for 2023-2025 for the ACIP projects.
- d. Coordinate a DBE conference call by contacting various Chambers of Commerce asking them to advertise a conference call for anyone interested in the DBE goal setting methodology for this project. Contact specific DBE's in area that could be interested in bidding the project. The conference call would be a 1-hour window, monitored via speakerphone, allowing interested parties to get responses to questions brought up in the methodology used in setting the goal.
- e. Coordinate CLIENT DBE Goal Advertisements for the updated 2023-2025 three-year goal on the CLIENT's website for a minimum of 30 days.
- f. Finalize and submit updated 2023-2025 three-year goal to FAA Civil Rights Connect. Notify FAA ADO in writing once goal has been submitted.
- g. Update Sponsor's DBE Program Plan and submit to FAA Civil Rights Connect for review and approval.
7. Assist CLIENT in the submittal of FAA Sponsor Certifications. These include the "Selection of Consultants", "Project Plans and Specifications", "Drug Free Workplace", "Equipment/Construction Contracts", "Disclosure Regarding Potential Conflicts" and "Construction Project Final Acceptance".
8. Prepare and submit six (6) FAA Quarterly Performance Reports and two (2) Fiscal Year End Financial FAA 271 and 425 forms throughout the project.
9. Attend eight (8) meetings with the Airport Director/Staff and/or City Council during the project in order to keep Airport personnel and management abreast of the progress of the projects. Discussions will include project phasing, budget and schedule updates.
10. Assist CLIENT in preparation and processing of monthly Request for Reimbursement (RFR) by submitting data as described. It is anticipated that the CLIENT will prepare and process eight (8) monthly sets of RFR 'packages' for this project. J-U-B will provide documentation of costs for the CLIENT's use in performing the Request for Reimbursements including consultant invoices and reimbursement spreadsheet.

B. Subtask 002: Construction Phase

1. Prepare and distribute Notice of Award, Construction Agreement and other contract documents. Review Construction Agreement, bonds and insurance documents submitted by Contractor, and assist CLIENT and Contractor in processing documents for the project.
2. Coordinate with FAA and the CLIENT throughout the award process. Submit bid documentation including copies of all executed contract documents as required by the FAA.
3. Provide pre-construction coordination; prepare a detailed Pre-Construction Conference agenda and displays; conduct a Pre-Construction Conference on behalf of the CLIENT and prepare and issue minutes of the Pre-Construction Conference; include FAA items in conference agenda. It is anticipated that J-U-B will conduct this meeting at the Airport.
4. Review the Contractor's Work Schedule and verify that it is consistent with the requirements of the Contract Documents. Coordinate construction activity schedule with CLIENT and Airport operations.
5. Review submitted shop drawings, Contractor Safety and Security Plan, Quality Control Plan and all submittals required by the Contract Documents. Comment and return all submittals to Contractor for their use and/or revisions and resubmittal.
6. Construction staking shall be provided by the contractor as part of the construction contract. J-U-B will provide benchmarks and horizontal control points for the contractor's use. Prior to start of construction, J-U-B survey crew will provide survey check to confirm control still has not been altered prior.
7. Prepare a Construction Management Plan in accordance with FAA guidelines. Incorporate Contractor's Quality Control Plan information into the plan. Submit document to the FAA and CLIENT for review.
8. Organize and conduct weekly construction meetings with CLIENT, Contractor and others as appropriate. The Resident Project Representative will hold these meetings on the construction site.
9. Provide one full-time project representative to monitor and document construction activities as appropriate. It is anticipated that J-U-B will provide a Resident Project Representative for a period of 65 working days at 10 hours per day plus 1 hour a day for drive time. In addition, the Project Manager will visit the site once a week (9 visits) for 4 hours each visit plus 1 hour of drive time to provide construction review.
 - a. Provide cultural monitoring during contractor excavation activities consistent with the CATEX issued by the FAA Seattle ADO. 15 days (8 hours per day) of monitoring are being estimated for this task which will be provided by a subconsultant and managed by J-U-B.
10. Provide office administration support and assistance to the Resident Project Representative with the Project Manager or Project Engineer as field activities may require.
11. J-U-B shall receive and review the Contractor's monthly requests for payment. J-U-B shall determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction.
12. Monitor and coordinate Contractor Quality Control Testing Program pursuant to current FAA specifications for Quality Control and Quality Assurance. It is anticipated that J-U-B will monitor and test for Quality Assurance testing on asphalt placement only, through the use of a subconsultant. Fees for the Geotechnical Testing Firm Subconsultant shall be reflected in the "Subconsultant" line below.
13. The pavement contract on this project is expected to exceed \$500,000; as such a Quality Control (QC)/ Quality Assurance (QA) Workshop shall be conducted by the ENGINEER in accordance with the latest version of AC 150/5370-12.
14. Assist CLIENT with review of Contractor Wage and EEO documentation review. Conduct Wage interviews with Contractor personnel as required.

15. Coordinate with CLIENT and FAA throughout the construction process. Submit required construction documentation, including weekly activity report forms, mix designs, change orders, etc. Coordinate with CLIENT and FAA verbally concerning change orders, as required.
 - a. Coordinate with FAA Tech Ops for tasks such as security fence connections and electrical conduit installations adjacent to existing FAA cables.
16. Prepare Contract Change Order/Supplemental Agreements in accordance with FAA Order 5100.38D-Appendix U. Conduct services associated with evaluation, negotiation, and preparation and processing of Contract Change Orders or Supplemental Agreements. Cost estimate is based on the production of two Change Orders.
17. Conduct final and substantial completion inspections. This project may be constructed in two phases. With the completion of each phase a substantial completion and punch list may be performed. Therefore, two substantial completions and a combined final completion may take place during the project. Produce substantial and final completion inspection certificates and field review and documentation of "punch list" items.
18. Prepare Record drawings of "As Constructed" revisions to Design and Construction Drawings for project improvements as provided by the contractor. Provide CLIENT and FAA with copies of Record Drawings and one electronic copy to be submitted to the FAA as required. Provide CLIENT with one set of prints of Record Drawings.

C. Subtask 003: Project Closeout Phase

1. Prepare the final project report and close-out documents according to FAA requirements and submit to CLIENT and FAA.
2. Prepare an Airport Layout Plan Set (ALP) Revision to document improvements. A draft copy of the revised ALP will be submitted to the FAA and CLIENT for review. Upon review and comment changes, copies will be distributed to the FAA and CLIENT for signatures.
3. Report Disadvantaged Business Enterprise (DBE) project participation to FAA Civil Rights Connect including all calculations and background information for review and approval.
4. Assist and coordinate with independent auditors in locating appropriate documents for performing A-133 annual audit. In addition to finding appropriate project files, answer questions as required.
5. Provide assistance to the CLIENT in assessing, costing, and updating the five-year Capital Improvement Plan for submittal to WSDOT Aviation.

Deliverable:

- Project Closeout Report
- Record Drawings
- Weekly Construction Reports
- FAA and WSDOT Quarterly and Annual Report

PART 4 - ASSUMPTIONS AND EXCEPTIONS

- No SMS plan is required on this project during the design or other portions of the project.
- No AGIS survey is required for this project.

PART 5 - SCHEDULE OF SERVICES

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

June 1, 2023 – March 31, 2024

This Agreement shall be in effect from May 1, 2023 – December 31, 2024. In the event the services described shall not be completed during the term of this Agreement, the Agreement shall be amended.

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

CLIENT: **CITY OF YAKIMA**

J-U-B: **J-U-B ENGINEERS, Inc.**

Name: _____

Name:  Toby Epler, P.E

Title: _____

Title: Aviation Services Group Manager

For internal J-U-B use only:

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: City

R&D: No

GROUP: Airport

PROJECT DESCRIPTION(S):

- A. Airport (A05)
- B. Construction Management (C15)
- C. Construction Inspection/Observation (T02)

ATTACHMENT 1B- Fee Breakdown

PROJECT TITLE:		Yakima Air Terminal - McAllister Field Taxilane Charlie Extension Project AIP 3-53-0089-052-2022											
CLIENT:		City of Yakima, Washington											
JOB NUMBER:		45-23-013											
DATE:		April 4, 2023											
J-U-B Engineers, Inc. Fee Estimate Construction Phase													
									2-Person				
TASK		Principal	Senior Engineer	Project Manager	Design Engineer	Construct Observer	Construct Manager	GIS Analyst	Survey Crew	Admin.	Trips	TOTAL	TASK
NO	PROJECT TASK	\$72.00	\$72.00	\$66.00	\$41.00	\$38.00	\$56.00	\$36.00	\$89.00	\$24.00		HRS	DIRECT COSTS
001. Project Formulation													
1	Project Scope Development & Formulation	2	1	16	2	0	2	0	0	8	1	31	\$1,658.00
2	Prepare Cost Proposal	1	0	4	2	0	0	0	0	2		9	\$466.00
3	Prepare Blank Person-Hour Spreadsheet	0	0	2	0	0	0	0	0	1		3	\$156.00
4	Prepare Professional Service Agreement	1	0	1	0	0	0	0	0	2		4	\$186.00
5	Prepare FAA Grant Application (2)	0	0	2	6	0	0	0	0	16		24	\$762.00
6	Update DBE Plan and Goal	0	0	1	20	0	0	0	0	12		33	\$1,174.00
7	Prepare FAA Sponsor Certifications (2)	0	0	1	4	0	0	0	0	8		13	\$422.00
8	Prepare FAA Quarterly and Annual Reports	0	0	2	10	0	0	0	0	8		20	\$734.00
9	Attend Airport/City Update Meetings	0	0	64	32	0	0	0	0	0	8	96	\$5,536.00
10	Prepare Request for Reimbursements	0	0	4	6	0	0	0	0	12		22	\$798.00
002. Construction Phase													
1	Prepare Construction Award Documents	0	0	0	1	0	0	0	0	4		5	\$137.00
2	Coordinate with FAA & Client on Award	0	0	2	2	0	0	0	0	0		4	\$214.00
3	Conduct Pre-Construction Conference	0	0	8	8	8	0	0	0	1	1	25	\$1,184.00
4	Review & Coordinate Contractor Schedule	0	0	1	2	1	1	0	0	0		5	\$242.00
5	Review Shop Drawings & Submittals	0	3	2	16	0	4	0	0	3		28	\$1,300.00
6	Provide Benchmarks & Horizontal Control Points	0	0	1	2	0	0	0	10	1		14	\$1,062.00
7	Prepare Construction Management Plan	0	0	1	4	2	4	0	0	2		13	\$578.00
8	Conduct Weekly Construction Meetings	0	0	45	45	0	24	0	0	0	9	114	\$6,159.00
9	Provide Construction Observation	0	0	36	0	676	0	0	0	0		712	\$28,064.00
10	Provide Office Admin for Construction Observation	0	4	10	40	0	0	0	0	0		54	\$2,588.00
11	Review Contractor Pay Requests	0	0	2	4	0	4	0	0	6		16	\$664.00
12	Monitor and Coordinate Contractor Quality Control Testing Program	0	0	0	4	0	4	0	0	0		8	\$388.00
13	Conduct QC/QA Workshop	0	0	0	4	0	4	0	0	0	1	8	\$388.00
14	Review Contractor Wage/EEO and Conduct wage interviews	0	0	0	26	10	0	0	0	0		36	\$1,446.00
15	Ongoing CLIENT and FAA coordination, develop weekly reports, Tech Ops coordination	0	0	20	40	0	0	0	0	4		64	\$3,056.00
16	Prepare Change Order/Supplemental Agreements	0	2	2	8	2	2	0	0	4		20	\$888.00
17	Conduct Final and Substantial Completion Inspections	0	0	6	16	30	8	0	0	2	4	62	\$2,688.00
18	Prepare Record Drawings	0	0	2	8	4	2	0	0	2		18	\$772.00

ATTACHMENT 1B- Fee Breakdown

PROJECT TITLE:		Yakima Air Terminal - McAllister Field Taxilane Charlie Extension Project AIP 3-53-0089-052-2022										
CLIENT:		City of Yakima, Washington										
JOB NUMBER:		45-23-013										
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