

**CITY OF ELLENSBURG
AGENDA
Council Chambers
Thursday, October 20, 2022
3:30 PM - Utility Advisory Committee**

<https://us02web.zoom.us/j/86001066745>

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

3.A Approve minutes - Sept 15, 2022 regular meeting minutes
[UAC Minutes 9-15-22.docx](#)

3.B Approve minutes - October 10, 2022 special meeting minutes
[UAC Minutes 10-10-22 Special Meeting.pdf](#)

4. APPROVAL OF CONSENT AGENDA Consent items have been distributed to committee members in advance for study and will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a committee member or at the request of a member of the public with concurrence of a committee member.

4.A [Craig's Hill Pressure Zone Improvements Agreement for Professional Services](#)
[Ellensburg Craig Hill APS.pdf](#)

4.B [Ellensburg Reservoir Siting Study Agreement for Professional Services](#)
[Ellensburg Reservoir Siting Study APS.pdf](#)

5. CORRESPONDENCE AND CITIZEN COMMENTS ON NON-AGENDA ITEMS Time is set aside each meeting to allow citizens to address the Utility Advisory Committee on city utility issues that are not on the agenda. Please limit remarks to three minutes. The Committee will not take action when the issue is first raised, but may place the issue on a future agenda. Citizen comment on items on the agenda is also welcome. Please let the chair know you wish to speak and then wait to be recognized.

5.A M. Anderson Letter
[UAC October Testimony Final 2.pdf](#)

6. TELECOMMUNICATIONS UTILITY DISCUSSION ITEMS

6.A Telecommunications Issues and Updates
[UAC October 2022 - Telecom Issues & Updates updated.docx](#)

7. ELECTRIC, NATURAL GAS, WATER, WASTEWATER, STORMWATER UTILITY DISCUSSION ITEMS

8. INFORMATIONAL ITEMS

- 8.A [Gateway 1 amendment with Ecology to extend the date of the agreement to 12/31/2023 and provide additional funding due to construction bid overrun.
EllePW-00012_AmendmentforSignature.pdf](#)
- 8.B [Consultant Agreement - Secondary Clarifiers Rebuild Design
City of Ellensburg - Professional Services Agreement Secondary Clarifier Rehabilitation](#)
- 8.C [Public Works & Utilities Issues and Updates
UAC October 2022 Public Works & Utilities Issues Update.docx](#)

9. NEXT MEETING

- 9.A November 17th, 2022 at 3:30 pm

10. ADJOURNMENT



CITY OF ELLENSBURG

Utility Advisory Committee

Date of Meeting

September 15, 2022

Time of Meeting

3:30 PM

Place of Meeting

Council Chambers & remotely via Zoom

Nancy Goodloe, Chairperson, term expires May 31, 2024

Ed Barry, Vice Chairperson, term expires May 31, 2023

Nancy Lillquist, City Council, term expires May 31, 2025

Scott Carlson, CWU, term expires May 31, 2025

Bryan Clark, KITTCOM, term expires May 31, 2023

Jim Goeben, Telecommunications Utility customer, term expires May 31, 2023

Nate Sitton, City Utility Customer, term expires May 31, 2023

1. CALL TO ORDER

Chairperson Goodloe called the meeting to order at 3:30 pm.

2. ROLL CALL

Members present: Nancy Goodloe, Chair; Nancy Lillquist, City Council; Ed Barry, Vice Chair; Nate Sitton, City Utility Customer (Zoom); Scott Carlson, CWU (Zoom); Jim Goeben, Telecom Customer (Zoom); Bryan Clark, KITTCOM (Zoom).

Also present: Ryan Lyyski, Public Works & Utilities Director; Kim Bowie, Operations Analyst; Darin Yusi, Gas Engineer (Zoom); Buddy Stanavich, Power & Gas Manager; Ben Faubion, IT; Jon Morrow, Stormwater Manager.

Others present remotely via Zoom.

3. APPROVAL OF MINUTES

3.A. Approve minutes - July 21, 2022 regular meeting minutes

Committee member Barry moved to approve the minutes. **Motion approved. 7-0**

4. APPROVAL OF CONSENT AGENDA

Consent items have been distributed to committee members in advance for study and will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a committee member or at the request of a member of the public with concurrence of a committee member.

4.A. Illinois Well Facility Contract Change Order #2

Committee member Lillquist moved to approve the consent agenda. **Motion approved. 5-0**

5. CORRESPONDENCE AND CITIZEN COMMENTS ON NON-AGENDA ITEMS

Sylvia Shriner spoke via virtual appearance about the possible gas extension to the Foster North development.

6. TELECOMMUNICATIONS UTILITY DISCUSSION ITEMS

6.A. Telecommunications Issues and Updates

Ben Faubion shared telecommunications updates.

7. ELECTRIC, NATURAL GAS, WATER, WASTEWATER, STORMWATER UTILITY DISCUSSION ITEMS

7.A. Annual Natural Gas Safety Survey

Committee member Lillquist move the committee to perform the annual natural gas safety survey in-house using public awareness funds not to exceed \$1,000 for survey incentives.

Motion approved. 5-0

7.B. 2023-2024 Stormwater Utility Rate Discussion

Committee member Barry move the committee forward a favorable recommendation to City Council for adoption of ordinance with increased rate structure. **Motion approved. 5-0**

8. INFORMATIONAL ITEMS

8.A. Digital Advertising Campaign

Darin Yusi presented the results of a digital advertising campaign completed by Viamedia.

8.B. Public Works & Utilities Issues and Updates

Department updates were shared.

9. NEXT MEETING

9.A. October 20th, 2022 at 3:30 pm

10. ADJOURNMENT

With no further discussion, the meeting adjourned at 4:19 pm.

Kim Bowie
Recording Secretary
Drafted: 9/16/2022
Approved:



CITY OF ELLENSBURG

Utility Advisory Committee Special Meeting

Date of Meeting

October 10, 2022

Time of Meeting

2:00 PM

Place of Meeting

Council Chambers

1. CALL TO ORDER & ROLL CALL

Chairperson Goodloe called the meeting to order at 2:00 pm.

Members present: Nancy Goodloe, Chair; Nancy Lillquist, City Council; Ed Barry, Vice Chair; Scott Carlson, CWU (Zoom). Nate Sitton, City Utility Customer (absent).

Also present: Ryan Lyyski, Public Works & Utilities Director; Kim Bowie, Operations Analyst; Buddy Stanavich, Power & Gas Manager; Derek Mayo, Engineering Services Manager; Julie Coppock, Rate Analyst; Terry Weiner, City Attorney.

One member of the public and others present remotely via Zoom.

2. Sustainability & Energy Plan - Consultant's Scope, Schedule & Agreement

2.A Sustainability & Energy Plan Consultant's Scope, Schedule, and Agreement

Nancy Lillquist referenced a letter submitted for public comment on October 10, 2022.

Committee member Barry moved to forward a favorable recommendation to Council to authorize the City Manager's signature on the professional services agreement between the City of Ellensburg and McKinstry Essention, LLC not to exceed the budgeted amount of \$200,000.

Motion approved. 4-0.

3. ADJOURNMENT

With no further discussion, the meeting adjourned at 2:14 pm.

Kim Bowie
Recording Secretary

Drafted: 10/11/2022

Approved:



AGENDA REPORT

Meeting Date: October 20, 2022

Agenda Subject: Craig's Hill Pressure Zone Improvements Agreement for Professional Services

Submitted by: Josh Mattson Public Works & Utilities

Recommended Action or Motion: Forward a favorable recommendation to Council to authorize the City Manager's signature on the Craig's Hill Pressure Zone Improvements Agreement for Professional Services between the City of Ellensburg and HLA Engineering and Land Surveying, Inc.

Background/Summary: The City of Ellensburg is completing the 2020 Water System Plan. The creation of a new Craig's Hill Pressure Zone (1760 Zone) is a noted deficiency in this plan. Numerous service connections on the top of Craig's Hill have pressures of less than 30 pounds per square inch (psi) under existing peak hour demand (PHD) conditions. Low pressures in this area also limit the available fire flow in the 1740 Zone and cause a significant portion of the Craig's Hill Reservoir volume to be unusable dead storage.

The project will create a new 1760 Zone by converting the 1740 Zone on Craig's Hill to the new zone by installing a booster pump station with a parallel high-pressure water main and closing isolation valves along the pressure zone boundary. City staff reviewed 40 statements of qualifications from firms listed in the Municipal Research and Service Center (MRSC) Consultant Roster under the pump station, water system and reservoir professional design categories. Two firms were interviewed. HLA Engineering and Land Surveying, Inc. (HLA) was selected as the most qualified firm. Staff began scope and contract negotiations with HLA for pump station and water system design for this project.

Previous Council Action: September 16, 2019 Regular Council Meeting - Council authorized the City Manager to execute a Professional Services Agreement with RH2 Engineering in the amount of \$349,803.00 to perform the 2020 Water System Plan Update and design of the Illinois Well Outfitting.

Analysis: Pressure zone improvements at Craig's Hill in support of the new 1760 Zone will increase service water pressure, increase available fire flow, and increase available water storage volume in the Craig's Hill Reservoir.

HLA and their subcontractors will accomplish the following project objectives:

1. Provide design engineering services and prepare a bid-ready set of plans and specifications for this project.
2. Provide support for City staff as needed during project bidding.

Financial Impact: The total cost of this Agreement is \$228,812.00 which will be funded by the Water utility.

Attachments:
[Ellensburg Craig Hill APS.pdf](#)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
HLA ENGINEERING AND LAND SURVEYING, INC.**

RELATING TO: CIP PZ1 - CRAIG HILL PRESSURE ZONE IMPROVEMENTS

THIS COST PLUS FIXED FEE AGREEMENT is made and entered into this ____ day of _____, 2022 ("Effective Date"), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the "CITY") and HLA ENGINEERING AND LAND SURVEYING, INC., a Corporation authorized to do business in the state of Washington (hereinafter called the "CONSULTANT").

1. RECITALS.

1.1. The CITY desires to obtain professional services for work related to the Craig Hill Pressure Zone Improvements project.

1.2. The CITY has solicited for such professional services as required by law, including RCW Chapter 39.80 if applicable.

1.3. CONSULTANT represents that it is available and able to provide qualified personnel and facilities necessary for the work and services contemplated herein, and can accomplish the work and services within the required time period and in accordance with CITY's specifications, WSDOT Standard Specifications (as applicable), and professional standards.

1.4. CONSULTANT agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above representations and the terms, conditions, covenants, and agreements set forth below, the parties hereto agree as follows:

2. SCOPE OF WORK.

2.1. The scope of professional services to be performed and the results to be achieved by the CONSULTANT shall be as detailed in the attached Exhibit A and shall include all services and material necessary to accomplish the work ("Services").

2.2. The CITY may review the CONSULTANT'S work product, and if it is not satisfactory, the CONSULTANT shall make such changes as may be required by the CITY. Such changes shall not constitute "Extra Work" as related in Section 13 of this Agreement.

2.3. The CONSULTANT agrees that all services performed under this Agreement shall be in accordance with the standards of the profession and in compliance with applicable federal, state and local laws.

2.4. The Scope of Work may be amended upon written approval of both parties.

3. TIME OF PERFORMANCE. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through December 31, 2023. The work shall be completed in accordance with the schedule set forth in the attached Exhibit B.

4. PAYMENT. The CITY shall pay the CONSULTANT as set forth in this section of the Agreement. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.1. Payment shall be on the basis of the CONSULTANT'S standard billing rates multiplied by the actual hours worked, cost for actual labor, overhead and profit plus CONSULTANT'S direct non-salary reimbursable costs for cost plus fixed fee agreements or based on percentage of completed work for lump sum agreements, as set forth in the attached Exhibit C.

4.2. The CONSULTANT shall submit invoices to the CITY on a monthly basis. Invoices shall detail the work, hours, employee name, and hourly rate; shall itemize with receipts and invoices the non-salary direct costs; shall indicate the specific task or activity in the Scope of Work to which the costs are related; and shall indicate the cumulative total for each task.

4.3. The CITY shall review the invoices and make payment for the portion of the project or tasks that have been completed less the amounts previously paid.

4.4. The CONSULTANT invoices are due and payable within 30 days of receipt. In the event of a disputed billing, only the disputed portion will be withheld from payment.

4.5. Final payment for the balance due to the CONSULTANT will be made after the completion of the work and acceptance by the CITY.

4.6. Payment for "Extra Work" performed under Section 13 of this Agreement shall be as agreed to by the parties in writing.

4.7. The CITY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the Agreement for allowable unforeseen costs, or reimbursing the CONSULTANT 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 \$15,000 or 10% of the Maximum Compensation as shown in Section 5 of this Agreement. The amount included for the Management Reserve Fund is \$15,000. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section 13 – Extra Work.

5. MAXIMUM COMPENSATION.

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of \$228,812.00. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

5.2. The budget for each task is as set forth in the attached Exhibit D. Budgets for task(s) may be modified upon mutual agreement between the two parties, but in any event, the total payment to CONSULTANT shall not exceed the maximum amount per Section 5.1 above.

6. RELATIONSHIP OF PARTIES.

6.1. The relationship created by this Agreement is that of owner-independent contractor. Neither the CONSULTANT nor CONSULTANT's employees are employees of the CITY and are not entitled to the benefits provided by the CITY to its employees. The CONSULTANT, as an independent contractor, has the authority to control and direct the performance of the details of the services to be provided. No employee, agent, representative or subconsultant of CONSULTANT shall be or shall be deemed to be the employee, agent representative or subconsultant of the CITY. The CONSULTANT shall assume full responsibility for all wages, along with any Federal, State, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, Social Security, and income tax, payable as a result of work performed under this Agreement.

6.2. Employees of the CONSULTANT, while engaged in the performance of any work or services under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY, and claims that may arise under the Workman's Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT'S employees 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. On or before the Effective Date, CONSULTANT shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish

CONSULTANT's status as an independent contractor.

7. WORK PRODUCT AND DOCUMENTS.

7.1. The work product and all documents produced under this Agreement shall be furnished by the CONSULTANT to the CITY, and upon completion of the work shall become the property of the CITY, for use without restriction and without representation as to suitability for reuse by any other party unless specifically verified or adapted by the CONSULTANT, except that the CONSULTANT may retain one copy of the work product and documents for its records. The CONSULTANT will be responsible for the accuracy of the work, even though the work has been accepted by the CITY.

7.2. In the event that the CONSULTANT shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the CONSULTANT, along with a summary of work as of the date of default or termination, shall become the property of the CITY. Upon request, the CONSULTANT shall tender the work product and summary to the CITY. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the CITY.

7.3. CONSULTANT will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of CONSULTANT.

8. RECORDS. As a public agency, the CITY is subject to the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that CONSULTANT keeps records that are deemed public records and are needed for the CITY to respond to a request under the Act, as determined by the CITY, CONSULTANT agrees to make them promptly available to the CITY. Pursuant to Chapter 40.14 RCW, CONSULTANT shall retain records associated with this Agreement in accordance with the applicable retention schedule. CONSULTANT also agrees to indemnify and hold the CITY harmless from any claims or losses caused by CONSULTANT'S failure to make records available to the CITY as provided in this Agreement.

9. NONDISCRIMINATION. The CONSULTANT shall conduct its business in a manner, which assures fair, equal and non-discriminatory treatment of all persons, in particular:

9.1. The CONSULTANT shall maintain open hiring and employment practices and will welcome applications for employment in all positions, from qualified individuals who are members of minorities protected by federal equal opportunity/affirmative action requirements; and,

9.2. The CONSULTANT shall comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices

and assuring the service of all persons without discrimination as to any person's race, creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability or other legally protected classification.

10. SUBCONTRACTING.

10.1. The CONSULTANT shall not sublet or assign any of the work covered by this Agreement without the written consent of the CITY.

10.2. In the event any subcontracting is approved, the subcontractor and its employees shall be required to execute the Non-Disclosure Agreement prior to being given access to any confidential information regarding the CITY's computer system.

10.3. In all solicitation either by competitive bidding or negotiation made by the CONSULTANT for work to be performed pursuant to a subcontractor, including procurement of materials and equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of CONSULTANT's obligations under this Agreement, including the nondiscrimination requirements.

10.4. In performing this Agreement, the CONSULTANT shall not subcontract with or employ any CITY employee without the CITY's written consent.

11. SUPERVISION, INSPECTION AND PERFORMANCE.

11.1. Even though CONSULTANT is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of CITY and shall be subject to CITY's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

11.2. CONSULTANT represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by CONSULTANT, its employees, or by subconsultants whose selection has been authorized by CITY; provided that CITY's authorization shall not relieve CONSULTANT or its subconsultants from any duties or obligations under this Agreement, or at law, to perform the Services in a satisfactory and competent manner. CONSULTANT shall ensure that all contractual duties, requirements and obligations that CONSULTANT owes to CITY shall also be owed to CITY by CONSULTANT's subconsultants retained to perform the Services.

11.3. CONSULTANT shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans, designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. CONSULTANT shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. CONSULTANT shall be responsible for the professional standards,

performance, and actions of all persons and firms performing the Services under this Agreement. CONSULTANT shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

12. CHANGES IN WORK. Other than changes directed by the CITY as set forth in Section 1 above, either party may request changes in the scope of work. Such changes shall not become part of this Agreement unless and until mutually agreed upon and incorporated herein by written amendments to this Agreement executed by both parties.

13. EXTRA WORK. The CITY may desire to have the CONSULTANT perform work or render services in connection with this project, in addition to the Scope of Work set forth in Exhibit A and minor revisions to satisfactorily completed work. Such work shall be considered as "Extra Work" and shall be addressed in a written supplement to this Agreement. The CITY shall not be responsible for paying for such extra work unless and until the written supplement is executed by both parties.

14. TERMINATION.

14.1. The CITY may terminate this Agreement in whole or in part whenever the CITY determines, in its sole discretion that such termination is in the best interests of the CITY, upon not less than ten (10) days' written notice to the CONSULTANT. Written notice will be by certified mail sent to the consultant's designated representative at the address provided by the CONSULTANT. If this Agreement is terminated in its entirety by the CITY for its convenience, the CITY shall pay the CONSULTANT for satisfactory services performed through the date of termination, but no amount shall be allowed for anticipated profit on unperformed Services or other work.

14.2. The CITY may terminate this Agreement, in whole or in part and at any time, in writing if CONSULTANT substantially fails to fulfill any or all of its material obligations through no fault of CITY. If CITY terminates all or part of this Agreement for default, CITY shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to CONSULTANT using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs CITY incurs or will incur because of CONSULTANT's default. In such event, CITY shall consider the actual costs incurred by CONSULTANT in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to CITY at the date of termination, the cost to CITY of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to CITY of the Services performed to the date of termination. Under no circumstances shall payments made under this

provision exceed the Schedule of Charges. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

14.3. In the event this Agreement is terminated prior to the completion of the work, a final payment shall be made to the CONSULTANT, which, when added to any payments previously made, shall compensate the CONSULTANT for the portion of work completed. Whenever the Agreement is terminated in accordance with this Section 14, the CONSULTANT shall be entitled to payment for actual work performed up to the termination date. Upon such termination, whether for convenience or default, an equitable adjustment in the contract price will be made by the CITY for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination under this Section 14 shall not constitute a breach of the Agreement by the CITY.

15. INDEMNIFICATION/HOLD HARMLESS.

15.1. CONSULTANT shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the CONSULTANT in performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY.

However, 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 CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT's negligence.

15.2. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT'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.

15.3. The provisions of this section shall survive the expiration or termination of this Agreement. Further, the indemnity obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by CITY of or for any Services performed by CONSULTANT shall not be grounds for avoidance of any Indemnity Obligations.

16. INSURANCE.

16.1. The CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property

which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees or subcontractors.

16.2. CONSULTANT'S maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

16.3. Minimum Scope of Insurance. CONSULTANT shall obtain insurance of the types described below:

16.3.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contract liability coverage; and,

16.3.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The CITY shall be named or added as an additional insured under the Consultant's Commercial General Liability insurance policy using ISO endorsement form CG 20 26, or coverage at least as broad; and,

16.3.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington; and

16.3.4. Professional Liability insurance appropriate to the CONSULTANT's profession.

16.4. Minimum Amounts of Insurance. CONSULTANT shall maintain the following insurance limits:

16.4.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

16.4.2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

16.4.3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

16.5. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

16.5.1. The CONSULTANT's insurance coverage shall be primary

insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

16.5.2. Any payment of deductible or self-insured retention shall be the sole responsibility of the CONSULTANT.

16.5.3. The CONSULTANT'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

16.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

16.7. Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the CONSULTANT before commencement of the work.

16.8. Cancellation. CONSULTANT will provide notice to the CITY of any cancellation of coverage by no later than three (3) days after CONSULTANT is notified by its insurer that coverage will or has been canceled, whichever occurs earliest.

16.9. CITY Full Availability of CONSULTANT Limits. If the CONSULTANT maintains higher insurance limits than the minimum amounts shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONSULTANT, irrespective of whether such limits maintained by the CONSULTANT are greater than those required by this Agreement or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the CONSULTANT.

17. APPLICABLE LAW/VENUE. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute the venue of any litigation brought hereunder shall be Kittitas County.

18. NOTICE. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

City of Ellensburg
Department of Public Works & Utilities
Attention: Josh Mattson, Assistant City Engineer
501 N. Anderson
Ellensburg, WA 98926

HLA Engineering and Land Surveying, Inc.
Michael T. Battle, PE, President
2803 River Road
Yakima, WA 98902

19. ENTIRE AGREEMENT. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of CITY, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

20. PRIORITY OF DOCUMENTS. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.

21. MODIFICATION. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of CITY and CONSULTANT.

22. ASSIGNMENT. Any assignment of this Agreement by CONSULTANT without the prior written consent of CITY shall be void.

23. WAIVER. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

24. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement.

25. EXHIBITS AND SIGNATURES. This Agreement, including its exhibits, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following exhibits are hereby made a part of this Agreement:

Exhibit A – Scope of Work

Exhibit B – Schedule for the Work

Exhibit C – Consultant Labor Costs and Non-salary Reimbursable Costs

Exhibit D – Budget for Each Task

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CONSULTANT:

By: 

Printed
Name: MICHAEL T. BATTLE, PE

Title: PRESIDENT

Tax ID#: 91-1237188

THE CITY OF ELLENSBURG:

By: _____

Printed
Name: _____

Title: _____

ATTEST: _____
Clerk

Approved as to Form:

City Attorney

EXHIBIT A
SCOPE OF WORK

City of Ellensburg
CIP PZ1 - Craig Hill Pressure Zone (1760 Zone Booster Pump Station)
HLA Project No. 22183E

PROJECT DESCRIPTION:

The City of Ellensburg (CITY) desires to construct a new 1760 pressure zone at Craig's Hill necessary to provide adequate water system pressures and improve available fire flow. The intent is to construct a new 1,500 gallon per minute (gpm) booster pump station (BPS) and associated water main improvements necessary to accomplish the new 1760 pressure zone.

SCOPE OF SERVICES:

At the direction of the CITY, HLA Engineering and Land Surveying, Inc. (HLA), shall provide professional engineering services for the 1760 Zone Booster Pump Station project (PROJECT). HLA services shall include the following:

1.0 Design Engineering

It is anticipated one (1) complete bid package will be prepared for all improvements. If the CITY determines a separate bid package for equipment only is necessary to the PROJECT timeline, then associated work will be considered additional services.

- 1.1 Provide complete project management to deliver the PROJECT within mutually determined expectations.
- 1.2 Attend kick-off meeting with the CITY to identify and confirm the extent of improvements and schedule requirements.
- 1.3 Prepare baseline project design and bidding schedule for CITY review and comment. Provide monthly project status and schedule updates.
- 1.4 Assist CITY with State Environmental Review Process requirements, including preparation of a SEPA checklist and associated site plan exhibit. An Environmental Impact Statement (EIS) is not anticipated to be required for this PROJECT.
- 1.5 Review existing CITY utility map records and confirm extent of required utility locate areas with CITY prior to field topographic survey.
- 1.6 Perform field topographic survey of the proposed PROJECT area as required to complete design, plans, and specifications for the improvements. The survey area is generally bounded to the west by the top of slope of Craig Hill, by the eastern curb line of Craig Avenue, to the south by N. Maple Street, and to the north by the Craig Hill

Reservoir. Obtain spot elevations at extents of proposed 1760 pressure zone to confirm hydraulic model assumptions.

- 1.7 Perform field investigations necessary to design the identified improvements. It is assumed that CITY staff will work with HLA to field verify and confirm isolation valve locations and operation, and potential connection points for new BPS piping. CITY will provide vacuum truck, equipment, and crew necessary to pothole at critical design point locations.
- 1.8 Perform geotechnical site investigation and reporting to include observation of test pit excavations, site map preparation, seismic risk assessment (in accordance with IBC), complete geotechnical engineering analysis, and final geotechnical report. Test pit excavation and utility locating will be completed by CITY crew.
- 1.9 Review and identify public and private utilities within the PROJECT area.
- 1.10 Research and identify existing easements and right of way limits for the PROJECT.
- 1.11 Prepare informational flyer for distribution to affected property owners detailing the need for improvements and anticipated timeline. CITY to provide mailing list for affected properties identified by HLA. CITY to pay for and distribute flyers.
- 1.12 From the CITY's existing hydraulic water system model, consultant will verify Craig Hill water system demands and Water System Plan recommendations for need and size of the new booster pump station. CITY to provide the most recent calibrated water system model for the consultant's use to perform this work. Hydraulic analysis to include evaluation of system hydraulics under peak hour demand scenario and a steady state fire flow analysis under maximum day demand conditions. An extended period simulation is not included in the scope of services.
- 1.13 Prepare 30% design plans to include recommended location and size of new booster pump station, and list of available building appurtenances for selection by the CITY. Review and discuss preliminary plans with the CITY.
- 1.14 Coordinate design with utility companies; prepare power service request; meet with utility company representatives on site to review proposed improvements.
- 1.15 Incorporate CITY comments from 30% design review and prepare 60% design plans to include booster pump station design layout, system connection recommendations and associated project cost estimate. Review and discuss 60% design plans with the CITY.
- 1.16 Submit 60% design plans to the Department of Health (DOH) for review and comment. Incorporate DOH review comments into design documents.
- 1.17 Prepare preliminary electrical design, including electrical gear layout, VFD sizing, and generator selection. Electrical design services will include power, lighting, control, instrumentation, and SCADA equipment. Pumps will utilize VFDs for starting and control. Control panel and telemetry equipment will be designed for integration into

the CITY's existing SCADA system. PLCs will be Allen Bradley. PLC and HMI programming services are not included in the scope of services.

- 1.18 Incorporate CITY comments from 60% design review and prepare 90% design plans to include booster pump station design layout, electrical and control systems, system connection design, project equipment and material specifications and associated project cost estimate. Review and discuss 90% design plans with the CITY.
- 1.19 Submit 90% design plans to the Department of Health (DOH) for review and comment. Incorporate DOH review comments into design documents.
- 1.20 Provide quality control and assurance review for each level of design completion (30%, 60%, and 90%).
- 1.21 Based on approved preliminary plans, perform the final design, and prepare complete plans and specifications for publicly bid improvements, as authorized by the CITY.
- 1.22 Prepare the Engineer's Estimate of construction cost.
- 1.23 Submit final plans to the Department of Health.
- 1.24 Prepare updated informational flyer for distribution to affected property owners detailing the scope of improvements and anticipated construction timeline. CITY to provide mailing list for affected properties identified by the consultant. CITY to pay for and distribute flyers.
- 1.25 Furnish one (1) electronic copy of final plans and specifications for bidding and construction contracts.
- 1.26 Transmit plans and specifications to dry utility companies, including power, cable, natural gas, and telephone to advise them of pending construction.
- 1.27 Answer questions and supply information requested by prospective bidders.
- 1.28 Prepare and issue addenda to contract documents, if necessary.
- 1.29 Attend bid opening, participate in bidder qualifications and evaluation process.
- 1.30 Make recommendation to the CITY of construction contract award to the lowest responsible bidder.

2.0 Construction Engineering

Construction Engineering services will be added as a separate Agreement for Professional Services or amendment to this Agreement once the CITY moves forward with construction.

3.0 Additional Services

Provide professional engineering and land surveying services for additional work requested by the CITY that is not included above.

4.0 Items to be Furnished and Responsibility of CITY

The CITY will provide or perform the following:

- 4.1 Provide full information as to CITY requirements of the PROJECT.
- 4.2 Assist HLA 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.
- 4.3 Provide staff and equipment to pothole at specific areas of potential conflict or interest, necessary to confirm the design.
- 4.4 Contact property owners affected by the PROJECT, in coordination with the Consultant, to gain necessary access to property for field investigation, design, and construction of improvements.
- 4.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA and provide written decisions within a reasonable time as not to delay the work of HLA.
- 4.6 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.

EXHIBIT B

SCHEDULE FOR THE WORK

City of Ellensburg

CIP PZ1 - Craig Hill Pressure Zone (1760 Zone Booster Pump Station)

HLA Project No. 22183E

It is anticipated the following schedule will be followed for the completion of the Project. The schedule may be modified as mutually agreed during the Project Kickoff Meeting between the City and the Consultant:

Approved Consultant Agreement	October 2022
Project Kickoff Meeting	October 2022
Begin Engineering Design	October 2022
30% City Review Meeting	January 2023
60% City Review Meeting	February 2023
90% City Review Meeting	April 2023
Final Design Plans & Specifications	May 2023
Advertise for Bids	June 2023
Bid Opening	July 2023

EXHIBIT C
SCHEDULE OF RATES
FOR

HLA Engineering and Land Surveying, Inc.

Effective January 1, 2022, through December 31, 2022

Senior Principal Engineer	\$235.00 per hour
Licensed Principal Land Surveyor	\$215.00 per hour
Licensed Principal Engineer	\$210.00 per hour
Licensed Professional Engineer	\$189.00 per hour
Other Licensed Professional	\$189.00 per hour
Project Engineer II	\$173.00 per hour
Licensed Professional Land Surveyor	\$170.00 per hour
Project Engineer I	\$155.00 per hour
Contract Administrator III	\$142.00 per hour
Senior Planner	\$140.00 per hour
CAD Technician	\$136.00 per hour
Engineering Technician III	\$128.00 per hour
Resident Engineer	\$128.00 per hour
Surveyor	\$126.00 per hour
Surveyor on Two Man Crew	\$120.00 per hour
Contract Administrator II	\$118.00 per hour
Engineering Technician II	\$110.00 per hour
Surveyor on Three Man Crew	\$105.00 per hour
Contract Administrator I	\$91.00 per hour
Engineering Technician I	\$91.00 per hour
Administrative/Clerical	\$91.00 per hour
Vehicle Mileage	Federal Rate

EXHIBIT C
SCHEDULE OF RATES
FOR

HLA Engineering and Land Surveying, Inc.

Effective January 1, 2023, through December 31, 2023

Senior Principal Engineer	\$245.00 per hour
Licensed Principal Land Surveyor	\$220.00 per hour
Licensed Principal Engineer	\$218.00 per hour
Licensed Professional Engineer	\$198.00 per hour
Other Licensed Professional	\$196.00 per hour
Project Engineer II	\$180.00 per hour
Licensed Professional Land Surveyor	\$175.00 per hour
Project Engineer I	\$161.00 per hour
Contract Administrator III	\$147.00 per hour
Senior Planner	\$145.00 per hour
CAD Technician	\$141.00 per hour
Engineering Technician III	\$133.00 per hour
Resident Engineer	\$133.00 per hour
Surveyor	\$128.00 per hour
Contract Administrator II	\$122.00 per hour
Surveyor on Two Man Crew	\$122.00 per hour
Engineering Technician II	\$114.00 per hour
Surveyor on Three Man Crew	\$108.00 per hour
Contract Administrator I	\$95.00 per hour
Engineering Technician I	\$95.00 per hour
Administrative/Clerical	\$95.00 per hour
Vehicle Mileage	Federal Rate

EXHIBIT D

ENGINEER'S HOURLY ESTIMATE - DESIGN PHASE											
Project Title: CIP PZ1 - Craig Hill Pressure Zone Improvements (1760 Zone Booster Pump Station)											
Client: City of Ellensburg											
HLA Project Number: 22183E											
Date: October 5, 2022											
Design Engineering											
Task No.	Project Task	Senior Principal Engineer \$235.00	Licensed Principal Engineer \$210.00	Licensed Prof. Land Surveyor \$170.00	Project Engineer II \$173.00	Contract Administrator III \$142.00	CAD Technician \$136.00	Surveyor on Two-Man Crew \$120.00	Admin/ Clerical \$91.00	Total Hours	Task Direct Costs
1	Provide complete project management	16	24		16				8	64	\$12,296.00
2	Attend kick-off meeting with CITY	4	4		6		2			16	\$3,090.00
3	Prepare baseline design/bidding schedule, and monthly status updates	4	16		16				4	40	\$7,432.00
4	Prepare SEPA checklist and site exhibit		2		10		4			16	\$2,694.00
5	Review existing utility map records, and confirm extent of utility locate areas		1		6		4			11	\$1,792.00
6	Perform topographic survey and obtain spot elevations at extents of pressure zone			6	2		6	40		54	\$6,982.00
7	Perform field investigations necessary to design identified improvements		4		4		4			12	\$2,076.00
8	HLA coordinate with geotechnical subconsultant (geotechnical analysis to be performed by subconsultant)		2		4					6	\$1,112.00
9	Review and identify public and private utilities within the project area		2		6		4			12	\$2,002.00
10	Research and identify existing easements and right of way limits			8	2		4			14	\$2,260.00
11	Prepare informational flyer for property owners detailing project need and anticipated timeline				2		2		8	12	\$1,346.00
12	Verify Craig Hill water system demand using CITY's hydraulic model. Evaluate peak hour demand and fire flow analysis under max. day demand conditions		16		32					48	\$8,896.00
13	Prepare 30% design plans including location and size of pump station. Review preliminary plans with CITY.		10		48		16			74	\$12,580.00
14	Coordinate with utility companies, prepare power service request, meet with utility on site to review proposed improvement		6		8					14	\$2,644.00
15	Incorporate CITY 30% design review comments and prepare 60% plans. Review and discuss design plans with CITY.		16		80		48			144	\$23,728.00
16	Submit 60% Plans to DOH and incorporate DOH comments in to design documents		2		4		8			14	\$2,200.00
17	HLA coordinate with electrical subconsultant (electrical design to be completed by subconsultant)		2		4		2			8	\$1,384.00
18	Incorporate CITY 60% design review comments and prepare 90% design plans. Review and discuss 90% design plans with CITY.		24		80		24		4	132	\$22,508.00
19	Submit 90% Plans to DOH and incorporate DOH comments into design documents		2		4		4				\$1,656.00
20	Provide quality control for 30%, 60%, and 90% design	12	16		16					44	\$8,948.00
21	Perform final design. Complete final plans and specifications for bid advertisement		28		96		48		8	180	\$29,744.00
22	Prepare Engineer's Opinion of probable construction cost		4		16		4			24	\$4,152.00
23	Submit Final plans to Department of Health		2		2		4			8	\$1,310.00
24	Prepare updated flyer for property owners detailing scope and timeline of improvements				2				8	10	\$1,074.00
25	Furnish one (1) electronic copy of plans for bidding		1		2				2	5	\$738.00
26	Send plans and specs to dry utility companies		1		4				2	7	\$1,084.00
27	Answer questions and supply information to prospective bidders		8		16					24	\$4,448.00
28	Prepare and issue contract document addenda		8		16		4		4	32	\$5,356.00
29	Attend bid opening, participate in bidder qualifications and evaluation process		4		4				6	14	\$2,078.00
30	Make contract award recommendation to CITY		2		2	4				8	\$1,902.00
Labor Subtotal		36	207	14	510	4	192	40	54	1,047	\$179,502.00
EXPENSES:											
Travel:		Cost Per Unit	Units	Ground Trips		Trip Miles	Total Miles				
Mileage (from office)		\$0.63		8		80	640				\$400.00
Mileage (surveys)		\$0.63		2		80	160				\$100.00
Travel Total											\$500.00
Sub-Consultants:									Mark-up		
Connex Engineering (Electrical)			\$36,000.00						1.1		\$39,600.00
Aspect Consulting (Geotechnical)			\$8,373.00						1.1		\$9,210.00
Sub-Consultants Total:											\$48,810.00
Subtotal - Labor											\$179,502.00
Subtotal - Expenses											\$49,310.00
DESIGN ENGINEERING TOTAL											\$228,812.00



AGENDA REPORT

Meeting Date: October 20, 2022

Agenda Subject: Ellensburg Reservoir Siting Study Agreement for Professional Services

Submitted by: Josh Mattson Public Works & Utilities

Recommended Action or Motion: Forward a favorable recommendation to Council to authorize the City Manager's signature on the Ellensburg Reservoir Siting Study Agreement for Professional Services between the City of Ellensburg and HLA Engineering and Land Surveying, Inc.

Background/Summary:

The City of Ellensburg is completing the 2020 Water System Plan. A new water reservoir is required in the existing 1824 Pressure Zone to resolve the projected system storage capacity deficiency noted in this plan. A reservoir siting study is required at this time to determine a suitable location for the future reservoir.

Following the completion of the reservoir siting study, a new 1824 Zone Reservoir near the northern city limits with a usable storage volume of 4.0 million gallons (MG) would be designed and constructed along with a new 1824 Zone transmission water main. City staff reviewed 40 statements of qualifications from firms listed in the Municipal Research and Service Center (MRSC) Consultant Roster under the water system and reservoir professional design categories. Two firms were interviewed. HLA Engineering and Land Surveying, Inc. (HLA) was selected as the most qualified firm. Staff began scope and contract negotiations with HLA for the 1824 Zone reservoir siting study.

Previous Council Action: September 16, 2019 Regular Council Meeting - Council

authorized the City Manager to execute a Professional Services Agreement with RH2 Engineering in the amount of \$349,803.00 to perform the 2020 Water System Plan Update and design of the Illinois Well Outfitting.

Analysis:

A new reservoir is required to resolve a projected system storage capacity deficiency as noted in the City of Ellensburg's 2020 Water System Plan which is nearing completion. A reservoir siting study will determine a suitable location for the future reservoir. Design of the reservoir and transmission water main will be completed after preparation of the siting study.

HLA and their subcontractors will accomplish the following project objectives:

1. Provide siting study services including field investigations, analysis of existing private and public utilities, and parcel information for potential sites and water main corridors.
2. Furnish a Final Siting Study to the City for use in determining and selecting the final site.

Financial Impact:

The total cost of this Agreement is \$69,696.00 which will be funded by the Water utility.

Attachments:

[Ellensburg Reservoir Siting Study APS.pdf](#)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
HLA ENGINEERING AND LAND SURVEYING, INC.**

**RELATING TO: RESERVOIR SITING STUDY
 NEW 4.0 MG 1824 ZONE RESERVOIR**

THIS COST PLUS FIXED FEE AGREEMENT is made and entered into this ____ day of _____, 2022 ("Effective Date"), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the "CITY") and HLA ENGINEERING AND LAND SURVEYING, INC., a Corporation authorized to do business in the state of Washington (hereinafter called the "CONSULTANT").

1. RECITALS.

1.1. The CITY desires to obtain professional services for work related to the Reservoir Siting Study project.

1.2. The CITY has solicited for such professional services as required by law, including RCW Chapter 39.80 if applicable.

1.3. CONSULTANT represents that it is available and able to provide qualified personnel and facilities necessary for the work and services contemplated herein, and can accomplish the work and services within the required time period and in accordance with CITY's specifications, WSDOT Standard Specifications (as applicable), and professional standards.

1.4. CONSULTANT agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above representations and the terms, conditions, covenants, and agreements set forth below, the parties hereto agree as follows:

2. SCOPE OF WORK.

2.1. The scope of professional services to be performed and the results to be achieved by the CONSULTANT shall be as detailed in the attached Exhibit A and shall include all services and material necessary to accomplish the work ("Services").

2.2. The CITY may review the CONSULTANT'S work product, and if it is not satisfactory, the CONSULTANT shall make such changes as may be required by the CITY. Such changes shall not constitute "Extra Work" as related in Section 13 of this

Agreement.

2.3. The CONSULTANT agrees that all services performed under this Agreement shall be in accordance with the standards of the profession and in compliance with applicable federal, state and local laws.

2.4. The Scope of Work may be amended upon written approval of both parties.

3. TIME OF PERFORMANCE. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through June 30, 2023. The work shall be completed in accordance with the schedule set forth in the attached Exhibit B.

4. PAYMENT. The CITY shall pay the CONSULTANT as set forth in this section of the Agreement. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.1. Payment shall be on the basis of the CONSULTANT'S standard billing rates multiplied by the actual hours worked, cost for actual labor, overhead and profit plus CONSULTANT'S direct non-salary reimbursable costs for cost plus fixed fee agreements or based on percentage of completed work for lump sum agreements, as set forth in the attached Exhibit C.

4.2. The CONSULTANT shall submit invoices to the CITY on a monthly basis. Invoices shall detail the work, hours, employee name, and hourly rate; shall itemize with receipts and invoices the non-salary direct costs; shall indicate the specific task or activity in the Scope of Work to which the costs are related; and shall indicate the cumulative total for each task.

4.3. The CITY shall review the invoices and make payment for the portion of the project or tasks that have been completed less the amounts previously paid.

4.4. The CONSULTANT invoices are due and payable within 30 days of receipt. In the event of a disputed billing, only the disputed portion will be withheld from payment.

4.5. Final payment for the balance due to the CONSULTANT will be made after the completion of the work and acceptance by the CITY.

4.6. Payment for "Extra Work" performed under Section 13 of this Agreement shall be as agreed to by the parties in writing.

4.7. The CITY may desire to establish a Management Reserve Fund to provide

the Agreement Administrator with the flexibility to authorize additional funds to the Agreement for allowable unforeseen costs, or reimbursing the CONSULTANT 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 \$15,000 or 10% of the Maximum Compensation as shown in Section 5 of this Agreement. The amount included for the Management Reserve Fund is \$6,969. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section 13 – Extra Work.

5. MAXIMUM COMPENSATION.

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of \$69,696. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

5.2. The budget for each task is as set forth in the attached Exhibit D. Budgets for task(s) may be modified upon mutual agreement between the two parties, but in any event, the total payment to CONSULTANT shall not exceed the maximum amount per Section 5.1 above.

6. RELATIONSHIP OF PARTIES.

6.1. The relationship created by this Agreement is that of owner-independent contractor. Neither the CONSULTANT nor CONSULTANT's employees are employees of the CITY and are not entitled to the benefits provided by the CITY to its employees. The CONSULTANT, as an independent contractor, has the authority to control and direct the performance of the details of the services to be provided. No employee, agent, representative or subconsultant of CONSULTANT shall be or shall be deemed to be the employee, agent representative or subconsultant of the CITY. The CONSULTANT shall assume full responsibility for all wages, along with any Federal, State, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, Social Security, and income tax, payable as a result of work performed under this Agreement.

6.2. Employees of the CONSULTANT, while engaged in the performance of any work or services under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY, and claims that may arise under the Workman's Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT'S employees 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. On or before the Effective Date, CONSULTANT shall file,

maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish CONSULTANT's status as an independent contractor.

7. WORK PRODUCT AND DOCUMENTS.

7.1. The work product and all documents produced under this Agreement shall be furnished by the CONSULTANT to the CITY, and upon completion of the work shall become the property of the CITY, for use without restriction and without representation as to suitability for reuse by any other party unless specifically verified or adapted by the CONSULTANT, except that the CONSULTANT may retain one copy of the work product and documents for its records. The CONSULTANT will be responsible for the accuracy of the work, even though the work has been accepted by the CITY.

7.2. In the event that the CONSULTANT shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the CONSULTANT, along with a summary of work as of the date of default or termination, shall become the property of the CITY. Upon request, the CONSULTANT shall tender the work product and summary to the CITY. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the CITY.

7.3. CONSULTANT will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of CONSULTANT.

8. RECORDS. As a public agency, the CITY is subject to the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that CONSULTANT keeps records that are deemed public records and are needed for the CITY to respond to a request under the Act, as determined by the CITY, CONSULTANT agrees to make them promptly available to the CITY. Pursuant to Chapter 40.14 RCW, CONSULTANT shall retain records associated with this Agreement in accordance with the applicable retention schedule. CONSULTANT also agrees to indemnify and hold the CITY harmless from any claims or losses caused by CONSULTANT'S failure to make records available to the CITY as provided in this Agreement.

9. NONDISCRIMINATION. The CONSULTANT shall conduct its business in a manner, which assures fair, equal and non-discriminatory treatment of all persons, in particular:

9.1. The CONSULTANT shall maintain open hiring and employment practices and will welcome applications for employment in all positions, from qualified individuals who are members of minorities protected by federal equal opportunity/affirmative action requirements; and,

9.2. The CONSULTANT shall comply with all requirements of applicable

federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all persons without discrimination as to any person's race, creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability or other legally protected classification.

10. SUBCONTRACTING.

10.1. The CONSULTANT shall not sublet or assign any of the work covered by this Agreement without the written consent of the CITY.

10.2. In the event any subcontracting is approved, the subcontractor and its employees shall be required to execute the Non-Disclosure Agreement prior to being given access to any confidential information regarding the CITY's computer system

10.3. In all solicitation either by competitive bidding or negotiation made by the CONSULTANT for work to be performed pursuant to a subcontractor, including procurement of materials and equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of CONSULTANT's obligations under this Agreement, including the nondiscrimination requirements.

10.4. In performing this Agreement, the CONSULTANT shall not subcontract with or employ any CITY employee without the CITY's written consent.

11. SUPERVISION, INSPECTION AND PERFORMANCE.

11.1. Even though CONSULTANT is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of CITY and shall be subject to CITY's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

11.2. CONSULTANT represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by CONSULTANT, its employees, or by subconsultants whose selection has been authorized by CITY; provided that CITY's authorization shall not relieve CONSULTANT or its subconsultants from any duties or obligations under this Agreement, or at law, to perform the Services in a satisfactory and competent manner. CONSULTANT shall ensure that all contractual duties, requirements and obligations that CONSULTANT owes to CITY shall also be owed to CITY by CONSULTANT's subconsultants retained to perform the Services.

11.3. CONSULTANT shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans, designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. CONSULTANT shall perform the Services in accordance with the standard

of care of its profession in the same or similar localities at the time services are performed. CONSULTANT shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this Agreement. CONSULTANT shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

12. CHANGES IN WORK. Other than changes directed by the CITY as set forth in Section 1 above, either party may request changes in the scope of work. Such changes shall not become part of this Agreement unless and until mutually agreed upon and incorporated herein by written amendments to this Agreement executed by both parties.

13. EXTRA WORK. The CITY may desire to have the CONSULTANT perform work or render services in connection with this project, in addition to the Scope of Work set forth in Exhibit A and minor revisions to satisfactorily completed work. Such work shall be considered as "Extra Work" and shall be addressed in a written supplement to this Agreement. The CITY shall not be responsible for paying for such extra work unless and until the written supplement is executed by both parties.

14. TERMINATION.

14.1. The CITY may terminate this Agreement in whole or in part whenever the CITY determines, in its sole discretion that such termination is in the best interests of the CITY, upon not less than ten (10) days' written notice to the CONSULTANT. Written notice will be by certified mail sent to the consultant's designated representative at the address provided by the CONSULTANT. If this Agreement is terminated in its entirety by the CITY for its convenience, the CITY shall pay the CONSULTANT for satisfactory services performed through the date of termination, but no amount shall be allowed for anticipated profit on unperformed Services or other work.

14.2. The CITY may terminate this Agreement, in whole or in part and at any time, in writing if CONSULTANT substantially fails to fulfill any or all of its material obligations through no fault of CITY. If CITY terminates all or part of this Agreement for default, CITY shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to CONSULTANT using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs CITY incurs or will incur because of CONSULTANT's default. In such event, CITY shall consider the actual costs incurred by CONSULTANT in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to CITY at the date of termination, the cost to CITY of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required

to do so, and other factors which affect the value to CITY of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

14.3. In the event this Agreement is terminated prior to the completion of the work, a final payment shall be made to the CONSULTANT, which, when added to any payments previously made, shall compensate the CONSULTANT for the portion of work completed. Whenever the Agreement is terminated in accordance with this Section 14, the CONSULTANT shall be entitled to payment for actual work performed up to the termination date. Upon such termination, whether for convenience or default, an equitable adjustment in the contract price will be made by the CITY for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination under this Section 14 shall not constitute a breach of the Agreement by the CITY.

15. INDEMNIFICATION/HOLD HARMLESS.

15.1. CONSULTANT shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the CONSULTANT in performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY.

However, 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 CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT's negligence.

15.2. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT'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.

15.3. The provisions of this section shall survive the expiration or termination of this Agreement. Further, the indemnity obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by CITY of or for any Services performed by CONSULTANT shall not be grounds for avoidance of any Indemnity Obligations.

16. INSURANCE.

16.1. The CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees or subcontractors.

16.2. CONSULTANT'S maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

16.3. Minimum Scope of Insurance. CONSULTANT shall obtain insurance of the types described below:

16.3.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contract liability coverage; and,

16.3.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The CITY shall be named or added as an additional insured under the Consultant's Commercial General Liability insurance policy using ISO endorsement form CG 20 26, or coverage at least as broad; and,

16.3.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington; and

16.3.4. Professional Liability insurance appropriate to the CONSULTANT's profession.

16.4. Minimum Amounts of Insurance. CONSULTANT shall maintain the following insurance limits:

16.4.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

16.4.2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

16.4.3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

16.5. Other Insurance Provisions. The insurance policies are to contain, or be

endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

16.5.1. The CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

16.5.2. Any payment of deductible or self-insured retention shall be the sole responsibility of the CONSULTANT.

16.5.3. The CONSULTANT'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

16.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

16.7. Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the CONSULTANT before commencement of the work.

16.8. Cancellation. CONSULTANT will provide notice to the CITY of any cancellation of coverage by no later than three (3) days after CONSULTANT is notified by its insurer that coverage will or has been canceled, whichever occurs earliest.

16.9. CITY Full Availability of CONSULTANT Limits. If the CONSULTANT maintains higher insurance limits than the minimum amounts shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONSULTANT, irrespective of whether such limits maintained by the CONSULTANT are greater than those required by this Agreement or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the CONSULTANT.

17. APPLICABLE LAW/VENUE. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute the venue of any litigation brought hereunder shall be Kittitas County.

18. NOTICE. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

City of Ellensburg
Department of Public Works & Utilities
Attention: Josh Mattson, Assistant City Engineer
501 N. Anderson
Ellensburg, WA 98926

HLA Engineering and Land Surveying, Inc.
Michael T. Battle, PE, President
2803 River Road
Yakima, WA 98902

19. ENTIRE AGREEMENT. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of CITY, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

20. PRIORITY OF DOCUMENTS. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.

21. MODIFICATION. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of CITY and CONSULTANT.

22. ASSIGNMENT. Any assignment of this Agreement by CONSULTANT without the prior written consent of CITY shall be void.

23. WAIVER. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

24. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement.

25. EXHIBITS AND SIGNATURES. This Agreement, including its exhibits, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following exhibits are hereby made a part of this Agreement:

Exhibit A – Scope of Work

Exhibit B – Schedule for the Work

Exhibit C – Consultant Labor Costs and Non-salary Reimbursable Costs

Exhibit D – Budget for Each Task

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CONSULTANT:

By: 

Printed

Name: MICHAEL T. BATTLE, PE

Title: PRESIDENT

Tax ID#: 91-1237183

THE CITY OF ELLENSBURG:

By: _____

Printed

Name: _____

Title: _____

ATTEST: _____

Clerk

Approved as to Form:

City Attorney

EXHIBIT A

SCOPE OF WORK

City of Ellensburg
Reservoir Siting Study – New 4.0 MG 1824 Zone Reservoir
HLA Project No. 22184E

PROJECT DESCRIPTION:

The City of Ellensburg (CITY) desires to construct a new 4.0 MG reservoir near the northeast corner of the water service area at an elevation greater than 1,740 feet, to eliminate dead water storage and provide water to the 1824 Zone. This Study will evaluate suitable locations for a future reservoir based on elevation limitations, Bowers Field airspace requirements, anticipated environmental conditions, estimated land acquisition costs, and overall infrastructure cost.

SCOPE OF SERVICES:

At the direction of the CITY, HLA Engineering and Land Surveying, Inc. (HLA), shall provide professional engineering services for the Reservoir Siting Study project (PROJECT). HLA services shall include the following:

1.0 Siting Study

- 1.1 Provide complete project management to deliver the PROJECT within mutually determined expectations.
- 1.2 Attend kick-off meeting with the CITY to identify and confirm the intent of the study, verify background information, and establish schedule expectations.
- 1.3 Prepare baseline Siting Study schedule for CITY review and comment. Provide monthly project status and schedule updates.
- 1.4 Determine elevation band in the northeast area of the water service area near the elevation of 1,740. Utilize City/County GIS contours and/or Google Earth elevations. Supplement above information with field topographic survey spot elevations if required.
- 1.5 Present elevation band to the CITY and agree on up to eight (8) property locations for further evaluation.
- 1.6 Perform field investigations necessary to confirm conditions of up to eight (8) initial siting locations, including summary and photographs of each site.
- 1.7 Present draft summary of up to eight (8) property locations within the established elevation band and review with the CITY. CITY and HLA to reduce draft list to four (4) properties to continue in the Study.

- 1.8 Provide environmental and geotechnical overview of conditions anticipated at the four (4) selected locations. Summarize anticipated conditions for each location.
- 1.9 Determine Bower's Field airspace impact and requirements associated with each of the four (4) locations.
- 1.10 Determine parcel number, parcel size, owner name, assessed value, anticipated land use modifications, and opinion of property value for each of the four (4) locations. A local real estate agent shall be engaged to assist with current property valuation(s).
- 1.11 Determine estimated infrastructure costs for site access, and 16-inch diameter transmission main necessary to connect the future reservoir to the existing distribution system.
- 1.12 Research and identify existing right of way limits and/or required utility easements for the transmission main.
- 1.13 Determine parcel number, owner name, assessed value, estimated easement area, and opinion of easement value for each transmission main alignment associated with the four (4) reservoir siting locations. A local real estate agent shall be engaged to assist with current property valuation(s).
- 1.14 Identify public and private utilities within the Study area that may have impact on design and/or cost of the improvements.
- 1.15 Prepare draft Study and site maps summarizing and comparing four (4) potential reservoir locations.
- 1.16 Review with CITY the draft Study and findings associated with the four (4) selected properties. Incorporate CITY comments into the draft Study.
- 1.17 Furnish Final Siting Study, exhibits and siting recommendations in electronic format to the CITY for use in determining and selecting final site.

2.0 Design Engineering

Design Engineering services may be added as a separate Agreement for Professional Services or amendment to this Agreement once the CITY acquires property for a reservoir site and moves forward with design.

3.0 Additional Services

Provide professional engineering and land surveying services for additional work requested by the CITY that is not included above.

4.0 Items to be Furnished and Responsibility of CITY

The CITY will provide or perform the following:

- 4.1 Provide full information as to CITY requirements of the PROJECT.
- 4.2 Assist HLA 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 the PROJECT.
- 4.3 Provide the most recent calibrated water system model for the HLA's use to perform this work.
- 4.4 Contact property owners affected by the PROJECT, in coordination with HLA, to gain necessary access to private property for field investigation(s).
- 4.5 Examine all documents presented by HLA and provide written decisions within a reasonable time as not to delay the work of HLA.

EXHIBIT B

SCHEDULE FOR THE WORK

City of Ellensburg
Reservoir Siting Study – New 4.0 MG 1824 Zone Reservoir
HLA Project No. 22184E

It is anticipated the following schedule will be followed for the completion of the Project. The schedule may be modified as mutually agreed during the Project Kickoff Meeting between the City and the Consultant:

Approved Consultant Agreement	October 2022
Project Kickoff Meeting	October 2022
Begin Siting Study	October 2022
30% City Review Meeting	January 2023
60% City Review Meeting	February 2023
90% City Review Meeting	April 2023
Final Siting Study	May 2023

EXHIBIT C
SCHEDULE OF RATES
FOR

HLA Engineering and Land Surveying, Inc.

Effective January 1, 2022, through December 31, 2022

Senior Principal Engineer	\$235.00 per hour
Licensed Principal Land Surveyor	\$215.00 per hour
Licensed Principal Engineer	\$210.00 per hour
Licensed Professional Engineer	\$189.00 per hour
Other Licensed Professional	\$189.00 per hour
Project Engineer II	\$173.00 per hour
Licensed Professional Land Surveyor	\$170.00 per hour
Project Engineer I	\$155.00 per hour
Contract Administrator III	\$142.00 per hour
Senior Planner	\$140.00 per hour
CAD Technician	\$136.00 per hour
Engineering Technician III	\$128.00 per hour
Resident Engineer	\$128.00 per hour
Surveyor	\$126.00 per hour
Surveyor on Two Man Crew	\$120.00 per hour
Contract Administrator II	\$118.00 per hour
Engineering Technician II	\$110.00 per hour
Surveyor on Three Man Crew	\$105.00 per hour
Contract Administrator I	\$91.00 per hour
Engineering Technician I	\$91.00 per hour
Administrative/Clerical	\$91.00 per hour
Vehicle Mileage	Federal Rate

EXHIBIT C
SCHEDULE OF RATES
FOR

HLA Engineering and Land Surveying, Inc.

Effective January 1, 2023, through December 31, 2023

Senior Principal Engineer	\$245.00 per hour
Licensed Principal Land Surveyor	\$220.00 per hour
Licensed Principal Engineer	\$218.00 per hour
Licensed Professional Engineer	\$198.00 per hour
Other Licensed Professional	\$196.00 per hour
Project Engineer II	\$180.00 per hour
Licensed Professional Land Surveyor	\$175.00 per hour
Project Engineer I	\$161.00 per hour
Contract Administrator III	\$147.00 per hour
Senior Planner	\$145.00 per hour
CAD Technician	\$141.00 per hour
Engineering Technician III	\$133.00 per hour
Resident Engineer	\$133.00 per hour
Surveyor	\$128.00 per hour
Contract Administrator II	\$122.00 per hour
Surveyor on Two Man Crew	\$122.00 per hour
Engineering Technician II	\$114.00 per hour
Surveyor on Three Man Crew	\$108.00 per hour
Contract Administrator I	\$95.00 per hour
Engineering Technician I	\$95.00 per hour
Administrative/Clerical	\$95.00 per hour
Vehicle Mileage	Federal Rate

EXHIBIT D

ENGINEER'S HOURLY ESTIMATE - SITING STUDY											
Project Title: Reservoir Siting Study - New 4.0 MG 1824 Zone Reservoir											
Client: City of Ellensburg											
HLA Project Number: 22184E											
Date: October 5, 2022											
Reservoir Siting Study											
Task No.	Project Task	Senior Principal Engineer \$235.00	Licensed Principal Engineer \$210.00	Licensed Prof. Engineer \$189.00	Licensed Prof. Land Surveyor \$170.00	Project Engineer II \$173.00	CAD Technician \$136.00	Surveyor on Two-Man Crew \$120.00	Admin/ Clerical \$91.00	Total Hours	Task Direct Costs
1	Provide complete project management	8	8			8					\$4,944.00
2	Attend kick-off meeting with CITY		4			4	2				\$1,804.00
3	Prepare baseline siting study schedule, and monthly status updates		2			4			2		\$1,294.00
4	Determine elevation band in northeast area of water service area utilizing City/County GIS, Google Earth. Supplement with topographic spot survey if required.		10		2		4	16	0		\$4,904.00
5	Present elevation band to CITY. Agree on eight (8) locations to study.		4			8	4				\$2,768.00
6	Perform field investigations to confirm conditions at eight (8) sites. Make written summary and take photos of each site.		8			24			2		\$6,014.00
7	Present summary of eight (8) sites to CITY. With CITY agreement, reduce to four (4) sites to continue.		4			6	4				\$2,422.00
8	Perform environmental and geotechnical investigation at each site. Provide summary report of each.		2			8					\$1,804.00
9	Determine Bower's Field airspace impact and requirements at each of four (4) locations		2	4		12					\$3,252.00
10	Parcel: Determine parcel number, parcel size, owner name, assessed value, anticipated land use modifications, and opinion of property value for each location (4).		2		4	12	4		2		\$3,902.00
11	Determine infrastructure construction costs for each site, including 16" transmission main connection.		2			12	4				\$3,040.00
12	Research and identify right of way limits and utility easements for transmission main.		2		8	4					\$2,472.00
13	Easement: Determine parcel number, owner name, assessed value, estimated easement area, and opinion of easement value for each of the four (4) locations.		4		4	12					\$3,596.00
14	Identify public and private utilities within the study area that may impact design.		2			8	8				\$2,892.00
15	Prepare draft study summarizing and comparing four (4) locations for CITY review.		2			32			4		\$6,320.00
16	Review draft study and findings with CITY for four (4) properties. Incorporate CITY comments to final draft.	2	2			6			2		\$2,110.00
17	Furnish final siting study, exhibits, and recommendations to CITY in electronic format.		8			12	8		4		\$5,208.00
Labor Subtotal		10	68	4	18	172	38	16	16	0	\$58,746.00
EXPENSES:		Cost	Units	Ground Trips		Trip Miles	Total Miles				
Travel:		Per Unit									
Mileage (from office)		\$0.63		8		80	640				\$400.00
Mileage (surveys)		\$0.63		2		80	160				\$100.00
Travel Total											\$500.00
Sub-Consultants:									Mark-up		
Real Estate Agent			\$2,500.00						1.1		\$2,750.00
Aspect Consulting			\$7,000.00						1.1		\$7,700.00
Sub-Consultants Total:											\$10,450.00
									Subtotal - Labor		\$58,746.00
									Subtotal - Expenses		\$10,950.00
Reservoir Siting Study TOTAL											\$69,696.00

October, 2022

Greetings utility staff and UAC members:

The September gas report for the UAC meeting included this statement:

“Staff opened bids for residential gas meters and also for gas meter ERTs on September 7th. 1 bid was received for the residential meters and will go before council for award on September 19th. No bids were received for the gas meter ERTs. Per process, quotes were requested and 1 quote was received and will also go before council on the 19th.”

I am not positive what this indicates, but it appears to indicate that ‘new’ gas meters are in the process of being purchased. Can you clarify what this paragraph in the gas report means?

Whether or not I understand the gas report doesn’t really matter, as it gives me the opportunity to discuss an important suggestion.

In light of this gas utility report from the September UAC, the Environmental Commission unanimous recommendation from their July 20 minutes, and RCW 70A.65.130 “Allocation of allowances to natural gas utilities”, I offer this further commentary for your consideration.

My conclusion is that I suggest it makes sense to install a moratorium on all new gas installations as soon as possible, because of my reasons following.

The looming, massive energy change of the Climate Commitment Act (CCA) mandates planned reductions in emissions from the natural gas utility. This is the law, in intention and scope.

First, the Environmental Commission (EC) minutes attached indicate their unanimous recommendation: *“Motion: Commissioner Linhart moved that the Environmental Commission recommend the developer not extend the natural gas to the subdivision if it is not required by the city and instead use electric heating and cooling for the subdivision. Commissioner Condon seconded the motion. The motion passed with all in favor.”*

In this particular case the EC were making recommendations for one of the new Foster residential developments. However, the recommendation makes sense for all new developments, whether they are in permitting or construction, I believe.

Second, adding new gas customers disqualifies these customers from benefitting from any CCA allowance monies for the duration of the program. Allowances consigned to auction are to benefit ratepayers, except those hooked up after July 25, 2021. It is important not to overlook this law for new natural gas customer restrictions under the Climate Commitment Act:

[RCW 70A.65.130 Allocation of allowances to natural gas utilities.](#)

[\(c\) Except for low-income customers, the customer bill credits under this subsection are reserved exclusively for customers at locations connected to a natural gas utility's system on July 25, 2021. Bill credits may not be provided to customers of the gas utility at a location connected to the system after July 25, 2021.](#)

<https://app.leg.wa.gov/RCW/default.aspx?cite=70A.65.130>

This fact bears repeating: customers hooked up to natural gas service since July of last year, won’t be able to participate in CCA benefit monies. They cannot receive rate support, no decarbonization (switching to heat pumps) funding, no weatherization, etc. Piling on with new

customers now defies this mandate. From the perspective of the CCA, allowing new gas service will not benefit these new customers.

Concluding, it would make sense to consult an attorney for guidance on this matter.

I do realize there are many new homes breaking ground or imminently so. If leadership is aware of the CCA, but continues to add new gas service to its customer base, isn't this compromising the city on some legal basis?

Continuing with a hypothetical legal perspective, isn't allowing new gas service after July 25, 2021, a failure to behave with the level of care that someone of ordinary prudence would have exercised under the same circumstances? Isn't allowing new gas service in October, 2022, a failure of care?

Your attorney will understand obligations and analysis under the law. I'm not an attorney, nor an expert in any field related to energy.

The only careful path to protect all your customers is to place a moratorium on new gas service now, in my view.

Thank you for considering this perspective and your important work.

Sincerely,
Meghan Anderson • 6083 Secret Canyon Rd, Ellensburg, WA 98926 • 509-591-7874
Cwclimatenews@gmail.com

Ellensburg Utility Advisory Committee
Telecommunication Issues and Updates
Oct 20, 2022

- Grant Award Letters
 - Received an Award Letter from the Washington State Broadband Office (WSBO). The WSBO application has been funded through National Telecommunications and Information Administration (NTIA)-Broadband Infrastructure program. The Ellensburg Fiber Extension and Fixed Wireless Broadband, total project is \$437,573 is funded from this grant.
 - Received an Award Letter from the WSBO. Due to cost increases the WSBO offered a matching grant amount of \$109,393 for the NTIA-Broadband Infrastructure program. The matching Grant from WSBO contract agreement period will be concurrent with the City's NTIA contract agreement. We anticipate receiving a contract from the state for both grants.
- Amendment 1 to Interlocal Cooperation Agreement with NoaNet, This agreement is scheduled to go to council Oct. 17th, 2022. The Scope of Work in Amendment 1 will be covered by the grants.



AGENDA REPORT

Meeting Date:	October 20, 2022
Agenda Subject:	Gateway 1 amendment with Ecology to extend the date of the agreement to 12/31/2023 and provide additional funding due to construction bid overrun.
Submitted by:	Jon Morrow Public Works & Utilities
Recommended Action or Motion:	Information only, no action required.
Background/Summary:	Gateway 1 is currently under construction, but the bid amount for the Ecology funded portion was roughly \$1.3 million over budget due to inflation. Ecology and staff quickly discussed on the phone back in June 2022, and it was advised by Ecology that we file an amendment to the original agreement to help offset the bid overage and extend the agreement to 2023 because of the one year delay with communications infrastructure relocation agreement.
Previous Council Action:	Council authorized bid award 2022-09 to Rotschy Construction on July 18, 2022.
Analysis:	Funds from the amendment will reduce the necessary transfers from the Street and Sidewalk funds, which were initially tapped to pay the bid overage.
Financial Impact:	An additional \$522,756.15 in state grant funds will reduce combined transfers from the Street and Sidewalk funds and increase their respective budgeted ending fund balances.
Attachments:	EllePW-00012_AmendmentforSignature.pdf



**AMENDMENT NO. 1
TO AGREEMENT NO. WQC-2019-EllePW-00012
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
City of Ellensburg**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Ellensburg (RECIPIENT) for the Gateway to the City of Ellensburg Stormwater LID Retrofit Project (PROJECT).

This amendment is needed to extend the expiration date of the AGREEMENT from 7/1/2023 to 12/31/2023 and to provide additional funding due to a construction bid overrun. Additional SFAP funds of \$522,756.15 are added through the funding distribution to Task 4 Construction. The new total for Task 4 Construction is \$3,066,302.15. The PROJECT experienced delays as a result of COVID-19 emergency response and due to conflicts with utilities. This time extension will allow the RECIPIENT to complete construction and final close out deliverables. This amendment does not impact the Scope of Work.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Cost:

Original: 3,546,511.00 Amended: 3,749,377.15

Total Eligible Cost:

Original: 3,226,621.00 Amended: 3,749,377.15

Expiration Date:

Original: 07/01/2023 Amended: 12/31/2023

CHANGES TO THE BUDGET

Funding Distribution EG230019

Funding Title: Construction Bid Overrun

Funding Type: Grant

Funding Effective Date: 07/01/2018

Funding Expiration Date: 12/31/2023

Funding Source:

Title: SFAP - SFY18 (WQC-2019)

Fund: FD
Type: State
Funding Source %: 100%
Description: Environmental Legacy Stewardship Account (ELSA) - State

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

Construction Bid Overrun	Task Total
Construction	\$ 522,756.15

Total: \$ 522,756.15

CHANGES TO THE BUDGET

Funding Distribution EG190201

Funding Title: SFAP
Funding Type: Grant
Funding Effective Date: 07/01/2018 Funding Expiration Date: 12/31/2023
Funding Source:

Title: SFAP - SFY18 (WQC-2019)
Fund: FD
Type: State
Funding Source %: 100%
Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect: 0%
Recipient Match %: 15%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Project Administration/Management	\$ 95,458.00
Design Plans and Specs, Environmental Review	\$ 314,795.00

Construction Management	\$ 272,822.00
Construction	\$ 2,543,546.00

Total: \$ 3,226,621.00

CHANGES TO SCOPE OF WORK

Task Number: 4 **Task Cost: \$3,066,302.15**

Task Title: Construction

Task Description:

A. The RECIPIENT will, in accordance with ECOLOGY-accepted plans and specifications, complete construction of bio-infiltration facilities for approximately one mile (both directions) of University Way, porous concrete pedestrian/bicycle paths in both directions and porous concrete bus pull-outs. These BMPs will mitigate runoff from 45 acres of pollution generating impervious surface.

B. Calculate and submit an equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in Section D of the document, "Design Deliverables for Projects with Ecology Funding" (<http://www.ecy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/Eng/ECYGrantDeliv050415.pdf>) or other ECOLOGY-approved method.

Task Goal Statement:

Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:

Constructed project will provide water quality benefits including reductions in total suspended solids (TSS), oil, dissolved copper, dissolved zinc, and total phosphorus and will also reduce flows to the Yakima River through the increased stormwater infiltration.

Recipient Task Coordinator: Jon Morrow

Deliverables

Number	Description	Due Date
4.1	Copy of the contract documents (e.g. bid announcement, bid award and bid tabulations). Upload to EAGL and notify ECOLOGY when upload is complete.	

4.2	Copy of signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Construction progress reports and photos included in progress reports uploaded to EAGL.	
4.4	Completed equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	15 %	\$ 483,993.15	\$ 2,742,627.85	\$ 3,226,621.00
Construction Bid Overrun	0 %	\$ 0.00	\$ 522,756.15	\$ 522,756.15
Total		\$ 483,993.15	\$ 3,265,384.00	\$ 3,749,377.15

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

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

This amendment will be effective 07/28/2022.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment 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 Ellensburg

By: _____

Vincent McGowan, P.E.
Water Quality
Program Manager

Date

By: _____

Ryan Lyyski
Public Works and Utilities Director

Date

Template Approved to Form by
Attorney General's Office



AGENDA REPORT

Meeting Date:	October 20, 2022
Agenda Subject:	Consultant Agreement - Secondary Clarifiers Rebuild Design
Submitted by:	Mike Helgeson Public Works & Utilities
Recommended Action or Motion:	Staff is presenting this agreement to the UAC for informational purposes.
Background/Summary:	Staff has determined there is a need to rebuild the two secondary clarifiers at the WWTF. The clarifiers are an integral part of the treatment process, and their continued operation is imperative. Draining, inspecting, and rebuilding these clarifiers has been identified as a necessary improvement to maintain the standard of treatment provided currently and in the future. City staff has negotiated a contract with Kennedy Jenks Consultants, Inc. to complete the design of the clarifier rebuilds. Because of concerns about equipment lead times, staff were unable to ask UAC for a favorable recommendation before taking this agreement to Council. Staff intends to take this agreement, and Council's motion, to the UAC at the October 20, 2022 meeting for informational purposes.
Previous Council Action:	This agreement was approved by the City Council at the October 3rd meeting.
Analysis:	Staff selected Kennedy/Jenks Consultants, Inc. for this design due to the fact they are currently working with the City on the General Sewer Plan Update. These two projects are closely related, and Kennedy Jenks has extensive knowledge of current WWTF equipment and processes. Staff has negotiated the proposed Consultant Agreement for Council's consideration.
Financial Impact:	The 2022 Sewer budget includes \$375,000 for the secondary clarifiers rebuild design. The proposed consultant agreement includes a not to exceed amount of \$342,198, which is below the amount budgeted.

Attachments:

City of Ellensburg - Professional Services Agreement Secondary Clarifier Rehabilitation

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ELLENSBURG
AND
KENNEDY/JENKS CONSULTANTS, INC.**

RELATING TO: Secondary Clarifier Rehabilitation

THIS COST PLUS FIXED FEE AGREEMENT is made and entered into this _____ day of _____, 2022 ("Effective Date"), by and between THE CITY OF ELLENSBURG, a non-charter code city of the State of Washington (hereinafter called the "CITY") and Kennedy/Jenks Consultants, Inc. a corporation of the State of California authorized to do business in the state of Washington (hereinafter called the "CONSULTANT").

1. RECITALS.

1.1. The CITY desires to obtain professional services for work related to the Secondary Clarifier Rehabilitation project.

1.2. The CITY has solicited for such professional services as required by law, including RCW Chapter 39.80 if applicable.

1.3. CONSULTANT represents that it is available and able to provide qualified personnel and facilities necessary for the work and services contemplated herein, and can accomplish the work and services within the required time period and in accordance with CITY's specifications, WSDOT Standard Specifications (as applicable), and professional standards.

1.4. CONSULTANT agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above representations and the terms, conditions, covenants, and agreements set forth below, the parties hereto agree as follows:

2. SCOPE OF WORK.

2.1. The scope of professional services to be performed and the results to be achieved by the CONSULTANT shall be as detailed in the attached Exhibit A and shall include all services and material necessary to accomplish the work ("Services").

2.2. The CITY may review the CONSULTANT'S work product, and if it is not satisfactory, the CONSULTANT shall make such changes as may be required by the CITY. Such changes shall not constitute "Extra Work" as related in Section 13 of this Agreement.

2.3. The CONSULTANT agrees that all services performed under this Agreement shall be in accordance with the standards of the profession and in compliance with applicable federal, state and local laws.

2.4. The Scope of Work may be amended upon written approval of both parties.

3. TIME OF PERFORMANCE. The CONSULTANT may begin work upon the Effective Date of this Agreement by both parties, or the CITY's issuance of a Notice to Proceed, whichever is applicable, and the duration of the Agreement shall extend through June 30, 2024.

4. PAYMENT. The CITY shall pay the CONSULTANT as set forth in this section of the Agreement. Such payment shall be full compensation for work performed, services rendered, and all labor, materials, supplies, equipment and incidentals necessary to complete the work.

4.1. Payment shall be on the basis of the CONSULTANT'S standard billing rates multiplied by the actual hours worked, cost for actual labor, overhead and profit plus CONSULTANT'S direct non-salary reimbursable costs for cost plus fixed fee agreements or based on percentage of completed work for lump sum agreements, as set forth in the attached Exhibit C.

4.2. The CONSULTANT shall submit invoices to the CITY on a monthly basis. Invoices shall detail the work, hours, employee name, and hourly rate; shall itemize with receipts and invoices the non-salary direct costs; shall indicate the specific task or activity in the Scope of Work to which the costs are related; and shall indicate the cumulative total for each task.

4.3. The CITY shall review the invoices and make payment for the portion of the project or tasks that have been completed less the amounts previously paid.

4.4. The CONSULTANT invoices are due and payable within 30 days of receipt. In the event of a disputed billing, only the disputed portion will be withheld from payment.

4.5. Final payment for the balance due to the CONSULTANT will be made after the completion of the work and acceptance by the CITY.

4.6. Payment for "Extra Work" performed under Section 13 of this Agreement shall be as agreed to by the parties in writing.

4.7. The CITY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the Agreement for allowable unforeseen costs, or reimbursing the CONSULTANT 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 \$15,000 or 10% of the Maximum Compensation as shown in Section 5 of this Agreement. The amount included for the Management Reserve Fund is (\$0). This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section 13 – Extra Work.

5. MAXIMUM COMPENSATION.

5.1. The CONSULTANT's total compensation and reimbursement under this Agreement, including labor, direct non-salary reimbursable costs and outside services, shall not exceed the maximum sum of \$341,198. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from CITY in the form of a negotiated and executed amendment of this Agreement.

5.2. The budget for each task is as set forth in the attached Exhibit B. Budgets for task(s) may be modified upon mutual agreement between the two parties, but in any event, the total payment to CONSULTANT shall not exceed the maximum amount per Section 5.1 above.

6. RELATIONSHIP OF PARTIES.

6.1. The relationship created by this Agreement is that of owner-independent contractor. Neither the CONSULTANT nor CONSULTANT's employees are employees of the CITY and are not entitled to the benefits provided by the CITY to its employees. The CONSULTANT, as an independent contractor, has the authority to control and direct the performance of the details of the services to be provided. No employee, agent, representative or subconsultant of CONSULTANT shall be or shall be deemed to be the employee, agent representative or subconsultant of the CITY. The CONSULTANT shall assume full responsibility for all wages, along with any Federal, State, and local taxes or contributions imposed or required, including, but not limited to, unemployment insurance, Social Security, and income tax, payable as a result of work performed under this Agreement.

6.2. Employees of the CONSULTANT, while engaged in the performance of any work or services under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY, and claims that may arise under the Workman's Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the CONSULTANT'S employees 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. On or before the Effective Date, CONSULTANT shall file, maintain and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish

CONSULTANT's status as an independent contractor.

7. WORK PRODUCT AND DOCUMENTS.

7.1. The work product and all documents produced under this Agreement shall be furnished by the CONSULTANT to the CITY, and upon completion of the work shall become the property of the CITY, for use without restriction and without representation as to suitability for reuse by any other party unless specifically verified or adapted by the CONSULTANT, except that the CONSULTANT may retain one copy of the work product and documents for its records. The CONSULTANT will be responsible for the accuracy of the work, even though the work has been accepted by the CITY.

7.2. In the event that the CONSULTANT shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the CONSULTANT, along with a summary of work as of the date of default or termination, shall become the property of the CITY. Upon request, the CONSULTANT shall tender the work product and summary to the CITY. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the CITY.

7.3. CONSULTANT will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of CONSULTANT.

8. RECORDS. As a public agency, the CITY is subject to the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that CONSULTANT keeps records that are deemed public records and are needed for the CITY to respond to a request under the Act, as determined by the CITY, CONSULTANT agrees to make them promptly available to the CITY. Pursuant to Chapter 40.14 RCW, CONSULTANT shall retain records associated with this Agreement in accordance with the applicable retention schedule. CONSULTANT also agrees to indemnify and hold the CITY harmless from any claims or losses caused by CONSULTANT'S failure to make records available to the CITY as provided in this Agreement.

9. NONDISCRIMINATION. The CONSULTANT shall conduct its business in a manner, which assures fair, equal and non-discriminatory treatment of all persons, in particular:

9.1. The CONSULTANT shall maintain open hiring and employment practices and will welcome applications for employment in all positions, from qualified individuals who are members of minorities protected by federal equal opportunity/affirmative action requirements; and,

9.2. The CONSULTANT shall comply with all requirements of applicable federal, state or local laws or regulations issued pursuant thereto, relating to the establishment of non-discriminatory requirements in hiring and employment practices

and assuring the service of all persons without discrimination as to any person's race, creed, color, religion, national origin, status as a military veteran, marital status, gender, sexual orientation, disability or other legally protected classification.

10. SUBCONTRACTING.

10.1. The CONSULTANT shall not sublet or assign any of the work covered by this Agreement without the written consent of the CITY.

10.2. In all solicitation either by competitive bidding or negotiation made by the CONSULTANT for work to be performed pursuant to a subcontractor, including procurement of materials and equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of CONSULTANT's obligations under this Agreement, including the nondiscrimination requirements.

10.3. In performing this Agreement, the CONSULTANT shall not subcontract with or employ any CITY employee without the CITY's written consent.

11. SUPERVISION, INSPECTION AND PERFORMANCE.

11.1. Even though CONSULTANT is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of CITY and shall be subject to CITY's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

11.2. CONSULTANT represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by CONSULTANT, its employees, or by subconsultants whose selection has been authorized by CITY; provided that CITY's authorization shall not relieve CONSULTANT or its subconsultants from any duties or obligations under this Agreement, or at law, to perform the Services in a satisfactory and competent manner. CONSULTANT shall ensure that all contractual duties, requirements and obligations that CONSULTANT owes to CITY shall also be owed to CITY by CONSULTANT's subconsultants retained to perform the Services.

11.3. CONSULTANT shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans, designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. CONSULTANT shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. CONSULTANT shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this Agreement. CONSULTANT shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared

under this Agreement.

12. CHANGES IN WORK. Other than changes directed by the CITY as set forth in Section 1 above, either party may request changes in the scope of work. Such changes shall not become part of this Agreement unless and until mutually agreed upon and incorporated herein by written amendments to this Agreement executed by both parties.

13. EXTRA WORK. The CITY may desire to have the CONSULTANT perform work or render services in connection with this project, in addition to the Scope of Work set forth in Exhibit A and minor revisions to satisfactorily completed work. Such work shall be considered as "Extra Work" and shall be addressed in a written supplement to this Agreement. The CITY shall not be responsible for paying for such extra work unless and until the written supplement is executed by both parties.

14. TERMINATION.

14.1. The CITY may terminate this Agreement in whole or in part whenever the CITY determines, in its sole discretion that such termination is in the best interests of the CITY, upon not less than ten (10) days' written notice to the CONSULTANT. Written notice will be by certified mail sent to the consultant's designated representative at the address provided by the CONSULTANT. If this Agreement is terminated in its entirety by the CITY for its convenience, the CITY shall pay the CONSULTANT for satisfactory services performed through the date of termination, but no amount shall be allowed for anticipated profit on unperformed Services or other work.

14.2. The CITY may terminate this Agreement, in whole or in part and at any time, in writing if CONSULTANT substantially fails to fulfill any or all of its material obligations through no fault of CITY. If CITY terminates all or part of this Agreement for default, CITY shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to CONSULTANT using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to CONSULTANT at the time of termination may be adjusted to the extent of any additional costs CITY incurs or will incur because of CONSULTANT's default. In such event, CITY shall consider the actual costs incurred by CONSULTANT in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to CITY at the date of termination, the cost to CITY of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to CITY of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

14.3. In the event this Agreement is terminated prior to the completion of the work, a final payment shall be made to the CONSULTANT, which, when added to any payments previously made, shall compensate the CONSULTANT for the portion of work completed. Whenever the Agreement is terminated in accordance with this Section 14, the CONSULTANT shall be entitled to payment for actual work performed up to the termination date. Upon such termination, whether for convenience or default, an equitable adjustment in the contract price will be made by the CITY for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination under this Section 14 shall not constitute a breach of the Agreement by the CITY.

15. INDEMNIFICATION/HOLD HARMLESS.

15.1. CONSULTANT shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the CONSULTANT in performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY.

However, 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 CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT's negligence.

15.2. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT'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.

15.3. The provisions of this section shall survive the expiration or termination of this Agreement. Further, the indemnity obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by CITY of or for any Services performed by CONSULTANT shall not be grounds for avoidance of any Indemnity Obligations.

16. INSURANCE.

16.1. The CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees or subcontractors.

16.2. CONSULTANT'S maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or in equity.

16.3. Minimum Scope of Insurance. CONSULTANT shall obtain insurance of the types described below:

16.3.1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contract liability coverage; and,

16.3.2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The CITY shall be named or added as an additional insured under the Consultant's Commercial General Liability insurance policy using ISO endorsement form CG 20 26, or coverage at least as broad; and,

16.3.3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington; and

16.3.4. Professional Liability insurance appropriate to the CONSULTANT's profession.

16.4. Minimum Amounts of Insurance. CONSULTANT shall maintain the following insurance limits:

16.4.1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

16.4.2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

16.4.3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

16.5. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, and Commercial General Liability insurance:

16.5.1. The CONSULTANT's insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

16.5.2. Any payment of deductible or self-insured retention shall be the sole responsibility of the CONSULTANT.

16.5.3. The CONSULTANT'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

16.6. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

16.7. Verification of Coverage. CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the CONSULTANT before commencement of the work.

16.8. Cancellation. CONSULTANT will provide notice to the CITY of any cancellation of coverage by no later than three (3) days after CONSULTANT is notified by its insurer that coverage will or has been canceled, whichever occurs earliest.

16.9. CITY Full Availability of CONSULTANT Limits. If the CONSULTANT maintains higher insurance limits than the minimum amounts shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONSULTANT, irrespective of whether such limits maintained by the CONSULTANT are greater than those required by this Agreement or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the CONSULTANT.

17. APPLICABLE LAW/VENUE. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute the venue of any litigation brought hereunder shall be Kittitas County.

18. NOTICE. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

City of Ellensburg
Department of _____
Attention: _____
501 N. Anderson
Ellensburg, WA 98926

Kennedy/Jenks Consultants, Inc.
32001 32nd Ave S, Suite 100
Federal Way, WA 98001

19. ENTIRE AGREEMENT. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of CITY, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

20. PRIORITY OF DOCUMENTS. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.

21. MODIFICATION. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of CITY and CONSULTANT.

22. ASSIGNMENT. Any assignment of this Agreement by CONSULTANT without the prior written consent of CITY shall be void.

23. WAIVER. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

24. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement.

25. EXHIBITS AND SIGNATURES. This Agreement, including its exhibits, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following exhibits are hereby made a part of this Agreement:

Exhibit A – Scope of Work

Exhibit B – Task Budget

Exhibit C – Fee Schedule

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CONSULTANT:

By: 

Printed Name: Michael Lubovich

Title: Operations Manager

Tax ID#: 94-2147007

THE CITY OF ELLENSBURG:

By: _____

Printed
Name: _____

Title: _____

ATTEST: _____
Clerk

Approved as to Form:

City Attorney

EXHIBIT A SCOPE OF SERVICES

Project Title: City of Ellensburg Secondary Clarifier Rehabilitation

Background

The City of Ellensburg (City) wishes to rehabilitate their two secondary clarifier tanks at the City's Wastewater Treatment Facility (WWTF) to include new rake arms and drives as well as provide improvements to their Return Activated Sludge (RAS) system to accommodate the changes to the tanks.

The City selected Kennedy Jenks (Consultant) to develop the alternatives and design the improvements.

- Phase 1: Secondary Clarifier Rehabilitation
- Phase 2: Engineering Services During Construction (ESDC)

This initial scope of work consists of Engineering Services to perform Phase 1 – Secondary Clarifier Rehabilitation. The Phase 2 scope, schedule and fee for ESDC will be developed and approved by written amendment at a later date.

Phase 1 – Secondary Clarifier Rehabilitation

Consultant will develop alternatives and a final design for the rehabilitation of the secondary clarifiers including improvements to the RAS pumping system.

Task 100 – Meetings and Workshops

Consultant Services:

Sub-Task 101: Kick-off Meeting

Prepare for, attend, and facilitate a virtual Kick-off Meeting with City and design team members. The meeting is anticipated to have a 1-hour duration and will be attended by up to 4 design team members.

Client stakeholders, planned roles and responsibilities, project scope, schedule, budget, project controls processes, deliverables, workshops, key deliverable dates and milestones, and key technical issues shall be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

Sub-Task 102: Site Visit

Prepare for, attend, and facilitate an in-person facility site visit with City staff and design team members. The meeting is anticipated to have a 6-hour duration and will be attended by up to 4 design team members.

Sub-Task 103: Secondary Clarifier Rehabilitation Alternatives Workshop

Prepare for, attend, and facilitate a virtual Alternatives Workshop with City and design team members. The meeting is anticipated to have a 2-hour duration and will be attended by up to 4 design team members.

Alternatives for the secondary clarifier rehabilitation and RAS improvements will be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

Sub-Task 104: 30% Design Review Meeting

Prepare for, attend, and facilitate a virtual 30% Design Review Meeting with City staff and design team members. The meeting is anticipated to have a 2-hour duration and will be attended by up to 4 design team members.

The 30% Design deliverable will be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

Sub-Task 105: 90% Design Review Meeting

Prepare for, attend, and facilitate a virtual 90% Design Review Meeting with City staff and design team members. The meeting is anticipated to have a 2-hour duration and will be attended by up to 4 design team members.

The 90% Design deliverable will be discussed. Consultant shall prepare and submit a meeting agenda and meeting notes.

Sub-Task 106: Ecology Coordination Meeting

Prepare for, attend, and facilitate a virtual Ecology Review Meeting with City staff and design team members. The meeting is anticipated to have a 2-hour duration and will be attended by up to 2 design team members.

The 90% Design elements shall be discussed with Ecology. Consultant shall prepare and submit a meeting agenda and meeting notes.

City Responsibilities:

- Provide for City staff participation in all meetings and workshop.
- Inform Consultant in a timely manner of any project changes that could impact Consultant's scope, deliverables, schedule, and/or budget.

Assumptions:

- Site Visit will be in person at the WWTF.
- City will provide meeting space for Site Visit.

Deliverables:

- Meeting Agenda and Notes (Electronic, Adobe Acrobat format).
- Workshop Agenda and Notes (Electronic, Adobe Acrobat format).

Task 200 – Detailed Design

This task will include data collection, engineering analysis and recommendations, opinion of probable construction cost (OPCC), and bid documents for the identified secondary clarifier and RAS system improvements.

Sub Task 201: Data Collection and Document Review***Consultant Services:***

Consultant shall gather and review information provided by the City which may include historical trend data from SCADA, WWTF performance data, as-built drawings, existing O&M manuals, and repair/replacement/maintenance history.

Consultant shall develop request for information (RFI) for a comprehensive data request to the City. After receipt of available information, Consultant shall perform a gap analysis of the collected data and develop a list of additional information needed to develop the Plan.

City Responsibilities:

- Provide information requested by Consultant to extent possible

Assumptions:

- Up to 2 RFI's for project.
- Data from City will be provided in an electronic format such as Excel, Adobe, AutoCAD, or Word.

Deliverables:

- Comprehensive information request(s) for supplemental background data to review.

Sub Task 202: 30% Design

Consultant Services:

The Consultant shall develop the 30% design of the secondary clarifier and RAS system improvements. This will include development of two alternatives for the secondary clarifier rake arm and drive rehabilitation, and one alternative for the RAS system improvements. It shall also include 30% design level drawings and development of an OPCC based upon the 30% design level drawings for submission to the City for review and comment.

City Responsibilities:

- Provide timely review comments for the 30% design submittal.

Assumptions:

- The future capacity and functionality needs of both the Secondary Clarifiers and the RAS system is being developed as part of the General Sewer Plan (GSP) update project. The scope of the improvements will be coordinated with the GSP effort as respective project schedules permit.
- The two secondary clarifier rehabilitation alternatives will include:
 - Alternative 1: Spiral rake arm with scum skimmer and sludge ring RAS collection system, new walkway, effluent launder covers, effluent launder baffles (a.k.a. Stamford Baffles).
 - Alternative 2: Suction header (a.k.a. tow-bro) rake arm/RAS collections system with scum skimmer, new walkway, effluent launder covers, effluent launder baffles (a.k.a. Stamford Baffles).
- The two RAS system improvement alternatives will include:
 - Alternative 1: Two new screw-centrifugal RAS pumps equipped with variable frequency drives (VFD) with dials for manual speed control, new RAS flowmeter. It will also include a new Motor Control Center (MCC) for the system equipped with a dial or touch screen to display RAS flow and control VFD speed. It will also include new level wet well level measurement devices. The RAS pumps, MCC, and VFDs, are assumed to fit within the existing spaces.

- Alternative 2: Two new centrifugal non-clog RAS pumps equipped with variable frequency drives (VFD) with dials for manual speed control, new RAS flowmeter. It will also include a new Motor Control Center (MCC) for the system equipped with a dial or touch screen to display RAS flow and control VFD speed. It will also include new level wet well level measurement devices. The RAS pumps, MCC, and VFDs, are assumed to fit within the existing spaces.
- The contract budget is based upon the following:
 - Two new RAS pumps equipped with VFDs
 - New RAS wet well level measurement devices.
 - New MCC for secondary clarifier and RAS equipment
 - Manual speed control for RAS pumps via dial or digital display within MCC room including local digital display for flowmeter reading.
 - All RAS pumping and MCC improvements will fit within the existing facility
 - New secondary clarifier drive mechanisms, rake arms, and scum skimmer/collector.
 - New secondary clarifier walkway, effluent launder baffles, and effluent launder covers.
 - Any additional design elements, such as the inclusion of a Programmable Logic Controller (PLC), SCADA system screen updates, further electrical system improvements, etc. will be added to the contract via amendment.
- The capacity and functionality of the tank is not anticipated to change.
- As per a recent conversation with the City's permit manager with Ecology, approval of this project will not require an engineering report. Should the scope of the project change to include capacity or other improvements requiring an engineering report, the report and associated Ecology coordination will be added to the contract via amendment.
- During the Site Visit (Sub-task 102), information will be gathered to create the new WWTF electrical one-line diagram.
- The 30% design submittal will include up to 20 drawings and 9 specification sections and a Class 4 OPCC.

Deliverables:

- 30% Design submittal and Class 4 OPCC (electronic, pdf format)

Sub-Task 203: 60% Design

Consultant Services:

The Consultant shall develop the 60% design of the secondary clarifier and RAS system improvements. This will include 60% design level drawings, and development of an OPCC based upon the 60% design level drawings for submission to the City for review and comment.

City Responsibilities:

- Provide timely review comments for the 60% design submittal.

Assumptions:

- The 60% submittal will include up to 33 drawings and 56 specification sections and a Class 3 OPCC

Deliverables:

- 60% Design submittal and Class 3 OPCC (electronic, pdf format)

Sub-Task 204: 90% Design

Consultant Services:

The Consultant shall develop the 90% design of the secondary clarifier and RAS system improvements. This will include 90% design level drawings, and development of an OPCC based upon the 90% design level drawings for submission to the City for review and comment.

City Responsibilities:

- Provide timely review comments for the 90% design submittal.

Assumptions:

- The 90% submittal will include up to 33 drawings and 65 specification sections and a Class 2 OPCC

Deliverables:

- 90% Design submittal and Class 2 OPCC (electronic, pdf format)

Sub-Task 205: Final Design

Consultant Services:

The Consultant shall develop the Contractor Construction Documents for the secondary clarifier and RAS system improvements bidding and construction. The Contractor Construction Documents will be submitted to Ecology for coordination purposes.

Assumptions:

- Ecology coordination will be limited to the Ecology Coordination Meeting (Sub-task 106)

Deliverables:

- Contractor Construction Documents (electronic, pdf format)

Task 300 – Bid Assistance

Consultant Services:

During the bidding of the project, the Consultant, as the engineer of record shall assist the City as follows:

1. Respond to Bidder Questions: Provide Answers to bidder questions during the bid period.
2. Prepare Addenda: Provide Addenda to the bid package as needed.
3. Provide technical input on review of submitted bids: As requested, provide up to 16 hours of review of the content of the submitted bids to advise whether they meet the requirements of the bid process.
4. Attend Pre-Bid Meeting: Prepare for and participate in the Pre-Bid Meeting.

Assumptions:

- The bid period will last four weeks.
- No more than 2 Addenda will be prepared.
- Pre-Bid Meeting will be in-person at the WWTF.

Deliverables:

- Addenda (electronic, pdf format)

Task 400 – Project Management and QA/QC

Sub-Task 401: Project Management

Consultant Services:

Project Set-up:

Consultant will set up the project within Consultant's accounting system and issue a Project Initiation Plan to the design team, outlining the scope and budget, and develop a baseline schedule.

Project Work Plan

Consultant shall prepare a Project Work Plan (PWP) as part of the project development efforts. The PWP shall consist of:

- i. City Expectations
- ii. Scope of Work (from contract)
- iii. Staffing Plan, including the Team Organization and Responsibilities
- iv. Work Plan
- v. Baseline Schedule (MS Project)

- vi. Quality Plan
- vii. Health and Safety Plan (HASP)

Project Management and Administration

- Consultant shall provide project management services needed to execute the scope of work. This shall consist of project administration related to schedule, budget, and scope management, and communication of project activities with the City.
- Consultant will provide management and oversight of in-house project personnel and subconsultants throughout the project. This task shall also consist of the provision of administrative support in the Consultant's office for the duration of the project.
- Consultant will review and monitor project budget and progress on a regular basis, as well as management of in-house and subconsultant activities.
- Consultant will allocate resources to meet project objectives based on this scope of work and will perform project controls activities to accomplish day to day management of the work.
- Consultant will prepare and maintain a Major Decisions Log (MDL) that documents the County's major decisions related to the Project and include a monthly update with the progress status report.

Deliverables:

- Major Decisions Log updates (electronic, Adobe Acrobat format).

Monthly Project Invoice and Status Report

Consultant will establish and maintain a Project accounting system to organize and track Project costs in accordance with the Agreement and the work breakdown structure (WBS).

Consultant will prepare and submit monthly invoices electronically to City in accordance with the Agreement. Invoices shall be prepared and submitted electronically on a monthly basis.

Invoices shall include:

- i. breakdown of staff effort by major task;
- ii. a summary of expenditures for the month by major task;
- iii. a summary of expenditures to date by major task;
- iv. the amount previously invoiced;
- v. total invoiced; and
- vi. budget amount remaining.

The monthly progress report shall provide narrative summaries of the work performed through the most recent month, planned activities for the upcoming month, items requiring resolution or decisions by the City and issues/concerns, information needs, and a performance schedule update. For the purposes of this scope of work, a total of 10 invoices are assumed.

Schedule Development and Update

Develop a baseline project schedule for the Project activities defined in this Scope of Work following the notice to proceed and shall maintain the schedule through the life of the project. The schedule will identify the major activities for the Project (e.g. task and subtask level activities) and the schedule will be updated quarterly for the Project tasks.

Deliverables:

- Draft and final versions of Baseline Project Schedule
- Quarterly updates of Project Schedule

Sub-Task 402 - Quality Control

Consultant Services:

Quality Management Plan

Prepare a Quality Management Plan (QMP) for the project that identifies procedures, compliance methods, lines of communications and responsibilities, methods of checking and correcting the work, formats and procedures for responding to Trane's comments on deliverables, and record keeping requirements. The QMP shall also identify personnel and schedules to complete QA/QC reviews of the work and deliverables.

QA/QC Monitoring and Project Reviews

Conduct an in-house Concept and Criterion (C&CR) meeting early in the project to obtain focused technical input from senior Consultant staff based on their experience from other similar projects.

Review draft Plan and other deliverables included in the scope of work will be reviewed. Reviews will be performed by senior Consultant staff as identified in the QMP.

Sub-Task 403 - Health and Safety

Consultant Services:

Prepare a project-specific health and safety plan (HASP) prior to initiating any field activities.

EXHIBIT B COMPENSATION

NOTE-include billing/invoice specifics.

A. Compensation:

CONSULTANT will be compensated not more than \$341,198 for Phase 1 services.

Project / Task	Estimated Effort
Phase 1 – Secondary Clarifier Rehabilitation	
Task 100. Meetings and Workshops	\$33,642
Task 200. Detailed Design	\$261,090
Task 300. Bid Assistance	\$14,354
Task 400. Project Management and QA/QC	\$32,112
Phase 1 - Total	\$341,198

B. Requests for Payment:

1. At a minimum the invoice is to include: performance period; date of submission; CONSULTANT's name, remittance address and phone number; number of hours being billed; invoice total; and any additional applicable information.

2. Submit via e-mail to:

Mike Helgeson
Assistant Public Works Director
City of Ellensburg
501 N. Anderson St.
Ellensburg, WA 98926
helgy@ci.ellensburg.wa.us

3. Payment will be made to CONSULTANT within thirty (30) days of the receipt of a complete and accurate invoice

Exhibit C

FEE SCHEDULE

EXHIBIT C

Kennedy/Jenks Consultants 2022 Billing Rates						
	Staff Name	Classification	Direct Labor Rate	Overhead (199.59% x R)	Profit 15%	Total Hourly Billing Rate
	Bosse, Ben	Engineer/Scientist/Specialist 5	\$52.53	\$104.84	\$23.61	\$180.98
	Capaci, Mackenzie	Engineer/Scientist/Specialist 4	\$47.30	\$94.41	\$21.26	\$162.96
	Foray, Jeffrey	Engineer/Scientist/Specialist 7	\$76.72	\$153.13	\$34.48	\$264.32
	Hoffman, Janet	Engineer/Scientist/Specialist 5	\$58.71	\$117.18	\$26.38	\$202.27
	Jindra, John	Engineer/Scientist/Specialist 4	\$53.13	\$106.04	\$23.88	\$183.05
	Kim, Eun	Engineer/Scientist/Specialist 5	\$56.82	\$113.41	\$25.53	\$195.76
	Lubovich, Michael	Engineer/Scientist/Specialist 6	\$75.93	\$151.55	\$34.12	\$261.60
	Marshall, Claire	Engineer/Scientist/Specialist 3	\$42.98	\$85.78	\$19.31	\$148.08
	Marx, Mike	CAD Designer	\$52.17	\$104.13	\$23.44	\$179.74
	Maxey, Nicole	Project Administrator	\$37.74	\$75.33	\$16.96	\$130.03
	Mital, Jenny	Engineer/Scientist/Specialist 3	\$42.47	\$84.77	\$19.09	\$146.32
	Perez, Andrew	Engineer/Scientist/Specialist 6	\$71.04	\$141.79	\$31.92	\$244.75
	Reisinger, Lawrence	Engineer/Scientist/Specialist 7	\$72.35	\$144.40	\$32.51	\$249.27
	Salter, Jake	Engineer/Scientist/Specialist 5	\$63.56	\$126.86	\$28.56	\$218.98
	Seymour, David	Engineer/Scientist/Specialist 8	\$82.90	\$165.46	\$37.25	\$285.61
	Stoll, Chris	Engineer/Scientist/Specialist 7	\$72.12	\$143.94	\$32.41	\$248.47
	Ward, Nathan	Engineer/Scientist/Specialist 4	\$50.36	\$100.51	\$22.63	\$173.50
	Walz, Ron	Engineer/Scientist/Specialist 8	\$93.82	\$187.26	\$42.16	\$323.24
	Wright, Charles	Engineer/Scientist/Specialist 6	\$69.39	\$138.50	\$31.18	\$239.07

Kennedy/Jenks adjusts salaries annually in March.

Ellensburg Utility Advisory Committee
Public Works & Utilities Issues and Updates
October 20, 2022

Consent Items

Agenda Reports for items approved by the City Council since our last meeting are attached.

All Utilities

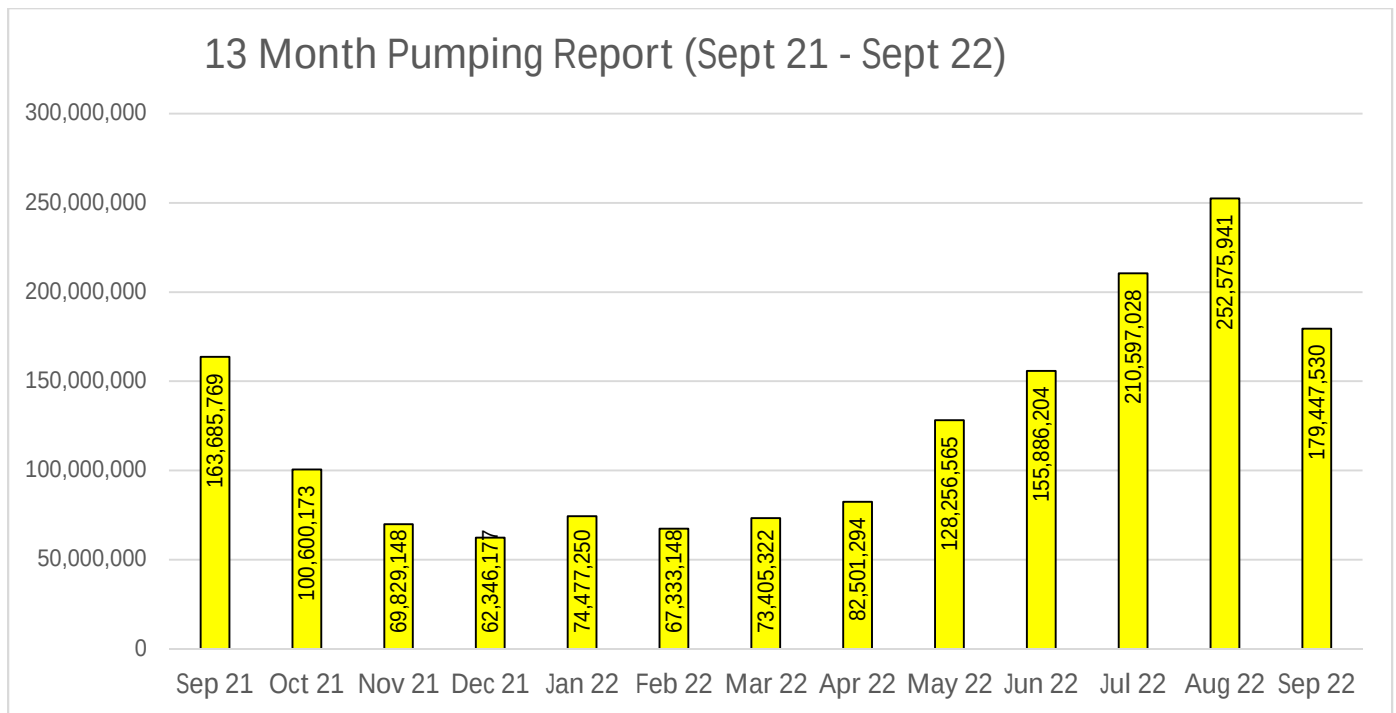
- The City of Ellensburg solicited interest from consulting firms with expertise in sustainability and climate action planning as well as municipal electric and natural gas utility experience to complete a “Sustainability and Energy Plan” project. The City received five submittals and conducted interviews with four consultants. The review team selected McKinstry and is moving forward in developing a contract proposal for consideration.
- The Council held second reading and adoption of 4897 on October 17, 2022. This is the ordinance that incorporates the utility rate increases that the UAC was briefed on in August and September. The rate increases are effective Jan 1, 2023 for natural gas, sewer, stormwater and water, with electric effective Jan 1, 2024.
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Sewer

- Collection Crews continue to collect measurements and GPS points to provide data to Kennedy Jenks Inc. to assist with flow modeling that is necessary for the General Sewer Plan update.
- Staff continues to work with the Bureau of Reclamation to complete land exchange for the Schaake project. We are hopeful to have resolution by end of year.
- Staff has contacted Natural Selection Farms to confirm a start date for loading and hauling biosolids away for beneficial reuse. That work is scheduled to begin on October 17th.
- Staff have completed all that has been requested to renew the “Application for Coverage Under the General Permit for Biosolids Management” and are waiting for approval from the Department of Ecology.
- Crews worked long deep into the night on Tuesday October 4th because of the power outage caused by a construction accident on University Way. A portable generator was rented and wired into the Cora Street lift station to keep it in operation during the outage. Staff remained on scene at the lift station to ensure proper operation until power was restored and the generator could be removed.

Water

- Water pumped in the month of September of 2022 was 179,447,530. In September of 2021, the amount of water pumped was 163,685,769 gallons.



- Crews installed several large water meters at locations that were due for replacement. Most of these meters were touch pad reading meters (they were physically read by meter readers with touch pads) and they were replaced with cellular read meters. City of Ellensburg staff can now read these meters on a web page and see real time data.
- Staff received quotes for one 24-inch and two 18-inch butterfly valves for the large water main that delivers water to the city from City Wells, Route 10 Well, and Hayward Well. It appears that custom accessories will be necessary for the replacement of those valves because of the size of the valves that need to be replaced. These accessories can be quite expensive and may require long lead times to acquire. Staff continue to explore options.
- The cellular communication device has been installed at Airport Well and seems to be working well. Staff will continue monitoring the performance of the device and then decide whether to install similar devices at Route 10 Well and Hayward Well.

- Phase 2 of the annual Leak Survey Program is complete, and crews are investigating and repairing leaks that were identified in the survey.
- Staff have submitted the revised Water System Plan back to the Dept. of Health (DOH) back in August, which addressed all the comments received from their preliminary review. Staff anticipates receiving comments from DOH in December.
- Construction continues on the Illinois Well Project. Currently, all underground work is complete and the well house is constructed. We have run into some procurement issues with some of the specialty equipment needed to outfit the well. Due to these issues, it is looking like the project will have a temporary shutdown as we wait delivery of the needed equipment. It is now anticipated that the project will not be completed until summer of 2023.

Storm

- Staff will be taking to the October 17, 2022 City Council meeting an amendment from the Department of Ecology for authorization to receive \$522,756 towards the bid overage on Gateway 1. It also extends the agreement with Ecology to 2023 due to the one year delay with communication companies.
- Gateway 1 is in full swing and under construction. Utility work involving re-locating gas, power and tele communications so everything can go in a common trench and off the power poles (which are going away) is the goal before winter. Some water services are also being re-located.
- Gateway 2 design is on hold until after the first of the year.
- Reecer Creek Bridge and Levee on Dolarway begins construction on October 17. Dolarway will be shut down from October 17 to November 28, 2022, to construct the new flood conveyance bridge. The project is slated to be completed by spring of 2023.
- Staff is updating the Operation and Maintenance Manual which is a permit requirement and is due to Ecology by December 31, 2022.
- Staff will be updating the Stormwater Management Plan and Annual Report to Ecology following the O&M update.
- Staff continues to perform outfall inspection, private swale inspections and weekly water quality testing.
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Electric

- Wright Tree Service Inc. was our annual tree trimming contract at the September 6th City Council meeting. They are on site and began work the week of September 26th.
- Staff advertised Bid Call 2022-18 for the purchase of distribution transformers. The bid was opened on Sept. 29th two bids received. Staff will go to City Council to award the bid at the Oct. 17th meeting.
- Staff advertised Bid Call 2022-20 for the purchase of pad mounted switch cabinets. The bid is scheduled to be opened on Oct. 20th.
- Staff is continuing working with the consultant on the Dolarway Substation Improvements project. Current efforts are on the power transformer submittal, SCADA options, relay control racks, and structural steel.
- Staff is working on 4th Quarter inventory and material forecasts.
- Staff met with two new members of City Council and conducted a tour of the Dolarway Substation.

- Staff asked for and received permission from City Council to purchase property (701 N. Pacific) that is for sale and located adjacent to the City Light Pole Yard. Staff provided a purchase offer which has been accepted.
- Engineering staff has begun duct and vault inspections for several large developments and construction projects. Including the Gateway, Foster Plat, Ellensburg Flats, Mallard Meadows and Heatherstone.
- Potelco is on property as needed and continues helping the City while the light crew is short staffed. They are focusing on customer driven work as well as maintenance work.
- Staff completed the proposed 2023/2024 budget
- City crews have been focusing on day-to-day operations as well as smaller maintenance and service jobs.
- Engineering staff is attending the following training, Application and Use of the 2023 NESC and Itron PC PRO+ Training.

Gas

- Staff is notifying UAC of a recent natural gas purchase commitment to Shell Energy North America. The purchase commitment is for 31,000 MMBtus at \$5.250/MMBtu for delivery October 2022. The total value of the contract purchase is \$162,750.”
- Greg Lovell started in the Gas Division as a Gas Technician on October 1st. Brad Coffey will be transferring in on November 16th. We are happy to have them join the Gas Division team.
- Crews performed scheduled monthly maintenance tasks, installed new customer requested main and service lines and are inspecting contractors performing natural gas work on the Gateway 1 project. Crews continue with the annual leak survey.
- Climate Commitment Act (CCA) – Staff continues engagement in Ecology’s rulemaking process. Staff is preparing estimated cost models for compliance obligations.
- MESA Products Inc. finished the Walnut Street Rectifier & Deep Well Anodes – Relocation & Replacement project. The contractor started on June 6th and commissioned the new rectifier on June 16th. Project acceptance is anticipated to go to City Council in November.
- Staff continues to review material inventory and projected needs in anticipation of supply chain issues.
- Staff is working on the proposed 2023/2024 budget.
- Darin Yusi attended the APGA Annual Conference the week of October 10th.