



REQUEST FOR STATEMENTS OF QUALIFICATION
FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE
YTID - MAIN CANAL REPLACEMENT PROJECT

Issue Date: June 25, 2025

Issued by: Yakima-Tieton Irrigation District

Title: Request for Statement of Qualifications for Engineering Services

Project Name: Main Canal Replacement Project

Contact Person: Travis Okelberry - District Manager

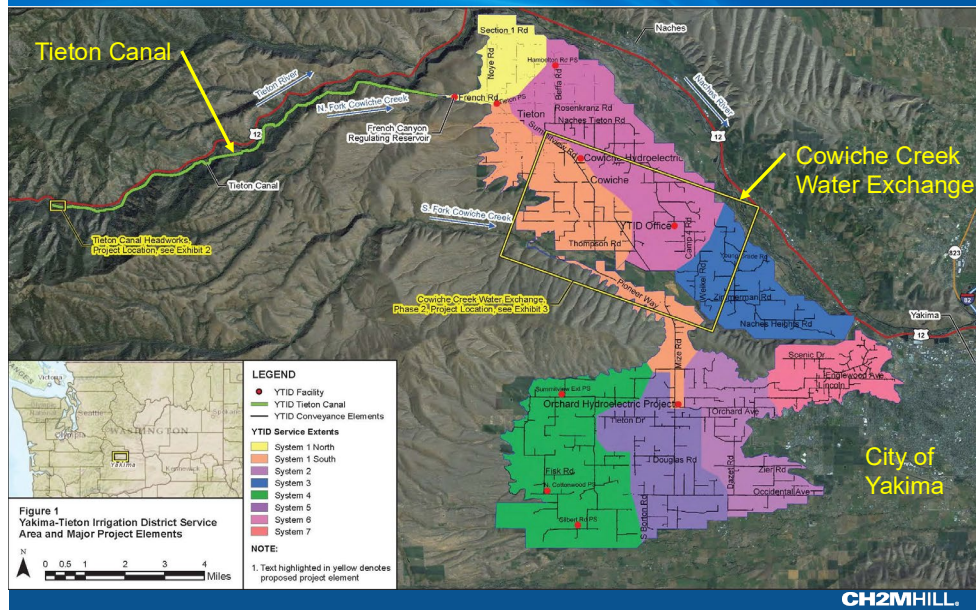
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Tieton Canal Replacement Study



Yakima-Tieton Irrigation District (District) is requesting Statements of Qualification (SOQs) to provide professional engineering services for the Main Canal Replacement Project. The purpose of this project is to provide planning, design, bidding, construction engineering, contract management, and commissioning services for the District's 12-mile-long main canal infrastructure replacement. This multi-phase construction project is estimated to take up to 16 years to complete.



1. Project Background

The YTID Main Canal was constructed between 1906 and 1909. With a maximum capacity of 347cfs, YTID began delivering water through the main canal and distribution system in 1910. The canal begins at a diversion dam located on the Tieton River, 16 miles west of Naches, WA. Approximately 7 miles below Tieton Dam and Rimrock Reservoir, the canal traverses the south side of the Tieton River Canyon. The location of the main canal is rugged, has limited access, and it's vulnerable to the forces of nature that can cause minor or major canal problems. The horseshoe-shaped precast reinforced concrete flume is 8ft wide, 12 miles long, with 9 miles of open sections and 3 miles of tunnels. Some short sections consist of pipe bridges or buried pipe.

The canal is a vital asset to the Yakima Valley, supporting up to \$700 million in annual crop revenue and thousands of agricultural jobs. In addition to agriculture, the canal provides residential water supply and public safety fire suppression water to west Yakima, Tieton, and Cowiche. This water delivery is essential, and the existing canal cannot be interrupted during the irrigation season between the months of March – mid October.

In the summer of 2024, a wildfire burned most of the canal alignment and the watershed feeding YTID's regulating reservoir at French Canyon Dam. The canal was severely damaged by intense heat, fallen trees and rolling rocks. The hillside near the canal is unstable. The canal's integrity was compromised by the heat, and the infrastructure is now vulnerable to failure due to the post fire conditions, making long-term reliable water delivery a critical concern. The District is looking to repair and replace the canal to restore its original service capacity of 347cfs and extend the life of this critical asset for future generations.



2. Additional Information – available upon request

- a. General location map.
- b. Partial original canal design drawings (Reclamation, 1906)
- c. Canal enlargement concepts (Reclamation, 1915)
- d. Construction Drawings, Emergency Protection Measures for the Yakima-Tieton Irrigation District, Pipe Bridges, Culverts, and Buried Pipe Installation (CH2M HILL, October 1980)
- e. Construction Drawings, Emergency Protection Measures for the Yakima-Tieton Irrigation District, Pipe Bridges, Culverts, and Buried Pipe Installation, Contract #2 (CH2M HILL, August 1981)
- f. Alternatives Study, Yakima-Tieton Irrigation District Main Canal Rehabilitation and Cowiche Creek Water Exchange (CH2M HILL, October 2013)
- g. Final Technical Memorandum, Tieton Canal Replacement Project, Task Order 09 - Baseline Alternative (CH2M HILL, September 2017)
- h. Tieton Canal Replacement Project, Draft Gravity Tunnel Appraisal Study (Jacobs, February 2022)
- i. Tieton River Fisheries Enhancement and Water Reliability Appraisal Study (Jacobs, January 2024)

(Google Drive Link) https://drive.google.com/drive/folders/14_uQKmhCL-DJF03SEt2PWfa-iTG3D0Kx?usp=drive_link

3. Scope of Work

Following a 10-year appraisal study, the YTID Board of Directors has selected a gravity solution as the district's preferred alternative to replace the canal. This includes using precast concrete box culverts along the existing alignment, in addition to some sections of buried pipe, pipe inserts, and pipe bridges where necessary.

This is a large-scale, multi-year project, estimated to be between \$80 million and \$239 million (contingent upon available funding), and could take up to 16 years to complete.

The Consultant shall ensure that the following tasks are performed and shall perform any related work necessary to accomplish the tasks outlined herein. The professional engineering services provided as part of this request for statements of qualification shall, at a minimum, provide the following:

3.1 Engineering Design

Objectives: Engineering Design to be completed. YTID is considering a CMGC project delivery. Consultant would be expected to work collaboratively with the CMGC contractor on advancing designs and through construction.

Activities: Specific work to be completed under this task includes:

Task 3.1.1 Consultant to participate in project kickoff, 30%, 60%, 90% and 100% design review meetings. Review meetings to include District staff and other participating parties involved.

Task 3.1.2 Provide design, details, and specifications of the following

1. Preliminary design for the entire 12-mile canal, and final design using box culvert for the upper 4.8 miles. Phases consisting of 3,000 to 4,000 lineal feet per year, minimum.
2. Confirm design conformity to previous phases and the final canal elevation.
3. Canal capacity is currently approximately 340 cfs and the final design should accommodate 347 cfs.

Task 3.1.3 Consultant will coordinate with support service providers such as: surveyors, drillers, material suppliers, helicopter contractor, and assist the district in obtaining competitive quotes.

Task 3.1.4 Provide engineer recommendation for contractor selection and an engineering opinion of probable cost for contractor services.

3.2 Construction Management

Objective: Provide construction management with the assistance of District staff.

Activities: Specific work to be completed under this task includes:

Task 3.2.1 Consultant shall offer support to District staff to ensure that the project is being constructed according to plans, review of RFIs, and specifications.

Task 3.2.2 Engineering services needed during construction are as follows:

1. Weekly progress meetings for an assumed 4-month construction period.
2. Monthly pay applications (3-4).
3. Change Orders, Work Change Directives and Requests for Information.
4. Onsite supplemental inspections (approximately 20 hrs./week) Reduced hours at the beginning and end of the project.

Task 3.2.3 Project Documentation: Prepare record drawings following completion of construction.

3.3 Environmental Permitting

Objective: Consultant will work with the District, landowners, and regulatory agencies to secure all necessary permits and should include all construction activities, access roads, and staging areas.

Activities: Specific work to be completed under this task includes:

Task 3.3.1 Develop environmental compliance work plan: Schedule and coordinate with various stakeholders, landowners, CMGC contractor and the District to identify all pertinent documentation and permits.

Task 3.3.2 Documentation preparation and submittals. In accordance with proper construction schedule and sequence.

Environmental documentation may include, but is not limited to:

- NEPA/SEPA
- Section 106
- WDFW - HPA
- USACE - 404 permit, Including: Wetlands Delineation
- Yakima County – Shoreline Use Permit
- Ecology - Water Quality Permits

4. Schedule

- RSOQ Release Date: June 25, 2025
- Non-mandatory Site Tour: July 8, 2025 (8:00am to 12:00pm)
- SOQ Submission Deadline: July 21, 2025 (4:00pm)
- Notification of Selected Candidates for Interviews: July 25, 2025
- In-person Interviews with YTID Board of Directors: August 19, 2025
- Final Selection - Notification of Selected Consultant: August 22, 2025
- Project Start Date: upon signed agreement

5. Requests for Statements of Qualifications

General Procurement

This qualification process will be used to rank engineers based on their responses to the requested selection criteria upon which the District will enter into fee negotiations with the highest ranked engineer, as detailed in RCW chapters 87.03 and 39.80.

No Pricing or cost components shall be provided during the qualification process. However, proposers shall have pricing ready to submit to the District within 24 hours of notification.

Billing Rates

Billing rates for key project staff will be requested by the engineering firm receiving the highest score. The billing rate schedule will be due 24 hours after it is requested by the District. Billing rates shall be effective for a period of two years after signed agreement. Consultant may increase billing rate after two years not to exceed 3.0 times raw hourly salaries, upon written agreement from the District. If the procurement officer is unable to agree to a fair and reasonable contract with the highest scoring firm, the procurement officer shall formally terminate discussions with that firm, and undertake discussions with the second highest scoring, qualified firm. For additional information, see RCW 39.80.040.

Project Administration

Communications and/or questions regarding the RSOQ document shall be directed via e-mail to:

Yakima-Tieton Irrigation District
Attention: Travis Okelberry
Phone: 509-678-4101
E-mail: okelberry@ytid.net

Information requests and questions must be submitted via e-mail and received by the District by no later than July 14, 2025 at 4:00 pm. Responses to questions or any other information, which in the sole judgment of the District may be of value to all interested parties, will be posted in the Public Notices section of the District's website at the location where this RSOQ can be downloaded. Verbal questions will be accepted only as a means of assisting in clarifying a written question before submittal.

Statements of Qualification

SOQs should be prepared simply and provide a straightforward and concise description of the person's or entity's ability to perform the required services. Emphasis should be on

completeness, clarity of content, responsiveness to the requirements, and an understanding of the District's needs.

SOQs shall include a cover letter that is to include the Consultant's contact information, including name, address, telephone number, and e-mail address of the principal that will be in charge of the work. SOQs may include up to twenty-five (25) single sided pages (excluding cover letter), and shall have minimum 1" margins and 11-point font. Up to two (2) of the total pages may be 11" x 17" for inclusion of charts, drawings, graphics, etc. All remaining pages shall be 8 ½" x 11". The SOQs may also include, as an appendix, the current resumes of significant team members, which shall be limited to two pages each and exclusive of the total maximum page requirement. The project forms included as Attachments A, B, and C will not be included in the page count.

SOQs that have been submitted to the District may be modified in writing at any time before the due date and time. Any modifications must be signed by the person or officer of the entity that is authorized to do so.

Submission of SOQs

All SOQs must be submitted with the firm's name and address. The submitted SOQ must include the name, title, address, and telephone number of individuals with authority to negotiate and contractually bind the company and also who may be contacted during the period of SOQ evaluation.

One (1) electronic (PDF) copy and (5) hard copies of the SOQ shall be submitted to the Project Administrator (above) by the date and time stated. Statements received after this deadline will NOT be considered.

6. SOQ Content

Submitted SOQs will be reviewed for responsiveness and then evaluated according to criteria published in the RSOQ.

Only one SOQ from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the District that any Respondent is interested in more than one Final SOQ for work contemplated, then all Final SOQs in which such Respondent is interested will be rejected.

The SOQ must demonstrate experience, technical capabilities, and understanding of the project. Submittals must contain the following information:

Cover Letter (not counted in page limit)

- Introduce the firm and express interest in the project
- Identify the primary point of contact

Project Team and Key Personnel

Provide a general description of the Firm that is proposing to provide the Professional Engineering services. Explain the organization of the Firm. Provide an organizational chart(s) showing Proposer's personnel. List all major sub-consultants that will be part of the project team. Complete the forms included in Attachment A for the key personnel identified.

- Personnel's expertise and experience in canal and concrete work targeted towards canal work, lining and replacement projects.
- Describe Proposer's overall project team organization for the Project. Specify project leadership and reporting responsibilities and anticipated interaction with the District's personnel.
- Identify the project manager, and management staff and their location, including managers, other supervisors, and specialists, who would be assigned to the Project.
- Identify all key personnel for the proposed Project team. For each key person identified, list their length of time with the Proposer and comparable projects in which they have played a primary role. Include the specific staff members of any sub-consulting firms that are proposed to be assigned to this Project.
- Project Manager and other staff listed in the SOQ shall be the Project Manager and staff on the Project and will not be replaced without discussion and written consent of the District, which retains the right to approve or reject replacements. This requirement will be placed into the Contract.

Project Understanding and Approach

- Demonstrate understanding of the YTID Main Canal Replacement Project.
- Describe the proposed approach to design, permitting, stakeholder coordination, and construction support.

Project Experience

The Proposer shall identify at least three (3) comparable canal, irrigation, or water infrastructure projects in which the proposer provided similar Professional Engineering services. For each project, provide the following information on the forms included as Attachment B to this RSOQ:

- Name and description of the project;

- Role of the Proposer on the project. Identify the percent of self-performed work.
- Discuss the relevance and similarity of the project compared to the services being requested in this RSOQ for Professional Engineering Services.
- Project date and project owner with reference and contact information.

Supplemental Information

Include any other supplemental information that the proposer believes is relevant and of value to the District in evaluating the SOQ, but which is not otherwise asked for in this Request for Statements of Qualification.

7. Selection Criteria

In selecting the successful candidate, the Owner will consider only those Consultants that have demonstrated competence and qualifications substantial for the completion of the proposed Scope of Work identified in this document. The District will place added emphasis on SOQs that demonstrate the firm's competency as it relates to the following areas:

- **Project Understanding and Approach:** The proposal should demonstrate a clear understanding of the Yakima-Tieton Irrigation District's goals, constraints, and priorities for the Main Canal Replacement Project. It should outline a thoughtful and feasible approach to design, stakeholder coordination, and risk mitigation, including strategies for addressing potential challenges such as permitting, water delivery, and geotechnical conditions. Proposals that incorporate innovative or value-added solutions to improve outcomes or reduce costs will be rated more favorably. A logical sequence of tasks and alignment with the project schedule is expected.
- **Completion of Similar Project Experience:** The Engineer shall provide a list of similar projects (within the last 10 years) that detail the firm's competence in the completion of similar work.
- **Project Team:** List key members of the project team, their role and why they have been chosen to be included for this project. Include their prior experience on similar projects and experience in working with other team members on projects. These individuals must be committed to the entirety of the project or as agreed upon by both parties.

Criteria	Points
1. Project Understanding and Approach	25
2. Firm Qualifications and Experience	25
3. Key Personnel Qualifications and Experience	20
4. Project Management and Schedule	15
5. References	10
6. Quality and Responsiveness of Proposal	5
Total	100

DO NOT submit pricing information with the SOQ.

8. Oral Presentation

The District, at its discretion, may require an oral presentation and interview by all, or selected candidates or firms submitting an SOQ. Interviews will be conducted in person at the District office. Interviews will be limited to 60 minutes with 40 minutes for Responder presentations and 20 minutes for District Q&A, and will be conducted in accordance with RCW 39.80.040.

9. Compliance with Washington Procurement Rules

The District intends to follow all pertinent provisions of RCW 87.03 and 39.80, for all parts of this procurement of professional services and contracting.

10. Other Information

Engineering Services Agreement

The Engineering Services Agreement that the District intends to use can be found in Attachment C. The engineering firm shall comment on the acceptability of the Agreement in the SOQ. Any requested changes to the Agreement will not be considered after the SOQ submission date.

General Requirements

The Consultant shall submit all documents such as files, preliminary drawings, reports, calculations, specifications, presentation materials, contracts, etc., related to this project at the conclusion of design work associated with the project for review and approval by the District. Provide engineer estimates with all recommendations.

Owner's Rights Reserved

The Owner reserves the right to request a Consultant to clarify any part of their statement. Response(s) to such requests must be made in writing and will become part of the SOQ. Unsolicited supplementary information and materials received after the deadline will not be considered in the evaluation.

The sole purpose of the qualification process is to select those Consultants that the Owner deems to be competent, qualified, and capable of completing the work at a fair and reasonable price. Information contained in the SOQ will be considered confidential, and reasonable precautions will be taken to ensure the security of the documents. However, information submitted in response to this RSOQ is governed by RCW 42.56 – Washington Public Records Act (PRA), see the Protected Information section. All statements will become the property of the Owner and will remain on file for a period of eighteen (18) months.

The Owner reserves the right to reject any or all SOQ Submittals, to waive any formality in the RSOQ, and to make selection and pre-qualify Consultants, and to modify the schedule and scope of this project as it may best serve the interests of the Owner.

Protected Information

Protection or disclosure of information submitted in response to this RSOQ are governed by RCW 42.56 – Washington Public Records Act (PRA). A responder who desires to request protected status of any information submitted in the response must specifically identify the information that the responder desires to protect and the reasons that the information should be afforded protection status under the law. In making this request, the responder

shall comply with the requirements of RCW 42.56.270, 280, and 210(1), RCW 42.56.540 and 270(1)(c), and all other applicable requirements of law. The District's decision regarding the protected status of information shall be final and binding on the responder. Each responder will indemnify, defend, and hold forever harmless the District from any and all liability relating to the disclosure of information included in the responder's response to this RSOQ, even if the responder requested protected or other confidential status for the information. Attempts to designate an entire SOQ, or substantial portions of a SOQ, as protected will not be honored. Attempts to protect information relating to cost will also not be honored.

Costs of Responding to RSOQ and Negotiations

All expenses relating to responding to this RSOQ, including, but not limited to, preparing, submitting, and presenting a proposal, attending meetings in relation to this RSOQ, discussions, and all travel, dining, lodging, and communication expenses will be borne by the responder. The District assumes no liability for any costs incurred by a responder in responding to this RSOQ.

All expenses of the successful responder relating to conducting contract negotiations, including, but not limited to, drafting, research, legal review, preparation, attending meetings, site visits, travel, dining, lodging, and communication expenses will be borne by the responder. The District assumes no liability for any costs incurred by a responder relating to contract negotiations.

Responder will not bill for any expense that was incurred prior to the time all parties sign the contract.

Reservation of Rights

The District reserves the right to reject any Statement of Qualifications (SOQ) that does not comply with the prescribed public bidding procedures and requirements. Additionally, the District may, for worthy cause and upon a finding that it is in the public interest, reject all SOQs. The District further reserves the right to accept or reject any or all portions of submitted SOQs and to waive any informalities or irregularities, at its sole discretion, when deemed to be in the best interest of the District. The District shall be the sole judge of the merits of the SOQs received.

Failure to comply with any of the requirements outlined in this RFQ may result in disqualification.

ATTACHMENT A
PROPOSED PROJECT KEY PERSONNEL

Proposed Organization Doing Business As				
Name of Individual				
Years of Experience in Proposed Position				
Years of Experience with this organization				
Number of similar projects in Proposed Position				
Number of similar projects in other positions				
Similar Project Experience				
Project Name and Description	Initial Contract Price	Final Contract Price	Contract Date	Actual Date
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
Name		Name		
Title/Position		Title/Position		
Organization		Organization		
Telephone		Telephone		
E-mail		E-mail		
Project		Project		
Candidate role on Project		Candidate role on Project		
Current Project Assignments				
Name of Assignment	Percent of Time Used for this Project	Estimated Project Completion Date		

ATTACHMENT B
STATEMENT OF PROJECT EXPERIENCE

Using the summary format included below, list and describe Proposer's history of successful completion of both similarly sized and scoped projects.

Project 1

Name of Project: _____ Location: _____

OWNER's Name and Address: _____

OWNER's Contact Person (Print): _____ Phone: ____/____

Initial Contract Price: _____ Final Contract Price: _____

Contract Start Date: _____ (Date of Notice to Proceed)

Contract Time: _____ () Calendar Days () Working Days

Contract Substantial Completion Date: _____

Actual Substantial Completion Date: _____

If contract completion time extensions were added to the contract as a result of PROPOSER's responsibilities, provide a brief explanation of each.

Project Description and Statement of Relevance to this Project:

Describe substantial benefits provide to owners, such as innovative ideas or approaches to completing the work.

STATEMENT OF EXPERIENCE (cont.)

Project 2

Name of Project: _____ Location: _____

OWNER's Name and Address: _____

OWNER's Contact Person (Print): _____ Phone: ____/____/____

Initial Contract Price: _____ Final Contract Price: _____

Contract Start Date: _____ (Date of Notice to Proceed)

Contract Time: _____ () Calendar Days () Working Days

Contract Substantial Completion Date: _____

Actual Substantial Completion Date: _____

If contract completion time extensions were added to the contract as a result of PROPOSER's responsibilities, provide a brief explanation of each.

Project Description and Statement of Relevance to this Project:

Describe substantial benefits provide to owners, such as innovative ideas or approaches to completing the work.

STATEMENT OF EXPERIENCE (cont.)

Project 3

Name of Project: _____ Location: _____

OWNER's Name and Address: _____

OWNER's Contact Person (Print): _____ Phone: ____/____/____

Initial Contract Price: _____ Final Contract Price: _____

Contract Start Date: _____ (Date of Notice to Proceed)

Contract Time: _____ () Calendar Days () Working Days

Contract Substantial Completion Date: _____

Actual Substantial Completion Date: _____

If contract completion time extensions were added to the contract as a result of PROPOSER's responsibilities, provide a brief explanation of each.

Project Description and Statement of Relevance to this Project:

Describe substantial benefits provide to owners, such as innovative ideas or approaches to completing the work.

STATEMENT OF EXPERIENCE (cont.)

Project 4

Name of Project: _____ Location: _____

OWNER's Name and Address: _____

OWNER's Contact Person (Print): _____ Phone: ____/____/____

Initial Contract Price: _____ Final Contract Price: _____

Contract Start Date: _____ (Date of Notice to Proceed)

Contract Time: _____ () Calendar Days () Working Days

Contract Substantial Completion Date: _____

Actual Substantial Completion Date: _____

If contract completion time extensions were added to the contract as a result of PROPOSER's responsibilities, provide a brief explanation of each.

Project Description and Statement of Relevance to this Project:

Describe substantial benefits provide to owners, such as innovative ideas or approaches to completing the work.

STATEMENT OF EXPERIENCE (cont.)

Project 5

Name of Project: _____ Location: _____

OWNER's Name and Address: _____

OWNER's Contact Person (Print): _____ Phone: ____ / ____

Initial Contract Price: _____ Final Contract Price: _____

Contract Start Date: _____ (Date of Notice to Proceed)

Contract Time: _____ () Calendar Days () Working Days

Contract Substantial Completion Date: _____

Actual Substantial Completion Date: _____

If contract completion time extensions were added to the contract as a result of PROPOSER's responsibilities, provide a brief explanation of each.

Project Description and Statement of Relevance to this Project:

Describe substantial benefits provide to owners, such as innovative ideas or approaches to completing the work.

ATTACHMENT C ENGINEERING SERVICES AGREEMENT

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT is between _____ (“ENGINEER”), and

Yakima-Tieton Irrigation District _____ (“OWNER”)

for a PROJECT generally described as:

Main Canal Replacement - designs, and construction phase services

ARTICLE 1. SCOPE OF SERVICES

ENGINEER will perform the Scope of Services set forth in one or more Task Orders requested by OWNER. Task orders will be negotiated separately and referenced to this Agreement.

ARTICLE 2. COMPENSATION

OWNER will compensate ENGINEER as set forth in the individual Task Orders and the annually updated billing rates provided in Attachment A. Work performed under this AGREEMENT may be performed using labor from affiliated companies of ENGINEER. Such labor will be billed to OWNER under the same billing terms applicable to ENGINEER’s employees.

ARTICLE 3. TERMS OF PAYMENT

OWNER will pay ENGINEER as follows:

3.1 Invoices and Time of Payment

ENGINEER will issue monthly invoices for each Task Order. Invoices received by the 5th of the month are due and payable within 30 days of receipt. Invoices received after the 5th of the month are due and payable within 45 days of receipt.

3.2 Interest

3.2.1 OWNER will be charged interest at the rate of 1/2% per month, or that permitted by law if lesser, on all past-due amounts starting 60 days after receipt of invoice. Payments will first be credited to interest and then to principal.

3.2.2 In the event of a disputed billing, only the disputed portion will be withheld from payment, and OWNER shall pay the undisputed portion. OWNER will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue in any disputed portion of the billing until mutually resolved.

3.2.3 If OWNER fails to make payment in full within 30 days of the date due to any undisputed billing, ENGINEER may, after giving 7 days' written notice to OWNER, suspend services under this AGREEMENT until paid in full, including interest. In the event of suspension of services, ENGINEER will have no liability to OWNER for delays or damages caused by OWNER because of such suspension.

ARTICLE 4. OBLIGATIONS OF ENGINEER

4.1 Standard of Care

The standard of care applicable to ENGINEER's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed. ENGINEER will reperform any services not meeting this standard without additional compensation.

4.2 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of ENGINEER.

4.3 ENGINEER's Personnel at Construction Site

4.3.1 The presence or duties of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, do not make ENGINEER or ENGINEER's personnel in any way responsible for those duties that belong to OWNER and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

4.3.2 ENGINEER and ENGINEER's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except ENGINEER's own personnel.

4.3.3 The presence of ENGINEER's personnel at a construction site is for the purpose of providing to OWNER a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

For this AGREEMENT only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

4.4 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, ENGINEER makes no warranty that OWNER's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections, or estimates.

If OWNER wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, OWNER will employ an independent cost estimator, contractor, or other appropriate advisor.

4.5 Construction Progress Payments

Recommendations by ENGINEER to OWNER for periodic construction progress payments to the construction contractor(s) will be based on ENGINEER's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to OWNER free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between OWNER and the construction contractors that affect the amount that should be paid.

4.6 Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

4.7 Access to ENGINEER's Accounting Records

ENGINEER will maintain accounting records, in accordance with generally accepted accounting principles. These records will be available to OWNER during ENGINEER's normal business hours for a period of 1 year after ENGINEER's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. OWNER may only audit accounting records applicable to a cost-reimbursable type compensation.

4.8 ENGINEER's Insurance

ENGINEER will maintain throughout this AGREEMENT the following insurance:

- (a) Worker's compensation and employer's liability insurance as required by the state where the work is performed.
- (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of ENGINEER or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.
- (e) OWNER will be named as an additional insured with respect to ENGINEER's liabilities hereunder in insurance coverages identified in items (b) and (c) and ENGINEER waives subrogation against OWNER as to said policies.

ARTICLE 5. OBLIGATIONS OF OWNER

5.1 OWNER-Furnished Data

OWNER will provide to ENGINEER all data in OWNER's possession relating to ENGINEER's services on the PROJECT. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER.

5.2 Access to Facilities and Property

OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its services and will provide labor and safety equipment as required by ENGINEER for such access. OWNER will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines, and other components of OWNER's facilities as may be required in connection with ENGINEER's services.

5.3 Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ENGINEER's services or PROJECT construction.

5.4 Timely Review

OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as OWNER deems appropriate; and render in writing decisions required by OWNER in a timely manner.

5.5 Prompt Notice

OWNER will give prompt written notice to ENGINEER whenever OWNER observes or becomes aware of any development that affects the scope or timing of ENGINEER's Services, or of any defect in the work of ENGINEER or construction contractors.

5.6 Asbestos or Hazardous Substances

- 5.6.1 If asbestos or hazardous substances in any form are encountered or suspected, ENGINEER will stop its own

work in the affected portions of the PROJECT to permit testing and evaluation.

5.6.2 If asbestos is suspected, ENGINEER will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.

5.6.3 If hazardous substances other than asbestos are suspected, ENGINEER will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated.

5.6.4 Client recognizes that [REDACTED] assumes no risk and/or liability for a waste or hazardous waste site originated by other than [REDACTED].

5.7 Contractor Indemnification and Claims

5.7.1 OWNER agrees to include in all construction contracts the provisions of Article 4.3, ENGINEER's Personnel at Construction Site, and provisions providing contractor indemnification of OWNER and ENGINEER for contractor's negligence.

5.7.2 OWNER shall require construction contractor(s) to name OWNER and ENGINEER as additional insureds on the contractor's general liability insurance policy.

5.7.3 OWNER agrees to include the following clause in all contracts with construction contractors, and equipment or materials suppliers:

"Contractors, subcontractors, and equipment and material suppliers on the PROJECT, or their sureties, shall maintain no direct action against ENGINEER, ENGINEER's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the engineering services performed. OWNER will be the only beneficiary of any undertaking by ENGINEER."

5.8 OWNER's Insurance

5.8.1 OWNER will maintain property insurance on all pre-existing pump stations and hydroelectric facilities associated in any way with the PROJECT.

5.8.2 OWNER will provide for a waiver of subrogation as to all OWNER-carried property damage insurance, during construction and thereafter, in favor of ENGINEER, ENGINEER's officers, employees, affiliates, and subcontractors.

5.8.3 OWNER will provide (or have the construction contractor(s) provide) a Builders Risk All Risk insurance policy for the full replacement value of all PROJECT work including the value of all onsite OWNER-furnished equipment and/or materials associated with ENGINEER's services. Such policy will include coverage for loss due to defects in materials and workmanship and errors in design, and will provide a waiver of subrogation as to ENGINEER and the construction contractor(s) (or OWNER), and their respective officers, employees, agents, affiliates, and subcontractors. OWNER will provide ENGINEER a copy of such policy.

5.9 Litigation Assistance

The Scope of Services does not include costs of ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by OWNER. All such Services required or requested of ENGINEER by OWNER, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed.

5.10 Changes

OWNER may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

ARTICLE 6. GENERAL LEGAL PROVISIONS

6.1 Authorization to Proceed

Execution of this AGREEMENT by OWNER will be authorization for ENGINEER to proceed with the work, unless otherwise provided for in this AGREEMENT.

6.2 Reuse of PROJECT Documents

All reports, drawings, specifications, documents, and other deliverables of ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. OWNER agrees to indemnify ENGINEER and ENGINEER's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of

or related to the unauthorized reuse, change or alteration of these PROJECT documents.

6.3 Force Majeure

ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of ENGINEER. In any such event, ENGINEER'S contract price and schedule shall be equitably adjusted.

6.4 Limitation of Liability

6.4.1 To the maximum extent enforceable by law, ENGINEER's liability for OWNER's damages will not, in the aggregate, exceed \$2,000,000.

6.4.2 This article takes precedence over any conflicting article of this AGREEMENT, or any document incorporated into it or referenced by it.

6.4.3 This limitation of liability will apply whether ENGINEER's liability arises under breach of contract or warranty; tort; including negligence; strict liability; statutory liability; or any other cause of action, and shall include ENGINEER's officers, affiliated corporations, employees, and subcontractors.

6.5 Termination

6.5.1 This AGREEMENT may be terminated for convenience on 30 days' written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter.

6.5.2 On termination, ENGINEER will be paid for all authorized services performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

6.6 Suspension, Delay, or Interruption of Work

OWNER may suspend, delay, or interrupt the Services of ENGINEER for the convenience of OWNER. In such event, ENGINEER's contract price and schedule shall be equitably adjusted.

6.7 No Third-Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than OWNER and ENGINEER and has no third-party beneficiaries.

6.8 Indemnification

6.8.1 ENGINEER agrees to indemnify OWNER for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of ENGINEER, ENGINEER's employees, affiliated corporations, and subcontractors in connection with the PROJECT.

6.8.2 OWNER agrees to indemnify ENGINEER from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of OWNER, or its employees or contractors in connection with the PROJECT.

6.9 Assignment

This is a bilateral personal Services AGREEMENT. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

6.10 Consequential Damages

To the maximum extent permitted by law, ENGINEER and ENGINEER's affiliated corporations, officers, employees, and subcontractors shall not be liable for OWNER's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect ENGINEER against indirect liability or third-party proceedings, OWNER will indemnify ENGINEER for any such damages.

6.11 Not Used

6.12 Jurisdiction

The substantive law of the state of the PROJECT site shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

6.13 Severability and Survival

6.13.1 If any of the Provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

6.13.2 Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

6.14 Materials and Samples

Any items, substances, materials, or samples removed from the PROJECT site for testing, analysis, or other evaluation will be returned to the PROJECT site within 60 days of PROJECT close-out unless agreed to otherwise. OWNER recognizes and agrees that ENGINEER is acting as a bailee and at no time assumes title to said items, substances, materials, or samples.

6.15 Engineer's Deliverables

Engineer's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by ENGINEER are for OWNER or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

6.16 Dispute Resolution

The parties will use their best efforts to resolve any dispute amicably, including use of alternative dispute resolution options.

6.17 Ownership of Work Product and Inventions

All of the work product of the ENGINEER in executing this PROJECT shall remain the property of ENGINEER. OWNER shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of, the PROJECT shall remain the property of the ENGINEER.

ARTICLE 7. ATTACHMENTS, SCHEDULES, AND SIGNATURES

This AGREEMENT, including its attachments and schedules, 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 attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A-- [REDACTED] Hourly Billing Rates

IN WITNESS WHEREOF, the parties execute below:

For OWNER, Yakima-Tieton Irrigation District

Dated this _____ day of _____, 2025

Signature _____

Name (printed) _____

Title _____

For ENGINEER, [REDACTED]

Dated this _____ day of _____, 2025

Signature _____

Name (printed) _____

Title _____

(Google Drive Link) https://drive.google.com/drive/folders/14_uQKmhCL-DJF03SEt2PWfa-iTG3D0Kx?usp=drive_link