

Televised Live and Streamed at the link below:

<https://reflect-midvalley.cablecast.tv/CablecastPublicSite/?channel=2>

1. Regular Session Call to Order

Pledge of Allegiance, Roll Call, and Welcome

2. Approve Agenda

3. Public Comment

The City Council welcomes public attendance at Council meetings. This meeting is for the conduct of regular City business. With very few exceptions, RCW 42.17A.555 prohibits government agencies from allowing the use of public facilities, directly or indirectly, for campaign purposes. At this time, citizen comments and inquiries about agenda business or general City matters are encouraged. If you wish to address the City Council, please stand or raise a hand so you can be called upon. After you are recognized, please come forward to the lectern and state your name for the public record. Your remarks must be limited to three minutes or less. Please use the microphone.

4. Consent Agenda

All matters on the consent agenda have been provided to each Councilmember for review and are considered to be routine or have been previously discussed and will be adopted by one motion and vote without discussion. However, if a Councilmember desires, any item on this agenda will be discussed before any action is taken on it.

- a. Approve Minutes of the April 27, 2026, Regular Meeting.
- b. Approve Minutes of the May 4, 2026, Study Session.
- c. Approve Payroll Checks and Bank Drafts as listed in the attached register in the total amount of \$205,019.73 dated May 7, 2026.
- d. Approve Claims Checks and Bank Drafts as listed in the attached register in the total amount of \$250,963.78 dated May 11, 2026.

5. New Business

- a. AB 26-39: [Proposed] Resolution No. 2026-17, Setting Time, Date, and Place for the 2027-2032 TIP Update Public Hearing.
- b. AB 26-40 Code Enforcement and Community Impact.
- c. AB 26-41: [Proposed] Resolution No. 2026-18, Authorizing Execution of a Local Agency Consultant Agreement with HLA Engineering and Land Surveying, Inc. for the Jackson Street Extension Project.
- d. AB 26-42: Receive Updates from Boards and Selection Committee.

6. Council Meeting Reports and Community Announcements

7. Interview City Council Candidates

8. Executive Session

Purpose: To evaluate the qualifications of candidates for appointment to fill the City Council vacancy. [RCW 42.30.110(1)(h)] Time: 20 minutes. Action: Anticipated action.

9. Select New Councilmember by Majority Roll-Call Vote

10. City Clerk to Administer Oath of Office

11. Adjournment

Next Council Meeting Will Be Held on Tuesday, May 26, 2026.

City Council meetings are accessible to persons with disabilities. For individuals who may require special accommodations, please contact City Hall at (509) 865-6754, 24 hours in advance.

TOPPENISH CITY COUNCIL
Regular Meeting Minutes
April 27, 2026

Mayor Saavedra called the meeting to order at 7:00 p.m.

ROLL CALL

Attendees: Mayor Elpidia Saavedra and Councilmembers Laura Canfield, Naila Prieto Duval, George Garcia, Josh Garza, and Cristian Sanchez.

Staff: City Manager Dan Ford (CM Ford), City Attorney Daniel B. Heid, ACM/Finance Director Adam Vaughn (ACM Vaughn), Public Safety Director Joseph Mehline, Director of Community Infrastructure and Development Andrew Hattori, Public Works Manager Dan Musgraves, Information Technologies Services Manager Van Donley, City Clerk Heidi Riojas (CC Riojas), and Communications Manager Sean Davido.

CC Riojas conducted roll call for each City Councilmember to respond to their attendance at the meeting. Mayor Saavedra and Councilmembers Canfield, Prieto Duval, Garcia, Garza, and Sanchez, responded during roll call.

APPROVE AGENDA

CC Riojas announced that there is a need to add an Executive Session to review the complaint the City received today against an elected official. The time is 30 minutes with potential action. The location for the Executive Session would be immediately after the Consent Agenda and before the Presentation.

Councilmember Sanchez moved, seconded by Councilmember Garza to approve the April 27, 2026, Agenda, as amended. Motion carried unanimously.

PUBLIC COMMENT

The City Council received comments from the public during the meeting.

CONSENT AGENDA

Councilmember Sanchez moved, seconded by Councilmember Canfield to approve Consent Agenda items a through d:

- a. Approve Minutes of the April 13, 2026, Regular Meeting.
- b. Approve Minutes of the April 6, 2026, Study Session.
- c. Approve Payroll Checks and Bank Drafts as listed in the attached register in the total amount of \$314,299.41 dated April 22, 2026.
- d. Approve Claims Checks and Bank Drafts as listed in the attached register in the total amount of \$204,818.89 dated April 27, 2026.

Motion carried unanimously.

EXECUTIVE SESSION

At 7:08 p.m., Mayor Saavedra announced that Council would go into Executive Session to review the complaint received today against an elected official pursuant to RCW 42.30.110(1)(f). The approximate time for the Executive Session is 30 minutes with potential action.

At 7:09 p.m., Council started its Executive Session after all the members of the public left the chambers.

At 7:39 p.m., Mayor Saavedra extended the Executive Session to an additional 15 minutes.

At 7:54 p.m., Mayor Saavedra extended the Executive Session to an additional 10 minutes.

At 8:04 p.m., Mayor Saavedra extended the Executive Session to an additional 10 minutes.

At 8:14 p.m., Mayor Saavedra reconvened the regular session back to order.

Mayor Saavedra moved, seconded by Councilmember Sanchez to forward this complaint to an outside investigator to further seek information to provide to the Council. Motion carried unanimously.

PRESENTATION

Sustaining Financial Stability: Progress and Continued Focus.

ACM Vaughn presented Council with the outcome of the difficult fiscal decisions they made with the 2025 Budget. He noted that there was still a budget deficit; however, reduced from the initial almost \$1.6 million budget deficit at the end of 2024 to the \$109,010 budget deficit in 2025. ACM Vaughn emphasized that management of the budget deficit is crucial to maintain the progress Council has made over the past year.

NEW BUSINESS

Select Mayor Pro Tem for 2026-2027.

CM Ford reported that in addition to selecting a new Mayor Pro Tem there were also vacancies on the Boards and Selection Committee, the Cable Regulation Board, Driving Rural Yakima Valley Economy, and the Yakima County Wide Policy Planning Committee.

Mayor Saavedra called for nominations for the position of Mayor Pro Tem for 2026 and 2027. Councilmember Sanchez nominated himself. Councilmember Garcia nominated himself. Mayor Saavedra closed nominations for the position of Mayor Pro Tem.

Votes for the position of Mayor Pro Tem were as follows:

Councilmember Sanchez: Mayor Saavedra and Councilmember Sanchez.

Councilmember Garcia: Councilmember Canfield, Councilmember Prieto Duval, Councilmember Garcia, and Councilmember Garza.

Councilmember Garcia was elected Mayor Pro Tem for 2026 and 2027.

Councilmember Garza volunteered to serve on the Boards and Selection Committee.

Mayor Pro Tem Garcia volunteered to serve on the Cable Regulation Board.

Councilmember Canfield volunteered to serve on Driving Rural Yakima Valley Economy.

Councilmember Prieto Duval volunteered to serve on the Yakima County Wide Policy Planning Committee.

COUNCIL MEETING REPORTS/COMMUNITY ANNOUNCEMENTS

The City Councilmembers provided reports of their activities since the last meeting and community announcements.

ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 8:50 p.m.

ELPIDIA SAAVEDRA, MAYOR

HEIDI RIOJAS, CMC, CITY CLERK

**TOPPENISH CITY COUNCIL
Study Session Minutes
May 4, 2026**

CALL TO ORDER

Mayor Saavedra called the meeting to order at 5:00 p.m.

ROLL CALL

Attendees: Mayor Elpidia Saavedra and Councilmembers Laura Canfield, Naila Prieto Duval, George Garcia, Josh Garza, and Cristian Sanchez.
Staff: ACM/Finance Director Adam Vaughn (ACM Vaughn), City Attorney Daniel Heid, Public Safety Director Joseph Mehline, Director of Community Infrastructure and Development Andrew Hattori, Information Technology Services Manager Van Donley, City Clerk Heidi Riojas (CC Riojas), and Communications Manager Sean Davido.

CC Riojas conducted roll call for each City Councilmember to respond to their attendance at the meeting. Mayor Saavedra and Councilmembers Canfield, Prieto Duval, Garcia, Garza, and Sanchez, responded during roll call.

APPROVE AGENDA

Councilmember Sanchez moved, seconded by Councilmember Canfield to approve the May 4, 2026, Agenda. Motion carried unanimously.

PRESENTATION

Receive Updates from 14th District Representative Deb Manjarrez and Representative Gloria Mendoza.

Representative Mendoza updated the Council on the outcomes of the most recent legislative session. She shared that Representative Deb Manjarrez was unable to attend the meeting due to illness. Representative Mendoza reported that the City was successful in securing \$155,000 in funding for new playground equipment through the 2026 Supplemental Capital Budget. She encouraged the Council to continue submitting funding applications to help address community challenges and infrastructure needs.

PUBLIC COMMENTS UPDATE

ACM Vaughn updated Council on the public comments received in April 2026. He provided an update on the status of funding for the new street sweeper.

PUBLIC COMMENT

The City Council received no comments from the public during the meeting.

NEW BUSINESS

Receive Update on Progress Filling Vacant City Council and Advisory Commission Positions.

ACM Vaughn reported there were four applicants for Council vacancy and two applicants for the Parks and Recreation Advisory Board positions. He summarized the interview process for both positions. The City Council will conduct interviews for the Council vacancy, and the Boards and Selection Committee will conduct the interviews for the Advisory Board positions.

ACM Vaughn noted that the Boards and Selection Committee will coordinate interviews with CC Riojas.

It was the consensus of Council to set a deadline of 5:00 p.m. on Wednesday, May 6, 2026, for the Council vacancy and conduct interviews during the May 11, 2026, Regular Meeting.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 5:47 p.m.

ELPIDIA SAAVEDRA, MAYOR

HEIDI RIOJAS, CMC, CITY CLERK

Payroll Check Register

Payroll for Period: 4/16-4/30, 2026

Description	Payment Type	Payment Number	Amount
ACH Payroll 4/16-4/16, 2026	Bank Draft	ACH Payroll	\$120,083.87
City of Toppenish - Longevity	Regular	38902	\$357.05
Toppenish Police Officer Association	Regular	38903	\$808.50
Treasurer IAFF #2328	Regular	38904	\$244.50
United Way of Yakima Co.	Regular	38905	\$3.00
Employment Security Dept. - LTC (EFT)	Bank Draft	DFT0000352	\$5,226.75
Employment Security Dept. - PFML (EFT)	Bank Draft	DFT0000353	\$11,483.22
Aflac (EFT)	Bank Draft	DFT0000354	\$64.29
Aflac (EFT)	Bank Draft	DFT0000355	\$131.73
MissionSquare (EFT)	Bank Draft	DFT0000356	\$5,232.87
Nationwide Retirement Solutions (EFT)	Bank Draft	DFT0000357	\$1,879.74
Dept of Retirement Systems	Bank Draft	DFT0000358	\$20,841.89
Internal Revenue Service	Bank Draft	DFT0000359	\$38,662.32
Grand Total			\$205,019.73

Payroll Checks

Payroll Checks 38902-38905 and Electronic Transfers DFT0000352-DFT0000359.

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 herein, 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 of Toppenish, and that I am authorized to authenticate and certify to said claim.

Adam Vaughn, Finance Director

May 8, 2026

Date

AP Check Register
May 1st Council Period

Description	Payment Type	Payment Number	Amount
Albert Montelongo Jr.	Regular	NR37116	-\$212.16
Fry, Dana	Regular	NR37779	-\$7.30
Pacific Power - Yakima Operations Center	Regular	NR38159	-\$4,135.00
Yakima Valley Tourism	Regular	NR38659	-\$800.00
Inductive Automation	Regular	38901	\$29,882.71
Aerzen USA Corporation	Regular	38906	\$63,624.54
Alba Enterprises	Regular	38907	\$200.00
Albert Montelongo Jr.	Regular	38908	\$212.16
Amazon Capital Services	Regular	38909	\$1,752.06
Anatek Labs, Inc.	Regular	38910	\$1,205.00
Andrew Hattori	Regular	38911	\$177.63
Blaze Plan Review	Regular	38912	\$375.00
Board for Volunteer Firefighters	Regular	38913	\$1,002.60
Capitol Path Consulting LLC	Regular	38914	\$5,000.00
Cascade Natural Gas Corp.	Regular	38915	\$269.07
CenturyLink	Regular	38916	\$854.13
CenturyLink - Lumen	Regular	38917	\$1,626.47
Charter Communications	Regular	38918	\$1,508.54
Christopher Jones	Regular	38919	\$108.00
Cintas Corporation #605	Regular	38920	\$31.17
City of Toppenish	Regular	38921	\$3,810.94
Columbia Cleaners	Regular	38922	\$115.92
Connetix Engineering, Inc.	Regular	38923	\$3,527.05
Dell Marketing L.P.	Regular	38924	\$109.84
Department of Commerce	Regular	38925	\$526.80
Department of Licensing	Regular	38926	\$90.00
Dept. Of Transportation	Regular	38927	\$88.27
DeVries Business Records Management, Inc.	Regular	38928	\$96.00
EarthCam, Inc.	Regular	38929	\$750.00
Elwood Staffing Services, Inc.	Regular	38930	\$942.64
First Responder Outfitters, Inc.	Regular	38931	\$126.71
Fry, Dana	Regular	38932	\$7.30
GMP Consultants LLC	Regular	38933	\$343.75
Hanks, Michael E	Regular	38934	\$125.00
Howard's Tire Factory Inc	Regular	38935	\$797.63
Ideal Lumber & Hardware, Inc.	Regular	38936	\$1,264.21
Intermountain Cleaning Service, Inc.	Regular	38937	\$4,787.18
James Andrews	Regular	38938	\$6,000.00
LEAF Capital Funding LLC	Regular	38939	\$228.33
L-P Body Shop, Inc.	Regular	38940	\$493.13
Media Control Systems. LLC	Regular	38941	\$4,000.00
Moon Security Service, Inc.	Regular	38942	\$173.21
N-able Technologies LTD	Regular	38943	\$50.13
Nutrien Ag Solutions, Inc.	Regular	38944	\$1,584.08
ODP Business Solutions, LLC	Regular	38945	\$33.42
One Call Concepts, Inc.	Regular	38946	\$75.06
O'Reilly Auto Parts	Regular	38947	\$277.96
OVS - Orchard & Vineyard Supply, LLC	Regular	38948	\$52.08
Owen Equipment Company	Regular	38949	\$617.56
Oxarc, Inc.	Regular	38950	\$10,280.61

Pacific Power & Light Co.	Regular	38951	\$1,018.74
Padilla Villafan, Jesus	Regular	38952	\$184.00
Pape' Machinery	Regular	38953	\$468.66
Precision Ag Repair Inc.	Regular	38954	\$1,300.40
Price Ford of Yakima Valley, LLC	Regular	38955	\$868.83
Racom Corporation	Regular	38956	\$1,756.74
Rathbun Iron Works, Inc.	Regular	38957	\$65.87
Safelite Fulfillment, Inc.	Regular	38958	\$757.82
Selland Const Inc	Regular	38959	\$900.00
SHC Medical Center Toppenish	Regular	38960	\$630.00
Sholtys, John	Regular	38961	\$39.00
Solid Waste Division	Regular	38962	\$26,018.82
The Healthy Worker	Regular	38963	\$304.00
Inc.	Regular	38964	\$135.38
Tri-Valley Constructiion, Inc.	Regular	38965	\$900.00
Tyler Technologies Inc.	Regular	38966	\$36,015.17
Verizon Wireless	Regular	38967	\$1,648.74
VESTIS	Regular	38968	\$32.48
Vimly Benefit Solutions, Inc.	Regular	38969	\$3,378.34
Workhub Software Inc.	Regular	38970	\$42.00
Yakima Chrysler Dodge Jeep Ram Fiat	Regular	38971	\$6,406.14
Yakima Herald Republic	Regular	38972	\$112.20
Yakima Humane Society	Regular	38973	\$1,000.00
Yakima Waste Systems, Inc.	Regular	38974	\$49.82
Wex Bank (EFT)	Regular	DFT0000350	\$11,029.20
USDA RD DCFO Loan (EFT)	Regular	DFT0000351	\$11,852.00
Grand Total			\$250,963.78

Account Payable Checks

Accounts Payable Checks 38901 and 38906-38974 and Voided Checks NR37116, NR37779, NR38159 and NR38659 and Electronic Transfers DFT0000350-DFT0000351.

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 herein, 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 of Toppenish, and that I am authorized to authenticate and certify to said claim.

Adam Vaughn, Finance Director

5/8/2026

Date

Meeting Date: May 11, 2026

Subject: AB 26-39: [Proposed] Resolution No. 2026-17, Setting Time, Date, and Place for the 2027-2032 TIP Update Public Hearing.

Attachments: 1. Resolution No. 2026-17 Setting Public Hearing for TIP Update

Presented By: Andrew Hattori, CED Director

Approved for Dan Ford, City Manager

Agenda By:

Discussion:

Pursuant to RCW 35.77.010, cities within Washington State are required to update their six-year Transportation Improvement Program (TIP) on a yearly basis. This update must include a public hearing on the preliminary plan, followed by an adoption via resolution. The plan must be adopted before July 1st of every year and subsequently filed with secretary of transportation.

The City of Toppenish wishes to begin the six-year TIP update process and the proposed resolution would set a public hearing for June 8th, 2026 at 7:00 PM in Council Chambers, this would be during the first regular meeting in June.

Fiscal Impact:

None.

Recommendation:

Approve Resolution No. 2026-17 Setting a Public Hearing on June 8th at 7:00 PM in Council Chambers for the six-year TIP.

Alternatives:

RESOLUTION NO. 2026-17

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOPPENISH, WASHINGTON, SETTING 7:00 P.M. MONDAY, JUNE 8,
2026, AS THE TIME AND DATE FOR A PUBLIC HEARING TO
CONSIDER THE UPDATES FOR THE 2027-2032 TRANSPORTATION
IMPROVEMENT PROGRAM**

WHEREAS, the City of Toppenish has prepared a preliminary Transportation Improvement Program (TIP) for 2027-2032 in accordance with all applicable state laws and local ordinances; and

WHEREAS, public hearings are required to consider public comment on the proposed TIP; and

WHEREAS, the City of Toppenish wishes to set a date, time, and location for the required public hearing and authorize the publication of the official notice;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON AS FOLLOWS:

Section 1. Notice of Hearing: That a public hearing to consider the 2027-2032 TIP update will be held before the Toppenish City Council in the Toppenish City Council Chambers at the hour of 7:00 PM, on June 8, 2026:

Section 2. Corrections: The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbering and any references thereto.

Section 3. Effective Date: This Resolution shall be effective immediately upon passage and signatures hereto

PASSED by the Toppenish City Council at its regular meeting held on May 11, 2026.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

Meeting Date: May 11, 2026

Subject: AB 26-40 Code Enforcement and Community Impact.

Attachments: 1. PP for council 05 2026

Presented By: Tia Hickman

Approved for Dan Ford, City Manager

Agenda By:

Discussion:

Code Enforcement Officer Tia Hickman will provide an overview of code enforcement within the City of Toppenish.

Fiscal Impact:

Recommendation:

Alternatives:



***Code Enforcement
and
Community Impact***

Code Enforcement

- Property maintenance*** (public and private property)
- Vacant/ unsafe structures***
- Weedy lots/ overgrown vegetation***
- Fire Inspections***
- Parking enforcement/ problems***
- Animal Calls/ problems***
- Permits/ Business license***
- Clear view***
- Graffiti***
- Public Health and Safety-***























Meeting Date: May 11, 2026

Subject: AB 26-41: [Proposed] Resolution No. 2026-18, Authorizing Execution of a Local Agency Consultant Agreement with HLA Engineering and Land Surveying, Inc. for the Jackson Street Extension Project.

Attachments: 1. Resolution No. 2026-18 Jackson Street Extension LACA
2. 2026-04-30 12095 Jackson Street ROW - LACA - LP_AEPS

Presented By: Andrew Hattori, CED Director

Approved for Dan Ford, City Manager

Agenda By:

Discussion:

The City of Toppenish is advancing the Jackson Street Extension Project, Federal Aid Number STPUS-6423(001), which includes completion of final design and right of way (ROW) acquisition.

The City previously entered into a lump sum consultant agreement with HLA Engineering and Land Surveying, Inc. (HLA) in 2012 for the preliminary engineering (PE) phase of the project. Due to current WSDOT Local Agency requirements, the existing agreement cannot be used to add a new phase of work or revised scope. As a result, the City is requesting approval to terminate the existing agreement with HLA and enter into a new Local Agency Consultant Agreement (cost plus fixed fee).

A Sole Source request has been prepared to retain HLA as the consultant of record. HLA has been involved in the project since its inception, and continuing with the same consultant maintains project knowledge, supports the project schedule, and avoids additional costs associated with onboarding a new consultant.

The proposed agreement includes remaining PE and ROW services necessary to complete the project and proceed to construction.

Fiscal Impact:

No changes to secured federal funding or the allocated local match. Funding for this work is already included in the project budget.

Recommendation:

Approve Resolution 2026-18 authorizing the City Manager to execute the Local Agency Consultant Agreement with HLA Engineering and Land Surveying, Inc. for the Jackson Street Extension Project, contingent upon WSDOT approval of the Sole Source request and concurrence from Yakima County.

Alternatives:

RESOLUTION NO. 2026-18

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOPPENISH, WASHINGTON, APPROVING A LOCAL
AGENCY CONSULTANT AGREEMENT WITH HLA
ENGINEERING AND LAND SURVEYING, INC. FOR
PRELIMINARY ENGINEERING AND RIGHT OF WAY
SERVICES ASSOCIATED WITH THE JACKSON STREET
EXTENSION PROJECT**

WHEREAS, the City of Toppenish is advancing the Jackson Street Extension Project, Federal Aid Number STPUS-6423(001), which includes completion of final design and right of way acquisition; and,

WHEREAS, the City previously entered into a consultant agreement with HLA Engineering and Land Surveying, Inc. (HLA) in 2012 for the preliminary engineering phase of the project; and,

WHEREAS, the existing agreement cannot be used to add a new phase of work or revised scope under current Washington State Department of Transportation (WSDOT) Local Agency requirements; and,

WHEREAS, the City desires to terminate the existing agreement and enter into a new Local Agency Consultant Agreement with HLA for remaining preliminary engineering and right of way services; and,

WHEREAS, the Toppenish City Council finds it is in the best interest of the City to approve the agreement to maintain project continuity and support completion of the project.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON AS FOLLOWS:

Section 1. Approval: The Local Agency Consultant Agreement with HLA Engineering and Land Surveying, Inc. for the Jackson Street Extension Project is hereby approved, contingent upon approval of the Sole Source request and concurrence from Yakima County. The City Manager is authorized and directed to execute said agreement on behalf of the City.

Section 2. Corrections: The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbering and any references thereto.

Section 3. Effective Date: This Resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on May 11, 2026.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

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

Agreement Number: 12095

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 STPUS-6423(001)
UBI Number 60017737	Federal TIN or SSN Number 91-1237188
Execution Date	Completion Date December 31, 2029
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title Jackson Street Extension	
Description of Work Professional engineering for assistance with final engineering and right-of-way (ROW) acquisition for the reconstruction of Jackson Street from Juniper Street west approximately 1,000 feet, then extend Jackson Street approximately 2,000 feet to Ward Road; and construction of an extended section with hot mix asphalt, curb and gutter, sidewalks, storm drainage, and street lighting.	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation	Total Amount Authorized: \$45,000 Management Reserve Fund: Maximum Amount Payable: \$45,000

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: 12095

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Toppenish 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: 12095

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: Dan Ford, PE
Agency: City of Toppenish
Address: 21 W. First Avenue
City: Toppenish State: WA Zip: 98948
Email: dan.ford@cityoftoppenish.us
Phone: (509) 865-4500
Facsimile:

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@hla civil.com
Phone: (509) 966-7000
Facsimile:

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: Dan Ford, PE
Agency: City of Toppenish
Address: 21 W. First Avenue
City: Toppenish State: WA Zip: 98948
Email: dan.ford@cityoftoppenish.us
Phone: (509) 865-4500
Facsimile:

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.

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HLA Engineering and Land Surveying, Inc. (CONSULTANT)

1.0 Project Management

- 1.1 Perform project management, and administrative support for the PROJECT, including reporting, invoicing, and file maintenance.
- 1.2 Coordinate with AGENCY and project team regarding project status and next steps, as needed. The CONSULTANT shall also be responsible for satisfying applicable requirements associated with project funding through YVCOG and shall represent the AGENCY, as requested, including providing updates to stakeholders and participation in TAC and MPACT meetings.

2.0 Funding Administration

- 2.1 Assist AGENCY with coordination and preparation of documentation required for obligating subsequent project phases.
- 2.2 Assist with preparation and submittal of reimbursement documentation.

3.0 Design Engineering

- 3.1 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 and QA/QC comments, and prepare final plans, specifications, and estimate.
 - c. Provide final plans and specifications for the AGENCY in PDF format suitable for printing and use at the time of bid advertisement. It is anticipated that CONSULTANT will prepare one (1) complete set of plans and specifications for one bid call; additional bid packages will be billed as additional services.
 - 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.
- 3.2 Prepare a NEPA Categorical Exclusion (CE) reevaluation, including updates to the Area of Potential Effects (APE), as required, for review and approval by the controlling authority.

4.0 Bidding Support

- 4.1 Post bid documents to the CONSULTANT website and notify the AGENCY, funding agency, approving authority or authorities, utility companies, and plan centers of the PROJECT posting.
- 4.2 Create and maintain a planholder list and post to the CONSULTANT website.
- 4.3 Answer questions and/or supply information as requested by prospective bidders.
- 4.4 Prepare and issue addenda to contract documents, if necessary.
- 4.5 Participate in the bid opening, evaluate bids, prepare bid tabulation, and make a recommendation for award.

5.0 Right of Way

- 5.1 Right of Way (ROW) Project Management and Administration
 - a. Prepare for and attend design development meetings as requested by the AGENCY.
 - b. Provide pre-acquisition services to support design development.
 - c. Respond to inquiries and needs identified by the AGENCY and/or stakeholders.
 - d. Review AGENCY's approved Right of Way procedures.
 - e. Provide oversight of ROW activities to comply with state law, WSDOT LAG Manual Chapter 25, and AGENCY's WSDOT-approved ROW procedures.
 - f. Provide updates on ROW activities.
 - g. Develop and execute the ROW program in compliance with state law, Uniform Act, and WSDOT requirements.
 - h. Maintain quality control/quality assurance protocols in the execution of the ROW tasks.

- 5.2 Title Review
 - a. Create a state and federal compliant project file for each parcel.
 - b. Submit requests for new and/or updated title commitments.
 - c. Review title report(s) for each parcel and identify exception(s).
 - d. Identify methods of title clearance per AGENCY direction.

- 5.3 Valuation Services and Coordination
 - a. Coordinate valuation tasks, including appraisal and appraisal review or Waiver Valuation, as applicable.
 - b. Provide documentation to support the AGENCY's Determination of Value (DV) and integrate findings into offer packages.
 - c. Coordinate development of Just Compensation for AGENCY approval.

- 5.4 Negotiations and Administrative Settlements
 - a. Prepare, deliver, and present Offer Packages.
 - b. Negotiate settlements, and draft justification memos (as necessary).
 - c. Support in preparation of condemnation ordinance(s), if required.

- 5.5 WSDOT Certification and Project Closeout
 - a. Coordinate with AGENCY during the closing and certification process.
 - b. Facilitate execution of conveyance documents, payment vouchers, and closing documentation.
 - c. Compile completed acquisition files and submit for WSDOT Local Agency Coordinator (LAC) review.
 - d. Address comments from WSDOT Local Programs and support ROW certification approval.
 - e. Prepare final parcel files (electronic and/or hard copy) for AGENCY records.

Assumptions:

- 1. The Construction phase of the project includes federal funding and WSDOT ROW Certification will be required.
- 2. The AGENCY requires no more than one (1) partial acquisition consisting of up to one (1) fee or permanent easement acquisition.
- 3. No full acquisitions will be performed.
- 4. No design changes will occur after the initial valuation assignment is authorized.

Exhibit A - Continued Scope of Work

5. Legal descriptions suitable for recording and meeting all WSDOT requirements will be prepared by CONSULTANT.
6. No occupants or personal property will be displaced, and no relocation services will be required.
7. CONSULTANT will utilize WSDOT templates and provide documents to the AGENCY for review and approval.
8. No more than one (1) appraisal and one (1) appraisal review will be required.
9. If impacts make an acquisition eligible for a waiver valuation, the Waiver Valuation process may be utilized.
10. Title reports will be provided by the AGENCY.
11. The AGENCY will pay directly to the title company for all expenses associated with title commitments, recording fees, escrow services, and title insurance.

Exhibit B
DBE Participation

None required.

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.

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. Provide all available information pertinent to the PROJECT relative to the completion of design and construction of the PROJECT.
3. Examine all documents presented by CONSULTANT and provide written decisions within a reasonable time so as not to delay the work of CONSULTANT. All design submittals and documentation requiring AGENCY approval and/or signatures and/or processing shall be accomplished within two (2) weeks of submittal or request by CONSULTANT.
4. Obtain approval of all government authorities for the PROJECT, and approvals and consents from other individuals as necessary for completion of the PROJECT.
5. Review and pay for PROJECT bid advertisement costs, as may be required.
6. Review and process all environmental processes required for the PROJECT.
7. Review and process all federal funding reimbursement requests.
8. Pay for all necessary permits and testing fees not paid by the Contractor.
9. The AGENCY shall provide any existing right-of-way files that are pertinent to the design.

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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 EXHIBIT D-1 (Fee Determination).

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

Jackson Street Extension	
HLA Engineering and Land Surveying, Inc. 2803 River Road Yakima, WA 98902	
Job Classifications	Direct (RAW) Labor Hourly Rate NTE
Senior Principal Engineer	\$134.00
Licensed Principal Engineer	\$114.00
Licensed Principal Land Surveyor	\$119.00
Director of Engineering, Construction	\$116.00
Licensed Professional Engineer	\$92.00
Licensed Professional Land Surveyor	\$87.00
Supervisors - Construction, Planning, Other	\$82.00
Resident Engineer (I-II)	\$75.00
Planner (I-III)	\$77.00
CAD Technician (I-II)	\$57.00
Surveyor (I-II)	\$63.00
Project Engineer (I-II)	\$64.00
Administrative (I-III)	\$63.00
Contract Administrator (I-III)	\$63.00
Engineering Technician (I-III)	\$56.00
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)

Jackson Street Extension

HLA Project Number 12095

Employee Classification	Senior Principal Engineer	Licensed Principal Engineer	Director of Engineering, Construction	Licensed Professional Engineer	Licensed Professional Land Surveyor	Supervisors - Construction, Planning, Other	Contract Administrator (I-III)	CAD Technician (I-II)	Engineering Technician (I-III)	Administrative (I-III)	Total Labor Hours	Total Labor Dollars	
Direct Labor Rate Used	\$134.00	\$114.00	\$116.00	\$92.00	\$87.00	\$65.00	\$45.00	\$50.00		\$52.00			
1.0 Project Management	1	1	0	1	0	0	0	0	0	2	5	\$444.00	
1.1 Project Management, Invoicing, and Controls	1	1								2	4	\$352.00	
1.2 Project Team Coordination Meetings				1							1	\$92.00	
2.0 Funding Administration	0	0	0	1	0	0	1	0	0	0	2	\$137.00	
2.1 Assist in preparation and/or review of documentation				1							1	\$92.00	
2.2 Assist with funding reimbursements							1				1	\$45.00	
3.0 Design Engineering	1	14	1	0	1	1	0	15	0	0	33	\$2,748.00	
3.1 Final Plans, Specs, and Estimate	1	12	1		1	1		15			31	\$2,520.00	
3.2 Environmental Re-evaluation		2									2	\$228.00	
												Direct Non-Salary Expenses	
									Printing	\$	158.25	\$158.25	
5.0 Bidding Support	0	3	0	0	0	1	3	0	0	0	7	\$542.00	
5.1 Create and maintain planholder list							1				1	\$45.00	
5.2 Address questions from prospective bidders		1									1	\$114.00	
5.3 Prepare addenda		1					1				2	\$159.00	
5.4 Participate in bid opening and award process		1				1	1				3	\$224.00	
												Direct Non-Salary Expenses	
									Vehicle Mileage	48 Miles @	\$ 0.725	\$34.80	
6.0 Right of Way	0	2	0	35	5	0	0	0	0	0	42	\$3,883.00	
6.1 ROW Project Management and Administration		2		8							10	\$964.00	
6.2 Title Review				5	5						10	\$895.00	
6.3 Valuation Services and Coordination				8							8	\$736.00	
6.4 Negotiations and Administrative Settlements				6							6	\$552.00	
6.5 WSDOT Certification and Project Closeout				8							8	\$736.00	
												Direct Non-Salary Expenses	
									Vehicle Mileage	48 Miles @	\$ 0.725	\$34.80	
Task Total Hours	2	20	1	37	6	2	4	15	0	2	89		
Task Total Direct Labor (DL) excluding Non-Salary Expenses	\$268.00	\$2,280.00	\$116.00	\$3,404.00	\$522.00	\$130.00	\$180.00	\$750.00	\$0.00	\$104.00		\$7,754.00	
												Indirect Cost Rate (ICR) Costs	
												122.18	\$9,473.84
												Fixed Fee on DL + ICR	
												15%	\$2,584.18
DIRECT NON-SALARY EXPENSES													
												Vehicle Mileage Total	\$69.60
												Printing Total	\$158.25
												Subconsultant Total	\$24,960.14
Total Estimated Budget:												\$45,000.00	

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.

See attached Scope and Fee Proposal from Commonstreet Consulting.

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COMMONSTREET

CONSULTING

1102 A Street, Suite 300 #306
Tacoma, WA 98402.

(206)920-4017

info@csrow.com
www.csrow.com



April 28, 2026

Mike Uhlmann, PE

HLA
2803 River Road
Yakima, WA 98902

Re: Scope and Fee Proposal – Toppenish: Jackson Street Extension

Thank you for the opportunity to provide right of way services for this important transportation design project for the City of Toppenish. It is our understanding that Commonstreet is providing turn-key right of way services for the Jackson Street Extension project. This work will include early design/pre-acquisition support services, *immediate early engagement* with the School District, valuations, property owner negotiations and acquisition documentation, closing, and Washington State Department of Transportation (WSDOT) certification support. The scope and fee proposal provided herein is in response to request for a scope and fee for a project with Federal Highway Administration (FHWA) funding in the Construction phase and is based on ICR/FAR rates.

Scope Summary and Project Understanding

The fee proposal provided herein are based upon an assumption of potential ROW impacts assuming up to one (1) fee or permanent easement (PE) acquisition. It is understood that any change in scope will require an amendment in scope and fee. All right of way activities will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), WSDOT LAG manual, and the City's WSDOT Approved ROW Procedures. This is a total amount not to exceed (NTE) budget and allocation between subtasks is for reference only and does not constitute separate budgets for each subtask. It is understood that time is of the essence.

Assumptions

- The Construction phase of the project have federal funding and WSDOT ROW Certification will be required.
- The City requires no more than one (1) partial acquisition consisting of up one (1) fee or permanent easement acquisition.
- There are no full acquisitions.
- No design changes will occur after the initial valuation assignment is authorized.
- Legal descriptions suitable for recording and meeting all WSDOT requirements will be provided to Commonstreet from a licensed survey company.
- No occupants or personal property will be displaced requiring relocation services and no relocation services will be required.
- Commonstreet will utilize WSDOT templates and provide to the City for approval.
- No more than one (1) Appraisal and one (1) Review Appraisal will be required.



- If impacts make an acquisition eligible for a waiver valuation, Commonstreet will utilize the Waiver Valuation process to save time.
- Title reports will be provided by the City or HLA.
- The City's WSDOT Approved Right of Way Procedures are current and WSDOT will not require modification.
- The City will pay directly to the title company all expenses for title commitments, recording fees, escrow services, and title insurance.
- If the Notice to Proceed (NTP) is received after 120 days from this proposal, fees and billing rates may require revision to reflect cost of living increases and current business conditions.

Best regards,

A handwritten signature in blue ink, appearing to read 'Ted Parry'.

Ted Parry, JD
Washington State
Local Public Agency Manager

Scope of Services

Task 1.0 – ROW Project Management and Administration

- Prepare for and attend design development meetings as requested by the City or the project team;
- Provide pre-acquisition services as requested by the City or project team to support early design development;
- Respond to inquiries and needs identified by your team, the City and/or Project Stakeholders;
- Oversight of preliminary ROW activities to comply with WSDOT requirements;
- Provide written and oral status updates on right of way activities;
- Provide oversight to all aspects of the right of way program;
- Review City's approved Right of Way Procedures;
- Develop and execute the Right of Way program in compliance with state law, Uniform Act and WSDOT requirements;
- Provide oversight of ROW activities to comply with WSDOT certification requirements;
- Maintain quality control/quality assurance protocols in the execution of the right of way tasks;
- Coordinate title reviews.

Task 2.0 – Title Review

- Create a state and federal compliant project file;
- Request the the City order new and/or updates to existing title commitment;
- Review title reports for each parcel and identify each exception;
- Once a parcel's title interest has been reviewed, identify methods of clearance per City direction.



Task 3.0 – Valuation Services and Coordination

- Coordinate valuation task and any subconsultants;
- Provide all documentation required to complete the City’s Determinations of Value and integrate findings into offer packages.
- Commonstreet will manage Right of Way Team sub-consultants to prepare the appraisal and review appraisal, or if possible complete a Waiver Valuation in house.
- Coordinate the development of DV/Just Compensation approved by the Agency.

Task 4.0 - Negotiations, Administrative Settlements, QA/QC

- Project file set-up;
- Review of all valuation and compensation data;
- QA/QC of all documents, tasks, and processes before, during, and after acquisition process;
- Prepare, deliver and present offer packages;
- Negotiate settlements, and draft justification memos when necessary;
- Clear encroachments to comply with federal and state requirements;
- Additionally, includes support preparing condemnation ordinance(s) when required.

Task 5.0– WSDOT Certification and File Close Out

- Collaborate with City during certification process;
- Set up client escrow account or facilitate execution of all conveyance documents, payment vouchers, proof of payment and closing data along with recorded conveyance documents and closing of files;
- Compile completed/closed files to provide to WSDOT LAC;
- Address any items brought forth by Local Programs;
- Prepare parcel files (electronic and/or hard copy) in a format requested by the City and provide to City for retention.

Scope and Fee Table Summary

Toppenish-Jackson Street Extension

4/28/26

The overhead rate shall increase to the revised state overhead rate, effective upon approval of the revised overhead rate by the state in which the project is located.

Indirect Cost Rate	121.85%
Fixed Fee %	30.00%

Tasks	Job Classifications	Fully Burdened NTE Rate	Qty.	Total
1.0 Project Management and Administration	Principal	\$314.81	2	\$629.63
	Sr. Project Manager	\$249.33	6	\$1,495.99
	Sr. Project Control Specialist	\$171.26	15	\$2,568.87
2.0 Title Review	Sr. Project Control Specialist	\$171.26	3	\$513.77
3.0 Valuation Services and Coordination	Sr. Project Manager	\$249.33	1	\$249.33
	Sr. Project Control Specialist	\$171.26	3	\$513.77
4.0 Negotiations, Administrative Settlements, and QA/QC	Sr. Right of Way Agent	\$204.00	45	\$9,179.93
5.0 WSDOT Certification and File Close Out	Sr. Project Control Specialist	\$171.26	12	\$2,055.10
Labor Hours Total			87	\$17,206.39
Expenses	Type	Rate	Qty.	Total
Other Direct Costs (ODC's)	Appraisal	\$5,500.00	1	\$5,500.00
	Appraisal Review	\$1,750.00	1	\$1,750.00
	Reproduction, Postage, and Delivery	\$250.00	1	\$250.00
	Mileage at current federal rate	0.725	350	\$253.75
Expense Total				\$7,753.75
Contract Total				\$24,960.14

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 OFFICIAL
- 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

Agreement Number: 12095

Exhibit G-1(b) Certification of AGENCY OFFICIAL

I hereby certify that I am the:

AGENCY OFFICIAL

Other

of the CITY OF TOPPENISH, 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: 12095

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

Agreement Number: 12095

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.

N/A

Consultant (Firm Name)

N/A

Signature (Authorized Official of Consultant)

Date

Agreement Number: 12095

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 N/A * are accurate, complete, and current as of N/A **.

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: HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

N/A

Signature

N/A

Title

Date of Execution***: N/A

*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.

Agreement Number: 12095

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 \$ N/A

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ N/A

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: \$ N/A

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

N/A

Agreement Number: 12095

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.

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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 meet 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.

Agreement Number: 12095

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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Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

June 24, 2025

HLA Engineering and Land Surveying, Inc.
2803 River Rd
Yakima, WA 98902

Subject: Acceptance FYE 2024 ICR - Risk Assessment Review - Local Agency ONLY

Dear Lisa Adams:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2024 ICR of 122.18% (rate includes .38 FCCM). This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultanrates@wsdot.wa.gov.

Regards,


Schatzie Harvey (Jun 24, 2025 10:32 PDT)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

Meeting Date: May 11, 2026
Subject: AB 26-42: Receive Updates from Boards and Selection Committee.
Attachments: None
Presented By: Heidi Riojas, City Clerk
Approved for Dan Ford, City Manager
Agenda By:

Discussion:

The Boards and Selection Committee, consisting of Mayor Pro Tem Garcia, Councilmember Prieto Duval, and Councilmember Garza, will present its recommendations to the full Council for consideration and appointment to the Parks and Recreation Advisory Board.

Fiscal Impact:

Recommendation:

Alternatives: