



November 28, 2023

Town of South Cle Elum  
P.O. Box 160  
523 Lincoln Avenue  
South Cle Elum, WA 98943

Attn: Luanne Osiadacz  
Clerk/Treasurer

Re: Agreement for Professional Services  
Calendar Years 2024, 2025, and 2026  
HLA Project Nos. 24002G, 25002G, and 26002G

Dear Luanne:

HLA Engineering and Land Surveying, Inc. (HLA), is excited to have been selected to provide Municipal Engineering Services to the Town of South Cle Elum for the 2024, 2025, and 2026 calendar years. We have enjoyed our working relationship with the Town and look forward to continued success together. Thank you for the opportunity!

Attached for your consideration are two (2) signed original Agreements for Professional Services. If acceptable to you, please sign and date the documents and return one (1) original to our office.

If you have any questions or need additional information, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael T. Battle".

Michael T. Battle, PE

MTB/sms

Enclosure

## **AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** entered into this 5<sup>th</sup> day of December 2023, by the TOWN OF SOUTH CLE ELUM, 523 Lincoln Avenue, South Cle Elum, WA 98943, hereinafter called the TOWN, and HLA ENGINEERING AND LAND SURVEYING, INC., 2803 River Road, Yakima, WA 98902, hereinafter called the CONSULTANT.

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

### **1.0 ENGAGEMENT OF CONSULTANT:**

The TOWN, acting pursuant to its vested authority and in accordance with the Town Council's approval on November 21, 2023, does hereby hire the CONSULTANT to perform professional engineering, surveying, and management services as requested by the TOWN. Mayor James DeVere or designated representative thereof, will act as the liaison for the TOWN and Mr. Michael T. Battle, PE, President, will act as liaison for the CONSULTANT for administration of this Agreement. This Agreement for Professional Services can only be amended or revised by subsequent written agreement signed and dated by both parties.

The relationship of the CONSULTANT to the TOWN shall be that of an independent contractor rendering professional consulting services. The CONSULTANT shall have no authority to execute contracts or to make commitments on behalf of the TOWN and nothing contained herein shall be deemed to create the relationship of employer and employee and/or principal and agent between the TOWN and the CONSULTANT. It is expressly understood that CONSULTANT shall have discretion to perform its duties under this Agreement by acceptable means, methods, and professional standards applicable to the work in the same locality, without undue influence and/or direction by TOWN.

### **2.0 CHARACTER AND EXTENT OF SERVICES:**

The CONSULTANT shall perform certain professional engineering, surveying, planning, and management services as requested during the calendar years of 2024, 2025, and 2026. Such services may include, but are not necessarily limited to, the following types of work:

- 2.1 General municipal engineering and planning tasks for street, storm drain, water, sanitary sewer, parks, and garbage, including but not limited to, development of studies, plans and reports; analysis of utility rates and infrastructure funds; design, plans and specifications and contract documents; construction standards, and assistance with grant and loan funding applications and prospectuses.
- 2.2 Preparation of a Water System Plan, General Sewer Plan, Stormwater Plan, and Capital Facilities Plan.
- 2.3 Design, plans, specifications, and services during construction for sanitary sewer systems, wastewater treatment and conveyance system improvements.
- 2.4 Design, plans, specifications, and services during construction for domestic water system improvements.
- 2.5 Design, plans, specifications, and services during construction for street or related transportation improvements.
- 2.6 Design, plans, specifications, and services during construction for storm drainage system improvements.
- 2.7 Design, plans, specifications, and services during construction for irrigation system improvements.

- 2.8 Surveying tasks for right-of-way, easements, property boundaries, and subdivision of property.
- 2.9 Project cost estimates (opinions of cost), reports, and applications for funding.
- 2.10 Geographic Information System (GIS) mapping and management.
- 2.11 Miscellaneous engineering and surveying tasks as requested.
- 2.12 Development review.
- 2.13 Municipal planning services.
- 2.14 Architectural services for TOWN facilities via subconsultant(s).

**3.0 TASK ORDERS/SPECIFIC HOURLY RATE BASIS:**

Prior to commencement of any service to be performed through a Task Order, the TOWN and CONSULTANT shall mutually agree upon and execute a Task Order for the specified service utilizing the general form of Task Order attached hereto as Exhibit B and by this reference incorporated herein. The Task Order shall describe the services to be provided, the time for performance of the service, the fee provisions for the services, and any provisions additional to this Agreement. Execution by the TOWN and CONSULTANT of subsequent Task Orders shall incorporate such subsequent task orders into this Agreement. The terms and conditions of this Agreement shall govern any and all work performed pursuant to a Task Order.

Services to be performed on a specific hourly rate basis shall not require a Task Order but shall only be performed upon authorization from the Mayor, or designated representative.

**4.0 ITEMS TO BE FURNISHED AND RESPONSIBILITY OF TOWN:**

The TOWN will provide or perform the following:

- 4.1 Provide full information as to TOWN requirements of the Project.
- 4.2 Assist the CONSULTANT by placing at his disposal all available information pertinent to the site of the Project, including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the Project.
- 4.3 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSULTANT.
- 4.4 Advertise for hearings and proposals for bidders, open the proposals at the appointed time and place, and pay for all costs incident thereto.
- 4.5 Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.
- 4.6 Pay the costs of publishing planning and environmental review documents and bid advertisements.

**5.0 COMPLETION TIMES:**

The services called for under the various phases of Section 2.0 of this Agreement shall be completed as follows:

- 5.1 Services required for these tasks shall be completed within the times mutually determined by the TOWN and the CONSULTANT.

**6.0 PROFESSIONAL FEES:**

For the services furnished by the CONSULTANT as described under Section 2.0 of this Agreement, the TOWN agrees to pay the CONSULTANT the fees as set forth herein:

- 6.1 According to Exhibit A - Schedule of Rates on a time spent basis plus reimbursement for direct non-salary expenses such as laboratory testing, reproduction expenses, out-of-town travel costs, long distance telephone calls, and outside consultants. Outside subconsultant's billings shall be marked up by a factor of 1.10 times the subconsultant billing. Schedule of Rates shall be adjusted each January 1st during the term of this Agreement to the HLA Standard Schedule of Rates in effect at the time.

**7.0 PAYMENT:**

Monthly payments, payable according to Section 8.0 of this Agreement, based on the documented amount due.

**8.0 TOWN PAYMENT SCHEDULE:**

The TOWN will process payment for all statements received by the 10th day of each month for work done from the 1st day of the prior month. All statements not paid within 30 days of the date of billing shall be subject to service charges of one and one-quarter percent (1.25%) per month.

**9.0 FACILITIES TO BE FURNISHED BY THE CONSULTANT:**

The CONSULTANT shall furnish and maintain a central office, drafting space, and equipment suitable and adequate for the prosecution of the work that is normal to the functioning of an established consulting engineering and land surveying practice.

**10.0 TERMINATION FOR CAUSE:**

The TOWN or CONSULTANT may terminate this Agreement by giving thirty (30) days written notice, in the event of substantial failure by the other party to perform in accordance with this Agreement through no fault of the terminating party. Such termination is not effective if the failure is cured before expiration of the period specified in the written notice. Upon termination for cause by either party, all invoices for services performed up to the date of termination are immediately due and payable. If a finder of fact (*i.e.*, judge or arbitrator) subsequently finds the TOWN was not in substantial failure or material breach of this Agreement, the CONSULTANT's termination of the TOWN for cause under this Section shall automatically be converted to a termination for convenience pursuant to Section 11.0 of this Agreement.

**11.0 TERMINATION FOR CONVENIENCE:**

Either party may terminate this Agreement by giving thirty (30) days written notice to the other party. In the event the TOWN requests early termination of the CONSULTANT's services, CONSULTANT reserves the right to complete such analyses and records as necessary to place CONSULTANT's files in order and to complete a report on the services performed to date. Upon termination for convenience by either party, all invoices for services performed up to the date of termination are immediately due and payable.

## **12.0 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES AND LIMITATION OF LIABILITY:**

In no event will either party be liable to the other for any special, indirect, incidental, or consequential damages of any nature arising out of or related to the performance of this Agreement, whether founded in negligence, strict liability, warranty, or breach of contract. In addition, both parties expressly waive any and all claims against the other for any liquidated damages liability that may be incurred or assessed.

CONSULTANT's aggregate liability responsibility to the TOWN, including that of CONSULTANT's affiliates, officers, directors, employees, agents and subconsultants, is limited to the amount of CONSULTANT's fee under this Agreement. This limitation of liability applies to all lawsuits, claims, or actions, whether identified as arising in tort, contract, or other legal theory (including without limitation, CONSULTANT's indemnity obligations in Section 15.0) related to CONSULTANT's services under this Agreement and any continuation or extension of CONSULTANT's services.

If the TOWN desires a higher limitation, CONSULTANT may agree, at TOWN's request, to increase the limitation of remedy to a greater sum in exchange for a negotiated increase in CONSULTANT's fee. Any additional charge for a higher limit is consideration for the greater risk assumed by CONSULTANT and is not a charge for additional professional liability insurance. Any agreement to increase the limitation of remedy amount must be made in writing and signed by both parties in advance of the provision of services under this Agreement.

By entering into this Agreement, TOWN acknowledges that this limitation of remedy provision has been reviewed, understood and is a material part of this Agreement, and that the TOWN has had an opportunity to seek legal advice regarding this provision.

## **13.0 NO PERSONAL LIABILITY:**

The TOWN agrees that, to the fullest extent permitted by law, that no shareholder, officer, director, or employee of CONSULTANT shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with this Agreement.

## **14.0 ARBITRATION:**

All claims, disputes, and other matters in question arising out of, or related to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Rules of the American Arbitration Association. This Agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party of this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the institution of legal or equitable proceedings based upon such a claim, dispute, or other matter in question would be barred by applicable statute of limitations.

The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in any court having jurisdiction.

In the event of a claim, jurisdiction and venue shall be in Kittitas County, Washington unless otherwise mutually agreed by the parties in writing.

The TOWN expressly agrees that before the TOWN can file a notice of demand for arbitration as provided above, based on professional negligence or breach of the professional standard of care, the TOWN shall obtain a written opinion of a licensed or registered professional practicing in the same licensing jurisdiction as the services provided by CONSULTANT that are in dispute. The professional who prepares the written opinion must be licensed or registered in the discipline or specialty that is the basis for the dispute. The written opinion must indicate that CONSULTANT violated the prevailing standard of care in the delivery of its services. The written opinion also must describe the basis for that opinion and the conclusion that the alleged failure to comply with the standard of care was the cause of all or part of the alleged damages. The written opinion must be made available to the CONSULTANT for review and comment at least thirty (30) days prior to the TOWN filing its demand for arbitration. The parties agree this provision was mutually negotiated and is an integral part of the consideration for this Agreement.

#### **15.0 INDEMNIFICATION:**

CONSULTANT will indemnify and hold TOWN harmless from and against any claims, liabilities, damages, and costs (including reasonable attorney fees and costs of defense) arising out of the death or bodily injury to persons or damage to property to the extent proven to be caused or resulting from the sole negligence of CONSULTANT, its agents, or its employees. For any such claims, liabilities, damages, or costs caused by or resulting from the concurrent negligence of CONSULTANT and other parties, including the TOWN, the duty to indemnify shall apply only to the extent of CONSULTANT's proven negligence.

The TOWN will defend, indemnify, and hold CONSULTANT harmless from and against any and all claims (including without limitation, claims by third parties and claims for economic loss), liabilities, damages, fines, penalties, and costs (including reasonable attorney fees and costs of defense) arising out of or in any way related to the TOWN's, and its agents and employees', sole negligence. This obligation shall not apply to the extent of proven negligence of CONSULTANT, its officers, agents, and employees.

The duty to defend in this provision means the parties shall assume the defense of such claim using legal counsel approved by the non-negligent party and the non-negligent party shall be entitled to participate in the strategy and direction of the defense. In the course of defending a claim under this provision, the negligent party shall not settle the claim without the non-negligent party's consent unless (i) such settlement or compromise only involves monetary relief that is paid in full by the negligent party; (ii) the non-negligent party is not liable for any such settlement or compromise; and (iii) there is no finding or admission that the non-negligent party is or was liable under any legal theory for damages relating to the claim.

The CONSULTANT shall secure and maintain in force throughout the duration of this Agreement, comprehensive general liability insurance written on an occurrence basis with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate for personal injury, \$1,000,000 per occurrence/aggregate for property damage, and professional liability insurance with minimum coverage of \$2,000,000 per occurrence and \$3,000,000 aggregate.

In the event the TOWN requires contractors or subcontractors working on TOWN projects to acquire and provide proof of insurance covering public liability, death, and property damage naming the TOWN as an insured, the TOWN shall require said contractors or subcontractors to name the CONSULTANT as an additional insured.

#### **16.0 ASSIGNMENT:**

The CONSULTANT shall not assign this Agreement, or any of the work or services covered by this Agreement, without the express written consent of the TOWN.

#### **17.0 STANDARD FOR PERFORMANCE:**

CONSULTANT will endeavor to perform its professional services with that degree of care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same discipline at the same time and location.

## **18.0 OPINIONS OF COST:**

The CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or other competitive bidding or market conditions, and its opinions of probable project or construction costs (Engineer's Estimates) are to be made on the basis of its experience and qualifications and represents its judgment as an experienced and qualified Professional Engineer, familiar with the construction industry. However, the CONSULTANT cannot and does not guarantee that proposals, bids, or actual project or construction costs will not vary from the opinions of probable costs prepared by it.

## **19.0 CONSTRUCTION AND SAFETY:**

The CONSULTANT shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incidental to the work of contractors. It is the intent that the construction contractors will be held responsible for means and methods of construction and all safety issues.

## **20.0 SUBMITTAL REVIEW:**

Review of proposed contractor substitutions of materials and equipment by CONSULTANT is only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. The review does not affect the contractor's responsibility to perform all contract requirements.

## **21.0 OWNERSHIP AND REUSE OF DOCUMENTS:**

The originals of all documents, including drawings and specifications prepared by CONSULTANT pursuant to this Agreement, shall remain the property of the CONSULTANT and are instruments of service in respect of the Project. The CONSULTANT shall provide the TOWN with reproducible copies of all documents, drawings, specifications, and other work products that shall be the property of the TOWN. Such documents, drawings, and specifications are not intended nor represented by the CONSULTANT to be suitable for reuse by the TOWN or others on extensions of the services provided for the intended project or on any other project without the express written consent of the CONSULTANT. Any unauthorized reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the TOWN's sole risk and without liability or legal exposure to the CONSULTANT, and the TOWN shall indemnify and hold harmless the CONSULTANT from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

The above provisions also apply to electronic media files. The CONSULTANT shall provide the TOWN with "ASCII" and/or "AutoCAD drawing (dwg)" files of work performed for and paid for by the TOWN at the request of the TOWN, with the following provisions:

- 21.1 The documents are protected by the rules and regulations of U.S. Copyright Laws.
- 21.2 The use or reuse of original or altered electronic files by the TOWN or others the TOWN has released these files to, will be at the TOWN's own risk and liability.
- 21.3 The CONSULTANT shall be indemnified and held harmless by the TOWN, to the fullest extent of the law from any and all claims, suit, liability, demands, or costs arising out of the information contained in the files.
- 21.4 The CONSULTANT cannot guarantee the accuracy of the electronic information and, therefore, disclaims any and all responsibility for any results obtained as a result of their use.

## **22.0 TOWN-PROVIDED INFORMATION:**

The CONSULTANT is entitled to rely on all information furnished or to be furnished by the TOWN. The TOWN agrees to defend and indemnify CONSULTANT, its officers, agents, and employees from any and all claims of any kind arising out of or relating to any claims caused by an error or omissions in information provided by the TOWN which were the cause of the claim for damages and provided, further, that the CONSULTANT's reliance on such information was reasonable under the circumstances.

## **23.0 THIRD-PARTY BENEFICIARIES:**

It is recognized that the services performed by CONSULTANT are for the benefit of the TOWN and no other party. There are no third-party beneficiaries to this Agreement.

## **24.0 EXECUTIVE ORDER 11246 CLAUSE:**

- 24.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the TOWN setting forth the provisions of this nondiscrimination clause.
- 24.2 The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- 24.3 The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies and raw materials.
- 24.4 The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 24.5 The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the TOWN, and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 24.6 In the event of the CONSULTANT's noncompliance with the noncompliance provision clauses of this Agreement or with any such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 25, 1965, or as otherwise provided by law.



24.7 The CONSULTANT will include the provisions of paragraphs 24.1 through 24.7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the TOWN may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the TOWN, the CONSULTANT may request the United States to enter into such litigation to protect the interest of the United States.

**25.0 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964:**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**26.0 ACCESS TO RECORDS CLAUSE:**

The TOWN, the Washington State Department of Commerce (COMMERCE), and other authorized representatives of the state and federal governments shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to the Agreement for the purposes of making audit, examination, excerpts, and transcriptions.

The CONSULTANT agrees to maintain such records and follow such procedures as may be required under the state's Community Development Block Grant (CDBG) Program and any such procedures as the TOWN or COMMERCE may prescribe. In general, such records will include information pertaining to the Agreement, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement shall be retained by the CONSULTANT for a period of three (3) years after final audit of the TOWN's CDBG project unless a longer period is required to resolve audit findings or litigation. In such cases, the TOWN shall request a longer period of record retention.

**27.0 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED:**

No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**28.0 PUBLIC LAW 101-336, AMERICANS WITH DISABILITIES ACT OF 1990:**

Subject to the provisions of this title, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

**29.0 AGE DISCRIMINATION ACT OF 1975, AS AMENDED:**

No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

**30.0 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED:**

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds. (29 U.S.C. 794)

### **31.0 CONFLICT OF INTEREST PROVISION:**

Interest of CONSULTANT and Employees:

The CONSULTANT covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed.

### **32. SECTION 3 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968 COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES CLAUSE**

(Applies to Contracts over \$200,000)

- 32.1 The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part by persons residing in the area of the project.
- 32.2 The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability, which would prevent them from complying with these provisions.
- 32.3 The CONSULTANT will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- 32.4 The CONSULTANT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The CONSULTANT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- 32.5 Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

**33.0 INTEREST OF MEMBERS OF A TOWN:**

No member of the governing body of the TOWN and no other officer, employee, or agent of the TOWN who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the CONSULTANT shall take appropriate steps to assure compliance.

**34.0 INTEREST OF OTHER PUBLIC OFFICIALS:**

No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the CONSULTANT shall take appropriate steps to assure compliance.

**35.0 INTEREST OF CONSULTANT AND EMPLOYEES:**


The CONSULTANT covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed.

**36.0 SEVERABILITY**

If any provision of this Agreement is held to be unenforceable, all remaining provisions will continue in full force and effect. TOWN and CONSULTANT agree that they will attempt in good faith to replace any unenforceable provisions with one that is valid and enforceable, and which conforms as closely as possible with the original intent of any unenforceable provision.

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

**TOWN OF SOUTH CLE ELUM**

  
James DeVere, Mayor

ATTEST:

  
Luanne Osiadacz, Clerk/Treasurer

(SEAL)

**HLA ENGINEERING AND LAND SURVEYING, INC.**

  
Michael T. Battle, PE, President

**EXHIBIT A**

**SCHEDULE OF RATES FOR**

**HLA Engineering and Land Surveying, Inc.**

**Effective January 1, 2024, through December 31, 2024**

Senior Principal Engineer	\$263.00 per hour
Licensed Principal Engineer	\$235.00 per hour
Licensed Principal Land Surveyor	\$235.00 per hour
Licensed Professional Engineer	\$212.00 per hour
Other Licensed Professional	\$212.00 per hour
Project Engineer II	\$194.00 per hour
Construction Supervisor	\$194.00 per hour
Licensed Professional Land Surveyor	\$191.00 per hour
Project Engineer I	\$174.00 per hour
Contract Administrator III	\$159.00 per hour
Senior Resident Engineer	\$159.00 per hour
Senior Planner	\$157.00 per hour
CAD Technician	\$153.00 per hour
Engineering Technician III	\$143.00 per hour
Planner	\$143.00 per hour
Resident Engineer	\$143.00 per hour
Surveyor	\$141.00 per hour
Surveyor on Two Man Crew	\$135.00 per hour
Contract Administrator II	\$133.00 per hour
Engineering Technician II	\$123.00 per hour
Surveyor on Three Man Crew	\$118.00 per hour
Contract Administrator I	\$102.00 per hour
Engineering Technician I	\$102.00 per hour
Administrative/Clerical	\$102.00 per hour
Vehicle Mileage	Federal Rate

*Schedule of Rates may be adjusted during the term of this Agreement to the HLA Standard Hourly Rates in effect at the time.*

**EXHIBIT B**

**TASK ORDER NO. \_\_\_\_\_**

**REGARDING GENERAL AGREEMENT BETWEEN TOWN OF SOUTH CLE ELUM**

**AND**

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

**PROJECT DESCRIPTION:**

**SCOPE OF SERVICES:**

**TIME OF PERFORMANCE:**

**FEE FOR SERVICES:**

**Proposed:**

\_\_\_\_\_  
HLA Engineering and Land Surveying, Inc.  
Michael T. Battle, PE, President

\_\_\_\_\_  
Date

**Approved:**

\_\_\_\_\_  
Town of South Cle Elum  
James DeVere, Mayor

\_\_\_\_\_  
Date