



SELAH CITY COUNCIL

Regular Meeting

January 13, 2026

5:30 p.m.: Regular Scheduled Meeting

Significant items on the Agenda – such as Consent Agenda Items, Public Hearings, Ordinances and Resolutions
– will have an explanatory Agenda Item Sheet (AIS)

A yellow AIS cover page indicates an action item.

A blue AIS cover page indicates an informational/non-action item.



Selah City Council
Meeting Date: January 13, 2026
5:30 p.m.: Regular Meeting

Mayor and Interim
City Administrator: Roger Bell
Mayor Pro Tempore +
Councilmember: Mike Costello
Councilmembers: Joshua Redtfeldt
Jared Iverson
Elizabeth Marquis
Clifford Peterson
William Longmire
David Monaghan

City of Selah
115 W. Naches Ave.
Selah, WA 98942

City Administrator:
City Attorney: Rob Case
City Clerk: Courtney McGarity

AGENDA

- 1) **Call to Order – Mayor Bell**
- 2) **Roll Call**
- 3) **Registering in record of councilmember absence(s) as excused absence(s), per SMC 1.06.070**
- 4) **Pledge of Allegiance**
- 5) **Invocation with Mark Williams of Selah United Methodist Church**
- 6) **Announcement of changes, if any, from previously published Agenda**
- 7) **Getting to know local businesses, agencies and/or people (up to 5 minutes total)**
- 8) **Comments from the public (up to 30 minutes total)**

The City of Selah is a non-charter code city, and we are presently conducting a regular meeting between the Mayor and City Council. A maximum of thirty minutes will be allotted for public comments.

Common-sense standards of decorum apply. Comments must be respectful; no profanity or insults are allowed. Comments pertaining to City business and official actions are the most valued, but comments pertaining to City officials' ability to fulfill their job duties due to events, actions, or activities that occurred outside the scope of their duties as a city official may also be offered. Constructive criticism of City officials is allowed including constructive criticism specifically mentioning City officials or employees by name as to official actions, but defamation, personal attacks and impertinent assertions are not allowed.

Commenters are limited to one comment per meeting, and each comment is subject to a duration limit. City staff may disallow or modify any received written comment that exceeds its duration limit or that is deemed inappropriate, and the Mayor or Presiding Officer may turn off the podium microphone or otherwise silence any in-person comment that exceeds its duration limit or is deemed inappropriate.

These standards are subject to revision and will be updated whenever necessary to comply with constitutional requirements.

- A. Pre-arranged oral comments (up to 5 minutes each):
 - Pattie Graffe – SDA
- B. Reading of received written comments (up to 2 minutes each): None
- C. Oral comments by people in attendance (up to 2 minutes each):

9) **Proclamations/Announcements**

- A. Swearing-In of Police Chief, Michael Gause

10) **Consent Agenda**

Consent Agenda items are listed with an asterisk (). Those items are considered routine and will be addressed via joint motion, without any discussion or debate. However, upon the request of any Councilmember an item will be removed from the Consent Agenda, will be addressed separately, and will be subject to discussion and debate.*

- A. Courtney McGarity * Approval of Minutes from December 9, 2025 Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll
- C. Ty Jones * Resolution Authorizing the Mayor to Sign an Additional Two-Page Transportation Improvement Board Updated Cost Estimate and a Two-Page Project Accounting History Form, for the 3rd Street Resurfacing Project
- D. Ty Jones * Resolution Authorizing the Mayor to Docusign “Amendment A” to “Contract Number PC25-96103-037” between the City and the Washington State Public Works Board, for Additional Funding Related to the Hillcrest Water Main Replacement Project
- E. Ty Jones * Resolution Declaring the 3rd Street Overlay and Orchard Avenue Water Main Improvements Project to be Complete and Accepting the Work and Materials
- F. Ty Jones * Resolution Declaring the City’s 2025 Crack Seal Project to be Complete and Accepting the Work and Materials
- G. Ty Jones * Resolution Authorizing Issuance of Payment to SWS Equipment, LLC, for a Recently-Acquired Street Sweeper
- H. Ty Jones * Resolution Authorizing the Mayor to Sign Local Agency Consultant Agreement No. 25184E with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City’s First Street Resurfacing (Yakima Ave to Fremont Ave) Project

- I. Ty Jones * Resolution Authorizing the Mayor to Sign a Four-Page Interlocal Agency Agreement with the City of Yakima for the Yakima-Ellensburg Commuter Service
- J. Ty Jones * Resolution Ratifying Signatures by the then-Public Works Director, via Docusign, on the Water Quality Stormwater Capacity Agreement with the Washington State Department of Ecology for the City to Receive Grant Funds for the City’s Stormwater Management Plan
- K. Ty Jones * Resolution Authorizing the Mayor to Sign a Six-Page Contract with Current Electrical NW, LLC, for the City’s Volunteer Park Shade Structures Project
- L. Ty Jones * Resolution Authorizing the Mayor to Sign Drinking Water State Revolving Fund Loan Contract No. DWL31520-0 for the City’s Well No. 9 Equipping Project
- M. Roger Bell * Resolution Adopting the City’s 2026 Legislative Agenda
- N. Roger Bell * Resolution Appointing Members of Lodging Tax Advisory Committee (LTAC) for Year of 2026
- O. Roger Bell * Resolution Authorizing the Mayor to Sign a Six-Page Police Chief Employment Contract
- P. Rob Case * Resolution Directing City Staff to Publish an Underlying Proposed Resolution in the City’s Designated Official Newspaper as Notice of the City’s Intent to Grant Nonexclusive Franchises for Telecommunications Facilities to Ziplly Fiber Pacific, LLC, and its affiliate NFC Northwest, LLC, on January 27, 2026

11) **General Business**

- A. New Business – None
- B. Old Business – None

12) **Public Hearings/Forums**

- A. Ty Jones [Conduct a] Public Meeting Regarding WSDOT’s Proposed Installation of a New Crosswalk and Pedestrian Hybrid Beacon (PHB/HAWK) Across North Wenas Road

13) **Resolutions** – None

14) **Ordinances** – None

- 15) **Reports/Announcements**
 - A. Departments
 - B. Councilmembers, personally and on behalf of committees and boards
 - C. City Attorney
 - D. City Administrator
 - E. Mayor or Presiding Officer, personally and on behalf of committees and board
- 16) **Closed Session** – None
- 17) **Executive Session** – None
- 18) **Adjournment**

Next Regular Meeting: January 27, 2026

Next Study Session: January 27, 2026



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/13/2026
Agenda Number: 10A

Action Item

Title: Approval of Meeting Minutes from December 9, 2025 Council Meeting

From: Courtney McGarity, City Clerk

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: I move to approve the Consent Agenda in the form presented (This item is part of the consent agenda).

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** None

City of Selah City Council
Regular Meeting Minutes
December 9, 2025



Call to Order

Mayor Bell called the meeting to order at 5:30 p.m.

Roll Call

Councilmembers Present: William Longmire, Clifford Peterson, Jared Iverson, Joshua Redtfeldt, Mike Costello, David Monaghan, Elizabeth Marquis

Staff Present: Roger Bell, Mayor; Rob Case, City Attorney; Scott Willis, Deputy Fire Chief; Mick Gause, Interim Police Chief; Rocky Wallace, Public Works Director; Zack Schab, Recreation + Tourism Manager; Kimberly Grimm, Finance Director; Courtney McGarity, City Clerk

Staff Absent: Jim Lange, Fire Chief

Pledge of Allegiance was said by all in attendance

Invocation

Mark Williams of United Methodist Church

Announcement of Changes

Removal of 11A to be rescheduled at a later date; removal of 13D

Pre-Arranged Oral Comments

- Pattie Graffe – Provided updates from Selah Downtown Association

Oral Comments by People in Attendance

- Lisa Gordon – Spoke on conducting a litigation risk assessment
- Russell Carlson – Spoke on potential new municipal complex, voice of the voter's, finances and taxes

Proclamations and Announcements

- Community Pride Award – Selah High School – Carlos Cardenas Hernanadez

Consent Agenda (all items listed with an asterisk (*) are considered part of the consent agenda and are enacted in one motion).

Mayor Bell presented the stipulations of the Consent Agenda.

Approved Consent Agenda

- A. Courtney McGarity * Approval of Minutes of November 25, 2025 Council Meeting
- B. Kimberly Grimm * Approval of Claims & Payroll
- C. Michael Gause * Resolution Authorizing the Mayor to Sign an Eleven-Page Interlocal Agreement with the City of Yakima for Corrections/Detention Services during 2026
- D. Michael Gause * Resolution Authorizing the Mayor to Sign a One-Page Addendum to the Existing Interlocal Agreement with the City of Sunnyside for Corrections/Detention Services, which Will Apply During 2026
- E. Michael Gause * Resolution Authorizing the Mayor to Sign an Interlocal Agreement with Kittitas County for Corrections/Detention Services through 2027
- F. Rocky Wallace * Resolution Ratifying Signatures by the Mayor on the Local Agency Agreement and the Project Prospectus for the City’s Home Avenue Sidewalk Gaps Improvement Project
- G. Rocky Wallace * Resolution Ratifying Signatures by the Mayor on the Local Agency Agreement and the Project Prospectus for the City’s First Street Signalized Intersection Improvements Project
- H. Rocky Wallace * Resolution Ratifying Signatures by the Mayor on the Local Agency Agreement and the Project Prospectus for the City’s First Street Resurfacing (Yakima Ave to Fremont Ave) Project
- I. Rocky Wallace * Resolution Ratifying Signatures by the Mayor on the Local Agency Agreement Supplement and the Project Prospectus for the City’s Street Sweeper Project
- J. Rocky Wallace * Resolution Authorizing the Mayor to Sign “Amendment No. 2” to “Task Order No. 2023-09” with HLA Engineering and Land Surveying, Inc., for Additional Professional Services Related to the Wastewater Treatment Plant Improvements Project
- K. Rocky Wallace * Resolution Authorizing the Mayor to Issue a Purchase Order to SWS Equipment, LLC, for a Street Sweeper
- L. Rocky Wallace * Resolution Declaring Specified Personal Property Items as Surplus, and Authorizing their Disposition, Sale and/or Recycling

- M. Rocky Wallace * Resolution Authorizing the Public Works Department to Purchase a New John Deere Backhoe and, also, Declaring an Existing 1992 John Deere 310D Backhoe as Surplus and Authorizing it to be Traded In as Part of the Purchase
- N. Rocky Wallace * Resolution Authorizing the Public Works Department to Purchase a New Pontoon Boat
- O. Rocky Wallace * Resolution Authorizing the Mayor or Public Works Director to Sign Agreement No. PTD1273 with the Washington State Department of Transportation
- P. Rocky Wallace * Resolution Authorizing the Mayor to “Task Order No. 2025-06” with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the Civic Center Remodel Phase III Project

Councilmember Costello moved to approve the Consent Agenda. Councilmember Monaghan seconded. Mayor Bell asked Council for discussion. Hearing none, Mayor Bell requested a voice vote to approve the motion and approve the Consent Agenda. All are in favor. Motion carries by voice vote.

General Business

Old Business

- Fire Department

Public Hearings/Forums

- A. Steve Zetz Review of Current Draft Version of Potential Special Event Ordinance

Resolutions

- A. Rob Case Resolution Authorizing the Finance Department to Pay Claims and Payroll During the Second Halves of June and December
- B. Rob Case Resolution Authorizing the Mayor to Sign a Four-Page Amendment to Contract for Indigent Defense Services
- C. Rob Case Resolution Authorizing the Mayor to Sign a Four-Page Additional Amendment to Professional Services Contract Prosecution with the Entity of Margita A. Dornay Attorney at Law, PLLC
- ~~D. Rob Case Resolution Authorizing the Mayor to Extend a Contractual Offer to Randall P. Mueller to Become the City’s City Administrator~~

- E. Rob Case Resolution Approving the Architect’s Maximum Fees for Design of a New Modular Building to Serve as a Municipal Center/Public Safety Building, and Authorizing the Mayor to Enter into a Three-Page Letter-Style Agreement with the Architect
- A. Councilmember Marquis moved to amend the Resolution. Councilmember Iverson seconded. Following a roll call vote by Courtney McGarity, City Clerk, all are in favor. The motion to amend is passed.
- B. Councilmember Costello moved to approve the Resolution. Councilmember Monaghan seconded. Following a roll call vote by Courtney McGarity, City Clerk, all are in favor. The motion is passed.
- C. Councilmember Costello moved to approve the Resolution. Councilmember Iverson seconded. Following a roll call vote by Courtney McGarity, City Clerk, all are in favor. The motion is passed.
- ~~D.~~
- E. Councilmember Iverson moved to approve the Resolution. Councilmember Costello seconded. Following a roll call vote by Courtney McGarity, City Clerk, Councilmembers Peterson, Costello and Monaghan are in favor; Councilmembers Longmire, Iverson, Redtfeldt and Marquis are opposed. The motion fails.

Ordinances

- A. Rob Case Ordinance Establishing the 2025 Base Salary and Wage Schedule for Unrepresented (a/k/a Non-Union) Positions

Councilmember Iverson moved to approve the Ordinance. Councilmember Peterson seconded. Following a roll call vote by Courtney McGarity, City Clerk, all are in favor. The motion is passed.

Staff Reports/Announcements

The following staff members provided a department report:

- Mick Gause, Interim Police Chief
- Rocky Wallace, Public Works Director
- Kimberly Grimm, Finance Director
- Courtney McGarity, City Clerk

Councilmember Reports

- Councilmember Iverson – Farewell to Rocky Wallace; appreciative to open-door policy at City Hall
- Councilmember Peterson – Will be attending SPRSA meeting on 12/15
- Councilmember Redtfeldt – Attended and completed Councilmember training
- Councilmember Costello – Attended the PD Food Drive at Wray’s which was very successful; attended the Yakima County Commissioners meeting and a 5-Year Homeless Plan was adopted; the upcoming DECA conference on 1/12 needs volunteers for judging; discussed potential opportunities for application fees from mobile vendors

- Councilmember Monaghan – Will be attending YVCOG in downtown Yakima on 12/10
- Councilmember Marquis – Attended the SDA Board meeting on 12/8; announced plans for Howards Drug to apply for a Beautification Grant in the upcoming year; will be attending SSD Board meeting on 12/11

City Attorney Report

Completed 45 hours of required training

Mayor’s Report

Thank you to the SDA for hosting the annual Holiday Light Parade; attended a celebration for the Selah-Naches Food Bank which now has over 100 volunteers

Executive Session – RCW 42.30.110(i); RE: Potential Litigation and RCW 42.30.110(g); RE: Employee Performance

Executive Session began at 8:40 p.m. to end at 9:40 p.m.

Executive Session ended at 9:40 p.m. with no decisions made/no votes taken

Adjournment

Councilmember Iverson moved to adjourn the meeting. Councilmember Monaghan seconded. Mayor Bell adjourned.

Meeting ended at 9:41 p.m.

Roger Bell, Mayor

David Monaghan, Councilmember

Clifford Peterson, Councilmember

Elizabeth Marquis, Councilmember

Michael Costello, Councilmember

Joshua Redtfeldt, Councilmember

William Longmire, Councilmember

Jared Iverson, Councilmember

ATTEST:

Courtney McGarity, City Clerk



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/13/2026
Agenda Number: 10B

Action Item

Title: Approval of Claims and Payroll

From: Kimberly Grimm, Finance Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: See attached payroll and claims directories

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: I move to approve the Consent Agenda in the form presented (This item is part of the consent agenda).

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken: None**

CHECK REGISTER

City Of Selah

Time: 13:03:03 Date: 01/08/2026

01/07/2026 To: 01/07/2026

Page: 1

Chk #	Claimant	Trans	Date	Type	Acct #	Amount	Memo
EFT	Employee Paycheck	14	01/07/2026	Payroll	1	2,142.75	
EFT	Employee Paycheck	15	01/07/2026	Payroll	1	1,824.98	
EFT	Employee Paycheck	16	01/07/2026	Payroll	1	2,408.92	
EFT	Employee Paycheck	17	01/07/2026	Payroll	1	2,034.53	
EFT	Employee Paycheck	18	01/07/2026	Payroll	1	3,128.99	
EFT	Employee Paycheck	19	01/07/2026	Payroll	1	1,958.33	
EFT	Employee Paycheck	20	01/07/2026	Payroll	1	2,106.95	
EFT	Employee Paycheck	21	01/07/2026	Payroll	1	2,311.54	
EFT	Employee Paycheck	22	01/07/2026	Payroll	1	2,043.76	
EFT	Employee Paycheck	23	01/07/2026	Payroll	1	2,119.21	
EFT	Employee Paycheck	24	01/07/2026	Payroll	1	4,510.25	
EFT	Employee Paycheck	25	01/07/2026	Payroll	1	2,306.13	
EFT	Employee Paycheck	26	01/07/2026	Payroll	1	2,926.79	
EFT	Employee Paycheck	27	01/07/2026	Payroll	1	2,075.84	
EFT	Employee Paycheck	28	01/07/2026	Payroll	1	2,676.75	
EFT	Employee Paycheck	29	01/07/2026	Payroll	1	2,064.74	
EFT	Employee Paycheck	30	01/07/2026	Payroll	1	1,912.85	
EFT	Employee Paycheck	31	01/07/2026	Payroll	1	29.84	
EFT	Employee Paycheck	32	01/07/2026	Payroll	1	1,347.76	
EFT	Employee Paycheck	33	01/07/2026	Payroll	1	2,769.11	
EFT	Employee Paycheck	34	01/07/2026	Payroll	1	2,256.89	
EFT	Employee Paycheck	35	01/07/2026	Payroll	1	2,040.62	
EFT	Employee Paycheck	36	01/07/2026	Payroll	1	1,988.76	
EFT	Employee Paycheck	37	01/07/2026	Payroll	1	3,552.83	
EFT	Employee Paycheck	38	01/07/2026	Payroll	1	1,787.62	
EFT	Employee Paycheck	39	01/07/2026	Payroll	1	1,661.00	
EFT	Employee Paycheck	41	01/07/2026	Payroll	1	2,246.44	
EFT	Employee Paycheck	42	01/07/2026	Payroll	1	27.10	
EFT	Employee Paycheck	43	01/07/2026	Payroll	1	3,829.71	
EFT	Employee Paycheck	44	01/07/2026	Payroll	1	1,978.27	
EFT	Employee Paycheck	45	01/07/2026	Payroll	1	31.83	
EFT	Employee Paycheck	47	01/07/2026	Payroll	1	1,588.47	
EFT	Employee Paycheck	49	01/07/2026	Payroll	1	2,153.52	
EFT	Employee Paycheck	50	01/07/2026	Payroll	1	2,090.75	
EFT	Employee Paycheck	51	01/07/2026	Payroll	1	2,518.66	
EFT	Employee Paycheck	52	01/07/2026	Payroll	1	1,871.22	
EFT	Employee Paycheck	53	01/07/2026	Payroll	1	2,465.77	
EFT	Employee Paycheck	54	01/07/2026	Payroll	1	1,945.95	
EFT	Employee Paycheck	55	01/07/2026	Payroll	1	2,048.26	
EFT	Employee Paycheck	56	01/07/2026	Payroll	1	1,978.76	
EFT	Employee Paycheck	57	01/07/2026	Payroll	1	3,488.08	
EFT	Employee Paycheck	58	01/07/2026	Payroll	1	2,466.37	
EFT	Employee Paycheck	59	01/07/2026	Payroll	1	29.84	
EFT	Employee Paycheck	60	01/07/2026	Payroll	1	1,859.25	
EFT	Employee Paycheck	61	01/07/2026	Payroll	1	3,891.39	
EFT	Employee Paycheck	62	01/07/2026	Payroll	1	3,044.32	
EFT	Employee Paycheck	63	01/07/2026	Payroll	1	2,038.06	
EFT	Employee Paycheck	64	01/07/2026	Payroll	1	2,007.86	
EFT	Employee Paycheck	65	01/07/2026	Payroll	1	2,465.56	
EFT	Employee Paycheck	66	01/07/2026	Payroll	1	2,990.94	
EFT	Employee Paycheck	67	01/07/2026	Payroll	1	2,819.71	
EFT	Employee Paycheck	68	01/07/2026	Payroll	1	2,079.88	
EFT	Employee Paycheck	69	01/07/2026	Payroll	1	1,938.99	
EFT	Employee Paycheck	70	01/07/2026	Payroll	1	2,944.00	
EFT	Employee Paycheck	71	01/07/2026	Payroll	1	3,171.41	
EFT	Employee Paycheck	72	01/07/2026	Payroll	1	3,060.93	

CHECK REGISTER

City Of Selah

Time: 13:03:03 Date: 01/08/2026

01/07/2026 To: 01/07/2026

Page: 2

Chk #	Claimant	Trans	Date	Type	Acct #	Amount	Memo
EFT	Employee Paycheck	73	01/07/2026	Payroll	1	2,260.09	
EFT	Employee Paycheck	74	01/07/2026	Payroll	1	2,487.21	
EFT	Employee Paycheck	75	01/07/2026	Payroll	1	3,013.49	
EFT	Employee Paycheck	76	01/07/2026	Payroll	1	2,138.16	
EFT	Employee Paycheck	78	01/07/2026	Payroll	1	2,558.01	
EFT	Employee Paycheck	79	01/07/2026	Payroll	1	2,266.93	
EFT	Employee Paycheck	80	01/07/2026	Payroll	1	2,725.55	
EFT	Employee Paycheck	82	01/07/2026	Payroll	1	2,401.63	
EFT	Employee Paycheck	84	01/07/2026	Payroll	1	2,079.54	
EFT	Employee Paycheck	85	01/07/2026	Payroll	1	3,366.93	
EFT	Employee Paycheck	86	01/07/2026	Payroll	1	2,147.06	
EFT	Employee Paycheck	87	01/07/2026	Payroll	1	2,020.26	
EFT	Employee Paycheck	88	01/07/2026	Payroll	1	2,137.69	
EFT	Employee Paycheck	89	01/07/2026	Payroll	1	1,658.60	
EFT	Employee Paycheck	90	01/07/2026	Payroll	1	9,928.07	
EFT	Employee Paycheck	91	01/07/2026	Payroll	1	3,176.47	
EFT	Employee Paycheck	92	01/07/2026	Payroll	1	2,572.35	
EFT	Employee Paycheck	93	01/07/2026	Payroll	1	3,008.90	
EFT	Employee Paycheck	94	01/07/2026	Payroll	1	907.88	
EFT	Employee Paycheck	95	01/07/2026	Payroll	1	219.86	
EFT	Employee Paycheck	96	01/07/2026	Payroll	1	294.86	
EFT	Employee Paycheck	98	01/07/2026	Payroll	1	294.86	
EFT	Employee Paycheck	99	01/07/2026	Payroll	1	294.86	
EFT	Employee Paycheck	100	01/07/2026	Payroll	1	294.86	
EFT	Employee Paycheck	101	01/07/2026	Payroll	1	294.86	
EFT	EFTPS	118	01/07/2026	Payroll	1	64,568.31	
EFT	Employment Security Department - PFML	124	01/07/2026	Payroll	1	16,054.60	
EFT	Employment Security Department - WA CARE	125	01/07/2026	Payroll	1	7,128.36	
EFT	Principal Life Ins Company	126	01/07/2026	Payroll	1	700.00	
EFT	Vision Services Plan	127	01/07/2026	Payroll	1	111.53	
EFT	HRA VEBA Trust - PD & PW YA063	128	01/07/2026	Payroll	1	3,544.14	
87004	Employee Paycheck	40	01/07/2026	Payroll	1	29.84	
87005	Employee Paycheck	46	01/07/2026	Payroll	1	25.29	
87006	Employee Paycheck	48	01/07/2026	Payroll	1	25.29	
87007	Employee Paycheck	77	01/07/2026	Payroll	1	25.29	
87008	Employee Paycheck	81	01/07/2026	Payroll	1	25.29	
87009	Employee Paycheck	83	01/07/2026	Payroll	1	20.27	
87010	Employee Paycheck	97	01/07/2026	Payroll	1	294.86	
87011	Mike I Todd	104	01/07/2026	Payroll	1	750.00	
87012	Selah Firefighters Local 5547	105	01/07/2026	Payroll	1	337.50	
87013	Selah Police Association Employee Fund	106	01/07/2026	Payroll	1	260.00	
87014	Suttell & Hammer	107	01/07/2026	Payroll	1	253.18	
87015	Teamsters Local #760 - PW Dues	108	01/07/2026	Payroll	1	1,070.00	
87016	Trusted Service Plan	109	01/07/2026	Payroll	1	910.00	
87017	WA State Council Police Officer Dues	110	01/07/2026	Payroll	1	162.50	
87018	Western Conf of Teamsters Pension Tr-PD	111	01/07/2026	Payroll	1	10,479.22	
87019	Yakima County Credit Service, Inc	112	01/07/2026	Payroll	1	216.44	

CHECK REGISTER

City Of Selah

Time: 13:03:03 Date: 01/08/2026

01/07/2026 To: 01/07/2026

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Chk #	Claimant	Trans	Date	Type	Acct #	Amount	Memo
Total Checks:						286,599.93	

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, and that the claim is a just, due and unpaid obligation against the City of Selah, and that I am authorized to authenticate and certify to said claim.

Payroll Specialist

Finance Director

Subscribed this _____ day of _____, _____

The following voucher/checks are approved for payment:

Voucher/check number _____ through _____ Total \$ _____

ACCOUNTS PAYABLE

City Of Selah

Time: 12:28:31 Date: 01/08/2026

As Of: 12/30/2025

Page: 1

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
6720	12/23/2025	12/30/2025	1606	Abadan	91.87 Invoice #AR345320
6746	12/30/2025	12/30/2025	1606	Abadan	151.36 Invoice #AR345318
6813	12/30/2025	12/30/2025	1606	Abadan	86.37 Invoice #AR344674
6724	12/30/2025	12/30/2025	3231	American First Aid Supply	244.58 Invoice #TR-2142
6781	12/30/2025	12/30/2025	3231	American First Aid Supply	524.52 Invoice #TR-2143
6814	12/30/2025	12/30/2025	1633	Anatek Labs	156.00 Invoice #2533179, 2533347
6664	12/30/2025	12/30/2025	1663	Basin Disposal Of Yakima, LLC	94,994.99 Invoice #5824028
6818	12/30/2025	12/30/2025	1703	CWA Consultants	600.00 Invoice #25-168, 25-169
6819	12/30/2025	12/30/2025	1703	CWA Consultants	1,500.00 Invoice #25-208, 25-209, 25-210, 25-219
6815	12/30/2025	12/30/2025	1706	Card Service Center	275.91 Invoice #6738 Dec 2025
6665	12/30/2025	12/30/2025	1710	Cascade Natural Gas Corp	532.99 Invoice #561 222 0000 1
6719	12/22/2025	12/30/2025	1710	Cascade Natural Gas Corp	543.63 Invoice Due 1/5/26
6816	12/30/2025	12/30/2025	1710	Cascade Natural Gas Corp	3,139.03 Invoice #600 812 0000 2, 221 957 6433 1, 130 812 00001
6750	12/30/2025	12/30/2025	1724	Centurylink - FD	176.34 Invoice #333827572
6722	12/29/2025	12/30/2025	1727	Charter Communications	64.99 Invoice # 176781801122125
6751	12/30/2025	12/30/2025	1727	Charter Communications	52.06 Invoice #176781401122125
6747	12/30/2025	12/30/2025	1734	Christensen, Inc.	1,543.00 Invoice #0793484-IN, 0804988-IN
6800	12/30/2025	12/30/2025	1738	Cintas	96.90 Invoice #4253722495
6670	12/30/2025	12/30/2025	1742	City of Selah, Utilities	197.15 Invoice #10120
6723	12/30/2025	12/30/2025	1742	City of Selah, Utilities	189.32 PD WSG Dec 2025
6748	12/30/2025	12/30/2025	1742	City of Selah, Utilities	213.49 Invoice #23350
6802	12/30/2025	12/30/2025	1742	City of Selah, Utilities	786.70 Invoice #27540
6838	12/30/2025	12/30/2025	1742	City of Selah, Utilities	14,327.57 Invoice #26771, 29020, 17760, 17910
6817	12/30/2025	12/30/2025	1763	Culligan Yakima	9.96 Invoice #CD3179397
6726	12/30/2025	12/30/2025	3442	DTG	377.64 Invoice #29241381
6727	12/30/2025	12/30/2025	3442	DTG	377.64 Invoice #29242186
6729	12/30/2025	12/30/2025	3442	DTG	125.88 Invoice #29243130
6717	12/30/2025	12/30/2025	2654	Databar	2,949.78 Invoice #273631
6837	12/30/2025	12/30/2025	1823	Embroidery Northwest	27.67 Invoice #4483
6807	12/30/2025	12/30/2025	1852	First National Bank Omaha	165.48 Invoice #2614
6782	12/30/2025	12/30/2025	1883	HD Fowler Company	899.89 Invoice #17207970
6783	12/30/2025	12/30/2025	1883	HD Fowler Company	1,253.27 Invoice #17207937
6784	12/30/2025	12/30/2025	1883	HD Fowler Company	326.92 Invoice #17207954
6785	12/30/2025	12/30/2025	1883	HD Fowler Company	2,660.05 Invoice #17207958
6786	12/30/2025	12/30/2025	1883	HD Fowler Company	518.10 Invoice #17207960
6820	12/30/2025	12/30/2025	1883	HD Fowler Company	-125.41 Invoice #RA549740
6730	12/30/2025	12/30/2025	1895	Helms Hardware Company	56.85 Invoice #862563
6749	12/30/2025	12/30/2025	1895	Helms Hardware Company	0.70 Invoice #862898
6779	12/30/2025	12/30/2025	1895	Helms Hardware Company	43.30 Invoice #862809

ACCOUNTS PAYABLE

City Of Selah

Time: 12:28:31 Date: 01/08/2026

As Of: 12/30/2025

Page: 2

Accts Pay #	Received	Date Due		Vendor	Amount	Memo
6787	12/30/2025	12/30/2025	1895	Helms Hardware Company	15.58	Invoice #862721
6788	12/30/2025	12/30/2025	1895	Helms Hardware Company	16.23	Invoice #862782
6789	12/30/2025	12/30/2025	1895	Helms Hardware Company	32.15	Invoice #862862
6790	12/30/2025	12/30/2025	1895	Helms Hardware Company	1.74	Invoice #862881
6791	12/30/2025	12/30/2025	1895	Helms Hardware Company	16.78	Invoice #862888
6792	12/30/2025	12/30/2025	1895	Helms Hardware Company	5.95	Invoice #862957
6793	12/30/2025	12/30/2025	1895	Helms Hardware Company	17.52	Invoice #862958
6794	12/30/2025	12/30/2025	1895	Helms Hardware Company	29.18	Invoice #862964
6795	12/30/2025	12/30/2025	1895	Helms Hardware Company	69.17	Invoice #862968
6796	12/30/2025	12/30/2025	1901	Independent Water Service, Inc.	88.81	Invoice #R242415
6753	12/30/2025	12/30/2025	1916	J & B Medical Supply Inc	1,012.47	Invoice #3734298, 3738541
6754	12/30/2025	12/30/2025	1916	J & B Medical Supply Inc	68.23	Invoice #3747229
6841	12/30/2025	12/30/2025	1916	J & B Medical Supply Inc	54.14	Invoice #3750982
6752	12/30/2025	12/30/2025	1977	LN Curtis & Sons	326.02	Invoice #INV1023618
6666	12/30/2025	12/30/2025	2639	Lightcurve	89.69	Invoice #100237845
6801	12/30/2025	12/30/2025	2639	Lightcurve	354.74	Invoice #100237837
6671	12/30/2025	12/30/2025	2008	Margita A. Dornay, Attorney at Law	8,000.00	Invoice #008
6672	12/30/2025	12/30/2025	2017	Medstar Cabulance, Inc.	12,839.53	Invoice #ST 16-31 Dec 2025
6805	12/30/2025	12/30/2025	2017	Medstar Cabulance, Inc.	800.00	Invoice #COS-1219-2025
6731	12/30/2025	12/30/2025	2037	NC Machinery	-167.21	Invoice #YKCR0062558
6732	12/30/2025	12/30/2025	2037	NC Machinery	295.67	Invoice #YKCS0488726
6733	12/30/2025	12/30/2025	2037	NC Machinery	299.93	Invoice #YKCS0488853
6734	12/30/2025	12/30/2025	2038	NCL of Wisconsin, Inc.	3,164.64	Invoice #529102
6667	12/30/2025	12/30/2025	3508	Nedrow, Adam	1,500.00	Receipt #1006315.002
6745	09/01/2025	12/30/2025	2053	O'Reilly Automotive Inc	20.90	Transaction ID 5631106041
6822	12/30/2025	12/30/2025	2053	O'Reilly Automotive Inc	11.02	Invoice #5631-123033
6797	12/30/2025	12/30/2025	2055	ODP Business Solutions, LLC	59.96	Invoice #452716802001
6798	12/30/2025	12/30/2025	2055	ODP Business Solutions, LLC	7.35	Invoice #452718817001
6799	12/30/2025	12/30/2025	2055	ODP Business Solutions, LLC	9.71	Invoice #452718818001
6821	12/30/2025	12/30/2025	2059	One Call Concepts	79.23	Invoice #5129110
6673	12/30/2025	12/30/2025	2061	Operation Omni Janitorial Service	5,459.52	Invoice #328896
6823	12/30/2025	12/30/2025	2066	Oxarc, Inc.	530.31	Invoice #00622026991
6824	12/30/2025	12/30/2025	2075	Pacific Power	18,150.23	Invoice #48687101-045 1
6735	12/30/2025	12/30/2025	2080	Pape Machinery	310.07	Invoice #16577591
6668	12/30/2025	12/30/2025	2125	Regence Blue Shield	214.00	Invoice #150092464
6725	12/30/2025	12/30/2025	2128	Res-Com Services LLC	688.98	Invoice# 4638
6804	12/30/2025	12/30/2025	2135	Ricoh USA, Inc.	164.05	Invoice #5072496673
6839	12/30/2025	12/30/2025	2141	Roger Bell	127.53	Invoice #Dec2025
6742	12/30/2025	12/30/2025	3024	Secure Court Solutions, LLC	712.00	Invoice P-100625
6669	12/30/2025	12/30/2025	3520	Silva, Jessica	1,500.00	Receipt #95359281

ACCOUNTS PAYABLE

City Of Selah

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As Of: 12/30/2025

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
6836	12/30/2025	12/30/2025	2241 Tractor Supply Credit Plan	563.74	Invoice #1135
6740	12/30/2025	12/30/2025	2246 TransUnion Risk & Alternative	108.30	Invoice ID 329925-202512-1
6780	12/30/2025	12/30/2025	2268 Valley Septic Services LLC	115.00	Invoice #266655
6825	12/30/2025	12/30/2025	2268 Valley Septic Services LLC	435.00	Invoice #266656
6674	12/30/2025	12/30/2025	2537 WA State Treasurer	10,398.29	Invoice #Dec 2025
6826	12/30/2025	12/30/2025	2308 Washington St Dept of Transportation	880.27	Invoice #RE 45 JE5007 L315
6739	12/30/2025	12/30/2025	2311 Washington State Patrol	164.00	Invoice# 0000006088
6755	12/30/2025	12/30/2025	2311 Washington State Patrol	176.00	Invoice #I2603552
6736	12/30/2025	12/30/2025	2319 Wenas Feed & Rental	351.00	Invoice #10-2725
6728	12/30/2025	12/30/2025	2339 Yakima Cooperative Association	4,207.78	Invoice Due 1/15/26
6756	12/30/2025	12/30/2025	2339 Yakima Cooperative Association	1,495.48	Invoice #157630
6840	12/30/2025	12/30/2025	2339 Yakima Cooperative Association	4,397.18	Invoice #157825 Dec 2025
6675	12/30/2025	12/30/2025	2354 Yakima County Prosecutor's	141.07	Invoice #Dec 2025
6744	12/18/2025	12/30/2025	2356 Yakima County Sheriff's Office	31,402.77	Invoice# 2025-SE-04
6803	12/30/2025	12/30/2025	3522 Yakima Embroidery	8,268.71	Invoice #0000404
6737	12/30/2025	12/30/2025	2378 Yakima Worker Care	175.00	Invoice #51403
Report Total:				250,411.90	

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, and that the claim is a just, due and unpaid obligation against the City of Selah, and that I am authorized to authenticate and certify to said claim.

Payroll Specialist

Finance Director

Subscribed this _____ day of _____, _____

The following voucher/checks are approved for payment:

Voucher/check number _____ through _____ Total \$ _____

ACCOUNTS PAYABLE

City Of Selah

Time: 10:27:45 Date: 01/08/2026

As Of: 01/13/2026

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Accts Pay #	Received	Date Due		Vendor	Amount	Memo
6808	01/07/2026	01/13/2026	1601	AMB Tools & Equipment	65.69	Invoice #Y342306
6767	01/07/2026	01/13/2026	1606	Abadan	92.48	Invoice #AR345319
6777	01/07/2026	01/13/2026	1623	Alliance 2020, Inc.	212.55	Invoice #5865096
6828	01/08/2026	01/13/2026	1633	Anatek Labs	78.00	Invoice #2600268, 2600355
6768	01/07/2026	01/13/2026	1644	Association of Washington Cities	6,894.00	Invoice #167822
6829	01/08/2026	01/13/2026	1652	Autozone	13.09	Invoice #3836, 03720515904, 03720515905
6738	01/01/2026	01/13/2026	1653	Axon Enterprise, Inc	53,698.54	AXON Invoice INUS410130
6761	01/07/2026	01/13/2026	3521	BVFF	4,031.70	Invoice #BVFF25
6758	01/07/2026	01/13/2026	1690	Bruckner's Truck & Equipment	3,704.81	Invoice #RA140012351:01, RA140012350:01, RA140012352:01, RA140012353:01
6759	01/07/2026	01/13/2026	1690	Bruckner's Truck & Equipment	3,270.75	Invoice #RA140012355:01, RA140012356:01, RA140012357:01, RA140012358:01
6760	01/07/2026	01/13/2026	1690	Bruckner's Truck & Equipment	1,827.18	Invoice #RA140012365:01, RA140012366:02
6765	01/07/2026	01/13/2026	1696	Business Management Systems, Inc.	3,573.00	Invoice #INV-28697
6812	01/08/2026	01/13/2026	7355122	Central Washington Property	141.33	7355.0 - 309 NTENTH UNIT B
6762	01/07/2026	01/13/2026	1734	Christensen, Inc.	706.68	Invoice #0804990-IN
6718	12/15/2025	01/13/2026	1740	City Of Union Gap	11,165.00	SWAT 2026 ILA
6769	01/07/2026	01/13/2026	1763	Culligan Yakima	23.72	Invoice#CD3178688
6770	01/07/2026	01/13/2026	1763	Culligan Yakima	79.27	Invoice #CD3102098
6772	01/07/2026	01/13/2026	1777	Daniel Polage	11,000.00	Invoice #Jan2026
6831	01/08/2026	01/13/2026	1802	Diesel Werx	5,330.00	Invoice #3842
6771	01/07/2026	01/13/2026	3091	District & Municipal Court Judge Assoc.	330.00	Invoice #00088
6806	01/07/2026	01/13/2026	1895	Helms Hardware Company	31.64	Invoice #863174
6809	01/07/2026	01/13/2026	1895	Helms Hardware Company	65.06	Invoice #863038
6832	01/08/2026	01/13/2026	1962	Kelley's Tele-Communications	204.88	Invoice #1010612801012026
6810	01/07/2026	01/13/2026	2027	Minert & Associates	175.00	Invoice #346265
6763	01/07/2026	01/13/2026	2053	O'Reilly Automotive Inc	7.04	Invoice #5631-124378
6833	01/08/2026	01/13/2026	2053	O'Reilly Automotive Inc	1.91	Invoice #5631-124359
6778	01/07/2026	01/13/2026	2055	ODP Business Solutions, LLC	119.64	Invoice #447969401001
6721	12/29/2025	01/13/2026	2062	Otis Elevator Company	3,370.09	Invoice # 100402171794
6764	01/07/2026	01/13/2026	2062	Otis Elevator Company	3,801.59	Invoice #100402171793
6834	01/08/2026	01/13/2026	2080	Pape Machinery	42.54	Invoice #16594413
6811	01/07/2026	01/13/2026	3525	Pond King, Inc.	7,075.19	Invoice #45911
6773	01/07/2026	01/13/2026	2138	Robert R. Northcott	300.00	Invoice #1626
6827	01/08/2026	01/13/2026	3527	SWS Equipment, LLC	418,637.96	Invoice #SP431
6741	01/06/2026	01/13/2026	2269	Valvoline Instant Oil Change	110.32	Invoice 50153
6830	01/08/2026	01/13/2026	2301	WA St Dept of Ecology Cashiering Unit	1,208.00	Invoice #DSYA1478-2026
6757	12/31/2025	01/13/2026	2294	Washington Law Enforcement Information & Records A	100.00	Invoice #'s 5279 / 5332
6774	01/07/2026	01/13/2026	2332	William Ervin	109.79	Invoice #927320
6775	01/07/2026	01/13/2026	2332	William Ervin	1,195.25	Invoice #1325050-12053

ACCOUNTS PAYABLE

City Of Selah

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
6743	01/01/2026	01/13/2026	2730	Yakima County	17,477.66 Invoice Number CI013019
6766	01/07/2026	01/13/2026	3060	Yakima County	676.64 Invoice #CI013040
6776	01/07/2026	01/13/2026	2366	Yakima Regional Clean Air Agency	1,185.25 Invoice #8952-1
Report Total:				562,133.24	

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, and that the claim is a just, due and unpaid obligation against the City of Selah, and that I am authorized to authenticate and certify to said claim.

Payroll Specialist

Finance Director

Subscribed this _____ day of _____, _____

The following voucher/checks are approved for payment:

Voucher/check number _____ through _____ Total \$ _____



Selah City Council
 Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/13/2026
 Agenda Number: 10C

Action Item

Title: Resolution Authorizing the Mayor to Sign an Additional Two-Page Transportation Improvement Board Updated Cost Estimate and a Two-Page Project Accounting History Form, for the 3rd Street Resurfacing Project

From: Ty Jones, Public Works Utility Supervisor

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: 111 Street Improvements Fund

Background/Findings/Facts: The City previously received a funding commitment from the Washington State Transportation Improvement Board (TIB) for a portion of the costs on the City’s 3rd Street Resurfacing Project (Project). An Updated Cost Estimate was then adopted, to reflect the lower construction costs being lower than expected. Now, an additional Updated Cost Estimate has been prepared by TIB due to an increase in Project quantities.

TIB is willing to increase its funding contribution by \$15,584.00 to a new total of \$457,220.00, rather than the previous total of \$441,636.00. TIB is willing to do so without requiring any additional funding commitment by the City.

A two-page Updated Cost Estimate and a two-page Project Accounting History Form have been prepared. Copies are appended to this AIS, the terms are acceptable to City staff, and City staff is requesting that the City Council authorize – by approving the appended proposed Resolution – the Mayor to sign the documents.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
5/13/2025	Resolution No. 3208; Resolution Authorizing the Mayor to Sign a Two-Page Transportation Improvement Board (TIB) Updated Cost Estimate for the 3 rd Street Resurfacing Project

4/8/2025	Resolution No. 3199; Resolution Authorizing the Mayor to Sign “Task Order No. 2025-03” with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City’s 3rd Street Improvements – Valleyview to Park Avenue Project
1/14/2025	Resolution No. 3179; Resolution Authorizing the Mayor to Sign “Task Order No. 2025-01” with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City’s 3 rd Street Resurfacing Project
12/10/2024	Resolution No. 3171; Resolution Authorizing the Mayor to Sign a Five-Page Washington State Transportation Improvement Board Fuel Tax Grant Agreement 3-E-182(008)-1 and also a One-Page Project Funding Status Form, Pertaining to the City’s 3 rd Street and Speyers Road Resurfacing Project

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN ADDITIONAL TWO-PAGE TRANSPORTATION IMPROVEMENT BOARD (TIB) UPDATED COST ESTIMATE AND A TWO-PAGE PROJECT ACCOUNTING HISTORY FORM, FOR THE 3RD STREET RESURFACING PROJECT

WHEREAS, the City previously received a funding commitment from the Washington State Transportation Improvement Board (TIB) for a portion of costs for the City's 3rd Street Resurfacing Project (Project); and

WHEREAS, an Updated Cost Estimate from TIB was previously adopted, changing its funding commitment to \$457,220.00; and

WHEREAS, TIB has prepared an additional two-page Updated Cost Estimate and a two-page Project Accounting History Form, due to an increase in Project quantities; and

WHEREAS, with no additional increase in funding contribution from the City, this additional Updated Cost Estimate will increase TIB's funding contribution for the Project by \$15,584.00 to a new total of \$457,220.00 rather than the previous total of \$441,636.00; and

WHEREAS, the new two-page Updated Cost Estimate and two-page Project Accounting History Form have been prepared to confirm such increased monetary contribution by TIB, and the terms of such documents are acceptable to City staff; and

WHEREAS, the City Council finds that good cause exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the two-page Updated Cost Estimate and also the two-page Project Accounting History Form in the formats appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13th day of January, 2026.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney



Transportation Improvement Board
Updated Cost Estimate

Form generated on 01 Oct 2025

Agency **SELAH**

TIB Project No **3-E-182(008)-1**

Project Name 3rd Street Overlay - Multiple Locations

CONTRACT COMPLETION
 Submit form to initiate Final Settlement with TIB

Current TIB Commitment
\$441,636

TOTAL COST ESTIMATE AT CONTRACT COMPLETION

DESIGN PHASE		CONSTRUCTION PHASE		
Design Engineering	Right of Way	Construction Engineering	Construction Other	Contract Amount
66,650	0	66,650	0	408,051
Phase Total	66,650	Phase Total		474,701
		Total Project Cost		541,351

Include a cost break down of **Construction Other costs**

DETERMINATION OF ELIGIBLE COST

Enter the current estimated totals for Landscaping and Other Noneligible Cost					
Engineering Over 30 Percent	Other Noneligible Cost	Total Landscaping Cost	Allowable Landscaping	Noneligible Landscaping	Total Noneligible Cost
10,885	3,575	1,949	20,224	0	14,460
Total Eligible Project Cost					526,891

Include a cost breakdown of Other Noneligible costs
 Minor Change bid item for City requested additional work.

Change in Eligible Total Project Cost (Total Eligible Project Cost - Previous Phase Eligible Cost) 36,184

Calculated total TIB funds 474,201

If requesting any increase in TIB funds, contact your TIB Engineer first.

Requested Change 15,584

Requested total TIB funds 457,220

Enter explanation for the change in Total Project Cost in the space below

The asphalt grind left open areas to patch (to gravel) and much of the thin layer of asphalt had to be removed. As as result quantities for the HMA related items were higher than expected.

Based on the cost information shown above, the agency requests a TIB fund increase in the amount of \$15,584
 For all increase requests, please contact your TIB Engineer

UPDATE FUNDING PARTNER PARTICIPATION

Funding Partners	Previous Commitment	Current Participation
TIB	441,636	457,220
SELAH	84,131	84,131
WSDOT	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
TOTALS	\$525,767	\$541,351
Funding Partner Total is Correct		

REQUIRED ATTACHMENTS

- ▶ Attach PICTURES of the completed project
- ▶ Attach FINAL SUMMARY OF QUANTITIES
- ▶ Attach signed PROJECT ACCOUNTING HISTORY or LEDGER indicating all project costs
- ▶ Enter justification for COST INCREASE
- ▶ Include a cost breakdown of construction other costs
- ▶ Include a cost breakdown of noneligible costs

AGENCY OFFICIAL

By my signature below, I certify the costs shown are true and correct and I am authorized to financially indebt the agency.

 Printed or Typed Name

 Title

 Signature & Date

REGISTERED ENGINEER

I certify the project work has been completed in accordance with the subject project plans and specifications.

Terry D. Alapeteri

 Printed or Typed Name

Terry D. Alapeteri 12/17/25

 Signature & Date

PROJECT ACCOUNTING HISTORY

Date

Agency **SELAH**
 TIB Project No **3-E-182(008)-1**
 Project Name **3rd Street Overlay - Multiple Locations**

Construction Phase	Design Phase	Engineering	Right of Way	Phase Total
		66,650.00	0.00	66,650.00
	Engineering	Construction Other	Contract	Phase Total
	66,650.00	0.00	408,050.83	474,700.83
PROJECT TOTAL COST				541,350.83

AGENCY VERIFICATION OF PROJECT COSTS: I certify that the costs are correct.

AGENCY OFFICIAL

Signature

Printed or Typed Name & Title

INSTRUCTIONS: Complete the form by entering incurred project costs. For Agency Staff Costs, indicate the Direct Labor, Payroll Benefits and Indirect Cost in the appropriate column. Indicate the payee and associated cost in the appropriate column

¹ Payroll Benefits cannot exceed 40 percent of Direct Labor.
² Indirect Costs cannot exceed 10 percent of Direct Labor.

AGENCY STAFF COST	Design Phase		Construction Phase			TOTAL
	Engineering	Right of Way	Engineering	Construction Other	Contract	
Direct Labor						0.00
Payroll Benefits ¹						0.00
Indirect Costs ²						0.00
Agency Staff Cost Total	0.00	0.00	0.00	0.00	0.00	0.00

Payroll Benefit Percent **0.0%**

Indirect Cost Percent **0.0%**



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/13/2026
Agenda Number: 10D

Action Item

Title: Resolution Authorizing the Mayor to Docusign “Amendment A” to “Contract Number PC25-96103-037” between the City and the Washington State Public Works Board, for Additional Funding Related to the Hillcrest Water Main Replacement Project

From: Ty Jones, Public Works Supervisor

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: Borrowing of an additional \$500,000.00, at an interest rate of eighty-six hundredths of one percent (0.86%) for a term of twenty (20) years. Combined with the previously-approved borrowing of \$1,263,865.60 for this Project, this would bring the new total loan amount to \$1,763,865.60. The City will also receive grant funds of \$1,263,865.60 for this Project. Thus, the cumulative loan and grant funds equate to \$3,027,731.20.

Funding Source: 411, Water Fund

Background/Findings/Facts: This pertains to the ongoing Hillcrest Water Main Replacement Project (Project), which has been proceeding via the previously-approved “Contract Number PC25-96103-037” between the City and Washington State Public Works Board. Via that previous Contract, the City borrowed \$1,263,865.60 for this Project. Now, it is proposed that an additional \$500,000.00 be borrowed, so that the scope of work can be enlarged to include the addition of manhole covers and road repairs.

A three-page package of documents (generally labeled “Amendment A”) has been prepared to facilitate this additional borrowing. The additional \$500,000.00 would be borrowed at an interest rate of eighty-six hundredths of one percent (0.86%) for a term of twenty (20) years. City staff recommends that this additional borrowing, and enlarged scope of work, be approved.

A copy of the proposed Amendment is appended to the instant AIS. The attached proposed Resolution will – if approved – authorize the Mayor to sign the Amendment.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
2/25/2025	Resolution No. 3188; Resolution Ratifying Signatures by the Mayor and City Attorney on “Contract Number PC25-96103-037” between the City and the Washington State Public Works Board, and otherwise Approving such Contract, Pertaining to Financing for the City’s Hillcrest Water Main Replacement Project
11/12/2024	Resolution No. 3163; Resolution Authorizing the Mayor to Sign “Task Order No. 2024-07” with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City’s Hillcrest Water Main Replacement Project
6/11/2024	Resolution No. 3129; Resolution Authorizing the Signing and Submission of a Washington State Public Works Board Funding Application Related to the City’s Hillcrest Water Main Replacement Project

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO DOCUSIGN “AMENDMENT A” TO
“CONTRACT NUMBER PC25-96103-037” BETWEEN THE CITY AND THE
WASHINGTON STATE PUBLIC WORKS BOARD, FOR ADDITIONAL FUNDING
RELATED TO THE HILLCREST WATER MAIN REPLACEMENT PROJECT

WHEREAS, work on the City’s Hillcrest Water Main Replacement Project (Project) has been ongoing for a while, pursuant to a previously-approved “Contract Number PC25-96103-037” (Contract) between the City and the Washington State Public Works Board (PWB); and

WHEREAS, additional construction funding has proven necessary to complete the Project; and

WHEREAS, the PWB is willing and able to provide the additional funding via a loan; and

WHEREAS, the PWB has drafted a three-page package of documents (generally labeled “Amendment A”) to effectuate an amendment of the Contract, which recites the additional scope of work and the PWB additional loan of funding of \$500,000.00; and

WHEREAS, the terms of the three-page package of documents are acceptable to City staff and City staff recommends that the City Council authorize the Mayor to docusign it; and

WHEREAS, the City Council finds that good cause exists;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to docusign the three-page package of documents (*i.e.*, “Amendment A”) in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13th day of January, 2026.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

CONTRACT FACE SHEET

Contract Number: PC25-96103-037

Amendment: A

PUBLIC WORKS BOARD CONSTRUCTION LOAN CONTRACT

1. Contractor City of Selah 115 W Naches Ave Selah, WA 98942		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Roger Bell, Mayor Roger.Bell@selahwa.gov		4. Public Works Board Representative Alison Mitchell Alison.Mitchell@commerce.wa.gov	
5. Contract Amount \$2,527,731.20	6. Amendment Amount \$500,000.00	7. New Contract Amount \$3,027,731.20	
8. Amendment Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		9. Amendment Start Date Amendment Execution Date	10. Contract End Date June 1, 2045
11. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
12. Tax ID # N/A	13. SWV # 0007717-00	14. UBI # 392-000-174	15. DUNS # N/A
16. Amendment Purpose The purpose of this amendment is to modify the award amount and modify the scope of work.			
The Board, defined as the Washington State Public Works Board and Borrower/Contractor acknowledge and accept the terms of this Agreement/Contract As Amended and have executed this Agreement/Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement/Contract As Amended are governed by this Agreement/Contract Amendment and the following other documents incorporated by reference: Amendment Terms and Conditions. A copy of this Agreement/Contract Amendment shall be attached to and made a part of the original Agreement/Contract between the Board and the Borrower/Contractor. Any reference in the original Agreement/Contract to the "Agreement" or the "Contract" shall mean the "Agreement As Amended" or "Contract As Amended," respectively.			
FOR THE CONTRACTOR _____ Signature _____ Print Name _____ Title _____ Date		FOR PUBLIC WORKS BOARD _____ Vincent McGowan, PE, Public Works Board Chair _____ Date APPROVED AS TO FORM ONLY This 18 th Day of December, 2008 _____ Rob McKenna Attorney General _____ Signature on File Dawn C. Cortez Assistant Attorney General	

DECLARATIONS

CLIENT INFORMATION

Legal Name: City of Selah
Loan Number: PC25-96103-037
Amendment: A

PROJECT INFORMATION

Project Title: Hillcrest Water Main Replacement
Project City: Selah
Project State: **Washington**
Project Zip Code: 98942

LOAN INFORMATION

New Loan Amount: **\$1,763,865.60**
Prior Loan Amount: **\$1,263,865.60**
New Grant Amount: **\$1,263,865.60**
Prior Grant Amount: **\$1,263,865.60**
Total Estimated Cost and Funding: **\$3,027,731.20**
Loan Forgiveness % (if applicable): **N/A**
Loan Term: 20 Years
Interest Rate: **0.86%**
Payment Month: June 1st
Loan Reimbursement Start Date:
Time of Performance 60 months from Execution Date of this Contract to Project Completion.

SPECIAL TERMS AND CONDITIONS GOVERNING THIS LOAN AGREEMENT

N/A

LOAN SECURITY CONDITION GOVERNING THIS LOAN AGREEMENT

This loan is a general obligation of the CONTRACTOR.

SCOPE OF WORK

This project will replace approximately 7,000 linear feet of existing 2-inch, 4-inch, and 6-inch water main piping with new 8-inch and 12-inch piping, including valves, fire hydrant assemblies, water service connections, manhole covers and road repair. Water main replacements will be in the Hillcrest area, including Hillcrest Drive from Ridgeview Avenue to Crusher Canyon Road, and in Anchor Place, Anchor Loop, Sherlyn Drive, W. Fifth Avenue, W. Seventh Avenue, Riverview Avenue, Ridgeview Avenue, Hillcrest Place, and Ridge Road.

The project costs may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, bid documents, and construction. The project needs to meet all applicable Local, State, and/or Federal standards.

AMENDMENT TERMS AND CONDITIONS

**Washington State Department of Commerce
PUBLIC WORKS BOARD
CONSTRUCTION LOAN CONTRACT**

Contractor/Borrower: City of Selah
Contract Number: PC25-96103-037
Amendment Number: A

The purpose of this amendment is to modify the loan amount and modify the scope of work of the above referenced Public Works Board Program.

The Public Works Board (or its successors), a department of the State of Washington, (hereafter referred to as the "Board") and the Contractor, listed above and on the attached Face Sheet, agree to amend the declared loan as described.



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 1/13/2026
Agenda Number: 10E

Action Item

Title: Resolution Declaring the 3rd Street Overlay and Orchard Avenue Water Main Improvements Project to be Complete and Accepting the Work and Materials

From: Ty Jones, Public Works Supervisor

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A for this action (the Project costs were paid from Fund 111 Street Improvement Fund and 411 Water Fund)

Background/Findings/Facts: The City contracted with Interwest Construction, Inc., to perform the 3rd Street Overlay and Orchard Avenue Water Main Improvements Project (Project). The contractor’s scope of work is finished, and all materials are in place. HLA Engineering and Land Surveying, Inc. (HLA) and City staff inspected the work and materials, and no defects or deficiencies were noted. The work appears to meet the contract specifications. Thus, HLA and City staff recommend that the City Council approve a Resolution that declares the Project to be complete and that accepts the work and materials.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
5/13/2025	Resolution No. 3209; Resolution Authorizing the Mayor to Sign a Seven-Page Contract with Interwest Construction, Inc., for the City’s 3 rd Street Overlay and Orchard Avenue Water Main Improvements Project
5/13/2025	Resolution No. 3208; Resolution Authorizing the Mayor to Sign a Two-Page Transportation Improvements Board (TIB) Updated Cost Estimate for the 3 rd Street Resurfacing Project
4/8/2025	Resolution No. 3199; Authorizing the Mayor to Sign “Task Order No. 2025-03” with HLA Engineering and Land Surveying, Inc., for Professional Services

	Related to the City's 3rd Street Improvements – Valleyview to Park Avenue Project
1/14/2025	Resolution No. 3179; Authorizing the Mayor to Sign "Task Order No. 2025-01" with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City's 3rd Street Resurfacing Project
12/10/2024	Resolution No. 3171; Authorizing the Mayor to Sign a Five-Page Washington State Transportation Improvement Board Fuel Tax Grant Agreement 3-E-182(008)-1 and also a One-Page Project Funding Status Form, Pertaining to the City's 3rd Street and Speyers Road Resurfacing Project

RESOLUTION NO. _____

RESOLUTION DECLARING THE 3RD STREET OVERLAY AND ORCHARD AVENUE WATER MAIN IMPROVEMENTS PROJECT TO BE COMPLETE AND ACCEPTING THE WORK AND MATERIALS

WHEREAS, the City contracted with Interwest Construction, Inc., to perform the 3rd Street Overlay and Orchard Avenue Water Main Improvements Project (“Project”); and

WHEREAS, all materials and equipment have been received; HLA Engineering and Land Surveying, Inc. (“HLA”); and City staff inspected the work and materials; and no defects or deficiencies were noted; and

WHEREAS, the work appears to meet the contract specifications, and thus HLA and City staff recommend that the City Council declare the Project as complete and that the City accept the work and materials; and

WHEREAS, the City Council finds that good cause exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the 3rd Street Overlay and Orchard Avenue Water Main Improvements Project be and is declared to be complete and, further, that the City accepts the work and materials.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13th day of January, 2026.

ATTEST:

Roger Bell, Mayor

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

December 22, 2025

City of Selah
115 W. Naches Avenue
Selah, WA 98942

Attn: Rocky Wallace, Public Works Director

Re: City of Selah
3rd Street Overlay and Orchard Avenue Water Main Improvements
HLA Project Nos. 25036C & 25074C
TIB Project No. 3-E-182(008)-1
PWB Project No. PC22-96103-046
Final Progress Estimate and Project Acceptance

Dear Rocky:

Enclosed is Progress Estimate No. 04 designated as the Final for work performed by Interwest Construction, Inc. through October 31, 2025 in connection with their contract on the above referenced project. The amount due to the contractor is \$ 0.00, per the contract document. We recommend this Final Progress Estimate be considered and accepted by the City of Selah Council.

This letter also serves as our recommendation for acceptance of the project by your City Council. We have reviewed the work performed by Interwest Construction, Inc. and believe it has been completed satisfactorily.

Once the project has been accepted as complete by the City Council, the required "Notice of Completion of Public Works Contract" will be completed by our office and sent to the Department of Revenue (DOR), Department of Labor and Industries (L&I), and Employment Security Department (ESD), through our access to the City's L&I Awarding Agency Portal. If the City prefers to submit the Notice of Completion, please notify our office.

Retainage in the amount of \$42,189.65 may be released to Interwest Construction, Inc. after acceptance of the project, when lien releases have been received from DOR, L&I, and ESD, and when the City has confirmed no liens have been received related to this project.

The City will receive the following from HLA Engineering and Land Surveying, Inc. (HLA) in a One Drive Link for download:

- A completed copy of project punch list items identified during the final walk-through inspection.
- A PDF set of Record Drawings for the project.
- Final Contract Voucher Certification from the Contractor certifying all labor and materials furnished on this project have been paid for.
- Required project labor and equal employment opportunity documents including:
 - Requests to Sublet and verifications for the Prime Contractor and all subcontractors who performed work on this project.
 - Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid approved by the Washington State Department of Labor and Industries.

Our office will retain an electronic copy of the project files should the City need them in the future.

Please forward a copy of your Council Resolution authorizing project acceptance and release of Retainage to our office for inclusion in the project file.

Contact our office if you have any questions or if we may provide additional information.

Sincerely,

Terry D. Alapeteri, PE

TDA/jld

Enclosures

Copy: Caprise Groo, Ty Jones (City of Selah)
Taylor Denny, Angie Ringer (HLA)

CONSTRUCTION PROGRESS ESTIMATE

3rd Street Overlay and Orchard Avenue Water Main Improvements

CITY OF SELAH
115 W NACHES AVE
SELAH, WA 98942

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

HLA PROJECT NO.: 25036 & 25074

TIB PROJECT NO.: PC22-96103-046

PROGRESS ESTIMATE NO.: 4 & Final

FROM: Oct. 01, 2025

TO: Oct. 31, 2025



BID ITEM NO.	SCH. OF WORK	DESCRIPTION	UNIT	CONTRACT TOTAL <i>(Contract + COs)</i>			TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW <i>(Total - Previous)</i>		PERCENT CONTRACT COMPLETE
				QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	
1	A	Minor Change	FA	1	\$ 10,000.00	\$ 10,000.00	0.36	\$ 3,574.59	0.36	\$ 3,574.59	0	\$ -	36%
2	A	Mobilization	LS	1	\$ 27,831.00	\$ 27,831.00	1	\$ 27,831.00	1	\$ 27,831.00	0	\$ -	100%
3	A	Project Temporary Traffic Control	LS	1	\$ 66,500.00	\$ 66,500.00	1	\$ 66,500.00	1	\$ 66,500.00	0	\$ -	100%
4	A	Removal of Structures and Obstructions	LS	1	\$ 12,650.00	\$ 12,650.00	1	\$ 12,650.00	1	\$ 12,650.00	0	\$ -	100%
5	A	Unclassified Excavation Incl. Haul	CY	250	\$ 42.00	\$ 10,500.00	250	\$ 10,500.00	250	\$ 10,500.00	0	\$ -	100%
6	A	Crushed Surfacing Top Course	TON	330	\$ 36.50	\$ 12,045.00	334.60	\$ 12,212.90	334.60	\$ 12,212.90	0	\$ -	101%
7	A	Planing Bituminous Pavement	SY	6,650	\$ 3.85	\$ 25,602.50	6,650	\$ 25,602.50	6,650	\$ 25,602.50	0	\$ -	100%
8	A	Crack Sealing	FA	1	\$ 5,000.00	\$ 5,000.00	0	\$ -	0	\$ -	0	\$ -	0%
9	A	Pavement Repair Excavation Incl. Haul	SY	100	\$ 26.00	\$ 2,600.00	0	\$ -	0	\$ -	0	\$ -	0%
10	A	HMA Cl. 3/8-Inch PG 64H-28	TON	930	\$ 116.00	\$ 107,880.00	1,114.12	\$ 129,237.92	1,114.12	\$ 129,237.92	0	\$ -	120%
11	A	HMA Cl. 3/8-Inch PG 64H-28 For Preleveling	TON	70	\$ 186.00	\$ 13,020.00	70	\$ 13,020.00	70	\$ 13,020.00	0	\$ -	100%
12	A	HMA Cl. 3/8-Inch PG 64H-28 For Pavement Repair	TON	30	\$ 256.00	\$ 7,680.00	45.70	\$ 11,699.20	45.70	\$ 11,699.20	0	\$ -	152%
13	A	Adjust Manhole	EA	8	\$ 765.00	\$ 6,120.00	8	\$ 6,120.00	8	\$ 6,120.00	0	\$ -	100%
14	A	Adjust Catch Basin	EA	4	\$ 765.00	\$ 3,060.00	4	\$ 3,060.00	4	\$ 3,060.00	0	\$ -	100%
15	A	Adjust Valve Box	EA	8	\$ 750.00	\$ 6,000.00	8	\$ 6,000.00	8	\$ 6,000.00	0	\$ -	100%
16	A	Adjust Meter Box	EA	1	\$ 995.00	\$ 995.00	1	\$ 995.00	1	\$ 995.00	0	\$ -	100%
17	A	Erosion/Water Pollution Control	FA	1	\$ 1,000.00	\$ 1,000.00	0.79	\$ 787.15	0.79	\$ 787.15	0	\$ -	79%
18	A	Landscape Restoration	FA	1	\$ 5,000.00	\$ 5,000.00	0.39	\$ 1,948.57	0.39	\$ 1,948.57	0	\$ -	39%
19	A	Cement Conc. Traffic Curb and Gutter	LF	250	\$ 46.00	\$ 11,500.00	310	\$ 14,260.00	310	\$ 14,260.00	0	\$ -	124%
20	A	Cement Conc. Sidewalk 6-Inch Thick	SY	4	\$ 132.00	\$ 528.00	20	\$ 2,640.00	20	\$ 2,640.00	0	\$ -	500%
21	A	Cement Conc. Sidewalk 4-Inch Thick	SY	30	\$ 83.00	\$ 2,490.00	24	\$ 1,992.00	24	\$ 1,992.00	0	\$ -	80%
22	A	Cement Conc. Curb Ramp	EA	8	\$ 2,955.00	\$ 23,640.00	9	\$ 26,595.00	9	\$ 26,595.00	0	\$ -	113%
23	A	Relocate Flashing School Zone Signal	LS	1	\$ 13,000.00	\$ 13,000.00	1	\$ 13,000.00	1	\$ 13,000.00	0	\$ -	100%
24	A	Permanent Signing	LS	1	\$ 3,675.00	\$ 3,675.00	1	\$ 3,675.00	1	\$ 3,675.00	0	\$ -	100%
25	A	Pavement Markings	LS	1	\$ 14,150.00	\$ 14,150.00	1	\$ 14,150.00	1	\$ 14,150.00	0	\$ -	100%
26	B	Minor Change	FA	1	\$ 5,000.00	\$ 5,000.00	2.29	\$ 11,473.68	2.29	\$ 11,473.68	0	\$ -	229%
27	B	Mobilization	LS	1	\$ 8,000.00	\$ 8,000.00	1	\$ 8,000.00	1	\$ 8,000.00	0	\$ -	100%
28	B	Unclassified Excavation Incl. Haul	CY	80	\$ 42.00	\$ 3,360.00	80	\$ 3,360.00	80	\$ 3,360.00	0	\$ -	100%
29	B	Crushed Surfacing Top Course	TON	80	\$ 36.50	\$ 2,920.00	89.50	\$ 3,266.75	89.50	\$ 3,266.75	0	\$ -	112%

CONSTRUCTION PROGRESS ESTIMATE

3rd Street Overlay and Orchard Avenue Water Main Improvements

CITY OF SELAH
115 W NACHES AVE
SELAH, WA 98942

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

HLA PROJECT NO.: 25036 & 25074

TIB PROJECT NO.: PC22-96103-046

PROGRESS ESTIMATE NO.: 4 & Final

FROM: Oct. 01, 2025

TO: Oct. 31, 2025



BID ITEM NO.	SCH. OF WORK	DESCRIPTION	UNIT	CONTRACT TOTAL <i>(Contract + COs)</i>			TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW <i>(Total - Previous)</i>		PERCENT CONTRACT COMPLETE
				QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	
30	B	HMA Cl. 3/8-Inch PG 64H-28	TON	20	\$ 350.00	\$ 7,000.00	20	\$ 7,000.00	20	\$ 7,000.00	0	\$ -	100%
31	B	Storm Sewer Pipe 12 In. Diam.	LF	10	\$ 112.00	\$ 1,120.00	10	\$ 1,120.00	10	\$ 1,120.00	0	\$ -	100%
32	B	Underdrain Pipe Infiltration Trench System 12 In. Diam.	LF	50	\$ 199.00	\$ 9,950.00	50	\$ 9,950.00	50	\$ 9,950.00	0	\$ -	100%
33	B	Catch Basin Type 2 48 In. Diam.	EA	1	\$ 3,875.00	\$ 3,875.00	1	\$ 3,875.00	1	\$ 3,875.00	0	\$ -	100%
34	B	Catch Basin Type 1	EA	3	\$ 2,050.00	\$ 6,150.00	3	\$ 6,150.00	3	\$ 6,150.00	0	\$ -	100%
35	B	Cement Conc. Traffic Curb and Gutter	LF	950	\$ 36.00	\$ 34,200.00	985	\$ 35,460.00	985	\$ 35,460.00	0	\$ -	104%
36	B	Remove and Reset Fence	LF	50	\$ 54.00	\$ 2,700.00	50	\$ 2,700.00	50	\$ 2,700.00	0	\$ -	100%
37	B	Cement Conc. Sidewalk 4-Inch Thick	SY	40	\$ 73.00	\$ 2,920.00	34	\$ 2,482.00	34	\$ 2,482.00	0	\$ -	85%
38	B	Mailbox Support, Type 2	EA	5	\$ 1,450.00	\$ 7,250.00	5	\$ 7,250.00	5	\$ 7,250.00	0	\$ -	100%
39	C	Minor Change	FA	1	\$ 10,000.00	\$ 10,000.00	2.39	\$ 23,853.33	2.39	\$ 23,853.33	0	\$ -	239%
40	C	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	1	\$ 10,000.00	0	\$ -	100%
41	C	Project Temporary Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	1	\$ 10,000.00	0	\$ -	100%
42	C	Unclassified Excavation Incl. Haul	CY	4	\$ 114.00	\$ 456.00	21	\$ 2,394.00	21	\$ 2,394.00	0	\$ -	525%
43	C	Crushed Surfacing Base Course	TON	370	\$ 36.50	\$ 13,505.00	482.90	\$ 17,625.85	482.90	\$ 17,625.85	0	\$ -	131%
44	C	Planing Bituminous Pavement	SY	1,990	\$ 3.85	\$ 7,661.50	1,990	\$ 7,661.50	1,990	\$ 7,661.50	0	\$ -	100%
45	C	Crack Sealing	FA	1	\$ 2,000.00	\$ 2,000.00	0	\$ -	0	\$ -	0	\$ -	0%
46	C	Pavement Repair Excavation Incl. Haul	SY	40	\$ 26.00	\$ 1,040.00	0	\$ -	0	\$ -	0	\$ -	0%
47	C	HMA Cl. 3/8-Inch PG 64H-28	TON	300	\$ 116.00	\$ 34,800.00	405.94	\$ 47,089.04	405.94	\$ 47,089.04	0	\$ -	135%
48	C	HMA Cl. 3/8-Inch PG 64H-28 For Preleveling	TON	30	\$ 186.00	\$ 5,580.00	30.87	\$ 5,741.82	30.87	\$ 5,741.82	0	\$ -	103%
49	C	HMA Cl. 3/8-Inch PG 64H-28 For Pavement Repair	TON	10	\$ 256.00	\$ 2,560.00	10.15	\$ 2,598.40	10.15	\$ 2,598.40	0	\$ -	102%
50	C	Shoring or Extra Excavation	LF	690	\$ 1.00	\$ 690.00	834	\$ 834.00	834	\$ 834.00	0	\$ -	121%
51	C	Select Backfill, as Directed	CY	300	\$ 36.00	\$ 10,800.00	312.70	\$ 11,257.20	312.70	\$ 11,257.20	0	\$ -	104%
52	C	D.I. Pipe for Water Main 8 In. Diam.	LF	640	\$ 109.00	\$ 69,760.00	728	\$ 79,352.00	728	\$ 79,352.00	0	\$ -	114%
53	C	D.I. Pipe for Water Main 6 In. Diam.	LF	20	\$ 105.00	\$ 2,100.00	46	\$ 4,830.00	46	\$ 4,830.00	0	\$ -	230%
54	C	D.I. Pipe for Water Main 4 In. Diam.	LF	30	\$ 305.00	\$ 9,150.00	60	\$ 18,300.00	60	\$ 18,300.00	0	\$ -	200%
55	C	8 In. Tapping Sleeve and Hydrant Assembly, Complete	LS	1	\$ 16,000.00	\$ 16,000.00	1	\$ 16,000.00	1	\$ 16,000.00	0	\$ -	100%
56	C	Gate Valve 8 in.	EA	4	\$ 3,125.00	\$ 12,500.00	4	\$ 12,500.00	4	\$ 12,500.00	0	\$ -	100%
57	C	Abandon Water Valve	EA	2	\$ 218.00	\$ 436.00	2	\$ 436.00	2	\$ 436.00	0	\$ -	100%
58	C	Hydrant Assembly	EA	1	\$ 8,925.00	\$ 8,925.00	2	\$ 17,850.00	2	\$ 17,850.00	0	\$ -	200%

CONSTRUCTION PROGRESS ESTIMATE

3rd Street Overlay and Orchard Avenue Water Main Improvements

CITY OF SELAH
115 W NACHES AVE
SELAH, WA 98942

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

HLA PROJECT NO.: 25036 & 25074

TIB PROJECT NO.: PC22-96103-046

PROGRESS ESTIMATE NO.: 4 & Final

FROM: Oct. 01, 2025

TO: Oct. 31, 2025



BID ITEM NO.	SCH. OF WORK	DESCRIPTION	UNIT	CONTRACT TOTAL <i>(Contract + COs)</i>			TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW <i>(Total - Previous)</i>		PERCENT CONTRACT COMPLETE
				QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	
59	C	Erosion/Water Pollution Control	FA	1	\$ 1,000.00	\$ 1,000.00	0.46	\$ 456.71	0.46	\$ 456.71	0	\$ -	46%
60	D	Minor Change	FA	1	\$ 5,000.00	\$ 5,000.00	0	\$ -	0	\$ -	0	\$ -	0%
61	D	Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	1	\$ 5,000.00	0	\$ -	100%
62	D	Project Temporary Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	1	\$ 5,000.00	0	\$ -	100%
63	D	Unclassified Excavation Including Haul	CY	10	\$ 114.00	\$ 1,140.00	19	\$ 2,166.00	19	\$ 2,166.00	0	\$ -	190%
64	D	Crushed Surfacing Base Course	TON	110	\$ 36.50	\$ 4,015.00	103.50	\$ 3,777.75	103.50	\$ 3,777.75	0	\$ -	94%
65	D	HMA Cl. 3/8-Inch PG 64H-28	TON	20	\$ 350.00	\$ 7,000.00	20	\$ 7,000.00	20	\$ 7,000.00	0	\$ -	100%
66	D	Select Backfill, as Directed	CY	120	\$ 36.00	\$ 4,320.00	54.70	\$ 1,969.20	54.70	\$ 1,969.20	0	\$ -	46%
67	D	Service Connection 2 In. Diam.	EA	1	\$ 1,010.00	\$ 1,010.00	1	\$ 1,010.00	1	\$ 1,010.00	0	\$ -	100%
68	D	Service Connection 1 In. Diam.	EA	27	\$ 745.00	\$ 20,115.00	17	\$ 12,665.00	17	\$ 12,665.00	0	\$ -	63%
69	D	Landscape Restoration	FA	1	\$ 2,000.00	\$ 2,000.00	0.49	\$ 986.99	0.49	\$ 986.99	0	\$ -	49%
70	D	Cement Conc. Traffic Curb and Gutter	LF	20	\$ 46.00	\$ 920.00	20	\$ 920.00	20	\$ 920.00	0	\$ -	100%
71	D	Cement Conc. Sidewalk 4-Inch Thick	SY	60	\$ 73.00	\$ 4,380.00	60	\$ 4,380.00	60	\$ 4,380.00	0	\$ -	100%

CONSTRUCTION PROGRESS ESTIMATE

3rd Street Overlay and Orchard Avenue Water Main Improvements

CITY OF SELAH
115 W NACHES AVE
SELAH, WA 98942



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

HLA PROJECT NO.: 25036 & 25074
TIB PROJECT NO.: PC22-96103-046
PROGRESS ESTIMATE NO.: 4 & Final
FROM: Oct. 01, 2025 **TO:** Oct. 31, 2025

BID ITEM NO.	SCH. OF WORK	DESCRIPTION	UNIT	CONTRACT TOTAL <i>(Contract + COs)</i>			TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW <i>(Total - Previous)</i>		PERCENT CONTRACT COMPLETE
				QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	
		SCHEDULE A - TOTAL			\$	392,466.50	\$	408,050.83	\$	408,050.83	\$	-	104%
		SCHEDULE B - TOTAL			\$	94,445.00	\$	102,087.43	\$	102,087.43	\$	-	108%
		Schedule C Subtotal			\$	228,963.50	\$	288,779.85	\$	288,779.85	\$	-	126%
		8.3% Sales Tax - Schedule C			\$	19,003.97	\$	23,968.73	\$	23,968.73	\$	-	
		SCHEDULE C - TOTAL			\$	247,967.47	\$	312,748.58	\$	312,748.58	\$	-	
		Schedule D Subtotal			\$	59,900.00	\$	44,874.94	\$	44,874.94	\$	-	75%
		8.3% Sales Tax - Schedule D			\$	4,971.70	\$	3,724.62	\$	3,724.62	\$	-	
		SCHEDULE D - TOTAL			\$	64,871.70	\$	48,599.56	\$	48,599.56	\$	-	
		Project Total (Including Sales Tax)			\$	799,750.67	\$	871,486.40	\$	871,486.40	\$	-	109%
		Retainage Withheld 5%					\$	(42,189.65)	\$	(42,189.65)	\$	-	
		Engineering Expenses - ADA Ramp Re-Work, per 1-05.7 <i>(7hrs @ \$245.00/hr, 27hrs @ \$149.00/hr, 49 miles @ \$.70/mi)</i>					\$	(5,772.30)	\$	(5,772.30)	\$	-	
		Rejected Pvmt Markings at Orchard & 3rd Intersection, per 1-05.7					\$	(650.00)	\$	(650.00)	\$	-	
		Amount Due Progress Estimate No. 4 & Final					\$	822,874.45	\$	822,874.45	\$	-	

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

Terry D. Alapeteri
 Digitally signed by Terry Alapeteri
 Date: 2025.12.16 15:58:52-08'00'

Terry D. Alapeteri, PE

I hereby accept the Final Progress Estimate and Final Contract Voucher Certification, in accordance with Section 1-09.9 of the WSDOT Standard Specifications.

Roy W Swihart
 Digitally signed by Roy W Swihart
 DN: c=US, E=royw@interwest.biz, O=Interwest Construction Inc., OU=General, CN=Roy W Swihart
 Reason: I am approving this document
 Date: 2025.12.16 12:47:13-08'00'

Interwest Construction, Inc.

CONSTRUCTION PROGRESS ESTIMATE -

3rd Street Overlay and Orchard Avenue Water Main Improvements

SCHEDULE OF VALUES

City of Selah

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

HLA PROJECT NO.: 25036 & 25074
TIB PROJECT NO.: 3-E-182(008)-1
PWB PROJECT NO.: PC22-96103-046



BID ITEM NO.	BID ITEM NAME	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	PERCENT OF ITEM COMPLETE
2	Mobilization	2.1 - 50% Payment at 5% Schedule Completion	1	LS	\$ 13,915.50	\$ 13,915.50	100%
2	Mobilization	2.2 - 100% Payment at 10% Schedule Completion	1	LS	\$ 13,915.50	\$ 13,915.50	100%
3	Project Temporary Traffic Control	3.1 - Traffic Control Set Up	1	LS	\$ 7,500.00	\$ 7,500.00	100%
3	Project Temporary Traffic Control	3.2 - Daily Traffic Control	50	DAY	\$ 1,080.00	\$ 54,000.00	100%
3	Project Temporary Traffic Control	3.3 - Traffic Control Take Down	1	LS	\$ 5,000.00	\$ 5,000.00	100%
4	Removal of Structures and Obstructions	4.1 - 100% Complete	1	LS	\$ 12,650.00	\$ 12,650.00	100%
23	Relocate Flashing School Zone Signal	23.1 - 100% Complete	1	LS	\$ 13,000.00	\$ 13,000.00	100%
24	Permanent Signing	24.1 - 100% Complete	1	LS	\$ 3,675.00	\$ 3,675.00	100%
25	Pavement Markings	25.1 - Temporary Pavement Markings	1	LS	\$ 1,415.00	\$ 1,415.00	100%
25	Pavement Markings	25.2 - Permanent Pavement Markings - Paint	1	LS	\$ 3,735.00	\$ 3,735.00	100%
25	Pavement Markings	25.3 - Permanent Pavement Markings - Plastic	1	LS	\$ 9,000.00	\$ 9,000.00	100%
27	Mobilization	27.1 - 50% Payment at 5% Schedule Completion	1	LS	\$ 4,000.00	\$ 4,000.00	100%
27	Mobilization	27.2 - 100% Payment at 10% Schedule Completion	1	LS	\$ 4,000.00	\$ 4,000.00	100%
40	Mobilization	40.1 - 50% Payment at 5% Schedule Completion	1	LS	\$ 5,000.00	\$ 5,000.00	100%
40	Mobilization	40.2 - 100% Payment at 10% Schedule Completion	1	LS	\$ 5,000.00	\$ 5,000.00	100%
41	Project Temporary Traffic Control	41.1 - Traffic Control Set Up	1	LS	\$ 1,500.00	\$ 1,500.00	100%
41	Project Temporary Traffic Control	41.2 - Daily Traffic Control	50	DAY	\$ 150.00	\$ 7,500.00	100%
41	Project Temporary Traffic Control	41.3 - Traffic Control Take Down	1	LS	\$ 1,000.00	\$ 1,000.00	100%
55	8 In. Tapping Sleeve and Hydrant Assembly, Complete	55.1 - 100% Complete	1	LS	\$ 16,000.00	\$ 16,000.00	100%
61	Mobilization	61.1 - 50% Payment at 5% Schedule Completion	1	LS	\$ 2,500.00	\$ 2,500.00	100%
61	Mobilization	61.2 - 100% Payment at 10% Schedule Completion	1	LS	\$ 2,500.00	\$ 2,500.00	100%
62	Project Temporary Traffic Control	62.1 - Daily Traffic Control	50	DAY	\$ 100.00	\$ 5,000.00	100%



PROJECT NAME: 3rd Street Overlay and Orchard Avenue Water Main Improvements

PROJECT NUMBERS: 25036C & 25074C

Date Work Physically Completed: September 8, 2025

Final Contract Amount: \$871,486.40

All work on the above referenced project has been completed in accordance with the contract documents and the final inspection has been completed, including all required project documentation.

I, the undersigned, certify and declare, under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct: I am authorized to sign for the claimant; that in connection with the work performed and, to the best of my knowledge, no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Selah; nor have I rented or purchased any equipment or materials from any employee of the City of Selah; that the attached final estimate is a true and correct statement showing all the monies due the claimant from the City of Selah for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same and; that I, on behalf of the claimant, hereby release and forever discharge the City of Selah from any and all claims of whatsoever nature which I or the claimant may have, arising out of the performance of said Contract, which are not set forth in said final estimate.

The undersigned, Interwest Construction, Inc., also hereby certifies that all subcontractors, suppliers, and employees have been paid in accordance with the Contract Documents and all applicable laws, except for Retainage, if any, remaining to be paid.

Contractor: Interwest Construction, Inc.

Address: 609 N. Hill Blvd.
Burlington, WA 98233

Authorized Official: _____ Date: 12/16/2025
Contractor Signature

Print Name: Roy Swihart Title: President



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/13/2026
Agenda Number: 10F

Action Item

Title: Resolution Declaring the City’s 2025 Crack Seal Project to be Complete and Accepting the Work and Materials

From: Ty Jones, Public Works Supervisor

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A for this action (the Project costs were paid from Fund 111, Street Improvement Fund)

Background/Findings/Facts: The City contracted with Specialized Pavement Markings, LLC, to perform the City’s 2025 Crack Seal Project (Project). The contractor’s scope of work is finished, and all materials are in place. HLA Engineering and Land Surveying, Inc. (HLA) and City staff inspected the work and materials, and no defects or deficiencies were noted. The work appears to meet the contract specifications. Thus, HLA and City staff recommend that the City Council approve a Resolution that declares the Project to be complete and that accepts the work and materials.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
8/26/2025	Resolution No. 3235; Resolution Authorizing the Mayor to Sign a Seven-Page Contract with Specialized Pavement Marking, LLC, for the City’s 2025 Crack Seal Project

RESOLUTION NO. _____

RESOLUTION DECLARING THE CITY'S 2025 CRACK SEAL PROJECT TO BE COMPLETE AND ACCEPTING THE WORK AND MATERIALS

WHEREAS, the City contracted with Specialized Pavement Markings, LLC, to perform the City's Crack Seal Project (Project); and

WHEREAS, all materials and equipment have been received; HLA Engineering and Land Surveying, Inc. (HLA) and City staff inspected the work and materials; and no defects or deficiencies were noted; and

WHEREAS, the work appears to meet the contract specifications, and thus HLA and City staff recommend that the City Council declare the Project as complete and that the City accept the work and materials; and

WHEREAS, the City Council finds that good cause exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the City's 2025 Crack Seal Project be and is declared to be complete and, further, that the City accepts the work and materials.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13th day of January, 2026.

ATTEST:

Roger Bell, Mayor

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

November 12, 2025

City of Selah
115 W Naches Ave.
Selah, WA 98942

Attn: Roger Bell
Mayor

Re: City of Selah
Citywide Crack Sealing
HLA Project No. 25006
Project Acceptance

Dear Mayor Bell:

This letter serves as our recommendation for acceptance of the above referenced project by your City Council. We have reviewed the work performed by Specialized Pavement Marking, LLC., and believe it has been completed satisfactorily.

Once the project has been accepted as complete by the City Council, the required "Notice of Completion of Public Works Contract" will be completed by our office and sent to the Department of Revenue (DOR), Department of Labor and Industries (L&I), and Employment Security Department (ESD), through our access to the City's L&I Awarding Agency Portal. Our office will monitor the lien releases from these agencies and notify the City when retainage should be paid to Specialized Pavement Marking, LLC. If the City prefers to submit the Notice of Completion, please notify our office.

Retainage in the amount of \$1,862.65 may be released to Specialized Pavement Marking, LLC., after acceptance of the project, when lien releases have been received from DOR, L&I, and ESD, and when the City has confirmed no liens have been received related to this project.

Once the above items have occurred, this project may be considered complete.

The City will receive the following from HLA Engineering and Land Surveying, Inc. (HLA) in a One Drive Link for download:

- Final Contract Voucher Certification from the Contractor certifying all labor and materials furnished on this project have been paid for.
- Required project labor and equal employment opportunity documents including:
 - Requests to Sublet and verifications for the Prime Contractor and all subcontractors who performed work on this project.

- Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid approved by the Washington State Department of Labor and Industries.

Our office will retain an electronic copy of the project files should the City need them in the future.

Please forward a copy of your Council Resolution authorizing project acceptance.

Contact our office if you have any questions or if we may provide additional information.

Sincerely,

Terry D. Alapeteri, PE

TDA/jdb

Enclosures

Copy: Rocky Wallace, Matthew Taylor, Caprise Groo (City of Selah)
Zack Bailey (Specialized Pavement Marking, LLC)
Taylor Denny, Angie Ringer, Jodi Smith (HLA)



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 1/13/2026
Agenda Number: 10G

Action Item

Title: Resolution Authorizing Issuance of Payment to SWS Equipment, LLC, for a Recently-Acquired Street Sweeper

From: Ty Jones, Public Works Utility Supervisor

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$418,637.96 (with anticipated full reimbursement through the Federal Highway Administration's (FHWA's) Congestion Mitigation & Air Quality (CMAQ) funding program)

Funding Source: 111 Street Improvement

Background/Findings/Facts: The City solicited bids for a new PM10 certified street sweeper. The lowest qualifying bid was by SWS Equipment, LLC, for the overall total cost of \$418,637.96 (inclusive of sales tax).

The City recently accepted delivery of a 2025 Schwarze A7 Tornado Multi-Purpose Regenerative Air Sweeper. City staff now desire to finalize the procurement of the street sweeper by issuing payment to SWS Equipment.

The attached proposed Resolution will, if approved, authorize City staff to issue payment to SWS Equipment.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
9/24/2024	Resolution No. 3150; Resolution Authorizing the Mayor and Public Works Director to Sign a Local Agency Agreement and also a Project Prospectus with the Washington State Department of Transportation (WSDOT) Relative to the Selah Street Sweeper Project
12/9/2025	Resolution No. 3268; Resolution Ratifying Signatures by the Mayor on the Local Agency Agreement Supplement and the Project Prospectus for the City's Street Sweeper Project

12/9/2025	Resolution No. 3270; Resolution Authorizing the Mayor to Issue a Purchase Order to SWS Equipment, LLC, for a Street Sweeper
-----------	---

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ISSUANCE OF PAYMENT TO SWS EQUIPMENT, LLC,
FOR A RECENTLY-ACQUIRED STREET SWEEPER

WHEREAS, the City solicited bids for a new PM10 certified street sweeper, that would be purchased with funding provided by the Federal Highway Administration's (FWA's) Congestion Mitigation and Air Quality Improvement (CMAQ) funding program; and

WHEREAS, the lowest qualifying bid was by SWS Equipment, LLC, for the overall total cost of \$418,637.96 (inclusive of sales tax); and

WHEREAS, the purchase order for this equipment has been issued and a 2025 Schwarze A7 Tornado Sweeper has been delivered to the City; and

WHEREAS, the City now desires to finalize the procurement of the street sweeper by issuing payment to SWS Equipment; and

WHEREAS, the City Council finds that good cause exists;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, (a) that City staff be and is authorized to issue payment in the amount of \$418,637.96 (or any lesser amount that might prove possible) to SWS Equipment for the recently-acquired 2025 Schwarze A7 Tornado Sweeper; and (b) and that Public Works Department staff be and is authorized to sign any documents and to undertake any actions that are necessary to complete this transaction.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 13th day of January, 2026.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

**CITY OF SELAH
CLAIMS/WARRANTS VOUCHERS**

VENDOR NAME: _____

INVOICE #: _____

INVOICE DATE: _____

<u>FUND</u>	<u>PROG</u>	<u>DEPT</u>	<u>BASUB</u>	<u>ELE.</u>	<u>OBJ</u>	<u>SUB</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____

TOTAL AMOUNT _____

APPROVED BY: _____
RW

NOTES:

SWS Equipment, LLC.



Invoice SP431

PO BOX 13040
 SPOKANE VALLEY, WA 99213-3040
 (509) 533-9000
 ar@swsequipment.com

PROJECT CREATED 12/02/2025
 CLOSE DATE 12/31/2025
 CREATED 12/23/2025
 TERMS Net 30
 DUE DATE 01/22/2026
 SALESPERSON Phil Davison
 phild@swsequipment.com

BILL TO (#2839094) (☒ AUTO-SEND)

City of Selah
 115 W Naches Ave
 Selah, WA 98942

SHIP TO

City of Selah
 222 South Rushmore Road
 Selah, WA 98942

CUST PO CONTACT Rocky Wallace rocky.wallaca@selahwa.gov, caprise.groo@selahwa.gov (509) 571-5445

SHIP OUT Best Way **DROP SHIP** No

ID 230116 **MAKE** Schwarze Industries LLC **MODEL** A7 Tornado **SN** 25A7SE730 / 3ALACXFC3SDVL2248 **HRS** 0.0

#	PART	DESCRIPTION	QTY	RATE	EXT
1	SZA7SE	Schwarze A7 Tornado Single Engine M2, 240 hp VPD sweeper drive. Standard Options: SWEEPER ENGINE. Fuel water separator. Safety engine shutdown device. Battery and 50 gallon fuel tank shared with chassis. 160 amp alternator. High capacity air cleaner. HYDRAULIC SYSTEM. 25 gallon vented hydraulic reservoir w/shut-off valves. Tank mounted level and temperature indicator. Hydraulic pressure, 2500 psi. In-tank 10 micron return filter with in-cab indicator. 9000 BTU oil to air radiator type oil cooler. 12-volt DC hydraulic backup system. DUST SEPERATOR. Centrifugal dust separator, 29000 cu in with 1680 sq in door. HOPPER. Mild Steel, 8.4 CuYd, 7 CuYd usable Capacity. Screens - 5615 square inches, saw tooth design. Twin dumping cylinders, 51 degrees. Rear door hydraulically opened, closed and locked. Dual 20 in X 32 in watertight inspection doors, 1 left, 1 right. External weatherproof dump switches. Shroud enclosing the blower system. BLOWER. Closed face turbine 10 curved blades, 32.75 in dia. by 5 in wide. 500 Brinell hardness abrasion resistant steel. Fully balanced within 1.5 grams on both sides. Vacuum enhancer w/indicator in cab. Remote grease lines for fan bearing. PICKUP HEAD. 90 in x 36 in Sweeping Head with Rubber Blast Orifice. 3/8 in thick, 14 in dia Pressure hose, 14 in Suction Hose. Sweeps-in-Reverse. Doublewide full length carbide drag shoes Warranted against wear-out, two years/2000 hours, prorated. DUST CONTROL SYSTEM. Twin Electric diaphragm water pumps with inlet restriction indicator. Water tank capacity 480 gallons, polyethylene. 25-foot long fire hydrant fill hose. 50 mesh cleanable filter with shut off valve. Water spray nozzles shall be provided as follows: Five at pickup head, two nozzles inside hopper. Two at gutter broom, per option selected. Two nozzles in suction tube, two at front axle. An air purge system for flushing water lines. OPERATING CONTROLS. Sweeper power control with auto throttle standby. Broom deploy, tilt and speed. Head up/down or leaf bump, sweep in reverse. Dust control water by zone. Hopper dump - in cab and at side broom. Sweeper lighting and beacons. INSTRUMENTS. Full color hi-res display with the following: Water level, broom speed, hopper load, vacuum enhancer position. Sweeper and drive system diagnostics. Hopper tilted and door open indicator. Swiveling console for left or right sweeping. Hyd. temp. & filter restriction. SAFETY EQUIPMENT. Two body props to lock hopper in raised position. Rear Amber LED Strobe With Guard. 2 rear yellow alternating LED flashing lights. Slow moving vehicle emblem, backup alarm, 5-lb fire extinguisher, and a warning triangle kit. Rear view camera. SWEEPER WARRANTY. VPD Device 36 months, unlimited hours. Chassis sweeper engine 36 Months. Sweeper hydraulic pumps and fittings 5 years. Sweeper hydraulic motors and valves 2 years. - Serial Number: 25A7SE730 - VIN: 3ALACXFC3SDVL2248 Options: - Chassis - CHASSIS: FL M2+ 164" Dual Steer 48 States Non Carb - SZA7SSHS - Standard w/ rubber blast orifice - SZA7SGBDPT - Gutter Broom, Dual W/Power Tilt and variable speed - SZA7SGBSFTR - Standby, Full w/Throttle Ramp - SZA7SGBVSGB - Variable Speed Gutter Broom(s) - SZA7SMRGM - 14 Point Standard Remote grease manifold - SZA7SMCS4 - Camera System, Four w/ Split Screen (Location of camera 2, 3, 4 in Special Options)	1.00	407,777.98	407,777.98

#	PART	DESCRIPTION	QTY	RATE	EXT
		- SZA7SWSWTS - Water Tank, Standard 470G - SZA7SWSWTLA - Water Tank Low Level Alarm & Ind. - SZA7SWSSBH7 - Spray Bar, Hopper Add. 7 Nozzles - SZA7SWSSBF - Spray Bar, Front - SZA7SWSADD100R - Additional 100 gallon rear stainless steel tank - SZA7SWSWFIYS - Water Fill Inline Y Strainer - SZA7SH84CSDD - Hopper, 8.4 CuYd Carbon Steel, Drop Down Screens - SZA7SHADDS - Auto Drop Down Screens (All Hoppers) - SZA7SHDAS - Hopper Dump Assist Shaker - SZA7SHHHN - Hand Hose - None - SZA7SHDC - Hopper Deluge, Conical Spray - SZA7SHLWA - Load Weight Alarm & Indicator - SZA7SHUAI - Hopper Up Alarm & Indicator - SZA7SHDOI - Hopper Door Open Indicator - SZA7SHDRN - Hopper Drain - None or - SZA7SHHSSS - Hopper, High Strength Stainless Steel -LIFETIME WARRANTY- - SZA7SRLSTG - Strobe, Rear W/Guard - SZA7SPSTD - Paint, Standard - SZA7SPDK - Decal Kit - SZA7SCOM - Mirror, 12" Parabolic, Set - SZA7SWSTD - Schwarze Warranty: STANDARD- 1 Year or 1200 hours as per the Manufacturer Warranty Policy at time of purchase. - Custom Option - Cummins Engine Warranty 2 year / 2,000 Hour warranty			
2	DISCOUNT	SWS Discount	1.00	-34,352.93	-34,352.93
3	*PARTS	Factory Mechanic Training - Includes transportation and Hotel *	1.00	2,500.00	2,500.00
4	*SWSMHF	Extra Hydraulic Filter - Change at XX Hours *	1.00	0.00	0.00
5	*SWSMBPDI	Body Pre-Delivery Inspections *	1.00	1,476.00	1,476.00
6	/FLB	Freight to SWS from Schwarze Factory *	1.00	0.00	0.00
7	/FDR	Driveaway Service from SWS-S to Selah, WA *	1.00	1,800.00	1,800.00
8	TAX	Washington Motor Vehicle Sales Tax (0.3%)	1.00	1,137.60	1,137.60
9	TAX	2727-PierceCountyUnincorp.PTBA (10.1%)	1.00	38,299.31	38,299.31

PAYMENT	DETAILS	DATE	AMT

COMMENTS
Net 30

SUBTOTAL	413,553.98
DISCOUNTS	-34,352.93
TAXABLE SUBTOTAL	379,201.05
TAX	39,436.91
TOTAL	418,637.96
PAYMENTS	0.00
BALANCE DUE	418,637.96

ACCEPTANCE: _____ **DATE:** _____

PRICING IS SUBJECT TO CHANGE BASED ON CURRENT MATERIALS AND AVAILABILITY. APPLICABLE SALES TAX NOT INCLUDED UNLESS OTHERWISE NOTATED - AMOUNT BASED ON FINAL INVOICE DATE. ANY IMPLIED WARRANTY AS PER THE MANUFACTURER'S STANDARD WRITTEN WARRANTY PAYMENT DUE UPON COMPLETION OF WORK OR AS SPECIFIED ABOVE.

Due to a high level of uncertainty with regard to pricing changes from our vendors and the freight industry, the price and freight charges on this document may be adjusted prior to shipping.



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/13/2026
Agenda Number: 10H

Action Item

Title: Resolution Authorizing the Mayor to Sign Local Agency Consultant Agreement No. 25184E with HLA Engineering and Land Surveying, Inc., for Professional Services Related to the City’s First Street Resurfacing (Yakima Ave to Fremont Ave) Project

From: Ty Jones, Public Works Utility Supervisor

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$69,400.00 for HLA’s services, which will include engineering and other tasks. (The actual costs for engaging a contractor to perform the work are not yet known, will be presented later, and will be separately acted upon by the City Council.)

Funding Source: 111, Street Improvement Fund (following receipt of grant funds)

Background/Findings/Facts: The Federal Highway Administration (FHWA) awarded the City \$714,012.00 for the City’s First Street Resurfacing (Yakima Ave to Fremont Ave) Project (Project) through FHWA’s Surface Transportation Block Grant (STBG) Program. With this funding, the City desires to make certain improvements to South First Street from Yakima Avenue to Fremont Avenue.

The entity of HLA Engineering and Land Surveying, Inc. (HLA) is one of the City’s contracted engineering firms and provides professional engineering services to the City on a project-by-project basis, because the City does not directly employ any engineer(s) on its staff. HLA is willing and able to provide the necessary engineering, bidding and other services on this Project. Local Agency Consultant Agreement No. 25184E has been prepared, reflecting HLA’s expected maximum fees of \$69,400.00 combined (which fees are separated out into a few different categories).

The attached proposed Resolution will, if approved, authorize the Mayor to sign the Agreement so work can commence on this Project pending Yakima County’s final authorization. The City’s 2026 budget – via Ordinance No. 2261 – includes an appropriation of monies that will be sufficient to cover the work on this Project.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
04/23/2024	Resolution No. 3117; Resolution Authorizing the Mayor or Public Works Director to Sign and Submit a Surface Transportation Block Grant (STBG) Application, for a Roadway Resurfacing Project on First Street from Fremont Avenue to Yakima Avenue and Improvements to the Signalized Intersection at First Street and Naches Avenue
12/9/2025	Resolution No. 3267; Resolution Ratifying Signatures by the Mayor on the Local Agency Agreement and the Project Prospectus for the City's First Street Resurfacing (Yakima Ave to Fremont Ave) Project

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN LOCAL AGENCY CONSULTANT AGREEMENT NO. 25184E WITH HLA ENGINEERING AND LAND SURVEYING, INC., FOR PROFESSIONAL SERVICES RELATED TO THE CITY'S FIRST STREET RESURFACING (YAKIMA AVE TO FREMONT AVE) PROJECT

WHEREAS, the City desires – as what will be known as the City's First Street Resurfacing (Yakima Ave to Fremont Ave) Project (Project) – to make certain improvements to South First Street from Yakima Avenue to Fremont Avenue, and to also undertake related tasks and actions; and

WHEREAS, the entity of HLA Engineering and Land Surveying, Inc. (HLA) is one of the City's contracted engineering firms and provides professional engineering services to the City on a project-by-project basis pursuant to a previously-entered-into Contract for Professional Engineering Services, because the City does not directly employ any engineer(s) on its staff; and

WHEREAS, HLA is willing and able to provide the professional engineering and bidding services that are necessary for this Project; and

WHEREAS, HLA has prepared Local Agency Consultant Agreement No. 25184E, which recites HLA's scope of work and HLA's expected maximum fees of \$69,400.00 combined (which fees are separated out into a few different categories); and

WHEREAS, the terms of the Agreement are acceptable to City staff and City staff recommends that the City Council authorize the Mayor to sign it; and

WHEREAS, the City Council finds that good causes exists;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor be and is authorized to sign the Local Agency Consultant Agreement No. 25184E with HLA in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 13th day of January, 2026.

ATTEST:

Roger Bell, Mayor

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

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

Agreement Number: 25184E

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
UBI Number 60017737	Federal TIN or SSN Number 91-1237188
Execution Date	Completion Date December 31, 2028
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 First Street Resurfacing (Yakima Avenue to Fremont Avenue)	
Description of Work Design engineering services associated with planing and HMA overlaying roadway, adjusting manhole lid and valves.	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Total Amount Authorized: \$69,400 Management Reserve Fund: 0 Maximum Amount Payable: \$69,400	

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: 25184E

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:

Name: Rocky Wallace
Agency: City of Selah
Address: 115 West Naches Avenue
City: Selah State: WA Zip: 98942
Email: rocky.wallace@selahwa.gov
Phone: (509) 698-7365
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: Rocky Wallace
Agency: City of Selah
Address: 115 West Naches Avenue
City: Selah State: WA Zip: 98942
Email: rocky.wallace@selahwa.gov
Phone: (509) 698-7365
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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***Exhibit A
Scope of Work***

Project No. 25184E

SEE ATTACHED EXHIBIT A.

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HLA Engineering and Land Surveying, Inc. (HLA)

1.0 Project Management

- 1.1 Perform management of overall PROJECT delivery and PROJECT controls.
- 1.2 Plan and facilitate a PROJECT kickoff meeting to align expectations between the AGENCY and CONSULTANT.
- 1.3 Provide monthly status reports and invoices for the work performed.
- 1.4 Prepare and maintain the PROJECT schedule in conjunction with funding requirements and timelines, to be updated monthly or as otherwise requested by the AGENCY.
- 1.5 Maintain PROJECT files for AGENCY review.
- 1.6 Coordinate PROJECT reviews/approvals with controlling authorities, including the AGENCY, Yakima County serving as the Certification Acceptance (CA) agency, and the Washington State Department of Transportation.
- 1.7 Attend up to two AGENCY Council meetings to address technical aspects of the work related to scope, design, construction, and schedule.

2.0 Funding Administration

- 2.1 Assist the AGENCY in the preparation of all documentation necessary to request funding authorization for subsequent phases after the design phase, as applicable. It is assumed that design funding obligation authorization will be in place prior to the execution of this Agreement.
- 2.2 Assist the AGENCY with the preparation of documents required by the funding agency, including updated cost estimates, scope of work descriptions, and PROJECT distribution of funds.
- 2.3 Assist AGENCY with review and preparation of funding agency contract forms and documents.
- 2.4 Assist AGENCY with contract requirements of the funding agency, including progress reports.
- 2.5 Assist AGENCY with funding agency reimbursement process, preparation of payment requests/vouchers, and supporting documentation.
- 2.6 Assist AGENCY with the submittal of bid documents to the funding agency for review and approval, to authorize publication of the PROJECT advertisement for bids.
- 2.7 Assist AGENCY with the funding agency PROJECT closeout process.

3.0 Environmental Coordination and Review

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

4.0 Design Engineering

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

- 4.2 30% Plans and Estimate.
 - a. Perform field investigations necessary to design the identified improvements.
 - b. Prepare and provide 30% plans and a cost estimate of improvements for review and comment by the AGENCY.
 - c. Perform review of public and private utilities including AGENCY stormwater, domestic water, sanitary sewer, irrigation; natural gas, telecommunications, and/or fiber optic lines to determine general locations and size of facilities.
 - d. Notify private utilities of pending improvements and advise of the PROJECT schedule.
 - e. Attend meeting with the CITY to address technical aspects of the work related to the scope, design, and schedule of the PROJECT.

- 4.3 60% Plans and Estimate.
 - a. Attend a review meeting with the AGENCY to address and resolve 30% review comments and address technical aspects of the work related to the scope, design, and schedule of the PROJECT.
 - b. Prepare and provide 60% plans and a cost estimate of improvements for review and comment by the AGENCY.

- 4.4 90% Plans, Specifications, and Estimate.
 - a. Attend a review meeting with the AGENCY to address and resolve 60% review comments.
 - b. Prepare and provide 90% plans, specifications, and a cost estimate of improvements for review and comment by the AGENCY.
 - c. Perform quality assurance and quality control (QA/QC) review of all 90% documents.

- 4.5 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 to 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.

Exhibit A - Continued Scope of Work

4.6 Following is the proposed sheet list:

Plan Sheets	Comment
Cover Sheet	
Legend and General Notes	
Typical Roadway Sections	
Class 'A' Signing Plans	
Traffic Control Plans	Flagging, detours, etc.
TESC Plans	1"=40' Scale
Demolition Plans	
Pavement Marking and Signing Plan	
Curb Ramp Plans	
Details	Utility adjustments and pavement markings.

5.0 Bidding Support

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

Assumptions

1. Work does not include design for, replacement of, or relocation of existing utilities.
2. All curb ramps identified in the funding application will be reconstructed. No other ramp modifications are included as part of this project.
3. All improvements shall be accommodated within the existing public right-of-way/easements. No work will be accomplished beyond the curb lines of the roadway prism.
4. CONSULTANT will prepare one (1) complete set of plans and specifications for one bid call; additional bid packages will be billed as additional services.
5. Project is SEPA exempt per WAC 197 11 800.
6. Cultural Resource Survey (CRS) is not anticipated due to the nature of work. If a CRS is required, it will be contracted as additional services
7. The AGENCY shall provide any existing right-of-way files that are pertinent to the design. No right-of-way acquisition is planned as part of the PROJECT. No temporary construction easements (TCE's) are expected for the PROJECT. Assistance with right-of-way processes can be provided and billed as Additional Services, as directed by the AGENCY.
8. This Agreement will be supplemented for construction engineering services.

Exhibit B
DBE Participation

N/A

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

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II. Any Other Electronic Files to Be Provided

On file at CONSULTANT's office.

III. Methods to Electronically Exchange Data

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

A. Agency Software Suite

Microsoft products and/or Bluebeam Revu.

B. Electronic Messaging System

Microsoft exchange and Outlook.

C. File Transfers Format

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

Exhibit D
Prime Consultant Cost Computations

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

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EXHIBIT D

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

First Street Resurfacing - Agreement No. 25184E	
HLA Engineering and Land Surveying, Inc. 2803 River Road Yakima, WA 98902	
Job Classifications	Direct (RAW) Labor Hourly Rate NTE
Senior Principal Engineer	\$138.00
Licensed Principal Engineer	\$113.00
Licensed Principal Land Surveyor	\$115.00
Director of Engineering, Construction	\$112.00
Licensed Professional Engineer	\$90.00
Licensed Professional Land Surveyor	\$84.00
Supervisors - Construction, Planning	\$78.00
Resident Engineer (I-II)	\$71.00
Planner (I-III)	\$73.00
CAD Technician (I-II)	\$54.00
Surveyor (I-II)	\$62.00
Project Engineer (I-II)	\$61.00
Administrative (I-III)	\$62.00
Contract Administrator (I-III)	\$58.00
Engineering Technician (I-III)	\$52.00
Indirect Cost Rate (ICR) Effective July 1, 2025 to June 30, 2026	122.18
Fixed Fee Percentage on Direct (RAW) Labor and ICR	15%



Exhibit D-1
Consultant Fee Determination - Summary Sheet
 (Cost Plus Fixed Fee)
First Street Resurfacing - Agreement No. 25184E

Project Role	Principal in Charge		Project Manager													Total Labor Hours	Total Labor Dollars
	Employee Classification	Senior Principal Engineer	Licensed Principal Engineer	Licensed Principal Land Surveyor	Director of Engineering, Construction	Licensed Professional Engineer	Licensed Professional Land Surveyor	Project Engineer (I-III)	Supervisors - Construction, Planning	Contract Administrator (I-III)	Resident Engineer (I-II)	CAD Technician (I-II)	Surveyor (I-II)	Engineering Technician (I-III)	Administrative (I-III)		
Direct Labor Rate Used	\$121.00	\$99.00	\$101.00	\$98.00	\$79.00	\$73.00	\$54.00	\$62.00	\$43.00	\$62.00	\$47.00	\$54.00	\$30.00	\$49.00			
1 Project Management and Funding Administration	6	18	0	6	0	0	8	0	0	0	0	0	0	0	0	38	\$3,528.00
1.1 Project Management, Invoicing, and Controls	6	6		4												16	\$1,712.00
1.2 Plan and facilitate project kickoff meeting.		2														2	\$198.00
1.3 Provide monthly status reports and invoices		3															
1.4 Prepare and maintain project schedule.							3										
1.5 Maintain project files.							3										
1.6 Coordinate project reviews/approvals.		4		2			2										
1.7 Attend agency council meetings.		3															
2 Funding Administration	0	5	0	0	0	0	5	11	0	0	0	0	0	40	61	\$3,407.00	
2.1 Assist Agency in preparation and/or review of documentation.								1						2	3	\$160.00	
2.2 Assist the AGENCY with the preparation of documents required by the funding agency, including updated cost estimates, scope of work descriptions, and project distribution of funds.								1						3	4	\$209.00	
2.3 Assist Agency with review and preparation of funding agency contract forms and documents.								1						3	4	\$209.00	
2.4 Assist Agency with contract requirements of funding agency, including progress reports.								1						3	4	\$209.00	
2.5 Assist Agency with funding reimbursements.								3						12	15	\$774.00	
2.6 Assist Agency with submittal of bid documents.		3					3							1	7	\$508.00	
2.7 Assist with project closeout process		2					2	4								16	
3 Environmental and Cultural Review	0	4	0	0	0	0	8	0	0	0	2	0	0	0	14	\$922.00	
3.1 Prepare NEPA documentation for CE.		4					8				2				14	\$922.00	
4 Design Engineering	4	34	2	8	0	4	74	0	0	0	56	80	0	24	286	\$17,252.00	
4.1 Survey			2			4	2				4	80			92	\$5,110.00	
4.2 30% Plans & Estimate	1	8		2			16				12				39	\$2,537.00	
4.3 60% Plans & Estimate	1	8		2			16				12			8	47	\$2,929.00	
4.4 90% Plans & Estimate	1	10		2			24				16			8	61	\$3,747.00	
4.5 Final Plans & Estimate	1	8		2			16				12			8	47	\$2,929.00	
5 Bid Support	0	5	0	0	0	0	12	2	0	0	0	0	0	14	33	\$1,993.00	
5.1 Post bid documents and notify plan holders														2	2	\$98.00	
5.2 Create and maintain planholder list		1					4							2	2	\$98.00	
5.3 Address questions from prospective bidders							4								5	\$315.00	
5.4 Prepare addenda		2					4							2	8	\$512.00	
5.5 Participate in bid opening and award process		2					4	2						8	16	\$990.00	
Task Total Hours	10	66	2	14	0	4	107	13	0	0	58	80	0	78	432		
Task Total Direct Labor (DL)	\$1,210.00	\$6,534.00	\$202.00	\$1,372.00	\$0.00	\$292.00	\$5,778.00	\$806.00	\$0.00	\$0.00	\$2,726.00	\$4,320.00	\$0.00	\$3,822.00		\$27,062.00	
Indirect Cost Rate (ICR) Costs															122.18	\$33,064.35	
Fixed Fee on DL + ICR															15%	\$9,018.95	
Mileage: 400 Miles @ \$ 0.70																\$280.00	
Other Expenses: Reproduction Costs																	
Total Estimated Budget:																\$69,400.00	

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.

N/A

Agreement Number: 25184E

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G

Certification Documents

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

Agreement Number: 25184E

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: 25184E

Exhibit G-1(b) Certification of AGENCY OFFICIAL

I hereby certify that I am the:

AGENCY OFFICIAL

Other

of the CITY OF SELAH, 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: 25184E

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: 25184E

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)

N/A

Date

Agreement Number: 25184E

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: N/A

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: 25184E

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: 25184E

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

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Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will 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: 25184E

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.



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/13/2026
Agenda Number: 10I

Action Item

Title: Resolution Authorizing the Mayor to Sign a Four-Page Interlocal Agency Agreement with the City of Yakima for the Yakima-Ellensburg Commuter Service

From: Ty Jones, Public Works Supervisor

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$32,000.00

Funding Source: 115 Transit

Background/Findings/Facts: A proposed four-page Agreement (labeled Interlocal Agreement for Provisions of Yakima-Selah Commuter Service) has been presented to the City. If approved, the Agreement obligate the City of Selah to pay \$32,000.00 annually to the City of Yakima in support of the “Yakima-Ellensburg Commuter Service”. This annual amount will be an increase compared to the previous annual amount of \$16,000.00, but the increased amount is acceptable in the opinion of City staff.

The City’s adopted 2026 budget – via Ordinance No. 2261 – already includes sufficient monies that were specifically designated for this contemplated expenditure. City staff recommend that the Agreement be approved.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A FOUR-PAGE INTERLOCAL
AGENCY AGREEMENT WITH THE CITY OF YAKIMA FOR THE YAKIMA-
ELLENSBURG COMMUTER SERVICE

WHEREAS, the City of Yakima desires to enter into an Interlocal Agreement (ILA) (labeled City of Yakima and City of Selah Interlocal Agency Agreement for Provisions of Yakima-Selah Commuter Service) with the City of Selah, which will increase Selah's financial contribution for the "Yakima-Ellensburg Commuter Service" from \$16,000.00 to \$32,000.00 per year; and

WHEREAS, the City Attorney has reviewed the proposed ILA, which measures four pages; and the former Public Works Director recommended that the ILA be entered into; and

WHEREAS, the City Council finds that good cause exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the four-page ILA in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13th day of January, 2026.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

**INTERLOCAL AGREEMENT
FOR PROVISION OF YAKIMA-SELAH COMMUTER SERVICE
(City of Yakima – City of Selah)**

THIS INTERLOCAL AGREEMENT is entered into by and between the City of Yakima and City of Selah to provide for the support of the public transportation service known as the “Yakima-Ellensburg Commuter” service, which provides fixed-route commuter service to and from the Cities of Yakima, Selah, and Ellensburg.

I. RECITALS

A. City of Yakima, hereafter “Yakima,” is a municipal corporation of the State of Washington located at 129 North 2nd Street, Yakima, WA 98901.

B. City of Selah, hereafter “Selah,” is a municipal corporation of the State of Washington located at 115 W Naches Avenue, Selah, WA 98942

C. Pursuant to the provisions of Revised Code of Washington (RCW) 39.33.050, Yakima has developed and operates a public mass transportation system (“Yakima Transit”), and, therefore, has the authority to contract with any other municipal corporation or political subdivision of the State for mass public transportation services.

D. RCW Ch. 39.34, entitled “Interlocal Cooperation Act,” permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other municipalities on the basis of mutual advantage.

E. On August 1, 2023, Yakima entered into an agreement with Bellair Charters, a Washington corporation, whereby Bellair provides commuter bus service to and from the Cities of Yakima and Selah. This “Yakima-Ellensburg Commuter Service” Agreement, attached hereto as Exhibit A, provides that Bellair will provide such commuter service from September 1, 2023, through June 30, 2025, with Yakima Transit having three two-year options, all conditioned on Yakima Transit receiving Washington State grant funding in the amount equal to at least current funding levels.

F. Yakima and Ellensburg agree that the Yakima-Ellensburg commuter service benefits citizens of both cities, and that provision of such service is in the best interests of the residents of Yakima and Selah and will promote the general health, safety, and welfare.

G. Pursuant to the authority of RCW Chapter 39.34 and RCW 39.33.050, Yakima and Selah desire to enter in an interlocal agreement to provide for supportive funding during this time to enable and promote the Yakima-Ellensburg commuter service.

II. AGREEMENT

IN CONSIDERATION of the mutual covenants, conditions and mutual benefits herein, the parties agree as follows:

1. Agreement to Participate in Funding. Selah agrees to contribute Thirty-Two Thousand Dollars (\$32,000) annually toward the provision of the Yakima-Ellensburg commuter service as described and set forth in the “Yakima-Ellensburg Commuter Service” Agreement August 1, 2023 by and between Yakima and Bellair as seen in Exhibit A. Such amount shall be paid by Selah in

quarterly installment for services rendered during the previous quarter within 30 days of being invoiced.

2. Provision of Commuter Service. The continuation of the Yakima-Ellensburg Commuter service is conditioned upon Yakima's receipt of funds from all sources sufficient to pay for the cost of such service. The commuter service is currently funded in large part by grant funds administered by the Washington State Department of Transportation. Such funds are appropriated pursuant to the biennial budget adopted by the State of Washington, and Yakima desires to continue the commuter service, so long as grant funding in an amount sufficient to enable Yakima to continue such service.

3. Term of Agreement. This Agreement shall commence on January 1, 2026, and shall continue for an indefinite period unless terminated as provided in Section 5 below.

4. Termination of Agreement. This Agreement may be terminated in any of the following ways:

(a) At any time by mutual agreement of both parties.

(b) By either party delivering written notice of termination to the other party at least ninety (90) days prior to the effective date of termination.

(c) This Agreement shall automatically terminate upon cessation of the Yakima-Ellensburg Commuter.

(d) This Agreement may be terminated at any time by Yakima when Yakima determines, in its sole discretion, that funds on hand or committed are insufficient to fully fund the continuation of the commuter service. In the event Yakima determines that such funding may be insufficient to continue the service, it will provide notice of such insufficiency to Selah as soon as reasonably possible so as to enable the parties to mutually agree on the date of termination of this Agreement. If the parties cannot agree, Yakima reserves the right to terminate this Agreement at any time and will deliver written notice of such termination to Selah.

5. Effect of Termination. Upon the effective date of termination, the rights and obligations of both parties under this Agreement shall terminate; provided, however, that Selah shall remain responsible for payment of any unpaid (prorated by service day) portion of the \$32,000 annual payment earned by Yakima through the effective date of termination. Likewise, if Selah has prepaid to Yakima any portion of the \$32,000 annual payment, the portion of such payment representing prepayment for services to occur after the effective date of termination shall be refunded and remitted by Yakima to Selah.

Termination of this Agreement shall not cancel or terminate the parties' obligations to hold the other party harmless for any liability, claim, or demand arising or occurring during the term of the Agreement.

6. Nondiscrimination. In administering this Agreement, Yakima and Selah will comply with all laws regarding discrimination; and each party shall be responsible for its discriminatory acts, including the acts of its own officers, agents and employees.

7. **Independent Contractor.** The parties agree and understand that Selah's participation in this Agreement is limited solely to provision of partial funding to enable Yakima to continue to provide the commuter service through a separate agreement with a third-party contractor. Yakima retains sole responsibility and authority to administer all contracts with providers of the commuter service and with each agency providing funding for such service. Selah and Yakima are each independent contractors, and will be solely responsible for the negligent or wrongful acts of their respective employees, officers and officials, and, as such, do not provide insurance covering the acts and/or omissions of the other party, its officials, officers and/or employees. Nothing in this Agreement shall be construed to create any relationship between the parties other than independent contractors, and the officials, officers, employees, and volunteers of each party shall not be deemed for any purpose to be the officials, officers, employees or volunteers of the other party.

8. **Hold Harmless.** Each party in this contract shall be responsible for the acts and/or omissions of itself, and its officers, employees, and agents and each party agrees to hold harmless the other for the acts and/or omissions of itself, and its officers, employees, and agents. Neither party to this agreement shall be responsible for the acts and/or omissions of those not a party to this contract.

9. **Disputes.** Yakima and Selah will, prior to institution of litigation of any dispute under this agreement, seek mediation of the disputes upon selection of a mutually acceptable mediator.

10. **Governing Law – Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Washington. Venue for any action shall lie in Yakima County State of Washington, at the discretion of the party commencing such action.

11. **Administration.** This Agreement shall be jointly administered by the City Managers of each party, who delegate such administrative duties to the following individuals:

City of Yakima
Yakima Transit Manager
2301 Fruitvale Boulevard
Yakima, WA 98902

City of Selah
Dir. Public Works
115 West Naches Avenue
Selah, WA 98942

12. **Acquisition of Property and Assets.** The parties do not intend to jointly acquire or manage any property. Costs, expenses, and disbursements of each party in the performance of this Agreement shall be administered separately by each party. Acquisition of property by either party shall be in accordance with the laws and procedures applicable to such party.

13. **Posting of Agreement.** Upon execution of this Agreement, a copy thereof shall be posted or published in conformity with the provisions RCW Ch. 39.34.

14. **Records and Reports.** Reports and documents generated by Yakima for Selah pursuant to the services provided under this Agreement shall be delivered by Yakima to Selah; provided, however, Yakima shall be entitled to retain copies of such reports and documents. All such documents and reports shall be subject to disclosure pursuant to the *Public Records Act*, RCW Ch. 42.56, as applicable. Yakima records and reports documenting services rendered and billings based thereon shall be made available to Selah for inspection and copying, as appropriate, during regular business hours of Yakima or Yakima Transit, as applicable, upon request by Selah.

15. **Waiver and Amendments.** Waiver of any breach or any term or condition of this Agreement shall not waive any prior or subsequent breach. No term or condition is waived, modified or deleted except by an instrument in writing signed by both parties.

16. **Entire Agreement and Modifications.** This Agreement sets forth the entire agreement of the parties with respect to the subject matter herein. The parties may supplement the Agreement by addenda or amendments, when agreed upon by both parties in writing. The parties shall attach copies of such addenda and amendments and by reference incorporate them herein.

17. **No Third-Party Beneficiary.** Nothing in this Agreement is intended to create any rights in any entity not a party to this Agreement nor is any person or entity not named a party herein a third party beneficiary to this Agreement.

18. **No Public Official Liability.** No provision of this Agreement nor any authority granted by this Agreement is intended to create or result in any personal liability for any public official or agent of a party, nor is any provision of this Agreement to be construed to create any such liability.

WHEREFORE, this Agreement is executed and effective upon the date signed by the last party to sign below:

CITY OF YAKIMA

CITY OF SELAH

Victoria Baker, City Manager

Roger Bell, City Manager

Date: _____, 2026

Date: _____, 2026

ATTEST:

ATTEST:

City Clerk

City Clerk

Approved as to form:

Approved as to form:

City Attorney

City Attorney

**PROFESSIONAL SERVICES AGREEMENT
FOR
RFP 12321P
YAKIMA-ELLENSBURG COMMUTER SERVICES**

THIS ELLENSBURG-YAKIMA COMMUTER SERVICE CONTRACT (hereinafter "Contract") (hereinafter "Contract") is made and entered into by and between the City of Yakima, a Washington municipal corporation (hereinafter "City"), and CWA, LLC, authorized by the Washington State Utilities and Transportation Commission under an approved UTC License/Exemption to provide transportation services in the Yakima to Ellensburg Corridor (hereinafter "Contractor").

WITNESSETH: The parties, in consideration of the terms and conditions herein, do hereby covenant and agree as follows:

1. Statement of Work

The minimum services (hereinafter referred to as "Services") that the Contractor will provide include services described in RFP 12321P Yakima-Ellensburg Commuter Services, which are attached as **Exhibit A** hereto and incorporated herein by this reference.

Contractor shall provide the City with commuter bus services between the cities of Yakima and Ellensburg Monday - Friday with seven round trips during the season and six round trips during the off-season (see Attachment B - Ellensburg-Yakima Commuter Service Schedule). The drivers are expected to stop at every bus stop utilizing the time points established in the Bus Book Bus Schedule. The schedule is anticipated to change each season based on service needs, the ability to meet the time points, funding partner's needs, and other factors.

The days of operation required under this contract include every day of the weekday. Service shall not be provided on nationally recognized holidays. Service shall also be reduced when school is not in session at Central Washington University. Dates and scheduling is established in **Attachment B** and shall be adjusted throughout the year to match Central Washington's school schedule.

In order to maintain the reliability of the program, Contractor shall maintain a daily contingency plan in the event that a driver is sick or not able to drive and have additional vehicles with the appropriate capacity available in case of breakdowns, repairs, or needed maintenance.

2. Contract Term

This Agreement shall commence on August 1, 2023, and shall terminate June 30, 2025. The city may exercise an option to renew this agreement for up to two additional grant-cycle biennium (July 1, 2025 – June 30, 2027; July 1, 2027 – June 30, 2029), unless terminated earlier by either party in accordance with Section 30 of this Agreement.

Term shall be based on the grant cycle with optional 2-year extensions, for the next two grant cycles. Extensions shall be contingent upon funding. Funding for each grant cycle is determined in February or March, just before the next grant cycle starts.

August 1, 2023 – June 30, 2025 (ends the current grant cycle)

July 1, 2025 – June 30, 2027 (two years)

July 1, 2027 – June 30, 2029 (two years)

3. Compensation

A. Compensation for Services. As consideration for the services performed pursuant to this Agreement, the City agrees to compensate Contractor at the rate of \$159.86 per vehicle revenue hour for services provided. In no event shall the City pay for services that exceed hours scheduled in **Exhibit B**.

B. Payment for Compensation. Contractor shall provide the City with an itemized invoice/billing no later than thirty (30) calendar days from the end of each month. In the event of a dispute between the parties with regard to this issue, either party may pursue damages or compensation owed, and the provisions of Section 30 shall apply.

The City shall make payment to Contractor within twenty (20) calendar days upon receipt of each invoice/billing. In the event the City believes that the services provided by Contractor do not conform to its obligations under this Contract, the City may provide Notice of Default pursuant to Section 30 herein.

C. Payment in the Event of Termination. In the event that either party terminates this Agreement pursuant to Section 30, Contractor shall be compensated for services provided under this Agreement up to the effective termination date and time.

4. Price Increases

If requested by the Contractor in writing, no later than February 28th prior to the end of each biennium, the City will consider increasing the Contractor's trip rates per the Seattle-Tacoma-Bremerton Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the 24-month period of the previous two year term ending June 30 of the year of the request. The City, in its sole discretion, will decide whether to approve or deny the rate increase request or any part thereof. Price increases for any other justifiable reason will be considered on a case-by-case basis. Price increase requests will not be considered or granted until any outstanding reports have been submitted to the City. If approved, a rate increase shall take effect at the start of the next biennium.

5. Passenger Payments

A. Fares. Fares shall be charged to each individual using the service over the age of 18. The fare to be charged shall be \$5.00 for each one-way trip (\$10.00 round trip). Anyone the age of 18 and under can ride free with valid ID. No fare changes will be made unless expressly agreed to, in writing, by the City and Contractor. No passengers shall be entitled to a free trip without prior approval from the City of Yakima based on circumstances that warrants a courtesy trip.

B. Monthly Passes. Passengers may purchase a monthly pass, which shall act as payment for services provided from other established vendors. No monthly passes shall be sold on the buses or by the drivers or Contractor.

C. Service in Yakima. Passengers may use the commuter service within the Yakima Area (between the Firing Center P&R and the Yakima Airport) at a reduced fare when not headed to Ellensburg. The cost for that fare is \$1.00 for commuter services provided between the Yakima Airport and the Firing Center P&R.

D. Fares. Drivers shall collect fares using Yakima Transit fare boxes.

6. Revenue Service Vehicles

A. The Contractor shall provide ADA accessible vehicles appropriate for the service being provided that can operate adequately in the terrain and during extreme weather conditions consistent with the Yakima Valley and meet the passenger demands up to 50 passengers during the peak schedule and up to 15 passengers during the off-peak schedule (**See Attachment C**).

B. All vehicle in operation must be able to accept installation of cameras along with GIS/GPS and Wi-Fi equipment to allow for the vehicle to be tracked on the City of Yakima's GIS website. Contractor shall allow reasonable access to install, repair, or replace this type of equipment and collect related data.

C. Contractor shall maintain, secure, and utilize Yakima Transit's fare collection equipment in their vehicles. This includes not only fare boxes, but also passenger counter devices that might be installed.

7. Work Made for Hire

All work the Contractor performs under this Contract shall be considered work made for hire, and shall be the property of the City. The City shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the Contractor produces in connection with this Contract. On completion or termination of the Contract, the Contractor shall deliver these materials to the City.

8. Agency Relationship between City and Contractor

Contractor shall, at all times, be an independent Contractor and not an agent or representative of City with regard to performance of the Services. Contractor, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. Additionally, and as an independent contractor, Contractor and its employees shall make no claim of City employment nor make any claim against the City for any related employment benefits, social security, retirement benefits or benefits of any kind that are normally an incident of employment. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between Contractor or any officer, employee, or agent of Contractor and the City. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for, or on, behalf of City.

9. Prime Contractor

Contractor is the Prime Contractor hereunder. The Prime Contractor shall be the sole point of contact with regard to all contractual matters arising hereunder, including the performance of services and the payment of any and all charges resulting from its contractual obligations.

10. Delegation of Professional Services

The services provided for herein shall be performed by Contractor, and no person other than regular associates or employees of Contractor shall be engaged on such work or services. Contractor shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any services to any other person or entity without the prior written consent of the City which consent shall not be unreasonably withheld, and except for incidental transit services for unmet demand. Any such delegation or subcontracting without the City's prior written consent shall be voidable at the City's option.

No delegation of subcontracting of performance of any of the services, with or without the City's prior written consent, shall relieve Contractor of its responsibility to perform the services in accordance with this Contract. Contractor shall be fully responsible for the performance, acts and omissions of Contractor's employees, Contractor's subcontractors, and any other person who performs or furnishes any services (collectively, the "Support").

Contractor shall at all times be an independent contractor and not an agent or representative of the City with regard to performance of the services. Contractor shall not represent that it is, nor hold itself out as, an agent or representative of the City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of the City. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that the City provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law. The Contractor will have an active account with the Department of Revenue, other state agencies as needed, and a separate set of books or records that reflect all items of income and expenses of the business that the Contractor is conducting.

Contractor shall perform the services in a timely manner and in accordance with the standards of the profession. At the time of performance, Contractor shall be properly licensed, equipped, organized, and financed to perform the services in accordance with this Contract. Subject to compliance with the requirements of this Contract, Contractor shall perform the services in accordance with its own methods.

11. Removal of Subcontractor

If dissatisfied with the background, performance, and/or general methodologies of any subcontractor, the City may request in writing that the subcontractor be removed. The Contractor shall comply with this request at once and shall not employ the subcontractor for any further work/services under this Contract.

12. Personal Liability of Public Officers

No officer or employee of CITY OF YAKIMA shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of CITY OF YAKIMA.

13. Coordination of the Work

The City designates the Transit Manager or a designee as its representative authorized to act on its behalf in the direction of the work under this Agreement. Contractor designates their President or a designee as its representative authorized to act on its behalf in the direction of the work under this Agreement. This authority of the designated official does not extend to issuing directives outside the scope of, or contradictory, to the provisions of this Agreement. Said representative shall have full authority to direct all affairs in respect to the work performed under this Agreement. Any designation beyond those specifically stated herein to act on the authority of either party shall be in writing provided to the other party and revoked in the same manner.

14. Marketing

The City of Yakima shall be responsible for marketing the service. Contractor shall provide reasonable responses to the public.

15. General Compliance Assurance

The CONTRACTOR agrees to give reasonable guarantees that it and its subcontractors, lessees, and any third-party contractors under this AGREEMENT, will comply with all requirements imposed by, or pursuant to, 49 U.S.C. Ch. 53 and other applicable Federal regulations. The CONTRACTOR agrees to comply with the provisions of 49 CFR Part 18 or 49 CFR Part 19 or FAR, 48 CFR Chapter 1, subpart 31 whichever is applicable, and cost principles as defined in OMB circulars A-87 and A-122. The CONTRACTOR agrees to comply with all instructions as prescribed in WSDOT's Guide to Managing Your Public Transportation Grant, and any amendments thereto. The CONTRACTOR agrees that the United States, any agency thereof, WSDOT and any of WSDOT's representatives, have not only the right to monitor the compliance of the CONTRACTOR with the provisions of this Assurance, but also have the right to seek judicial enforcement with regard to any matter arising under Federal transit laws and regulations, and this Assurance.

16. Reporting Requirements

The monthly invoice submitted by the Contractor must be accompanied by progress reports of service rendered in performance of the contract broken down for each month detailing;

- actual vehicle miles,
- actual vehicle revenue miles,
- actual vehicle hours,
- actual vehicle revenue hours,
- unlinked passenger trips,
- passenger miles traveled

The information submitted needs to fully and accurately represent the service. Reporting shall consist of every boarding and deboarding at each stop. As an express commuter service, no stops are authorized other than the ones listed in the schedule **Attachment B-1**.

All necessary reporting must be submitted to Yakima Transit with any invoice or request for payment. Any deviation from this requirement must be specifically approved in writing by Yakima Transit's Manager in advance. Invoices will not be paid until this information has not been submitted to the City of Yakima.

17. Successors and Assigns

- A. Neither the City, nor the Contractor, shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the prior written consent of the other.
- B. The Contractor for itself, and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

18. Property Rights

All records or papers of any sort relating to the City and to the project will at all times be the property of the City and shall be surrendered to the City upon demand. All information concerning the City and said project which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Contractor will not, in whole or part, now or at any time disclose that information without the express written consent of the City.

19. Inspection and Production of Records

- A. The records relating to the Services shall, at all times, be subject to inspection by and with the approval of the City, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Contract, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the City sufficient, safe, and proper facilities, and/or send copies of the requested documents to the City. Contractor's records relating to the Services will be provided to the City upon the City's request.
- B. Contractor shall promptly furnish the City with such information and records which are related to the Services of this Contract as may be requested by the City. Until the expiration of six (6) years after final payment of the compensation payable under this Contract, or for a longer period if required by law or by the Washington Secretary of State's record retention schedule, Contractor shall retain and provide the City access to (and the City shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the Services performed by Contractor under this Contract.
- C. All records relating to Contractor's services under this Contract must be made available to the City, and the records relating to the Services are City of Yakima records. They must be produced to third parties, if required pursuant to the Washington State Public Records Act, Chapter 42.56 RCW, or by law. All records relating to Contractor's services under this Contract must be retained by Contractor for the minimum period of time required pursuant to the Washington Secretary of State's records retention schedule.
- D. The terms of this section shall survive any expiration or termination of this Contract.

20. Compliance with Law

Contractor agrees to perform all Services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise, including policies adopted by the City, as those laws, ordinances, rules, regulations, and policies now exist or may hereafter be amended or enacted. Contractor shall procure and have all applicable and necessary permits, licenses and approvals of any federal, state, and local government or governmental authority or this project, pay all charges and fees, and give all notices necessary and incidental to the due and lawful execution of the work.

Contractor shall procure and have all applicable and necessary permits, licenses and approvals of any federal, state, and local government or governmental authority or this project, pay all charges and fees, and give all notices necessary and incidental to the due and lawful execution of the work.

- A. Procurement of a City Business License. Contractor must procure a City of Yakima Business License per Chapter 5.02 Section 5.02.010 of the Yakima Municipal Code covering this type of business and shall satisfy all applicable City Code provisions and pay all charges, fees, and taxes associated with said license. Said license shall be obtained prior to the award of any contract. Inquiries as to fees, etc., should be made to the Office of Code Administration, telephone (509) 575-6121.
- B. Contractor must provide proof of a valid Washington department of Revenue state excise tax registration number, as required in Title 85 RCW.
- C. Contractor must provide proof of a valid Washington Unified Business Identification (UBI) number. Contractor must have a current UBI number and not be disqualified from bidding on any public works contract under RCW 39.06.101 or 36.12.065(3).
- D. Contractor must provide proof of a valid Washington Employment Security Department number as required by Title 50 RCW.
- E. Foreign (Non-Washington) Corporations: Although the City does not require foreign corporate proposers to qualify in the City, County or State prior to submitting a proposal, it is specifically understood and agreed that any such corporation will promptly take all necessary measures to become authorized to conduct business in the City of Yakima, at their own expense, without regard to whether such corporation is actually awarded the contract, and in the event that the award is made, prior to conducting any business in the City.

21. Federal Requirements and Changes

The Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, 2 CFR 200 Procurement Standards (Attachment A), policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA-6 dated October 1, 2001) between Yakima Transit and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. The Contractor's failure to so comply shall constitute a material breach of this Agreement.

22. Nondiscrimination Provision

During the performance of this Contract, the Contractor agrees as follows:

The Contractor shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, gender identity, pregnancy, veteran's status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.).

This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of Services under this Agreement.

In the event of the Contractor's noncompliance with the non-discrimination clause of this contract or with any such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for any future City contracts.

23. Civil Rights

The CONTRACTOR shall comply with all applicable civil rights laws, regulations and directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

A. Nondiscrimination in Federal Transit Programs. The CONTRACTOR agrees to comply, and assures compliance by each third-party contractor, lessee or other participant at any tier, with the provisions of 49 USC § 5332, which prohibits discrimination on the basis of race, color, religion, national origin, sex, disability or age, and prohibits discrimination in employment or business opportunity;

B. Nondiscrimination-Title VI of the Civil Rights Act. The CONTRACTOR agrees to comply, and assure compliance by each third-party contractor at any tier, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 USC §§ 2000d et seq.; and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act", 49 CFR Part 21. Except to the extent FTA determines otherwise in writing, the CONTRACTOR also agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, "Title VI and Title VI-Dependent Guidelines for Federal Transit Assistance Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance; and U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 CFR § 50.3, and any other applicable Federal guidance that may be issued;

C. Equal Employment Opportunity. The CONTRACTOR agrees to comply, and assures compliance by each third-party contractor, lessee or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 USC §5332, with requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 USC § 2000e et seq., and any implementing Federal regulations and any subsequent amendments thereto. Except to the extent FTA determines otherwise in writing, the CONTRACTOR also agrees to comply with any applicable Federal EEO directives that may be issued. Accordingly:

- 1) The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, age, national origin, or any other group protected under federal or state laws. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall also comply with any implementing requirements FTA may issue.
- 2) If the CONTRACTOR is required to submit and obtain Federal Government approval of its EEO program, that EEO program approved by the Federal Government is incorporated by reference and made part of this AGREEMENT. Failure by the CONTRACTOR to carry out the terms of that EEO program shall be treated as a violation of this AGREEMENT. Upon notification to the CONTRACTOR of its failure to carry out the approved EEO program, the Federal Government may impose such remedies, as it considers appropriate, including termination of federal financial assistance, or other measures that may affect the CONTRACTOR's eligibility to obtain future federal financial assistance for transportation projects.

D. Nondiscrimination on the Basis of Sex. The CONTRACTOR agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 USC §§ 1681 et seq. and with any implementing Federal regulations that prohibit discrimination on the basis of sex that may be applicable.

E. Nondiscrimination on the basis of Age. The CONTRACTOR agrees to comply with applicable requirements of:

- 1) The Age Discrimination Act of 1975, as amended, 42 USC §§ 6101 et seq., and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs

and Activities Receiving Federal Financial Assistance", 45 CFR Part 90, which prohibits discrimination on the basis of age.

- 2) The Age Discrimination in Employment Act (ADEA) 29 USC §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act" 29 CFR Part 1625.

F. Disabilities-Employment. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

G. Disabilities-Access. The CONTRACTOR agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, which prohibit discrimination on the basis of handicap; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC §§ 12101 et seq., which requires the provision of accessible facilities and services to be made available to persons with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 USC §§ 4151 et seq, which requires that buildings and public accommodations be accessible to persons with disabilities and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are the following: U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27; Joint U.S. Architectural and Transportation Barriers Compliance Board U.S. DOT regulations; "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36; U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19; U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630; U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Custom Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; U.S. Architectural and Transportation Barriers Compliance Board (ATBCB) regulations, "Electronic and Information Technology Accessibility Standards" 36 CFR Part 1194; FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609; and Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

H. Drug or Alcohol Abuse. Confidentiality and Other Civil Rights Protections. The CONTRACTOR agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended 21 USC §§ 1101 et seq.; with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended; 42 USC §§ 4541 et seq.; and comply with the Public Health Service Act of 1912, as amended, 42 USC §§ 290dd through 290dd-2, and any amendments to these laws. The CONTRACTOR understands the requirements of confidentiality concerning persons covered and/or receiving services and/or treatment regarding alcohol and drug abuse, as defined in the aforementioned acts as applicable, including any civil and criminal penalties for not complying with the requirements of confidentiality and that failure to comply with such requirements may result in termination of this AGREEMENT.

I. Access to Services for Persons with Limited English Proficiency. The CONTRACTOR agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 USC § 2000d-1 note, and with provisions of U.S. DOT Notice "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005.

J. Environmental Justice. The CONTRACTOR agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority populations and Low-Income Populations", 42 USC § 4321 note; and DOT Order 5610.2, "Department of Transportation Actions to address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377 et seq., April 15, 1997, and The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, except to the extent that the Federal Government determines otherwise in writing.

K. Other Nondiscrimination Statutes. The CONTRACTOR agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination and other nondiscrimination statute(s) that may apply to the Project including chapter 49.60 RCW.

24. Participation of Disadvantaged Business Enterprises

To the extent applicable, the CONTRACTOR shall take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project:

A. The CONTRACTOR agrees to comply with section 1101(b) of MAP-21, 23 USC §101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26; and Federal transit law, specifically 49 USC § 5332.

B. The CONTRACTOR agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third-party contract, or sub-agreement supported with federal assistance derived from the U.S. DOT or in the administration of its DBE program or the requirements of 49 CFR Part 26. The CONTRACTOR agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all third-party contracts and sub-agreements supported with federal assistance derived from the U.S. DOT. The CONTRACTOR's DBE program, as required by 49 CFR Part 26 and approved by the U.S. DOT, is incorporated by reference and made part of this AGREEMENT. Implementation of the DBE program is a legal obligation, and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the CONTRACTOR of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001, and/or the Program Fraud Civil Remedies Act, 31 USC §§ 3801 et seq.

25. Pay Transparency Nondiscrimination Provision

The Contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

26. Indemnification and Hold Harmless

A. Contractor shall take all necessary precautions in performing the Services to prevent injury to persons or property. The Contractor agrees to release, indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from all liabilities, losses, damages, and expenses related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with this Agreement or the acts, failures to act, errors or omissions of the Contractor, or any Contractor's agent or subcontractor, in performance of this Agreement.

B. **Industrial Insurance Act Waiver.** It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. Contractor shall require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement, comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought by their respective employees. The Parties acknowledge that they have mutually negotiated this waiver.

C. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, the Contractor's liability, including the duty and cost to defend, shall be only to the extent of the Contractor's negligence.

D. Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.

E. The terms of this Section shall survive any expiration or termination of this Contract.

27. Contractor's Liability Insurance

At all times during performance of the Services and this Contract, Contractor shall secure and maintain in effect insurance to protect the City and Contractor from and against any and all claims, damages, losses, and expenses arising out of or resulting from the performance of this Contract. Contractor shall provide and maintain in force insurance in limits no less than that stated below, as applicable. The City reserves the right to require higher limits should it deem it necessary in the best interest of the public.

Contractor shall provide a Certificate of Insurance to the City as evidence of coverage for each of the policies and outlined herein. A copy of the additional insured endorsement attached to the policy shall be included with the certificate. This Certificate of insurance shall be provided to the City, prior to commencement of work.

Failure of City to demand such verification of coverage with these insurance requirements or failure of City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The following insurance is required. These limits can be satisfied with any combination of underlying limits and umbrella:

A. **Commercial Liability Insurance:** Before this Contract is fully executed by the parties, Contractor shall provide the City with a certificate of insurance and additional insured endorsements as proof of commercial liability insurance with a minimum liability limit of Ten Million Dollars (10,000,000.00) per occurrence, combined single limit bodily injury and property damage, and Ten Million Dollars (10,000,000.00) general aggregate. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate

of Insurance and Endorsements and the City, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The certificate of insurance and additional insured endorsements shall name the City of Yakima, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as City of Yakima's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

B. **Automobile Liability Insurance:** Before this Contract is fully executed by the parties, Contractor shall provide the City with a certificate of insurance as proof of automobile liability insurance with a minimum liability limit of Ten Million Dollars (10,000,000.00) per occurrence. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The certificate of insurance and additional insured endorsements shall name the City of Yakima, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as City of Yakima's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract. The business auto liability shall include Hired and Non-Owned coverage if necessary.

C. **Employer's Liability (Stop Gap):** Contractor and all subcontractor(s) shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable, and shall maintain Employer's Liability insurance with a limit of no less than \$1,000,000.00. The City shall not be held responsible in any way for claims filed by Contractor or its employees for services performed under the terms of this Contract. Contractor agrees to assume full liability for all claims arising from this Contract including claims resulting from negligent acts of all subcontractor(s). Contractor is responsible to ensure subcontractor(s) have insurance as needed. Failure of subcontractors(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

D. **Workers Compensation:** The contractor shall also maintain workers compensation through the State of Washington.

Contractor's insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this Contract. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and neither the City nor its insurance providers shall contribute to any settlements, defense costs, or other payments made by Contractor's insurance. All additional insured endorsements required by this Section shall include an explicit waiver of subrogation.

If at any time during the life of the Contract, or any extension, Contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the Contract.

28. Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Contract are declared severable.

29. Contract Documents

This Contract, the Request for Qualifications & Proposals No. 12312P and Yakima-Ellensburg Commuter Services Scope of Work, including conditions, addenda, attachments, and modifications and Contractor's proposal (to the extent consistent with Yakima City documents) constitute the Contract Documents and are complementary. In case of conflict or ambiguity, the documents shall have the following priority for the purpose of interpreting the terms, covenants, conditions, or duties therein: Specific Federal and State laws and the terms of this Contract, in that order respectively, supersede other inconsistent provisions. The parties acknowledge that there are no other representations, agreements, or conditions not specifically referred to or set forth in the foregoing documents which are a part of this Agreement. These Contract Documents are on file in the Office of the Purchasing Manager, 129 No. 2nd St., Yakima, WA, 98901, and are hereby incorporated by reference into this Contract.

30. Termination

A. Termination for Convenience

CITY OF YAKIMA and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the federal and/or state financial assistance provided herein, with 90 days written notice to the other PARTY in accordance with 49 CFR Part 18 § 18.44 or 49 CFR Part 19 § 19.61, as applicable. CITY OF YAKIMA and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination, the portion to be terminated. However, if, in the case of partial termination, CITY OF YAKIMA determines that the remaining portion of the award will not accomplish the purposes for which the award was made CITY OF YAKIMA may terminate the award in its entirety. CITY OF YAKIMA and/or the CONTRACTOR may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

- 1) The requisite federal and/or state funding becomes unavailable through failure of appropriation or otherwise;
- 2) CITY OF YAKIMA determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of federal and/or state funds;
- 3) The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
- 4) The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR;
- 5) The Federal Government and/or State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of federal and/or state financial assistance for the Project;

- 6) The Federal Government terminates this AGREEMENT due to a determination that the CONTRACTOR has: (a) willfully misused Federal assistance Funds by failing to make adequate progress on the Project, (b) failed to make reasonable and appropriate use of the Project real property, facilities, or equipment, or (c) failed to comply with the terms of this AGREEMENT. In the event of a termination under this subsection, and the Federal Government exercises its right to require CITY OF YAKIMA to refund any or all of the Federal Funds provided for the Project, the CONTRACTOR shall return all monies reimbursed to it by CITY OF YAKIMA, in the amount required by the Federal Government, within sixty (60) days of its receipt of a certified letter from CITY OF YAKIMA; or,
- 7) In the case of termination for convenience under subsections A.1 through A.5 above, CITY OF YAKIMA shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT which the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to CITY OF YAKIMA. If the CONTRACTOR has any property in its possession belonging to CITY OF YAKIMA, the CONTRACTOR will account for the same, and dispose of it in the manner CITY OF YAKIMA directs.

B. Termination for Cause

CITY OF YAKIMA may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the federal financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

- 1) Takes any action pertaining to this AGREEMENT without the approval of CITY OF YAKIMA, which under the procedures of this AGREEMENT would have required the approval of CITY OF YAKIMA;
- 2) Jeopardizes its ability to perform pursuant to the AGREEMENT, Federal, Washington, or local governmental laws under which the CONTRACTOR operates.
- 3) Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or
- 4) Fails to perform in the manner called for in this AGREEMENT or fails to comply with, or is in violation of, any provision of this AGREEMENT. CITY OF YAKIMA shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by CITY OF YAKIMA that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, CITY OF YAKIMA may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

C. CITY OF YAKIMA, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by CITY OF YAKIMA, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to CITY OF YAKIMA's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, CITY OF YAKIMA shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude CITY OF YAKIMA from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

D. In the event that CITY OF YAKIMA elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver by CITY OF YAKIMA shall not limit CITY OF YAKIMA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

31. Dispute Resolution

In the event that any dispute shall arise as to the interpretation of this agreement, or in the event of a notice of default as to whether such default does constitute a breach of the contract, and if the parties hereto cannot mutually settle such differences, then the parties shall first pursue mediation as a means to resolve the dispute. If the afore mentioned methods are either not successful then any dispute relating to this Agreement shall be decided in the courts of Yakima County, in accordance with the laws of Washington. If both parties consent in writing, other available means of dispute resolution may be implemented.

32. Substitution

The Contractor shall not substitute or deviate from said specifications of this Contract without a written amendment, signed by the City Manager, or pursuant to Section 72 below entitled "Change or Notice". Any violation of this procedure by the Contractor will be considered cause for immediate cancellation of the Contract for cause by the City.

33. Contractor Shall Furnish

Except as otherwise specifically provided in this Contract, Contractor shall furnish the following, all as the same may be required to perform and provide the services in accordance with the terms of this Contract: personnel, labor, products and supervision; and technical, professional and other services. All such services, products, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by Contractor under this Contract are sometime collectively referred to in this Contract as the "(Services)."

34. Complementary Provisions

All provisions of this Contract are intended to be complementary, and any services required by one and not mentioned in another shall be performed to the same extent as though required by all. Details of the services that are not necessary to carry out the intent of this Contract, but that are not expressly required, shall be performed or furnished by Contractor as part of the services, without any increase in the compensation otherwise payable under this Contract.

35. Invoices

The City will use its best efforts to pay each of Contractor's invoices within thirty (30) days after the City's receipt and verification thereof; provided, however, that all such payments are expressly conditioned upon Contractor providing services hereunder that are satisfactory to the City. The City will notify the Contractor promptly if any problems are noted with the invoice. To insure prompt payment, each invoice should cite purchase order number, RFQP number, detailed description of work, unit and total price, discount term and include the Contractor's name and return remittance address.

Contractor will mail invoices to the City at the following address:

City of Yakima
Attn: Gregory Story, Transit Assistant Manager
2301 Fruitvale Boulevard
Yakima, WA 98902

36. Taxes and Assessments

Contractor shall be solely responsible for compensating its employees and shall pay all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury insurance, and other deductions from income which may be required by law or assessed against

either party as a result of this Contract. In the event the City is assessed a tax or assessment as a result of this Contract, Contractor shall pay the same before it becomes due.

37. Contractor Tax Delinquency

Contractors who have a delinquent Washington tax liability may have their payments offset by the State of Washington.

38. Inspection: Examination of Records

The Contractor agrees to furnish the City with reasonable periodic reports and documents as it may request and in such form as the City requires pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith, and any other matter are to be covered by this Agreement.

The records relating to the services shall, at all times, be subject to inspection by and with the approval of the City, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the services in accordance with this Contract, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the City sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

39. Recordkeeping and Record Retention

The Contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The City shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this proposal held by the Contractor. The Contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

40. Accounting Records

A. Project Accounts. The CONTRACTOR agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project, in accordance with applicable federal regulations and other requirements that FTA may impose. The CONTRACTOR agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and available to CITY OF YAKIMA and FTA upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

B. Funds Received or Made Available for the Project. The CONTRACTOR agrees to deposit in a financial institution, all Project payments it receives from the Federal Government and record in the Project Account all amounts provided by the Federal Government in support of this Grant AGREEMENT or Cooperative AGREEMENT and all other funds provided for, accruing to, or otherwise received on account of the Project (Project funds) in accordance with applicable Federal regulations and other requirements FTA may impose. Use of financial institutions owned at least 50 percent by minority group members is encouraged.

C. Documentation of Project Costs. The CONTRACTOR agrees to support all allowable costs charged to the Project, including any approved services contributed by the CONTRACTOR or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges.

D. Checks, Orders, and Vouchers. The CONTRACTOR agrees to refrain from drawing checks, drafts, or orders for goods or services to be charged against the Project Account until it has received and filed a properly signed voucher describing in proper detail the purpose for the expenditure.

41. Audit, Inspections and Retention of Records

A. Submission of Proceedings, Contracts, Agreements, and Other Documents. During the course of the Project and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials, both paper and electronic, relating to the Project as CITY OF YAKIMA may require. Reporting and record-keeping requirements are set forth in 49 CFR Part 18 or 19, whichever is applicable. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the CONTRACTOR's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

B. General Audit Requirements. The CONTRACTOR agrees to perform the financial and compliance audits required by the Single Audit Act Amendments of 1996, 31 USC §§ 7501 et seq. As provided by 49 CFR § 18.26 or 19.26, whichever is applicable, these audits must comply with OMB Circular A-133, Revised, "Audits of States, Local Governments, and Non-Profit Organizations," and the latest applicable OMB A-133 Compliance Supplement provisions for the U.S. DOT, and any further revision or supplement thereto. The CONTRACTOR agrees that audits will be carried out in accordance with U.S. General Accounting Office "Government Auditing Standards." The CONTRACTOR agrees to obtain any other audits required by the Federal Government or CITY OF YAKIMA. Project closeout will not alter the CONTRACTOR's audit responsibilities.

C. Inspection. The CONTRACTOR agrees to permit CITY OF YAKIMA, the State Auditor, the United States Department of Transportation, and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work materials, payrolls, and other data and records, and to audit the books, records, and accounts of the CONTRACTOR and its subcontractors pertaining to the Project. The CONTRACTOR agrees to require each third-party contractor whose contract award is not based on competitive bidding procedures as defined by the United States Department of Transportation to permit CITY OF YAKIMA, the State Auditor, the United States Department of Transportation, and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third-party contract, and to audit the books, records, and accounts involving that third-party contract as it affects the Project as required by 49 USC § 5325(g).

42. Confidential, Proprietary and Personally Identifiable Information

Contractor shall not use Confidential, Proprietary or Personally Identifiable Information of City for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations there under. Contractor shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents ("Representatives") who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.

Contractor shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

Contractor shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by Contractor on any reproduction, modification, or translation of such Confidential Information. If requested by the City in writing, Contractor shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the City, as directed.

Contractor shall maintain all Confidential Information as confidential for a period of three (3) years from the date of termination of this Contract, and shall return or destroy said Confidential Information as directed by the City in writing.

Contractor may disclose Confidential Information in connection with a judicial or administrative proceeding to the extent such disclosure is required under law or a court order, provided that the City shall be given prompt written notice of such proceeding if giving such notice is legally permissible.

43. Procurement

The CONTRACTOR shall make purchases of any incidental goods or supplies essential to this AGREEMENT through procurement procedures approved in advance by CITY OF YAKIMA and consistent with the following provisions:

A. General Procurement Requirements. The CONTRACTOR shall comply with third-party procurement requirements of 49 U.S.C. Ch. 53 and other applicable Federal laws in effect now or as subsequently enacted; with the United States Department of Transportation (U.S. DOT) third-party procurement regulations of 49 CFR § 18.36 or 49 CFR § 19.40 through 19.48 and other applicable Federal regulations pertaining to third-party procurements and subsequent amendments thereto. The CONTRACTOR shall also comply with the provisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," November 1, 2008, and any later revision thereto, except to the extent FTA determines otherwise in writing, which by this reference are incorporated herein; and any reference therein to "Grantee" shall mean CONTRACTOR.

B. Full and Open Competition. In accordance with 49 USC § 5325(a), the CONTRACTOR agrees to conduct all procurement transactions in a manner that provides full and open competition as determined by FTA.

C. Preference for United States Products and Services. To the extent applicable, the CONTRACTOR agrees to comply with the following U.S. preference requirements:

- 2) Buy America. The CONTRACTOR agrees to comply with 49 USC § 5323(j), with FTA regulations, "Buy America Requirements," 49 CFR Part 661, and any later amendments thereto.
- 3) Cargo Preference—Use of United States-Flag Vessels. The CONTRACTOR agrees to comply with 46 USC § 55305 and U.S. Maritime Administration regulations, "Cargo Preference—U.S.-Flag Vessels," 46 CFR Part 381, to the extent those regulations apply to the Project.
- 4) Fly America. The CONTRACTOR understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 USC § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 CFR §§ 301-10.131 through 301-10.143.

D. Preference for Recycled Products. To the extent applicable, The CONTRACTOR agrees to comply with U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials", 40 CFR Part 247, which implements section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 USC § 6962. Accordingly, the CONTRACTOR agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

E. Geographic Restrictions. The CONTRACTOR agrees to not use any state or local geographic preference, except those expressly mandated or encouraged by federal statute or as permitted by FTA.

F. Government Orders. In case any lawful government authority shall make any order with respect to the Project or Project Equipment, or any part thereof, or the PARTIES hereto or either PARTY, the CONTRACTOR shall cooperate with CITY OF YAKIMA in carrying out such order and will arrange its operation and business so as to enable CITY OF YAKIMA to comply with the terms of the order.

44. Ethics

A. Code of Ethics. The CONTRACTOR agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts, subagreements, leases, third-party contracts, or other arrangements supported by federal assistance. The code or standards shall provide that the CONTRACTOR's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subcontractor, lessee, sub-recipient, or participant at any tier of the Project, or agent thereof. The CONTRACTOR may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. These codes or standards shall prohibit the CONTRACTOR's officers, employees, board members, or agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, such code or standards shall include penalties, sanctions, or other disciplinary actions for violations by the CONTRACTOR's officers, employees, board members, or agents, or by subcontractors, lessees, sub-recipients, other participants, or their agents. The CONTRACTOR must fully comply with all the requirements and obligations of chapter 42.52 RCW that govern ethics in state and local governments.

- 1) Personal Conflict of Interest. The CONTRACTOR's code or standards shall prohibit the CONTRACTOR's employees, officers, board members, or agents from participating in the selection, award, or administration of a contract supported by Federal Funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the PARTIES set forth below has a financial or other interest in the firm or entity selected for award:
 - a) The employee, officer, board member, or agent;
 - b) Any member of his or her immediate family;
 - c) His or her partner; or
 - d) An organization that employs, or is about to employ, any of the above.
- 2) Organizational Conflict of Interest. The CONTRACTOR's code or standard of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract, subagreement, lease, or other arrangement at any tier may, without some restrictions on future activities, result in an unfair competitive advantage to the subrecipient, lessee, third-party contractor, or other participant at any tier of the Project or impair its objectivity in performing the work under this AGREEMENT.

C. Debarment and Suspension. The CONTRACTOR agrees to comply, and assures the compliance of each sub-recipient, lessee, third-party contractor, or other participant at any tier of the project, with the requirements of Executive Orders Numbers 12549 and 12689, "Debarment and Suspension," 31 USC § 6101 note, and U.S. DOT regulations, "Non-procurement Suspension and Debarment" 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. The CONTRACTOR agrees to, and assures that its subrecipients, lessees, third-party contractors, and other participants at any tier of the Project will, search the Excluded Parties Listing System records at www.sam.gov

before entering into any third subagreement, lease, third-party contract, or other arrangement in connection with the Project, and will include a similar term or condition in each of its lower-tier covered transactions.

D. Bonus or Commission. The CONTRACTOR affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its application for federal financial assistance for this Project.

E. Relationships with Employees and Officers of CITY OF YAKIMA. The CONTRACTOR shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of CITY OF YAKIMA, nor shall the CONTRACTOR rent or purchase any equipment and materials from any employee or officer of CITY OF YAKIMA.

F. Restrictions on Lobbying. The CONTRACTOR agrees to:

- 1) Comply with 31 USC § 1352(a) and will not use Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant AGREEMENT or Cooperative Agreement; and
- 2) Comply, and assure compliance by each subcontractor at any tier, each lessee at any tier and each sub-recipient at any tier, with applicable requirements of U.S. DOT regulations, "New Restriction on Lobbying," 49 CFR Part 20, modified as necessary by 31 USC § 1352; and
- 3) Comply with federal statutory provisions to the extent applicable prohibiting the use of Federal assistance Funds for activities designed to influence Congress or a state legislature on legislation or appropriations, except through proper, official channels.

G. Employee Political Activity. To the extent applicable, the CONTRACTOR agrees to comply with the provisions of the Hatch Act, 5 USC §§ 1501 through 1508, and §§ 7324 through 7326, and Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 CFR Part 151. The Hatch Act limits the political activities of state and local agencies and their officers and employees, whose principal employment activities are financed in whole or in part with Federal Funds including a loan, grant, or cooperative agreement. Nevertheless, in accordance with 49 USC § 5307 (k)(2)(B) and 23 USC § 142(g), the Hatch Act does not apply to a non-supervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving assistance pursuant to MAP-21 or SAFETEA-LU provisions and/or receiving FTA assistance to whom the Hatch Act does not otherwise apply.

H. False or Fraudulent Statements or Claims. The CONTRACTOR acknowledges and agrees that:

- 1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with the Project. Accordingly, by executing this AGREEMENT, the CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project covered by this AGREEMENT. In addition to other penalties that may apply, the CONTRACTOR also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the CONTRACTOR to the extent the Federal Government deems appropriate.
- 2) Criminal Fraud. If the CONTRACTOR makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement in connection with this Project authorized under 49 USC Chapter 53 or any other federal law, the Federal Government

reserves the right to impose on the CONTRACTOR the penalties of 49 USC §5323(1), 18 USC § 1001 or other applicable Federal law to the extent the Federal Government deems appropriate.

I. Trafficking in Persons. To the extent applicable, the CONTRACTOR agrees to comply with, and assures the compliance of each subrecipient with, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 USC § 7104(g), and the provisions of this Subsection 3.g of FTA Master Agreement (19) dated October 1, 2012, which by this reference is incorporated herein as if fully set out in this AGREEMENT, and any amendments thereto, which is accessible at <http://www.fta.dot.gov/documents/19-Master.pdf> consistent with U.S. OMB guidance, "Trafficking in Persons: Grants and Cooperative Agreements," 2 CFR Part 175.

45. Labor Provisions

A. Contract Work Hours and Safety Standards Act. The CONTRACTOR shall comply with, and shall require the compliance by each subcontractor at any tier, any applicable employee protection requirements for non-construction employees as defined by the Contract Work Hours and Safety Standards Act, as amended, 40 USC § 3701 et seq., and specifically, the wage and hour requirements of section 102 of that Act at 40 USC § 3702 and USDOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)" at 29 CFR Part 5; and the safety requirements of section 107 of that Act at 40 USC § 3704, and implementing U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 CFR Part 1926.

B. Fair Labor Standards Act. The CONTRACTOR agrees that the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended, 29 USC §§ 201 et seq., apply to employees performing work involving commerce, and apply to any local government employees that are public transit authority employees. The CONTRACTOR shall comply with the Fair Labor Standards Act's minimum wage and overtime requirements for employees performing work in connection with the Project.

C. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such work week.

D. Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of six (6) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act, Public Law 88-349 as amended by 40 USC §§ 3141 et seq., and pursuant to 49 USC §5333(a) et seq., daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, Public Law 88-349, as amended by 40 USC § 3141 et seq. and pursuant to 49 USC § 5333(a), the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTOR's employing apprentices or trainees

under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

E. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (C) of this section.

F. Withholding for unpaid wages and liquidated damages. The CONTRACTOR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (E) of this section.

G. Public Transportation Employee Protective Agreement. To the extent required by Federal Law, the CONTRACTOR agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 USC § 5333 (b), in accordance with the USDOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215 and any amendments thereto. These terms and conditions are identified in USDOL's certification of public transportation employee protective arrangements to FTA. The CONTRACTOR agrees to implement the Project in accordance with the conditions stated in that USDOL certification, which certification and any documents cited therein are incorporated by reference and made part of this AGREEMENT. The CONTRACTOR also agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program that is most current as of the date of execution of this AGREEMENT and any alternative comparable arrangements specified by USDOL for application to the Project, in accordance with USDOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215, and any revision thereto.

46. Planning and Private Enterprise

FTA Requirements. The CONTRACTOR agrees to implement the Project in a manner consistent with the plans developed in compliance with the applicable planning and private enterprise provisions of 49 USC §§ 5303, 5304, 5306, and 5323(a)(l); joint Federal Highway Administration (FHWA)/ FTA regulations, "Statewide Transportation Planning: Metropolitan Transportation Planning," 23 CFR Part 450 and 49 CFR Part 613; and any amendments thereto, and with FTA regulations, "Major Capital Investment Projects," 49 CFR Part 611, to the extent that these regulations are consistent with the SAFETEA-LU amendments to the public transportation planning and private enterprise laws, and when promulgated, any subsequent amendments to those regulations or the MAP-21 amendments, whichever is applicable according to the funding in this agreement. To the extent feasible, the CONTRACTOR agrees to comply with the provisions of 49 USC § 5323(k), which afford governmental agencies and non-profit organizations that receive Federal assistance for non-emergency transportation from Federal Government sources (other than U.S. DOT) an opportunity to be included in the design, coordination, and planning of transportation services. During the implementation of the Project, the CONTRACTOR agrees to take into consideration the recommendations of Executive

Order No. 12803, "Infrastructure Privatization," 31 USC § 501 note, and Executive Order No 12893, "Principles for Federal Infrastructure Investments," 31 USC § 501 note.

47. Charter Service Operations

The CONTRACTOR agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 USC chapter 53 or under 23 USC §§ 133 or 142, will engage in charter service operations without first notifying its CITY OF YAKIMA project manager in writing of its intent, and learning the reporting requirements, exceptions, exemptions, and potential violations related to the specific funding source(s) of the subject AGREEMENT. Subsequent to coordination with CITY OF YAKIMA, CONTRACTOR agrees that it shall not engage in charter service operations, except as authorized by 49 USC § 5323(d) and FTA regulations, "Charter Service," 49 CFR Part 604, and any Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. The Charter Service Agreement the CONTRACTOR has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. If the CONTRACTOR has failed to select the Charter Service Agreement in its latest annual Certifications and Assurances to FTA and does conduct charter service operations prohibited by FTA's Charter Service regulations, the CONTRACTOR understands and agrees that: (1) the requirements of FTA's Charter Service regulations and any amendments thereto will apply to any charter service it or its subrecipients, lessees, third-party contractors, or other participants in the Project provide; (2) the definitions of FTA's Charter Service regulations will apply to the CONTRACTOR's charter operations, and (3) a pattern of violations of FTA's Charter Service regulations may require corrective measures and imposition of remedies, including barring the CONTRACTOR, subrecipient, lessee, third-party contractor, or other participant in the Project operating public transportation under the Project from receiving Federal financial assistance from FTA, or withholding an amount of Federal assistance as set forth in Appendix D to FTA's Charter Service regulations.

48. School Bus Operations

The CONTRACTOR agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 USC chapter 53 or under 23 USC §§ 133 or 142, will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 USC §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 CFR Part 605 to the extent consistent with 49 USC §§ 5323(f) or (g), in accordance with any School Transportation Operations regulations or FTA directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing. The School Transportation Operations Agreement the CONTRACTOR has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. If the CONTRACTOR has failed to select the School Transportation Agreement in its latest annual Certifications and Assurances to FTA and does conduct school transportation operations prohibited by FTA's School Bus Operations regulations, 49 CFR Part 605, to the extent those regulations are consistent with 49 USC §§ 5323(f) or (g), the CONTRACTOR understands and agrees that: (1) the requirements of FTA's School Bus Operations regulations, 49 CFR Part 605, to the extent consistent with 49 USC §§ 5323(f) or (g), will apply to any school transportation service it or its subrecipients, lessees, third-party contractors, or other participants in the project provide, (2) the definitions of FTA's School Bus Operations regulations will apply to the CONTRACTOR's school transportation operations, and (3) if there is a violation of FTA's School Bus Operations regulations to the extent consistent with 49 USC §§ 5323(f) or (g), FTA will bar the CONTRACTOR, subrecipient, lessee, third-party contractor, or other Project participant operating public transportation that has violated FTA's School Bus Operations regulations, 49 CFR Part 605, to the extent consistent with 49 USC §§ 5323(f) or (g), from receiving FTA assistance in an amount FTA considers appropriate.

49. Substance Abuse

- A. Drug and Alcohol Testing. If receiving FTA 5309 and/or FTA 5311 funding, CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce

any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the U.S. DOT or its operating administrations and CITY OF YAKIMA to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The CONTRACTOR agrees further to submit annually the Management Information System (MIS) reports to CITY OF YAKIMA each year during the term identified in the caption space header above titled "the Term of Project."

B. Drug-free Workplace. To the extent applicable, the CONTRACTOR agrees to comply with the Federal regulations and guidance related to the Drug Free Workplace Act of 1988, 41 USC § 8103 et seq., and any amendments thereto, 2 CFR Part 182, and 49 CFR Part 32, and to FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655 and 49 USC § 5331.

C. Privacy Act. The CONTRACTOR agrees to comply with the confidentiality and other civil rights provisions pertaining to substance abuse contained in the Civil Rights clause of this AGREEMENT.

50. Federal "\$1 Coin" Requirements

To the extent required by the Federal Government, the CONTRACTOR agrees to comply with the provisions of section 104 of the Presidential \$1 Coin Act of 2005, 31 USC § 5112(p), so that the CONTRACTOR's equipment and facilities requiring the use of coins or currency will be fully capable of accepting and dispensing \$1 coins in the connection with that use. The CONTRACTOR also agrees to display signs and notices denoting the capability of its equipment and facilities on its premises where coins or currency are accepted or dispensed, including on each vending machine. Yakima Transit provides the fare box.

51. Safe Operation of Motor Vehicles

As applicable, CONTRACTOR is encouraged to comply with the following provisions:

A. Executive Order No. 13043, "Increasing Seat Belt Use in the United States," 23 USC § 402 note. CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for personnel that operate company-owned vehicles.

B. Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 USC § 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009. CONTRACTOR is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving. CONTRACTOR is also encouraged to conduct workplace safety initiatives in a manner commensurate with its size.

52. Energy Conservation and Environmental Requirements

A. Energy Conservation. The CONTRACTOR shall comply with the **mandatory** standards and policies relating to energy efficiency standards and policies within the Washington State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 et seq., and any amendments thereto.

B. Environmental Protection. The CONTRACTOR agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended (NEPA), 42 USC §§ 4321 through 4335; Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 USC § 4321 note; FTA statutory requirements at 49 USC § 5324(b); U.S. Council on Environmental Quality regulations imposing requirements for compliance with the National Environmental Policy Act of 1969, as amended, 40 CFR Part 1500 through 1508; joint Federal Highway Administration (FHWA)/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622, and subsequent Federal environmental protection regulations that may be promulgated. The CONTRACTOR agrees to comply with 23 USC §§ 139 and 326 as applicable, and implement those requirements in accordance with

the provisions of joint FHWA/FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 et seq., November 15, 2006, and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

C. Clean Water. The recipient agrees to comply with all applicable Federal laws and regulations and follow Federal directives implementing the Clean Water Act, as amended, 33 USC §§ 1251 through 1377, 42 USC §§ 300f through 300j-6, and 42 USC § 7606, including any revisions thereto. In the event that the Federal Funds identified in the caption space header of this AGREEMENT entitled "Project Cost", exceed \$100,000, the CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 USC § 1368, and other applicable requirements of the Clean Water Act.

D. Clean Air. The recipient agrees to comply with all applicable Federal laws and regulations and follow Federal directives implementing the Clean Air Act, as amended, 42 USC §§ 7401 through 7671q and 40 CFR parts 85, 86, 93 and 600, and any revisions thereto. In the event that the federal share, identified in "Project Cost" of this AGREEMENT exceeds \$100,000, the CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to Section 306 of the Clean Air Act, as amended, 42 USC § 7606, and other applicable provisions of the Clean Air Act.

E. Violating Facilities. The CONTRACTOR agrees to:

- 1) Refrain from using any violating facilities,
- 2) Report each violation to CITY OF YAKIMA and understands & agrees that CITY OF YAKIMA will, in turn, report each violation to the FTA and to the appropriate EPA Regional Office.
- 3) Include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

53. Incorporation of Federal Terms

A. Purchasing. This AGREEMENT's provisions include, in part, certain Standard Terms and Conditions required by FTA, whether or not expressly set forth herein. All contractual provisions required by FTA, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any CITY OF YAKIMA request, which would cause CITY OF YAKIMA to be in violation of any FTA term or condition.

B. Federal Changes. The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, whether or not they are referenced in this AGREEMENT and include any amendments promulgated by the FTA, during the term of this AGREEMENT. The CONTRACTOR's failure to so comply shall constitute a material breach of this AGREEMENT.

54. No Obligation by the Federal Government

A. CITY OF YAKIMA and the CONTRACTOR acknowledge and agree that regardless of any concurrence or approval by the Federal Government of the solicitation or award of this AGREEMENT, the Federal Government is not a party to this AGREEMENT unless it provides its express written consent. The Federal Government shall not be subject to any obligations or liabilities to the CONTRACTOR, subcontractor, lessee, or any other participant at any tier of the project (whether or not a PARTY to this AGREEMENT) pertaining to any matter resulting from this AGREEMENT.

B. No contract between the CONTRACTOR and its subcontractors, lessees, or any other participant at any tier of the project shall create any obligation or liability of CITY OF YAKIMA with regard to this AGREEMENT without CITY OF YAKIMA's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof. The CONTRACTOR hereby agrees to include this provision in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

55. Suspension of Work

The City may suspend, in writing by certified mail, all or a portion of the Service under this Agreement if unforeseen circumstances beyond the City's control are interfering with normal progress of the Service. The Contractor may suspend, in writing by certified mail, all or a portion of the Service under this Agreement if unforeseen circumstances beyond Contractor's control are interfering with normal progress of the Service. The Contractor may suspend Service on the Project in the event the City does not pay invoices when due, except where otherwise provided by this Agreement. The time for completion of the Service shall be extended by the number of days the Service is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiation, and both parties are granted the option to terminate the Service on the suspended portion of Project in accordance with Section 16.

56. Provision of Services

The Contractor shall provide the services set forth herein with all due skill, care, and diligence, in accordance with accepted industry practices, standards and legal requirements, and to the City's satisfaction; the City decision in that regard shall be final and conclusive. The City may inspect, observe and examine the performance of the services performed on the City premises at any time. The City may inspect, observe and examine the performance of Contractor's services at reasonable times, without notice, at any other premises.

A. If the City notifies the Contractor that any part of the services rendered are inadequate or in any way differ from the Contract requirements for any reason, other than as a result of the City's default or negligence, the Contractor shall, at its own expense, reschedule and perform the services correctly within such reasonable time as the City specifies. This remedy shall be in addition to any other remedies available to the City by law or in equity.

B. The Contractor shall be solely responsible for controlling the manner and means by which it and its Contracted Personnel or its subcontractors perform the services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements and City work rules.

57. Assignment

This Contract, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Contractor to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor stated herein.

58. No Conflict of Interest

Contractor represents that it or its employees do not have any interest and shall not hereafter acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that it will not hire anyone or any entity having such a conflict of interest during the performance of this Contract.

59. Promotional Advertising / News Releases

Reference to or use of the City, any of its departments, agencies or other subunits, or any official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior

approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

60. Time is of the Essence

Timely provision of the services required under this Contract shall be of the essence of the Contract, including the provision of the services within the time agreed or on a date specified herein.

61. Expansion clause

Any resultant contract may be further expanded by the Purchasing Manager in writing to include any other item normally offered by the Contractor, as long as the price of such additional products is based on the same cost/profit formula as the listed item/service. At any time during the term of this contract, other City departments may be added to this contract, if both parties agree.

62. Patent Infringement

The contractor selling to the City the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the City (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

63. Warranty

Unless otherwise specifically stated by the Proposer, Contractor warrants that all goods and/or services furnished under this contract are warranted against defects by the Proposer for one (1) year from date of receipt, are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, are fit for the intended purpose of which such goods and services are ordinarily employed and if a particular purpose is stated in a Special Condition, the goods are then warranted as for that particular purpose. Contractor further warrants that no violation of any federal, state or local law, statute, rule, regulation, ordinance or order will result from the manufacturer, production, sale, shipment, installation or use of any other goods. Contractor's warranties (and any more favorable warranties, service policies, or similar undertaking of Contractor) shall survive delivery, inspection, and acceptance of the goods or services.

64. Access and Review of Contractor's Facilities

The City may visit and view any of the offices, premises, facilities and vehicles of the Contractor and/or Contractor's Subcontractor upon request and reasonable notice during the term of the Contract and Contract renewals/extensions.

65. Facility Security

The City may prohibit entry to any secure facility, or remove from the facility, a Contract employee who does not perform his/her duties in a professional manner, or who violates the secure facility's security rules and procedures. The City reserves the right to search any person, property, or article entering its facilities.

66. Waiver of Breach

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

67. Integration

This Contract, along with the City of Yakima's RFQ 12321P Yakima-Ellensburg Commuter Services and the Contractor's response to the Request for Qualifications ("RFQ"), represents the entire understanding of the City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Contract may not be modified or altered except in writing signed by both parties.

68. Contract Preservation

If any provision of the Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

69. Force Majeure

Contractor will not be responsible for delays in delivery due to acts of God, fire, strikes, epidemics, pandemics, war, riot, delay in transportation or railcar transport shortages, provided Contractor notifies the City immediately in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

70. Notice of Change in Financial Condition

If, during the Contract Term, the Contractor experiences a change in its financial condition that may affect its ability to perform under the Contract, or experiences a change of ownership or control, the Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in financial condition or change of ownership or control shall be sufficient grounds for Contract termination.

71. Change or Notice

Any alterations, including changes to the nature of the service, made to the Contract shall be rendered in writing and signed by both responsible parties; no changes without such signed documentation shall be valid. No alterations outside of the general scope and intent of the original Request for Proposals or in excess of allowable and accepted price changes shall be made. In no event shall the Contractor be paid or be entitled to payment for services that are not authorized herein or any properly executed amendment.

Notice of Business Changes: Contractor shall notify the City in writing within three (3) business days of any change in ownership of the facilities of the Contractor or of the facilities of any subcontractor.

The City shall have the right to renegotiate the terms and conditions of this Contract to the extent required to accommodate a change in governing law or policy that, in the sole discretion of the City, either substantially and unreasonably enlarges the Contractor's duties hereunder, or renders performance, enforcement or compliance with the totality of the Contract impossible, patently unreasonable, or unnecessary. Notices and demands under and related to this Contract shall be in writing and sent to the parties at their addresses as follows:

TO CITY:
Alvie Maxey
Transit Manager
City of Yakima
2301 Fruitvale Blv.
Yakima WA, 98902

COPY TO:
Susan Knotts
Buyer II
City of Yakima
129 North 2nd Street
Yakima, WA 98901

TO CONTRACTOR:
RICHARD JOHNSON
CWA, INC
1416 Whitehorn St
Ferndale, WA 98248

Or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid or hand delivered. Such notices shall be deemed effective when mailed or hand delivered at the addresses specified above.

72. Survival

Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement, shall survive the expiration or termination of this Contract in accordance with their terms.

73. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

74. Venue

The venue for any judicial action to enforce or interpret this Contract shall lie in a court of competent jurisdiction in Yakima County, Washington.

75. Authority

The person executing this Contract, on behalf of Contractor, represents and warrants that they have been fully authorized by Contractor to execute this Contract on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Contract.

IN WITNESS WHEREOF, the parties hereto execute this Contract as of the day and year first above written.

CITY OF YAKIMA

[Signature]

City Manager

CONTRACTOR NAME

By: *Richard Johnson*
President
CWA, INC

Date: *July 19, 2023*

Date: *July 17, 2023*

CITY CONTRACT NO: *2023-124*
RESOLUTION NO: *A-2023-101*

RICHARD Johnson

(Print name)

Attest:

[Signature]

City Clerk



List of Exhibits attached to this contract

Exhibit A – RFP Proposal

Exhibit B – Cost Proposal



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/13/2026
Agenda Number: 10J

Action Item

Title: Resolution Ratifying Signatures by the then-Public Works Director, via DocuSign, on the Water Quality Stormwater Capacity Agreement with the Washington State Department of Ecology for the City to Receive Grant Funds for the City’s Stormwater Management Plan

From: Ty Jones, Public Works Supervisor

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: No financial outlay via this action; \$120,000.00 expected to be deposited in Sewer Fund (415)

Funding Source: 415 Sewer Fund

Background/Findings/Facts: The City is required to comply with the State of Washington’s Eastern Washington Phase II Municipal Stormwater General Permit (Permit). The City recognizes the benefits of a voluntary ad hoc regional group, and, therefore, the City previously entered into an Interlocal Agreement (ILA) for coordinating stormwater permit compliance activities with Yakima County (County) and the cities of Union Gap and Sunnyside (Cities). Such entities formed a Regional Stormwater Working Group (RSWG).

The RSWG aims to protect the quality of surface waters and ground water, by managing the discharge of stormwater through the entities’ respective Municipal Separate Storm Sewer System (MS4). Despite the coordinating efforts of the entities under the ILA, the City is responsible for all of its own compliance aspects under the Permit including all project and maintenance funding. The City has been approved for \$120,000.00 in grant funds from Department of Ecology (DOE) to assist with implementation or management.

The then-Public Works Director has already DocuSigned a 22-page Water Quality Stormwater Capacity Agreement (Agreement), to enable the City to receive such grant funds. The attached proposed Resolution will – if approved – ratify those signatures and otherwise approve the Agreement in the form presented.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
7/9/2024	Resolution No. 3133; Resolution Authorizing the Mayor and Public Works Director to Sign an Intergovernmental Local Agreement for Stormwater Permit Collaboration Activities between Yakima County and the Cities of Selah, Union Gap and Sunnyside
2/13/2024	Resolution No. 3091; Resolution Authorizing the Public Works Director to Sign a Water Quality Stormwater Capacity Agreement with the Washington Department of Ecology for \$130,000 in Grant Funds for the City's Stormwater Management Plan
2/8/2022	Resolution No. 2897; Resolution Authorizing the Public Works Director to Sign a Water Quality Stormwater Capacity Agreement with the Washington Department of Ecology for \$70,000 in Grant Funds for the City's Stormwater Management Plan
9/24/2019	Resolution No. 2759; Resolution Authorizing the Public Works Director to Sign a Water Quality Stormwater Capacity Agreement with the Washington Department of Ecology for \$95,000 in Grant Funds for the City's Stormwater Management Plan
11/14/2017	Resolution No. 2635; Resolution Authorizing the Public Works Director to Sign a Water Quality Stormwater Capacity Agreement with the Washington Department of Ecology for \$50,000 in Grant Funds for the City's Stormwater Management Plan
12/8/2015	Resolution No. 2502; Resolution Authorizing the Public Works Director to Sign a Water Quality Stormwater Capacity Agreement with the Washington Department of Ecology for \$50,000 in Grant Funds for the City's Stormwater Management Plan
8/12/2014	Resolution No. 2411; Resolution Authorizing the Mayor to Sign the Notice of Intent (NOI) for Coverage under a National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater General Permit
5/13/2014	Resolution No. 2395; Resolution Authorizing the Mayor to Sign an Intergovernmental Local Agreement for Stormwater Permit Compliance Activities between Yakima County and the Cities of Selah, Union Gap and Sunnyside

RESOLUTION NO. _____

RESOLUTION RATIFYING SIGNATURES BY THE THEN-PUBLIC WORKS DIRECTOR, VIA DOCUSIGN, ON THE WATER QUALITY STORMWATER CAPACITY AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR THE CITY TO RECEIVE GRANT FUNDS FOR THE CITY'S STORMWATER MANAGEMENT PLAN

WHEREAS, the Washington State Department of Ecology (DOE) has awarded the City a grant of \$120,000.00 for the City's Stormwater Management Plan; and

WHEREAS, to facilitate the City receiving these funds, DOE prepared a 22-page Water Quality Stormwater Capacity Agreement (Agreement), a copy of which has already been docusigned by the then-Public Works Director; and

WHEREAS, the terms of such Agreement are acceptable to City staff and City staff recommends that the Agreement be approved, that the docusignatures thereon be retroactively authorized (*i.e.*, ratified), and that any other necessary signatures or actions be taken in order for this funding to be authorized and received; and

WHEREAS, the City Council finds good cause exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the 22-page Agreement be and is approved in the form appended hereto, that the docusignatures thereon by the then-Public Works Director be and are ratified, that any other necessary signatures or actions can and be taken for this funding to be authorized and received.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13th day of January, 2026.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney



Agreement No. WQSWCAP-2527-SelaPW-00149

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SELAH

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Selah, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2025-2027 Biennial Stormwater Capacity Grant
Total Cost:	\$120,000.00
Total Eligible Cost:	\$120,000.00
Ecology Share:	\$120,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2025
The Expiration Date of this Agreement is no later than:	03/31/2027
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

State of Washington Department of Ecology

Agreement No: WQSWCAP-2527-SelaPW-00149
 Project Title: 2025-2027 Biennial Stormwater Capacity Grant
 Recipient Name: City of Selah

RECIPIENT INFORMATION

Organization Name: City of Selah

Federal Tax ID: 91-6001501

Mailing Address: 222 S Rushmore Rd
 Selah, WA 98942

Physical Address: 222 S Rushmore Rd
 Selah, Washington 98942

Organization Email: rocky.wallace@selahwa.gov
 Organization Fax: (509) 698-7372

Contacts

<p>Project Manager</p>	<p>Rocky Wallace Public Works Director</p> <p>222 S Rushmore Rd Selah, Washington 98942 Email: rocky.wallace@selahwa.gov Phone: (509) 698-7365</p>
<p>Billing Contact</p>	<p>Caprise Groo-Korpi Public Works Admin Asistant</p> <p>222 S Rushmore Rd Selah, Washington 98942 Email: caprise.groo@selahwa.gov Phone: (509) 698-7380</p>
<p>Authorized Signatory</p>	<p>Rocky Dwain Wallace Public Works Director</p> <p>222 S Rushmore Rd Selah, Washington 98942 Email: rocky.wallace@selahwa.gov Phone: (509) 698-7365</p>

State of Washington Department of Ecology
Agreement No: WQSWCAP-2527-SelaPW-00149
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Selah

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890
Financial Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890

State of Washington Department of Ecology
Agreement No: WQSWCAP-2527-SelaPW-00149
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Selah

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Selah

By: _____

Signed by:
By: Rocky Wallace 12/26/2025
84A0BBBDFE544D9

Jon Kenning, PhD
Water Quality
Program Manager
Date

Rocky Dwain Wallace
Public Works Director
Date

Template Approved to Form by
Attorney General's Office

State of Washington Department of Ecology
 Agreement No: WQSWCAP-2527-SelaPW-00149
 Project Title: 2025-2027 Biennial Stormwater Capacity Grant
 Recipient Name: City of Selah

SCOPE OF WORK

Task Number: 1 **Task Cost: \$5,000.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY’s grant and loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- * Properly maintained project documentation.

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form).	

Agreement No: WQSWCAP-2527-SelaPW-00149
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Selah

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$115,000.00

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
- 9) Structural stormwater controls program activities (Phase I permit requirement).
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000.00 must be pre-approved by ECOLOGY.

Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or

State of Washington Department of Ecology
 Agreement No: WQSWCAP-2527-SelaPW-00149
 Project Title: 2025-2027 Biennial Stormwater Capacity Grant
 Recipient Name: City of Selah

improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

State of Washington Department of Ecology
 Agreement No: WQSWCAP-2527-SelaPW-00149
 Project Title: 2025-2027 Biennial Stormwater Capacity Grant
 Recipient Name: City of Selah

BUDGET

Funding Distribution EG260196

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 2025-2027 Biennial Stormwater Capacity Grant
 Funding Type: Grant
 Funding Effective Date: 07/01/2025 Funding Expiration Date: 03/31/2027
 Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)
 Fund: FD
 Type: State
 Funding Source %: 100%
 Description: MTCSA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

2025-2027 Biennial Stormwater Capacity Grant	Task Total
Grant and Loan Administration	\$ 5,000.00
Permit Implementation	\$ 115,000.00

Total: \$ 120,000.00

State of Washington Department of Ecology

Agreement No: WQSWCAP-2527-SelaPW-00149

Project Title: 2025-2027 Biennial Stormwater Capacity Grant

Recipient Name: City of Selah

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2025-2027 Biennial Stormwater Capacity Grant	0.00 %	\$ 0.00	\$ 120,000.00	\$ 120,000.00
Total		\$ 0.00	\$ 120,000.00	\$ 120,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

State of Washington Department of Ecology

Agreement No: WQSWCAP-2527-SelaPW-00149

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“CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form.

Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Agreement No: WQSWCAP-2527-SelaPW-00149
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Selah

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

State of Washington Department of Ecology

Agreement No: WQSWCAP-2527-SelaPW-00149

Project Title: 2025-2027 Biennial Stormwater Capacity Grant

Recipient Name: City of Selah

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

Agreement No: WQSWCAP-2527-SelaPW-00149
Project Title: 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name: City of Selah

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the

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review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress

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reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

State of Washington Department of Ecology

Agreement No: WQSWCAP-2527-SelaPW-00149

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RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

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If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

Certificate Of Completion

Envelope Id: AF92C83B-9311-47A4-A4F7-3DA2C4DB4319

Status: Sent

Subject: Agreement for Signature

Source Envelope:

Document Pages: 20

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

Kyle Graunke

AutoNav: Enabled

P.O. Box 47600

Envelopeld Stamping: Enabled

Olympia, WA 98504

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

kygr461@ECY.WA.GOV

IP Address: 162.10.9.34

Record Tracking

Status: Original

Holder: Kyle Graunke

Location: DocuSign

12/24/2025 3:50:05 PM

kygr461@ECY.WA.GOV

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Ecology

Location: Docusign

Signer Events

Rocky Wallace

rocky.wallace@selahwa.gov

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

84A0BBDFE544D9...

Timestamp

Sent: 12/24/2025 3:53:05 PM

Viewed: 12/26/2025 8:59:43 AM

Signed: 12/26/2025 8:59:54 AM

Signature Adoption: Pre-selected Style

Using IP Address: 205.172.45.253

Electronic Record and Signature Disclosure:

Not Offered via Docusign

David Giglio

dgig461@ecy.wa.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Kyle Graunke

kygr461@ECY.WA.GOV

Washington State Department of Ecology

Security Level: Email, Account Authentication
(None)

Sent: 12/26/2025 8:59:55 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Elaine Markham

elma461@ecy.wa.gov

Security Level: Email, Account Authentication
(None)

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kimberly Adams
kjun461@ecy.wa.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Elaine Markham
elma461@ecy.wa.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kimberly Adams
kjun461@ecy.wa.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/24/2025 3:53:05 PM
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Payment Events	Status	Timestamps
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Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/13/2026
Agenda Number: 10K

Action Item

Title: Authorizing the Mayor to Sign a Six-Page Contract with Current Electrical NW, LLC, for the City’s Volunteer Park Shade Structures Project

From: Ty Jones, Public Works Utility Supervisor

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$44,138.75 (which is inclusive of sales tax)

Funding Source: 001, General Fund

Background/Findings/Facts: The City desires to install two sail shade structures at Volunteer Park (a/k/a Delores Huerta Park). The City – with the assistance by one of its retained engineering firms, HLA Engineering and Land Surveying, Inc. (HLA) – has elected to utilize a Minimal Competition Public Works Contract which allows the City to contract labor without going through the competitive bidding process if the project total is less than \$75,000. A bid for the amount of \$44,138.75 was submitted by Current Electrical NW, LLC, of Yakima, WA. Such amount is approximately three-and-one-half percent (3.5%) below HLA’s estimate of \$45,486.00. City staff recommends that the City award this project to Current Electrical, and that the Mayor be authorized to sign a six-page Minimal Competition Public Works Contract with such contractor. A copy of the proposed Contract is appended hereto (with its pages numbered as 5 through 10, because the Contact is a part of a larger package of contract documents) and its terms are acceptable to City staff.

The City’s adopted 2025 budget – via Ordinance No. 2237 – included an appropriation of monies that will be sufficient to cover the work on this Project, as this Project was expected to be finished by the end of the 2025 calendar year. Such not-yet-spent monies were carried over into the 2026 budget.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
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8/12/2025	Resolution No. 3188; Resolution Authorizing Public Works to Purchase Two Sail Shade Structures for Volunteer Park (a/k/a Delores Huerta Park)
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RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR SIGN A SIX-PAGE CONTRACT
WITH CURRENT ELECTRICAL NW, LLC, FOR THE CITY’S VOLUNTEER
PARK SHADE STRUCTURES PROJECT

WHEREAS, the City desires to install two shade structures at Volunteer Park (a/k/a Delores Huerta Park); and

WHEREAS, the City – with assistance by the City’s retained engineering firm of HLA Engineering and Land Surveying, Inc. (HLA) – has elected to utilize a Minimal Competition Public Works Contract to allow the City to contract labor without going through the competitive bidding process; and

WHEREAS, the City desires to award this project to Current Electrical NW, LLC, and to enter into a construction contract for the overall total cost of \$44,138.75; and

WHEREAS, a proposed written “Contract” measuring six total pages (which pages are numbered 5 through 10 because the Contract will be part of a larger total package of contract documents, which package will include the specifications, bid material, and other items) has been prepared, and the terms of the proposed Contract are acceptable to City staff; and

WHEREAS, the City Council finds that good cause exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, as follows: (1) that the Mayor be and is authorized to sign six-page Contract with Current Electrical in the form appended hereto; (2) if an award letter and/or any other documentation proves necessary to effectuate awarding and/or receiving this scope of work, the Mayor be and is likewise authorized to sign and/or prepare such; and (3) if it becomes possible for the City to obtain this scope of work for a lesser amount than currently contemplated, the Mayor be and is authorized to enter into and/or sign any necessary agreements or documents without further approval by the City Council.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13th day of January, 2026.

ATTEST:

Roger Bell, Mayor

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

MINIMAL COMPETITION PUBLIC WORKS CONTRACT
(Less than \$75,000) RCW 35.23.352

This Minimal Competition Public Works Contract ("Agreement") is made by and between the City of Selah, a Washington municipal corporation ("City" or "Owner") and CURRENT ELECTRIC N/A
ELECTRICAL ("Contractor") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

In consideration of the terms and conditions contained herein and attached and made a part of this Agreement, including the insurance specifications and hold harmless and indemnification agreement attached hereto, the Parties agree as follows:

- I. Project. The Contractor shall do all work and furnish all tools, materials and equipment for the City public works project known as the **Volunteer Park Shade Structures** ("Project") in accordance with and as described in the attached bid, scope of work description, and specifications, including addenda N/A, which are by this reference incorporated herein and made a part thereof, and shall perform any alterations in or additions to the Project provided under this Agreement and every part thereof.
- II. City Agreement. The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials and to do and cause to be done the Project work described above and to complete and finish same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for such work according to the attached specifications and the schedule of prices bid and hereto attached, at the time and in the manner and upon the conditions provided for in this Agreement.
- III. Contractor Agreement. The Contractor hereby agrees to fully perform the work and all terms and upon all conditions as contained in this Agreement.
- IV. Liability. It is further provided that no liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
- V. Completion Deadline/Liquidated Damages. The Project must be commenced no later than ten (10) working days from the date of Notice to Proceed to the Contractor and must be finished within twenty (20) working days of the date of Notice to Proceed. If the Project is not completed within such time period, because of difficulty in computing the actual damages to the City arising from any delay in completing this Agreement, it is determined in advance and agreed by the Parties that the Contractor shall pay the City the amount of \$500.00 per working day that the work remains uncompleted after expiration of the specified time for completion; the Parties agree that such amount represents a reasonable forecast of the actual damages which the City will suffer by failure of the Contractor to complete the work within the agreed time. The execution of this Agreement shall constitute acknowledgment by the Contractor that the Contractor has ascertained and agrees that the City will actually suffer damages in the amount herein fixed for each day during which the completion of the work is avoidably delayed beyond the stipulated completion date.

VI. Contractor Responsibilities. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Agreement and every part thereof, except such as are mentioned in the specifications to be furnished by the City, and shall warranty said materials and work for a period of one (1) year after completion of this Agreement. During this one-year warranty period, Contractor agrees to return to the Project and correct any failure of Contractor's work to perform as intended and upon reasonable notice. This warranty is in addition to any other rights and remedies the City may have for defective work or materials, or any other failure by the Contractor to comply with the Project documents, and in no way limits such rights and remedies.

VII. Project Cost/Payment.
The total amount of the contract is \$ 40,756.00
plus State sales tax of \$ 3,382.75
for a total Project cost of \$ 44,138.75

The total Project cost includes all costs associated with the Project work, including, but not limited to, labor, materials, overhead, administrative and permit and regulatory costs, unless otherwise agreed in writing. The payment for the work completed under this Agreement shall be a lump sum and made in a single payment in accordance with this Agreement.

VIII. Standard Specifications. All work, materials and testing shall conform to the "2025 Standard Specifications for Road, Bridge and Municipal Construction," prepared by the Washington State Department of Transportation/American Public Works Association, which are expressly incorporated herein by this reference except as herein supplemented or modified. A copy of the Standard Specifications is available for the Contractor's review at the following website: <https://wsdot.wa.gov/engineering-standards/all-manuals-and-standards/manuals/standard-specifications-road-bridge-and-municipal-construction>. The Contractor is encouraged to review the Standard Specifications to ensure the knowledge and understanding of their terms and conditions incorporated herein and/or to obtain copies of such Standard Specifications from the WSDOT/APWA. The Standard Specifications are hereby modified by the special provisions and supplemental specifications as follows: See Appendix B. The specific terms of this Agreement shall control any conflicting terms in the Standard Specifications.

IX. Prevailing Wages. The Contractor shall pay prevailing wages as required and shall comply with Chapters 39.12 and 49.28 RCW. A schedule of prevailing wages is provided in Appendix C.

The Department of Labor and Industries ("L&I") publishes new rates on the first business day of February and the first business day of August of each year. These rates become effective thirty days after the date of publication. The applicable prevailing wage rate for this Agreement shall be the rate in effect on:

- I. The date the written quote for the work is received by the City; or
- II. Where no bid date has been established, on the date the signed bid is submitted to the City.

Notice of intent to pay prevailing wages and prevailing wage rates for the Project shall be posted for the benefit of the workers. Final payment shall be made in accordance with the requirements of Chapter 39.12 RCW. The City shall not release final payment until the Contractor has submitted an Affidavit of Wages Paid that has been certified by L&I.

Pursuant to RCW 39.12.120, a contractor, subcontractor, or employer shall file a copy of its certified payroll records using the L&I online system at least once per month. If the L&I online system is not used, a contractor, subcontractor, or employer shall file a copy of its certified payroll records directly with L&I in a format approved by L&I at least once per month. A contractor, subcontractor, or employer's noncompliance with this reporting constitutes a violation of RCW 39.12.050.

- X. Bonding and Retainage. Bonding and retainage shall be required (or waived) in accordance with RCW 39.04.155. For public works contracts of \$150,000 or less, at the request of the contractor, in lieu of bonding and retainage as required by RCW 39.08.010 and RCW 60.28.011, the City will retain ten percent (10%) of the contract amount for a period of forty-five (45) days after the date of completion and acceptance of the work, receipt of the approved Notice to Pay Prevailing Wage and Affidavit of Wages Paid, and the settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

- XI. Changes. The City may issue a written change order for any change in the work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City within five (5) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. If the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving the written change order. If the Contractor fails to require a change order within the time frame allowed the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below.
 - I. Procedure and Protest by Contractor. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor shall, within five (5) calendar days, provide a signed written notice of protest to the City that states the date of the notice of protest, the nature and circumstances that caused the protest, the provisions in the agreement that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor's records needed to evaluate the protest. If the City determines that a protest is valid, the City will adjust the payment for work or time by an equitable adjustment.

 - II. Contractor's Duty to Complete Protested Work. In spite of any protest, the Contractor shall proceed to promptly complete work that the City has ordered.

 - III. Contractor's Acceptance of Changes. The Contractor accepts all requirements of a change order by: (1) endorsing the change order; (2) writing a separate acceptance; or (3) not protesting in the manner this section provides. A change order that is accepted by the Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

 - IV. Failure to Protest or Follow Procedures Constitutes Waiver. By not protesting or following procedures as this section provides, the Contractor waives any additional entitlement or claims for protested work and accepts from the City any written or oral order (including

directions, instructions, interpretations, and determinations).

- XII. Claims. The Contractor shall give written notice to the City of all claims other than change orders within five (5) calendar days of the occurrence of events giving rise to the claim. Any claim for damages, additional payment for any reason, or extension of time, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement. At a minimum, a Contractor's written claim must include the information required in Paragraph XI.I. regarding protests.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

The Contractor must, in any event, file any claim or bring any suit arising from or connected with this Agreement within one hundred twenty (120) calendar days from the date the work is completed and accepted by the City.

XIII. Termination.

- I. This City may terminate this Agreement for good cause. "Good cause" shall include, without limitation, any one or more of the following events:
 - i. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the work.
 - ii. The Contractor's failure to complete the work within the time specified in this Agreement.
 - iii. The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.
 - iv. The Contractor's failure to comply with any federal, state, or local laws, regulations, rules, or ordinances.
 - v. The Contractor's filing for bankruptcy or being adjudged bankrupt.
 - vi. Any other material breach of this Agreement.

If the City terminates this Agreement for good cause, the Contractor shall not receive any further monies due under this Agreement until the Contract work is completed.

- II. The City may terminate this Agreement at any time for convenience and without cause. In the event of a termination for convenience, payment will be made to the Contractor for work performed through the date of termination in accordance with this Agreement. Contractor shall also be entitled to receive any equitable amount for partially completed items of work (in the event of unit price work) and for the return or disposal of materials. Regardless of whether this Agreement is terminated for cause or for convenience, the Contractor shall have no claim against the City for loss of anticipated profits on work not performed by the Contractor. In the event of a termination for cause is found to be improper, it shall be deemed to be a termination for convenience.

- XIV. Defective or Unauthorized Work. The City reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement, and extra work and materials furnished without the City's written approval. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" means all reasonable costs incurred by the City, including legal costs and attorneys' fees, beyond the maximum contract price under this Agreement. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.

- XV. Final Payment; Waiver of Claim. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.
- XVI. Environmental Regulations. The Contractor shall comply with all applicable federal, state and local environmental statutes, regulations, ordinances and rules, including but not limited to 42 USC 4321 *et seq.*; 33 USC 1111 *et seq.*; and Chapters 43.21; 70.74; 70.94; 90.48; 90.58 RCW; and Chapter 197.11 WAC.
- XVII. Safety. The Contractor shall be responsible to comply with all requirements of Chapters 296-24 and 296-155 WAC and other applicable safety regulations for the protection of laborers and facilities during the course of the Project work. Violations of safety regulations and related safety standards shall be considered a material breach of this Agreement and a basis for termination of the Agreement for cause.
- XVIII. Washington Law/Venue. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Washington. Venue and jurisdiction of any lawsuit relating to this Agreement shall exist exclusively in Yakima County Superior Court.
- XIX. Effective Date. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

OWNER:

City of Selah, Washington

By: _____

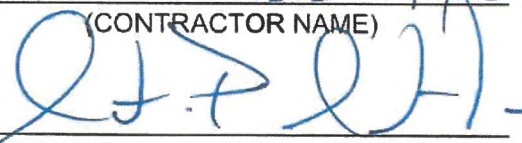
Name: _____

Title: _____

Date: _____

CONTRACTOR:

CURRENT ELECTRIC NW, LLC
(CONTRACTOR NAME)

By: 
AUTHORIZED OFFICIAL'S SIGNATURE

Name: STEVE SODELSTROM

Address: 2003 ALTANUM RD
YAKIMA, WA 98903

Phone: 509 225-9192

Email: CURRENT.ELECTRIC.NW@GMAIL.COM

Date: _____



December 30, 2025

City of Selah
115 W. Naches Avenue
Selah, WA 98942

Attn: Mayor Roger Bell

Re: City of Selah
Volunteer Park Shade Structures
HLA Project No. 25006G
Recommendation of Award and Contract Execution

Dear Mayor Bell:

As stated in RCW 35.23.352, any second-class city or any town may construct any public works, as defined in RCW 39.04.010, by contract or day labor without calling for bids therefor whenever the estimated cost of the work or improvement, including cost of materials, supplies and equipment will not exceed the sum of \$75,500 if a single craft or trade is involved with the public works or the public works project is street signalization or street lighting. If the estimated project cost is \$75,500, the City may use a minimal competition process whereby Small Contracts and Purchases Below an agency's bid limits, competitive bidding is not required, and agencies may seek quotes directly from individual vendors.

On November 7, 2025, Current Electric, N.W. LLC, provided the City of Selah with a bid for work related to installation of a City supplied Volunteer Park Shade Structure. We have reviewed and verified the bid from Current Electric N.W. LLC, in the amount of \$44,138.75, and recommend the City of Selah award and execute a minimal competition contract as outlined by RCW 35.23.352.

Contracts have been assembled by our office signature and are attached for City execution.

Please send us a copy of the City of Selah Council resolution authorizing award and signing of the contracts. Once signed, please return contracts to our office for transmittal to Current Electric N.W. LLC.

Please advise if we may answer any questions or provide additional information.

Sincerely,

Terry D. Alapeteri, PE

TDA/asr

Enclosures

Copy: Matthew Taylor, Ty Jones, Caprise Groo (City of Selah)
Taylor Denny, Angie Ringer (HLA)



Selah City Council
 Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/13/2026
 Agenda Number: 10L

Action Item

Title: Resolution Authorizing the Mayor to Sign Drinking Water State Revolving Fund Loan Contract No. DWL31520-0 for the City’s Well No. 9 Equipping Project

From: Ty Jones, Public Works Utility Supervisor

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$2,590,000.00, (\$1,015,900.00 City funds and \$1,574,100.00 DWSRF loan).

Funding Source: 411, Water Fund

Background/Findings/Facts: The City’s adopted Water System Plan (WSP) Amendment to the February 2021 Water System Plan, identified the need for a new replacement well due to the failure of the City’s Well No. 5. The replacement well will be known as Well No. 9.

To equip the new Well No. 9, the total project cost is estimated at \$2,590,000.00 according to HLA Engineering and Surveying, Inc. (HLA), which entity serves as one of the City’s contracted engineering firms. A Washington State Department of Health (DOH) 2024 Drinking Water State Revolving Fund (DWSRF) loan application was submitted, and the City was approved for a twenty-four (24) year loan in the amount of \$1,574,100.00 with an interest rate of 1.75%. The remaining \$1,015,900.00 of the estimated total project cost will be paid for through City funding.

The City’s adopted 2026 budget — via Ordinance No. 2261 — includes an appropriation of monies that will be sufficient to cover the City’s contribution to this project.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
10/29/2024	Notice of Public Hearing City of Selah, Washington – Consumer Input Meeting
11/12/2024	Open record Public Hearing to receive public input during the regular Council meeting
11/26/2024	Resolution No. 3167; Resolution Adopting a WSP Amendment to the February 2021 Water System Plan

11/26/2024	Resolution No. 3169; Resolution Authorizing the Signing and Submission of a Washington State Department of Health Drinking Water State Revolving Fund Application Related to the City's Well Number 9 Equipping Project
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RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN DRINKING WATER STATE REVOLVING FUND LOAN CONTRACT NO. DWL31520-0 FOR THE CITY'S WELL NO. 9 EQUIPPING PROJECT

WHEREAS, the City desires – as what is known as the City's Well No. 9 Equipping Project – to equip a new well where one does not exist, and to also undertake related tasks and actions; and

WHEREAS, a Washington State Department of Health (DOH) 2024 Drinking Water State Revolving Fund (DWSRF) loan application was submitted; and

WHEREAS, the City was approved for a twenty-four (24) year loan in the amount of \$1,574,100.00 with an interest rate of 1.75%. The total project cost is estimated to be \$2,590,000.00 according to HLA Engineering and Surveying, Inc., which entity serves as one of the City's contracted engineering consultants; and

WHEREAS, the remaining \$1,015,900 of the estimated total project cost will be paid for through City funding; and

WHEREAS, a written DWSRF Construction Loan Contract No. DWL31520-0 has been prepared by the DOH, the terms of which are acceptable to City staff and City staff recommends that the City Council approve it; and

WHEREAS, the City Council finds that good cause exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON as follows: that the Mayor be and is authorized to sign Loan Contract in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 13th day of January, 2026.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

10/20/2025

City of Selah
Roger Bell, Mayor
115 W Naches Avenue
Selah, WA 98942
roger.bell@selahwa.gov



RE: Loan Contract Number: DWL31520-0

Dear Mayor Bell;

Enclosed is the Drinking Water State Revolving Fund Loan Contract Number identified above for your signature. The Loan Contract details the terms and conditions that will govern the agreement between us, which includes the project's Scope of Work as a formal attachment. Failure to return the contracts within 60 calendar days of the date of this letter may result in your loan offer being withdrawn.

Review, print, and sign the document. Once signatures are obtained, please scan and return by email to your DOH contracts representative or print and sign a hard copy, and return the originals to us for full execution.

Please note that the U.S. Environmental Protection Agency is the funding source for this program and the Catalog of Federal Domestic Assistance (CFDA) number is 66.468. Consequently, the loan funds are federal and subject to both state and federal requirements.

A non-refundable one-percent loan administration fee will be collected at contract execution (If applicable), including any subsequent amendments where funds are added. The loan amount may be modified to include an amount sufficient to cover the one-percent loan administration fee. In most cases, the fee will be collected in full at contract execution. Please review the terms and conditions of the Loan Contract and all attachments carefully for details.

A requirement of the DWSRF program is that you must maintain updated project records and yearly renewal of your registration in the System for Award Management at www.sam.gov.

Another requirement of the DWSRF program is that all entities are required to verify that the federal government has not suspended or debarred them from receiving federal funds. This includes, but is not limited to, project contractors, subcontractors, engineers, architects, consultants, and equipment vendors. The Exclusion Report can be accessed at www.sam.gov. Failure to provide this required certification may result in termination of your loan contract.

After the Loan Contracts have been signed by the Department or its designee, one fully executed original will be returned to you for your files. Instructions for drawing the loan funds will be returned to you with the executed Loan Contract, as well as the necessary forms. The Loan Contract specifies that draws may be made for costs that have been incurred within the contract period of performance, and which have supporting documentation such as receipts or bills.

We are looking forward to working with you over the course of this project. If you have any questions about this Loan Contract, please contact me.

Sincerely,

Brittany Cody-Pinkney
DOH Contract Manager
(360) 236-3047
Brittany.Cody-Pinkney@DOH.WA.GOV

Enclosures:

ATTACHMENT I: SCOPE OF WORK (PROJECT)
ATTACHMENT II: ATTORNEY'S CERTIFICATION
ATTACHMENT III: FEDERAL AND STATE REQUIREMENTS
ATTACHMENT IV: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
ATTACHMENT V: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
ATTACHMENT VI: DWSRF ELIGIBLE PROJECT COSTS
ATTACHMENT VII: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

Washington State Department of Health

DWSRF Municipal Loan Boilerplate

September 2025

Version History		
Date	Revision(s)	Version
05-15-2018	Original - developed via a team of the DWSRF Grant and Loan Unit Supervisor, the DOH Office of Drinking Water Finance Director, the DOH Office of Contracts and Procurement Technical and Policy Advisor, and DOH's Financial Services Assistant Attorney General.	1
09-15-2025	DOH's Office of Drinking Water worked with AHD Assistant Attorney General to modify template and incorporate up-to-date provisions for public works projects performed in the State of Washington.	2

1. CONTRACT FACE SHEET

#2024-4361 Loan Number: DWL31520-0
Washington State Department of Health (DOH)
Drinking Water State Revolving Fund (DWSRF)
Municipal

1. Borrower <p style="text-align: center;">City of Selah 115 W Naches Avenue Selah, WA 98942</p>		2. Borrower Doing Business As (optional)	
3. Borrower Type Construction Loan		4. Borrower's Statutory Authority	
5. Borrower Contract Manager Information Roger Bell Mayor		6. DOH Contract Manager Brittany Cody-Pinkney P.O. Box 47822 Olympia, WA 98504-7822	
509-698-7365 roger.bell@selahwa.gov		(360) 236 3047 Brittany.cody-pinkney@doh.wa.gov	
7. Project Name City of Selah Well No. 9 Equipping			
8. Loan Amount: \$1,574,100.00 Loan Fee: \$0.00 Interest Rate: 1.75%	9. Funding Source Federal: <input checked="" type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	10. Start Date Date of Last Signature	11. End Date 10/01/2049
12. Federal Funding Agency Environmental Protection Agency Catalogue of Federal Assistance (CFDA) Number 66.468			
13. Borrower Tax ID # 91-600150	14. SWV # 0007717-00	15. Borrower UBI # 392-000-174	16. Borrower UEI# GDDVBKM61PR1
17. Contract Purpose DOH and the party identified above as Borrower (BORROWER), have entered into this loan agreement (CONTRACT) to fund the project identified above and further described in Attachment I (Scope of Work) (PROJECT) that furthers the goals and objectives of the DOH DWSRF Program (PROGRAM). The Project will be done by the BORROWER as described in the Attachment I (Scope of Work) and this Contract. The rights and obligations of the parties are governed by this Contract and the following documents are incorporated by reference: (1) General Terms and Conditions including Declarations; (2) Attachment I–Scope of Work; (3) Attachment II–Attorney's Certification; (4) Attachment III–Federal and State Requirements; (5) Attachment IV–Disadvantaged Business Enterprise Requirements; (6) Attachment V–Certification Regarding Debarment, Suspension, and Other Responsibility Matters; (7) Attachment VI–DWSRF Eligible Project Costs; and (8) Attachment VII–Labor Standard Provisions for Subrecipients that are Governmental Entities. By signing below, the parties acknowledge and accept the terms of this Contract.			
AUTHORIZED REPRESENTATIVE OF BORROWER		AUTHORIZED REPRESENTATIVE OF DOH	
_____ Signature		_____ Signature	
_____ Print Name		_____ Print Name	
_____ Title		_____ Title	
_____ Date		_____ Date	

TEMPLATE APPROVED AS TO FORM ONLY

Lisa Koperski, AAG Signature on File

Sept. 16, 2025

Date

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ATTACHMENT I	SCOPE OF WORK (PROJECT)
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ATTACHMENT V	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
ATTACHMENT VI	DWSRF ELIGIBLE PROJECT COSTS
ATTACHMENT VII	LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

3. DECLARATIONS

3.1. BORROWER INFORMATION

Legal Name: City of Selah
Loan Number: DWL31520-0
Application number 2024-4361
Award Year: 2024
State Wide Vendor Number: 0007717-00

3.2. PROJECT INFORMATION (PROJECT)

Project Title: City of Selah Well No. 9 Equipping
Project Location (City or County): Yakima County
Project State: Washington
Project Zip Code: 98942-9342

Project Scope of Work-Attachment I attached hereto and incorporated by reference.

3.3. CONTRACT COMMUNICATION

Communications regarding CONTRACT performance is delegated by each party to its Contract Manager. Either party may change its Contract Manager by express notice to the other party. Either party may identify on an as needed basis an alternate Contract Manager to serve during the stated temporary absence of its primary Contract Manager. Notices between the parties regarding Contract performance must be provided by written communication to the other party's Contract Manager. Written communication includes email but not voice mail. Notices are presumed received by the other party's Contract Manager upon evidence of delivery between the hours of 8:00 am to 5:00 pm except for state holidays and weekends.

3.4. LOAN INFORMATION

Loan Amount: \$1,574,100.00 (REPAYMENT/BASE SUBSIDY)
Loan Fee (Included in loan amount if applicable): N/A
Principal Loan Forgiveness %: 50%
Loan Term: 24 Years
Interest Rate: 1.75
Payment Month(s): October 1st Annually
Earliest Date for Construction Reimbursement: One year prior to contract execution
Time of Performance: 48 months from Contract start date (date of last signature) to Project Completion date.

Notice to Proceed: 18 months from Contract start date (date of last signature)

3.5. FUNDING INFORMATION

Total Funds from BORROWER: To be determined
Source(s) of Funds from Borrower, with assigned amounts per source: To be determined
Total State Funds: To be determined
Total Amount of Federal Award (as applicable): To be determined
Total Amount of Loan: 1,574,100
Federal Award Date: To be determined
Federal Award ID # (FAIN): To be determined
Amount of Federal Funds Obligated by this Action: To be determined

3.6. SPECIAL TERMS AND CONDITIONS

N/A

4. GENERAL TERMS AND CONDITIONS

DRINKING WATER STATE REVOLVING FUND (MUNICIPAL)

4.1. AUTHORITY

Acting under the authority of Section 1452 of the Safe Drinking Water Act (**SDWA**) Section 130, RCW 39.34, RCW 43.70.040, and RCW 70.119A.170 the Washington State Department of Health (**DOH**) has awarded BORROWER identified on the Face Sheet of this CONTRACT a Drinking Water State Revolving Fund Loan (**LOAN**) for the PROJECT defined on the Face Sheet of this CONTRACT. Under this CONTRACT, BORROWER is a sub-recipient of funds provided by the United States Environmental Protection Agency (**EPA**), CFDA Number 66.468, Safe Drinking Water State Revolving Fund.

In some CONTRACT attachments, DOH is referred to as “Lender” and BORROWER is referred to as “Contractor.” DOH and BORROWER are individually a “**party**” and, collectively, the “**parties.**”

4.2. FULL AGREEMENT

This CONTRACT contains all the terms and conditions agreed upon by the parties and is the full agreement of the parties. No other understandings, oral or otherwise, regarding the subject matter of this CONTRACT will be deemed to exist or to bind any of the parties hereto.

4.3. ORDER OF PRECEDENCE

In the event of an inconsistency in this CONTRACT, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: The order of precedence for terms and conditions under categories B and C is subject to the proviso that when a contract term or condition appears in more than one contract document, the more specific contract term or condition shall control if the different contract provisions cannot be harmonized.

- A. Applicable , state and federal statutes
- B. Applicable local, state, and federal regulations
- C. CONTRACT amendments (if any)
- D. The Declarations Page of the CONTRACT
- E. The General Terms and Conditions of the CONTRACT
- F. Attachment I of the CONTRACT
- G. Attachment II of the CONTRACT
- H. Attachment III of the CONTRACT
- I. Attachment IV of the CONTRACT
- J. Attachment V of the CONTRACT
- K. Attachment VI of the CONTRACT
- L. Attachment VII of the CONTRACT

4.4. LOAN AMOUNT

DOH, using funds from the Drinking Water Assistance Account, will loan BORROWER a sum not to exceed the amount shown as “Loan Amount” in the Declarations (**LOAN AMOUNT**). The LOAN AMOUNT will not exceed 100% of the actual eligible PROJECT costs (**ELIGIBLE PROJECT COSTS**). The parties understand and agree that the LOAN AMOUNT does not include the LOAN FEE which will be charged in accordance with Section 4.5 (Loan Fee) below.

4.5. LOAN FEE

If DOH assessed a “Loan Fee” in the Declarations (**LOAN FEE**), then: (a) the LOAN FEE will be the LOAN FEE shown in the Declarations; (b) the LOAN FEE will be 1% of the loan request; and (c) the LOAN FEE will not be

reduced, regardless of the final LOAN AMOUNT at PROJECT completion. If the LOAN FEE applies and the total LOAN AMOUNT is increased through CONTRACT amendment, then DOH will assess an additional LOAN FEE equal to 1% of the additional LOAN AMOUNT. LOAN FEES are non-refundable.

4.6. LOAN TERM

Unless changed through a CONTRACT amendment, the LOAN TERM will not exceed the period of time shown in the Declarations. The repayment period for DOH subsidized loans is 24 years from this CONTRACT's start date. The repayment period for non-DOH subsidized loans is 20 years from this CONTRACT's start date.

4.7. INTEREST RATE

The interest rate is stated in the Declarations. Interest is per annum on the outstanding principal balance and starts to accrue from the date DOH releases any or all of the Loan Amount (**LOAN FUNDS**) to BORROWER in accordance with applicable law and PROGRAM AND DOH policies.

4.8. LOAN FORGIVENESS

If the LOAN qualifies for LOAN Forgiveness, then the percent of the LOAN balance that DOH will forgive at PROJECT completion is stated in the Declarations. DOH calculates the amount forgiven when DOH approves the BORROWER's Project Completion Report. The amount forgiven will be based on either the LOAN AMOUNT or BORROWER's ELIGIBLE PROJECT COSTS, whichever is less, and accrued interest.

4.9. RELEASE OF LOAN FUNDS AND REQUIRED DOCUMENTATION

DOH will release LOAN FUNDS to BORROWER to reimburse BORROWER for ELIGIBLE PROJECT COSTS. To request reimbursement, BORROWER must submit a signed and completed invoice using a form provided by DOH. The invoice must reference the PROJECT activity performed, and include supporting documentation such as bills, invoices, receipts, and documentation of compliance with CONTRACT requirements as requested by DOH. The invoice must be signed by an official of BORROWER with authority to bind BORROWER.

Invoices must also include a report of the progress of the PROJECT made since the last invoice, and the PROJECT status to date. DOH will not release funds until the PROJECT status report and documentation are approved by DOH. Approval will not be unreasonably withheld or delayed. After approving the invoice, documentation, and PROJECT status report, DOH will release funds to BORROWER within 30 days, if BORROWER is not in alleged or actual breach of any CONTRACT with a Washington state agency.

DOH will withhold 10% of LOAN FUNDS until DOH confirms that BORROWER has successfully completed all steps for PROJECT COMPLETION. The 10% holdback will be available to BORROWER as part of the last LOAN disbursement.

4.10. TIME OF PERFORMANCE

BORROWER will begin the activities in the PROJECT within 30 calendar days of the CONTRACT start date. BORROWER will issue a 'Notice to Proceed', after the formal award of a construction contract, within 18 months of the CONTRACT start date.

BORROWER must reach PROJECT COMPLETION within the Time of Performance set forth in the Declarations (**TIME OF PERFORMANCE**). If there are extenuating circumstances, BORROWER may request, in writing, at least 90 calendar days prior to the PROJECT COMPLETION that DOH extend the deadline for PROJECT COMPLETION. At its discretion, DOH may issue an extension. DOH's decision is final and not subject to the dispute clause.

If BORROWER does not meet the requirements of this Section, it is a material breach of CONTRACT, and DOH may terminate or suspend this CONTRACT immediately and for cause if DOH so desires.

4.11. PROJECT COMPLETION AMENDMENT AND THE PROJECT COMPLETION REPORT

The PROJECT Completion Amendment determines the final LOAN AMOUNT and LOAN TERM. When activities in the PROJECT are complete, BORROWER will start the process for the PROJECT Completion Amendment by sending DOH the PROJECT Completion Report. In the PROJECT Completion Report, BORROWER will provide the following information to DOH:

- A. A statement of the actual dollar amount spent, from all fund sources, to complete the PROJECT.
- B. A statement that all ELIGIBLE PROJECT COSTS have been incurred. Costs are incurred when goods and services are received and/or contracted work is performed.
- C. Evidence showing BORROWER'S compliance with financial the audit requirements of this CONTRACT.
- D. An invoice for the remaining ELIGIBLE PROJECT COSTS.
- E. Documentation of BORROWER's compliance with National Historic Preservation Act of 1966, 54 U.S.C. Subtitle III, Public Law 89-665, as amended (including, without limitation, by Public Law 96-515) (*NHPA* or *National Historic Preservation Act*).

4.12. LOAN PAYMENTS

BORROWER must begin repaying the LOAN no later than 1 year after the CONTRACT start date. Payments are due on the first day of the month(s) shown as the PAYMENT MONTH(S) in the Declarations. Payments are principal and interest accrued up to the PAYMENT MONTH(S).

BORROWER can repay in full the LOAN balance, including fees and repayment of LOAN FUNDS for ineligible project costs (if any), at any time or make accelerated payments without penalty. The final payment must be on or before the end of the LOAN TERM. Additionally, BORROWER must either have a dedicated general ledger account for the LOAN AMOUNT or a dedicated bank account for the LOAN AMOUNT to ensure that there is no co-mingling of the LOAN AMOUNT with other municipality resources.

4.13. LOAN DEFAULT

DOH must receive BORROWER'S payment within 30 calendar days of the due date. Late payments are delinquent and assessed a monthly penalty on the 1st day past the due date. The penalty will be at the rate set forth by DOH that accords with applicable law but which the parties agree and understand may be 1% of the late payment amount per month. Penalty and fees accrue interest at the rate stated as LOAN INTEREST in the Declarations.

DOH may notify any other entity, creditors, or potential creditors of BORROWER's delinquency. BORROWER is responsible for all attorney fees and costs incurred by DOH in any action taken to enforce its rights under this Section, including in any alternative dispute resolution proceeding.

4.14. LOAN SECURITY

"Loan Security" (*LOAN SECURITY*) is only required if identified in the Declarations. If LOAN SECURITY is required under the CONTRACT, then:

- (a) BORROWER will assist DOH in completing and filing all financing statements or other collateral documentation reasonably required by DOH; and
- (b) BORROWER will execute all assignments, security agreements, and financing statements necessary to establish, perfect, and maintain the security interests of DOH.

Nothing in this Section releases BORROWER from the obligation to make LOAN PAYMENTS when due, and to adjust rates, fees, or surcharges as necessary to meet its obligations under this CONTRACT.

Notwithstanding this, in its sole discretion and if allowed under the EPA regulations relevant to this Contract, DOH may subordinate its LOAN security to BORROWER's obligations under existing or future bonds and notes.

4.15. AMENDMENTS, MODIFICATIONS, ASSIGNMENTS, AND WAIVERS

Any amendments, modifications, assignments, and/or waivers to any of the terms and conditions of this CONTRACT supersede those terms as found in the original CONTRACT and will not be binding on the parties unless they are in writing and signed by representatives authorized to bind each of the parties. Only the authorized representative or their designee (where delegation is made prior to action) has the express, implied, or apparent

authority to enter into, alter, amend, assign, modify, or waive any terms, clauses, or conditions of this CONTRACT. Additionally, neither this CONTRACT nor any Claim arising under this CONTRACT, will be transferred or assigned by the BORROWER without prior written consent of DOH.

Neither this CONTRACT nor any Claim arising under it may be transferred or assigned by BORROWER without DOH's prior written consent. During the LOAN TERM, DOH must approve in advance, any change in ownership of the water system(s) improved with LOAN FUNDS. DOH may require the LOAN, including LOAN FEES and/or ineligible project costs (if any) be paid in full as a condition of approval.

Nothing in this CONTRACT (including, without limitation, terms, conditions, assurances, and certifications) may be waived and/or modified unless approved in writing and signed by an authorized representative of DOH. No waiver of any default or breach is implied from any failure to take action upon such default or breach if the default or breach persists or repeats. Waiver of any default or breach will not be deemed to be a waiver of any subsequent default or breach.

4.16. BUILD AMERICA, BUY AMERICA (IF APPLICABLE)

None of the LOAN FUNDS under this CONTRACT will be used for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel, manufactured products, and construction materials used in the project are produced in the United States including, without limitation, iron and steel, manufactured products, and construction materials in accordance with the Build America, Buy America, Pub. L. No. 117-58, §§ 70901-52 (**BABA**) Requirements and/or any successor legislation. BORROWER hereby represents and warrants to and for the benefit of DOH and any other funding authority and/or source that BORROWER understands this obligation and the requirements of BABA and will use the LOAN FUNDS in accordance with the requirements set forth in this Section.

Notwithstanding this, an authorized representative of DOH may waive this requirement in writing if:

- A. Compliance would be inconsistent with the public interest; or
- B. The particular products are not produced in the United States in sufficient and reasonably available quantities and are not of a satisfactory quality; or
- C. Inclusion of products produced in the United States will increase the cost of the overall project by more than 25%; or
- D. A waiver is approved by the Environmental Protection Agency (**EPA**).

BORROWER must submit any such waiver request to DOH, which will then submit the waiver request to EPA. The full text of the Build America, Buy America provision can be found under The Infrastructure Investment and Jobs Act (**IJA**), Pub. L. No. 117-58, which includes BABA,.

4.17. ATTORNEYS' FEES

Unless expressly permitted under another Section of the CONTRACT, each party agrees to bear its own attorneys' fees and costs for litigation or other action brought to enforce the CONTRACT terms and conditions.

4.18. PROHIBITION AGAINST PAYMENT OF BONUS AND COMMISSION

LOAN FUNDS provided under this CONTRACT will not be used in payment of any bonus or commission for the purpose of obtaining approval of the loan application or any other approval under this CONTRACT. This Section does not prohibit paying reasonable fees for *bona fide* technical consultants, managerial, or other such services, if payment is for ELIGIBLE PROJECT COSTS. For the avoidance of doubt, no actual solicitation costs can be paid for LOAN FUNDS received under this CONTRACT.

4.19. COMPLIANCE

BORROWER will comply with all applicable federal, state, and local laws, requirements, codes, regulations, policies, and ordinances of local and state and federal governments, as now or hereafter amended (including, without limitation, for the design, implementation, and administration) of the PROJECT and this CONTRACT, including, without limitation, those stated in the CONTRACT attachments. BORROWER will provide DOH with

documentation of compliance as soon as practicable if requested by DOH or its agents.

In the event of BORROWER's alleged or actual noncompliance with any part of this CONTRACT, DOH may suspend all or part of the CONTRACT, withhold payments, and/or prohibit BORROWER from incurring additional obligations of LOAN FUNDS during the investigation and pending corrective action by BORROWER, or a decision by DOH to terminate or suspend the CONTRACT.

4.20. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this Section includes:
- i. All material provided to the BORROWER by DOH that is designated as "confidential" by DOH; and
 - ii. All material produced by the BORROWER that is designated as "confidential" by DOH; and
 - iii. All Personal Information in the possession of the BORROWER that may not be disclosed under state or federal law.
- B. The BORROWER will comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The BORROWER will use Confidential Information solely for the purposes of this CONTRACT and will not use, share, transfer, sell, or disclose any Confidential Information to any third party except with the prior written consent of DOH or as may be required by law. The BORROWER will take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of Confidential Information or violation of any related state or federal laws. Upon request, the BORROWER will provide DOH with its policies and procedures on confidentiality. DOH may require changes to such policies and procedures as they apply to this CONTRACT whenever DOH reasonably determines that changes are necessary to prevent unauthorized disclosures. The BORROWER will make the changes within the time period specified by DOH. Upon request, the BORROWER will immediately return to DOH any Confidential Information that DOH reasonably determines has not been adequately protected by the BORROWER against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The BORROWER will notify DOH within 5 working days of BORROWER's discovery of any unauthorized use or disclosure of any confidential information and will take necessary steps to mitigate the harmful effects of such use or disclosure.

4.21. DISPUTES

Except as otherwise provided in this CONTRACT, when a dispute arises between the parties that cannot be solved by direct negotiation (**Dispute**), either party may request a Dispute hearing with the Director of the Office of Drinking Water (**Director**), who may designate a neutral person to decide the Dispute. The parties will be equally responsible for any reasonable costs and fees incurred by the neutral person.

The request for a a Dispute hearing must:

- A. Be in writing;
- B. State the disputed issues;
- C. State the relative positions of the parties;
- D. State BORROWER's name, address, and CONTRACT number involved in or related to the Dispute;
- E. Provide contact information for the requester's representative; and
- F. Be mailed to the Director and the other party's (**Respondent's**) Contract Manager within 3 working days after the parties agree that they cannot resolve the Dispute.

The Respondent will send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within 5 working days.

In the alternative, the parties can agree to submit a mutual request to the Director, which should include each party's response to the other party's characterization of the Dispute.

The Director or Director's designee will review the written statements and reply in writing to both parties within 10 working days. The Director or Director's designee may extend this period if necessary by notifying the parties. The decision on the dispute is non-binding and will not be admissible in any succeeding judicial or quasi-judicial proceeding.

This non-binding Dispute process must precede any action in a judicial or quasi-judicial tribunal. Nothing in this CONTRACT limits the parties from using any mutually acceptable alternate dispute resolution (**ADR**) method in

addition to or instead of the Dispute hearing procedure outlined above.

4.22. ELIGIBLE PROJECT COSTS

BORROWER will comply with all obligations set forth under this CONTRACT including, without limitation, Attachment VI-DWSRF Eligible Project Costs and is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its contractors and/or subcontractors.

The purchase of any land necessary for the PROJECT must be included in the PROJECT and be documented with an appraisal or equivalent market evaluation, if approved by DOH, and a valid purchase and sale agreement.

Construction expenses incurred after the date shown as earliest date for construction reimbursement in the Declarations are eligible for reimbursement. Requests for reimbursements for costs related to construction activities will not be accepted until BORROWER has met the following conditions:

- A.** Completed the State Environmental Review Process (SEPA Review under RCW 43.21C);
- B.** Complied with all provisions of the National Historic Preservation Act;
- C.** Complied with Prevailing Wage requirements;
- D.** Received approval from DOH of the PROJECT report and related construction documents for all applicable activities described in the PROJECT; and
- E.** Complied with any other LOAN conditions required by DOH.

For the avoidance of doubt, BORROWER cannot use LOAN FUNDS for any expenses charged by BORROWER against any other contract, subcontract, or source of funds.

If DOH reimburses BORROWER for costs that are later determined by DOH to be ineligible, BORROWER must repay these funds to DOH no later than when the BORROWER returns the PROJECT Completion Amendment to DOH. Prior to final completion, DOH may withhold payment for such costs as allowed under Section 4.36 (Recapture). Any such repayment may be subject to interest on any remaining balance, at the rate determined by state regulations and as allowed under state and federal law.

4.23. FALSE, INCORRECT, OR INCOMPLETE INFORMATION OR CLAIM

BORROWER warrants that BORROWER has not and will not submit to DOH any information that is false, incorrect, or incomplete. BORROWER understands and agrees that providing false, fictitious, or misleading information to a state agency or otherwise receiving and attesting to PROGRAM benefits that you are not entitled to is a violation of applicable state law. Such violations may be a criminal violation under state law, including, without limitation, RCW 9A.56.020 (Theft defined), RCW 9A.56.030 (Theft in the 1st degree), RCW 9A.56.040 (Theft in the 2nd degree), or other applicable statutes. Such violations for the receipt and disbursements of LOAN FUNDS may also result in civil penalties or administrative fines. The parties understand and agree that DOH may pursue all applicable remedies for violations by BORROWER under this Section.

4.24. FINANCIAL AUDIT

DOH may require BORROWER to obtain an audit of this PROJECT conforming to Generally Accepted Accounting Principles (**GAAP**) promulgated by the Financial Accounting Standards Board (**FASB**). BORROWER will maintain its records and accounts in accordance with GAAP and other applicable FASB requirements to facilitate any audit under this CONTRACT. BORROWER is responsible for correcting any audit findings. BORROWER is responsible for any audit findings incurred by its own organization and/or its contractors and/or subcontractors. DOH reserves the right to recover from BORROWER all disallowed costs and INELEGIBLE PROJECT COSTS resulting from an audit.

Audits must include a report on compliance, including an opinion (or disclaimer of opinion) about whether the BORROWER is in compliance with applicable law, regulations, and requirements of this CONTRACT. Any such audit report will also highlight any issues that could have a direct and material effect on DOH.

BORROWER will send a copy of any required audit per 2 CFR §200.512 to the DOH Contract Manager, no later than 9 months after the end of BORROWER's fiscal year. BORROWER must send any audit corrective action plan

for audit findings and a copy of the management letter, within 3 months of the audit report.

4.25. FRAUD AND OTHER LOSS REPORTING

BORROWER will report in writing all known or suspected fraud or other loss of any funds or other property furnished under this CONTRACT immediately or as soon as practicable to the DOH Representative identified on the Face Sheet.

4.26. GOVERNING LAW AND VENUE

This CONTRACT will be construed and interpreted according to the laws of the State of Washington, and the venue of any action brought under the CONTRACT will be in the Superior Court for Thurston County. If any provision of this CONTRACT violates any statute or rule of law of the State of Washington, it will be considered modified to conform to that statute or rule of law.

4.27. HISTORICAL AND CULTURAL REQUIREMENTS

BORROWER will not conduct or authorize destructive PROJECT planning activities before completing the requirements under Section 106 of the National Historic Preservation Act. BORROWER will not begin construction activities, ground disturbance, or excavation of any sort, until BORROWER has complied with all requirements of the NHPA.

If historical or cultural artifacts are discovered during the PROJECT, BORROWER will immediately stop construction and implement reasonable measures to protect the discovery site from further disturbance, take reasonable steps to ensure confidentiality of the discovery site, restrict access to the site, and notify the concerned tribe's cultural staff or committee, Tribal Historical Preservation Officer (*THPO*), DOH Contract Manager, and the State's Historical Preservation Officer (*SHPO*) at the Washington State Department of Archaeology and Historic Preservation (*DAHP*). If human remains are uncovered, BORROWER will report the presence and location of the remains to the local coroner and law enforcement immediately, then contact the concerned tribe's cultural staff or committee, DOH Contract Manager, and DAHP.

BORROWER is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural sites and artifacts and will hold harmless the State of Washington and DOH in relation to any claim related to historical or cultural sites discovered, disturbed, or damaged as a result of BORROWER'S and BORROWER's contractors' and/or subcontractors' activities.

BORROWER will include the requirements of this Section in all contracts for work or services related to the PROJECT. BORROWER will require that bid documents include an inadvertent discovery plan that meets the requirements of this Section.

4.28. INDEMNIFICATION

To the fullest extent permitted by law, BORROWER will indemnify, defend, and hold harmless DOH, the State of Washington, agencies of the State, and all officials, agents, employees, and representatives of the State, from and against all Claims arising out of or incident to BORROWER'S or any BORROWER'S contractors' and/or subcontractors' performance or failure to perform the CONTRACT (including, without limitation, injury or death).

BORROWER'S obligation to indemnify, defend, and hold harmless includes any Claim by any and all of BORROWER's agents, employees, representatives, and/or subcontractor(s) (and their agents, employees, and representatives, to the extent that BORROWER is using any contractor and/or subcontractor for the Project). For the avoidance of doubt, BORROWER's obligations under this Section will not be eliminated or reduced by any actual or alleged concurrent negligence of DOH, the State of Washington, agencies of the State, or any of their officials, agents, employees, and/or representatives.

BORROWER'S obligation to indemnify, defend, and hold harmless DOH and the State of Washington includes any Claim by BORROWER'S agents, employees, officers, contractors, subcontractors, and/or contractor or subcontractor employees. Notwithstanding this, the BORROWER's obligations will not include such Claims that may be caused by the sole negligence of the State and its agencies, officers, officials, agents, and/or employees.

BORROWER waives immunity under RCW 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officers, officials agents, and/or employees.

4.29. INDEPENDENT CAPACITY OF THE BORROWER

The parties intend that an independent contractor relationship will be created by this CONTRACT. The BORROWER and its employees, officers, representatives, and/or agents performing under this CONTRACT are not employees or agents of the State of Washington or DOH. The BORROWER will not hold itself out as or claim to be an officer or employee of DOH or of the State of Washington by reason hereof nor will the BORROWER make any claim of right, privilege, or benefit which would accrue to such officer or employee under law. Conduct and control of the work associated with the PROJECT will be solely with the BORROWER.

4.30. INTERNAL CONTROLS

BORROWER must designate one person as fiscal coordinator of the LOAN. BORROWER must maintain effective internal controls and comply with standards adopted by FASB.

4.31. INSURANCE COVERAGE REQUIREMENTS

A. Insurance Requirements for Reimbursable Activities

The BORROWER will have insurance coverage that is substantially similar to the coverage described in Section 4.28(B) below for all periods in which BORROWER performed work for which it will seek reimbursement. The intent of the required insurance is to protect the State of Washington should there be any Claims, suits, actions, costs, damages, or expenses arising from any loss or negligent or intentional act or omission of the BORROWER or contractor and/or subcontractor, or agents of any of them, while performing under the terms of this CONTRACT.

B. Additional Insurance Requirements During the Term of the CONTRACT

i. The BORROWER shall provide proof to DOH of insurance coverage that shall be maintained in full force and effect, as indicated below, and shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section:

a. **Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of or related to this CONTRACT but in no less than \$1,000,000 per occurrence. Additionally, the BORROWER is responsible for ensuring that any subcontractor provide adequate insurance coverage for the activities arising out of or related to subcontracts (if any). Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this CONTRACT and throughout the Commitment Period.

b. **Property Insurance.** The BORROWER shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

1. Loss or damage by fire and such other risks;
2. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
3. Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or building on the premises.

This property insurance coverage must be maintained in full force and effect throughout the term of this CONTRACT and the Commitment Period.

c. **Professional Liability, Errors, and Omissions Insurance.** If BORROWER will be providing any professional services to be reimbursed under this CONTRACT, the BORROWER shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the BORROWER and licensed staff employed or under contract to the BORROWER. The State of Washington, the Department of Health, its agents, officers, and employees need not be named as additional insureds under this policy. This insurance must be maintained throughout the term of the CONTRACT and Commitment Period. BORROWER will require that any subcontractors providing professional services that are reimbursable under this CONTRACT maintain Professional Liability or Errors and Omissions Insurance at the coverage levels set forth in this subsection.

d. **Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the BORROWER for the purpose of receiving or depositing funds into program accounts or issuing financial

documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss where:

1. The amount of fidelity coverage secured pursuant to this CONTRACT shall be \$2,000,000 or the highest of planned reimbursement for the CONTRACT period, whichever is lower. Fidelity insurance secured pursuant to this paragraph shall name the State of Washington, the Department of Health, its agents, officers, and employees as beneficiary.

2. Subcontractors that receive \$10,000 or more per year in funding through this CONTRACT shall secure fidelity insurance as noted above. Fidelity insurance secured by subcontractors pursuant to this paragraph shall name the BORROWER and the BORROWER's fiscal agent (if any) as beneficiary.

3. Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this CONTRACT until BORROWER has submitted a Closeout Certification Form, subject to the following: Fidelity Insurance must be issued on either (a) a "loss sustained" basis; or (b) if issued on a "loss-discovered" basis, provide coverage for at least 6 months following the date of BORROWER's receipt of the Closeout Certification Form.

4. Fidelity Insurance for Organizations with No Employees.

The requirement for fidelity insurance described in that term is hereby waived as long as the BORROWER does not have any employees (including, but not limited to, volunteers, work-study placements, and interns).

- ii. The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except as otherwise set forth in this Section, each insurance policy shall name "the State of Washington, the Department of Health, and their agents, officers, and employees" as additional insureds on all policies. All policies shall be primary to any other valid and collectable insurance. The BORROWER shall instruct the insurers to give DOH 30 calendar days' advance notice of any insurance cancellation or modification.
- iii. The BORROWER shall submit to DOH within 15 calendar days of the CONTRACT start date, a certificate of insurance which outlines the coverage and limits defined in this Section including, without limitation, the type of insurance coverage under the policy, the designated beneficiary, who is covered, the amounts, the period of coverage, and that DOH will be provided 30 days' advance written notice of cancellation. During the term of the CONTRACT, the BORROWER shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section. Additionally, BORROWER shall provide copies of insurance instruments or certifications, at DOH's request and until 6 months after DOH has received a Closeout Certification Form from BORROWER. Copies of such insurance instruments and certifications will be provided within 15 calendar days of DOH's request unless otherwise agreed to by the parties.

iv. BORROWER and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from DOH, the BORROWER may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from DOH, the BORROWER will provide: (1) a description of its self-insurance program and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with GAAP and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) FASB, and 3) the Washington State Auditor's annual instructions for financial reporting. BORROWER's participating in joint risk pools will maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The State of Washington, the Department of Health, and their agents, officers, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

BORROWER will provide annually to DOH a summary of coverages and a letter of self-insurance, evidencing continued coverage under BORROWER's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this CONTRACT.

4.32. INDUSTRIAL INSURANCE COVERAGE

In addition to the requirements set forth in Section 4.[31] (Insurance Coverage Requirements) above, BORROWER understands and agrees that BORROWER and its contractors and/or subcontractors (if any) will comply with the applicable parts of RCW 51 RCW (Industrial Insurance). If BORROWER and/or any of its contractors and/or subcontractors (if any) fail to provide industrial insurance coverage or fail to pay premiums or penalties on behalf of its employees as required by law, DOH may collect from BORROWER the full amount payable to the Industrial Insurance Accident Fund. DOH may deduct the amount owed by BORROWER and/or any of its contractors (if any) to the accident fund from the amount payable to BORROWER by DOH under this CONTRACT and transmit the deducted amount to the Washington State Department of Labor and Industries (**L&I**) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the BORROWER and/or any of its contractors (if any).

4.33. LAWS

The BORROWER will comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

4.34. LICENSING, ACCREDITATION, AND REGISTRATION

The BORROWER will comply with all applicable local, state, and federal licensing, accreditation, and registration requirements or standards necessary for the performance of this CONTRACT.

4.35. LITIGATION

BORROWER warrants that there is no threatened or pending litigation, investigation, or legal action before any court, arbitrator, or administrative agency that, if adversely determined against BORROWER, would have a materially adverse effect on BORROWER's ability to repay the LOAN AMOUNT. BORROWER agrees to promptly notify DOH if any above-referenced actions become known to BORROWER during the pendency of the CONTRACT.

4.36. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

A. During the performance of this CONTRACT, the BORROWER, including any contractor and/or subcontractor, will comply with all federal, state, and local nondiscrimination laws, regulations, and policies including, without limitation, not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, BORROWER, including any contractor and/or subcontractor, will give written notice of this nondiscrimination requirement to any labor organizations with which BORROWER, or contractor and/or subcontractor, has a collective bargaining or other agreement. The LOAN FUNDS will not be used to fund religious worship, exercise, or instruction. No person will be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this CONTRACT.

B. **Obligation to Cooperate.** BORROWER, including any contractor and/or subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that BORROWER, including any contractor and/or subcontractor, has engaged in discrimination prohibited by this CONTRACT pursuant to RCW 49.60.530(3).

C. **Default.** Notwithstanding any provision to the contrary, DOH may suspend BORROWER, including any contractor and/or subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this CONTRACT, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until DOH receives notification that BORROWER, including any contractor and/or subcontractor, is cooperating with the investigating state agency. In the event BORROWER, or contractor and/or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DOH may terminate this CONTRACT in whole or in part, and BORROWER, contractor, subcontractor, or any or all, may be referred for debarment as provided in RCW 39.26.200. BORROWER or contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement. Failure by BORROWER to carry out these requirements is a material breach of this CONTRACT and subject to termination for cause.

4.37. PAY EQUITY

The BORROWER will ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. BORROWER may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels; and/or
 - ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: (a) consistent with business necessity; (b) not based on or derived from a gender-based differential; and (c) accounts for the entire differential; and/or
 - iii. A bona fide regional difference in compensation level must be: (a) Consistent with business necessity; (b) not based on or derived from a gender-based differential; and (c) account for the entire differential.

This CONTRACT may be terminated by DOH, if DOH or the Department of Enterprise Services determines that the BORROWER is not in compliance with this Section.

4.38. POLITICAL ACTIVITIES

Political activity of BORROWER employees and officers are limited by the Campaign Disclosure and Contribution provisions of RCW 42.17a and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

4.39. PREVAILING WAGE

BORROWER will assure that all contractors and subcontractors performing work funded through this CONTRACT comply with prevailing wage laws by paying the higher of state or federal prevailing wages. BORROWER is legally and financially responsible for compliance with the prevailing wage requirements. The BORROWER certifies that all contractors and subcontractors performing work on the Project shall comply with State Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this CONTRACT, including, but not limited to, the filing of the “Statement of Intent to Pay Prevailing Wages” and “Affidavit of Wages Paid” as required by RCW 39.12.040. The BORROWER shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for DOH’s review upon request. BORROWER is advised to consult the United States Department of Labor and/or the Industrial Statistician at the Washington State Department of Labor and Industries to determine whether and what federal and state prevailing wages must be paid. DOH is not responsible for determining whether or what prevailing wage applies to this Project and/or for any prevailing wage payments that may be required by law.

4.40. PROCUREMENT

BORROWER will comply with all procurement policies, procedures, and requirements for contracting and/or subcontracting for the PROJECT and for obtaining PROJECT-related goods and services funded through this CONTRACT. BORROWER and its contractors and/or subcontractors must receive approval from DOH before entering into any sole source contract or contract where only one bid or proposal was received if the value of the contract is likely to exceed \$5,000. BORROWER’S request for DOH approval must include a copy of the proposed contract(s), all related procurement documents, and justification for non-competitive procurement.

BORROWER will ensure that all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in the PROJECT will insert in full, in any contract, the labor standards provisions in Attachment VIII-Labor Standard Provisions for Subrecipients That Are Governmental Entities.

BORROWER will maintain records to verify compliance with procurement requirements, including, without limitation, identifying the procurement method used, the reason for selecting the contractor, the rationale used for selecting the contract type, the reason(s) for selecting and rejecting bidders or qualified firms, and the basis for the contract cost or price.

4.41. PROHIBITION STATEMENT

Per Section 106 of the federal Trafficking Victims Protection Act, BORROWER`s contractors, subcontractors, engineers, vendors, and any other entity performing work funded by this CONTRACT must comply with and include the following terms and conditions in all contracts for work or services for the PROJECT.

“All forms of trafficking in persons, illegal sex trade, or forced labor practices are prohibited in the performance of this award or subawards under the award, or in any manner during the period of time that the award is in effect. This prohibition applies to you as the recipient, your employees, subrecipients under this award, and subrecipients’ employees.”

4.42. PROJECT SIGNS

If BORROWER displays, during the TIME OF PERFORMANCE, any signs or markers identifying parties that are providing funds for the PROJECT, BORROWER must include the Washington State Department of Health Drinking Water State Revolving Fund and the Washington State Department of Health as participants in the PROJECT.

4.43. PUBLIC RECORDS ACT

Notwithstanding General Terms and Conditions Section [4.20] (Confidentiality/Safeguarding of Information), DOH is a public agency subject to the Public Records Act, RCW 42.56 (PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by DOH or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an “other statute” exempts such records from production. This CONTRACT is not intended to alter DOH’s obligations under the PRA. The parties agree that if DOH receives a public records request for files that may include confidential information under Section [4.20] (Confidentiality/Safeguarding of Information), DOH may notify the other party of the request and of the date that the records will be released to the requester unless BORROWER obtains a court order enjoining disclosure. If the BORROWER fails to obtain the court order enjoining disclosure, DOH may release the requested information on the date specified. If the BORROWER obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, DOH will maintain the confidentiality of the information per the court order.

4.44. PUBLICITY

BORROWER agrees not to publish or use any advertising or publicity materials in which the State of Washington or DOH’s name is mentioned, or language used from which the connection with the State of Washington’s or DOH’s name may reasonably be inferred or implied, without the prior written consent of DOH.

4.45. RATES AND RESERVES

BORROWER will maintain reserves at a minimum as required by the Water System Plan or Small Water System Management Plan. BORROWER will timely adopt rate increases and/or capital assessments for the system’s services to provide sufficient funds, along with other revenues of the system, to pay all operating expenses and debt repayments during the LOAN TERM.

4.46. RECAPTURE

In the event that the BORROWER fails to perform this CONTRACT in accordance with state or federal laws, and/or the provisions of this CONTRACT, DOH reserves the right to recapture LOAN FUNDS from BORROWER in an amount to compensate DOH for BORROWER’s noncompliance with any part of this CONTRACT, in addition to any other remedies available under the CONTRACT, at law, or in equity. DOH may withhold LOAN FUNDS from BORROWER to recapture such funds. DOH’s ability to recapture or seek remedies shall survive any receipt of a Closeout Certification Form or termination of this CONTRACT.

4.47. RECORDKEEPING AND ACCESS TO RECORDS

The BORROWER will maintain books, records, documents, data, and other evidence relating to this CONTRACT and performance of the services described herein, including, but not limited to, accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this CONTRACT.

DOH, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement (and any of their agents) will have full access and the right to examine, copy, excerpt, or transcribe, at no additional cost and at all reasonable times, any pertinent documents, papers, records, and books (including, without limitation,

materials generated under the CONTRACT) of BORROWER and of persons, firms, or organizations with which BORROWER may contract, involving transactions related to this CONTRACT. BORROWER agrees to keep complete records of its compliance with this CONTRACT for a period of 6 years from the date that the debt to DOH is paid in full. This includes, but is not limited to, financial reports.

If any litigation, Claim, or audit is started before the expiration of the 6 year period, BORROWER must keep the records until all litigation, Claims, or audit findings involving the records have been resolved. These records retention requirements are in addition to the local government records retention schedules applicable to the BORROWER.

4.48. REDUCTION IN FUNDS

In the event that funds appropriated for the Project contemplated under this CONTRACT are withdrawn, reduced, or limited in any way by any funding source (including, without limitation, the federal government) during the CONTRACT period, the parties understand and agree that DOH may suspend, amend, or terminate the CONTRACT to abide by the revised funding limitations. The parties understand and agree that BORROWER will be bound by any such revised funding limitations as implemented at the discretion of DOH and, if and as requested by DOH, will meet and renegotiate the CONTRACT accordingly.

4.49. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)

BORROWER must comply with 48 CFR 52.204-7 to register with the System for Awards Management (SAM.gov). BORROWER is responsible for the accuracy and completeness of its data in the SAM database and any liability resulting from the federal government or DOH reliance on inaccurate or incomplete data in it. BORROWER must remain registered in the SAM database. BORROWER should annually review its information in SAM to ensure it is accurate and complete.

4.50. RIGHT OF INSPECTION

At no additional cost, the BORROWER will provide right of access to its facilities to DOH, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this CONTRACT. At no additional cost, the BORROWER will also provide any documents related to this CONTRACT to DOH upon request to assist DOH in the periodic monitoring of this CONTRACT.

4.51. SEVERABILITY

The provisions of this CONTRACT are intended to be severable. If any part of this CONTRACT or part of any document incorporated by reference is found to be illegal or invalid for any reason whatsoever, it will not affect the legality or validity of the remainder of the CONTRACT. For the avoidance of doubt, other parts of this CONTRACT that can be given effect without the illegal or invalid part will remain in full force and effect.

4.52. SITE SECURITY

While on DOH premises, BORROWER, its agents, employees, and/or subcontractors will conform in all respects with physical, fire, and other security policies or regulations.

4.53. STATE PUBLIC WORKS

For work done at the cost of the State, BORROWER must comply with public works statutes RCW 39.04 and RCW 39.10, apprenticeship requirements, and the State and local building codes, as applicable. If BORROWER has questions about compliance, BORROWER will need to visit the Washington State Department of Labor & Industries Public Works Projects website for more information.

4.54. SUBCONTRACTING

- A. Prior to awarding contracts and/or subcontracts, BORROWER must verify that the complete names of both the selected contractor and the owner or president are not in the Federal Excluded Parties List System for Ineligible Professionals and Debarred Contractors (www.SAM.gov). BORROWER must provide the DOH Contract Manager with a screen printout documenting that neither the firm, the owner or the president are excluded.
- B. BORROWER will execute binding written agreements with all contractors and subcontractors that will perform work under this CONTRACT.

- C. BORROWER will ensure that every contract and subcontract awarded for the PROJECT after the CONTRACT start date will bind the parties to follow all applicable terms of this CONTRACT.
- D. BORROWER will ensure that any and all contractors and subcontractors that perform work related to this Project are duly authorized and licensed in Washington State to perform the work contemplated by this CONTRACT.
- E. Neither the BORROWER nor any contractor or subcontractor shall enter into contracts or subcontracts for any of the work associated with the Project contemplated under this CONTRACT without obtaining prior written approval of DOH. In no event will the existence of the contract or subcontract operate to release or reduce the liability of the BORROWER to DOH for any breach in the performance of the BORROWER's duties. This clause does not include grants of employment between the BORROWER and personnel assigned to perform work associated with the Project under this CONTRACT.
- F. BORROWER is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this CONTRACT are carried forward to any contracts and/or subcontracts and that BORROWER is responsible for any noncompliance by its contractors and/or subcontractors for work performed on the Project. Every contract and/or subcontract will include a term that DOH and the State of Washington are not liable for Claims or damages arising from a contractor's and/or subcontractor's performance of such contract or subcontract. BORROWER and its contractors and/or subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons personal information without the express written consent of DOH or as provided by applicable law. For the avoidance of doubt, BORROWER's contracts or subcontracts will not release or reduce the BORROWER's liability to DOH for any breach in the performance of BORROWER's duties. Also for the avoidance of doubt, BORROWER's contracts and subcontracts will include a term that the State of Washington and DOH are not liable for claims or damages arising from a contractor and/or subcontractor's performance or lack thereof.
- G. Data Collection - BORROWER will submit reports, in a form and format to be provided by DOH and at intervals as agreed by the parties, regarding work under this CONTRACT performed by contractors and/or subcontractors and the portion of LOAN FUNDS expended for work performed by contractors and/or subcontractors.
- H. The BORROWER will maintain written procedures related to contractors and/or subcontractors as well as copies of all contracts and/or subcontracts and associated records. For cause, DOH in writing may: (a) require that the BORROWER amend its procedures for contracts and/or subcontractors as they relate to this CONTRACT; (b) prohibit the BORROWER from hiring contractors and/or subcontractors with a particular person or entity; or (c) require that the BORROWER rescind or amend a contract or subcontract.
- I. The BORROWER is responsible to DOH if the contractor and/or subcontractor fails to comply with any applicable term or condition of this CONTRACT. The BORROWER will appropriately monitor the activities of the contractor and/or subcontractor to assure fiscal conditions of this CONTRACT. In no event will the existence of a contract and/or subcontract operate to release or reduce the liability of the BORROWER to DOH for any breach in the performance of the BORROWER's duties.

4.55. SURVIVAL

The terms, conditions, and warranties contained in this CONTRACT that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this CONTRACT shall so survive including, without limitation, any Recapture provision in this CONTRACT.

4.56. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the BORROWER's income or gross receipts, and/or any other taxes, insurance, or expenses for the BORROWER or its staff shall be the sole responsibility of the BORROWER.

4.57. TERMINATION FOR CAUSE

If DOH determines that BORROWER has failed to comply with the terms and conditions of this CONTRACT in a timely manner, DOH may, at its sole discretion, upon notice to BORROWER, terminate or suspend the CONTRACT in whole or in part.

The notice will be in writing and state the reason(s) for termination or suspension, and the effective date. The effective date will be determined by DOH. The notice will allow BORROWER at least 30 business days to cure the breach, if curable. If the breach is not cured or cannot be cured within 30 business days, the outstanding balance of the LOAN, with any interest accrued and other costs as authorized by the CONTRACT shall be due and payable to DOH.

If DOH terminates or suspends this CONTRACT under this Section, DOH is only liable for payment required under the terms and conditions of this CONTRACT for ELIGIBLE PROJECT COSTS incurred prior to the effective date of termination. If DOH terminates or suspends this CONTRACT under this Section, the BORROWER will be liable for damages as authorized by law including, without limitation, any cost difference between the original CONTRACT and the replacement or cover CONTRACT and all administrative costs directly related to the replacement CONTRACT (e.g., cost of the competitive bidding, mailing, advertising and staff time). Notwithstanding this, DOH reserves the right to suspend all or part of the CONTRACT, withhold further payments, or prohibit the BORROWER from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the BORROWER or a decision by DOH to terminate the CONTRACT.

At DOH's sole discretion, the termination for cause may be deemed a "Termination or Suspension for Convenience" under Section [4.53] if DOH determines that the BORROWER was not in default or if any default or failure to perform under this CONTRACT was outside BORROWER's control, fault, or negligence. The rights and remedies of DOH provided in this CONTRACT are not exclusive and are in addition to any other rights and remedies provided under applicable law. Nothing in this Section affects BORROWER's obligations to immediately repay the unpaid balance of the LOAN AMOUNT as prescribed in the Washington Administrative Code (**WAC**) 246-296-150.

4.58. TERMINATION FOR FRAUD

In the event that the BORROWER commits fraud or makes any misrepresentation in connection with the loan application or during the performance of this CONTRACT, DOH reserves the right to terminate or amend this CONTRACT accordingly, including the right to recapture all funds disbursed to the BORROWER under the CONTRACT.

4.59. TERMINATION OR SUSPENSION FOR CONVENIENCE

If funding or appropriation from state, federal, or other sources is withdrawn, reduced, or limited in any way during the TIME OF PERFORMANCE, DOH may:

- A.** Delay or suspend releasing LOAN FUNDS until funding or appropriation are available to DOH; or
- B.** Amend the CONTRACT to reflect the new funding limitations and conditions; or
- C.** Terminate the CONTRACT and/or its attached agreements, in whole or in part; or
- D.** Suspend the CONTRACT and/or its attached agreements, in whole or in part.

If DOH terminates the CONTRACT under this Section, DOH will notify BORROWER's representative in writing of the reason(s) for termination, and the effective date. Termination of the CONTRACT will be effective as of the date determined by DOH.

DOH may choose to suspend this CONTRACT, in whole or in part, if DOH determines that the funding insufficiency will likely be resolved in time for BORROWER to resume activities prior to the end of the TIME OF PERFORMANCE. DOH will notify BORROWER's representative by email of the reason(s) for suspension, and the effective date. DOH will determine the effective date. BORROWER must suspend performance on the effective date of the suspension. During the period of suspension, each party must notify the other party's representative of any conditions that may reasonably affect its ability to resume performance.

During the suspension, when DOH determines that the funding insufficiency is resolved, DOH may notify BORROWER's representative of the proposed date to resume performance. BORROWER must respond to DOH's representative in writing, within 5 business days of DOH sending notice, as to whether it can resume performance on that date or offer an alternative date to resume performance. If BORROWER cannot resume performance or the alternative date is not acceptable to DOH, the parties agree the CONTRACT will be deemed terminated for convenience, retroactive to the original date of suspension.

If DOH terminates or suspends this CONTRACT, DOH will be liable only for payment required under the terms of this CONTRACT for ELIGIBLE PROJECT COSTS for services rendered or goods received that were incurred prior to the effective date of suspension or termination, and payment for any work done on the CONTRACT prior to the loss of funding will be done in accordance with the requirements of the funding source. Nothing in this Section shall affect BORROWER's obligations to repay the unpaid balance of the LOAN. Nothing in this Section affects BORROWER's obligation to repay the LOAN, including fees and other expenses as allowed by the CONTRACT. For the avoidance of doubt, should funding from any funding source (including, without limitation, federal funding) that supports this CONTRACT be withdrawn, reduced, or limited in any way after the effective date of this CONTRACT and prior to normal completion of the Project, DOH (at its sole discretion) may terminate the CONTRACT without any notice requirement and/or may amend the CONTRACT to reflect the new funding limitations and conditions. Also, for the avoidance of doubt, should funding from any funding source (including, without limitation, federal funding) that supports this CONTRACT be terminated, this CONTRACT and all obligations, including payment for work done under this CONTRACT, will be terminated without the 10-calendar day notice requirement and instead as of the date of the termination of the funding source.

4.60. TERMINATION PROCEDURES

When BORROWER receives Notice of Termination or on the date a suspension is converted to a termination, except as otherwise directed by DOH, BORROWER will:

- A.** Stop work under the CONTRACT on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subcontracts for materials, services, or facilities related to the CONTRACT except as may be necessary for completion of such portion of the work under the CONTRACT that is not terminated;
- C.** Assign to DOH, in the manner, at the times, and to the extent directed by the Authorized Representative, any or all of the rights, title, and interest of BORROWER under the orders and subcontracts so terminated, in which case DOH has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by BORROWER to settle such claims must have the prior written approval of DOH;
- D.** Settle all outstanding liabilities and all Claims arising out of such termination of orders and subcontracts, with the approval or ratification of the DOH Authorized Representative to the extent the DOH Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E.** Complete performance of such part of the work associated with the Project as shall not have been terminated by the DOH Authorized Representative;
- F.** Take such action as may be necessary, or as the DOH Authorized Representative may direct, for the protection and preservation of the property related to this CONTRACT, which is in the possession of the BORROWER and in which DOH has or may acquire an interest; and
- G.** Preserve and transfer title to DOH and delivery in the manner, at the times, and to the extent directed by the DOH Authorized Representative of any property that if the CONTRACT had been completed would have been required to be furnished to DOH (including, without limitation, materials, CONTRACT deliverables, and/or DOH property in BORROWER's possession) as directed by DOH.

Upon termination of this CONTRACT, DOH will pay BORROWER for amounts due under the CONTRACT prior to the date of termination unless such payment is precluded under any other provision of this CONTRACT. DOH may withhold any amount due as DOH reasonably determines is necessary to protect DOH against potential loss or liability resulting from the termination. DOH will pay any withheld amount to BORROWER if DOH later determines that loss or liability will not occur. Notwithstanding this, the parties understand and agree that failure of BORROWER to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this CONTRACT. DOH may withhold from any amounts due the BORROWER for such sum as the DOH Authorized Representative determines to be necessary to protect DOH against potential loss or liability.

Upon termination of this CONTRACT, DOH, in addition to any other rights provided in this CONTRACT, may require the BORROWER to deliver to DOH any property specifically produced or acquired for the performance of such part

of this CONTRACT as has been terminated. The rights and remedies of DOH provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

4.61. WORK HOURS AND SAFETY STANDARDS

If this CONTRACT exceeds \$100,000, BORROWER must comply with the applicable Contract Work Hours and Safety Standards Act (40 USC Chapter 37). These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4.62. ACCESS TO DATA

In compliance with RCW 39.26.180, the BORROWER will provide access to data generated under this CONTRACT to DOH, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the BORROWER's reports, including computer models and the methodology for those models.

4.63. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this CONTRACT shall be made by DOH.

4.64. ALLOWABLE COSTS

Costs allowable under this CONTRACT are actual expenditures according to an approved budget up to the maximum amount stated on the CONTRACT Award or Amendment Face Sheet.

4.65. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35 ALLOWABLE COSTS

The BORROWER will comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4.66. BREACHES OF OTHER STATE CONTRACTS

BORROWER will comply with all other contracts and grant agreements executed between BORROWER and the State of Washington. A breach of any other contract or grant agreement entered into between BORROWER and the State of Washington may, in DOH's sole discretion, be deemed a breach of this CONTRACT.

4.67. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building department and/or DOH.

4.68. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, DOH may, in its sole discretion, by written notice to the BORROWER terminate this CONTRACT if it is found after due notice and examination by DOH that there is a violation of the Ethics in Public Service Act, RCW 42.52 and RCW 42.23, or any similar statute involving the BORROWER in the procurement of, or performance under, this CONTRACT.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. The BORROWER and all subcontractors (if any) will identify any person employed in any capacity by the State of Washington that worked on this CONTRACT, or any matter related to the Project funded under this CONTRACT or any other state funded project, including, but not limited to, formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this CONTRACT. Any person identified by the BORROWER and their subcontractors (if any) must be identified individually by

name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by DOH that a conflict of interest exists, the BORROWER may be disqualified from further consideration for the award of a grant.

In the event this CONTRACT is terminated as provided above, DOH will be entitled to pursue the same remedies against the BORROWER as it could pursue in the event of a breach of the CONTRACT by the BORROWER. The rights and remedies of DOH provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which DOH makes any determination under this clause will be an issue and may be reviewed as provided in Section 4.21 (Disputes) of this CONTRACT.

4.69. DUPLICATE PAYMENT

DOH will not pay the BORROWER, if the BORROWER has charged or will charge the State of Washington or any other party under any other grant, subcontract, contract, or agreement, for the same services or expenses. The BORROWER certifies that work to be performed under this CONTRACT does not duplicate any work to be charged against any other grant, subcontract, contract, or agreement.

ATTACHMENT I: SCOPE OF WORK (PROJECT)

DWSRF PROGRAM CONSTRUCTION LOAN CONTRACT INFORMATION

APPLICATION #2024-4361, CITY OF SELAH, WELL NO. 9 EQUIPPING

DWSRF Scope of Work Form:

Scope of Work:

Project to include:

1. Submit project report and construction documents to DOH EPH ODW Operations ODWOperations@doh.wa.gov for review and approval. Submit approval letter.
2. Submit bid documents to DOH EPH ODW Operations ODWOperations@doh.wa.gov for review and approval. Submit approval letter.
3. Submit SEPA determination to Cultural and Environmental Program Specialist.
4. Complete cultural and historical review process. Submit finalization letter.
5. Construct a 600 square foot well house and install well pump, motor, piping, valves, source meter, appurtenances, electrical, and controls.
6. Complete site improvements including grading, drainage, surfacing, and fencing with gates.
7. Submit completed Construction Completion Report to DOH EPH ODW Operations ODWOperations@doh.wa.gov.

In addition to costs of construction, costs may include (but are not limited to): engineering, design, construction inspection, hydrogeologic assessment, permits, public involvement, preparation of bid documents, fees, taxes, legal, administrative and audit.

APPLICATION #2024-4361, CITY OF SELAH, WELL NO. 9 EQUIPPING

Project Costs by Cost Category:

COST CATEGORY	CURRENT ESTIMATES
Engineering Report (Preliminary Engineering)	\$0
Environmental Review	\$0
Historical Review/Cultural Review	\$0
Land/ROW Acquisition	\$0
Permits	\$0
Public Involvement/Information	\$0
Bid Documents (Design Engineering)	\$0
Construction: Estimated Cost. Provide details on following pages.	\$1,047,455
Contingency: (10% min, 20% max)	\$104,745
DOH Review/Approval Fees:	\$5,000
Sales or Use Taxes	\$0
Construction Engineering/Inspection	\$416,900
Insurance:	\$0
Audit:	\$0
Legal:	\$0
Service Meters (Purchase and Installation)	\$0
Other:	\$0
TOTAL ESTIMATED PROJECT COSTS (before Loan Fee)	\$1,574,100
DWSRF Loan Origination Fee (1%)	\$0
DWSRF Loan Award	\$1,574,100

APPLICATION #2024-4361, CITY OF SELAH, WELL NO. 9 EQUIPPING

Project Funding:

TYPE OF FUNDING	SOURCE	CURRENT STATUS
Grants and Other Non-Matching Funds		
Grant #1		\$
Grant #2		\$
Other Grants		\$
New Grants		\$
Total Grants and Other Non-Matching Funds		\$
Loans		
<i>This Loan Request</i>	DWSRF loan (DWL31520-0)	\$1,574,100
Other Loan #1		\$
Other Loan #2		\$
Other Loans		\$
New Loans		\$
Total Loans		\$
Local Revenue		
Source #1		\$
Source #2		\$
Other Local Revenue		\$
New Local Revenue		\$
Total Local Revenue		\$
Other Funds		
Other Funds		\$
Other Funds		\$
Total Other Funds		\$
TOTAL PROJECT FUNDING		\$1,574,100

ATTACHMENT II: ATTORNEY'S CERTIFICATION

DRINKING WATER STATE REVOLVING FUND (MUNICIPAL)

I, _____, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of BORROWER identified in the Declarations of the CONTRACT identified above; and

I have also examined any and all documents and records, which are pertinent to the CONTRACT, including, without limitation, the application requesting this LOAN.

Based on the foregoing, it is my opinion that:

1. BORROWER is a public body, properly constituted and operating under the laws of the State of Washington, in good standing with the Washington Secretary of State, empowered to receive and expend federal, state, and local funds, to contract with the State of Washington, and to receive and expend the LOAN AMOUNT to accomplish the objectives set forth in the CONTRACT and to complete the PROJECT.
2. BORROWER is empowered to accept the Drinking Water State Revolving Fund financial assistance and to provide for repayment of the LOAN as set forth in the CONTRACT.
3. There is currently no litigation in existence or foreseeable seeking to enjoin the commencement or completion of the PROJECT or to enjoin BORROWER from repaying the Drinking Water State Revolving Fund LOAN extended by DOH with respect to such PROJECT. BORROWER is not a party to litigation, which will materially affect its ability to repay such LOAN on the terms contained in the CONTRACT.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to BORROWER.

Any terms not defined in this Attachment are set forth in the General Terms and Conditions or the Declarations Section of the Drinking Water State Revolving Fund (Municipal) loan agreement between DOH and BORROWER.

Signature of Attorney

Date

Name and BAR Number (WSBA No.)

Address Line 1

Address Line 2

ATTACHMENT III: FEDERAL AND STATE REQUIREMENTS (NOT ALL INCLUSIVE)

1) Federal Environmental and Cultural Authorities

- a) Archeological and Historic Preservation Act of 1974, Public Law 86-523, as amended
- b) Archaeological Resources Protection Act (ARPA), 16 U.S.C. §470 and Public Law 96-95, as amended
- c) Clean Air Act, Public Law 84-159 as amended
- d) Coastal Zone Management Act, Public Law 92-583 as amended
- e) Endangered Species Act, Public Law 93-205 as amended
- f) Environmental Justice, Executive Order 12898
- g) Floodplain Management, Executive Order 11988 as amended by Executive Order 12148
- h) Protection of Wetlands, Executive Order 11990
- i) Farmland Protection Policy Act, Public Law 97-98
- j) Fish and Wildlife Coordination Act, Public Law 85-624 as amended
- k) National Historic Preservation Act, paying particular attention to Section 106 requirements
- l) Safe Drinking Water Act, Public Law 93-523 as amended
- m) Wild and Scenic Rivers Act, Public Law 90-542 as amended
- n) Native American Graves Protection and Repatriation Act (**NAGPRA**) (25 USC 32) and associated regulations (43 CFR 10)
- o) Code of Federal Regulations 40 Part 141, Federal National Primary Drinking Water Regulations (Section Adopted by Reference)
- p) 43 C.F.R. §3, Preservation of American Antiquities
- q) 43 C.F.R. §7, Protection of Archaeological Resources

2) Buy America Build America Requirements

DWSRF construction projects chosen for FFATA/Equivalency reporting must comply with the Buy America Build America provisions. Projects started prior to May 14, 2022, may be exempt. Visit the EPA website for more information on the BABA requirements and the waiver process at <https://www.epa.gov/cwsrf/build-america-buy-america-baba>.

3) Federal Economic and Miscellaneous Authorities

- a) Demonstration Cities and Metropolitan Development Act of 1996, Public Law 89-754 as amended, Executive Order 12372
- b) Procurement Prohibitions under Section 306 of the Clean air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans
- c) Uniform Relocation and Real Property Policies Act, Public Law 91-646 as amended
- d) Debarment and Suspension Regulations, Executive Order 12549 and associated regulations (e.g., 71 F.R. 66431)
- e) H.R. 3547, Consolidated Appropriations Act, 2014, Public Law 113-76 as amended

4) Federal Social Policy Authorities

- a) Age Discrimination Act of 1975, Public Law 94-135
- b) Title VI of the Civil Rights Act of 1964, Public Law 88-352
- c) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500 (the Clean Water Act)
- d) Section 504 of the Rehabilitation Act of 1973, Public Law 93-112 (including Executive Orders 11914 and 11250)
- e) Equal Employment Opportunity, Executive Order 11246
- f) Disadvantaged Business Enterprise, Public Law 101-549 (the Clean Air Act), and Public Law 102-389 (the Clean Water Act)
- g) Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Public Law 100-590
- h) 42 USC 12101 et seq. the Americans with Disabilities Act of 1990 and associated regulations (including, without limitation, 28 C.F.R. Part 35) (**ADA**)
- i) The Contract Work Hours and Safety Standards Act (40 USC 327-333), as applicable
- j) The Genetic Information Nondiscrimination Act of 2008 (**GINA**), 42 USC s. 2000ff et seq.
- k) Federal Hatch Act, 5 USC 1501-1508

5) State Laws

- a) RCW 27.44, Indian Graves and Records
- b) RCW 27.53, Archaeological Sites and Resources
- c) RCW 36.70A, Growth Management Act
- d) RCW 39.04, Public Works
- e) RCW 39.10, Alternative Public Works Contracting Procedures
- f) RCW 39.12, Prevailing Wages on Public Works
- g) RCW 39.80, Contracts for Architectural and Engineering Services
- h) RCW 39.26.180, Contract Management
- i) RCW 42.56, Public Records Act
- j) RCW 42.17a, Campaign Disclosure and Contributions provision
- k) RCW 42.23, Code of Ethics for Municipal Officers-Contract Interests
- l) RCW 42.52, Ethics in Public Service
- m) Chapter 43.20 RCW, State Board of Health
- n) RCW 43.21C, State Environmental Policy Act
- o) RCW 43.70, Department of Health
- p) RCW 43.155, Public Works Project
- q) RCW 49.60, Washington's Law against Discrimination, including, without limitation, RCW 49.60.530(3), Contractors and subcontractors with state for public works or for goods or services—Nondiscrimination requirements
- r) RCW 51, Industrial Insurance
- s) RCW 68.60, Abandoned and Historic Cemeteries and Historic Graves
- t) RCW 70.116, Public Water Systems Coordination Act of 1977
- u) RCW 70.119, Public Water Supply Systems Certification and Regulation of Operations
- v) RCW 70.119A, Public Water Systems, Penalties & Compliances
- w) WAC 25-48, Archaeological Excavation and Removal Permit
- x) WAC 246-290, Group A Public Water Systems
- y) WAC 246-291, Group B Public Water Systems
- z) WAC 246-292, Waterworks Operator Certification Regulations
- aa) WAC 246-293, Water Systems Coordination Act
- bb) WAC 246-294, Drinking Water Operating Permits
- cc) WAC 246-295, Satellite System Management Agencies
- dd) WAC 246-296, Drinking Water State Revolving Fund Loan Program
- ee) WAC 173-160, Minimum Standards for Construction & Maintenance of Wells
- ff) WAC 173, Department of Ecology Rules
- gg) Governor's Executive Order 21-02

ATTACHMENT IV: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

GENERAL COMPLIANCE, 40 CFR, Part 33

BORROWER must comply with the requirements of Environmental Protection Agency's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under this Contract, contained in 40 CFR, Part 33. BORROWER will use the directory of certified firms available through the Washington State Office of Minority and Women's Business Enterprises to meet the requirements.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

The following are exemptions from the fair share objective Requirements:

- Grant and loan recipients receiving a total of \$250K or less in EPA financial assistance in a given fiscal year.
- Tribal recipients of Performance Partnership Eligible grants under 40 CFR Part 35, Subpart B.
 - There is a 3-year phase in period for the requirement to negotiate fair share goals for Tribal and Insular Area recipients.
- Recipients of Technical Assistance Grants.

The Fair Share Objectives or goals for the utilization of disadvantaged businesses negotiated with EPA by the WA Office of Minority Women Business are stated below.

Construction	10% MBE	6% WBE
Supplies	8% MBE	4% WBE
Equipment	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE

BORROWER must accept the fair share objectives/goals stated above and purchase the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as WA Office of Minority Women Business goals.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, BORROWER will make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply.

Records documenting compliance with the six good faith efforts shall be retained. The six good faith efforts shall include:

- A. Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing the Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- B. Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- C. Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- D. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- E. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Health.
- F. If the prime contractor awards subcontracts, also require the prime contractor to take the five good faith efforts in paragraphs A through E above.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

BORROWER is required to submit MBE/WBE participation reports to DOH, on a quarterly basis, beginning with the Federal fiscal year reporting period BORROWER receives the award and continuing until the project is completed.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

BORROWER agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Only procurements with certified MBE/WBEs are counted toward a Contractor's MBE/WBE accomplishments.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

BORROWER is also required to create and maintain a bidders list if BORROWER of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Section 33.501(b) of the rule is as follows:

A recipient of a Continuing Environmental Program Grant or other annual grant must create and maintain a bidders list. In addition, a recipient of an EPA financial assistance agreement to capitalize a revolving loan fund also must require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. The purpose of a bidders list is to provide the recipient and entities receiving identified loans who conduct competitive bidding with as accurate a database as possible about the universe of MBE/WBE and non-MBE/WBE prime and subcontractors. The list must include all firms that bid or quote on prime contracts or bid or quote on subcontracts under EPA assisted projects, including both MBE/WBEs.

The bidders list must be kept until the grant project period has expired and the recipient is no longer receiving EPA funding under the grant. For entities receiving identified loans, the bidders list must be kept until the project period for the identified loan has ended. The following information must be obtained from all prime and subcontractors:

- (1) Entity's name with point of contact;
- (2) Entity's mailing address, telephone number, and e-mail address;
- (3) The procurement on which the entity bid or quoted, and when; and
- (4) Entity's status as a MBE/WBE¹ or non-MBE/WBE.

The exemption found at § 33.501(c) is as follows:

A recipient of an EPA financial assistance agreement in the amount of \$250,000 or less for any single assistance agreement, or of more than one financial assistance agreement with a combined total of \$250,000 or less in any one fiscal year, is exempt from the paragraph (b) of this Section requirement to create and maintain a bidders list. Also, a recipient under the CWSRF, DWSRF, or BCRLF Program is not required to apply the paragraph (b) of this Section bidders list requirement of this subpart to an entity receiving an identified loan in an amount of \$250,000 or less, or to an entity receiving more than one identified loan with a combined total of \$250,000 or less in any one fiscal year. This exemption is limited to the paragraph (b) of this Section bidders list requirements of this subpart.

¹ Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 360-704-1181.

ATTACHMENT V: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS



United States Environmental Protection Agency
Washington, DC 20460

The terms, "covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded", as used in this attachment, are defined in the rules implementing Executive Order 12549, including 13 CFR § 400.109. You may contact DOH for help getting a copy of these regulations.

BORROWER, defined as the primary participant and its principals, certifies by signing below that to the best of its knowledge and belief they:

- 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-year (3) period preceding this CONTRACT, been convicted of or had a civil judgment 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 antitrust statutes or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses described in this attachment; and,
- D. Have not within a three-year period (3) preceding the signing of this CONTRACT had one or more public transactions (federal, state, or local) terminated for cause or default.

Prior to awarding contracts for the PROJECT, BORROWER must verify that neither the contractor's business name(s) nor the names of its principals are in the Federal Excluded Parties List System for Ineligible Professionals and Debarred Contractors (www.SAM.gov). BORROWER must keep documentation in the PROJECT files and provide a copy to the DOH Contract Manager.

BORROWER will include the language below without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

The lower tier contractor certifies, by signing this CONTRACT that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine or imprisonment for up to 5 years, or both.

Typed or Printed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

ATTACHMENT VI: DWSRF ELIGIBLE PROJECT COSTS

Must be directly attributable to the project.

1. The costs for complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
2. DWSRF loan fees.
3. The purchase of a portion of another system's capacity, if it is the most cost effective solution (limited to publicly owned (municipal) systems).
4. Construction of reservoirs (clear wells) that are part of the treatment process and are collocated with the treatment facility.
5. Construction of distribution reservoirs (finished water).
6. Cost associated with restructuring or consolidation of existing water systems by publicly owned water systems.
7. Main extensions to connect to safe and reliable sources of drinking water.
8. Cost associated with collecting and preparing environmental assessment documents to obtain local permits.
9. Direct labor including related employee benefits:
 - a. Salaries and wages (at actual or average rates) covering productive labor hours of employees of the borrower (excluding the administrative organization of the operating unit involved) for periods of time actively or incidentally engaged in pre-design engineering, design engineering, construction engineering, acquisition of rights of way, and the cleaning, sterilization or bacteriological testing of water system components prior to public use. The costs of services rendered by employees generally classified as administration/project management of the loan are considered a direct cost only when such employees are assigned the types of services described above and shall be limited to 3% or less of the project loan amount.
 - b. Employee benefits relating to labor are considered a direct cost of construction projects. The following items may be included as employee benefits:
 - F.I.C.A. (Social Security) –employer's share.
 - Retirement benefits.
 - Hospital, health, dental, and other welfare insurance.
 - Life insurance.
 - Industrial and medical insurance.
 - Vacation.
 - Holiday.
 - Sick leave.
 - Military leave and jury duty.Employee benefits must be calculated as a percentage of direct labor dollars. The

- computation of predetermined percentage rates to be applied to current labor costs must be based on the average of total employee benefits and total labor costs for the prior fiscal year and adjusted by known current year variations.
 - c. Other than work identified in Number 9.a, no costs associated with labor performed by the borrower's employees, including force account work, are eligible for financing assistance.
10. Contract engineering, planning, design, legal, and financial planning services. The Department of Health reserves the right to declare ineligible legal costs that are unreasonable and disproportionate to the project.
11. Contract construction work.
12. Direct vehicle and equipment charges at the actual rental cost paid for the equipment or, in the case of city or county-owned equipment, at the rental rates established by the local government's "equipment rental and revolving fund" following the methods prescribed by the division of municipal corporations. However, such costs must be charged on a uniform basis to equipment used for all projects regardless of the source of funding. Cities with a population of eight thousand or less not using this type of fund are allowed the same rates as used by the State Department of Transportation.
13. Direct materials and supplies.
14. Other direct costs incurred for materials or services acquired for a specific project are eligible costs and may include, but are not limited to such items as:
 - a. Telephone charges.
 - b. Reproduction and photogrammetry costs.
 - c. Video and photography for project documentation.
 - d. Computer usage.
 - e. Printing and advertising.
15. Other project related costs include:
 - Competitive Bidding.
 - Audit.
 - Insurance.
 - Prevailing wages.
 - Attorney fees.
 - Environmental Review.
 - Archaeological Survey.

Water system plan costs are not eligible for reimbursement. Small water system management program and plan amendments costs are eligible for reimbursement.

Projects may be designed to accommodate reasonable growth. This is generally the 20-year projection included in the system's water system plan or small water system management program.

ATTACHMENT VII: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

Wage Rate Requirements Under the Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each state which in turn provides subgrants or loans to eligible entities within the state. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

I. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact Department of Health. If a State recipient needs guidance, they may obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
- (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c) (3) (iv). The subrecipient shall monitor www.wdol.gov on a weekly

basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this Section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Borrower and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this Section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing

apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this Section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this Section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this Section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually

registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Borrower must comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Borrower and/or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes will be resolved according to the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, Borrower certifies that neither it (nor he or she) nor any person or firm who has an interest in the Borrower's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this Section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this Section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this Section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this Section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this Section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this Section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the

contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the Department of Health and to the appropriate DOL Wage and Hour District Office listed at

https://www.dol.gov/whd/WHD_district_offices.pdf.



Selah City Council

Regular Meeting

AGENDA ITEM SUMMARY

Meeting Date: 1/13/2026
Agenda Number: 10M

Action Item

Title: Resolution Adopting the City’s 2026 Legislative Agenda

From: Roger Bell, Mayor

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: Cities typically adopt their respective state-level legislative agendas prior to beginning (or near the beginning) of the state legislative session in January. The attached draft 2026 Legislative Agenda reflects the City’s capital budget requests and one policy position for the upcoming “short session” of the Washington State Legislature. The draft Agenda was discussed by the City’s legislative committee and is now presented to the City Council for consideration.

The capital budget requests are as follows:

- Wastewater Treatment Plant (the City’s top priority): Request of \$33 million for Phase 3;
- Municipal Center/Public Safety Complex: Request of \$1.5 million toward construction;
- Civic Center: Request of \$1 million to complete remodel;
- Naches Avenue Extension (“Fruity Pebbles”): Request of \$530,000 to complete Phase 1; and
- Water System expansion: Request of 40% of design costs.

The policy position is as follows:

- AWC Legislative Priorities: General Support for AWC’s 2026 legislative priorities.

Approval by the City Council will enable the City’s legislative committee to present these requests and this policy position to the state legislators during City Action Days later this month (and, to the extent applicable, federal legislators later in the year).

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: N/A	Action Taken: N/A
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RESOLUTION NO. _____

RESOLUTION ADOPTING THE CITY'S 2026 LEGISLATIVE AGENDA

WHEREAS, the City's legislative committee has presented to the City Council its recommended legislative priorities for the 2026; and

WHEREAS, the recommended priorities include both funding requests and one policy position; and

WHEREAS, City administration recommends the City Council adopt the priorities as presented by the legislative committee; and

WHEREAS, the City Council finds that the recommended priorities accurately reflect the needs and positions of the City government and should be presented to state legislators (and, to the extent applicable, federal legislators); and

WHEREAS, the City Council finds that good cause exists to adopt the City's 2026 Legislative Agenda;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the City Council does hereby adopt the City's 2026 Legislative Agenda in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13th day of January, 2026.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/13/2026
Agenda Number: 10N

Action Item

Title: Resolution Appointing Members of Lodging Tax Advisory Committee (LTAC) for Year of 2026

From: Roger Bell, Mayor

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: None

Funding Source: N/A

Background/Findings/Facts: This AIS and the accompanying proposed Resolution pertain to the membership of the Lodging Tax Advisory Committee (LTAC).

Selah Municipal Code (SMC) chapter 1.27 governs (in conjunction with state law) the LTAC for the City.

As specified by SMC 1.27.020(b), the LTAC membership shall be reviewed each January and any changes to the Member appointments shall be made. As specified by SMC 1.27.020(c), the appointment of Members shall occur via a Resolution approved by the City Council.

As specified by SMC 1.27.020(a), there are five Member positions. One Member position must be occupied an elected City official, and that Member shall then serve as the LTAC Chair. Two Member positions must be occupied by representatives of businesses that are located in the city. The final two Member positions must be occupied by representatives, individuals or entities that are located in the city and involved in activities that are eligible to receive LTAC revenues. All potential Members shall be nominated by the Mayor and then formally appointed by the City Council, specifically via a Resolution.

The Member appointments for the year of 2026 must now be made. The Mayor's nominations are as follows:

Member 1, LTAC Chair (elected City official):	Michael Costello
Member 2:	Bill Harris
Member 3:	Jean Brown
Member 4:	Mike Frausto
Member 5:	Tina Garner/Kumar Khatri

If the City Council disagrees with any of the Mayor’s nominations, then one or more motions to have a different occupant for any Member position – and also to modify the attached proposed Resolution accordingly – may be advanced, seconded and voted on.

By contrast, if the City Council agrees with all of the Mayor’s nominations, then the attached proposed Resolution may be approved via a motion, second and vote.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:

RESOLUTION NO. _____

RESOLUTION APPOINTING MEMBERS OF LODGING TAX ADVISORY COMMITTEE (LTAC) FOR YEAR OF 2026

WHEREAS, Selah Municipal Code (SMC) chapter 1.27 governs (in conjunction with state law) the membership of the Lodging Tax Advisory Committee (LTAC) for the City; and

WHEREAS, each January, the Mayor and City Council must decide who will occupy the five LTAC Member positions during that January’s calendar year; and

WHEREAS, a total of five Member positions exist; one Member position must be occupied by an elected City official who will then serve as the LTAC Chair; two Member positions must be occupied by representatives of businesses that are located in the city; the final two Member positions must be occupied by representatives, individuals or entities that are located in the city and involved in activities that are eligible to receive LTAC revenues; and if any vacancy(ies) occur during the year, the Mayor will make subsequent nomination(s) to fill the vacancy(ies) and the City Council will again have the authority to approve or disapprove such nomination(s) via a subsequent Resolution; and

WHEREAS, the Mayor has nominated an occupant for each of the five Member positions, the City Council has reviewed those nominations, and the City Council has voted to make the Member appointments as specified below on the face of this Resolution;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the five LTAC Members for the year of 2026 be and are hereby appointed as follows:

- | | |
|---|--------------------------|
| Member 1, LTAC Chair (elected City official): | Michael Costello |
| Member 2: | Bill Harris |
| Member 3: | Jean Brown |
| Member 4: | Mike Frausto |
| Member 5: | Tina Garner/Kumar Khatri |

and, relatedly, that the prior appointment(s) or service of any LTAC Member(s) are hereby concluded as of the date of this Resolution.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13th day of January, 2026.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney



Selah City Council
 Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date 01/13/2026
 Agenda Number: 100

Action Item

Title: Resolution Authorizing the Mayor to Sign a Six-Page Police Chief Employment Contract

From: Roger Bell, Mayor

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: Initial annual salary at a rate of \$140,000.00 gross (which is within the range for Chief of Police via the 2026 Salary Ordinance, Ordinance No. 2263) and, effective July 1, 2026, the rate shall increase to \$146,000.00 gross (which is also within the range per Ordinance No. 2263).

Funding Source: 001 General Fund

Background/Findings/Facts: The Mayor recently appointed Michael Gause as the City’s Chief of Police, effective January 1, 2026. The City Council is vested with the authority to approve any written contract with Mr. Gause. The Mayor and Mr. Gause have negotiated, a proposed six-page Police Chief Employment Contract has been drafted, and Mr. Gause has already signed a copy. A copy is attached to the instant AIS and the Mayor hereby seeks approval to sign it..

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A SIX-PAGE POLICE CHIEF
EMPLOYMENT CONTRACT

WHEREAS, the Mayor has appointed Michael Gause as the City's Chief of Police, effective January 1, 2026; and

WHEREAS, a proposed six-page Police Chief Employment Contract has been negotiated between the Mayor and Mr. Gause; and

WHEREAS, the Mayor has sought authorization from the City Council to sign the Contract on the City's behalf; and

WHEREAS, the City Council finds that good cause exists;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the six-page Police Chief Employment Contract in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13th day of January, 2026.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, City Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

POLICE CHIEF EMPLOYMENT CONTRACT

This Police Chief Employment Contract (hereinafter "Contract") is made and entered into by and between the City of Selah, a Washington municipal corporation (hereinafter "City"), and Michael Gause (hereinafter "Employee"), effective as of January 1, 2026.

WHEREAS, the City desires to employ Employee as its Police Chief and Employee has agreed to serve in this capacity.

THEREFORE, in consideration of the terms and conditions of this Contract, the parties agree as follows:

1. Duties and Responsibilities

- 1.1 Title. Effective January 1, 2026, the City will employ Employee as its Police Chief. Employee hereby accepts such employment upon the terms and conditions set forth in this Contract.
- 1.2 Duties. Employee shall have, and agrees to perform in good faith and to the best of his ability, the duties and responsibilities of Police Chief consistent with the laws of the State of Washington and the ordinances and policies of the City. Under the general direction of the Mayor and City Administrator (with the Mayor's directions taking priority over any conflicting or inconsistent directions from the City Administrator), Employee shall manage, administer, and direct the Selah Police Department's functions and operations, including but not limited to: administering the Department contracts; organizing and planning on a timely basis the annual Department budget in conjunction with other City Departments and the City Administrator; maintaining open communications with the community; promoting responsive and courteous public service; and performing other legally permissible and proper functions as are appropriate to the office of Police Chief.
- 1.3 Devotion of Time and Effort. Employee shall devote his full time, energies, interests, and abilities to the performance of the duties and responsibilities of Police Chief and shall not engage in activities that conflict with or interfere with his performance of such duties and responsibilities. So long as Employee remains employed by the City, Employee agrees to remain in the exclusive employ of the City and shall neither accept other employment nor become employed by any other person or entity, provided that Employee may engage in occasional teaching and/or consulting on Employee's own time with advance approval of the Mayor or City Administrator.
- 1.4 Work Schedule. The typical minimum work week shall be approximately 40 hours, plus any additional work time reasonably required to discharge the duties and responsibilities of the office of Police Chief. When Employee devotes a great deal of time outside of normal office hours on business for the City, Employee

shall be allowed to establish an appropriate work schedule that allows for time away from the office during normal office hours.

2. At-Will Employment

Employee shall be employed for an indefinite term commencing January 1, 2026. Employee's employment with the City is "at-will" and may therefore be terminated at any time by the City or Employee on a "without cause" basis or on a "with cause" basis (as defined in paragraphs 6.1 and 6.2 below).

3. Compensation

- 3.1 Base Annual Salary. As compensation to Employee for services rendered to the City as its Police Chief, Employee shall be paid an initial base annual salary of One Hundred Forty Thousand Dollars (\$140,000.00) gross, payable in accordance with the City's regular payroll periods and procedures and subject to all withholdings and deductions required by law. Then, effective July 1, 2026, Employee's base annual salary shall be increased by Six Thousand Dollars (\$6,000.00) gross beyond the annual salary that he was earning as of June 30, 2026. The position of Police Chief is exempt from overtime under state and federal law and Employee therefore shall not be eligible for overtime pay or compensatory time. Employee shall be eligible to receive the same cost-of-living adjustment that applies to the City's other management-level non-represented City employees, as determined annually by the City Council.
- 3.2 Retirement. Employee's position qualifies him for membership in the Washington State LEOFF retirement program and the City shall make all required employer contributions to the LEOFF retirement system, as required by law.
- 3.3 Moving/Temporary Housing Reimbursement. [Omitted.]
- 3.4 Expenses. The City agrees to reimburse Employee for reasonable and necessary expenses incurred for the benefit of the City in accordance with City policy.
- 3.5 Professional Development. The City shall budget and pay for the professional dues and subscriptions of Employee for his continuation and full participation in state, local and national associations and organizations necessary for his continued professional participation, growth and advancement to better serve the interests of the City. The City further recognizes the value of having Employee participate in and be directly involved in local civic clubs or organizations. Accordingly, the City shall pay for reasonable membership fees and dues to enable Employee to become an active member in local civic clubs and organizations.

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4. Benefits

- 4.1 Health and Other Insurance. Employee is eligible to participate in the City's health and other insurance benefits on the same terms as those benefits are provided to other management-level non-represented City employees.
- 4.2 Vacation. Employee shall accrue vacation on the same terms as other management-level non-represented City employees.
- 4.3 Sick Leave. Employee shall accrue sick leave on the same terms as other management-level non-represented City employees.
- 4.4 Holidays and Other Paid/Unpaid Leave. Employee shall receive holiday leave and other paid/unpaid leave benefits as the City may provide from time to time on the same terms as those benefits are provided to other management-level non-represented City employees.
- 4.5 Life Insurance. During Employee's employment, the City shall pay the premium for a term life insurance policy for the face-value benefit of One Hundred Thousand Dollars (\$100,000.00). Employee shall name the beneficiary(ies) of said term life insurance.
- 4.6 Police Vehicle. Employee shall have the use of a Police Department vehicle. In the event Employee uses his own vehicle for City business, the City shall reimburse Employee for mileage in accordance with City policy.
- 4.7 Mobile Phone. The City shall provide Employee with a mobile phone for use in accordance with City policy.
- 4.8 Other City Benefits and Policies. Employee will receive other benefits provided by, and be subject to any obligations included in, applicable City policies as may from time-to-time be adopted or amended by the City; provided that no such policy will be applicable to the extent that it conflicts with a term of this Contract.

5. Performance Standards and Evaluation

Employee will be evaluated on his job performance and satisfaction of established goals and objectives after roughly six (6) months of employment as Police Chief and also roughly annually thereafter or when otherwise deemed appropriate by the Mayor or City Administrator.

6. Termination

- 6.1 Termination on a "Without Cause" Basis; Possible Severance Payment. The City may at any time, in its unlimited and continuing discretion, terminate Employee's employment on a "without cause" basis at any time by providing written notice to Employee. In such event, the City will pay Employee his then-applicable base salary earned through his final day of employment (on a gross basis, and thus subject to all withholdings and deductions required by law) and the City will also

pay Employee the cash-out value of his then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions required by law). In the event the City effectuates a without cause termination, the City will also pay Employee, as severance pay (again on a gross basis, and thus again subject to all withholdings and deductions as required by law), the lesser of six (6) months of the Employee's then-applicable base salary or the amount of Seventy-Five Thousand Dollars (\$75,000.00) if and only if and in exchange for Employee agreeing to, signing and not revoking a Separation Agreement and Release of Claims in a form and substance acceptable to the City.

- 6.2 Termination on a "For Cause" Basis. The City may at any time terminate Employee's employment on a "for cause" basis by providing written notice to Employee. "Cause" is defined to include any or all of the following acts or omissions by Employee: (i) dishonesty related to his employment; (ii) commission of negligence, recklessness or intentionality that results in financial or reputational harm to the City; (iii) failure to follow a lawful directive from the Mayor or City Administrator; (iv) failure to perform his duties and responsibilities under this Contract (provided that in non-emergency situations Employee has been given notice and a reasonable opportunity to cure the alleged failure); (v) commission of a felony or crime of moral turpitude; or (vi) willful violation of City policy or other willful misconduct. In such event, the City will pay Employee his then-applicable base salary earned through the date of termination (on a gross basis, and thus subject to all withholdings and deductions required by law) and the City will also pay Employee the cash-out value of his then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions required by law). By contrast, Employee shall not be entitled to receive any severance pay.
- 6.3 Resignation/Retirement. Employee may at any time, in his unlimited and continuing discretion, resign and relinquish his employment by providing at least thirty (30) days written notice (or by such lesser deadline as mutually agreed) to the Mayor or City Administrator. In such event, the City will pay Employee his then-applicable base salary earned through his final day of employment (on a gross basis, and thus subject to all withholdings and deductions required by law). Moreover, the City will also pay Employee the cash-out value of his then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions required by law). By contrast, Employee shall not be entitled to receive any severance pay.
- 6.4 Disability; Death. The City may terminate Employee's employment due to any permanent or temporary disability or incapacity that renders Employee unable to fully perform his duties and responsibilities for a cumulative or successive duration of six (6) months during any 12-month period (and not necessarily judged on a calendar year basis) by providing written notice to Employee or to a

proper agent of Employee. Employee's employment shall be deemed automatically terminated upon Employee's death. In the event of termination of Employee's employment on either basis, the City will pay Employee or his estate Employee's then-applicable base salary earned through his final day of employment (on a gross basis, and thus subject to all withholdings and deductions required by law) and the City will also pay Employee or his estate the cash-out value of Employee's then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions required by law). By contrast, neither Employee nor his estate shall be entitled to receive any severance payment.

7. Integration/Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior oral or written negotiations, offers, agreements, or understandings between the parties with respect to the subject matter of this Contract. No waiver, alteration, or modification of any of the provisions of this Contract will be binding unless in writing and signed by duly authorized representatives of the parties. To the extent that any provision of this Contract conflicts with any provision of any City policy or rule, the provisions of this Contract shall prevail and control. By contrast, to the extent that any provision of this Contract conflicts with any provision of now-existing law including now-existing City code and ordinances, the provisions of now-existing law and now-existing City code and ordinances shall prevail and control. If any provision of this Contract is held to be unenforceable, such provision shall be treated as automatically modified so as to be enforceable and the other provisions of this Contract shall remain in full force and effect without modification.

8. Other Terms and Conditions

- 8.1 Any notice to the City under this Contract shall be furnished in physical written form by Employee to the Mayor or City Administrator. Any notice to Employee under this Contract shall be furnished in physical written form by the City to Employee. All such notices must be sent by first-class mail with postage prepaid or delivered in person (but a duplicate may be sent via email, provided that such emailed-duplicate shall not constitute or be effective on its own as original notice).
- 8.2 The Mayor or City Administrator may at any time, in their unlimited and continuing discretion, establish, promulgate, and impose any new or clarified lawful policy or rule as to Employee's duties and responsibilities or Employee's performance by providing notice to Employee, provided that such policies and rules are not inconsistent with or in conflict with the provisions of this Contract, then-applicable City code or ordinances, or any other then-applicable law.
- 8.3 All now-existing or later-existing provisions of City code, City ordinances, City regulations, City policies and rules shall apply to and for Employee to the same

extent that such apply to other employees of the City, except as may be specifically otherwise stated in this Contract.

- 8.4 This Contract shall be interpreted, construed, and enforce according to the internal laws of the State of Washington (not including any choice-of-law or conflict-of-law laws).
- 8.5 All captions and section headings used in this Contract are for convenience only and do not alter the substantive effect of any provision of this Contract.
- 8.6 No waiver by either party of any breach or violation by either party of the provisions of this Contract shall be deemed a waiver of any subsequent breach or violation.

9. Counterparts

This Contract may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each party.

IN WITNESS WHEREOF, the undersigned have executed this Contract on the dates indicated below.

CITY OF SELAH (“City”)

By: _____ Dated: _____

Roger Bell, Mayor (following approval by City Council)

Approved as to form by:

_____ Dated: _____

D. R. (Rob) Case, City Attorney

“Employee”)

_____ Dated: _____

Michael Gause



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/13/2026
Agenda Number: 10P

Action Item

Title: Resolution Directing City Staff to Publish an Underlying Proposed Resolution in the City’s Designated Official Newspaper as Notice of the City’s Intent to Grant Nonexclusive Franchises for Telecommunications Facilities to Ziplly Fiber Pacific, LLC, and its affiliate NFC Northwest, LLC, on January 27, 2026

From: Rob Case, City Attorney

Action Requested: Approval

Staff Recommendation: Approve the Resolution as submitted

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: 001, General Fund, for publishing costs

Background/Findings/Facts: As a code city, Selah is authorized – by state law – to grant nonexclusive franchise rights to any person or entity that desires to use a portion of the City’s public infrastructure for certain purposes. The permissible purposes include the transmission and distribution of signals and other methods of communication. *See* RCW 35A.47.040 (1st ¶).

The entities known as Ziplly Fiber Pacific, LLC, and NFC Northwest, LLC, desire to obtain nonexclusive franchises, so that they can locate telecommunications facilities both underground and above ground at various locations on City-owned rights-of-way. This would occur pursuant to two (2) nine-page Telecommunications Franchise Agreements, proposed copies of which are submitted with the instant AIS. The terms of such Agreements are acceptable to City staff (and the Agreements are based upon, and only slightly modified from, form contracts that the City has recently used when granting other franchises).

The City will not incur any financial outlay under the Agreements. Nor will the City receive any annual franchise fee payments, because the applicants’ fiber optic cables will be used – at least in part – for telephone services. *See* RCW 35.21.860 & 82.16.010.

RCW 35A.47.040 (2nd ¶) establishes prerequisites for granting a franchise, and it has not been updated since its original enactment in 1967. The first and fourth prerequisites are, when read together, confusing and seemingly contradictory. In full, the paragraph that recites the prerequisites reads as follows:

[1] No ordinance or resolution granting any franchise in a code city for any purpose shall be adopted or passed by the city’s legislative body on the day of its introduction

nor for five days thereafter, [2] nor at any other than a regular meeting nor without first being submitted to the city attorney, [3] nor without having been granted by the approving vote of at least a majority of the entire legislative body, [4] nor without being published at least once in a newspaper of general circulation in the city before becoming effective.

See RCW 35A.47.040 (2nd ¶, bracketed numbers added). Thus, the City Council is seemingly supposed to wait at least five days before passing a Resolution that authorizes the Mayor to sign the Agreements, yet a copy of that Resolution is supposed to be published in the City’s designated official newspaper prior to the Resolution becoming effective. But if a Resolution is not yet effective, then it is not actually a Resolution; it would be, at most, a proposed Resolution. And the statute does not say to publish notice of a proposed Resolution, but to publish a copy of the Resolution itself.

In an effort to satisfy those (somewhat unclear) prerequisites, City staff is contemplating a two-step process via two Resolutions. Today, City staff is asking the City Council to approve the attached Resolution that directs City staff to publish a copy of the underlying proposed Resolution in the Yakima Herald-Republic. Then, during the next regular-scheduled meeting on January 27, 2026, City staff will ask the City Council to approve the underlying proposed Resolution – thereby authorizing the Mayor to sign the Agreements with these entities. This is the same two-step process that the City has used for other franchises in recent years.

Recommended Motion: I move to adopt the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
Click here to enter a date.	Click here to enter text.

RESOLUTION NO. _____

RESOLUTION DIRECTING CITY STAFF TO PUBLISH AN UNDERLYING PROPOSED RESOLUTION IN THE CITY’S DESIGNATED OFFICIAL NEWSPAPER AS NOTICE OF THE CITY’S INTENT TO GRANT NONEXCLUSIVE FRANCHISES FOR TELECOMMUNICATIONS FACILITIES TO ZIPLY FIBER PACIFIC, LLC, AND ITS AFFILIATE NFC NORTHWEST, LLC, ON JANUARY 27, 2026

WHEREAS, the entities known as Ziplly Fiber Pacific, LLC, and NFC Northwest, LLC, desires to obtain nonexclusive franchises from the City of Selah so that they can locate telecommunications facilities, both underground and above ground, within rights-of-way owned by the City; and

WHEREAS, state law – specifically RCW 35A.47.040 – authorizes the City to grant nonexclusive franchises for such purpose; and

WHEREAS, two proposed Telecommunications Franchise Agreements, each measuring nine pages, have been prepared; their terms are acceptable to City staff; and City staff intends to present to the City Council on January 27, 2026, a Resolution that – if approved – will authorize the Mayor to sign the Agreements and thereby grant the franchises; and

WHEREAS, in an effort to satisfy the prerequisites established by RCW 35A.47.040 (2nd ¶), City staff intends to publish a copy of the proposed Resolution in the City’s designated official newspaper, and the City Council agrees that such publishing should occur;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that City staff be and is hereby directed to publish a copy of the underlying “PROPOSED RESOLUTION” – which, if later approved as an actual Resolution, would authorize the Mayor to sign the Telecommunications Franchise Agreements and thereby grant the franchises – in the City’s designated official newspaper.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13th day of January, 2026.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

RESOLUTION NO. _____

[PROPOSED] RESOLUTION AUTHORIZING THE MAYOR OF SELAH TO SIGN TELECOMMUNICATIONS FRANCHISE AGREEMENTS WITH ZIPLY FIBER PACIFIC, LLC, AND NFC NORTHWEST, LLC, THAT GRANT NONEXCLUSIVE FRANCHISES FOR TELECOMMUNICATIONS FACILITIES

WHEREAS, the entities known as Zply Fiber Pacific, LLC, and NFC Northwest, LLC, desire to obtain nonexclusive franchises from the City of Selah so that they can locate telecommunications facilities, both underground and above ground, within rights-of-way owned by the City; and

WHEREAS, state law – specifically RCW 35A.47.040 – authorizes the City to grant nonexclusive franchises for such purpose; and

WHEREAS, two (2) proposed Telecommunications Franchise Agreements, each measuring nine pages, have been drafted and their terms are acceptable to City staff; and

WHEREAS, the City Council finds that good cause exists to authorize the Mayor to sign the Agreements and to thus grant the franchises;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the two (2) nine-page Telecommunications Franchise Agreements and to thus grant the franchises.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this ____ day of _____, 2026.

Roger Bell, Mayor

ATTEST:

Courtney McGarity, Clerk

APPROVED AS TO FORM:

Rob Case, City Attorney

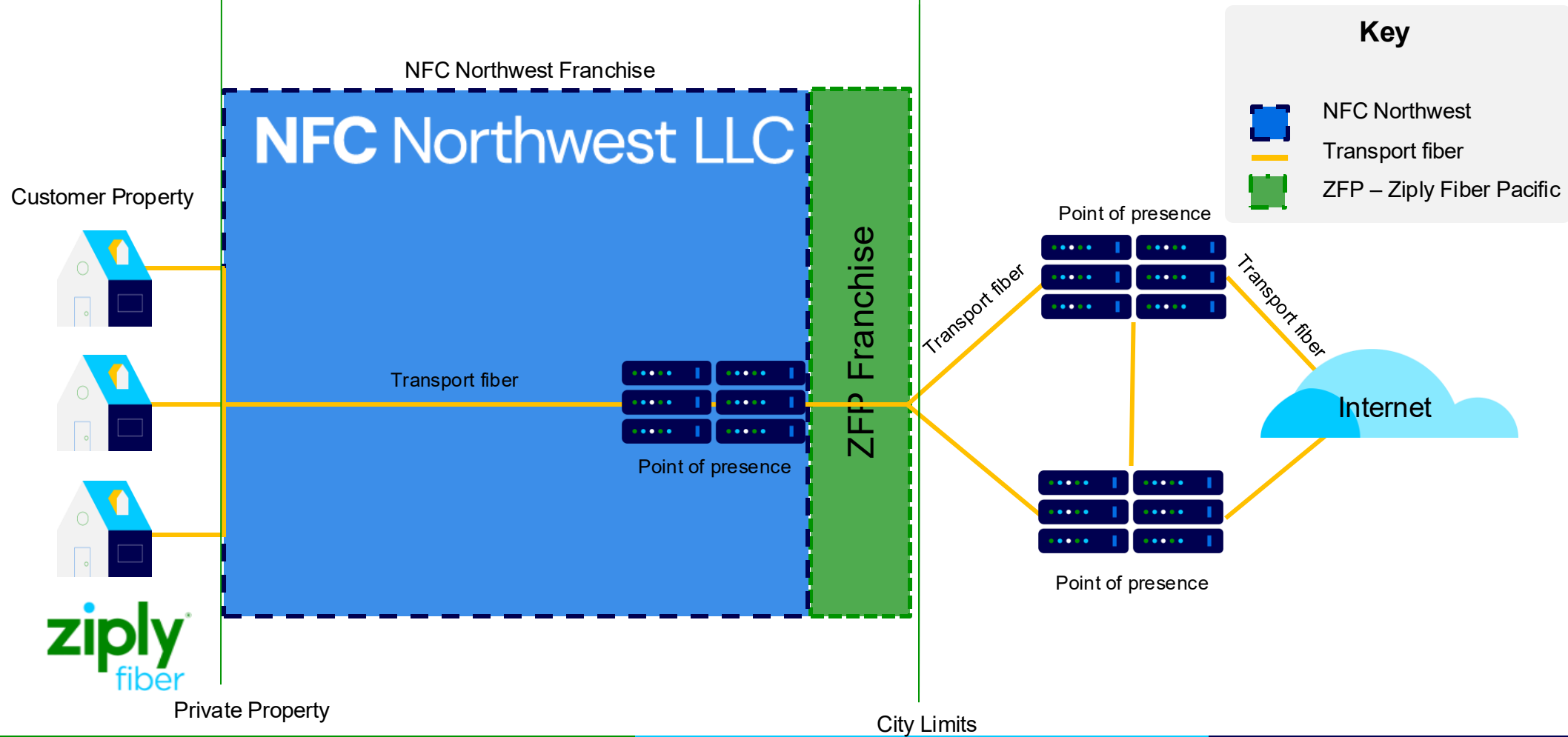
[As noted above, this is a proposed Resolution. The City Council has not yet voted as to whether or not to authorize the Mayor to sign the Agreements. A vote as to whether or not the Mayor should be authorized to sign the Agreements is contemplated to occur during the next regularly-scheduled meeting of the City Council on January 27, 2026. A copy of this proposed Resolution is being published pursuant to RCW 35A.47.040 (2nd ¶). Copies of the two proposed nine-page Telecommunications Franchise Agreements can be obtained from the City upon request.]

Network assets ownership

Customer location

Distribution

Core Network



TELECOMMUNICATION FRANCHISE AGREEMENT

This Telecommunications Franchise Agreement (“AGREEMENT” or “FRANCHISE”) is entered into by and between **NFC Northwest, LLC**, a Delaware limited liability company (“FRANCHISEE”) and the municipal corporation of the **City of Selah, Washington** (“CITY”).

RECITALS

WHEREAS the CITY recognizes that the use of public rights-of-way must be restricted to allow for the construction of amenities necessary to serve the needs within the CITY for all parcels located within the CITY. The coordination, planning, and management of the CITY’S rights-of-way is necessary to ensure that the burden of costs for the operations of non-municipal interests are not borne by the citizenry; and

WHEREAS, the CITY has determined that the development of a comprehensive plan for rights-of-way use and management is the most effective means for managing the current use of rights-of-way and for ensuring prudent and appropriate decisions concerning the use of rights-of-way in the future; and

WHEREAS, FRANCHISEE has determined that it is in its best interests to move forward with the installation and maintenance of telecommunications facilities within the public rights-of-way of CITY.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Non-exclusive Franchise Granted. CITY hereby grants to FRANCHISEE, subject to the conditions prescribed in this AGREEMENT, the franchise rights and authority to construct, replace, repair, monitor, maintain, use, and operate the equipment and facilities necessary for telecommunication service crossing, within, upon, under and over the CITY-owned rights-of-way (“FRANCHISE AREA”). FRANCHISEE may place, erect, lay, maintain and operate in, upon, under and over the Rights-of-Way within the City poles, wires whether copper, fiber optic or other technology, and other appliances and conductors for all telephone and other telecommunication services, as defined in RCW 35.99.010, including information services and internet access (collectively “Services”). This FRANCHISE grants FRANCHISEE the right to provide such Services (individually or in combination) in the FRANCHISE AREA, but not the obligation. Such franchise rights and authority shall not be deemed to be exclusive to FRANCHISEE and shall in no way prohibit or limit the CITY’S ability to grant other franchises, permits, or rights along, over, or under the areas to which this FRANCHISE has been granted to FRANCHISEE; provided that, any other franchise(s) do not unreasonably interfere with FRANCHISEE’S exercise of its franchise rights and authority. This FRANCHISE shall in no way interfere with existing utilities or in any way limit, prohibit, or prevent, the CITY from using the FRANCHISE AREA or affect the CITY’S jurisdiction over any area in any way.

Section 2. Authority. The CITY’S Director of Public Works or his/her designee is hereby granted the authority to administer and enforce the terms and provisions of this FRANCHISE and may develop such rules, policies, and procedures, as he/she deems necessary to carry out the provisions contained herein.

Section 3. Construction Provisions and Standards. The following provisions shall be considered mandatory and failure to abide by any conditions described herein shall be deemed as non-compliance with the terms of this FRANCHISE:

- A. Permit Required** - No construction, maintenance, or repairs (except for emergency repairs) shall be undertaken in the FRANCHISE AREA without first obtaining a permit to perform such work from CITY'S Public Works Department. The CITY agrees that the permit requirements imposed on FRANCHISEE are of general applicability and such permitting requirements are uniformly and consistently applied by the CITY as to other public utility companies and other similarly situated entities operating in the CITY.
- B. Coordination** - All work and inspection shall be coordinated with CITY'S Public Works Department to ensure consistency with CITY'S infrastructure, CITY'S future capital improvement projects, all developer improvements, and pertinent codes and franchises.
- C. Construction Standards** - Any construction, installation, maintenance, and restoration activities performed by or for FRANCHISEE within the FRANCHISE AREA shall be conducted and located so as to produce the least amount of interference with the free passage of pedestrian and vehicular traffic. All construction, installation, maintenance, traffic control and restoration activities shall be conducted so as to conform to CITY'S most-current standards in effect at the time that such activities take place, and as may detailed in a Manual on Accommodating Utilities.
- D. Undergrounding** - The parties agree that this FRANCHISE does not limit the CITY'S authority under federal law, state law or local ordinance, to require the undergrounding of utilities or other facilities. FRANCHISEE shall not be required to convert existing facilities or install new facilities underground in any areas where other service providers (e.g., power, cable, telecommunications, etc.) have aerial facilities. In the event the CITY or any agency directly or indirectly reimburses any utility for the placement of facilities underground or the movement of facilities, FRANCHISEE will be similarly reimbursed. Where other utilities are present and involved in the undergrounding project, FRANCHISEE will only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of FRANCHISEE'S own facilities.
- E. Removal or Abandonment** - Upon the removal from service of any telecommunication components or other associated structures, facilities and amenities, FRANCHISEE shall comply with all applicable standards and requirements prescribed by CITY'S Public Works Department for the removal or abandonment of said structures and telecommunication service facilities.
- F. "One-Call" Location & Liability** – CITY will not locate private infrastructure. The "One-Call" locate will be the responsibility of the FRANCHISEE.
- G. As-Built Plans Required** - FRANCHISEE shall present as-built plans to be inspected and approved by CITY'S Public Works Director or his/her designee.

- H. Protect Public Interest** - FRANCHISEE understands and agrees that the Selah Municipal Code incorporates provisions necessary to protect the public interest and investment with regard to utilization of CITY-owned roads and rights-of-way.
- I. Service Drops and Maintenance** - FRANCHISEE shall not be required to obtain prior CITY approval or a permit (i) for routine maintenance or repair of above-ground FRANCHISEE-owned equipment, including the installation of new or replacement cables or wires on existing aerial facilities when the installation, maintenance, repair or replacement will not impact vehicular traffic by closing or blocking a lane of vehicular travel on any public roadway; or (ii) to construct, install, extend, maintain, repair, replace, or remove service drops, service laterals, and customer connections within the FRANCHISE AREA. FRANCHISEE is permitted without obtaining permission or a permit to (a) connect new customer premises to FRANCHISEE's distribution system; (b) repair or replace damaged service drops; (c) disconnect or reconnect service drops; (d) relocate service drops for operational or safety reasons; and (e) perform routine inspection and maintenance of service drop facilities.
- J. Relocation** - Whenever CITY determines that it is necessary for any of FRANCHISEE'S facilities, or for other system components, to be moved or relocated to accommodate the construction, or enhancement of any CITY-owned public amenity in the FRANCHISE AREA, CITY shall notify FRANCHISEE in writing of such determination. Within ninety (90) days of the approval by CITY of the plans for relocation, FRANCHISEE shall relocate those facilities or structures designated by CITY. The costs of moving or relocating FRANCHISEE facilities or structures, including but not limited to costs for design, engineering and construction is the responsibility of FRANCHISEE. FRANCHISEE may submit written alternative relocation proposals within thirty (30) days of receiving the CITY's determination regarding relocation. CITY shall evaluate any alternatives submitted by FRANCHISEE and provide written feedback. CITY may require FRANCHISEE to submit additional supporting information at FRANCHISEE's expense. CITY shall give full and fair consideration to each proposed alternative. If CITY determines that no alternative is reasonable or feasible, FRANCHISEE shall promptly submit plans for the original relocation as requested by CITY. Notwithstanding the foregoing, FRANCHISEE reserves all rights to seek compensation for relocation costs as permitted under RCW 35.99.060 and other applicable Washington state law.

Section 4. Franchise Compliance.

- A. Franchise Revocation** - Upon an event of Default (as defined below), CITY will provide FRANCHISEE with written notice, which describes the Default and requests remedial action within thirty (30) days of receipt of such notice. If within the thirty (30) day notice period, Franchisee cures the Default or commences to cure a Default that cannot reasonably be cured within the thirty (30) days of the notice, the notice of Default shall be deemed withdrawn. The demonstration of due diligence on the part of FRANCHISEE will be grounds for the grant of an extension in the period during which curing of the Default is to be attained; provided that, FRANCHISEE continues to pursue correction of any Defaults that are or were noted by CITY.

1. “Default” as used herein shall include:
 - a. Violation of any of the material provisions of this AGREEMENT;
 - b. Misrepresentation in the FRANCHISE application or a rights-of-way construction application;
 - c. FRANCHISEE is found by a court of competent jurisdiction to have practiced any fraud or deceit upon the CITY;
 - d. Failure to pay lawful taxes, compensation, fees or costs due to the CITY after final determination by the CITY of the taxes, compensation, fees or costs;
 - e. Failure to comply with technical, safety and engineering standards related to work within the rights-of-way; or
 - f. Failure to obtain or maintain any and all licenses, permits, certifications and other authorizations required by state or federal law for the placement, maintenance or operation of the FRANCHISEE’s facilities.
2. If the City determines that the FRANCHISEE has not cured or otherwise remedied the Default pursuant to Section 4(A) above, then the CITY Manager or other duly appointed CITY official (“Examiner”), may recommend initiating a revocation hearing in front of the CITY council to determine if termination, revocation, or lesser remedies are appropriate. Rather than make a final decision, the Examiner shall make a recommendation to the CITY council, and such recommendation will include a determination of (i) whether an event that is grounds for revocation has occurred; (ii) whether such event is excusable; and (iii) whether such event has been cured or will be cured by FRANCHISEE. The recommendation shall include supporting documents and be supported by findings of fact and conclusions of law based upon the record. Within thirty (30) days of the conclusion of the hearing, the Examiner shall submit their recommendation to the CITY council, unless the FRANCHISEE agrees in writing to extend the time period, or the time period has been extended by a request for reconsideration. Prior to making the recommendation to the CITY council, the Examiner shall provide an opportunity for the FRANCHISEE to comment and shall provide such comments to the CITY council.
3. The CITY council shall, at a public hearing, consider and take final action on the revocation notice, upon the recommendation of the Examiner. FRANCHISEE shall be provided thirty (30) days advance notice of the date of the public hearing and an opportunity to be heard prior to final action by CITY council. In acting on the recommendation of the Examiner, the CITY council shall either: (i) accept the recommendation of the Examiner; (ii) reject the recommendation of the Examiner; (iii) require such other action as the CITY council determines are necessary, or (iv) remand the recommendation to the Examiner for an additional hearing limited to specific issues identified by the CITY council.
4. The CITY Council shall act through adoption of an ordinance. The ordinance may declare that the FRANCHISE shall be revoked as of a date

to be specified in the ordinance. The ordinance may also specify that the FRANCHISE will only be revoked if the FRANCHISEE does not comply with the CITY's requirements within such period as the CITY council may also fix in such ordinance. The ordinance shall include findings of fact and conclusions derived from those facts which support the decision of the CITY council. The CITY council may by reference adopt some or all of the findings and conclusions of the Examiner.

5. Judicial review may be sought for any final decision of the CITY council in the superior court by the FRANCHISEE within twenty-one (21) calendar days of the issuance of the CITY council's final decision on the matter.

- B. Emergency Actions** - If any of FRANCHISEE'S actions, or any failure by FRANCHISEE to act, to correct a situation caused by FRANCHISEE is deemed by CITY to create a threat to life or property, CITY may order FRANCHISEE to immediately correct said situation threat or, at CITY'S discretion, CITY may undertake measures to correct said situation threat itself; provided that, when possible, CITY shall notify FRANCHISEE of said threat and give FRANCHISEE an opportunity to correct said threat before undertaking such measures itself. FRANCHISEE shall be liable for all costs, expenses, and damages attributable to the correction of such an emergency situation as undertaken by CITY to the extent that such situation was caused by FRANCHISEE, and shall further be liable for all costs, expenses, and damages resulting to CITY from such situation and any reimbursement of such costs to CITY shall be made within thirty (30) days of written notice of the completion of such action or determination of damages by CITY. The failure by FRANCHISEE to take appropriate action to correct a situation caused by FRANCHISEE and identified by CITY as a threat to public or private safety or property shall be considered a violation of this FRANCHISE and each day that such a situation continues to exist and FRANCHISEE fails to take appropriate action to abate said situation shall be regarded as a separate violation.
- C. Other Remedies** - Nothing contained in this FRANCHISE shall limit CITY'S available remedies in the event if FRANCHISEE fails to comply with the provisions of this FRANCHISE, including but not limited to, CITY'S right to sue for specific performance and/or damages.
- D. Removal of System** - In the event that this FRANCHISE is terminated as a result of violation(s) and if necessary to protect the public health, safety or welfare, FRANCHISEE shall at its sole expense, promptly remove all components and facilities, provided that, CITY, at its discretion, may allow FRANCHISEE to abandon its facilities in place.
- E. Vacation** - If at any time the CITY, by ordinance and in accordance with applicable laws, vacates all or any portion of the area affected by this FRANCHISE, the CITY shall not be liable for any damages or loss to the FRANCHISEE by reason of such vacation, except to the extent the CITY violates this section. To the extent FRANCHISEE has Facilities within the right-of-way proposed to be vacated, the CITY shall reserve an appurtenant easement for such Facilities, which such easement shall be governed by this FRANCHISE. The CITY may also determine to reserve a utility easement for public utilities consistent with RCW 35.79.030.

The CITY shall notify FRANCHISEE in writing not less than sixty (60) days before vacating all or any portion of any such area. The CITY may, after ninety (90) days' written notice to FRANCHISEE, terminate this FRANCHISE solely with respect to such vacated area (except for any reserved utility easement).

Section 5. Insurance. FRANCHISEE shall present to CITY proof that FRANCHISEE has general liability insurance in the amount of one million dollars (\$1,000,000) in the single event and two million dollars (\$2,000,000) in the aggregate.

Section 6. Other Permits & Approvals. Nothing in this FRANCHISE shall relieve FRANCHISEE from any obligation to obtain approvals or necessary permits from applicable federal, state, and CITY authorities for all activities in the FRANCHISE AREA.

Section 7. FRANCHISEE'S Successors. The rights, privileges, benefits, title, or interest provided by this FRANCHISE shall automatically transfer to any assign(s) or successor(s) in interest of FRANCHISEE and, in such event, each instance of the word and reference to the position of "FRANCHISEE" within this AGREEMENT shall henceforth be read, construed and interpreted as stating the name of the successor(s).

Section 8. Franchise Term. The franchise rights and authority granted by this FRANCHISE shall remain in full force and effect for a period of fifteen (15) years from the effective date of this FRANCHISEE. Absent six (6) months' written notice of a desire to prevent renewal by either party to the other, the FRANCHISE will automatically renew, in the same form and under the same terms and conditions existing on the expiration date for an additional five (5) year term.

If the CITY and FRANCHISEE fail to formally renew the FRANCHISE prior to the expiration of its term or any extension thereof, the FRANCHISE will automatically continue in full force and effect until renewed or until either party gives written notice at least one hundred eighty (180) days in advance of intent not to renew the FRANCHISE.

Section 9. Administrative Fees. (NOT APPLICABLE)

Section 10. FRANCHISE Fee. (NOT APPLICABLE)

Section 11. Annexed Areas. The FRANCHISE rights and authority granted herein shall automatically extend to any lands annexed by the CITY during the term of this FRANCHISE, with such newly annexed areas becoming part of the FRANCHISE AREA without requiring additional agreements or procedures. Any new expansion into a new FRANCHISE area within the City of Selah will be subject to substantially the same terms and conditions set forth in this FRANCHISE and such permission will be given within sixty (60) days following notice by FRANCHISEE to CITY'S Public Works Director.

Section 12. Notices. Any notices to be served upon CITY or FRANCHISEE shall be delivered to the following addresses respectively:

CITY:

City of Selah
ATTN: City Administrator
ATTN: City Attorney
115 West Naches Ave.

Selah, WA 98942

FRANCHISEE:

Ziply Fiber Pacific, LLC
ATTN: Legal Department
135 Lake Street South, Suite 155
Kirkland, WA 98033

Section 13. Claims for Damages. In the construction, installation, repair, operation, and maintenance of its structures and facilities, FRANCHISEE shall use reasonable and appropriate precautions to avoid damage to persons or property. FRANCHISEE shall indemnify, hold harmless, and also defend CITY and its officers, agents, and employees from all third party claims, actions or damages of every kind or description, including reasonable attorney's and expert witness fees, which may accrue to or be suffered by any person or persons, corporation or property to the extent caused in part or in whole by any negligent act or omission of FRANCHISEE, its officers, agents, employees and contractors, carried on in the furtherance of the rights, benefits, and privileges granted to FRANCHISEE by this FRANCHISE. In the event any claim or demand is presented to or filed with the CITY which gives rise to FRANCHISEE'S obligation(s) pursuant to this section, CITY shall within a reasonable time notify FRANCHISEE thereof and FRANCHISEE shall have a right, at its election, to settle or compromise such claim or demand. In the event any claim or action is commenced in which CITY is named as a party, and which suit or action is based on a claim or demand which gives rise to FRANCHISEE'S obligation(s) pursuant to this section, CITY shall promptly notify FRANCHISEE thereof, and FRANCHISEE shall, at its sole cost and expense, defend such suit or action by attorneys of its own election. In defense of such suit or action, FRANCHISEE may, at its election and at its sole cost and expense, settle or compromise such suit or action. This section shall not be construed to require FRANCHISEE to: (i) protect and save CITY harmless from any claims, actions, or damages; (ii) settle or compromise any claim, demand, suit, or action; (iii) appear in or defend any suit or action; or, (iv) pay any judgment or reimburse the CITY'S costs and expenses (including reasonable attorney's fees), to the extent such claim arises out of the sole negligence of CITY. To the extent of any concurrent negligence between FRANCHISEE and CITY, FRANCHISEE'S obligations under this section shall only extend to its own share of negligence or fault. CITY shall have the right at all times to participate through its own attorney in any suit or action which arises out of any right, privilege, and authority granted by or exercised pursuant to this FRANCHISE when CITY determines that such participation is required to protect the interests of CITY or the public. Such participation by CITY shall be at CITY'S sole cost and expense.

Section 14. Severability. If any section, sentence, clause, or phrase of this FRANCHISE is held to be invalid or unconstitutional by a court of competent jurisdiction, CITY may, at its sole discretion, deem the entire FRANCHISE to be affected and thereby nullified. However, in the event that a determination is made that a section, sentence, clause, or phrase in this FRANCHISE is invalid or unconstitutional, CITY may elect to treat the portion declared invalid or unconstitutional as severable and enforce the remaining provisions of this FRANCHISE; provided that, if CITY elects to enforce the remaining provisions of the FRANCHISE, FRANCHISEE shall have the option to terminate the FRANCHISE.

Section 15. Indemnification. Not including a claim for damages that CITY may raise under Section 13 above, FRANCHISEE, and each of its successors and assigns, agrees and covenants to indemnify and hold harmless CITY from and against any and all third-party liability, loss, cost, damages, whether to persons or property, or expense of any type or nature, including reasonable attorney's fees and expert witness fees, to the extent it arises from any negligent act or omission or willful misconduct of FRANCHISEE or one of its successors or assigns, arising from or connected to work under this FRANCHISE, except to the extent such liability, loss, cost, damages, expenses or fees are caused by the negligence of the CITY; provided however, that in case any suit or action is instituted against CITY by reason of any such damage or injury, CITY shall: (i) cause written notice thereof to be given unto FRANCHISEE; (ii) provide all reasonably requested assistance in defense or settlement of such claim at FRANCHISEE'S expense; and, (iii) retain the right to control the defense of settlement or such claims.

The parties acknowledge that this FRANCHISE is subject to RCW 4.24.115. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the FRANCHISEE and the CITY, its officers, officials, employees, and volunteers, the FRANCHISEE's liability hereunder shall be only to the extent of the FRANCHISEE's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the FRANCHISEE's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this FRANCHISE.

The CITY acknowledges that under no circumstances will FRANCHISEE be liable under this FRANCHISE for special, consequential or punitive damages or damages with respect to economic loss.

Section 16. Effective Date. This FRANCHISE shall take effect and be in full force and effect after approval of the City of Selah City Council via a Resolution.

Section 17. Other Conditions: (None)

Section 18. Amendment: This FRANCHISE may not be amended, modified, or changed except by written agreement signed by both parties.

Section 19. Survival: The provisions of Sections 13 (Claims for Damages), 15 (Indemnification), and this Section 20 shall survive the termination or expiration of this FRANCHISE.

Section 20. Waiver: The failure of either party to enforce any provision of this FRANCHISE shall not be construed as a waiver of such provision or the right to enforce such provision in the future.

Section 21. Governing Law: This FRANCHISE shall be construed in accordance with the laws of the State of Washington. The United States District Court for the Western District of Washington, and Yakima County Superior Court have proper venue for any dispute related to this FRANCHISE.

Section 22. Entire Agreement: This FRANCHISE constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements relating to the subject matter hereof.

This FRANCHISE is not valid until accepted and signed by FRANCHISEE.

DATED this _____ day of _____, _____, at Selah, Washington.

CITY

By: _____

Name:

Mayor

Date: _____

Zipty Fiber Pacific, LLC

UBI No. 604-852-167

By: _____

Name: _____

Jessica Epley
VP – Regulatory & External Affairs

Date: _____

TELECOMMUNICATION FRANCHISE AGREEMENT

This Telecommunications Franchise Agreement (“AGREEMENT” or “FRANCHISE”) is entered into by and between **Zipty Fiber Pacific, LLC**, a Delaware limited liability company (“FRANCHISEE”) and the municipal corporation of the **City of Selah, Washington** (“CITY”).

RECITALS

WHEREAS the CITY recognizes that the use of public rights-of-way must be restricted to allow for the construction of amenities necessary to serve the needs within the CITY for all parcels located within the CITY. The coordination, planning, and management of the CITY’S rights-of-way is necessary to ensure that the burden of costs for the operations of non-municipal interests are not borne by the citizenry; and

WHEREAS, the CITY has determined that the development of a comprehensive plan for rights-of-way use and management is the most effective means for managing the current use of rights-of-way and for ensuring prudent and appropriate decisions concerning the use of rights-of-way in the future; and

WHEREAS, FRANCHISEE has determined that it is in its best interests to move forward with the installation and maintenance of telecommunications facilities within the public rights-of-way of CITY.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Non-exclusive Franchise Granted. CITY hereby grants to FRANCHISEE, subject to the conditions prescribed in this AGREEMENT, the franchise rights and authority to construct, replace, repair, monitor, maintain, use, and operate the equipment and facilities necessary for telecommunication service crossing, within, upon, under and over the CITY-owned rights-of-way (“FRANCHISE AREA”). FRANCHISEE may place, erect, lay, maintain and operate in, upon, under and over the Rights-of-Way within the City poles, wires whether copper, fiber optic or other technology, and other appliances and conductors for all telephone and other telecommunication services, as defined in RCW 35.99.010, including information services and internet access (collectively “Services”). This FRANCHISE grants FRANCHISEE the right to provide such Services (individually or in combination) in the FRANCHISE AREA, but not the obligation. Such franchise rights and authority shall not be deemed to be exclusive to FRANCHISEE and shall in no way prohibit or limit the CITY’S ability to grant other franchises, permits, or rights along, over, or under the areas to which this FRANCHISE has been granted to FRANCHISEE; provided that, any other franchise(s) do not unreasonably interfere with FRANCHISEE’S exercise of its franchise rights and authority. This FRANCHISE shall in no way interfere with existing utilities or in any way limit, prohibit, or prevent, the CITY from using the FRANCHISE AREA or affect the CITY’S jurisdiction over any area in any way.

Section 2. Authority. The CITY’S Director of Public Works or his/her designee is hereby granted the authority to administer and enforce the terms and provisions of this FRANCHISE and may develop such rules, policies, and procedures, as he/she deems necessary to carry out the provisions contained herein.

Section 3. Construction Provisions and Standards. The following provisions shall be considered mandatory and failure to abide by any conditions described herein shall be deemed as non-compliance with the terms of this FRANCHISE:

- A. Permit Required** - No construction, maintenance, or repairs (except for emergency repairs) shall be undertaken in the FRANCHISE AREA without first obtaining a permit to perform such work from CITY'S Public Works Department. The CITY agrees that the permit requirements imposed on FRANCHISEE are of general applicability and such permitting requirements are uniformly and consistently applied by the CITY as to other public utility companies and other similarly situated entities operating in the CITY.
- B. Coordination** - All work and inspection shall be coordinated with the CITY'S Public Works Department to ensure consistency with CITY'S infrastructure, CITY'S future capital improvement projects, all developer improvements, and pertinent codes and franchises.
- C. Construction Standards** - Any construction, installation, maintenance, and restoration activities performed by or for FRANCHISEE within the FRANCHISE AREA shall be conducted and located so as to produce the least amount of interference with the free passage of pedestrian and vehicular traffic. All construction, installation, maintenance, traffic control and restoration activities shall be conducted so as to conform to CITY'S most-current standards in effect at the time that such activities take place, and as may detailed in a Manual on Accommodating Utilities.
- D. Undergrounding** - The parties agree that this FRANCHISE does not limit the CITY'S authority under federal law, state law or local ordinance, to require the undergrounding of utilities or other facilities. FRANCHISEE shall not be required to convert existing facilities or install new facilities underground in any areas where other service providers (e.g., power, cable, telecommunications, etc.) have aerial facilities. In the event the CITY or any agency directly or indirectly reimburses any utility for the placement of facilities underground or the movement of facilities, FRANCHISEE will be similarly reimbursed. Where other utilities are present and involved in the undergrounding project, FRANCHISEE will only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of FRANCHISEE'S own facilities.
- E. Removal or Abandonment** - Upon the removal from service of any telecommunication components or other associated structures, facilities and amenities, FRANCHISEE shall comply with all applicable standards and requirements prescribed by CITY'S Public Works Department for the removal or abandonment of said structures and telecommunication service facilities.
- F. "One-Call" Location & Liability** – CITY will not locate private infrastructure. The "One-Call" locate will be the responsibility of the FRANCHISEE.
- G. As-Built Plans Required** - FRANCHISEE shall present as-built plans to be inspected and approved by CITY'S Public Works Director or his/her designee.

- H. Protect Public Interest** - FRANCHISEE understands and agrees that the Selah Municipal Code incorporates provisions necessary to protect the public interest and investment with regard to utilization of CITY-owned roads and rights-of-way.
- I. Service Drops and Maintenance** - FRANCHISEE shall not be required to obtain prior CITY approval or a permit (i) for routine maintenance or repair of above-ground FRANCHISEE-owned equipment, including the installation of new or replacement cables or wires on existing aerial facilities when the installation, maintenance, repair or replacement will not impact vehicular traffic by closing or blocking a lane of vehicular travel on any public roadway; or (ii) to construct, install, extend, maintain, repair, replace, or remove service drops, service laterals, and customer connections within the FRANCHISE AREA. FRANCHISEE is permitted without obtaining permission or a permit to (a) connect new customer premises to FRANCHISEE's distribution system; (b) repair or replace damaged service drops; (c) disconnect or reconnect service drops; (d) relocate service drops for operational or safety reasons; and (e) perform routine inspection and maintenance of service drop facilities.
- J. Relocation** - Whenever CITY determines that it is necessary for any of FRANCHISEE'S facilities, or for other system components, to be moved or relocated to accommodate the construction, or enhancement of any CITY-owned public amenity in the FRANCHISE AREA, CITY shall notify FRANCHISEE in writing of such determination. Within ninety (90) days of the approval by CITY of the plans for relocation, FRANCHISEE shall relocate those facilities or structures designated by CITY. The costs of moving or relocating FRANCHISEE facilities or structures, including but not limited to costs for design, engineering and construction is the responsibility of FRANCHISEE. FRANCHISEE may submit written alternative relocation proposals within thirty (30) days of receiving the CITY's determination regarding relocation. CITY shall evaluate any alternatives submitted by FRANCHISEE and provide written feedback. CITY may require FRANCHISEE to submit additional supporting information at FRANCHISEE's expense. CITY shall give full and fair consideration to each proposed alternative. If CITY determines that no alternative is reasonable or feasible, FRANCHISEE shall promptly submit plans for the original relocation as requested by CITY. Notwithstanding the foregoing, FRANCHISEE reserves all rights to seek compensation for relocation costs as permitted under RCW 35.99.060 and other applicable Washington state law.

Section 4. Franchise Compliance.

- A. Franchise Revocation** - Upon an event of Default (as defined below), CITY will provide FRANCHISEE with written notice, which describes the Default and requests remedial action within thirty (30) days of receipt of such notice. If within the thirty (30) day notice period, Franchisee cures the Default or commences to cure a Default that cannot reasonably be cured within the thirty (30) days of the notice, the notice of Default shall be deemed withdrawn. The demonstration of due diligence on the part of FRANCHISEE will be grounds for the grant of an extension in the period during which curing of the Default is to be attained; provided that, FRANCHISEE continues to pursue correction of any Defaults that are or were noted by CITY.

1. "Default" as used herein shall include:
 - a. Violation of any of the material provisions of this AGREEMENT;
 - b. Misrepresentation in the FRANCHISE application or a rights-of-way construction application;
 - c. FRANCHISEE is found by a court of competent jurisdiction to have practiced any fraud or deceit upon the CITY;
 - d. Failure to pay lawful taxes, compensation, fees or costs due to the CITY after final determination by the CITY of the taxes, compensation, fees or costs;
 - e. Failure to comply with technical, safety and engineering standards related to work within the rights-of-way; or
 - f. Failure to obtain or maintain any and all licenses, permits, certifications and other authorizations required by state or federal law for the placement, maintenance or operation of the FRANCHISEE's facilities.
2. If the City determines that the FRANCHISEE has not cured or otherwise remedied the Default pursuant to Section 4(A) above, then the CITY Manager or other duly appointed CITY official ("Examiner"), may recommend initiating a revocation hearing in front of the CITY council to determine if termination, revocation, or lesser remedies are appropriate. Rather than make a final decision, the Examiner shall make a recommendation to the CITY council, and such recommendation will include a determination of (i) whether an event that is grounds for revocation has occurred; (ii) whether such event is excusable; and (iii) whether such event has been cured or will be cured by FRANCHISEE. The recommendation shall include supporting documents and be supported by findings of fact and conclusions of law based upon the record. Within thirty (30) days of the conclusion of the hearing, the Examiner shall submit their recommendation to the CITY council, unless the FRANCHISEE agrees in writing to extend the time period, or the time period has been extended by a request for reconsideration. Prior to making the recommendation to the CITY council, the Examiner shall provide an opportunity for the FRANCHISEE to comment and shall provide such comments to the CITY council.
3. The CITY council shall, at a public hearing, consider and take final action on the revocation notice, upon the recommendation of the Examiner. FRANCHISEE shall be provided thirty (30) days advance notice of the date of the public hearing and an opportunity to be heard prior to final action by CITY council. In acting on the recommendation of the Examiner, the CITY council shall either: (i) accept the recommendation of the Examiner; (ii) reject the recommendation of the Examiner; (iii) require such other action as the CITY council determines are necessary, or (iv) remand the recommendation to the Examiner for an additional hearing limited to specific issues identified by the CITY council.
4. The CITY Council shall act through adoption of an ordinance. The ordinance may declare that the FRANCHISE shall be revoked as of a date

to be specified in the ordinance. The ordinance may also specify that the FRANCHISE will only be revoked if the FRANCHISEE does not comply with the CITY's requirements within such period as the CITY council may also fix in such ordinance. The ordinance shall include findings of fact and conclusions derived from those facts which support the decision of the CITY council. The CITY council may by reference adopt some or all of the findings and conclusions of the Examiner.

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Section 13. Claims for Damages. In the construction, installation, repair, operation, and maintenance of its structures and facilities, FRANCHISEE shall use reasonable and appropriate precautions to avoid damage to persons or property. FRANCHISEE shall indemnify, hold harmless, and also defend CITY and its officers, agents, and employees from all third party claims, actions or damages of every kind or description, including reasonable attorney's and expert witness fees, which may accrue to or be suffered by any person or persons, corporation or property to the extent caused in part or in whole by any negligent act or omission of FRANCHISEE, its officers, agents, employees and contractors, carried on in the furtherance of the rights, benefits, and privileges granted to FRANCHISEE by this FRANCHISE. In the event any claim or demand is presented to or filed with the CITY which gives rise to FRANCHISEE'S obligation(s) pursuant to this section, CITY shall within a reasonable time notify FRANCHISEE thereof and FRANCHISEE shall have a right, at its election, to settle or compromise such claim or demand. In the event any claim or action is commenced in which CITY is named as a party, and which suit or action is based on a claim or demand which gives rise to FRANCHISEE'S obligation(s) pursuant to this section, CITY shall promptly notify FRANCHISEE thereof, and FRANCHISEE shall, at its sole cost and expense, defend such suit or action by attorneys of its own election. In defense of such suit or action, FRANCHISEE may, at its election and at its sole cost and expense, settle or compromise such suit or action. This section shall not be construed to require FRANCHISEE to: (i) protect and save CITY harmless from any claims, actions, or damages; (ii) settle or compromise any claim, demand, suit, or action; (iii) appear in or defend any suit or action; or, (iv) pay any judgment or reimburse the CITY'S costs and expenses (including reasonable attorney's fees), to the extent such claim arises out of the sole negligence of CITY. To the extent of any concurrent negligence between FRANCHISEE and CITY, FRANCHISEE'S obligations under this section shall only extend to its own share of negligence or fault. CITY shall have the right at all times to participate through its own attorney in any suit or action which arises out of any right, privilege, and authority granted by or exercised pursuant to this FRANCHISE when CITY determines that such participation is required to protect the interests of CITY or the public. Such participation by CITY shall be at CITY'S sole cost and expense.

Section 14. Severability. If any section, sentence, clause, or phrase of this FRANCHISE is held to be invalid or unconstitutional by a court of competent jurisdiction, CITY may, at its sole discretion, deem the entire FRANCHISE to be affected and thereby nullified. However, in the event that a determination is made that a section, sentence, clause, or phrase in this FRANCHISE is invalid or unconstitutional, CITY may elect to treat the portion declared invalid or unconstitutional as severable and enforce the remaining provisions of this FRANCHISE; provided that, if CITY elects to enforce the remaining provisions of the FRANCHISE, FRANCHISEE shall have the option to terminate the FRANCHISE.

Section 15. Indemnification. Not including a claim for damages that CITY may raise under Section 13 above, FRANCHISEE, and each of its successors and assigns, agrees and covenants to indemnify and hold harmless CITY from and against any and all third-party liability, loss, cost, damages, whether to persons or property, or expense of any type or nature, including reasonable attorney's fees and expert witness fees, to the extent it arises from any negligent act or omission or willful misconduct of FRANCHISEE or one of its successors or assigns, arising from or connected to work under this FRANCHISE, except to the extent such liability, loss, cost, damages, expenses or fees are caused by the negligence of the CITY; provided however, that in case any suit or action is instituted against CITY by reason of any such damage or injury, CITY shall: (i) cause written notice thereof to be given unto FRANCHISEE; (ii) provide all reasonably requested assistance in defense or settlement of such claim at FRANCHISEE'S expense; and, (iii) retain the right to control the defense of settlement or such claims.

The parties acknowledge that this FRANCHISE is subject to RCW 4.24.115. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the FRANCHISEE and the CITY, its officers, officials, employees, and volunteers, the FRANCHISEE's liability hereunder shall be only to the extent of the FRANCHISEE's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the FRANCHISEE's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this FRANCHISE.

The CITY acknowledges that under no circumstances will FRANCHISEE be liable under this FRANCHISE for special, consequential or punitive damages or damages with respect to economic loss.

Section 16. Effective Date. This FRANCHISE shall take effect and be in full force and effect after approval of the City of Selah City Council via a Resolution.

Section 17. Other Conditions: (None)

Section 18. Amendment: This FRANCHISE may not be amended, modified, or changed except by written agreement signed by both parties.

Section 19. Survival: The provisions of Sections 13 (Claims for Damages), 15 (Indemnification), and this Section 20 shall survive the termination or expiration of this FRANCHISE.

Section 20. Waiver: The failure of either party to enforce any provision of this FRANCHISE shall not be construed as a waiver of such provision or the right to enforce such provision in the future.

Section 21. Governing Law: This FRANCHISE shall be construed in accordance with the laws of the State of Washington. The United States District Court for the Western District of Washington, and Yakima County Superior Court have proper venue for any dispute related to this FRANCHISE.

Section 22. Entire Agreement: This FRANCHISE constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements relating to the subject matter hereof.

This FRANCHISE is not valid until accepted and signed by FRANCHISEE.

DATED this _____ day of _____, _____, at Selah, Washington.

CITY

By: _____

Name:

Mayor

Date: _____

Zipty Fiber Pacific, LLC

UBI No. 604-852-167

By: _____

Name: _____

Jessica Epley
VP – Regulatory & External Affairs

Date: _____

BCE

[< Back to all news](#)

BCE and PSP Investments Announce Strategic Partnership to Create Network FiberCo

This news release contains forward-looking statements. For a description of the related risk factors and assumptions, please see the section entitled "Caution Regarding Forward-Looking Statements" later in this news release.

MONTRÉAL, May 8, 2025 /CNW/ - BCE Inc. (TSX: BCE) (NYSE: BCE), Canada's largest communications company¹, and Public Sector Pension Investment Board (PSP Investments), one of Canada's largest pension investors, today announced the formation of Network FiberCo, a long-term strategic partnership to accelerate the development of fibre infrastructure through Ziplly Fiber, in underserved markets in the United States.



As a premier wholesale network provider, Network FiberCo will be focused on last-mile fibre deployment outside of Ziplly Fiber's incumbent service areas, enabling Ziplly Fiber to potentially reach up to 8 million total fibre passings.

PSP Investments has agreed to a potential commitment in excess of US\$1.5 billion.

Leadership Perspectives

"Today's announcement represents a pivotal step in BCE's fibre growth strategy. By bringing PSP Investments' financial resources and acumen to Ziplly Fiber, we are creating a scalable, capital-efficient platform to fund U.S. fibre footprint expansion. This strategic partnership will improve free cash flow generation and strengthen EBITDA accretion over the long term, reinforcing our commitment to delivering long-term value for shareholders while maintaining financial discipline."

- **Mirko Bibic, President and CEO, BCE and Bell Canada**

"PSP Investments is pleased to partner with BCE, a long-standing Canadian champion of innovation and connectivity, to support the development of fibre infrastructure in Ziplly Fiber's target markets, which benefit from secular tailwinds. This commitment by PSP Investments will generate inflation-linked and downside-protected returns, which will contribute to fulfilling our mission to support the retirement of people who protect and serve Canada. PSP Investments has been an investor in Ziplly Fiber, and this partnership, leveraging our global infrastructure experience, aligns perfectly with our strategy and strengthens our diversified portfolio."

- **Deborah Orida, President and Chief Executive Officer, PSP Investments**

"This strategic partnership aligns perfectly with Ziplly Fiber's mission to improve connectivity in the communities we serve. We're combining our operational expertise with BCE's scale and PSP Investments' financial strength to accelerate fibre deployment, enhance customer experiences, and drive sustainable growth."

- **Harold Zeitz, CEO, Ziplly Fiber**

Key Highlights of the Strategic Partnership

- **Ownership Structure:** BCE through Ziplly Fiber will hold a 49% equity stake in Network FiberCo, with PSP Investments owning 51% through its High Income Infrastructure Fund.

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Strategic Rationale

The U.S. fibre broadband market represents a transformative growth opportunity, with penetration rates well below Canada's and efficient construction enabling large-scale deployment. Network FiberCo's scalable platform supports both organic fibre expansion and potential acquisitions while enhancing its capital-efficient structure.

Driving Sustainable Growth

BCE's proposed acquisition of Ziplly Fiber marks a strategic entry into the U.S. broadband market, securing a leading management team and operating platform with significant long-term growth potential. This disciplined reinvestment unlocks value through an expanded and diversified fibre footprint while benefiting economies of scale.

Ziplly Fiber has achieved significant fibre broadband subscriber growth and adjusted EBITDA growth in 2024, validating the strategic rationale and demonstrating its ability to generate meaningful and sustainable long-term cash flow.

Ownership and Operations

Upon, and contingent on, close of the previously announced acquisition of Ziplly Fiber, BCE will assume 100% ownership of Ziplly Fiber's existing operations. Ziplly Fiber, as a BCE subsidiary, will continue to operate its existing network and execute its in-footprint fibre-to-the-home build strategy. Ziplly Fiber will be a long-term partner to Network FiberCo, jointly owned by PSP Investments and BCE, as the exclusive Internet service provider to locations passed by Network FiberCo.

Additional Transaction Details

The transaction is expected to close in the second half of 2025, subject to customary closing conditions and the closing of BCE's previously announced acquisition of Ziplly Fiber.

Analyst Call Details

BCE will hold a conference call with the financial community at 8:00 AM ET today, May 8, 2025 to discuss its Q1 2025 results and speak to the Network FiberCo strategic partnership. Media are welcome to participate on a listen-only basis. To participate, please dial toll-free 1-844-933-2401 or 647-724-5455. A replay will be available until midnight on June 8, 2025 by dialing 1-877-454-9859 or 647-483-1416 and entering passcode 7485404. A live audio webcast of the conference call will be available on BCE's website at [BCE Q1-2025 conference call](#).

About BCE

BCE is Canada's largest communications company¹, providing advanced Bell broadband wireless, Internet, TV, media and business communication services. To learn more, please visit [Bell.ca](#) or [BCE.ca](#).

Through [Bell for Better](#), we are investing to create a better today and a better tomorrow by supporting the social and economic prosperity of our communities. This includes the Bell Let's Talk initiative, which promotes Canadian mental health with national awareness and anti-stigma campaigns like Bell Let's Talk and significant Bell funding of community care and access, research and workplace leadership initiatives throughout the country. To learn more, please visit [Let's Talk](#).

About PSP Investments

The Public Sector Pension Investment Board (PSP Investments) is one of Canada's largest pension investors with C\$264.9 billion of net assets under management as of 31 March 2024. It manages a diversified global portfolio composed of investments in capital markets, private equity, real estate, infrastructure, natural resources, and credit investments. Established in 1999, PSP Investments manages and invests amounts transferred to it by the Government of Canada for the pension plans of the federal public service, the Canadian Forces, the Royal Canadian Mounted Police and the Reserve Force. Headquartered in Canada, PSP Investments has its principal business office in Montréal and offices in New York, London and Hong Kong. For more information, visit [investpsp.com](#) or follow us on [LinkedIn](#).

Media inquiries

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Investor inquiries

Richard Bengian

richard.bengian@bell.ca

¹ Based on total revenue and total combined customer connections.

CAUTION REGARDING FORWARD-LOOKING STATEMENTS

Certain statements made in this news release are forward-looking statements, including statements relating to the formation of Network FiberCo, a long-term strategic partnership to accelerate the development of fibre infrastructure through Northwest Fiber Holdco, LLC (doing business as Ziplly Fiber (Ziplly Fiber) underserved markets in the United States, the expected timing and completion thereof, certain potential benefits expected to result from the formation of the strategic partnership, such as the future deployment of targeted fibre passings, the expected funding of the strategic partnership, the expected improvement in BCE's free cash flow generation and adjusted EBITDA accretion over the long term, as well as long-term value creation for BCE shareholders, the proposed acquisition of Ziplly Fiber and certain potential benefits expected to result from such acquisition, Ziplly Fiber's expected long-term cash flow generation, BCE Ziplly Fiber's growth prospects, business outlook, objectives, plans and strategic priorities, and other statements that are not historical facts.

All such forward-looking statements are made pursuant to the "safe harbour" provisions of applicable Canadian securities laws and of the United States *Securities Litigation Reform Act of 1995*. Forward-looking statements are subject to inherent risks and uncertainties and are based on several assumptions that give rise to the possibility that actual results or events could differ materially from our expectations. These statements are not guarantees of future performance or events, and we caution you against relying on any of these forward-looking statements. The forward-looking statements contained in this news release describe our expectations at the date of this news release and, accordingly, are subject to change after such date. Except as may be required by applicable securities laws, we do not undertake any obligation to update or revise any forward-looking statements contained in this news release, whether as a result of new information, future events or otherwise. The timing and completion of the transaction relating to the formation of the strategic partnership are subject to the closing of the pending acquisition of Ziplly Fiber, as well as customary closing conditions and other risks and uncertainties which may affect its completion or timing. Accordingly, there can be no assurance that the transaction relating to the formation of the strategic partnership will occur, or that it will occur on the terms and conditions, or at the time, contemplated in this news release. The transaction relating to the formation of the strategic partnership could be modified, restructured or terminated. There can also be no assurance that the potential benefits expected to result from the formation of the strategic partnership will be realized. In addition, the timing and completion of the pending acquisition of Ziplly Fiber are subject to customary closing conditions, termination rights and risks and uncertainties, including relevant regulatory approvals, which may affect its completion, terms or timing and, accordingly, there can be no assurance that the acquisition of Ziplly Fiber will occur, or that it will occur on the terms and conditions, or at the time, currently contemplated, or that certain potential benefits expected to result from the proposed acquisition will be realized.

For additional information on assumptions and risks underlying certain of our forward-looking statements made in this news release, please consult BCE's Annual MD&A dated March 6, 2025, BCE's 2025 First Quarter MD&A dated May 7, 2025, and BCE's news release dated May 8, 2025 announcing its financial results for the first quarter of 2025, filed with the Canadian provincial securities regulatory authorities (available at [sedarplus.ca](https://www.sedarplus.ca)) and with the U.S. Securities and Exchange Commission (available at [SEC.gov](https://www.sec.gov)). These documents are also available at [BCE.ca](https://www.bce.ca).

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Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 1/13/2026
Agenda Number: 12A

Action Item

Title: [Conduct a] Public Meeting Regarding WSDOT’s Proposed Installation of a New Crosswalk and Pedestrian Hybrid Beacon (PHB/HAWK) Across North Wenas Road

From: Ty Jones, Public Works Utility Supervisor

Action Requested: Hold the Public Meeting

Staff Recommendation: City Staff is requesting that the City Council hold a public meeting so that the Washington State Department of Transportation (WSDOT) can provide updates about its desire to install a pedestrian crossing across North Wenas Road. WSDOT will discuss the contemplated pedestrian crossing and receive comments, if any, regarding the matter.

Board/Commission Recommendation: N/A

Fiscal Impact: None until work occurs or is contracted to occur. (Funding may be provided through a combination of WSDOT safety improvement funds and City cost participation/matching funds. Detailed cost estimates will be developed later, if this work proceeds.)

Funding Source: N/A

Background/Findings/Facts: WSDOT is requesting a second public hearing regarding its desire to install a new marked crosswalk and a Pedestrian Hybrid Beacon (PHB/HAWK) across North Wenas Road (a/k/a SR 823), which is a street location within the City’s corporal limits but that overlaps a state highway. Following the initial public hearing on this matter, WSDOT has revised its plan.

Recommended Actions: (1) Conduct the public meeting and receive public input, if any, and provide an opportunity for questions and answers between the City Council and WSDOT. (2) The City Council expresses whether it supports or does not support installation of a PHB/HAWK at the subject location. (3) The City Council authorizes or does not authorize City staff to participate on design coordination, public outreach, and implementation planning for this contemplated project.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
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11/12/2025

[Initial] Public Meeting Regarding a WSDOT Proposal for the Installation of a New Crosswalk and Pedestrian Safety Signal (RRFB or PHB/HAWK) Across North Wenas Road

Agenda Statement

Subject: WSDOT Pedestrian crossing PHB/HAWK (Pedestrian Hybrid Beacon)

Presenter: Bruce Peart, Washington State Department of Transportation (WSDOT)

Meeting Date: January 13, 2026

Purpose:

After careful consideration, the recommended site for the pedestrian crossing is positioned ~160' north of Larson Rd along N Wenas Rd-SR823 MP ~1.98. This location has been identified based on all the requirements for a pedestrian hybrid beacon mid-block crossing, as well as taking into account the fence opening of the school fence.

The installation of this crossing will significantly enhance pedestrian safety and facilitate smoother crossings for the community. Please see the attached preliminary plan sheet for a detailed overview of the proposed crossing.

Action Requested:

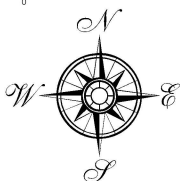
That the City Council:

Authorize WSDOT and City staff to proceed with coordination, design plan preparations and construction.



Washington State
Department of Transportation
 Systems Analysis and Program Development

Under 23 U.S. Code, Section 409, this data cannot be used in discovery or as evidence at trial in any action for damages against State, Tribal or Local Government that involves the locations mentioned in this data



Vicinity Map

N. Wenas Rd. and SR823

Date 01/05/2026



December 10, 2025

TO: Rocky Wallace, City of Selah Public Works Director

FROM: ^{ttw}Tina Nguyen, P.E., SC Region Assistant Traffic Engineer

ITEM: Pedestrian crossing

After careful consideration, the recommended site for the pedestrian crossing is positioned ~160' north of Larson Rd along N Wenas Rd-SR823. This location has been identified based on all the requirements for a pedestrian hybrid beacon mid-block crossing, as well as taking into account the fence opening of the school fence.

The installation of this crossing will significantly enhance pedestrian safety and facilitate smoother crossings for the community. Please see the attached preliminary plan sheet for a detailed overview of the proposed crossing. If you have any questions or need further details, feel free to reach out at any time.

Attachment: SR 823 Ped Crossing Selah.pdf

