

CITY ADMINISTRATOR
ROBERT OMANS

CITY CLERK
DEBBIE LEE

FINANCE DIRECTOR
ROBIN NEWCOMB

PUBLIC WORKS DIRECTOR
MATHEW BAILEY

POLICE CHIEF
RICH ALBO

FIRE CHIEF
ED MILLS

PLANNER
COLLEDA MONICK

City Council
Agenda
August 12, 2025
6:00 PM



119 W FIRST STREET
CLE ELUM, WA 98922

MAYOR
MATTHEW LUNDH

MAYOR PRO TEM
STEVEN HARPER

CITY COUNCIL
CASSIDY BUECHLE - CURTIS
BETH WILLIAMS
JERRED WEIS
KEN RATLIFF
STEVEN COOK
AUDREY MALEK

CITY ATTORNEY
CURTIS CHAMBERS

Join Virtually with Zoom: <https://zoom.us/j/7573184018?pwd=dERndjBjVC9GdVQ1d2ISRExwZFhXZz09>
Meeting ID: 757 318 4018 Passcode: 98922

Join by Phone: 1-(253)215-8782, Meeting ID: 757 318 4018, Passcode:98922

TextMyGov

Receive city text alert notifications: text CLEELUM to 91896

DISCLAIMER: The City does not guarantee that virtual or telephonic access to the City Council meeting will be available and the City does not warrant audio quality. Attendees are encouraged to attend in-person.

1. **Call to Order, Pledge of Allegiance, and Roll Call**
 - a. August 12, 2025 Sign-In Sheet
2. **Public Comment – Limited to 5 Minutes**
 - a. Monica Medalen letter to the Council Re: Vape
 - b. Jessica Cranefield - letter Re: smoke shop harmful to youth
 - c. John Belcher Superintendent Cle Elum School - Opposition to smoke shop
3. **Announcements, Appointments, Awards & Recognition**
 - a. Cassidy Buechle-Curtis Certificate of Municipal Leadership
4. **Approval of Meeting Agenda**
5. **Emergency Moratorium - Relating to the sale of vaping products and smoking paraphernalia**
 - a. Ordinance 1703 - Relating to the Sale of Vaping Products and Smoking Paraphernalia - Councilmember Harper
6. **Consent Agenda**

Items listed have been distributed to Council Members in advance for study and will be enacted by one motion. If a separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on a regular Agenda at the request of a Council Member or at the request of a member of the public with concurrence of a Council Member:

 - a. July 22, 2025 Committee of the Whole Meeting Minutes
 - b. July 22, 2025, City Council Meeting Minutes

City Council Agenda

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- c. Payables Dated August 12, 2025 \$686,846.44
 - d. Payroll Vouchers Dated August 5, 2025 \$318,535.75
 - e. Progress Estimate No. 2 Second Street Roundabout - Interwest Construction Inc. \$95,512.47
7. **Department Head Reports**
City Administrator, Planner, Public Works, Police Chief, Fire Chief, Water/Wastewater Manager
- a. City Administrator - Rob Omans
 - b. Planner - Colleda Monick
 - c. Public Works Director - Mathew Bailey
 - d. Police Chief - Rich Albo
 - e. Fire Chief - Ed Mills
 - f. Water/Wastewater Manager - William LaRue
8. **Public Appearances – 15-Minute Limit**
a. Mountain River Trail Update - Jason Brower President MRT Camping Association
9. **Business Requiring Public Hearings**
10. **Unfinished Business**
a. Amendment to Interlocal Agreement Consolidated Lodging Tax Grant Process - Councilmember Cook- b. Updated Cemetery Rules - Mathew Bailey, Public Works Director

11. **New Business**
a. Resolution 2025-016 Cle Elum Official Newspaper - City Administrator - Rob Omans- b. Ordinance 1702 - Amending Section 5.02.010 Update Minimum Business Threshold - Councilmember Harper
- c. Resolution 2025-017 Surplus Police Vehicle/2 iPhones - Rich Albo, Police Chief
- d. Signalized Intersection Safety Imp - W First Street - Hartwig Blvd. Local Agency Consultant Agreement - Public Works Director - Mathew Bailey
- e. First Street & Oakes Avenue Resurfacing Local Agency Consultant Agreement - Public Works Director - Mathew Bailey
- f. Park Street Pedestrian Corridor Feasibility Study Local Agency Consultant Agreement - Public Works Director - Mathew Bailey
- g. Stafford Avenue Sidewalk & SR 903 Speed Camera Local Agency Consultant Agreement - Public Works Director - Mathew Bailey
- h. Professional Service Agreement for the City of Cle Elum - ECONorthwest Fiscal and Economic Consulting Services Bullfrog Flats Urban Growth Area - Mayor Lundh

12. **Report of Committees**
a. Public Safety & Health
Unmarked Police Vehicles - Rich Albo, Police Chief

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13. **Councilmember Comments - Limited to 5 Minutes**
 - a. The Wall That Heals - September 2, 2025, Volunteer Link
<http://www.thewallthathealsellensburg2025.com/>
14. **Mayor's Report**
15. **Adjourn**

Upcoming Meetings:

Lodging Tax & Events Committee Meeting: August 13, 2025 @ 8:30 a.m.

Historical Preservation Commission Meeting: August 19, 2025 @ 3:00 p.m.

Planning Commission Meeting: August 19, 2025 @ 6:00 p.m.

Public Safety & Health Committee Meeting: August 20, 2025 @ 2:00 p.m.

Regular Council Meeting: August 26, 2025 @ 6:00 p.m.

General Government Committee Meeting: August 27, 2025 @ 8:30 a.m.

Coal Mines Trail Commission Meeting: September 1, 2025 @ 4:00 p.m.

Public Works & Community Development Committee Meeting: September 3, 2025 @ 8:30 p.m.

City of Cle Elum Council Meeting

August 12, 2025 @ 6:00 p.m.

If you wish to address the Mayor and Council, please sign in below

Please sign in:

Name	Address	PLEASE PROVIDE EMAIL ADDRESS IF YOU WANT COUNCIL'S RECOMMENDATION MAILED TO YOU
Dawn Bass	706 W 5th A, Cle Elum WA 98922	
Ethan horton	814 Broadway A, South cle elum wa 98922	
HILARY JENSEN	211 EAST 1st St, Cle Elum	HILARYJENSENFARMS.com
Megan Fluegge	110 E. 3rd Street Cle Elum, WA	meg21swift@gmail.com
Holly Robins	213 E. 1st St. Cle Elum, WA	holly.robins@gmail.com
Danielle Bricker	301 E 1st St Cle Elum	danielleb@urbaninteriors.com
Leslie Ditsworth	702 Washington Ave, SCE	leslieditsworthrealestate@gmail.com
Jessica CraneField	380 Richard Road Cle Elum, WA 98922	jessica.craneField@esd105.org
Patricia Wynn		
GAREN Kuiken		
CLAIRE FAUCHER	21 ST ANDREWS DR CLE ELUM	
Ethan Bainter	405 7th ST South Cle Elum	

I'm unable to attend the council meeting tonight.

Monica Medalen
Ronald Ave, Cle Elum

As a parent, community member, and member of the Cle Elum Roslyn School Board who values both the vitality of our small business community and the safety of our local youth, I have concerns about placing a vape and kratom retail shop in our downtown core near our thriving local teen resource.

Downtown is the heart of our town—a place where families gather and teens spend time after activities. A business selling products like vapes and kratom in such a visible and accessible location increases the likelihood of youth exposure, curiosity, and ultimately, potential use. These substances are not harmless. Data supports that vaping carries serious health risks for developing lungs, and kratom is an unregulated substance with potential for misuse.

This is not about opposing entrepreneurship or economic growth. Our downtown thrives when it offers businesses that promote community well-being and appeal to residents and visitors of all ages. A location that directly markets addictive or potentially harmful products near places where young people regularly spend their time does not align with what many in our community envision.

Our community can support small businesses and still draw reasonable boundaries to protect youth health and safety. I urge our council to consider alternative locations for such products—away from our youth gathering places and family-centered areas—so we can keep downtown a safe, welcoming hub for all.

Thanks for your consideration.

Why a Smoke Shop Across from a Teen Center is Harmful to Cle Elum Youth

Presented by: Jessica Cranefield, Prevention Specialist, Cle Elum-Roslyn School District (ESD 105) Coordinator, Cascade Prevention Coalition | Leader of 4 Youth Prevention Clubs

1. Youth Are Already a Target

- Flavored products (including vape flavors) are a known tactic to attract youth; 81% of youth who have used tobacco started with a flavored product (CDC, 2023).
- Tobacco and vape industries spend over \$8 billion annually on marketing in the U.S., much of it designed to appeal to youth.

2. Location Matters

- Retailers near youth spaces increase risk: youth who attend schools within 1,000 feet of a tobacco retailer are 64% more likely to have ever smoked (Campaign for Tobacco-Free Kids, 2022).
- Placing a smoke shop across from a teen center normalizes tobacco and nicotine use and increases exposure to harmful marketing.

3. Early Nicotine Use = Greater Risk

- Nicotine is highly addictive and harms brain development, which continues until about age 25 (U.S. Surgeon General).
- Youth who use nicotine are 3 times more likely to start using marijuana and other substances later in life (National Institute on Drug Abuse).

4. Undermining Prevention Efforts

- The Cle Elum-Roslyn School District and Cascade Prevention Coalition invest significant time and resources in prevention programs, including:
 - School-based prevention clubs
 - Substance use prevention education
 - Community events and campaigns
- A smoke shop in this location directly counters these efforts by increasing visibility and access to paraphernalia.

5. Community & Economic Impact

- Short-term revenue from sales tax is outweighed by long-term public health costs from increased addiction, healthcare needs, and lost productivity.

- Cle Elum's family-friendly, small-town image could be harmed, impacting tourism and community reputation.

6. Paraphernalia Concerns

- Even without selling marijuana, smoke shops often sell pipes, bongs, and vape devices that can be used for illegal or underage substance use.
- Easy access increases temptation and opportunities for misuse among minors.

Bottom Line

Locating a smoke shop across from a teen center puts our youth at greater risk, undermines ongoing prevention efforts, and sends the wrong message about our community's priorities. We have an obligation to protect our young people and create environments that promote health-not increase risk.

References:

1. CDC (2023). Youth and Tobacco Use.
2. Campaign for Tobacco-Free Kids (2022). Tobacco Retail Density and Youth Initiation.
3. U.S. Surgeon General (2016). E-Cigarette Use Among Youth and Young Adults.
4. National Institute on Drug Abuse (2022). Adolescent Substance Use Trends.

Contact:

Jessica Cranefield

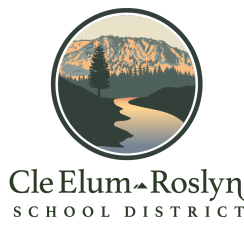
cranefieldj@cersd.org

jessica.cranefield@esd105.org

509-864-1410 Business Phone

509-941-7304 Cell Phone





Subject: Opposition to Licensing a Smoke Shop in Downtown Cle Elum

Dear Mayor Lundh and Members of the City Council,

I am writing to strongly urge the Council to deny the license application for a proposed smoke shop in downtown Cle Elum. Our community already faces high rates of teen nicotine and vape use, a concern we actively address by installing vape detectors in all schools and providing prevention education.

In our small school district of just 1,000 students, we are already compelled to dedicate significant resources to combat youth substance abuse. We employ a Substance Abuse Prevention Specialist, a Community Prevention Specialist, two full-time nurses, and two mental health counselors—positions that exist because the problem is real and persistent. These staff members work tirelessly to be proactive, focusing on prevention, intervention, and support. Allowing a smoke shop downtown would run counter to these efforts, creating greater access for youth and forcing us to react to more crises rather than preventing them.

The well-documented health risks of nicotine use—particularly for developing brains—make this a matter of public health and community safety. I respectfully ask the Council to prioritize the well-being of our youth by reducing access to these products and voting against approval of this license.

Thank you for your leadership and commitment to our community's health.

Sincerely,

John Belcher
Superintendent
Cle Elum-Roslyn School District

ORDINANCE NO. 1703

AN ORDINANCE OF THE CITY OF CLE ELUM, WASHINGTON, RELATING TO THE SALE OF VAPING PRODUCTS AND SMOKING PARAPHERNALIA, ESTABLISHING AN IMMEDIATE EMERGENCY MORATORIUM ON THE SITING, ESTABLISHMENT, AND OPERATION OF ANY NEW STRUCTURES OR USES RELATING TO RETAIL ESTABLISHMENTS SELLING VAPING PRODUCTS, SMOKING PARAPHERNALIA, OR BOTH IN THE DOWNTOWN COMMERCIAL ZONING DISTRICT, TO BE IN EFFECT UNTIL THE CITY OF CLE ELUM ADOPTS UPDATED ZONING REGULATIONS TO CEMC 17.14.030 AND OTHER RELATED SECTIONS ADDRESSING SUCH USES, AND ESTABLISHING AN IMMEDIATE EMERGENCY MORATORIUM ON THE SUBMISSION OF ANY BUSINESS LICENSE APPLICATIONS FOR SUCH USES, SETTING SIX (6) MONTHS AS THE EFFECTIVE PERIOD OF THE MORATORIUM, TO ALLOW THE CITY TO STUDY THE SECONDARY LAND USE IMPACTS OF SUCH USES, ESTABLISHING THE DATE OF THE PUBLIC HEARING ON THE MORATORIUM, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Cle Elum is committed to protecting the public health, safety, and welfare of its residents, particularly youth and vulnerable populations; and

WHEREAS, there has been a noted increase in the proliferation of retail establishments selling vaping products, smoking paraphernalia, or both, in various communities; and

WHEREAS, scientific studies and public health reports have raised concerns about the health risks associated with vaping products, including nicotine addiction, respiratory issues, and potential long-term effects, especially among young people; and

WHEREAS, smoking paraphernalia, such as glass pipes, bongs, and water pipes, can be used for tobacco, cannabis, or other substances, potentially contributing to substance use and related community impacts; and

WHEREAS, some retail establishments may sell both vaping products and smoking paraphernalia without being primarily engaged in one or the other, complicating regulatory oversight; and

WHEREAS, the State of Washington has enacted laws regulating the sale of tobacco and vaping products, including age restrictions and licensing requirements under Chapters 70.155 and 70.345 RCW, but local jurisdictions retain authority to impose additional land use and zoning controls; and

WHEREAS, before issuing certain business licenses, local governments have the right to review applications for compliance with zoning and land use regulations; and

WHEREAS, such retail establishments are often subject to siting limitations near schools, parks, and other sensitive areas to protect youth, similar to restrictions on other regulated retail activities; and

WHEREAS, the City of Cle Elum currently does not have specific zoning regulations addressing the location, operation, or impacts of retail establishments selling vaping products, smoking paraphernalia, or both; and

WHEREAS, the City Council finds it necessary to study the potential secondary land use impacts of these establishments in the Downtown Commercial (DC) zoning district, including effects on public health, neighborhood character, traffic, and compatibility; and

Commented [CC1]: Do we want to say abuse rather than use?

WHEREAS, during this study period, it is prudent to prevent the establishment of new retail establishments selling vaping products, smoking paraphernalia, or both, to avoid vesting of rights that could complicate future regulations; and

WHEREAS, a temporary moratorium will provide the City time to develop appropriate zoning and land use controls for these uses; and

WHEREAS, the City Council finds that such a moratorium is necessary to protect public health, safety, and welfare; and

WHEREAS, pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City may adopt a moratorium without holding a public hearing, provided a public hearing is held within sixty days of adoption; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF CLE ELUM, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Definitions. For the purposes of this Ordinance:

- (a) "Vaping products" means electronic smoking devices, e-cigarettes, vaping devices, e- liquids, nicotine products, or related accessories.
- (b) "Smoking paraphernalia" means glass pipes, bongs, water pipes, or other equipment commonly used for smoking tobacco, cannabis, or other substances.
- (c) "Retail establishment selling vaping products or smoking paraphernalia" means any retail business that sells vaping products, smoking paraphernalia, or both, regardless of whether such sales constitute the primary focus of the business.

Section 2. Moratorium Imposed. A moratorium is hereby imposed prohibiting the siting, establishment, licensing, or operation of any new retail establishments selling vaping products, smoking paraphernalia, or both, in the Downtown Commercial zoning district of the City of Cle Elum. This moratorium does not apply to existing, legally established retail establishments selling such products or paraphernalia in this district as of the effective date of this Ordinance.

Section 3. Prohibition on Applications. No applications for building permits, business licenses, or other approvals related to the establishment or operation of new retail establishments selling vaping products, smoking paraphernalia, or both, shall be accepted during the term of this moratorium.

Section 4. Duration. This moratorium shall be in effect for six (6) months from the effective date of this Ordinance, unless earlier terminated, extended, or modified by the City Council following a public hearing.

Section 5. Public Hearing. A public hearing on this moratorium shall be held within sixty (60) days of its adoption, at a date and time to be set by the City Council.

Commented [CC2]: Fix formatting.

Section 6. Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage, in order to preserve public health, safety, and welfare.

Section 7. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not

affect the validity or constitutionality of the remaining portions of this Ordinance.

Section 8. Effective Date. This Ordinance shall take effect immediately upon passage and publication as required by law.

PASSED by the City Council of the City of Cle Elum, Washington, at a regular meeting thereof this _____ day of _____, 2025.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

**CLE ELUM SPECIAL MEETING
MINUTES**

JULY 22, 2025

5:00 PM

119 W FIRST STREET
CLE ELUM, WA 98922

1. Call to Order, Pledge of Allegiance, and Roll Call

Cassidy Buechle-Curtis - present
Ken Ratliff - present
Beth Williams - present
Steven Harper - present
Jerred Weis - present
Steven Cook - present
Audrey Malek - present via zoom

Matthew Lundh - Mayor
Rob Omans - City Administrator
Debbie Lee - Clerk
Robin Newcomb - Finance Director

2. Unfinished Business

3. New Business

a. Quarter 2 Financial Report - Finance Director, Robin Newcomb

See attached report.

Discussion points:

- Sales tax is trending a bit lower than last year.
- The city is receiving about \$1,500.00 per month from parking.
- One bond has matured, and the city will be reinvesting that bond.
- There are several Department of Natural Resource Grants in process at this time.
- Two audits are currently in progress. One is United Employee Benefit Trust, and the other is the Accountability State Audit for the years 2021-2024.
- Robin informed the Council that they would be invited to the entrance and exit conference. If all the Council wants to attend, the city would need to give notice of a quorum.
- Robin is currently working on the 2026 budget.
- The garnishment from City Heights is being held until the bankruptcy judge makes his decision.
- The 2024 Annual Report is located on the City Website and the State Auditors site.

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- The City received \$300,000.00 in REET revenue. This revenue can only be used for capital projects. Councilmember Harper inquired whether it could be used to pay off Capital Project debt? Robin answered yes, the city can do that.

b. Ordinance 1701 Budget Amendment #1 2025 - Robin Newcomb, Finance Director

The budget amendment that is on the agenda is a housekeeping issue. By law, the city is supposed to update the budget for all expenses and revenues. Blue Fern has been moving pretty quickly with their development and more revenues came in than what was expected to date in July 2025, so that was reflected in the change.

4. Other Committee Comments

5. Adjourn

The meeting was adjourned at 5:26 p.m.

Matthew Lundh, Mayor

Debbie Lee, Clerk

CLE ELUM CITY COUNCIL
MINUTES
JULY 22, 2025
6:00 PM
119 W FIRST STREET
CLE ELUM, WA 98922

1. Call to Order, Pledge of Allegiance, and Roll Call

Cassidy Buechle-Curtis - present
Ken Ratliff - present
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Steven Cook - present
Audrey Malek - present via zoom

Matthew Lundh - Mayor
Rob Omans - City Administrator
Debbie Lee - Clerk
Rich Albo - Police Chief

a. [July 22, 2025, Sign-In Sheet](#)

2. Public Comment – Limited to 5 Minutes

Brian Tate states he has three issues and one is still the right-of-way vacated on Grant Street Alley.

3. Announcements, Appointments, Awards & Recognition

a. [2025 National Night Out Proclamation - Mayor Lundh](#)

Mayor Lundh read aloud and signed the 2025 National Night Out Proclamation.

4. Approval of Meeting Agenda

MOTION: Councilmember Harper made a motion to amend the agenda as presented by tabling 10 B. and 10 C. under New Business until the August 12, 2025, Council Meeting due to the Public Works Director being absent; seconded by Councilmember Cook.

MOTION CARRIED: 7 yes 0 no.

5. Consent Agenda

MOTION: Councilmember Harper made a motion to approve the consent agenda; seconded by Councilmember Weis.

MOTION CARRIED: 7 yes 0 no.

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Councilmember Ratliff stated he has heard nothing but good comments regarding the projects that were approved for payment within the consent agenda.

- a. City Council Meeting Minutes Dated July 8, 2025
- b. Payables Dated July 22, 2025 \$1,150,493.39
- c. Progress Estimate No. 4 Stafford Ave Corridor Improvements Excavation West \$283,880.24
- d. Progress Estimate No. 1 Second Street Roundabout Interwest Construction \$383,913.74
- e. Progress Estimate No. 12 First Street Improvements Phase 3 Active Construction \$40,113.15

6. **Department Head Reports**

a. City Administrator - Rob Omans

See attached report.

Discussion was had about the Regional Water meeting and changing the billing structure for regional users so that the rates will be more equitable. Councilmember Ratliff stated there is a lot to consider.

Councilmember Cook asked if switching to a VOIP phone system at City Hall would save the city money. It is figured that the city could save a considerable amount on the phone bill and there will be greater accessibility, and it's a good 21st century upgrade.

b. Public Works Director - Mathew Bailey

See attached report.

c. Police Chief - Rich Albo

See attached report.

City Council Agenda

July 22, 2025

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7. **Public Appearances – 15-Minute Limit**

a. [Cle Elum Downtown Association - Jordan Peterson](#)

See attached report.

A summer clean-up is scheduled for this Saturday. Everyone is encouraged to meet at Merle Inc from 9:00 a.m. - 12:00 p.m.

Discussion was had about the issue of candy being thrown during the parade and how much of a danger this is. They talked about how to enforce it, and it was reported that 50% of people threw candy. Councilmember Cook reported that the Lodging Tax & Event Committee is looking at the municipal code and will see about addressing the issue.

The Council also discussed the fireworks and the feedback was positive. Jordan said that they are hoping to only use #5 and #6 mortars next year. It worked out well. No major issues this year on the 4th of July.

As the Fire Department's POI Public Information Officer, Jordan wanted to let people know that the Volunteer Fire Department was recruiting. See attached flyer.

[National Nonprofit Day & Community Resource Fair](#)

[Cle Elum Volunteer Fire Department Opportunity](#)

b. [Cle Elum Visitor Center - Shasta](#)

See attached report. (waiting on report from Shasta)

8. **Business Requiring Public Hearings**

9. **Unfinished Business**

10. **New Business**

a. [Ordinance 1701 Budget Amendment #1 2025 - Rob Omans, City Administrator](#)

City Council Agenda

July 22, 2025

119 W FIRST STREET
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MOTION: Councilmember Harper made a motion to approve Ordinance 1701 budget amendment #1; seconded by Councilmember Cook.

MOTION CARRIED: 7 yes 0 no.

b. Updated Cemetery Rules - Mathew Bailey, Public Works Director

Due to the absence of Public Works Director Mathew Bailey, this was moved to the August 12, 2025, Council Meeting.

c. Cemetery Signage - Mathew Bailey, Public Works Director

Due to the absence of Public Works Director Mathew Bailey, this was moved to the August 12, 2025, Council Meeting.

11. Report of Committees

Councilmember Harper reminded everyone that there is a General Government Committee meeting tomorrow morning at 8:30 a.m. and they will be going over Title 6 Animals.

Councilmember Williams informed the Council that she and Chief Albo met with Dan Morbacher regarding AED's for public places. Hotels were discussed since they are open 24 hours; the skate park, city hall and the courthouse as possible locations. They are looking for funding opportunities and will come back to the committee when they have all the information.

Councilmember Buechle-Curtis stated that there would be a study session regarding addressing tomorrow and 2:00 p.m. and then the re-scheduled Public Safety & Health meeting would be at 3:00 p.m.

Councilmember Cook informed the council that the Consolidated Lodging Tax Committee will be meeting tomorrow and will go over the language changes that Cle Elum Council had issues with.

Mayor Lundh attended COG last week and PSE reported that they have new technology for wildfire prevention. The regional fire committee is doing a study to see if there are gaps in fire coverage. The deadline for the .09 sales tax is approaching and Cle Elum submitted two applications for Oakes Ave resurfacing and Railroad Street. The joint advocacy committee is looking for a lobbyist that will lobby for all the cities within Kittitas County.

12. Councilmember Comments - Limited to 5 Minutes

Councilmember Malek has had several people ask if Public Works can trim the bush on the north-east side of the roundabout as it blocks the vision of drivers.

Councilmember Cook was concerned about signage in the middle of the roundabout. Mayor Lundh reported that code enforcement has taken care of this issue.

Councilmember Williams will be attending a class on financial fiscal management. She received a scholarship for this.

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13. Mayor's Report

Councilmembers Buechle-Curtis, Cook and Mayor Lundh will be going to Washington Leadership Institute in Spokane this upcoming weekend. They were all awarded a scholarship for lodging and classes. They will be taking leadership workshops.

Mayor Lundh received a grant from this Institute and the city was awarded 50 flags that the city will be able to display on First Street.

14. Adjourn

Matthew Lundh, Mayor

Debbie Lee, Clerk

CHECK REGISTER

City Of Cle Elum

07/23/2025 To: 08/12/2025

Time: 14:22:19 Date: 08/06/2025

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3162	07/23/2025	Claims	1	EFT	Puget Sound Energy	55.31	June 2025 -- 1009 E Third St - natural gas #8160
3163	07/23/2025	Claims	1	EFT	Puget Sound Energy	3,866.17	June 2025 Gas and Electric-- city hall, library, police, fire, parks, street lights, shop, restrooms, old water plant, chlorinator, cemetery, city hall,
3176	07/23/2025	Claims	1	EFT	WA State Dept of Licensing	54.00	Gun Permits 1128, 1129, 1130
3178	07/23/2025	Claims	1	EFT	Lumen (Level 3)	45.51	City hall long distance
3179	07/23/2025	Claims	1	EFT	Cintas Corporation	255.55	Public works mats, towels, uniforms
3181	07/23/2025	Claims	1	EFT	Century Link	1,727.03	Fire Dept telephone 674-1748; Fire Dept telephone 674-5785; City Hall telephones 674-2262; Public works telephone 674-5126; Water Plant telephone 674-3963; Library telephone 674-2313; Police Dept tele
3182	07/23/2025	Claims	1	EFT	U.S. Cellular	124.10	Water plant M2M line
3183	07/23/2025	Claims	1	EFT	U.S. Cellular	1,726.68	Cell phones -- Administration/fire dept/public works
3184	07/23/2025	Claims	1	EFT	United Health Care Insurance Company	591.75	Leoff 1 Krahenbuhl Supplemental Insurance
3189	07/23/2025	Claims	1	EFT	Bureau of Reclamation Pacific NW	663.00	Kachess Safety of Dams repayment contract #22SD102176
3190	07/23/2025	Claims	1	EFT	WA State Dept of Revenue	24,423.59	June 2025 Excise tax
3204	07/23/2025	Claims	1	EFT	WA State Dept of Revenue	3,718.81	April May June Leasehold
3225	07/23/2025	Claims	1	EFT	Vari	826.65	2 - Varidesk Pro plus 36" electric desks/city hall -- DEBIT CARD
3226	07/23/2025	Claims	1	EFT	Umpqua Bank	54.47	July bank fees
3236	07/24/2025	Claims	1	EFT	Kenyon Disend, PLLC		Adjust June invoices to deduct from retainer for Kenyon Disend
3269	07/28/2025	Claims	1	EFT	Safariland	1,881.17	PoOlice Dept holsters x 9
3270	07/28/2025	Claims	1	EFT	Midway USA	554.45	Police Dept Night Sights for Glocks x 4
3272	07/28/2025	Claims	1	EFT	Cintas Corporation	255.55	Public works mats/towels/uniforms 7/22
3273	07/28/2025	Claims	1	EFT	Methodworks	2,477.36	IT for Fire Dept/battery alarm; Police Dept users disabled; City Hall sign in issues, phishing, plan comm, pisces; Water Plant Aveva, server fixes, Trend error
3274	07/28/2025	Claims	1	EFT	Uline	1,547.12	Public works bath tissue, lysol cleaner, garbage bags
3275	07/28/2025	Claims	1	EFT	Amazon	134.71	City Hall weed preventer, gel pens, garbage bags x 3 #1
3276	07/28/2025	Claims	1	EFT	Amazon	35.61	City Hall weed preventer, gel pens, garbage bags x 3 #2
3295	07/28/2025	Claims	1	EFT	T-Mobile	94.05	Back up internet for city
3302	07/29/2025	Claims	1	EFT	Firstnet Wireless	560.56	Police Dept aircards
3303	07/29/2025	Claims	1	EFT	Amazon	59.97	City hall coffee 7/29/25
3304	07/29/2025	Claims	1	EFT	Amazon	56.97	City hall coffee 8/11/25
3312	07/29/2025	Claims	1	EFT	Paypro Global	125.09	Library Deep Freeze Enterprise, Maint 1 year
3318	07/29/2025	Claims	1	EFT	Sig Sauer Inc.	108.22	Police Dept handgun adapter plates x 3
3328	07/30/2025	Claims	1	EFT	49er Communications Inc.	240.00	Fire Dept pager repair -- DEBIT

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
3330	07/30/2025	Claims	1	EFT	Consolidated Supply Co.	4,881.64	Public Works manhole riser rings x 19 and repair clamps x 6
3346	07/31/2025	Claims	1	EFT	WA State Dept of Licensing	18.00	Gun Permit #1132
3347	07/31/2025	Claims	1	EFT	Association of Public Treasurers	159.00	Membership renewal through 9/30/26
3348	07/31/2025	Claims	1	EFT	Sig Sauer Inc.	84.12	Police Dept sales tax on invoice 5712111
3349	07/31/2025	Claims	1	EFT	Fairbridge Inn and Suites	396.24	Police Dept Training/Johnson street crimes
3350	08/01/2025	Claims	1	EFT	Gigabeam Internet	57.00	Fire Dept Internet
3351	08/01/2025	Claims	1	EFT	Wholesail Networks	1,262.25	City internet
3352	07/29/2025	Claims	1	EFT	Firstnet Wireless	560.56	Police Dept aircards
3353	07/31/2025	Claims	1	EFT	Amazon	24.27	Police Dept tissue
3354	07/31/2025	Claims	1	EFT	Amazon	40.27	Police Dept gloves and bags 24.04 and 16.23
3355	07/31/2025	Claims	1	EFT	Grainger	156.57	Public works 3 way valve
3359	07/31/2025	Claims	1	EFT	Cintas Corporation	404.91	Public works mats/towels/uniforms 7/29 and refill medicine kits
3420	08/01/2025	Claims	1	EFT	Methodworks		Paid by finance director
3429	08/04/2025	Claims	1	EFT	Crystal Springs	104.97	City Hall water
3430	08/04/2025	Claims	1	EFT	Inland Networks	30.00	Police Dept alarm monitoring
3431	08/04/2025	Claims	1	EFT	BoxCast Inc.	200.41	Archived storage for 7/1 to 7/31
3432	07/31/2025	Claims	1	EFT	Sig Sauer Inc.	1,013.51	Police Dept Sigm400/Semi
3435	08/04/2025	Claims	1	EFT	Inland Networks	30.00	Library alarm monitoring
3438	08/04/2025	Claims	1	EFT	Puget Sound Energy	218.95	June 2025 -- First St & Pennsylvania Street Lights #0910
3439	08/04/2025	Claims	1	EFT	Propper.com Sales	704.97	Fire Dept uniforms PPE Grant
3441	08/04/2025	Claims	1	EFT	Xpress Bill Pay	680.94	July merchant fees
3447	08/05/2025	Claims	1	EFT	URM Cash & Carry	225.92	Police Dept Debit -- National Night Out
3448	08/05/2025	Claims	1	EFT	Costco	357.04	Police Dept Debit -- National Night Out
3449	08/05/2025	Claims	1	EFT	Law Enforcement Seminars LLC	445.00	Police Dept Debit -- Law Enforcement Seminar Internal Affairs
3455	08/05/2025	Claims	1	EFT	SeaWestern	286.79	Fire Dept cross bar and chock
3465	08/06/2025	Claims	1	EFT	WA State Dept of Licensing	21.00	Gun permit #1133
3467	08/12/2025	Claims	1	47754	Abadan	21.27	Police Dept copier usage 5/2 to 6/1
3468	08/12/2025	Claims	1	47755	Central Cleaning	800.00	Cleaning -- City Hall 7/21; Shop 7/22 and 7/29; Police 7/24; Fire 7/23; Cleaning -- City Hall 8/4, Shop 8/5 and 8/12, Police 8/7, Fire 8/8
3469	08/12/2025	Claims	1	47756	Cle Elum Downtown Association	24,723.46	2025 Cle Elum Visitor Center funds awarded \$26,973.23 this pay request is for \$7,502.43; 2025 JLARC Pioneer Days
3470	08/12/2025	Claims	1	47757	Co-Energy	480.96	Public works oil 5 gal
3471	08/12/2025	Claims	1	47758	Copiers Northwest Inc.	302.39	Canon IRC3525i copier base rate 7/19 to 8/18 and overage 6/19 to 7/18; City hall copier usage 7/1 to 7/31; Public works/Library copier usage 7/1 to 7/31
3472	08/12/2025	Claims	1	47759	Correct	3,282.88	Public works water meters x 6

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3473	08/12/2025	Claims	1	47760	Employment Security Department	342.47	QTR 2 Unemployment self insured benefits for Batton and C. Anderson
3474	08/12/2025	Claims	1	47761	Evergreen Safety Council	2,172.06	Public Works flagger class 7/15 -- onsite
3475	08/12/2025	Claims	1	47762	General Code	1,538.41	Update 1694,1698,1699
3476	08/12/2025	Claims	1	47763	HLA Engineering and Land Surveying, Inc.	201,222.11	HLA Engineering Fees for May -- First St. Phase 3 DOT/TIB/COG Grants; HLA Planning Fees for May -- Bell, Bullfrog Rd, Clifton, Teanaway, Hansen, Wildwood pass thru fees; HLA Planning Fees for May -- D
3477	08/12/2025	Claims	1	47764	Heritage Law	1,125.00	July Court Appointed Attorney Fees/Phraner, Alvarez, Torres
3478	08/12/2025	Claims	1	47765	Interwest Construction Inc	95,512.47	Tib Roundabout Grant progress estimate #2
3479	08/12/2025	Claims	1	47766	James Oil Company	782.52	Police Dept 7/16 to 7/30 fuel; Public Works fuel 7/16 to 7/31
3480	08/12/2025	Claims	1	47767	Jerrol's	153.74	Copy paper & pre perforated paper
3481	08/12/2025	Claims	1	47768	Kenyon Disend, PLLC	220.00	Attorney fees for July -- leasehold excise tax, Stretto, Judgment
3482	08/12/2025	Claims	1	47769	Kittitas County Public Works	546.39	May 2025 agreements/public works -- Staff Sidewalk/Camera; 1st and Oakes Resurface; Park Ped Study; Safety Imp 1st and Hartwig
3483	08/12/2025	Claims	1	47770	Kittitas County Solid Waste	174.00	Solid Waste 7/29, 7/30, 8/1 -- Public Works
3484	08/12/2025	Claims	1	47771	Law Office of Mark W. Garka, PLLC	4,000.00	July prosecution services
3485	08/12/2025	Claims	1	47772	Cheryl J Montgomery	23.76	Police Dept reimb for 6 cases of water
3486	08/12/2025	Claims	1	47773	Robin L Newcomb	752.69	July IT Services -- paid with personal card
3487	08/12/2025	Claims	1	47774	Northern Kittitas County Tribune	41.80	Ordinance 1701
3488	08/12/2025	Claims	1	47775	One Call Concepts, Inc	31.59	July call before digging tickets x 27
3489	08/12/2025	Claims	1	47776	Pape Machinery	1,419.76	Mower repairs Pol and Brus for cemetery and parks
3490	08/12/2025	Claims	1	47777	Pat McCarthy Productions INC.	495.00	Police Dept street crimes training/Johnson
3491	08/12/2025	Claims	1	47778	S & B INC	1,038.33	Water Hydrant Station Repairs
3492	08/12/2025	Claims	1	47779	Santander Bank, N.A.	132,686.96	Vac truck lease payment #3 of #5 -- Contract #002-0028581-000
3493	08/12/2025	Claims	1	47780	Sirchie Acquisition Company LLC	141.14	Police Dept Bags and evidence boxes
3494	08/12/2025	Claims	1	47781	Suncadia	5,503.00	Capital Reimb Fees -- Overpayment 511 W. 2nd, 5/13 check #47574, and payment of 609 and 613 Compass, Lots 19 and 21, Permit #2024-026 and #2023-076
3495	08/12/2025	Claims	1	47782	Timesaver PC	270.74	Fire Dept HDMI and USB-C; Fire Dept copier ink
3496	08/12/2025	Claims	1	47783	United Parcel Service	13.17	Police Dept shipping

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3497	08/12/2025	Claims	1	47784	Van Ness Feldman LLP	43,703.62	June attorney fees -- Hansen Easement; June attorney fees -- Wildwood; June attorney fees -- Teanaway Court/Hopesource; June attorney fees -- Blue Fern; June attorney fees -- easements research, code
3498	08/12/2025	Claims	1	47785	WA State Dept of Natural Resources	10,077.25	Fire Dept supplies -- PPE radios and equipment; Fire Dept DNR Grant for PPE Grant
3499	08/12/2025	Claims	1	47786	WA State Dept of Trans.	3,185.17	CDBG Grant Stafford Ave
3500	08/12/2025	Claims	1	47787	WA State Dept of Transportation	3,899.76	First St. Project management -- TIB and COG Grants; Police Dept July fuel
3501	08/12/2025	Claims	1	47788	WA State Patrol	72.00	Police Dept background checks
3502	08/12/2025	Claims	1	47789	Waste Management of Ellensburg	87,420.29	July Solid waste collection and disposals
3427	07/31/2025	Claims	9	EFT	U.S. Bank	42.50	June safekeeping fees
511 Legislative						1,580.21	
515 Legal Services						20,162.00	
518 Centralized Services						6,715.30	
521 Police Department						12,452.48	
522 Fire Department						14,554.53	
536 Cemetery						952.46	
559 Housing & Community Develop						8,329.00	
572 Libraries						806.99	
576 Park Facilities						1,127.79	
594 Capital Expenditures						8,803.75	
001 Current Expense/General Fund						75,484.51	
515 Legal Services						-4,787.50	
004 City Heights WCIA Settlement Agreement 2023						-4,787.50	
542 Streets - Maintenance						2,245.14	
543 Streets Admin & Overhead						807.71	
591 Debt Service - Principal Repayment						12,763.29	
592 Debt Service - Interest Costs						1,832.28	
595 Capital Expenditures- Streets						72,853.38	
101 Street Fund						90,501.80	
595 Capital Expenditures- Streets						161,341.31	
102 TIB Complete Streets Grant						161,341.31	
521 Police Department						829.80	
104 Police 3/10's Sales Tax Fund						829.80	
557 Community Services						24,723.46	
106 Tourist/Lodging Tax Fund						24,723.46	
558 Planning & Community Devel						548.00	
127 City Heights CRA 2020-01 Devel. Fund						548.00	
515 Legal Services						33,047.12	
558 Planning & Community Devel						38,325.90	
131 Blue Fern DA # 2002-01 CRA 2024-01,03						71,373.02	

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			515 Legal Services			627.00	
			558 Planning & Community Devel			6,279.50	
			132 Wildwood Ranch DA #2024-001 CRA 2024-02			6,906.50	
			558 Planning & Community Devel			1,556.00	
			140 Teanaway Court/Hopesource Devel. Fund			1,556.00	
			534 Water Utilities			27,794.48	
			401 Water Fund			27,794.48	
			537 Garbage & Solid Waste			93,108.16	
			402 Garbage Fund			93,108.16	
			534 Water Utilities			1,452.45	
			404 Water Regional Fund			1,452.45	
			591 Debt Service - Principal Repayment			55,694.34	
			592 Debt Service - Interest Costs			7,995.40	
			406 Water Capital Reserve Fund			63,689.74	
			535 Sewer			12,080.75	
			409 Sewer Fund			12,080.75	
			591 Debt Service - Principal Repayment			47,572.25	
			592 Debt Service - Interest Costs			6,829.40	
			594 Capital Expenditures			1,958.50	
			413 Sewer Capital Reserve Fund			56,360.15	
			580 Non Expeditures			3,883.81	
			699 State Agency Fund 380/580			3,883.81	
						686,846.44	Claims: 686,846.44

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the city, and that I am authorized to authenticate and certify to said claim(s). Approved by the Auditing Committee:

_____	Date _____
Jerred Weis	

_____	Date _____
Steven Harper	

_____	Date _____
Audrey Malek	

 8-6-25

Payroll

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City Of Cle Elum

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3054	07/18/2025	Payroll	1	EFT	Jane Agar	1,200.00	
3055	07/18/2025	Payroll	1	EFT	Virgil D Amick	1,500.00	
3056	07/18/2025	Payroll	1	EFT	Matthew R Anderson	2,000.00	
3057	07/18/2025	Payroll	1	EFT	Aaron G Barr	1,600.00	
3058	07/18/2025	Payroll	1	EFT	John M Butorac	1,900.00	
3059	07/18/2025	Payroll	1	EFT	Audrey M Casassa	1,300.00	
3060	07/18/2025	Payroll	1	EFT	Brian DeFrang	500.00	
3061	07/18/2025	Payroll	1	EFT	Bradley D Helgeson	2,000.00	
3062	07/18/2025	Payroll	1	EFT	Kathryn A Heller	750.00	
3063	07/18/2025	Payroll	1	EFT	Debbie Lee	1,100.00	
3064	07/18/2025	Payroll	1	EFT	David Lindseth	800.00	
3065	07/18/2025	Payroll	1	EFT	Edwin L Mills	2,500.00	
3066	07/18/2025	Payroll	1	EFT	Cheryl J Montgomery	2,000.00	
3067	07/18/2025	Payroll	1	EFT	Robin L Newcomb	3,500.00	
3068	07/18/2025	Payroll	1	EFT	Robert F Omans	2,000.00	
3069	07/18/2025	Payroll	1	EFT	Whitney Prosek	800.00	
3070	07/18/2025	Payroll	1	EFT	Jennifer E Rogers	2,000.00	
3071	07/18/2025	Payroll	1	EFT	Cornelia J Van Dongen	1,000.00	
3072	07/18/2025	Payroll	1	EFT	Anthony A Venera	2,000.00	
3073	07/18/2025	Payroll	1	EFT	Levi A Waddell	2,000.00	
3074	07/18/2025	Payroll	1	EFT	Umpqua Bank	20,000.00	941 Taxes for Draws 7/18
3363	08/05/2025	Payroll	1	EFT	Jane Agar	2,819.96	
3364	08/05/2025	Payroll	1	EFT	Richard D Albo	8,383.61	
3365	08/05/2025	Payroll	1	EFT	Virgil D Amick	3,020.46	
3366	08/05/2025	Payroll	1	EFT	Matthew R Anderson	4,066.72	
3367	08/05/2025	Payroll	1	EFT	Mathew D Bailey	5,074.29	
3368	08/05/2025	Payroll	1	EFT	Aaron G Barr	3,725.94	
3369	08/05/2025	Payroll	1	EFT	Cassidy J Buechle-Curtis	227.24	
3370	08/05/2025	Payroll	1	EFT	John M Butorac	2,371.68	
3371	08/05/2025	Payroll	1	EFT	Audrey M Casassa	2,364.89	
3372	08/05/2025	Payroll	1	EFT	Steven Cook	227.24	
3373	08/05/2025	Payroll	1	EFT	Brian DeFrang	5,876.93	
3374	08/05/2025	Payroll	1	EFT	Mark Goodwin	49.81	
3376	08/05/2025	Payroll	1	EFT	Jacob Hausken	50.11	
3377	08/05/2025	Payroll	1	EFT	Carl J Heimbigner	125.73	
3378	08/05/2025	Payroll	1	EFT	Bradley D Helgeson	6,217.63	
3379	08/05/2025	Payroll	1	EFT	Kathryn A Heller	2,836.00	
3380	08/05/2025	Payroll	1	EFT	Alec Johnson	5,426.50	
3381	08/05/2025	Payroll	1	EFT	Craig D Juris	4,149.69	
3382	08/05/2025	Payroll	1	EFT	Jessica T Korich	3,227.68	
3383	08/05/2025	Payroll	1	EFT	Beau M Kretschman	3,117.98	
3384	08/05/2025	Payroll	1	EFT	Debbie Lee	4,976.56	
3385	08/05/2025	Payroll	1	EFT	David Lindseth	4,180.90	
3386	08/05/2025	Payroll	1	EFT	Matthew Lundh	2,631.04	
3387	08/05/2025	Payroll	1	EFT	Mario M Magnotti	5,908.19	
3388	08/05/2025	Payroll	1	EFT	Audrey Malek	227.24	
3389	08/05/2025	Payroll	1	EFT	Edwin L Mills	4,366.42	
3390	08/05/2025	Payroll	1	EFT	Cheryl J Montgomery	2,666.93	
3391	08/05/2025	Payroll	1	EFT	Robin L Newcomb	3,610.21	
3392	08/05/2025	Payroll	1	EFT	Robert F Omans	4,827.87	
3393	08/05/2025	Payroll	1	EFT	Jordan Peterson	49.81	
3394	08/05/2025	Payroll	1	EFT	Amy E Pridemore	1,800.57	
3395	08/05/2025	Payroll	1	EFT	Whitney Prosek	2,632.03	
3396	08/05/2025	Payroll	1	EFT	Briawna Marie Rae	2,318.46	

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3397	08/05/2025	Payroll	1	EFT	Kenneth C Ratliff	227.24	
3398	08/05/2025	Payroll	1	EFT	Jennifer E Rogers	3,824.05	
3399	08/05/2025	Payroll	1	EFT	Kelsey Seiser	5,383.71	
3400	08/05/2025	Payroll	1	EFT	Chase M Stanley	1,131.26	
3401	08/05/2025	Payroll	1	EFT	Kaylee M Thompson	175.55	
3402	08/05/2025	Payroll	1	EFT	Cornelia J Van Dongen	1,181.25	
3403	08/05/2025	Payroll	1	EFT	Anthony A Venera	5,801.37	
3404	08/05/2025	Payroll	1	EFT	Levi A Waddell	2,546.41	
3405	08/05/2025	Payroll	1	EFT	Jerred Weis	227.24	
3406	08/05/2025	Payroll	1	EFT	Brian Welch	4,552.50	
3407	08/05/2025	Payroll	1	EFT	Elizabeth M Williams	227.24	
3410	08/05/2025	Payroll	1	EFT	AWC Health Insurance	14,633.12	Pay Cycle(s) 08/05/2025 To 08/05/2025 - Asuris 250 Med/Den/Vis
3411	08/05/2025	Payroll	1	EFT	Colonial Life	604.26	Pay Cycle(s) 08/05/2025 To 08/05/2025 - Colonial Insurance Pre; Pay Cycle(s) 08/05/2025 To 08/05/2025 - Colonial Insurance
3412	08/05/2025	Payroll	1	EFT	HRA VEBA Trust Contributions	7,887.00	Pay Cycle(s) 08/05/2025 To 08/05/2025 - Veba
3413	08/05/2025	Payroll	1	EFT	Northwest Admin Transfer Acct	6,971.50	Pay Cycle(s) 08/05/2025 To 08/05/2025 - NW Admin RWT/Dental
3414	08/05/2025	Payroll	1	EFT	Teamsters Local #760	1,819.00	Pay Cycle(s) 08/05/2025 To 08/05/2025 - Teamsters Dues
3415	08/05/2025	Payroll	1	EFT	UEBT	25,523.00	Pay Cycle(s) 08/05/2025 To 08/05/2025 - UEBT Medical Vision
3416	08/05/2025	Payroll	1	EFT	Umpqua Bank	38,902.95	941 Deposit for Pay Cycle(s) 08/05/2025 - 08/05/2025
3417	08/05/2025	Payroll	1	EFT	WA State Dept of Retirement Sys.	4,867.77	Pay Cycle(s) 08/05/2025 To 08/05/2025 - Deferred Comp
3418	08/05/2025	Payroll	1	EFT	WA State Dept of Retirement Sys.	27,357.54	Pay Cycle(s) 08/05/2025 To 08/05/2025 - PERS2; Pay Cycle(s) 08/05/2025 To 08/05/2025 - LEOFF2; Pay Cycle(s) 08/05/2025 To 08/05/2025 - PERS 3
3419	08/05/2025	Payroll	1	EFT	Washington State Support Registry	1,629.42	Pay Cycle(s) 08/05/2025 To 08/05/2025 - Child Support
3375	08/05/2025	Payroll	1	47751	Steven M Harper	217.24	
3408	08/05/2025	Payroll	1	47752	Bill Rolcik Memorial Fund	130.00	Pay Cycle(s) 08/05/2025 To 08/05/2025 - Bill Rock Mem Fund
3409	08/05/2025	Payroll	1	47753	WCTPTF	6,708.81	Pay Cycle(s) 08/05/2025 To 08/05/2025 - Teamsters Pension Trust
						511 Legislative	1,883.91
						512 Judicial	5,849.07
						513 Executive	13,403.10
						514 Financial, Recording & Elections	18,533.08
						521 Police Department	123,831.07
						522 Fire Department	16,772.95
						524 Protective Inspections	5,072.04
						536 Cemetery	7,346.14
						558 Planning & Community Devel	4,630.78
						572 Libraries	12,802.96
						576 Park Facilities	4,234.90
						580 Non Expenditures	-3,914.70
						001 Current Expense/General Fund	210,445.30

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			542 Streets - Maintenance			21,417.37	
		101 Street Fund				21,417.37	
			521 Police Department			21,513.08	
		104 Police 3/10's Sales Tax Fund				21,513.08	
			542 Streets - Maintenance			49.19	
		110 Coal Mine Trail Fund				49.19	
			534 Water Utilities			32,703.35	
		401 Water Fund				32,703.35	
			537 Garbage & Solid Waste			3,682.97	
		402 Garbage Fund				3,682.97	
			535 Sewer			28,724.49	
		409 Sewer Fund				28,724.49	
						318,535.75	Payroll: 318,535.75

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the city, and that I am authorized to authenticate and certify to said claim(s). Approved by the Auditing Committee:

Jerred Weis

Date _____

Steven Harper

Date _____

Audrey Malek

Date _____



August 6, 2025

City of Cle Elum
119 West 1st Street
Cle Elum, WA 98922

Attn: Matthew Lundh, Mayor

Re: City of Cle Elum
Second Street Roundabout
HLA Project No. 23042
TIB Project No. 6-E-930(007)-1
Progress Estimate No. 02

Dear Mayor Lundh:

Enclosed is Progress Estimate No. 02 for work performed by Interwest Construction Inc, through July 31, 2025, in connection with their contract on the above referenced project. The amount due the Contractor of \$95,512.47 is net after retainage, per the contract documents. Submission of Certified Payrolls for Interwest Construction Inc, and subcontractors are not required for review. We recommend this Progress Estimate be considered and approved by the City of Cle Elum.

Interwest Construction Inc. has provided the required approved "Intent to Pay Prevailing Wages" form to the City of Cle Elum (attached).

Please contact our office if you have questions or if we may provide additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "WBC", followed by a horizontal line.

Brad Cooper, PE

WBC/jdb

Enclosures

Copy: Mathew Bailey, Debbie Lee, Robin Newcomb, Rob Omans (City of Cle Elum)
Jesse Chavez, Max Sanchez (Interwest Construction Inc.)
Taylor Denny, Angie Ringer, Keegan Lacoursiere (HLA)

CONSTRUCTION PROGRESS ESTIMATE
Second Street Roundabout
CITY OF CLE ELUM
119 WEST 1ST STREET
CLE ELUM, WA 98922
TO: Interwest Construction Inc

609 North Hill Blvd.

Burlington, WA 98233

HLA PROJECT NO.: 23042

TIB PROJECT NO. 6-E-930(007)-1

PROGRESS ESTIMATE NO.: 2

FROM: Jul. 01, 2025

TO: Jul. 31, 2025


BID ITEM NO.	DESCRIPTION	UNIT	CONTRACT TOTAL (Contract + COs)			TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW (Total - Previous)		PERCENT CONTRACT COMPLETE
			QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	
1	Minor Change	FA	1	\$ 20,000.00	\$ 20,000.00	0.95	\$ 18,920.82	0.81	\$ 16,279.18	0.13	\$ 2,641.64	95%
2	Mobilization	LS	1	\$ 49,000.00	\$ 49,000.00	1	\$ 49,000.00	1	\$ 49,000.00	0	\$ -	100%
3	Project Temporary Traffic Control	LS	1	\$ 63,500.00	\$ 63,500.00	1	\$ 63,500.00	0.64	\$ 40,375.00	0.36	\$ 23,125.00	100%
4	Clearing and Grubbing	LS	1	\$ 2,750.00	\$ 2,750.00	1	\$ 2,750.00	1	\$ 2,750.00	0	\$ -	100%
5	Removal of Structures and Obstructions	LS	1	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00	1	\$ 6,000.00	0	\$ -	100%
6	Unclassified Excavation Incl. Haul	CY	380	\$ 65.00	\$ 24,700.00	395.10	\$ 25,681.50	395.10	\$ 25,681.50	0	\$ -	104%
7	Crushed Surfacing Base Course	TON	530	\$ 47.00	\$ 24,910.00	574.50	\$ 27,001.50	574.50	\$ 27,001.50	0	\$ -	108%
8	Planing Bituminous Pavement	SY	1,720	\$ 6.25	\$ 10,750.00	1,720	\$ 10,750.00	1,720	\$ 10,750.00	0	\$ -	100%
9	HMA Cl. 1/2-Inch PG 64H-28	TON	250	\$ 180.00	\$ 45,000.00	409.56	\$ 73,720.80	203.60	\$ 36,648.00	205.96	\$ 37,072.80	164%
10	Adjust Manhole	EA	2	\$ 530.00	\$ 1,060.00	2	\$ 1,060.00	2	\$ 1,060.00	0	\$ -	100%
11	Adjust Catch Basin	EA	1	\$ 530.00	\$ 530.00	1	\$ 530.00	1	\$ 530.00	0	\$ -	100%
12	Adjust Valve Box	EA	4	\$ 530.00	\$ 2,120.00	4	\$ 2,120.00	4	\$ 2,120.00	0	\$ -	100%
13	Abandon Water Valve	EA	3	\$ 600.00	\$ 1,800.00	3	\$ 1,800.00	3	\$ 1,800.00	0	\$ -	100%
14	Inlet Protection	EA	6	\$ 103.00	\$ 618.00	6	\$ 618.00	6	\$ 618.00	0	\$ -	100%
15	Silt Fence	EA	40	\$ 8.15	\$ 326.00	40	\$ 326.00	40	\$ 326.00	0	\$ -	100%
16	Landscape Restoration	FA	1	\$ 10,000.00	\$ 10,000.00	0.71	\$ 7,078.25	0.71	\$ 7,078.25	0	\$ -	71%
17	Cement Conc. Traffic Curb and Gutter	LF	20	\$ 68.00	\$ 1,360.00	20	\$ 1,360.00	20	\$ 1,360.00	0	\$ -	100%
18	Cement Conc. Traffic Curb	LF	126	\$ 59.00	\$ 7,434.00	134	\$ 7,906.00	134	\$ 7,906.00	0	\$ -	106%
19	Roundabout Cement Conc. Curb and Gutter	LF	480	\$ 64.00	\$ 30,720.00	480	\$ 30,720.00	480	\$ 30,720.00	0	\$ -	100%
20	Roundabout Truck Apron Cement Conc. Curb and Gutter	LF	270	\$ 64.00	\$ 17,280.00	270	\$ 17,280.00	270	\$ 17,280.00	0	\$ -	100%
21	Roundabout Splitter Island Nosing Curb	EA	4	\$ 560.00	\$ 2,240.00	4	\$ 2,240.00	4	\$ 2,240.00	0	\$ -	100%
22	Flexible Guide Posts	EA	10	\$ 350.00	\$ 3,500.00	0	\$ -	0	\$ -	0	\$ -	0%
23	Pigmented Cement Conc. Splitter Island	SY	200	\$ 126.00	\$ 25,200.00	200	\$ 25,200.00	200	\$ 25,200.00	0	\$ -	100%
24	Pigmented Cement Conc. Truck Apron	SY	200	\$ 145.00	\$ 29,000.00	200	\$ 29,000.00	200	\$ 29,000.00	0	\$ -	100%
25	Cement Conc. Crosswalk Refuge Area	SY	50	\$ 94.50	\$ 4,725.00	50	\$ 4,725.00	50	\$ 4,725.00	0	\$ -	100%
26	Cement Conc. Sidewalk 4-Inch Thick	SY	50	\$ 99.00	\$ 4,950.00	59.70	\$ 5,910.30	59.70	\$ 5,910.30	0	\$ -	119%

CONSTRUCTION PROGRESS ESTIMATE

Second Street Roundabout

CITY OF CLE ELUM

119 WEST 1ST STREET

CLE ELUM, WA 98922

TO: Interwest Construction Inc

609 North Hill Blvd.

Burlington, WA 98233

HLA PROJECT NO.: 23042

TIB PROJECT NO. 6-E-930(007)-1

PROGRESS ESTIMATE NO.: 2

FROM: Jul. 01, 2025

TO: Jul. 31, 2025



BID ITEM NO.	DESCRIPTION	UNIT	CONTRACT TOTAL (Contract + COs)			TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW (Total - Previous)		PERCENT CONTRACT COMPLETE
			QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	
27	Cement Conc. Curb Ramp	EA	3	\$ 3,600.00	\$ 10,800.00	3	\$ 10,800.00	3	\$ 10,800.00	0	\$ -	100%
28	Adjust Junction Box	EA	1	\$ 1,161.00	\$ 1,161.00	1	\$ 1,161.00	1	\$ 1,161.00	0	\$ -	100%
29	Illumination System, Complete	LS	1	\$ 18,500.00	\$ 18,500.00	0.70	\$ 12,950.00	0.70	\$ 12,950.00	0	\$ -	70%
30	Rapid Flashing Beacon System, Complete	EA	1	\$ 37,700.00	\$ 37,700.00	1	\$ 37,700.00	0	\$ -	1	\$ 37,700.00	100%
31	Permanent Signing	LS	1	\$ 14,000.00	\$ 14,000.00	1	\$ 14,000.00	1	\$ 14,000.00	0	\$ -	100%
32	Pavement Markings	LS	1	\$ 12,850.00	\$ 12,850.00	1	\$ 12,850.00	1	\$ 12,850.00	0	\$ -	100%

Project Total

\$ 484,484.00

\$ 504,659.17

\$ 404,119.73

\$ 100,539.44

104%

Retainage Withheld 5%

\$ (25,232.96)

\$ (20,205.99)

\$ (5,026.97)

Amount Due Progress Estimate No. 2

\$ 479,426.21

\$ 383,913.74

\$ 95,512.47

I hereby certify that the foregoing is a true and correct statement of the work performed under this contract.

Brad W. Cooper, PE

CONSTRUCTION PROGRESS ESTIMATE**SCHEDULE OF VALUES**

City of Cle Elum

Second Street Roundabout

TO: Interwest Construction Inc
609 North Hill Blvd.
Burlington, WA 98233

HLA PROJECT NO.: 23042

TIB PROJECT NO. 6-E-930(007)-1



<i>BID ITEM NO.</i>	<i>BID ITEM NAME</i>	<i>DESCRIPTION</i>	<i>QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>TOTAL PRICE</i>	<i>PERCENT OF ITEM COMPLETE</i>
2	Mobilization	5% Completion = 50% Payment	1	LS	\$ 24,500.00	\$ 24,500.00	100%
2	Mobilization	10% Completion = 100% Payment	1	LS	\$ 24,500.00	\$ 24,500.00	100%
3	Project Temporary Traffic Control	3.01 - Traffic Control Set Up	1	LS	\$ 28,500.00	\$ 28,500.00	100%
3	Project Temporary Traffic Control	3.02 - Daily Traffic Control	30	DAY	\$ 500.00	\$ 15,000.00	100%
3	Project Temporary Traffic Control	3.03 - Traffic Control Take Down	1	LS	\$ 20,000.00	\$ 20,000.00	100%
4	Clearing and Grubbing	Percentage Complete	1	LS	\$ 2,750.00	\$ 2,750.00	100%
5	Removal of Structures and Obstructions	Percentage Complete	1	LS	\$ 6,000.00	\$ 6,000.00	100%
29	Illumination System, Complete	29.01 - 35% Complete	1	LS	\$ 6,475.00	\$ 6,475.00	100%
29	Illumination System, Complete	29.02 - 70% Complete	1	LS	\$ 6,475.00	\$ 6,475.00	100%
29	Illumination System, Complete	29.03 -100% Complete	1	LS	\$ 5,550.00	\$ 5,550.00	0%
31	Permanent Signing	Percentage Complete	1	LS	\$ 14,000.00	\$ 14,000.00	100%
32	Pavement Markings	Percentage Complete	1	LS	\$ 12,850.00	\$ 12,850.00	100%



CITY OF Cle Elum

PROJECT NAME: Second Street Roundabout

HLA PROJECT NO.: 23042

PRIME CONTRACTOR: Interwest Construction, Inc.

FORCE ACCOUNT SUMMARY

DATE	COST	ACCUM TOTAL	CONTRACTOR	DESCRIPTION
BID ITEM 1 - MINOR CHANGE				
6/16/25	\$ 4,922.03	\$ 4,922.03	Withrow	Project wide - Due to conflicts with existing grade, field adjustments were required to avoid possible tripping hazards.
6/16/25	\$ 4,642.29	\$ 9,564.32	ICI	Project wide - Interwest placed CSBC to bring the island areas back up to grade which were over excavated due existing grade conflicts.
6/17/25	\$ 4,055.11	\$ 13,619.43	ICI	Project wide - Interwest continues to place CSBC to bring the island areas back up to grade which were over excavated due existing grade conflicts.
6/25/25	\$ 2,659.75	\$ 16,279.18	ICI	Southwest corner - Interwest prepped for asphalt outside of project limits to keep traffic from having to drive on the graveled shoulder.
7/1/25	\$ 555.75	\$ 16,834.93	ICI	The four (4) new light pole locations - Interwest placed plyboard over new light base holes.
7/1/25	\$ 649.26	\$ 17,484.19	ICI	NE & SE corners - Per the City's request, Interwest drilled holes for additional snow marker sleeves.
7/8/25	\$ 1,436.63	\$ 18,920.82	ICI	NE & SE corners - Per the City's request, Interwest installed additional snow marker sleeves.
BID ITEM 16 - LANDSCAPE RESTORATION				
6/26/25	\$ 3,285.54	\$ 3,285.54	ICI	Areas around sidewalks - Interwest placed topsoil behind sidewalks for landscape restoration.
6/30/25	\$ 3,792.71	\$ 7,078.25	ICI	Project Wide - Interwest placed topsoil and grass seed to areas outside sidewalks, and graveled the end of the sidewalk to the alley east of Stafford Ave.

City Administrator

Staff Report

(August 12, 2025)

The annual Fall Clean-Up will take place throughout the month of September. Vouchers will be mailed to all residents in the coming weeks. In addition, the brush dump will be open one day each week during September to accommodate the disposal of yard waste and brush.

The Finance Department and I have been working on the 2026 budget. While we are still waiting on a few directors to submit their budget proposals, our current goal is to hold study sessions with the council next month.

Other than that, City Hall is running smoothly. It's certainly busy, but there aren't many fires to put out, and I'm thankful for that.

CITY OF CLE ELUM
Planning Department

AGENDA
STAFF REPORT

AGENDA DATE:	August 12, 2025
ACTION REQUESTED:	None, Current Planning Update: July 1, 2025 – August 6, 2025
LEAD STAFF:	Colleda Monick, HLA

BACKGROUND:

Current Planning Permits:

1. **Boundary Line Adjustment:**
 - a. Cascade Investments/DruBru – request for assistance with re-submittal
2. **Site and Design Review:**
 - a. SDR-2025-002: Closed, lack of information
3. **Variance:**
 - a. VAR-2025-002: 202 W Sixth, These Guys LLC (notice of incomplete issued 1/22/25)
4. **Preliminary Long Plat:**
 - a. SUB-2023-003, DA-2024-001, SEPA-2024-004: Wildwood Ranch, Preliminary Plat and Development Agreement (under staff review)
5. **Critical Areas Application:**
 - a. CA-2025-003: Decision issued
6. **Building Permits:**
 - a. 4240 Bullfrog Road Apartments: landscaping plans reviewed
 - b. Upper Kittitas County Community Recreation Center: under review
 - c. ADU building plans: reviewed
7. **Sign Permit:**
 - a. S-2025-003: Trailside Homes (issued)
8. **Franchise Agreement**
 - a. FA-2025-001: Under review
9. **Bullfrog Flats:** underway
10. 47 North: applications withdrawn

Code Enforcement:

Offered continuous support to City staff during the transition of enforcement duties to newly assigned personnel.

General Planning Support:

1. **Business License Review**
2. **Planning support.** Over the past month, provided planning support to developers, the general public, the mayor, and city staff, helping address a wide range of questions related to zoning, permitting, and development.

Intergovernmental Coordination and Code Review

Reviewed Kittitas County's request for comments on proposed code changes
Responded to questions from Code Publishing related to recent code amendments adopted by City Council.
Reviewed and completed the Department of Commerce's "Common Interest Development" form on behalf of the City.

Reviewed emails from the Department of Natural Resources regarding Forest Permit Applications.

Telecommunications and Lease Review

Reviewed a request related to a proposed cell tower modification on City property. Evaluated the City's lease agreement with US Cellular and consulted legal counsel to clarify lease terms. Continued coordination with T-Mobile to secure accurate usage and billing information, enabling the City to increase rent payments from US Cellular as allowed under the lease agreement.

Zoning, Permitting, and Development Support/ Business Use and Temporary Activity Inquiries

Provided extensive support related to a potential commercial wedding venue proposed within floodway, floodplain, and critical area zones. This included multiple calls, emails, and in-depth research into zoning code applicability and required permits.

Responded to a request regarding a property owner's desire to use land for a storage yard and accommodate a towing business. This effort required research into nonconforming uses, business licensing, and legal interpretation, along with numerous phone calls and emails.

Reviewed a development-related inquiry concerning Rosetti Way and provided a planning perspective to City staff.

Assisted with inquiries and intake for a proposed subdivision involving a septic system.

Responded to questions regarding operating a hot dog stand within the Downtown Commercial zoning district. Reviewed the applicant's site plan and historical sidewalk use permit and provided ongoing support.

Provided support for questions about the development of a dog kennel, temporary hay sales activity, and a proposed cigar lounge in downtown. Provided support to Habitat for Humanity as they prepare for a possible development application.

Short Term Rental (STR) Implementation and Guidance

Updated the City's Short Term Rental application to align with recent code changes.

Provided general support to applicants and staff regarding STR regulations.

Coordinated with Perteet on how to process a STR application within the City Heights development.

Support for the Washington State Horse Park

Consulted with the Horse Park's engineer multiple times to provide planning guidance related to berm development and site use.

Conducted a site visit and met with the Executive Director.

Reviewed a code enforcement matter involving a mobile vendor on site.

Evaluated lease agreements and applicable municipal code provisions, and prepared a detailed interpretation memo requesting legal input on conflicting provisions.

General Planning and Permit Assistance

Responded to a wide range of inquiries from staff, the public, and outside

agencies. Forwarded requests to the appropriate departments and ensured timely follow-up.

Reviewed project documents, supported permit intake for various submittals, and followed up on languishing applications.

Provided billing and project summary support.

Began preparing project summaries related to current development projects for the City's new legal counsel to bring them up to speed on projects requiring legal interpretation and review.

3. **Planning Commission.** Over the past month, I facilitated two Planning Commission meetings, managing agenda preparation, packet assembly, minute-taking, and meeting facilitation. I also worked closely with staff to ensure timely updates to the City's website and internal systems, supporting clear and transparent communication with the public.

The Planning Commission reviewed and discussed the Population and Housing Allocations and the Land Capacity Analysis for the Periodic Update.

Began drafting potential edits to Nonconforming Uses (17.04.040/.050) and Site and Design Review (14.30.140)

4. **Historic Preservation.** Over the past month, the Historic Preservation Commission has received updates from the Department of Archaeology and Historic Preservation (DAHP). The Commission's last meeting included a walking tour of the historic district with local historian Roy Susich. Later this month, DAHP will provide a tutorial on the WISSARD mapping system to support the Commission's ongoing work.

5. **Council Presentations**
Planning Department Reports

Public Works Council Update

- **2nd Street Roundabout:** Project is on hold pending delivery of PSE light poles. Estimated arrival is September.
- **TIB Chip Sealing:** Completed by the County. Painted street markings are still pending.
- **1st Street Revitalization:** Awaiting final punch list and project timeline. ACI coordinating with subs to establish timeline for punch list.
- **2026 TIB Grants:** Applications are due August 15th. Public Works is actively working with HLA on submissions.
- **Public Works Summer Maintenance:** Crews are focused on seasonal maintenance activities.

- **Bullfrog Flats**

Water Main: Tie-in is complete. Water main testing completed for first 1500 lineal feet of 12” water main.

Gravel Top Course Delivery: Ongoing for roads with completed utility work.

Curb and Gutter: Installation scheduled before the end of August.

Asphalt: Installation to follow curb and gutter.

Bullfrog Roundabout: revised plans resubmitting. Plans to finish this year.

Council Meetings

Honorable Mayor and council,

- Former Chief Brennan Milloy Passed away
 - I was honored to provide him with an escort back to Ellensburg with the help of EPD
 - Was a Vietnam Veteran, started his career in Kalama PD and finished with CEPD from 1988-2005
 - 17 Years total, last 10 years as Chief
 - Family invites the community to service
 - Johnston & Williams funeral Home 8/16 @ 1000
- Gang meeting in Ellensburg
 - Graffiti tied to gang affiliates in Ellensburg
 - If you see new graffiti please call it in
 - It is our belief that if you take care of the little things, the big things will follow
- NNO was a great success
 - Roughly 200+ people attended
 - Saw many council members from both councils
 - Thank you to our partners Police/Fire/EMS
 - Other entities Kittcom, CASA, PSE, etc.
- The Roslyn Labor Day Parade is coming up August 31st at 1100
 - I met with Councilmember Weis to look over the traffic control plan, at it meets my standards of safety
 - It is always a great event that is well attended
 - A lot of work and planning goes into an event like this, so please come out and support your community

Cle Elum Fire Department

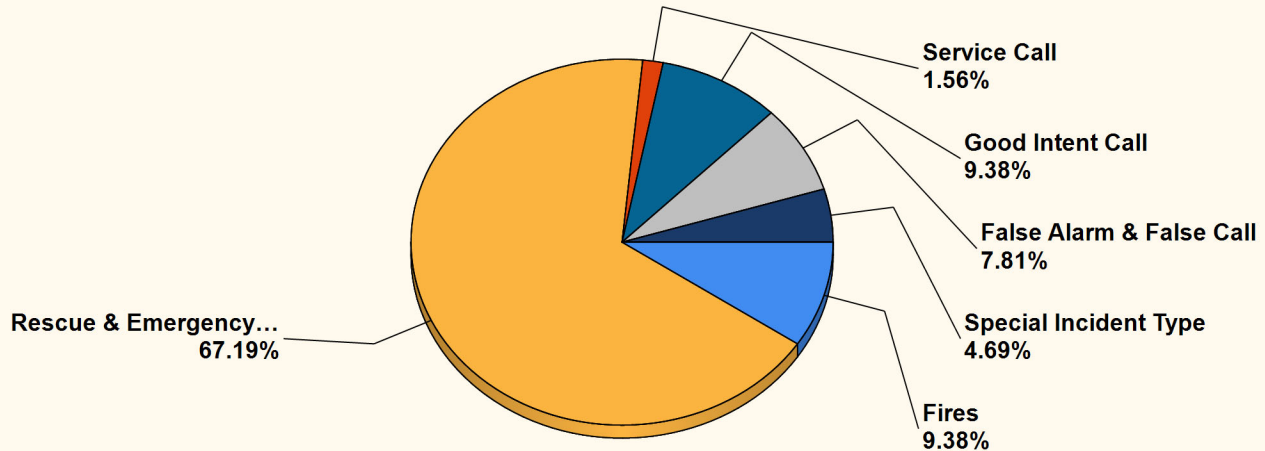
Cle Elum, WA

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 07/01/2025 | End Date: 07/31/2025



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	6	9.38%
Rescue & Emergency Medical Service	43	67.19%
Service Call	1	1.56%
Good Intent Call	6	9.38%
False Alarm & False Call	5	7.81%
Special Incident Type	3	4.69%
TOTAL	64	100%

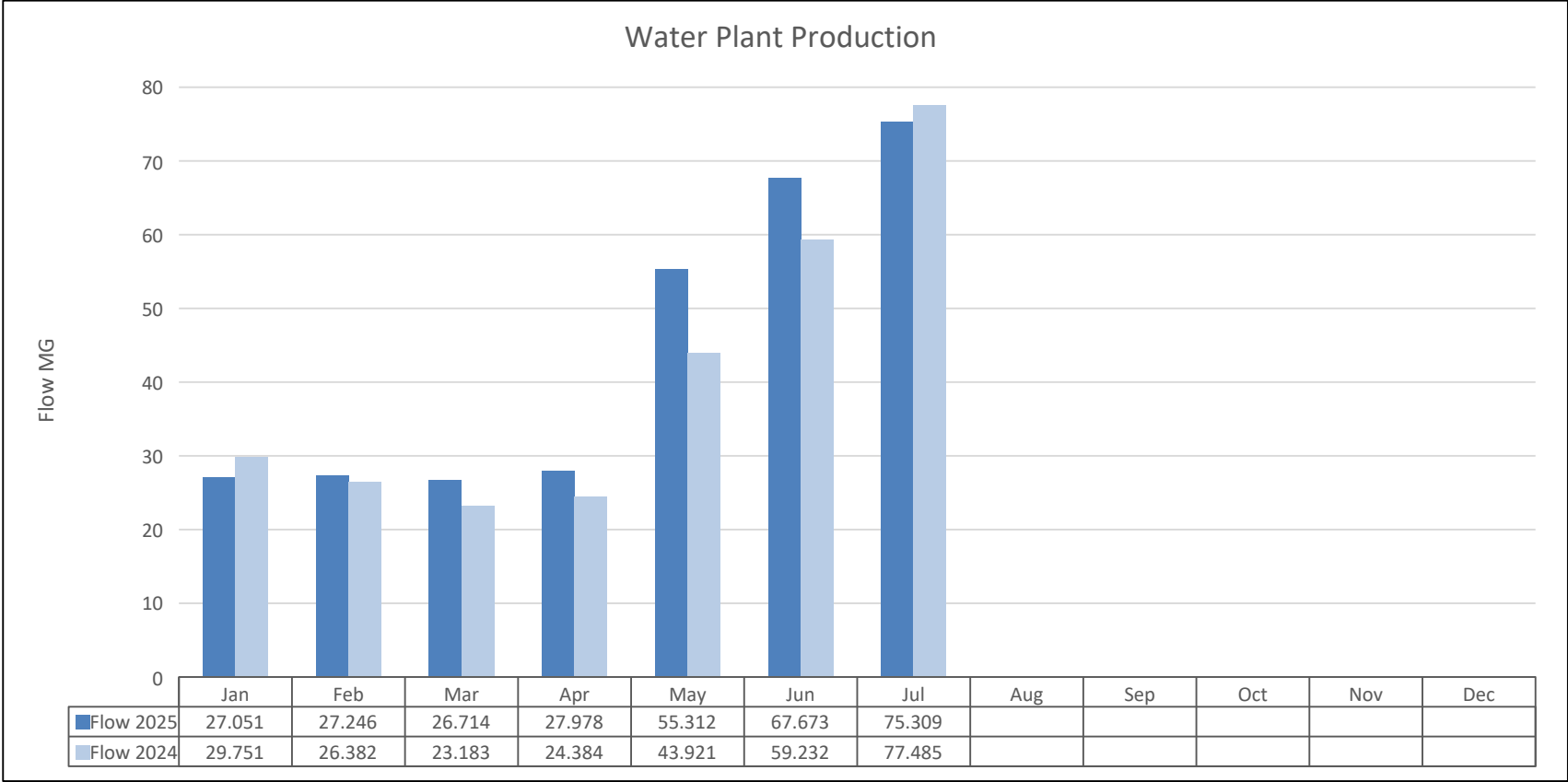
Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Detailed Breakdown by Incident Type

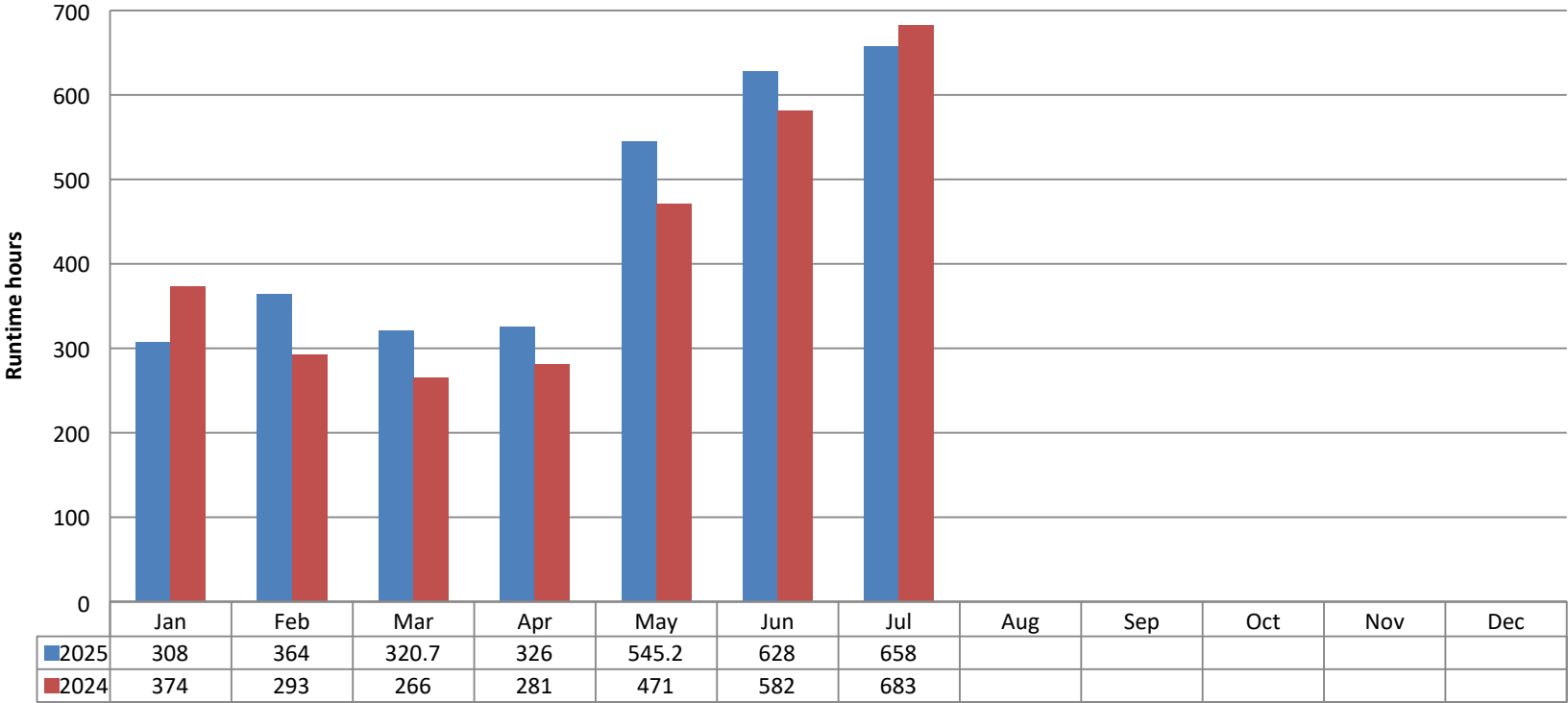
INCIDENT TYPE	# INCIDENTS	% of TOTAL
141 - Forest, woods or wildland fire	1	1.56%
142 - Brush or brush-and-grass mixture fire	2	3.12%
143 - Grass fire	2	3.12%
161 - Outside storage fire	1	1.56%
311 - Medical assist, assist EMS crew	11	17.19%
320 - Emergency medical service, other	1	1.56%
321 - EMS call, excluding vehicle accident with injury	28	43.75%
322 - Motor vehicle accident with injuries	2	3.12%
352 - Extrication of victim(s) from vehicle	1	1.56%
510 - Person in distress, other	1	1.56%
611 - Dispatched & cancelled en route	6	9.38%
700 - False alarm or false call, other	1	1.56%
710 - Malicious, mischievous false call, other	1	1.56%
745 - Alarm system activation, no fire - unintentional	2	3.12%
746 - Carbon monoxide detector activation, no CO	1	1.56%
900 - Special type of incident, other	2	3.12%
911 - Citizen complaint	1	1.56%
TOTAL INCIDENTS:	64	100%

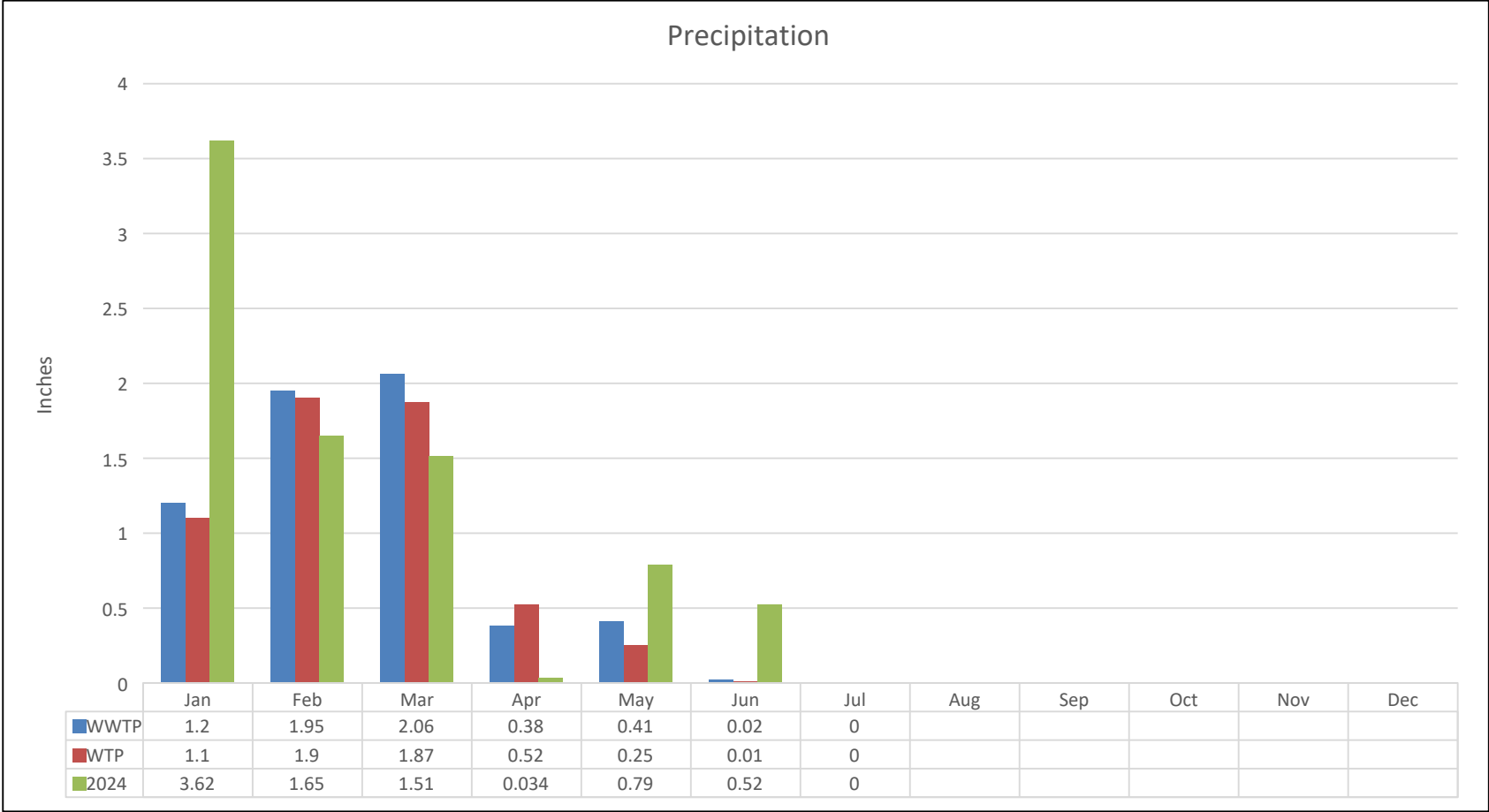
Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

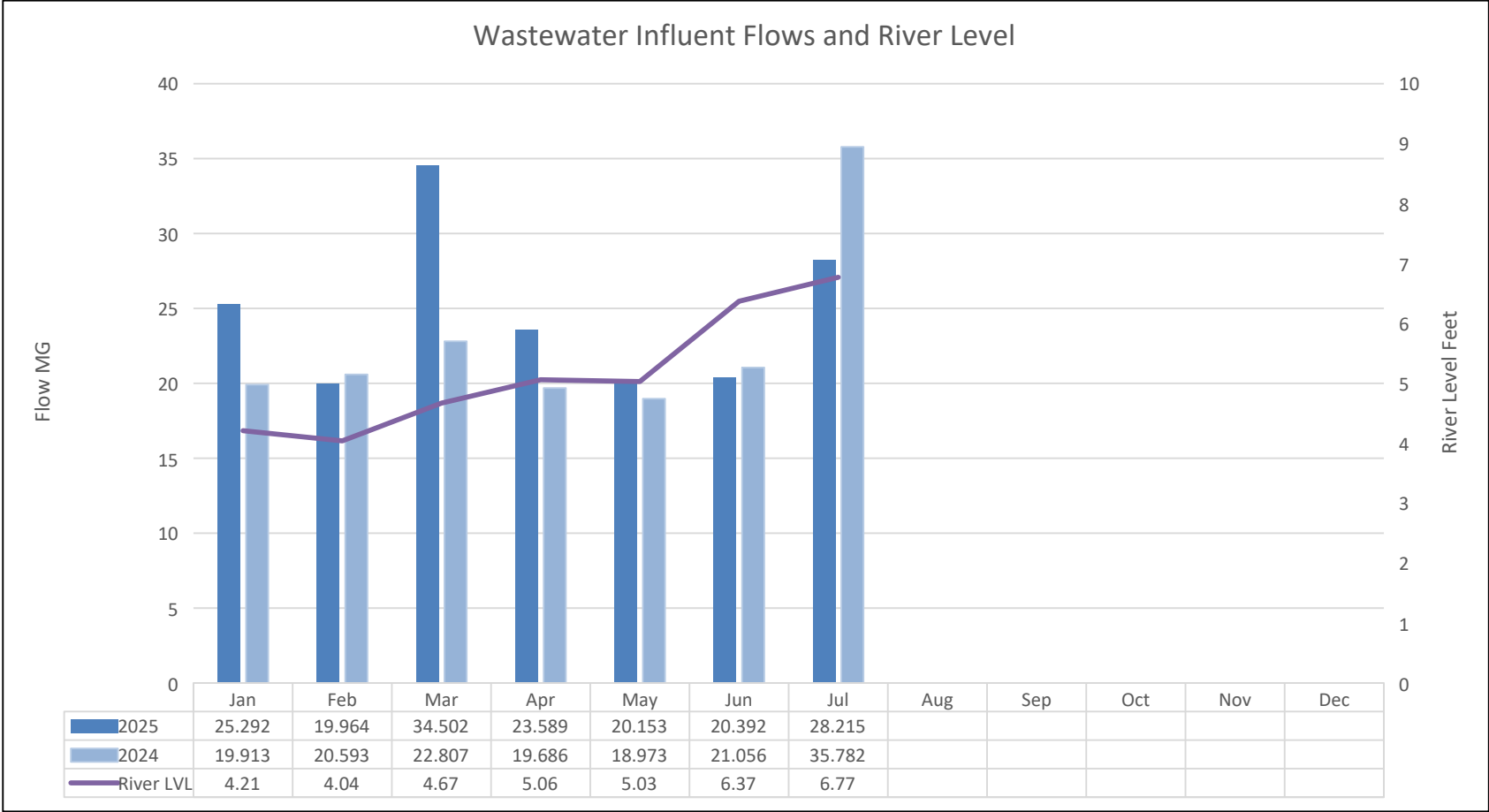


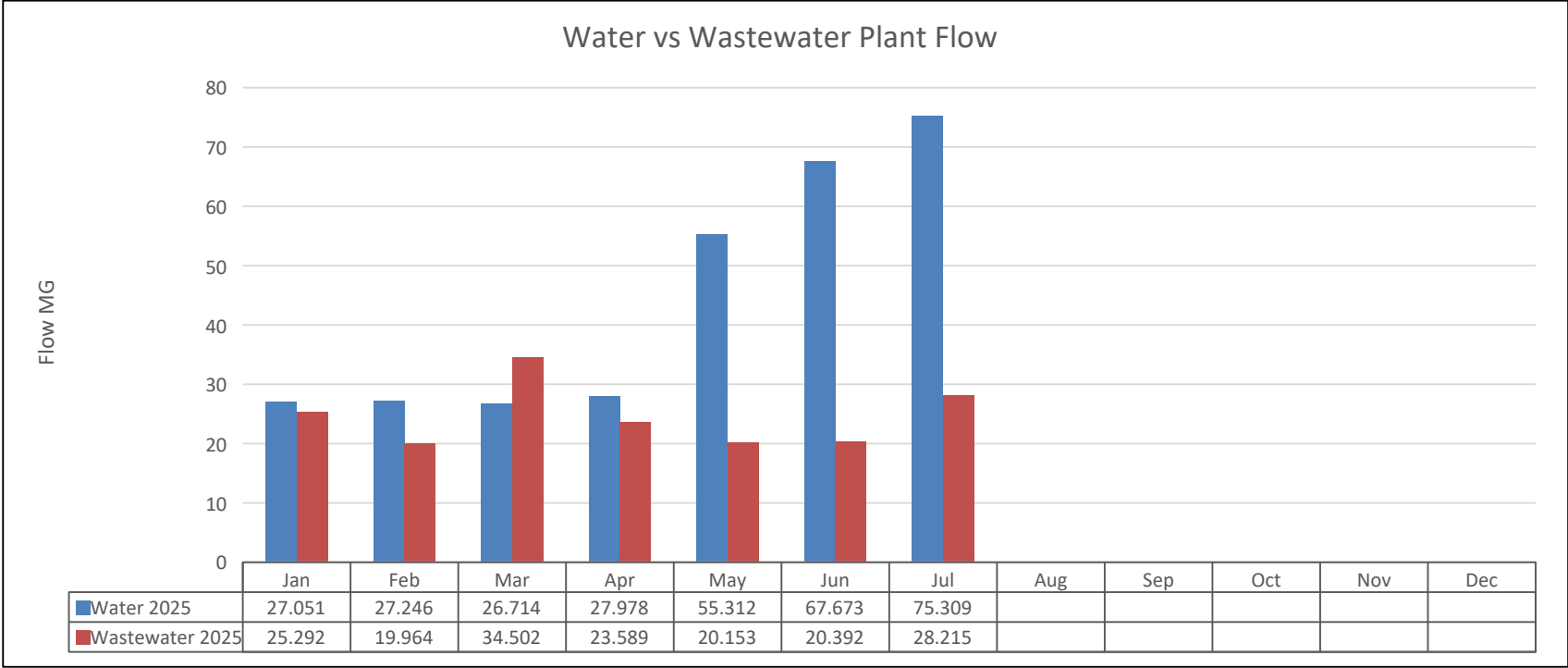


Water Plant Run Time

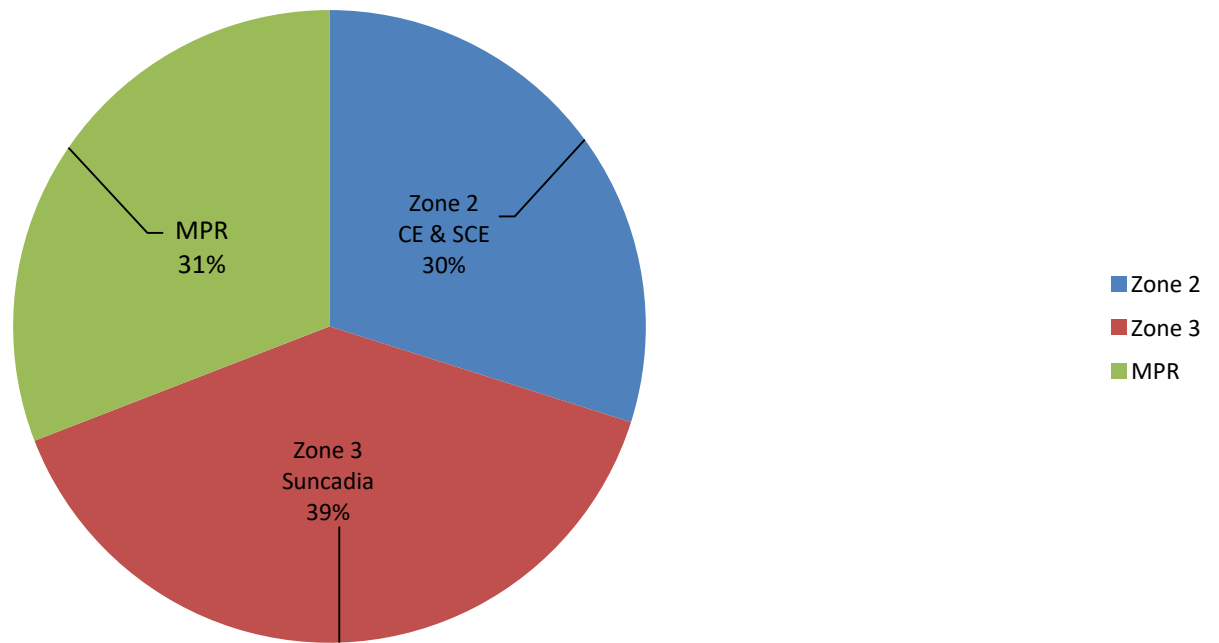








Percent of Flow - June



A. Consolidated Application: The Chairperson ~~from of~~ each Lodging Tax Advisory Committee ("LTAC"), or jurisdictional appointees if there is no LTAC, will review existing applications and draft a consolidated application, including instructions for applicants, which will include the pre-activity reporting requirements as set forth in RCW 67.28.1816(2)(a)-(b). The draft consolidated application will be forwarded to each municipality's LTAC (or other appointees if there is no LTAC) for review and comment. ~~The final consolidated application will be sent for approval by the legislative bodies for the Municipalities.~~ After approval, applicants for lodging tax grants will be required to submit applications to Kittitas the County, ~~for distribution.~~

- The grant application shall be reviewed, and any proposed changes to its format or hosting location/medium must be communicated to County staff no later than December of the preceding year.
- County staff will make reasonable efforts to accommodate these requests; however, any requests that exceed the capacity of the County IT Department may be deferred at staff's discretion.

D. Streamlined Application Review & Award Process

Review, Ranking and Recommendations by LTAC's. The County will compile and distribute all applications to the various funding jurisdictions for review by each LTAC (or appointee(s) if no LTAC) for review, ranking, and funding recommendation, which will then be processed as follows:

- a) Each jurisdiction's LTAC (or other) will review ~~every each~~ application and assign it a ~~numerical~~ rating based upon an agreed scoring system.
- b) Each jurisdiction's LTAC (or other) will rank the applications in order by score.
- c) Each jurisdiction's LTAC (or other) will produce a recommended funding level, considering each application in order of rank, and including any additional comments which provide insight into the respective funding decision. If any applications are disqualified, an explanation shall be provided ~~explaining the reason.~~
- d) The ratings, rankings, and recommendations from each LTAC (or other) will be submitted to the County.

e) All participants in the Lodging Tax grant process must adhere to the agreed-upon grant scoring methodology and meet deadlines for submission.

f) Failure to meet either either of these requirements deadlines will result in the forfeiture of the participant's ability to score the applications relevant to that grant cycle and participate in the presentation meeting and voting process. The participants contribution to the consolidated pool will remain for allocation based on the scoring from the compliant participant submissions.

2) LTAC Work Group Review. The County will compile the ratings, rankings, and recommendations ~~into a master list based on averages~~ along with the applications and submit them to a combined county-wide LTAC work group which will be comprised of three members from the LTAC of each participating municipality (or appointees if there is no LTAC) for consideration. The County will act as

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Chair of the work group. After submission:

- a. The work group will hold a public meeting where it will provide an opportunity for applicants to make a presentation before the work group and answer any questions from work group members.
- b. The work group will review the recommendations, deliberate publicly, and make final recommendations based upon the master list. All decisions will be made by simple majority vote. In the event of a tie vote, the application or motion will be deemed to have been rejected or failed, respectively.
- c. Any meeting

F. Streamlined Reimbursement Process. Municipalities and the eCounty will pool funds as outlined in Section 2.C of the coordinated funding process. Each municipality's contribution will be combined into a single pool, with all grant recipients receiving a portion of the total awards proportional to each municipality's percentage of the overall contribution. The county will review and distribute funds to recipients in accordance with their specific contract requirements. Grant reimbursement requests from
awardees will be sent to the County for review for consistency of the grant authorization and contract prior to issuing a reimbursement. Each participating entity's share will then be billed invoiced by
the County monthly to each respective municipality to the specific city according to each city's requirements. The municipality-city will then send
payment to the County to replenish the fund. The County will perform this service at no administrative cost to the other participants.

(New Section) H. All participating entities will share the administrative costs associated with providing staff support to the Consolidated Lodging Tax Process. Administrative costs would be shared proportional to each entities entity's total Consolidated Lodging Tax Contribution. For example, if the County contributed 70% of the consolidated "pool" funds then the county would bear the cost of 70% of the total administrative support for that year.

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AMENDMENT TO AN INTERLOCAL AGREEMENT BETWEEN KITTITAS
COUNTY AND THE CITIES OF ELLENSBURG, ROSLYN, AND CLE ELUM
FOR A CONSOLIDATED LODGING TAX GRANT PROCESS

This Agreement is made and entered into this ____ day of _____, 2025, by and between the cities of Ellensburg, Roslyn, and Cle Elum, Washington municipal corporations (the "Cities" or "City"), and Kittitas County, a political subdivision of the State of Washington (the "County") (collectively, "Municipalities").

WHEREAS, Ch. 67.28 RCW provides for the collection and use of lodging tax revenues by local jurisdictions subject to certain conditions as set forth therein; and

WHEREAS, the four municipalities in Kittitas County collect and distribute lodging taxes for tourism promotion through an application and grant process; and

WHEREAS, the four municipalities in Kittitas County entered into an Interlocal Agreement for such application and grant process in 2013; and

WHEREAS, each municipality wishes to amend said Interlocal Agreement as provided herein.

NOW, THEREFORE, it is hereby agreed as follows:

1. Section 2(A) (D 1,2) and (F) shall be amended to read as follows:

A. **Consolidated Application:** The Chairperson of each Lodging Tax Advisory Committee ("LTAC"), or jurisdictional appointees if there is no LTAC, will review existing applications and draft a consolidated application, including instructions for applicants, which will include the pre-activity reporting requirements as set forth in RCW 67.28.1816(2)(a)-(b). The draft consolidated application will be forwarded to each municipality's LTAC (or other appointees if there is no LTAC) for review and comment. After approval, applicants for lodging tax grants will be required to submit applications to Kittitas County.

- The grant application shall be reviewed, and any proposed changes to its format or hosting location/medium must be communicated to County staff no later than December of the preceding year.
- County staff will make reasonable efforts to accommodate these requests; however, any requests that exceed capacity may be deferred at staff's discretion.

D. Streamlined Application Review and Award Process.

Review, Ranking and Recommendations by LTAC's:

The County will compile and distribute all applications to the various funding jurisdictions for review by each LTAC (or appointee(s) if no LTAC) for review,

ranking, and funding recommendation, which will then be processed as follows:

- a. Each jurisdiction's LTAC (or other) will review every application and assign it a rating based upon an agreed scoring system.
- b. Each jurisdiction's LTAC (or other) will rank the applications in order by score.
- c. Each jurisdiction's LTAC (or other) will produce a recommended funding level, considering each application in order of rank, and including any additional comments which provide insight into the respective funding decision. If any applications are disqualified, an explanation shall be provided.
- d. The ratings, rankings and recommendations from each LTAC (or other) will be submitted to the County.
- e. All participants in the Lodging Tax grant process must adhere to the agreed-upon grant scoring methodology and meet deadlines for submission.
- f. Failure to meet either of these requirements will result in the forfeiture of the participant's ability to score the applications relevant to that grant cycle and participate in the presentation meeting and voting process. The participants contribution to the consolidated pool will remain for allocation based on the scoring from the compliant participant submissions.

- 2) **CLTAC Work Group Review.** The County will compile the ratings, rankings, and recommendations along with the applications and submit them to a combined county-wide CLTAC work group which will be comprised of three members from the LTAC of each participating municipality (or appointees if there is no LTAC) for consideration. The County will act as Chair of the work group. After submission:

- a. The work group will hold a public meeting where it will provide an opportunity for applicants to make a presentation before the work group and answer any questions from work group members.
- b. The work group will review the recommendations, deliberate publicly, and make final recommendations based upon the master list. All decisions will be made by simple majority vote. In the event of a tie vote, the application or motion will be deemed to have been rejected or failed respectively.

- F. **Streamlined Reimbursement Process.** Municipalities and the County will pool funds as outlined in Section 2(C) of the coordinated funding process. Each municipality's contribution will be combined into a single pool, with all grant recipients receiving a portion of the total awards proportional to each municipality's percentage of the overall contribution. The county will review and distribute funds to recipients in accordance with their specific contract requirements. Each participating entity's share will then be invoiced by the County monthly to each respective municipality. The municipality will then send payment to the County to replenish the fund.

2. Section 2(H) is hereby added to the agreement and reads as follows:

- H. All participating entities will share the administrative costs associated with providing staff support to the Consolidated Lodging Tax Process. Administrative costs would be shared proportional to each entity's total Consolidated Lodging Tax Contribution. For example, if the County contributed 70% of the consolidated "pool" funds then the county would bear the cost of 70% of the total administrative support for that year.

3. All other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CITY OF ELLENSBURG

KITTITAS COUNTY

Mayor

Chairman

Attest

Vice-Chairman

City Clerk

Commissioner

Approved as to form:

Attest:

City Attorney

Clerk of the Board

CITY OF ROSLYN

Approved as to form:

Mayor

Prosecuting Attorney

CITY OF CLE ELUM

Mayor

Proposed Cemetery Rules

As recommended by the Cemetery Committee

1. Hours of Operation:

The cemetery is open daily from dawn to dusk.

2. Prohibited Items:

Glass items, including glass vases, are not permitted within the cemetery. The City of Cle Elum recommends the use of non-breakable containers and decorations.

3. Maintenance Requirements:

Decorations or items that interfere with the regular maintenance of cemetery grounds are not allowed.

4. Live Plants and Flowers:

Please maintain any live flowers or plants placed at gravesites. Dead or unmaintained items will be subject to removal by cemetery staff.

5. Pets:

Dogs are not permitted on cemetery grounds.

6. Caretaker Authority:

The cemetery caretaker is authorized to remove any items that interfere with maintenance activities or that are dead, damaged, or unsightly in appearance.

7. Annual Spring Cleanup:

The City will conduct an annual two-week spring cleanup. Any items that impede maintenance during this time will be removed. We kindly ask that you remove or reposition any decorations to avoid disposal. Items may be returned to gravesites following the cleanup period.

8. Volunteer Days:

The City will schedule and post volunteer cleanup and maintenance days throughout the year. Participation is encouraged and appreciated.

Cemetery Signage

Cemetery Map

Sign Typology Illustration



Figure 9: Sign Typology

1. Signage should follow wayfinding standards already established by the council.
2. Map of Cemetery with QR code to GPS find grave sites

**CITY OF CLE ELUM
WASHINGTON
RESOLUTION NO. 2025-016**

**A RESOLUTION OF THE CITY OF CLE ELUM, WASHINGTON
ACCEPTING BIDS FOR THE OFFICIAL NEWSPAPER AND
DESIGNATING THE NORTHERN KITTITAS COUNTY TRIBUNE AS
THE OFFICIAL NEWSPAPER FOR THE DATES OF AUGUST 1, 2025,
TO JULY 31, 2026.**

WHEREAS, the City is required by RCW to solicit annual bids for an Official City Newspaper for publication of certain legal notices and bid requests; and

WHEREAS, the City published a Notice of Invitation to Bid on July 24th and July 31st, 2025; and;

WHEREAS, the City desires to accept the bid and designate the NKC Tribune as the Official City Newspaper for August 1, 2025, through July 31, 2026.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLE
ELUM WASHINGTON AS FOLLOWS:**

Section 1. The NKC Tribune is accepted as responsive.

Section 2. The NKC Tribune is designated as the City's Official Legal Newspaper.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF THE 12th DAY OF
AUGUST 2025.**

CITY OF CLE ELUM

Matthew Lundh, Mayor

ATTEST/AUTHENTICATED:

Debbie Lee, City Clerk

Approved as to form:

Curtis Chambers, City Attorney

Filed with the City Clerk:
Passed by the City Council:
Resolution No.: 2025-016
Date Posted:

City of Cle Elum
119 W. First Street
Cle Elum, WA 98922

August 6, 2025

“Official Newspaper Bid” – for August 1, 2025 - July 31, 2026

To the City of Cle Elum,

Thank you for this opportunity to renew the longstanding partnership between the City of Cle Elum and the **Northern Kittitas County Tribune** for the services provided as the official newspaper of record for publishing legal notices.

As the only newspaper headquartered in Cle Elum with a strong content focused on serving primarily the Upper Kittitas County region, we continue to provide the most concentrated readership within the City of Cle Elum's constituency. (Of our average 2,300 paid circulation, 60% of those copies are purchased locally by Cle Elum residents and visitors. Another 770 are in the hands of Kittitas County residents, and 400 are sent outside the county to people who also own property here.) The long history of placing notices in the local **TRIBUNE** – for most of the **72 years** this newspaper has existed – has established an expectation for local citizens, as well as out-of-area property owners who subscribe, seeking information presented in public notices to find them in this newspaper.

The **TRIBUNE** continues to offer a reduced price for publishing public legal notices compared to our regular open rates. You will receive the reduced rate of

\$11.00 per column inch for First insertion date

\$10.00 per column inch for Subsequent insertions of the same legal notice
your in-print notices are also published free online at WAPublicNotices.com.

To publish your legal notices ONLINE ONLY, there will be a flat \$20 fee charged.

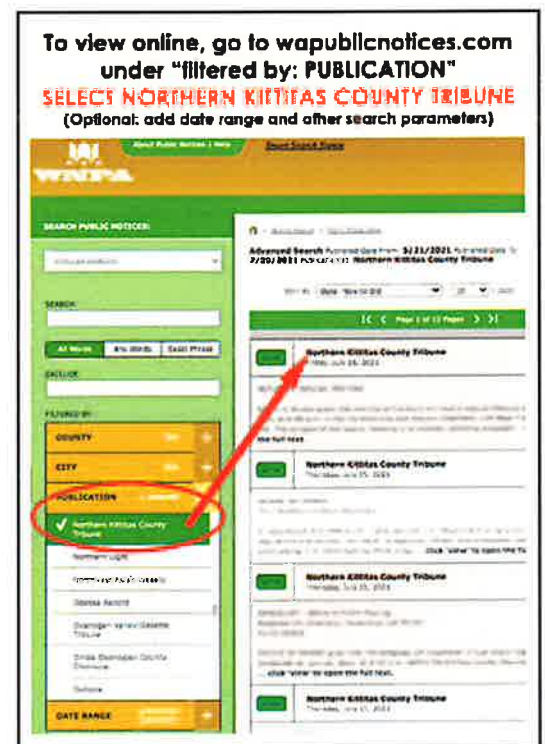
As added value, we leverage our membership in the Washington State Newspaper Publishers Association to post all weekly legal notices run with us to a searchable online central database for all Washington state member papers' public notices. We cover the costs of these placements (annual dues and per-notice fees), at no additional charge to our legal notice customers for this valuable add-on service. Please visit **WAPublicNotices.com** to view the site for yourself. (see illustration at right)

Public Notices are a priority with us, and we make every effort to accommodate them, even extending our regular deadline from 12 noon to 6:00 PM on Tuesday for all legal notices. **On Tuesday meeting nights, notices sent to us before 10:00 PM will be published in that Thursday's edition.** Confirmation of receipt is returned on every e-mail submitted notice, and affidavits of publication are provided along with final billing.

Our weekly publication schedule works well with your regular twice monthly Council meetings. Occasionally a time-sensitive critical notice comes in after deadline, and your staff knows we make every effort to get them published in a timely manner. As an added benefit to the citizenry who already receive the **TRIBUNE**, no need to also spring for a more expensive out-of-town newspaper subscription just to get the public notices they expect to see in their hometown paper.

These are just a few of examples of ways that sticking with the **TRIBUNE** adds benefits that go way beyond the bid, and we appreciate your tradition of looking at the big picture. As stewards of the City of Cle Elum yourselves, we share in our stewardship of recording Cle Elum's heritage. Thank you for your consideration of the **Northern Kittitas County TRIBUNE** continuing as the “Official Newspaper” for the City of Cle Elum.

Jana E. Stoner, Publisher



INFORMATION / BACKGROUND

In 2018, the Washington legislature passed a law which, in part, required cities with business licenses and local B&O taxes to develop and adopt a model ordinance for business licensing.¹ Among other requirements, the model ordinance needed to include a minimum threshold exemption to establish when out-of-town businesses were required to be licensed. As a result, the model ordinance exempted business license fees for businesses whose annual value of gross proceeds of sales, or gross income of the business in the city was equal to or less than \$2,000, and who did not maintain a place of business in the city. Cities are allowed to enact a higher threshold above \$2,000. In compliance with the state law, Cle Elum enacted Ordinance 1509 on October 9, 2018, setting the minimum threshold at \$5,000, and the minimum threshold exemption became effective January 1, 2019.

In 2024, the Association of Washington Cities (AWC) and a workgroup of cities reviewed and updated the minimum threshold exemption. The update would make a one-time increase to a higher threshold to \$4,000 for out-of-city businesses from the current \$2,000 threshold, effective January 1, 2026. This increase does not require a change to the Cle Elum minimum threshold amount, set at \$5,000.

In addition to the one-time increase, other changes include:

- Every four years after 2026, the threshold will automatically increase based on cumulative inflation.
- The rates of inflation will be calculated using the Consumer Price Index-U (CPI-U) Western for June of each year compared to the previous year for the previous four years.
- The rate of inflation will be calculated as zero in any year in which inflation is negative and capped at 5% per year or 20% over four years if inflation exceeds these amounts.
- To make the threshold easier to administer, the cumulative inflation amount will be rounded to the nearest \$100.

Deadlines for adoption by cities with business licenses.

Cities with a business license must adopt the updated minimum threshold and planned increases by January 1, 2026. However, cities that partner with the state's Business Licensing Service (BLS) for business licensing administration have a deadline of October 17, 2025, because the cities must provide 75-day notice to BLS of any changes to their business licenses, including mandatory changes. Therefore, the last Council meeting in which the business license code updates required by the state can be adopted is October 14, 2025.

¹ Chapter 35.90 RCW.

CITY OF CLE ELUM
WASHINGTON
ORDINANCE NO. 1702

**AN ORDINANCE OF THE CITY OF CLE ELUM,
WASHINGTON, AMENDING SECTION 5.02.010 OF THE
CLE ELUM MUNICIPAL CODE TO REFLECT THE
UPDATED MINIMUM BUSINESS THRESHOLD
INCREASES FOR BUSINESS LICENSES IN COMPLIANCE
WITH STATE LAW; PROVIDING FOR SEVERABILITY;
AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City of Cle Elum maintains its Business License Code at Chapter 5.02 of the Cle Elum Municipal Code (“CEMC”); and

WHEREAS, pursuant to the Revised Code of Washington (“RCW”) 35.90.080, the cities of Washington State, collaborating through the Association of Washington Cities (“AWC”), developed a model ordinance of general business license requirements, which the cities were required to adopt by January 1, 2019 (the “Model Ordinance”); and

WHEREAS, the Model Ordinance includes mandatory provisions that all cities must impose as general business license requirements, including a uniform minimum licensing threshold under which a business is relieved of the requirement to obtain a general business license (the “Minimum Threshold”); and

WHEREAS, the City incorporated the mandated provisions of the Model Ordinance in Ordinance 1509, effective January 1, 2019; and

WHEREAS, AWC and a workgroup of cities reviewed and updated the Minimum Threshold, including establishing a schedule of increases to the threshold, in 2024, which updates must be implemented by Washington cities which have adopted the Model Ordinance by January 1, 2026; and

WHEREAS, the City Council deems it in the public interest to adopt this Ordinance and update its code as set forth herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLE ELUM, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. CEMC 5.02.010 (“Business license required”), Amended. Cle Elum Municipal Code Section 5.02.010 is hereby amended to read as follows:

CEMC 5.02.010 Business License Required

- A. All persons, firms, and corporations, excepting wholesalers, engaging in business or practicing any profession in the city, shall first secure a license to do so and pay a city license fee as provided in this chapter except as expressly exempt under this chapter.
- B. For purposes of the license required by this chapter, any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than ~~five thousand dollars~~ the amount set forth in CEMC 5.02.010(B)(1)(a) and who does not maintain a place of business within the city shall submit a business license registration to the city clerk or designee, but be exempt from the fee therefor. The threshold does not apply to regulatory license requirements or activities that require a specialized permit.

1. Exemption Amount. The gross proceeds or gross income of a business for the purposes of an exemption under CEMC 5.02.010(B) shall be no greater than \$5,000. This exemption amount shall be adjusted periodically as follows:

- a. This threshold amount will be adjusted every forty-eight (48) months, on January 1, by an amount equal to the increase in the Consumer Price Index (“CPI”) for “West Urban, All Urban Consumers” (CPI-U) for each 12-month period ending on June 30, as published by the United States Department of Labor Bureau of Labor Statistics or successor agency.
- b. To calculate this adjustment, the current rate will be multiplied by one plus the cumulative four-year (forty-eight (48) month) CPI increase using each 12-month period ending on June 30 of each prior year and rounded to the nearest \$100. However, if any of the annual CPI increases are more than five percent (5%), a five percent (5%) increase will be used in computing the annual basis and if any of the annual CPI decreased during the forty-eight (48) month period, a zero percent (0%) increase will be used in computing the annual basis.

Section 2. Severability. Should any portion of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE _____ DAY OF _____, 2025.

CITY OF CLE ELUM

Matthew Lundh, Mayor

ATTEST/AUTHENTICATED:

Debbie Lee, City Clerk

Approved as to form:

Curtis J. Chambers, City Attorney

Filed with the City Clerk:

Passed by the City Council:

Date of Publication:

Effective Date:

CITY OF CLE ELUM
Chief of Police

**AGENDA STAFF
REPORT**

AGENDA DATE: 08/12/25

ACTION REQUESTED: Allow the Police Department to surplus the 2013 unmarked Tahoe.

BACKGROUND: As you know, I have been speaking during council meetings about the difficulty we are having with the older vehicles in our fleet. The Tahoe was supposed to be a “travel” vehicle as opposed to a fully marked back-up that is patrol ready.

Due to other mechanical issues in our fleet, I gave up the newly purchased vehicle I was driving as my patrol vehicle. It was Patrol ready, so I assigned it to patrol and took the Tahoe. Within weeks, it had a significant engine failure that would cost far more to fix than the value of the vehicle.

This vehicle no longer holds value to the Police Department. With your approval I plan to surplus the vehicle and sell it where appropriate.

RECOMMENDATION: Allow the Mayor to sign the resolution approving the Police Department to surplus the Tahoe in question.

ATTACHMENTS:

LEAD STAFF: Chief Rich Albo

CITY OF CLE ELUM
WASHINGTON
RESOLUTION NO. 2025-017

A RESOLUTION PROVIDING FOR THE DISPOSAL OF CERTAIN INVENTORY ITEMS:

- **Police Vehicles**
 - 2013 Chevrolet Tahoe
 - VIN: 1GNSK2E05DR340969
 - Inv.740 iPhone 11 white 64 GB Serial #FFWFQ9PTN72K PW (broken)
 - Inv.748 iPhone 11 white 64 GB Serial #FFWFL67DN72K PW (broken)

WHEREAS certain items of equipment belonging to the City of Cle Elum Police Department are obsolete, no longer used by the city or damaged.

WHEREAS the value, obsolescence, and condition of these items of inventory make it impractical to trade the same in the future purchase of new inventory items. It would be in the best interest of the city to dispose of the same in a manner that will be to the best advantage to the City of Cle Elum.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cle Elum as follows:

1. Based on the findings and recommendations of the city, the items of inventory for said City as shown attached hereto, are declared to be surplus to the foreseeable needs of the city.
2. That it is deemed to be for the common benefit of the residents of said City to depose of said inventory.
3. That the City Public Works Director is authorized to dispose of items attached in a manner that will be to the best advantage to the City of Cle Elum

Passed by the City Council and approved by the Mayor on the 12th day of August 2025.

CITY OF CLE ELUM

Matthew Lundh, Mayor

ATTEST/AUTHENTICATED:

Debbie Lee, City Clerk

Approved as to form:

Curtis Chambers, City Attorney

Filed with the City Clerk:
Resolution No: 2025-017

Passed by the City Council:
Date Posted:

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number: 25108E

Firm/Organization Legal Name (do not use dba's): HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)		
Address 2803 RIVER ROAD, YAKIMA, WA 98902	Federal Aid Number HSIP-000S(717)	
UBI Number 60017737	Federal TIN or SSN Number 91-1237188	
Execution Date	Completion Date December 31, 2028	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No	
Project Title Signalized Intersection Safety Improvements - W First Street and Hartwig Boulevard		
Description of Work Install signal upgrades including protected/permitted left-turn phasing, radar detection, visibility enhancements, ADA upgrades, and other miscellaneous improvements.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Total Amount Authorized: \$ 32,500.00 Management Reserve Fund: \$ 0.00 Maximum Amount Payable: \$ 32,500.00

Index of Exhibits

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

Agreement Number: 25108E

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

Agreement Number: 25108E

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

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

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

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

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

If to AGENCY:

Name: Robert Omans
Agency: City of Cle Elum
Address: 119 West First Street
City: Cle Elum State: WA Zip: 98922
Email: romans@cleelum.gov
Phone: (509) 674-2252
Facsimile: N/A

If to CONSULTANT:

Name: Benjamin A. Annen, PE
Agency: HLA Engineering and Land Surveying
Address: 2803 River Road
City: Yakima State: WA Zip: 98902
Email: bannen@hlacivil.com
Phone: (509) 966-7000
Facsimile: N/A

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

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

Agreement Number: 25108E

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

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

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Rob Omans
Agency: City of Cle Elum
Address: 119 West First Street
City: Cle Elum State: WA Zip: 98922
Email: romans@cleelum.gov
Phone: (509) 674-2262
Facsimile: N/A

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

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XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

Project No. 25108E

SEE ATTACHED EXHIBIT A.

Agreement Number: 25108E

HLA Engineering and Land Surveying, Inc. (HLA)

1.0 Project Management

- 1.1 Perform management of overall PROJECT delivery and PROJECT controls.
- 1.2 Plan and facilitate a PROJECT kickoff meeting to align expectations between the AGENCY and CONSULTANT.
- 1.3 Provide monthly status reports and invoices for the work performed.
- 1.4 Prepare and maintain the PROJECT schedule in conjunction with funding requirements and timelines, to be updated monthly or as otherwise requested by the AGENCY.
- 1.5 Maintain PROJECT files for AGENCY review.
- 1.6 Coordinate PROJECT reviews/approvals with controlling authorities, including the AGENCY, and Kittitas County serving as the Certification Acceptance (CA) agency, etc.

2.0 Funding Administration

- 2.1 Assist the AGENCY in the preparation of all documentation necessary to request funding authorization for subsequent phases after the design phase, as applicable.
- 2.2 Assist the AGENCY with the preparation of documents required by the funding agency, including updated cost estimates, scope of work descriptions, and PROJECT distribution of funds.
- 2.3 Assist AGENCY with review and preparation of funding agency contract forms and documents.
- 2.4 Assist AGENCY with contract requirements of the funding agency, including progress reports.
- 2.5 Assist AGENCY with funding agency reimbursement process, preparation of payment vouchers, and supporting documentation.

3.0 Environmental Coordination and Review

- 3.1 Prepare a National Environmental Policy Act (NEPA) Categorical Exclusion Documentation Form for review and approval by the controlling authority.

4.0 Design Engineering

- 4.1 Land Survey.
 - a. Request field locates from 811 Call Before You Dig to confirm existing utility horizontal locations. No excavations will occur by the CONSULTANT to determine vertical locations.
 - b. Conduct a topographic survey of the PROJECT area to complete design, plans, and specifications.
 - c. Review available plat maps, documents, and surveys to identify public right-of-way widths, easements, and other identified encumbrances. No title reports are anticipated to be ordered. If required, title reports will be ordered by CONSULTANT and paid for by the AGENCY.

Exhibit A - Continued Scope of Work

- 4.2 30% Plans and Estimate.
- Perform field investigations necessary to design the identified improvements.
 - Prepare and provide 30% plans and a cost estimate of improvements for review and comment by the AGENCY.
 - Perform review of public and private utilities within project limits, including AGENCY stormwater, domestic water, sanitary sewer, fiber optic lines, and any other apparent utilities to determine general locations and size of facilities.
 - Notify private utilities of pending improvements and advise of the PROJECT schedule.
 - Attend up to one (1) meeting with the AGENCY to address technical aspects of the work related to the scope, design, and schedule of the PROJECT.
- 4.3 60% Plans and Estimate.
- Attend a review meeting with the AGENCY to address and resolve 30% review comments and address technical aspects of the work related to the scope, design, and schedule of the PROJECT.
 - Prepare and provide 60% plans and a cost estimate of improvements for review and comment by the AGENCY.
- 4.4 90% Plans, Specifications, and Estimate.
- Attend a review meeting with the AGENCY to address and resolve 60% review comments.
 - Prepare and provide 90% plans, specifications, and a cost estimate of improvements for review and comment by the AGENCY.
- 4.5 Final Plans, Specifications, and Estimate
- Attend a review meeting with the AGENCY to address and resolve 90% review comments.
 - Address AGENCY review comments, then update and provide final plans, specifications, and a cost estimate of improvements for review and concurrence by the AGENCY. Provide final plans and specifications to the AGENCY in PDF format suitable for printing and use at the time of bid advertisement.
 - Perform quality assurance and quality control review of all final documents.
 - Provide two (2) printed copies of contract documents to the AGENCY.
 - Prepare advertisement for bids. Coordinate with AGENCY on the number and location of publications and submit the advertisement to the selected publication(s) on behalf of the AGENCY. All advertising fees are to be paid by the AGENCY.
- 4.6 Following is the proposed sheet list:

Plan Sheets	Comment
Cover Sheet	
Legend and General Notes	
Typical Roadway Sections	
Class 'A' Signing Plans	
Traffic Control Plans	Flagging, detours, etc.
Demolition Plans	
TESC Plans	1"=40' Scale
Plan and Profile	
Electrical Plans	Pedestrian push buttons
Pavement Marking and Signing Plan	

Exhibit A - Continued Scope of Work

Plan Sheets	Comment
Curb Ramp Plans	
Details	AGENCY, storm, sewer, water, irrigation, etc.

5.0 Bidding Support

- 5.1 Post bid documents to HLA website and notify the AGENCY, funding agency, approving authority(ies), utility companies, and plan centers of the PROJECT posting.
- 5.2 Create and maintain a planholder list and post to HLA website.
- 5.3 Answer questions and/or supply information as requested by prospective bidders.
- 5.4 Prepare and issue addenda to contract documents, if necessary.
- 5.5 Participate in the bid opening, evaluate bids, prepare bid tabulation, and make a recommendation for award.

Assumptions

1. Work does not include design for, replacement of, or relocation of existing utilities.
2. All improvements shall be accommodated within the existing public right-of-way/easements.
3. Existing poles, span wires, and signal heads will be utilized. Work does not include installation of new signal poles or mast arms.
4. It is anticipated that the CONSULTANT will prepare one (1) complete set of plans and specifications for one bid call; additional bid packages will be billed as additional services.
5. Project is SEPA exempt per WAC 197 11 800
6. Cultural Resource Survey (CRS) is not anticipated due to the nature of work. If a CRS is required, it will be contracted as additional services.
7. WSDOT will perform the signal work including adjusting detection type, reprogramming signal timing as necessary, and reprogramming signal phase(s) as necessary.

Exhibit B
DBE Participation

None Required.

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Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Topographic survey performed by HLA Engineering and Land Surveying, Inc. On file at CONSULTANT's office.

B. Roadway Design Files

AutoCAD Civil 3D. On file at CONSULTANT's office.

C. Computer Aided Drafting Files

AutoCAD Civil 3D. On file at CONSULTANT's office.

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D. Specify the Agency's Right to Review Product with the Consultant

The Agency will review the product as described in Exhibit A - Scope of Work.

E. Specify the Electronic Deliverables to Be Provided to the Agency

Contract Documents.

F. Specify What Agency Furnished Services and Information Is to Be Provided

1. Provide full information as to AGENCY requirements of the PROJECT.
2. Assist CONSULTANT by placing at their disposal all available information pertinent to the PROJECT, including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the PROJECT.
3. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by CONSULTANT and provide written decisions within a reasonable time as not to delay the work of CONSULTANT.
4. Obtain approval of all governmental authorities with jurisdiction over the PROJECT and approvals and consents from other individuals or bodies as necessary for completion of the PROJECT. Pay for review fees and costs associated with obtaining such approvals.
5. Review and pay for PROJECT bid advertisement costs.
6. Review and process all environmental processes required for the PROJECT.
7. Review and process all federal funding reimbursement requests.

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II. Any Other Electronic Files to Be Provided

On file at CONSULTANT's office.

III. Methods to Electronically Exchange Data

Email, thumb drive, Microsoft OneDrive administered through the CONSULTANT's office, or other FTP site software.

A. Agency Software Suite

Microsoft products and/or Bluebeam Revu.

B. Electronic Messaging System

Microsoft exchange and Outlook.

C. File Transfers Format

.docx, .xlsx, .pdf, and .dwg

Exhibit D

Prime Consultant Cost Computations

See attached Exhibit D (ANTE Table) and D-1 (Fee Determination).

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Exhibit D

Direct (RAW) Labor
Actuals Not To Exceed Table (ANTE)

Project Name	
HLA Engineering and Land Surveying, Inc. 2803 River Road Yakima, WA 98902	
Job Classifications	Direct (RAW) Labor Hourly Rate NTE
Senior Principal Engineer	\$138.00
Licensed Principal Engineer	\$113.00
Licensed Principal Land Surveyor	\$115.00
Director of Engineering, Construction	\$112.00
Licensed Professional Engineer	\$90.00
Licensed Professional Land Surveyor	\$84.00
Supervisors - Construction, Planning	\$78.00
Resident Engineer (I-II)	\$71.00
Planner (I-III)	\$73.00
CAD Technician (I-II)	\$54.00
Surveyor (I-II)	\$62.00
Project Engineer (I-II)	\$61.00
Administrative (I-III)	\$62.00
Contract Administrator (I-III)	\$58.00
Engineering Technician (I-III)	\$52.00
Indirect Cost Rate (ICR) Effective July 1, 2025 to June 30, 2026	122.18
Fixed Fee Percentage on Direct (RAW) Labor and ICR	15%

Exhibit D-1

Consultant Fee Determination - Summary Sheet
(Cost Plus Fixed Fee)

Signalized Intersection Safety Improvements at W First St. and Hartwig Blvd.

Project Role		Principal in Charge	Project Manager														Total Labor Hours	Total Labor Dollars
Employee Classification		Senior Principal Engineer	Licensed Principal Engineer	Licensed Principal Land Surveyor	Director of Engineering, Construction	Licensed Professional Engineer	Licensed Professional Land Surveyor	Project Engineer (I-III)	Supervisors - Construction, Planning	Contract Administrator (I-III)	Resident Engineer (I-II)	Planner (I-III)	CAD Technician (I-II)	Surveyor (I-II)	Engineering Technician (I-III)	Administrative (I-III)		
Direct Labor Rate Used		\$138.00	\$113.00	\$115.00	\$112.00	\$90.00	\$84.00	\$61.00	\$78.00	\$58.00	\$71.00	\$73.00	\$54.00	\$62.00	\$52.00	\$62.00		
1	Project Management	1	0	0	13	0	1	7	0	0	0	0	0	0	0	4	26	\$2,353.00
1.1	Project Management and Controls	1			6												7	\$810.00
1.2	Project Team Kickoff Meeting				1		1	1									3	\$257.00
1.3	Monthly reports & invoices				4											4	8	\$696.00
1.4	Prepare and maintain monthly schedule							4									4	\$244.00
1.5	Maintain project files				2												2	\$224.00
1.6	Coordinate project reviews/approvals							2									2	\$122.00
2	Funding Administration	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	4	\$244.00
2.1	Assist in preparation and/or review of documentation							4									4	\$244.00
3	Environmental Coordination and Review	0	0	0	1	0	0	8	0	0	0	0	0	0	0	0	9	\$600.00
3.1	Prepare NEPA documentation				1			8									9	\$600.00
4	Design Engineering	1	0	0	8	0	8	70	0	6	0	0	0	32	0	0	125	\$8,308.00
4.1	Survey						8	6						32			46	\$3,022.00
4.2	30% Plans & Estimate				2			16									18	\$1,200.00
4.3	60% Plans & Estimate				2			16									18	\$1,200.00
4.4	90% Plans, Specs, and Estimate				2			16		3							21	\$1,374.00
4.5	Final Plans, Specs, and Estimate	1			2			16		3							22	\$1,512.00
5	Bidding Support	0	0	0	1	0	0	3	4	5	0	0	0	0	0	0	13	\$897.00
5.1	Create and maintain planholder list								1	1							2	\$136.00
5.2	Address questions from prospective bidders							1									1	\$61.00
5.3	Prepare addenda							1	1	2							4	\$255.00
5.4	Participate in bid opening and award process				1			1	2	2							6	\$445.00
Task Total Hours		2	0	0	23	0	9	92	4	11	0	0	0	32	0	4	177	
Task Total Direct Labor (DL)		\$276.00	\$0.00	\$0.00	\$2,576.00	\$0.00	\$756.00	\$5,612.00	\$312.00	\$638.00	\$0.00	\$0.00	\$0.00	\$1,984.00	\$0.00	\$248.00		\$12,402.00
															Indirect Cost Rate (ICR) Costs		122.18	\$15,152.76
															Fixed Fee on DL + ICR		15%	\$4,133.21
															Mileage:	303 Miles @ \$	0.70	\$212.10
															Scanner:	4 Hours @	150	\$600.00
Total Estimated Budget:																		\$32,500.00

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

None.

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Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____ AGENCY _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- ~~Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying~~
- ~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~

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Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)
whose address is
2803 RIVER ROAD, YAKIMA, WA 98902
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of AGENCY OFFICIAL

I hereby certify that I am the:

☒ AGENCY OFFICIAL

☐ Other

of the CITY OF CLE ELUM, and HLA ENGINEERING AND LAND SURVEYING or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Agreement Number: 25108E

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

~~Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying~~

~~The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:~~

- ~~1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.~~
- ~~2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.~~

~~This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.~~

~~The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.~~

~~Consultant (Firm Name)~~

~~Signature (Authorized Official of Consultant)~~

~~Date~~

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~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~

~~This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____^{*} are accurate, complete, and current as of _____^{**}.~~

~~This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.~~

~~Firm:~~

Signature	Title

~~Date of Execution***:~~

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

~~Exhibit H~~ ~~Liability Insurance Increase~~

~~To Be Used Only If Insurance Requirements Are Increased~~

~~The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$~~ -

~~The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$~~ -

~~Such insurance coverage shall be evidenced by one of the following methods:~~

- ~~• Certificate of Insurance.~~
- ~~• Self insurance through an irrevocable Letter of Credit from a qualified financial institution.~~

~~Self insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.~~

~~Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.~~

~~If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.~~

~~Notes: Cost of added insurance requirements: \$~~ -

- ~~• Include all costs, fee increase, premiums.~~
- ~~• This cost shall not be billed against an FHWA funded project.~~
- ~~• For final contracts, include this exhibit.~~

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Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

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Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

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Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

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Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

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Firm/Organization Legal Name (do not use dba's): HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)		
Address 2803 RIVER ROAD, YAKIMA, WA 98902	Federal Aid Number STBGR-Z919(004)	
UBI Number 60017737	Federal TIN or SSN Number 91-1237188	
Execution Date	Completion Date December 31, 2028	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No	
Project Title First Street and Oakes Avenue Resurfacing		
Description of Work Mill and overlay on First Street from Oakes Avenue to Peoh Avenue, and along Oakes Avenue from First Street to Second Street, and pavement markings.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Total Amount Authorized: \$ 94,090.00 Management Reserve Fund: \$ 0.00 Maximum Amount Payable: \$ 94,090.00

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

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

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

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

If to AGENCY:

Name: Robert Omans
Agency: City of Cle Elum
Address: 119 West First Street
City: Cle Elum State: WA Zip: 98922
Email: romans@cleelum.gov
Phone: (509) 674-2252
Facsimile: N/A

If to CONSULTANT:

Name: Benjamin A. Annen, PE
Agency: HLA Engineering and Land Surveying
Address: 2803 River Road
City: Yakima State: WA Zip: 98902
Email: bannen@hlacivil.com
Phone: (509) 966-7000
Facsimile: N/A

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

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

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V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. **Fixed Fee:** The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. **Management Reserve Fund (MRF):** The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. **Monthly Progress Payments:** The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

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

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Rob Omans
Agency: City of Cle Elum
Address: 119 West First Street
City: Cle Elum State: WA Zip: 98922
Email: romans@cleelum.gov
Phone: (509) 674-2262
Facsimile: N/A

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

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XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

Project No. 25109E

SEE ATTACHED EXHIBIT A.

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HLA Engineering and Land Surveying, Inc. (HLA)

1.0 Project Management

- 1.1 Perform management of overall PROJECT delivery and PROJECT controls.
- 1.2 Plan and facilitate a PROJECT kickoff meeting to align expectations between the AGENCY and CONSULTANT.
- 1.3 Provide monthly status reports and invoices for the work performed.
- 1.4 Prepare and maintain the PROJECT schedule in conjunction with funding requirements and timelines, to be updated monthly or as otherwise requested by the AGENCY.
- 1.5 Maintain PROJECT files for AGENCY review.
- 1.6 Coordinate PROJECT reviews/approvals with controlling authorities, including the AGENCY, and Kittitas County serving as the Certification Acceptance (CA) agency, etc.

2.0 Funding Administration

- 2.1 Assist the AGENCY in the preparation of all documentation necessary to request funding authorization for subsequent phases after the design phase, as applicable.
- 2.2 Assist the AGENCY with the preparation of documents required by the funding agency, including updated cost estimates, scope of work descriptions, and PROJECT distribution of funds.
- 2.3 Assist AGENCY with review and preparation of funding agency contract forms and documents.
- 2.4 Assist AGENCY with contract requirements of the funding agency, including progress reports.
- 2.5 Assist AGENCY with funding agency reimbursement process, preparation of payment vouchers, and supporting documentation.

3.0 Environmental Coordination and Review

- 3.1 Prepare a National Environmental Policy Act (NEPA) Categorical Exclusion Documentation Form for review and approval by the controlling authority.

4.0 Design Engineering

- 4.1 Land Survey.
 - a. Request field locates from 811 Call Before You Dig to confirm existing utility horizontal locations. No excavations will occur by the CONSULTANT to determine vertical locations.
 - b. Conduct a topographic survey of the PROJECT area to complete design, plans, and specifications.
 - c. Review available plat maps, documents, and surveys to identify public right-of-way widths, easements, and other identified encumbrances. No title reports are anticipated to be ordered. If required, title reports will be ordered by CONSULTANT and paid for by the AGENCY.

- 4.2 Design Documentation Package
 - a. Develop, compile, and assemble applicable design documentation to satisfy WSDOT Design Documentation Package (DDP) requirements (see WSDOT Design Manual Chapter 300). It is assumed the following documents will need development:
 - i. Combined Design Approval/Project Development Memorandum
 - ii. Summary of Design
 - iii. Design Parameters Sheets
 - iv. Pavement Design Report (or Resurfacing Report)
 - v. Hydraulics Report
- 4.3 30% Plans and Estimate.
 - a. Perform field investigations necessary to design the identified improvements.
 - b. Prepare and provide 30% plans and a cost estimate of improvements for review and comment by the AGENCY.
 - c. Perform review of public and private utilities within project limits, including AGENCY stormwater, domestic water, sanitary sewer, irrigation, fiber optic lines, and other apparent utilities to determine general locations and size of facilities.
 - d. Notify private utilities of pending improvements and advise of the PROJECT schedule.
 - e. Attend up to one (1) meeting with the AGENCY to address technical aspects of the work related to the scope, design, and schedule of the PROJECT.
- 4.4 60% Plans and Estimate.
 - a. Attend a review meeting with the AGENCY to address and resolve 30% review comments and address technical aspects of the work related to the scope, design, and schedule of the PROJECT.
 - b. Prepare and provide 60% plans and a cost estimate of improvements for review and comment by the AGENCY.
- 4.5 90% Plans, Specifications, and Estimate.
 - a. Attend a review meeting with the AGENCY to address and resolve 60% review comments.
 - b. Prepare and provide 90% plans, specifications, and a cost estimate of improvements for review and comment by the AGENCY.
- 4.6 Final Plans, Specifications, and Estimate
 - a. Attend a review meeting with the AGENCY to address and resolve 90% review comments.
 - b. Address AGENCY review comments, then update and provide final plans, specifications, and a cost estimate of improvements for review and concurrence by the AGENCY. Provide final plans and specifications to the AGENCY in PDF format suitable for printing and use at the time of bid advertisement.
 - c. Perform quality assurance and quality control review of all final documents.
 - d. Provide two (2) printed copies of contract documents to the AGENCY.
 - e. Prepare advertisement for bids. Coordinate with AGENCY on the number and location of publications and submit the advertisement to the selected publication(s) on behalf of the AGENCY. All advertising fees are to be paid by the AGENCY.

4.7 Following is the proposed sheet list:

Plan Sheets	Comment
Cover Sheet	
Legend and General Notes	
Typical Roadway Sections	
Class 'A' Signing Plans	
Traffic Control Plans	Flagging, detours, etc.
Planing Plans	
TESC Plans	1"=40' Scale
Plan and Profile	
Pavement Marking Plan	
Details	AGENCY, storm, sewer, water, etc.

5.0 Bidding Support

- 5.1 Post bid documents to HLA website and notify the AGENCY, funding agency, approving authority(ies), utility companies, and plan centers of the PROJECT posting.
- 5.2 Create and maintain a planholder list and post to HLA website.
- 5.3 Answer questions and/or supply information as requested by prospective bidders.
- 5.4 Prepare and issue addenda to contract documents, if necessary.
- 5.5 Participate in the bid opening, evaluate bids, prepare bid tabulation, and make a recommendation for award.

Assumptions

- 1. Work does not include design for, replacement of, or relocation of existing utilities.
- 2. All curb ramps along the corridor were reconstructed as part of the First Street Downtown Revitalization project and are not planned for any modifications as part of this project.
- 3. All improvements shall be accommodated within the existing public right-of-way/easements. No work will be accomplished beyond the curb lines of the roadway prism.
- 4. Assume the DDP will be developed as Combined Design Approval/Project Development per WSDOT Design Manual 300.04(1)(c).
- 5. It is anticipated that the CONSULTANT will prepare one (1) complete set of plans and specifications for one bid call; additional bid packages will be billed as additional services.
- 6. Project is SEPA exempt per WAC 197 11 800
- 7. Cultural Resource Survey (CRS) is not anticipated due to the nature of work. If a CRS is required, it will be contracted as additional services

None Required.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Topographic survey performed by HLA Engineering and Land Surveying, Inc. On file at CONSULTANT's office.

B. Roadway Design Files

AutoCAD Civil 3D. On file at CONSULTANT's office.

C. Computer Aided Drafting Files

AutoCAD Civil 3D. On file at CONSULTANT's office.

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D. Specify the Agency's Right to Review Product with the Consultant

The Agency will review the product as described in Exhibit A - Scope of Work.

E. Specify the Electronic Deliverables to Be Provided to the Agency

Contract Documents.

F. Specify What Agency Furnished Services and Information Is to Be Provided

1. Provide full information as to AGENCY requirements of the PROJECT.
2. Assist CONSULTANT by placing at their disposal all available information pertinent to the PROJECT, including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the PROJECT.
3. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by CONSULTANT and provide written decisions within a reasonable time as not to delay the work of CONSULTANT.
4. Obtain approval of all governmental authorities with jurisdiction over the PROJECT and approvals and consents from other individuals or bodies as necessary for completion of the PROJECT. Pay for review fees and costs associated with obtaining such approvals.
5. Review and pay for PROJECT bid advertisement costs.
6. Review and process all environmental processes required for the PROJECT.
7. Review and process all federal funding reimbursement requests.

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II. Any Other Electronic Files to Be Provided

On file at CONSULTANT's office.

III. Methods to Electronically Exchange Data

Email, thumb drive, Microsoft OneDrive administered through the CONSULTANT's office, or other FTP site software.

A. Agency Software Suite

Microsoft products and/or Bluebeam Revu.

B. Electronic Messaging System

Microsoft exchange and Outlook.

C. File Transfers Format

.docx, .xlsx, .pdf, and .dwg

Exhibit D

Prime Consultant Cost Computations

See attached Exhibit D (ANTE Table) and D-1 (Fee Determination).

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Exhibit D

Direct (RAW) Labor
Actuals Not To Exceed Table (ANTE)

Project Name	
HLA Engineering and Land Surveying, Inc. 2803 River Road Yakima, WA 98902	
Job Classifications	Direct (RAW) Labor Hourly Rate NTE
Senior Principal Engineer	\$138.00
Licensed Principal Engineer	\$113.00
Licensed Principal Land Surveyor	\$115.00
Director of Engineering, Construction	\$112.00
Licensed Professional Engineer	\$90.00
Licensed Professional Land Surveyor	\$84.00
Supervisors - Construction, Planning	\$78.00
Resident Engineer (I-II)	\$71.00
Planner (I-III)	\$73.00
CAD Technician (I-II)	\$54.00
Surveyor (I-II)	\$62.00
Project Engineer (I-II)	\$61.00
Administrative (I-III)	\$62.00
Contract Administrator (I-III)	\$58.00
Engineering Technician (I-III)	\$52.00
Indirect Cost Rate (ICR) Effective July 1, 2025 to June 30, 2026	122.18
Fixed Fee Percentage on Direct (RAW) Labor and ICR	15%

Exhibit D-1

Consultant Fee Determination - Summary Sheet
(Cost Plus Fixed Fee)

First Street and Oakes Avenue Resurfacing

Project Role		Principal in Charge	Project Manager														Total Labor Hours	Total Labor Dollars
Employee Classification		Senior Principal Engineer	Licensed Principal Engineer	Licensed Principal Land Surveyor	Director of Engineering, Construction	Licensed Professional Engineer	Licensed Professional Land Surveyor	Project Engineer (I-III)	Supervisors - Construction, Planning	Contract Administrator (I-III)	Resident Engineer (I-II)	Planner (I-III)	CAD Technician (I-II)	Surveyor (I-II)	Engineering Technician (I-III)	Administrative (I-III)		
Direct Labor Rate Used		\$138.00	\$113.00	\$115.00	\$112.00	\$90.00	\$84.00	\$61.00	\$78.00	\$58.00	\$71.00	\$73.00	\$54.00	\$62.00	\$52.00	\$62.00		
1	Project Management	2	0	0	31	0	1	13	0	0	0	0	0	0	0	4	51	\$4,873.00
1.1	Project Management and Controls	2			20												22	\$2,516.00
1.2	Project Team Kickoff Meeting				1		1	1									3	\$257.00
1.3	Monthly reports & invoices				5											4	9	\$808.00
1.4	Prepare and maintain monthly schedule							6									6	\$366.00
1.5	Maintain project files				5												5	\$560.00
1.6	Coordinate project reviews/approvals							6									6	\$366.00
2	Funding Administration	0	0	0	0	0	0	0	4	10	0	0	0	0	0	0	14	\$892.00
2.1	Assist in preparation and/or review of documentation								4	10							14	\$892.00
3	Environmental Coordination and Review	0	0	0	1	0	0	8	0	0	0	0	0	0	0	0	9	\$600.00
3.1	Prepare NEPA documentation				1			8									9	\$600.00
4	Design Engineering	3	0	0	70	0	8	252	0	8	0	0	0	32	0	0	373	\$26,746.00
4.1	Survey						8	8						32			48	\$3,144.00
4.2	Design Documentation Package	1			12			42									55	\$4,044.00
4.3	30% Plans & Estimate				16			54									70	\$5,086.00
4.4	60% Plans & Estimate				16			54									70	\$5,086.00
4.5	90% Plans & Estimate				16			54		4							74	\$5,318.00
4.6	Final Plans & Estimate	2			10			40		4							56	\$4,068.00
5	Bidding Support	1	0	0	4	0	0	12	10	20	0	0	0	0	0	0	47	\$3,258.00
5.1	Create and maintain planholder list								4	8							12	\$776.00
5.2	Address questions from prospective bidders							4									4	\$244.00
5.3	Prepare addenda							4	2	4							10	\$632.00
5.4	Participate in bid opening and award process	1			4			4	4	8							21	\$1,606.00
Task Total Hours		6	0	0	106	0	9	285	14	38	0	0	0	32	0	4	494	
Task Total Direct Labor (DL)		\$828.00	\$0.00	\$0.00	\$11,872.00	\$0.00	\$756.00	\$17,385.00	\$1,092.00	\$2,204.00	\$0.00	\$0.00	\$0.00	\$1,984.00	\$0.00	\$248.00		\$36,369.00
															Indirect Cost Rate (ICR) Costs		122.18	\$44,435.64
															Fixed Fee on DL + ICR		15%	\$12,120.70
															Mileage:	378 Miles @ \$	0.70	\$264.60
															Scanner	6 Hours @	150	\$900.00
Total Estimated Budget:																		\$94,090.00

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

None.

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Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____ AGENCY _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- ~~Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying~~
- ~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~

Agreement Number: 25109E

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)
whose address is
2803 RIVER ROAD, YAKIMA, WA 98902
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of AGENCY OFFICIAL

I hereby certify that I am the:

☒ AGENCY OFFICIAL

☐ Other

of the CITY OF CLE ELUM, and HLA ENGINEERING AND LAND SURVEYING or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Agreement Number: 25109E

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

~~Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying~~

~~The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:~~

- ~~1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.~~
- ~~2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.~~

~~This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.~~

~~The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.~~

HLA Engineering and Land Surveying, Inc. (HLA)

~~Consultant (Firm Name)~~

~~Signature (Authorized Official of Consultant)~~

~~Date~~

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~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~

~~This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____^{*} are accurate, complete, and current as of _____^{**}.~~

~~This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.~~

~~Firm:~~

~~Signature~~

~~Title~~

~~Date of Execution***:~~

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

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~~Exhibit H~~ ~~Liability Insurance Increase~~

~~To Be Used Only If Insurance Requirements Are Increased~~

~~The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____.~~

~~The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.~~

~~Such insurance coverage shall be evidenced by one of the following methods:~~

- ~~• Certificate of Insurance.~~
- ~~• Self insurance through an irrevocable Letter of Credit from a qualified financial institution.~~

~~Self insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.~~

~~Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.~~

~~If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.~~

~~Notes: Cost of added insurance requirements: \$ _____.~~

- ~~• Include all costs, fee increase, premiums.~~
- ~~• This cost shall not be billed against an FHWA funded project.~~
- ~~• For final contracts, include this exhibit.~~

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Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

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Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

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Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

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Local Agency A & E Professional Services Lump Sum Consultant Agreement

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Firm/Organization Legal Name (do not use dba's): HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)	
Address 2803 RIVER ROAD, YAKIMA, WA 98902	Federal Aid Number TAPR-0220(005)
UBI Number 60017737	Federal TIN 91-1237188
Execution Date	Completion Date December 31, 2028
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No
Project Title Park Street Pedestrian Corridor Feasibility Study	
Description of Work Prepare feasibility study for pedestrian and bicycle access.	
☐ Yes ☒ No DBE Participation ☐ Yes ☒ No MBE Participation ☐ Yes ☒ No WBE Participation ☐ Yes ☒ No SBE Participation	Maximum Amount Payable: \$47,500.00

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:

Name: Robert Omans
Agency: City of Cle Elum
Address: 119 West First Street
City: Cle Elum State: WA Zip: 98922
Email: romans@cleelum.gov
Phone: (509) 574-2252
Facsimile: N/A

If to CONSULTANT:

Name: Benjamin A. Annen, PE
Agency: HLA Engineering and Land Surveying, Inc
Address: 2803 River Road
City: Yakima State: WA Zip: 98902
Email: bannen@hlacivil.com
Phone: (509) 966-7000
Facsimile: N/A

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

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

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the lump sum amount is attached hereto as Exhibits “D” and “E” and by this reference made part of this AGREEMENT.

- A. Lump Sum Agreement: Payment for all consulting SERVICES shall be on the basis of a lump sum amount as shown on page one (1) of this AGREEMENT.
- B. Maximum Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, “Extra Work.” No minimum amount payable is guaranteed under this AGREEMENT.
- C. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of costs on a monthly basis. To provide a means of verifying the billed salary costs for the CONSULTANT’s employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT’s “Audit Guide for Consultants,” Chapter 23 “Resolution Procedures,” the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

- E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

A post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT’s Internal Audit Office and /or at the request of the AGENCY’s Project Manager.

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VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit “A” attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit “E” attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V “Payment Provisions” herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE’s Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen’s Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT’s employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

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VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

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The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

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

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

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to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

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Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Robert Omans
Agency: City of Cle Elum
Address: 119 West First Street
City: Cle Elum State: WA Zip: 98922
Email: romans@cleelum.gov
Phone: (509) 674-2252
Facsimile: N/A

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

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XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

Agreement Number: 25110E

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

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The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

Federal Aid No. TAPR-0220(005)

SEE ATTACHED EXHIBIT A.

Agreement Number: 25110E

HLA Engineering and Land Surveying, Inc. (HLA)

1.0 Project Management

- 1.1 Perform management of overall PROJECT delivery and PROJECT controls.
- 1.2 Plan and facilitate a PROJECT kickoff meeting to align expectations between the AGENCY and CONSULTANT.
- 1.3 Provide monthly status reports and invoices for the work performed.
- 1.4 Prepare and maintain the PROJECT schedule in conjunction with funding requirements and timelines, to be updated monthly or as otherwise requested by the AGENCY.
- 1.5 Maintain PROJECT files for AGENCY review.
- 1.6 Coordinate PROJECT reviews/approvals with controlling authorities, including the AGENCY, Kittitas County, serving as the Certification Acceptance (CA) agency.

2.0 Funding Administration

- 2.1 Assist AGENCY with review and preparation of funding agency contract forms and documents.
- 2.4 Assist AGENCY with contract requirements of the funding agency, including progress reports.
- 2.3 Assist AGENCY with funding agency reimbursement process, preparation of payment vouchers, and supporting documentation.

3.0 Environmental Coordination and Review

- 3.1 Prepare a National Environmental Policy Act (NEPA) Categorical Exclusion Documentation Form for review and approval by the controlling authority.

4.0 Feasibility Study

- 4.1 Land Survey.
 - a. Request field locates from 811 Call Before You Dig to confirm existing utility horizontal locations. No excavations will occur by the CONSULTANT to determine vertical locations.
 - b. Conduct a topographic survey of the PROJECT area to complete conceptual engineering for feasibility study.
 - c. Review available plat maps, documents, and surveys to identify public right-of-way widths, easements, and other identified encumbrances.
- 4.2 Conceptual Engineering.
 - a. Perform field investigations necessary to prepare design concept alternatives and complete the study.
 - b. Develop up to three (3) alternatives (includes No Build alternative), typical cross-section, and conceptual cost estimate for each alternative, for pedestrian connectivity from the Coal Mines Trail to Park Street/5th Street vicinity.

- c. Identify known critical areas and coordinate with appropriate parties on the feasibility and impact of constructing a pedestrian facilities in known critical areas (if any) as described in alternatives.
- d. Prepare alternatives matrix evaluation considering critical areas, process, and impact; cost analysis of alternatives; geometric/physical constraints for alternatives; and timing of possible future funding.

4.3 Feasibility Study Development

- a. Prepare, perform quality check, and submit Draft study to the AGENCY for review and comment.
- b. Address AGENCY comment(s) and revise study accordingly.
- c. Prepare, perform quality check, and submit Final study to the AGENCY.
- d. Attend one (1) City Council meeting to present Final study to the Council and make recommendation(s).

Assumptions

- 1. Zero title reports will be ordered. All parcel information will be taken from existing accessible records.
- 2. Project is SEPA exempt per WAC 197 11 800.
- 3. Cultural Resource Survey (CRS) is not anticipated due to the nature of work. If a CRS is required, it will be contracted as additional services.
- 4. No formal public outreach activity will be necessary nor performed.

None Required.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Topographic survey performed by HLA Engineering and Land Surveying, Inc. On file at CONSULTANT's office.

B. Roadway Design Files

AutoCAD Civil 3D. On file at CONSULTANT's office.

C. Computer Aided Drafting Files

AutoCAD Civil 3D. On file at CONSULTANT's office.

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D. Specify the Agency's Right to Review Product with the Consultant

The Agency will review the product as described in Exhibit A - Scope of Work.

E. Specify the Electronic Deliverables to Be Provided to the Agency

Feasibility Study

F. Specify What Agency Furnished Services and Information Is to Be Provided

1. Provide full information as to AGENCY requirements of the PROJECT.
2. Assist CONSULTANT by placing at their disposal all available information pertinent to the PROJECT, including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the PROJECT.
3. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by CONSULTANT and provide written decisions within a reasonable time as not to delay the work of CONSULTANT.
4. Obtain approval of all governmental authorities with jurisdiction over the PROJECT and approvals and consents from other individuals or bodies as necessary for completion of the PROJECT. Pay for review fees and costs associated with obtaining such approvals.
5. Review and pay for PROJECT bid advertisement costs.  N/A
6. Review and process all environmental processes required for the PROJECT.
7. Review and process all federal funding reimbursement requests.

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II. Any Other Electronic Files to Be Provided

On file at CONSULTANT's office.

III. Methods to Electronically Exchange Data

Email, thumb drive, Microsoft OneDrive administered through the CONSULTANT's office, or other FTP site software.

A. Agency Software Suite

Microsoft products and/or Bluebeam Revu.

B. Electronic Messaging System

Microsoft exchange and Outlook.

C. File Transfers Format

.docx, .xlsx, .pdf, and .dwg

Exhibit D

Prime Consultant Cost Computations

See attached Exhibit D (ANTE Table) and D-1 (Fee Determination).

Exhibit D

Direct (RAW) Labor
Actuals Not To Exceed Table (ANTE)

Project Name	
HLA Engineering and Land Surveying, Inc. 2803 River Road Yakima, WA 98902	
Job Classifications	Direct (RAW) Labor Hourly Rate NTE
Senior Principal Engineer	\$138.00
Licensed Principal Engineer	\$113.00
Licensed Principal Land Surveyor	\$115.00
Director of Engineering, Construction	\$112.00
Licensed Professional Engineer	\$90.00
Licensed Professional Land Surveyor	\$84.00
Supervisors - Construction, Planning	\$78.00
Resident Engineer (I-II)	\$71.00
Planner (I-III)	\$73.00
CAD Technician (I-II)	\$54.00
Surveyor (I-II)	\$62.00
Project Engineer (I-II)	\$61.00
Administrative (I-III)	\$62.00
Contract Administrator (I-III)	\$58.00
Engineering Technician (I-III)	\$52.00
Indirect Cost Rate (ICR) Effective July 1, 2025 to June 30, 2026	122.18
Fixed Fee Percentage on Direct (RAW) Labor and ICR	15%

Exhibit D-1

Consultant Fee Determination - Summary Sheet
(Lump Sum)

Park Street Pedestrian Corridor Feasibility Study

Project Role		Principal in Charge	Project Manager																	
Employee Classification		Senior Principal Engineer	Licensed Principal Engineer	Licensed Principal Land Surveyor	Director of Engineering, Construction	Licensed Professional Engineer	Licensed Professional Land Surveyor	Project Engineer (I-III)	Supervisors - Construction, Planning	Contract Administrator (I-III)	Resident Engineer (I-II)	Planner (I-III)	CAD Technician (I-II)	Surveyor (I-II)	Engineering Technician (I-III)	Administrative (I-III)	Total Labor Hours	Total Labor Dollars		
Direct Labor Rate Used		\$138.00	\$113.00	\$115.00	\$112.00	\$90.00	\$84.00	\$61.00	\$78.00	\$58.00	\$71.00	\$73.00	\$54.00	\$62.00	\$52.00	\$62.00				
1	Project Management	2	0	0	9	0	1	5	0	0	0	0	0	0	0	3	20	\$1,859.00		
1.1	Project Management and Controls	2			6												8	\$948.00		
1.2	Project Team Kickoff Meeting				1		1	1									3	\$257.00		
1.3	Monthly reports & invoices															3	3	\$186.00		
1.4	Prepare and maintain monthly schedule							2									2	\$122.00		
1.5	Maintain project files				2												2	\$224.00		
1.6	Coordinate project reviews/approvals							2									2	\$122.00		
2	Funding Administration	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	4	\$244.00		
2.1	Assist in preparation and/or review of documentation							4									4	\$244.00		
3	Environmental Coordination and Review	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	8	\$488.00		
3.1	Prepare NEPA documentation							8									8	\$488.00		
4	Feasibility Study	4	0	0	18	0	12	96	16	0	0	0	16	50	16	7	235	\$15,910.00		
4.1	Survey				2		12	4						50			68	\$4,576.00		
4.2	Conceptual Engineering	2			8			40	8				16				74	\$5,100.00		
4.3	Feasibility Study Development	2			8			52	8						16	7	93	\$6,234.00		
Task Total Hours		6	0	0	27	0	13	113	16	0	0	0	16	50	16	10	267			
Task Total Direct Labor (DL)		\$828.00	\$0.00	\$0.00	\$3,024.00	\$0.00	\$1,092.00	\$6,893.00	\$1,248.00	\$0.00	\$0.00	\$0.00	\$864.00	\$3,100.00	\$832.00	\$620.00		\$18,501.00		
															Indirect Cost Rate (ICR) Costs		122.18	\$22,604.52		
															Fixed Fee on DL + ICR		15%	\$6,165.83		
															Mileage:		326 Miles @	\$	0.70	\$228.20
															Other Expenses:					
Total Estimated Budget:																		\$47,500.00		

Exhibit E

Sub-consultant Cost Computations

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

None.

Agreement Number: 25110E

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

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Exhibit G

Certification Documents

Exhibit G-1(a) Certification of Consultant

Exhibit G-1(b) Certification of _____ AGENCY _____

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions

~~Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying~~

~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)
whose address is
2803 RIVER ROAD, YAKIMA, WA 98902
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of AGENCY OFFICIAL

I hereby certify that I am the:

- ☒ AGENCY Official
☐ Other

of the CITY OF CLE ELUM, and HLA ENGINEERING AND LAND SURVEYING or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date _____

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

~~Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying~~

~~The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:~~

- ~~1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.~~
- ~~2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.~~

~~This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.~~

~~The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.~~

~~Consultant (Firm Name)~~

~~Signature (Authorized Official of Consultant)~~

~~Date~~

~~Agreement Number: 25110E~~

~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~

~~This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____^{**} are accurate, complete, and current as of _____^{***}.~~

~~This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.~~

~~Firm:~~

Signature

Title

~~Date of Execution***:~~

^{*}Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
^{**}Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
^{***}Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

~~Exhibit H~~ ~~Liability Insurance Increase~~

~~To Be Used Only If Insurance Requirements Are Increased~~

~~The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$~~ -

~~The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$~~ -

~~Such insurance coverage shall be evidenced by one of the following methods:~~

- ~~• Certificate of Insurance.~~
- ~~• Self insurance through an irrevocable Letter of Credit from a qualified financial institution.~~

~~Self insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.~~

~~Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.~~

~~If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.~~

~~Notes: Cost of added insurance requirements: \$~~ -

- ~~• Include all costs, fee increase, premiums.~~
- ~~• This cost shall not be billed against an FHWA funded project.~~
- ~~• For final contracts, include this exhibit.~~

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Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

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Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

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Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

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Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

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Firm/Organization Legal Name (do not use dba's): HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)		
Address 2803 RIVER ROAD, YAKIMA, WA 98902	Federal Aid Number TAPR-0903(087)	
UBI Number 60017737	Federal TIN or SSN Number 91-1237188	
Execution Date	Completion Date December 31, 2028	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No	
Project Title Stafford Avenue Sidewalk and SR 903 Speed Camera		
Description of Work Project will construct sidewalk on the east side of Stafford Avenue which has no pedestrian facilities north of Second Street. Many pedestrian facilities intersect at Stafford Avenue and Second Street including the Coal Mines Trail, Second Street Pathway, the Central Business District walking route, and the school walking route Progress Parkway. Adding a connection from the existing Third Street sidewalk to the Stafford and Second Street intersection will provide a much-needed safe walking access to the adjacent neighborhoods. Speeding has been a hazardous issue on SR 903 near the Cle Elum Roslyn High School, Middle School, and Elementary. With multiple crossings to nearby neighborhoods, it is crucial the posted 25 mph speed limit is adhered to by motoring public. A speed camera with photo enforcement capabilities will help enforce the speed limit. Project is fully funded with federal funds utilizing Toll Credits for local match.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Total Amount Authorized: \$ 21,640.00 Management Reserve Fund: \$ 0.00 Maximum Amount Payable: \$ 21,640.00

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

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

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

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

If to AGENCY:		If to CONSULTANT:	
Name: Robert Omans		Name: Benjamin A. Annen, PE	
Agency: City of Cle Elum		Agency: HLA Engineering and Land Surveying	
Address: 119 West First Street		Address: 2803 River Road	
City: Cle Elum	State: WA	City: Yakima	State: WA
Zip: 98922		Zip: 98902	
Email: romans@cleelum.gov		Email: bannen@hlacivil.com	
Phone: (509) 674-2252		Phone: (509) 966-7000	
Facsimile: N/A		Facsimile: N/A	

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

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

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. **Fixed Fee:** The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. **Management Reserve Fund (MRF):** The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. **Monthly Progress Payments:** The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

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

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Rob Omans
Agency: City of Cle Elum
Address: 119 West First Street
City: Cle Elum State: WA Zip: 98922
Email: romans@cleelum.gov
Phone: (509) 674-2262
Facsimile: N/A

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

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XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

Project No. 25111E

SEE ATTACHED EXHIBIT A.

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HLA Engineering and Land Surveying, Inc. (HLA)

1.0 Project Management

- 1.1 Perform management of overall PROJECT delivery and PROJECT controls.
- 1.2 Plan and facilitate a PROJECT kickoff meeting to align expectations between the AGENCY and CONSULTANT.
- 1.3 Provide monthly status reports and invoices for the work performed.
- 1.4 Prepare and maintain the PROJECT schedule in conjunction with funding requirements and timelines, to be updated monthly or as otherwise requested by the AGENCY.
- 1.5 Maintain PROJECT files for AGENCY review.
- 1.6 Perform coordination with WSDOT during permitting of speed camera
- 1.7 Coordinate PROJECT reviews/approvals with controlling authorities, including the AGENCY, and Kittitas County serving as the Certification Acceptance (CA) agency, etc.

2.0 Funding Administration

- 2.1 Assist the AGENCY in the preparation of all documentation necessary to request funding authorization for subsequent phases after the design phase, as applicable. It is assumed that design funding obligation authorization will be in place prior to the execution of this Task Order.
- 2.2 Assist the AGENCY with the preparation of documents required by the funding agency, including updated cost estimates, scope of work descriptions, and PROJECT distribution of funds.
- 2.3 Assist AGENCY with review and preparation of funding agency contract forms and documents.
- 2.4 Assist AGENCY with contract requirements of the funding agency, including progress reports.
- 2.5 Assist AGENCY with funding agency reimbursement process, preparation of payment vouchers, and supporting documentation.

3.0 Environmental Coordination and Review

- 3.1 Prepare a National Environmental Policy Act (NEPA) Categorical Exclusion Documentation Form for review and approval by the controlling authority.

4.0 Design Engineering

- 4.1 Land Survey.
 - a. Request field locates from 811 Call Before You Dig to confirm existing utility horizontal locations. No excavations will occur by the CONSULTANT to determine vertical locations.
 - b. Conduct a topographic survey of the PROJECT area to complete design, plans, and specifications.

Exhibit A - Continued Scope of Work

- c. Review available plat maps, documents, and surveys to identify public right-of-way widths, easements, and other identified encumbrances. No title reports are anticipated to be ordered. If required, title reports will be ordered by CONSULTANT and paid for by the AGENCY.
- 4.2 WSDOT Coordination and Permitting
 - a. Perform coordination with WSDOT and facilitate permit to allow placement and operation of a speed camera within SR 903 right-of-way
- 4.3 30% Plans and Estimate.
 - a. Perform field investigations necessary to design the identified improvements.
 - b. Prepare and provide preliminary 30% plans and a cost estimate of improvements for review and approval by the AGENCY.
 - c. Perform review of public and private utilities within project limits, including AGENCY stormwater, domestic water, sanitary sewer, irrigation; fiber optic lines, and other apparent utilities to determine general locations and size of facilities.
 - d. Notify private utilities of pending improvements and advise of the PROJECT schedule.
 - e. Attend up to one (1) meeting with the AGENCY to address technical aspects of the work related to the scope, design, and schedule of the PROJECT.
- 4.4 60% Plans and Estimate.
 - a. Attend a review meeting with the AGENCY to address and resolve 30% review comments and address technical aspects of the work related to the scope, design, and schedule of the PROJECT.
 - b. Prepare and provide 60% plans and a cost estimate of improvements for review and comment by the AGENCY.
- 4.5 90% Plans, Specifications, and Estimate.
 - a. Attend a review meeting with the AGENCY to address and resolve 60% review comments.
 - b. Prepare and provide 90% plans, specifications, and a cost estimate of improvements for review and comment by the AGENCY.
- 4.6 Final Plans, Specifications, and Estimate
 - a. Attend a review meeting with the AGENCY to address and resolve 90% review comments.
 - b. Address AGENCY review comments, then update and provide final plans, specifications, and a cost estimate of improvements for review and concurrence by the AGENCY. Provide final plans and specifications to the AGENCY in PDF format suitable for printing and use at the time of bid advertisement.
 - c. Perform quality assurance and quality control review of all final documents.
 - d. Provide two (2) printed copies of contract documents to the AGENCY.
 - e. Prepare advertisement for bids. Coordinate with AGENCY on the number and location of publications and submit the advertisement to the selected publication(s) on behalf of the AGENCY. All advertising fees are to be paid by the AGENCY.
- 4.7 Following is the proposed sheet list:

Plan Sheets	Comment
Cover Sheet	
Legend and General Notes	
Typical Roadway Sections	
Class 'A' Signing Plans	

Exhibit A - Continued Scope of Work

Plan Sheets	Comment
Traffic Control Plans	Flagging, detours, etc.
Demolition Plans	
TESC Plans	1"=40' Scale
Plan and Profile	
Drainage Table and Details	
Electrical Plans	Speed Camera location and other associated data
Pavement Marking and Signing Plan	
Curb Ramp Plans	
Details	AGENCY, storm, sewer, water, irrigation, etc.

5.0 Bidding Support

- 5.1 Post bid documents to HLA website and notify the AGENCY, funding agency, approving authority(ies), utility companies, and plan centers of the PROJECT posting.
- 5.2 Create and maintain a planholder list and post to HLA website.
- 5.3 Answer questions and/or supply information as requested by prospective bidders.
- 5.4 Prepare and issue addenda to contract documents, if necessary.
- 5.5 Participate in the bid opening, evaluate bids, prepare bid tabulation, and make a recommendation for award.

Assumptions

1. Work does not include design for, replacement of, or relocation of existing utilities.
2. Project is SEPA exempt per WAC 197 11 800
3. Cultural Resource Survey (CRS) is not anticipated due to the nature of work. If a CRS is require, it will be contracted as additional services.
4. All improvements shall be accommodated within the existing public right of way/easements.
5. It is anticipated that the CONSULTANT will prepare one (1) complete set of plans and specifications for one bid call; additional bid packages will be billed as additional services.
6. WSDOT participation and collaboration is required during the design phase for determination of final placement of speed camera within WSDOT right-of-way and to execute an agreement to place, operate, and maintain the speed camera.

Exhibit B
DBE Participation

None Required.

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Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Topographic survey performed by HLA Engineering and Land Surveying, Inc. On file at CONSULTANT's office.

B. Roadway Design Files

AutoCAD Civil 3D. On file at CONSULTANT's office.

C. Computer Aided Drafting Files

AutoCAD Civil 3D. On file at CONSULTANT's office.

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D. Specify the Agency's Right to Review Product with the Consultant

The Agency will review the product as described in Exhibit A - Scope of Work.

E. Specify the Electronic Deliverables to Be Provided to the Agency

Contract Documents.

F. Specify What Agency Furnished Services and Information Is to Be Provided

1. Provide full information as to AGENCY requirements of the PROJECT.
2. Assist CONSULTANT by placing at their disposal all available information pertinent to the PROJECT, including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the PROJECT.
3. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by CONSULTANT and provide written decisions within a reasonable time as not to delay the work of CONSULTANT.
4. Obtain approval of all governmental authorities with jurisdiction over the PROJECT and approvals and consents from other individuals or bodies as necessary for completion of the PROJECT. Pay for review fees and costs associated with obtaining such approvals.
5. Review and pay for PROJECT bid advertisement costs.
6. Review and process all environmental processes required for the PROJECT.
7. Review and process all federal funding reimbursement requests.

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II. Any Other Electronic Files to Be Provided

On file at CONSULTANT's office.

III. Methods to Electronically Exchange Data

Email, thumb drive, Microsoft OneDrive administered through the CONSULTANT's office, or other FTP site software.

A. Agency Software Suite

Microsoft products and/or Bluebeam Revu.

B. Electronic Messaging System

Microsoft exchange and Outlook.

C. File Transfers Format

.docx, .xlsx, .pdf, and .dwg

Exhibit D

Prime Consultant Cost Computations

See attached Exhibit D (ANTE Table and D-1 (Fee Determination)).

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EXHIBIT D

Direct (RAW) Labor
Actuals Not To Exceed Table (ANTE)

Project Name	
HLA Engineering and Land Surveying, Inc. 2803 River Road Yakima, WA 98902	
Job Classifications	Direct (RAW) Labor Hourly Rate NTE
Senior Principal Engineer	\$138.00
Licensed Principal Engineer	\$113.00
Licensed Principal Land Surveyor	\$115.00
Director of Engineering, Construction	\$112.00
Licensed Professional Engineer	\$90.00
Licensed Professional Land Surveyor	\$84.00
Supervisors - Construction, Planning	\$78.00
Resident Engineer (I-II)	\$71.00
Planner (I-III)	\$73.00
CAD Technician (I-II)	\$54.00
Surveyor (I-II)	\$62.00
Project Engineer (I-II)	\$61.00
Administrative (I-III)	\$62.00
Contract Administrator (I-III)	\$58.00
Engineering Technician (I-III)	\$52.00
Indirect Cost Rate (ICR) Effective July 1, 2025 to June 30, 2026	122.18
Fixed Fee Percentage on Direct (RAW) Labor and ICR	15%

Exhibit D-1

Consultant Fee Determination - Summary Sheet
(Cost Plus Fixed Fee)

Stafford Avenue Sidewalk and SR 903 Speed Camera

Project Role		Principal in Charge	Project Manager																	
Employee Classification		Senior Principal Engineer	Licensed Principal Engineer	Licensed Principal Land Surveyor	Director of Engineering, Construction	Licensed Professional Engineer	Licensed Professional Land Surveyor	Project Engineer (I-III)	Supervisors - Construction, Planning	Contract Administrator (I-III)	Resident Engineer (I-II)	Planner (I-III)	CAD Technician (I-II)	Surveyor (I-II)	Engineering Technician (I-III)	Administrative (I-III)	Total Labor Hours	Total Labor Dollars		
Direct Labor Rate Used		\$138.00	\$113.00	\$115.00	\$112.00	\$90.00	\$84.00	\$61.00	\$78.00	\$58.00	\$71.00	\$73.00	\$54.00	\$62.00	\$52.00	\$62.00				
1	Project Management	1	0	0	9	0	1	5	0	0	0	0	0	0	0	3	19	\$1,721.00		
1.1	Project Management and Controls	1			4												5	\$586.00		
1.2	Project Team Kickoff Meeting				1		1	1									3	\$257.00		
1.3	Monthly reports & invoices				2											3	5	\$410.00		
1.4	Prepare and maintain monthly schedule							2									2	\$122.00		
1.5	Maintain project files				2												2	\$224.00		
1.6	Coordinate project reviews/approvals							2									2	\$122.00		
2	Funding Administration	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	4	\$244.00		
2.1	Assist in preparation and/or review of documentation							4									4	\$244.00		
3	Environmental Coordination and Review	0	0	0	1	0	0	8	0	0	0	0	0	0	0	0	9	\$600.00		
3.1	Prepare NEPA documentation				1			8									9	\$600.00		
4	Design Engineering	1	0	0	9	0	1	52	0	4	0	0	0	8	0	0	75	\$5,130.00		
4.1	Survey						1							8			9	\$580.00		
4.2	WSDOT Coordination and Permitting				1			4									5	\$356.00		
4.3	30% Plans & Estimate				2			12									14	\$956.00		
4.4	60% Plans & Estimate				2			12									14	\$956.00		
4.5	90% Plans, Specs, and Estimate				2			12		2							16	\$1,072.00		
4.6	Final Plans, Specs, and Estimate	1			2			12		2							17	\$1,210.00		
5	Bidding Support	0	0	0	1	0	0	3	2	5	0	0	0	0	0	0	11	\$741.00		
5.1	Create and maintain planholder list									2							2	\$116.00		
5.2	Address questions from prospective bidders							1									1	\$61.00		
5.3	Prepare addenda							1		1							2	\$119.00		
5.4	Participate in bid opening and award process				1			1	2	2							6	\$445.00		
Task Total Hours		2	0	0	20	0	2	72	2	9	0	0	0	8	0	3	118			
Task Total Direct Labor (DL)		\$276.00	\$0.00	\$0.00	\$2,240.00	\$0.00	\$168.00	\$4,392.00	\$156.00	\$522.00	\$0.00	\$0.00	\$0.00	\$496.00	\$0.00	\$186.00		\$8,436.00		
															Indirect Cost Rate (ICR) Costs		122.18	\$10,307.10		
															Fixed Fee on DL + ICR		15%	\$2,811.47		
															Mileage:		122 Miles @	\$	0.70	\$85.40
															Scanner:					\$0.00
Total Estimated Budget:																		\$21,640.00		

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

None.

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Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____ AGENCY _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- ~~Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying~~
- ~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~

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Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)
whose address is
2803 RIVER ROAD, YAKIMA, WA 98902
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~

~~This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____^{*} are accurate, complete, and current as of _____^{**}.~~

~~This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.~~

~~Firm:~~

Signature

Title

~~Date of Execution***:~~

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

~~Exhibit H~~ ~~Liability Insurance Increase~~

~~To Be Used Only If Insurance Requirements Are Increased~~

~~The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$~~ -

~~The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$~~ -

~~Such insurance coverage shall be evidenced by one of the following methods:~~

- ~~• Certificate of Insurance.~~
- ~~• Self insurance through an irrevocable Letter of Credit from a qualified financial institution.~~

~~Self insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.~~

~~Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.~~

~~If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.~~

~~Notes: Cost of added insurance requirements: \$~~ -

- ~~• Include all costs, fee increase, premiums.~~
- ~~• This cost shall not be billed against an FHWA funded project.~~
- ~~• For final contracts, include this exhibit.~~

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Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

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Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

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Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

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PROFESSIONAL SERVICES AGREEMENT FOR THE CITY OF CLE ELUM

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this 14th day of July, 2025, by and between the City of Cle Elum, a municipal corporation of the State of Washington (“City”), and Economic Consultants Oregon, Ltd., dba ECONorthwest, an Oregon limited company corporation (“Contractor), in consideration of the mutual benefits and conditions contained herein.

WHEREAS, the City has determined a need for fiscal and economic consulting services as it relates to development activities occurring the City’s Bullfrog Flats Urban Growth Area; and

WHEREAS, Contractor is in the business of performing such services, which are described below;

NOW, THEREFORE, the parties hereby agree as follows:

1. **Scope of Services.** Contractor shall perform those services described in **Exhibit A** attached hereto, which is incorporated by this reference as if fully set forth. All such services will be rendered with the degree of skill and care exercised by members of Contractor’s profession practicing under similar circumstances at the same time and in the same or similar locale, and in compliance with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services.
2. **Compensation and Method of Payment.**
 - A. The services that are the subject of this agreement and described in Exhibit A shall not exceed \$12,500.00. Contractor will invoice the City monthly. Contractor shall be paid at the rates described in **Exhibit A**. The City shall pay Contractor for services rendered under this Agreement within ten (10) days after City Council voucher approval. Contractor agrees to complete and return the attached **Exhibit B** (Taxpayer Identification Number) to the City prior to or along with the first invoice.
 - B. Missed, incomplete, or unsatisfactory services will result in a one hundred percent (100%) deduction from the monthly invoice per occurrence. Missed, incomplete, or unsatisfactory services will be validated by a City departmental director and documented.
3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing July 14th, 2025, and ending January 31st, 2026, unless earlier terminated in accordance with Section 9 herein or extended by written amendment in accordance with Section 13 herein.
4. **Independent Contractor.** The City and Contractor agree that Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create an employer-employee relationship between the parties hereto. Neither Contractor nor any of Contractor’s employees shall be entitled, by virtue of the services provided under this Agreement, to any benefits afforded to City employees. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers’ compensation, or for otherwise assuming the duties of an employer with respect to Contractor or Contractor’s employees.
5. **Indemnification.** Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses, or suits including attorney

fees, arising out of or resulting from the acts, errors, or omissions of Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Contractor and the City, its officers, officials, employees, and volunteers, Contractor's liability hereunder—including the duty and cost to defend—shall be only to the extent of Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under *Industrial Insurance*, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

6. Insurance.

- A. Prior to and at all times during the performance of the Agreement, Contractor shall provide the City, within 10 days of execution of the Agreement, evidence that Contractor has obtained and is maintaining the insurance throughout the term of the Agreement, naming the City of Cle Elum as an additional insured, listed as follows:
- Workers Compensation Insurance as required by law.
 - Employers Liability Insurance (bodily injuries) with a limit of \$100,000 per occurrence with an insurance company authorized to write such insurance in Washington.
 - Comprehensive General Liability Insurance and Automobile Liability Insurance covering all owned and non-owned automobiles or vehicles used by or on behalf of Contractor with a \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence and an annual aggregate limit of \$2,000,000.
- B. Contractor shall furnish the City with a Certificate of Insurance, evidencing policies required in the above paragraphs and evidencing policies of insurance required above for its sub-contractor within 10 days of executing the Agreement or retention of sub-contractor. Such Certificates shall specifically state that the insurance company or companies issuing such insurance policies shall give the City at least 30 days' written notice in the event of cancellation or material changes in any of the policies. The Certificate of Insurance shall identify the work being performed under this Agreement.
- C. If any coverage required is written on a claims-made coverage form:
- The retroactive date must be shown, and this date must be before the execution date of the Agreement or the beginning of Agreement work.
 - Insurance must be maintained and evidence of insurance must be provided (upon request) for at least three (3) years after completion of the Agreement.
 - If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective, or start of work date, Contractor must purchase extended reported period coverage for a minimum of one year after completion of the Agreement.
 - A copy of claims reporting requirements must be submitted to the City for review.
- D. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII.
- E. Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect effect this waiver of subrogation.

7. Taxes, Licenses and Permits.

- A. Contractor shall procure and maintain a City business license in accordance with Chapter 5.02 of the Cle Elum Municipal Code, Business License and Tax Regulations, prior to beginning work under this Agreement. Contractor assumes responsibility for and ensures that all contractors, subcontractors, and suppliers shall also obtain a City business license.
- B. Contractor acknowledges that Contractor is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, including taxes and fees assessed pursuant to applicable City code, and Contractor agrees to comply with all applicable laws regarding the reporting of income and maintenance of records, and with all other requirements and obligations imposed pursuant to applicable law. If the City does not receive, or is assessed, made liable, or responsible in any manner for such charges or taxes, Contractor shall reimburse and hold the City harmless from such costs, including attorneys' fees. Contractor shall also require all contractors, subcontractors, and suppliers to pay all charges and taxes in accordance with this Section 7.
- C. In the event Contractor fails to pay any taxes, assessments, penalties, or fees imposed by the City or any other governmental body, then Contractor authorizes the City to deduct and withhold and/or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. This provision shall, at a minimum, apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from Contractor's total compensation.

8. Maintenance of Records.

- A. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by law during the term of this Agreement. The City shall have the right to conduct an audit of Contractor's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of Contractor.
- B. Contractor shall retain all books, records, documents and other material relevant to this Agreement, for six years after its expiration. Contractor agrees that the City shall have full access and right to examine any of said materials at all reasonable times during said period. Contractor agrees to cooperate with the City to produce in a timely manner any records in the possession of Contractor relating to the performance of this Agreement which are or may be the subject of a valid request under the Public Records Act, RCW Chapter 42.56 at the sole expense of the Contractor. At the termination of this Agreement, Contractor will provide all City-related records to the City.

9. Termination. This Agreement may be terminated by either party upon 30 days written notice.

10. Discrimination Prohibited.

- A. Contractor shall not discriminate against any employee, applicant for employment, or any person seeking Contractor's services under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap. Contractor understands that violation of this provision shall be cause for immediate termination of this Agreement and Contractor may be barred from performing any services or work for the City in the future unless Contractor demonstrates to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.

B. Contractor shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), as amended, and its implementing regulations, and Washington State's anti-discrimination law as contained in Chapter 49.60 RCW, as amended, and its implementing regulations, with regard to the work and services provided pursuant to this Agreement.

11. **Prevailing Wages.** Contractor shall pay its employees, and shall require its subcontractors to pay their employees, prevailing wages as required by and in compliance with applicable state and/or federal law and/or regulations, including but not limited to Chapter 39.12 RCW and Chapter 49.28 RCW. Prior to final payment under this Agreement, Contractor shall certify in writing that prevailing wages have been paid for all work as required and in accordance with applicable law and/or regulations.

12. **Assignment and Subcontract.** Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. **Entire Agreement; Modification.** This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Proposed changes which are mutually agreed upon shall be incorporated by written amendments or addenda signed by both parties.

14. **Notices.** Notices required hereunder shall be delivered via certified U.S. mail to the addresses below:

To the City of Cle Elum: Matthew Lundh, Mayor
City of Cle Elum
119 West First Street
Cle Elum, WA 98922

To Contractor: Cindy O'Connell, Head of Finance
ECOnorthwest
920 SW 6th Ave., Suite 1400
Portland, OR 97204

15. **Security.** Contractor will protect confidential information provided by the City pursuant to this Agreement by adhering to policies governing physical, electronic, and managerial safeguards against unauthorized access to an unauthorized disclosure of confidential information. Security standards shall meet or exceed Washington State Office of the Chief Information Officer Standard No. 141.10. Only authorized employees of Contractor shall have access to the City's confidential information, and only for the purposes specified in this Agreement. Contractor shall, within 24 hours of discovery, report to the City any use, access to, or disclosure of the City's confidential information not previously authorized by the City.

16. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly and exclusively in Kittitas County, Washington. The prevailing party in any such action shall be entitled to its costs of suit, including attorneys' fees and expert witness fees.

[REMAINDER OF PAGE LEFT BLANK]

BY THEIR SIGNATURES BELOW, the authorized agents of the parties enter into this Agreement as of the day and year first written above.

CITY OF CLE ELUM

By: _____
Matthew Lundh, Mayor

CONTRACTOR

By:  _____
Morgan Shook shareholder - Partner

Attest/Authenticated:

City Clerk

EXHIBIT A
SCOPE OF SERVICES

DATE:	May 12, 2025
TO:	City of Cle Elum
FROM:	Morgan Shook
SUBJECT:	Cle Elum Fiscal Mitigation and Monitoring

Project Understanding:

On March 26, 2025, the City Council approved the Bullfrog Flats project, which will develop more than 1,300 residential units and potentially up to 950,000 square feet of business park, over a 10–15-year period. The project is subject to a Development Agreement and numerous conditions of approval, including several conditions relating to fiscal monitoring and mitigation. The conditions are intended to protect the City from potential shortfalls that could affect the provision of services, including public safety, parks, transportation, and emergency response.

Based on fiscal analysis developed for the project’s SEPA documents, the development is expected to generate meaningful new revenues, but the timing and alignment of those revenues with the costs of service expansion can present challenges and potential transient shortfalls subject to mitigation. Those contingencies are acknowledged in the conditions of approval and will be addressed through a variety of mechanisms, including those identified in this scope of work.

Prior studies have also observed that some service providers—such as EMS and dispatch—have structural funding limitations that can not be fully addressed through standard tax growth. In this context, the City’s fiscal strategy should be structured in a manner that clearly defines financial responsibilities, ensures cost-sharing where needed, and provides mechanisms to monitor over time per the conditions of approval.

Project Objectives:

The following project objectives are based on the fiscal mitigation measures, both specific and programmatic, that are included in the Bullfrog Flats EIS Addendum (2025) fiscal analysis and the adopted conditions of approval (conditions 95 through 98).

- Develop a clear and actionable fiscal monitoring/mitigation framework that analyzes both one-time and ongoing service impacts from the Bullfrog Flats development.
- Support the negotiation and implementation of mitigation agreements (if required) that reflect the proportional demands placed on the City and KITTCOM.
- Design a monitoring system that is fiscally sound and administratively manageable to track revenues, costs, and mitigation payments at specified monitoring triggers and across the life of the project.
- Provide the City with a formal structure and operational rules that will guide revisiting and adjusting fiscal assumptions, ensuring ongoing alignment with actual development outcomes, at the intervals identified in condition 98—specifically, (1) following final City action on the Bullfrog Flats application for Master Plat approval and the expiration of any applicable appeal periods; (2) following completion and occupancy of Phases S-1, S-2, and J (approximately 1/3 of total units); (3) at completion of the subsequent approximate 1/3 of planned units; and (4) 1 year following completion of the development.
- Equip the City with tools, templates, and recommendations that support long-term financial sustainability and interagency coordination related to the Bullfrog Flats development.

Work Tasks

Task 1: Fiscal Mitigation Framework Development and Administration

- Identify key public services likely to experience cost impacts from the development (e.g., police, fire, EMS, dispatch, parks,).
- Review fiscal assumptions and update with feedback from the City and service providers.
- Define required one-time mitigation contributions (e.g., facility upgrades, equipment, initial staffing) tied to project milestones such as unit thresholds or plat phases, as identified in the conditions of approval.

- If required, define appropriate mechanisms for ongoing fiscal mitigation (e.g., per-unit fees, assessments, or voluntary payments) to support increased operational service demands or identified shortfalls.
- Collaborate closely with the City finance department to:
 - Design internal administrative processes and responsibilities for regular monitoring, reconciliation, and reporting.
 - Establish procedures for gathering/sharing fiscal data with key partner agencies (e.g., EMS, schools, dispatch).

Task 2: Fiscal Monitoring and Review Plan

- Develop a system for tracking key fiscal elements over time (evaluation of actual revenues and costs versus original projections) at the intervals identified in condition 98, including:
 - Revenues from development and occupation taxes (e.g., property tax, sales tax, REET, utility tax).
 - City and partner agency costs attributed to service expansions or delivery.
 - One-time and ongoing mitigation payments (i.e., timing and amount).
 - Design performance indicators and reporting tools for annual use by staff.
- Recommend protocols for data sharing with partner agencies (e.g., KITTCOM).
- If appropriate, develop recommendations to adjust mitigation approaches based on significant variations in development pace and impacts, and provide guidance for updating funding strategies to maintain service sustainability.
- Identify future monitoring tasks, as identified in condition 98.

Deliverables:

- Draft and final fiscal monitoring/mitigation framework memo outlining proposed one-time and ongoing monitoring/mitigation strategies.
- Comprehensive fiscal monitoring and review plan with roles, responsibilities, and update procedures.

Budget and Schedule

The total estimated budget for this project could vary between \$7,500 and \$12,500, depending on the final scope, the level of coordination required, and the number of review cycles with City staff and partner agencies. This budget covers all major tasks, including the development of the fiscal mitigation framework, design of the administrative tracking and monitoring plan, support in drafting mitigation agreement language, and delivery of templates and recommendations to support long-term fiscal management. The estimate assumes a time and materials arrangement covering consulting time, coordination meetings, analysis, and documentation.

The work is expected to be completed within 4 to 8 weeks from project kickoff. A proposed schedule includes:

- Weeks 1–2: Project kickoff, document review, and initial meetings with City finance staff and key stakeholders. We anticipate at least one in-person meeting in Cle Elum.
- Weeks 3–5: Development of the draft fiscal mitigation framework and administrative monitoring plan.
- Weeks 6–7: Internal review, refinement, and preparation of draft mitigation agreement language.
- Week 8: Final review with City staff, delivery of final documents, and handoff of administrative tools, templates, and guidance materials.



2025 Rate Sheet

i.	Project Director	\$240 - 355/hr.
ii.	Senior Project Manager	\$200 - 220/hr.
iii.	Project Manager	\$165 - 185/hr.
iv.	Technical Manager	\$155 - 185/hr.
v.	Associate	\$140 - 160/hr.
vi.	Senior Analyst	\$125 - 145/hr.
vii.	Analyst	\$100 - 120/hr.
viii.	Graphic Design	\$115/hr.
ix.	Administrative	\$85-110/hr.

IMPACT THROUGH INSIGHT

EXHIBIT B

TAXPAYER IDENTIFICATION NUMBER

CITY OF CLE ELUM
119 WEST FIRST STREET
CLE ELUM, WA 98922

In order for you to receive reimbursement from the City of Cle Elum, we must have either a Taxpayer Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Cle Elum before or along the submittal of the first billing voucher.

Please check the appropriate category:

X Corporation ___ Partnership ___ Government Agency
___ Individual/Sole Proprietor ___ Other (please explain)

TIN#: 93-0639592

SS#: ___ ___ - ___ ___ - ___ ___

Print Name: Michelle Wood

Print Title: Contracts Administrator

Business Name: Economic Consultants Oregon, Ltd., dba ECONorthwest

Business Address: 920 SW 6th Ave., Suite 1400 Portland, OR 97204

CITY OF CLE ELUM
Chief of Police

**AGENDA STAFF
REPORT**

AGENDA DATE: 08/12/25

ACTION REQUESTED: Allow the Sergeant vehicle to remain unmarked

BACKGROUND: Traditionally, the PD has operated with only the Police Chief's vehicle as an unmarked unit. When I started in 2009, the Sergeant at the time had an unmarked unit, but Sgt's have not had unmarked units in over a decade. I am in favor of having Sgt's units remain unmarked for multiple reasons.

The main component is officer safety during certain operations. Without delving too deep into specific tactics, there are many situations in which having an unmarked unit is effective and important. Since Sgt. Venera has had my vehicle which remains unmarked, he said he has used the unmarked capabilities multiple times, and the operation would have been more dangerous or unsuccessful had he not had the unmarked unit.

The intent is not to have all Officers running unmarked units, only the admin staff (Chief and two Sgts). It is important to have visibility to the community, and that is not lost on me, it is why I would limit the unmarked units to admin staff. I believe there is a benefit to Officer safety as well as to the community to leave a small number of units unmarked

RECOMMENDATION: Allow Sergeant vehicle's to remain unmarked

ATTACHMENTS:

LEAD STAFF: Chief Rich Albo