



CHELAN COUNTY COMMISSIONERS PROPOSED MEETING AGENDA

Meeting Dates & Time:

Monday, October 5, 2026 – 9:00 A.M

Tuesday, October 6, 2026 – 9:00 A.M.

*Location: Chelan County Administration Building, 400 Douglas St.
Wenatchee, WA 98801*

Monday, October 5, 2026

9:00 A.M. Call to Order

1. Pledge of Allegiance
2. Public Comment Period
3. Employee Recognition

Laura Ortega	Assessor's Department	20 Years
Jill FitzSimmons	Commissioners	10 Years
Ryan Valaas	Prosecuting Attorney's	10 Years

Consent Agenda

1. Approval of Minutes
2. Vouchers as submitted and Listed
3. Payroll Changes:
 - a) Amanda Bixler, Clerk – Step Increase
 - b) Jerri Higgins, Public Work – New Hire
 - c) Analeydi Lopez, Juvenile – Step Increase
 - d) Chad VanLith, Juvenile – Correction Effective Date
 - e) Chandee Luft, Sheriff – Step Increase
 - f) Brenna Wyatt, Sheriff – Step Increase
 - g) Angel Guerra, Sheriff – Step Increase

Board Discussion

10:00 A.M. County Administrator Cathy Mulhall

Discussion:

1. 2027 Budget

NOTE: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting. Chelan County Commissioners' Minutes are available at www.co.chelan.wa.us on the Board of Commissioners web page.

2. Administrative Update

Action:

1. Limit Eligible Deferred Compensation Plans
2. Approve bid for Juvenile Freezer Mechanical System
3. Rescind Temporary Policy HR 26-001 regarding Operational Continuity
4. First Amendment to 2026-2028 CBA with CCSO Commissioned Supervisors

10:30 A.M. Economic Services Director Ron Cridlebaugh

Discussion:

1. 25th Annual Innovator Awards Luncheon
2. Department Update

Action:

1. Memo: Diversion Center RFP Award

11:00 A.M. Natural Resources Director Mike Kaputa

Discussion:

1. Executive Session RE: Pending Litigation
2. Other

Action:

1. Agreement with Wenatchee-Chiwawa Irrigation District for Irrigation Canal Piping Project
2. Water Lease Agreement with Miller Orchard, LLC
3. Amendment 2 to Agreement with Rocky Reach Habitat Conservation Plan Tributary Committee for Nason Creek Rivermile 12 Project
4. Contract for Personal Services with Streamline Environmental for Project Technical and Permitting Support
5. Professional Services Contract with Upper Columbia Salmon Recovery Board for Wenatchee Watershed Action Team Facilitation and Support
6. Consultant Agreement with RLR Cultural Resources for Nason Creek Kahler Creek Confluence Project Survey
7. Amendment #2 to Timberland Services Agreement with American Forest Management for Stemilt-area Forest Health Project Support
8. Amendment No. 1 with WA Department of Ecology for Lake Chelan Toxics Assessment
9. Contract Change with GeoSyntec Consultants for Icicle Work Group Leavenworth National Fish Hatchery Wellfield Enhancement and Alpine Lakes Modernization and Automation

1:00 P.M. Budget Hearing: Superior Court Judges/Law Library

NOTE: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting. Chelan County Commissioners' Minutes are available at www.co.chelan.wa.us on the Board of Commissioners web page.

1:30 P.M. Budget Hearing: Juvenile Services

2:00 P.M. Budget Hearing: Coroner

2:30 P.M. Budget Hearing: Assessor

3:00 P.M. Budget Hearing: Superior Court Clerk

3:30 P.M. Budget Hearing: Horticulture/Pest

Tuesday, October 6, 2026

9:00 A.M. Sheriff Mike Morrison

Discussion:

1. Department Update
2. Manson School District interest in implementing an SRO
3. CCSO has completed LETSCA training as of October 1, 2026

Action:

1. Oktoberfest LE Services Agreement

9:30 A.M. Public Works Director Eric Pierson

Bid Opening: Supplying Solid Sodium Gradation Road Salt

Public Hearing: Proposed Six-Year Transportation Improvement Program

Discussion:

1. Event Permit – Manson Harvest Fest
2. Open Items

Action:

1. Approve Commissioners Notice of Hearing – 2027 Annual Road Program
2. Approve Easement Agreement for a County Road Known as Lakeshore Drive – Van Slykes Plat with Wapato Investments, LLC
3. Approve Final Order - Vacation of a County Road Known as Lakeshore Drive – Van Slykes Plat by Wapato Investments, LLC
4. Approve Interlocal Agreement with Public Utility District No. 1 of Chelan County for Payment in Lieu of Franchise Compensation

NOTE: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting. Chelan County Commissioners' Minutes are available at www.co.chelan.wa.us on the Board of Commissioners web page.

5. Approve Consultant Agreement with David Evans and Associates, Inc. for Binder and Tigner Road Improvement Project, County Road Project 685 (CRP 685)
6. Approve Supplement No. 2 to 2024-04 with Thomas, Dean, and Hoskins, Inc. for S. Lakeshore Phase 1 Project, County Road Project 743 (CRP 743)
7. Approve Resolution to Execute Property Damage Release for Damages Caused to Guardrail on Beaver Valley Road
8. Approve Property Damage Release and Settlement of Claim for Damages Caused to Guardrail on Beaver Valley Road
9. Approve the Adoption of the Six-Year Transportation Improvement Program

10:00 A.M. Flood Control Zone District Administrator Eric Pierson

10:15 A.M. Community Development Director Deanna Walter

Discussion:

1. Workshop for Docket Item #6 Titles 11, 14 (Wineries & Restaurants in Rural Areas)

11:00 A.M. Budget Hearing: Auditor

11:30 A.M. Budget Hearing: Noxious Weeds

1:00 P.M. Budget Hearing: Natural Resources

2:00 P.M. Budget Hearing: Sheriff

***** Special Meeting*****

Wednesday, October 7, 2026

2:00 P.M. Budget Hearing: Flood Control

2:30 P.M. Budget Hearing: Public Works

NOTE: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting. Chelan County Commissioners' Minutes are available at www.co.chelan.wa.us on the Board of Commissioners web page.

Upcoming External Commissioners' Meetings & Conferences

October 5, 2026

12:00 P.M. WSAC Virtual Assembly | Commissioners Smith & Overbay

October 7, 2026

9:00 A.M. Regional Cybersecurity Workforce | Commissioner Overbay

6:00 P.M. District 1 Commissioner Fall Community Meeting | Commissioner Overbay

October 8, 2026

9:00 A.M. Chelan-Douglas Transportation Council | Commissioner Overbay

12:00 P.M. MRSC Executive Committee Meeting | Commissioner Overbay

12:30 P.M. IPID Conservation Plan Meeting | Commissioner Smith

1:30 P.M. Aging & Adult Care Meeting | Commissioner Overbay

5:15 P.M. City of Wenatchee Council Meeting | Commissioner Smith

7:00 P.M. Chelan Co. Fair Board | Commissioner Smith

October 9, 2026

10:00 A.M. Link Transit 2027 Draft Budget Review | Commissioner Smith

NOTE: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting. Chelan County Commissioners' Minutes are available at www.co.chelan.wa.us on the Board of Commissioners web page.

OCTOBER 05, 2026
9:00 A.M.
Consent Agenda

- 1) Approval of Minutes
- 2) Vouchers as submitted and listed
- 3) Payroll Changes:
 - a) Amanda Bixler, Clerk – Step Increase
 - b) Jerrid Higgins, Public Work – New Hire
 - c) Analeydi Lopez, Juvenile – Step Increase
 - d) Chad VanLith, Juvenile – Correction Effective Date
 - e) Chandee Luft, Sheriff – Step Increase
 - f) Brenna Wyatt, Sheriff – Step Increase
 - g) Angel Guerra, Sheriff – Step Increase



CHELAN COUNTY COMMISSIONERS MEETING MINUTES

Meeting Dates & Time:

Monday, September 28, 2026 – 9:00 A.M

Location: Chelan County Administration Building, 400 Douglas St.

Wenatchee, WA 98801

Monday, September 28, 2026

9:00 A.M. Call to Order

Chairman Smith called the meeting to order. The Pledge of Allegiance was recited.

Attendance:

Present for the session were Chairman Smith, Commissioner Hawkins, County Administrator Cathy Mulhall, Clerk of the Board Anabel Torres, and Deputy Clerk of the Board Ana Arroyo.

Commissioner Overbay, was excused.

Public Comment Period:

Chairman Smith Open the public comment. Public Comment was received as follows.

- Tammy Donaghue

9:05:43 A.M. Consent Agenda

Upon motion by Commissioner Hawkins and seconded by Chariman Smith, the Board of County Commissioners approved the Consent Agenda as presented. Motion carried unanimously.

- | | |
|--|-----------------|
| 1. Approval of Minutes | 20260928-MIN-1 |
| 2. Vouchers as submitted and Listed | 20260928-BGD-1 |
| 3. Refund Request – PL 26-202 | 20260928-RFND-1 |
| 4. Payroll Changes: | 20260928-PCN-1 |
| a) Briar Applebury, Facilities Maintenance – Step Increase | |
| b) James Barnhardt, Public Works (Leavenworth) – New Hire | |
| c) Oscar Castillo, Public Works (cashmere) – New Hire | |
| d) Kara Young, Regional Justice Center – Resignation | |

- e) Amber Murillo-Vera, Economic Services – Step Increase
 - f) Sidney McLaughlin, Prosecuting Attorney – Step Increase
 - g) Julio Garibay, Juvenile Detention – New Hire
 - h) Devin Poulson, Prosecuting Attorney – Resignation
 - i) Gabriel P. Martin, Juvenile Detention – New Hire
5. Approve Community Development Block Grant Contract Close Out Report
20260928-GRT-1
 6. Amendment to Grant Agreement with Washington Recreation and Conservation Office for Sand Creek Culvert Replacement Project
20260928-AGR-1
 7. Grant Agreement with Federal Railroad Administration for Malaga Waterfront Park Grade Crossing Improvements
20260928-AGR-2
 8. Contract for Services with Blue Pine Fuels for Coulter Creek Fuel Break Pile Burning Project
20260928-AGR-3
 9. Funding Agreement with Grant County PUD Priest Rapids Habitat Committee for Lower Chiwawa River Restoration Project
20260928-AGR-4
 10. Amendment to Grant Agreement with Washington Recreation and Conservation Office for Mission Creek Fish Barrier Removal Design
20260928-AGR-5
 11. Contract Change with Aspect Consulting for Mission Creek Fish Barrier Removal Design
20260928-AGR-6
 12. Contract Change with Geosyntec Consulting for Sand Creek and East Fork Mission Creek Culvert Replacements
20260928-AGR-7
 13. Subaward Agreement with Holden Village for Structure Skirting Project
20260928-AGR-8

9:05:47 A.M. Board Discussion

- LTAC Framework Recommendations

9:15:24 A.M. Executive Session: Potential Litigation with PA Robert Sealby

Upon motion by Commissioner Hawkins and seconded by Chairman Smith, the Board entered into a 5-minute Executive Session pursuant to RCW 42.30.110(1)(i), for the purpose of discussing matters of litigation or legal risk with legal counsel.

The Executive Session was extended by 3 minutes. -The public was notified.

9:23:45 A.M. The Board returned to regular session. No action was taken.

9:24:11 A.M. Executive Session: Litigation with PA Robert Sealby

Upon motion by Commissioner Hawkins and seconded by Chairman Smith, the Board entered into a 15- minute Executive Session pursuant to RCW 42.30.110(1)(i), for the purpose of discussing matters of litigation or legal risk with legal counsel.

9:42:31 A.M. The Board returned to regular session. No action was taken.

The Executive Session was extended by 4 minutes. -The public was notified

9:43:10 A.M. Recessed

10:01:00 A.M. The Board returned to regular session

10:01:13 A.M. County Administrator Cathy Mulhall

10:02:00 A.M. Public Hearing RE: Debatable Emergency and Supplemental Appropriations – Various Funds.

Chairman Smith opened the public hearing. Members of the public participated via Zoom and in chambers. No public comment was received at the time.

Chairman Smith closed the public testimony period and the public hearing.

10:11:20 A.M. Action:

Upon motion by Commissioner Hawkins and seconded by Chairman Smith, the Board of County Commissioners approved the action items as presented. Motion carried unanimously.

1. Resolution #2026-84 RE: Debatable Emergency and Supplemental Appropriation

- Facilities Maintenance \$444,588
- Sheriff \$9,978
- Tort Claims/Insurance Admin \$300,000

10:12:40 A.M. Adjourned

The Board of County Commissioners adjourned until Monday, October 5, 2026, at 9:00 A.M.

Weekly Voucher Approval for Payment

<i>Current Expense</i>	\$120,665.98
<i>Other Funds</i>	\$425,631.13
<i>Total all Funds</i>	\$546,297.11



Employee Payroll Change Notice

EFFECTIVE DATE: 09/01/2026

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005714 (leave blank if new employee)

Name Amanda Bixler

Department County Clerk

Position Title Legal Clerk

Pay Grade PW 7 Pay Step 6

Status FT Union CrthseBarg
(full time, part time, temp)

Account Number 010.040.51230.11.209 (required)

REASON FOR CHANGE

- ☐ New Hire*
☐ Promotion
☒ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

STEP SCHEDULE (New Emp)

Step 2: _____

Step 3: _____

Step 4: _____

Step 5: _____

Step 6: 09/01/2026

Step 7: 09/01/2028

Step 8: 09/01/2030

SIGNATURES

Department Authorization Matt D Young

Date 09/25/2026

Human Resources Review Belen Barahona

Date 09-28-2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 10/5/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # _____ (leave blank if new employee)

Name Jerrid Higgins

Department Public Works - Solid Waste Planning

Position Title Solid Waste Manager

Pay Grade PW26 Pay Step 3

Status Full-Time Regular Union Non-Bargaining
(full time, part time, temp)

Account Number 103.001.53790.10.000 (required)

REASON FOR CHANGE

- ☒ New Hire*
☐ Promotion
☐ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☐ Other _____

*Click button below to attach
copy of offer letter



COMMENTS / ADDITIONAL INFORMATION

STEP SCHEDULE

Step 2: _____

Step 3: _____

Step 4: 10/1/2027

Step 5: 10/1/2028

Step 6: 10/1/2030

Step 7: 10/1/2032

Step 8: 10/1/2034

SIGNATURES

Department Authorization _____

Date 9/25/26

Human Resources Review Belen Barahona

Date 09-28-2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 10/1/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 003980 (leave blank if new employee)
Name Analeydi Lopez
Department Juvenile Probation
Position Title Juvenile Probation Counselor
Pay Grade PW15 Pay Step 6
Status Full Time Union Courthouse
(full time, part time, temp)
Account Number 010.085.52740.11.341 (required)

REASON FOR CHANGE

- ☐ New Hire*
☐ Promotion
☒ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

\$ 6,462.19 / month
\$77,546.28 / year

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: _____
Step 6: _____
Step 7: 10/1/2028
Step 8: 10/1/2030

SIGNATURES

Department Authorization _____
Human Resources Review _____
Commissioner Approval _____

Date 9/30/2026
Date 09/30/2026
Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 9/16/2026

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 004375 (leave blank if new employee)

Name Chad VanLith

Department Juvenile Detention

Position Title Juvenile Custody Supervisor

Pay Grade NB11 Pay Step 7

Status Full Time Union N/A
(full time, part time, temp)

Account Number 010.085.52760.11.381 (required)

REASON FOR CHANGE

- ☐ New Hire*
☐ Promotion
☐ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☒ Other Correction of Effective Date

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

\$ 6,113.37 / month
\$73,360.44 / year

Correction in "Effective Date" 9/16/26

Previously approved for 10/1/26

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: _____
Step 6: _____
Step 7: _____
Step 8: 10/1/2028

SIGNATURES

Department Authorization

Date 9/29/2026

Human Resources Review

Date 09/30/2026

Commissioner Approval

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 10/01/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 006308 (leave blank if new employee)

Name Shandee Luft

Department Sheriff

Position Title Administrative Specialist IV

Pay Grade A091 Pay Step 5

Status Full Time Union Non-Commissioned Teamsters
(full time, part time, temp)

Account Number 010.145.52111.11.557 (required for new hires)

REASON FOR CHANGE

- ☐ New Hire*
☐ Promotion
☒ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Step 5
Base Monthly: \$5,188.38
Base Yearly: \$62,260.56

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: _____
Step 6: 10/01/2028
Step 7: 10/01/2030
Step 8: 10/01/2032

SIGNATURES

Department Authorization [Signature]

Date 09/24/2026

Human Resources Review [Signature]

Date 09/30/2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 10/01/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 006193 (leave blank if new employee)

Name Brenna Wyatt

Department Sheriff

Position Title Chief Civil Deputy

Pay Grade PW26 Pay Step 3

Status Full Time Union Non Bargaining
(full time, part time, temp)

Account Number 010.145.52110.11.444 (required for new hires)

REASON FOR CHANGE

- ☐ New Hire*
☐ Promotion
☒ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☐ Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Step 3
Base Monthly: \$8,256.10
Base Yearly: \$99,073.20

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: 10/01/2027
Step 5: 10/01/2028
Step 6: 10/01/2030
Step 7: 10/01/2032
Step 8: 10/01/2034

SIGNATURES

Department Authorization 

Date 09/29/2026

Human Resources Review 

Date 09/30/2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 10/01/2026

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 004949 (leave blank if new employee)

Name Angel Guerra

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 5

Status Full Time Union Commissioned - Teamsters
(full time, part time, temp)

Account Number 010.145.52122.11.483 (required for new hires)

REASON FOR CHANGE

- ☐ New Hire*
☐ Promotion
☒ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☐ Other _____

*Attach copy of offer letter

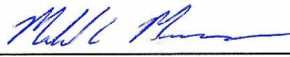
COMMENTS / ADDITIONAL INFORMATION

Step 5
Base Monthly: \$8,569.20
Base Yearly: \$102,830.40

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: _____
Step 6: 10/01/2027
Step 7: _____
Step 8: _____

SIGNATURES

Department Authorization 

Date 09/24/2026

Human Resources Review 

Date 09/30/2026

Commissioner Approval _____

Date _____



CHELAN COUNTY ADMINISTRATOR CATHY MULHALL

Meeting Date & Time:

Monday, October 5, 2026

Discussion:

1. 2027 Budget
2. Administrative Update

Action:

1. Limit Eligible Deferred Compensation Plans
2. Approve bid for Juvenile Freezer Mechanical System
3. Rescind Temporary Policy HR 26-001 regarding Operational Continuity
4. First Amendment to 2026-2028 CBA with CCSO Commissioned Supervisors



MEMORANDUM

TO: Chelan County Board of Commissioners

FROM: Brandt Cappell, Auditor & Yvonne Mayorga, HR Director

DATE: September 30, 2026

SUBJECT: Limit eligible deferred compensation plans to Nationwide and DRS, effective January 1, 2027

Request

Requesting Board approval to limit deferred compensation plans eligible for employee enrollment and County payroll contributions to Nationwide and DRS, including traditional (pre-tax) DCP and Roth options with each provider, effective January 1, 2027.

Current Enrollment

Multiple vendors currently increase payroll mapping, vendor management, and notice work. Participant counts:

Plan / Provider	Participants	% of Total
Nationwide (DCP and Roth)	78	55.3%
DRS (DCP and Roth)	45	31.9%
Empower DCP	9	6.4%
Circle Trust (TD Ameritrade)	8	5.7%
TD Ameritrade Roth	1	0.7%
Total	141	100%

Nationwide and DRS serve 123 of 141 participants (87.2%).

Recommended Action and Effect

Effective January 1, 2027, new enrollments and contribution elections would be accepted only for Nationwide and DRS. Employees now in Empower, Circle Trust (TD Ameritrade), or TD Ameritrade Roth would elect Nationwide or DRS for future payroll contributions. Existing balances remain the employee's property; the County would not require liquidation.

Rationale

These two plans already serve nearly nine in ten participants, reduce vendor contracts, and simplify payroll. Both offer traditional and Roth options. No change to the County's match or contribution formula is requested. Approval now would allow for employee notification and an opportunity to speak to both plans during the benefits fair.

Requested Board Action

Approve limiting eligible deferred compensation plans to Nationwide and DRS (traditional DCP and Roth with each), effective January 1, 2027, and authorize staff to give notice, close payroll contribution channels to Empower, Circle Trust (TD Ameritrade), and TD Ameritrade Roth as of that date, and complete related administrative changes.

Respectfully submitted,

Brandt Cappell, Auditor
Chelan County



CHELAN COUNTY COURTHOUSE FACILITIES REPAIR

350 ORONDO AVENUE
WENATCHEE, WASHINGTON 98801
OFFICE 509.667.6233 FAX 509.667.6323

09/29/2026

Chelan County Board of Commissioners,

The Juvenile Detention facility's walk-in freezer, original to the building, is failing. We have spent approximately \$4,000.00, and counting during this last year trying to maintain freezing temperatures. It is now time to replace the mechanical parts of the cooler. The insulated wall and structure of the freezer are still in good shape. Only the mechanical system needs replacing.

We have requested three quotes for the work. The lowest bid was submitted by based out of Entiat. The quotes are as follows:

Wells & Wade Mechanical came in at \$21,078.00. The Salcido Connection Inc. quote was \$24,247.66. And, the lowest bid came from North Cascades Heating and Air Conditioning Inc. at \$11,975.00.

Given the lowest quote was substantially below the other two, we verified they all bid on the same services, specifications and benchmarks.

We appreciate your consideration for this request.

Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brian Travis", is written over a horizontal line.

Brian Travis
Facility Department
Director
(509) 667-6233



NORTH CASCADES HEATING & AIR CONDITIONING, INC.

"The Professionals"

September 25, 2026

Chelan County Courthouse
350 Orondo Ave
Wenatchee WA 98801

Dear Bill Jared,

I would like to thank you for the opportunity to provide you with our pricing to replace the equipment for your walk in freezer at the juvenile building.

Per your request and site visit we propose the following;

- Decommissioning, removal, and disposal of existing freezer equipment
- Provide and install new Heatcraft equipment
- Provide hoisting/setting of equipment
- Perform all electrical disconnect/reconnect
- Perform start up and testing of new system

Total Price \$11,975.00 + wst

If you have any questions or require additional information please let me know. I can be reached at 784-4822 (office), or 630-7777 (cell).

Sincerely,
North Cascades Heating & Air Conditioning, Inc.
Tom Tice
General Manager

Accepted by: _____

WADECO, INC. DBA
WELLS & WADE MECHANICAL

218 South Columbia St. P.O. Box 52
Wenatchee, WA 98801 Wenatchee, WA 98807-0052
Phone (509) 662-3412 Fax (509) 662-2671
License No. WELLSWM055QL

PROPOSAL / AGREEMENT

September 15, 2026

Chelan County Courthouse
Attn: Bill Jared

RE: Juvenile Kitchen Walk-in Freezer Evaporator/Condenser replacement

PROPOSAL

We propose to provide labor and materials necessary to perform the following items necessary to replace the Juvenile walk-in freezer evaporator and condenser units.

- Disconnect all electrical wiring.
- Reclaim all refrigerant and properly dispose of it.
- Remove and dispose of old evaporator and condenser units.
- Clean existing refrigeration lines with Pro Flush.
- Modify refrigeration lines as needed.
- Provide and install New evaporator and condenser units.
- Reconnect all electrical wiring.
- Start and verify correct operation of system.

For the sum of.....\$ 21,078.00 + wsst

This proposal does include prevailing wage.

This proposal does not include sales tax.

If this proposal meets your approval, please sign date and return a copy.

THIS PROPOSAL DOES NOT INCLUDE ANY APPLICABLE STATE OR FEDERAL TAXES, NOR ANY CHARGES FOR ELECTRICAL WIRING OR PLUMBING (UNLESS ABOVE SPECIFIED). THIS PROPOSAL IS SUBJECT TO ACCEPTANCE BY PURCHASER WITHIN 30 DAYS AND TO THE TERMS AND CONDITIONS OF SALE ON BACK OF THIS SHEET.

ACCEPTANCE : I AGREE TO THE TERMS HEREOF AND ACCEPT THIS AGREEMENT.

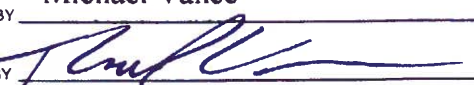
PURCHASER _____

BY _____ DATE _____

TERMS Payment due in full 30 days after completion.

WADECO, INC. DBA
WELLS & WADE MECHANICAL

SUBMITTED BY Michael Vance

APPROVED BY 

PREPARED BY**Dustin Miller**

The Salcido Connection

(509) 884-6868

dustinm@salcidoconnection.com

615 N. Wenatchee Ave. Ste. C-1, Wenatchee, WA 98801

PREPARED FOR**Bill Jared**

Chelan County Facilities

(509) 387-6127

bill.jared@co.chelan.wa.us

316 Washington St, Wenatchee, WA 98801, USA

SM. REPAIR QUOTE DETAILS**Chelan County Juvenile Detention Center**

316 Washington St, Wenatchee, WA 98801, USA

SCOPE OF WORK:

- Provide new like in kind BOHN Replacement equipment
- Provide labor at prevailing wages
- Provide associated electrical and permit
- Provide necessary lift to get condensing unit into place
- Provide refrigerant and associated fees
- Provide disposal of existing equipment
- Provide piping alterations to allow for proper oil return to condensing unit.

EXCLUSIONS:

- Due to some of the piping being in the wall we cannot replace that but we will pressure test and flush.
- Does not include any roof modifications if needed
- Proposal does not include previous service work
- This proposal is for the equipment only and does not include any work to the box itself.

DESCRIPTION**TOTAL**

WIF System Replacement

\$22,271.36

SUBTOTAL**\$22,271.36****TAX****\$1,976.30****TOTAL****\$24,247.66**PAYMENTS STARTING FROM **\$283/month** on  **Acorn** [Learn More →](#)**ACCEPTANCE:**

I understand that the above contract price may be progress billed monthly based on project completion percentage. Final payment is due within 30 days of project completion. This contract offer will be current for a period of 30 days from the date of the proposal and is subject to the pricing terms mentioned in the "Increased Costs" section above. This contract approved by electronic signature below, or downloaded, signed, and returned via e-mail, constitutes acceptance of price and terms.

If you have any questions, need further explanation, or would like increase or decrease the scope of this proposal, please feel free to contact me anytime at our main office number at (509) 884-6868. Thank you for this opportunity to earn your business.

Our Mission Statement

Our mission is to deliver to our customers "Superior Service with Integrity." We strive to provide the highest quality service, repairs, and installations in the quickest timeframes possible. You may not find our proposals to be the least cost up front, but our commitment to quality workmanship and our dedication to stand behind our work, help ensure that your upfront investment will be well worth it.



STATE OF WASHINGTON
CHELAN COUNTY
BOARD OF COMMISSIONERS
400 DOUGLAS STREET, SUITE #201 WENATCHEE, WA 98801
T: 509.667.6215 | F: 509.667.6599

October 1, 2026

TO: Board of Commissioners

FROM: Cathy Mulhall, County Administrator

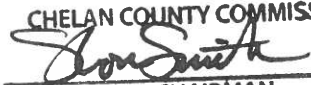
RE: Rescinding Temp HR 26-001 Operational Continuity Policy

On June 1, 2026, the Commissioners adopted the attached Operational Continuity Policy. Now that the County systems have been restored and the emergency situation has ended the County needs to rescind this policy.

Please approve this request to rescind the attached policy, Temp-HR 26-001.

CHELAN COUNTY
TEMPORARY CYBERSECURITY INCIDENT WORKFORCE & LEAVE POLICY
Operational Continuity Policy

Policy Number: TEMP HR 26-001
Effective Date: 06/01/2026
Expiration Date: Until Rescinded
Approved By: Board of Chelan County Commissioners

APPROVED
CHELAN COUNTY COMMISSIONERS

CHAIRMAN
6-1-26
DATE

1. PURPOSE

This temporary policy establishes workforce management procedures during a cybersecurity incident, malware event, ransomware attack, or major technology disruption affecting County operations.

The intent of this policy is to:

- Maintain continuity of County operations and public services;
- Protect County systems, facilities, and data;
- Provide clear direction regarding employee work assignments and leave usage;
- Establish procedures for standby status and operational staffing adjustments during technology disruptions.

This policy is intended to ensure employees continue performing available work during operational disruptions whenever possible. Voluntary leave usage may be approved only when work is unavailable or operational needs permit.

2. SCOPE

This policy applies to:

- All County departments and offices;
- Full-time and part-time employees;
- Union and non-union employees;
- Supervisors, managers, and elected officials where applicable.

This policy may be activated during:

- Malware incidents;
- Ransomware attacks;
- Significant cybersecurity disruptions;
- Technology outages affecting County operations;
- Continuity of Operations (COOP) activations.

3. AUTHORITY

This policy is adopted pursuant to:

- County emergency management authority;
- Applicable Washington State law;

- Federal wage and hour law;
- County personnel policies;
- Applicable collective bargaining agreements (CBAs).

Nothing in this policy supersedes:

- Collective bargaining agreements;
- Civil service rules;
- Washington State or federal law.

4. DEFINITIONS

Administrative Leave

Paid leave authorized by the County when employees are unable to perform assigned work due to operational disruptions beyond the employee's control.

Standby Status

A temporary assignment status in which an employee is required to remain reasonably available for work assignments or recall during designated periods.

Voluntary Leave

Approved use of accrued leave balances at the employee's request, subject to operational needs and supervisory approval.

5. POLICY STATEMENT

During a cybersecurity or technology disruption, County leadership may temporarily modify schedules, assignments, staffing levels, reporting locations, operational procedures, and workforce expectations necessary to maintain County operations and support incident recovery.

Employees are expected to continue performing assigned work during operational disruptions whenever work is available.

If operational disruptions temporarily eliminate available work, employees may:

- Be reassigned to alternate duties;
- Be placed on standby status;
- Be approved for administrative leave;
- Request voluntary use of accrued leave, subject to operational needs.

The County shall make reasonable efforts to:

- Maintain continuity of public services;
- Ensure consistent workforce administration;
- Minimize operational disruption;
- Comply with labor agreements and personnel rules.

6. EMERGENCY WORKFORCE AUTHORITY

During an active cybersecurity incident, the County Administrator, Elected Official, Department Director, or designee may:

- Modify employee schedules;
- Reassign duties;
- Restrict facility or system access;
- Establish staggered shifts;
- Assign employees to standby status;
- Authorize overtime;
- Suspend non-critical operations;
- Approve administrative leave;
- Temporarily redirect staff to operational recovery efforts.

Emergency workforce decisions shall be based on operational necessity and applied consistently.

7. WORK ASSIGNMENTS & OPERATIONS

Departments shall continue operations to the maximum extent possible during technology disruptions.

Employees may be assigned to:

- Operational recovery support;
- Manual processes or paper-based operations;
- Public service continuity functions;
- Training or administrative assignments;
- Alternate operational duties.

Employees are expected to remain available for assigned work unless approved for leave or otherwise released from duty.

8. STANDBY STATUS

The County may assign employees to standby status when operationally necessary.

Employees assigned standby status:

- Must remain immediately available for assignment or recall;
- Must maintain communication access during assigned standby periods;
- May be subject to response-time requirements.

Employees assigned standby status shall be informed of:

- Expected availability requirements;
- Communication procedures;
- Duration of standby assignment;

Standby compensation shall comply with:

- Applicable collective bargaining agreements;
- County policy;

- Federal and Washington wage laws.

9. VOLUNTARY LEAVE

Employees not needed for immediate operational assignments may request voluntary use of accrued leave balances, subject to operational needs and supervisory approval.

Employees may request:

- Vacation leave;
- Compensatory time;
- Personal holiday;
- Floating holiday;
- Leave without pay;
- Other accrued leave permitted by County policy or applicable labor agreements.

Approval of leave requests remains subject to:

- Operational staffing needs;
- Incident response requirements;
- Supervisory approval;
- Applicable collective bargaining agreements.

Employees approved for voluntary leave:

- Shall not be considered on standby status;
- Shall not be required to remain immediately available for work;
- Shall not perform work duties unless formally recalled.

Employees on leave may still receive general County communications regarding:

- Facility closures;
- Return-to-work instructions;
- Operational updates.

10. ADMINISTRATIVE LEAVE

Administrative leave may be approved when:

- County systems are inaccessible;
- Operational shutdowns prevent work assignments;
- Facilities are inaccessible;
- Employees cannot reasonably perform assigned duties due to County-directed operational restrictions.

Administrative leave decisions shall be based on operational necessity and applied consistently among similarly situated employees.

Administrative leave shall not be used:

- As discipline;
- Inconsistently;

Emergency staffing and leave decisions shall not discriminate based upon:

- Union status;
- Protected leave usage;
- Disability;
- Protected class status;
- Retaliation for lawful activity.

Reasonable accommodations shall continue to be provided as required by law.

16. POLICY DURATION

This temporary policy shall remain in effect until:

- Rescinded by the County Administrator or Board of Chelan County Commissioners;
- Operational recovery is completed; or
- 30 days have elapsed unless extended.

17. SUPERVISOR GUIDANCE

Supervisors should:

- Clearly communicate employee work status;
- Coordinate with Human Resources;
- Apply operational decisions consistently;
- Document leave approvals and standby assignments;
 - Avoid informal “on-call” expectations without formal standby designation.

18. CONTACT INFORMATION

Questions regarding this policy should be directed to:

- Human Resources
- County Administrator

- To avoid overtime obligations.

11. TIMEKEEPING

If electronic systems are unavailable:

- Employees shall submit manual time records;
- Supervisors shall maintain attendance logs;
- Payroll estimates may be used pending verification.

Employees must accurately report:

- Hours worked;
- Overtime worked;
- Standby hours;
- Leave usage.

12. COMMUNICATIONS

The County shall provide operational updates through available communication methods, including:

- Supervisor communications;
- County email;
- Emergency notification systems;
- County website notices;
- Internal messaging systems.

Employees shall not publicly disclose cybersecurity incident information unless authorized.

13. RETURN TO NORMAL OPERATIONS

Prior to restoring normal operations:

- Systems must be cleared by County IT Security;
- Required password resets must be completed;
- Security updates must be installed;
- Employees may be required to complete refresher cybersecurity training.

County leadership shall notify employees when emergency workforce procedures are discontinued.

14. UNION & LABOR RELATIONS

Applicable collective bargaining agreements remain in effect during emergency operations. The County shall provide notice to labor organizations regarding operational changes as soon as practicable when required by law.

Nothing in this policy supersedes negotiated labor agreements.

15. NON-DISCRIMINATION

FIRST AMENDMENT TO
2026-2028 COLLECTIVE BARGAINING AGREEMENT
BETWEEN CHELAN COUNTY AND TEAMSTERS LOCAL 760 REPRESENTING THE
COMMISSIONED SUPERVISORS OF THE CHELAN COUNTY SHERIFF'S OFFICE

Article 13.12 regarding City Chief Assignment in the 2026-2028 Collective Bargaining Agreement is hereby amended as follows adding the City of Cashmere:

13.12 City Chief Assignment: A supervisor permanently appointed by the Sheriff as the Chief of Police or equivalent position for the provision of law enforcement services for the City of Leavenworth, the City of Chelan or the City of Cashmere shall receive an additional two percent (2%) pay while serving in such capacity.

Approved this _____ day of _____, 2026.

FOR THE UNION:



RICHARD SALINAS, Sec./Treas.
Teamsters Local 760 9.28.26

FOR CHELAN COUNTY:

MICHAEL MORRISON, Sheriff

SHON SMITH, Chairman

KEVIN OVERBAY, Commissioner

BRAD HAWKINS, Commissioner

ATTEST: ANABEL TORRES,
CLERK OF THE BOARD

BOCC Agenda
October 5, 2026

10:30am Economic Services Director

Ron Cridlebaugh

Discussion

1. 25th Annual Innovator Awards Luncheon
2. Department Update

Action Items

Memo: Diversion Center RFP Award

NCW Regional Crisis Response Center RFP: Scoring Committee Recommendation

Executive Summary

The North Central Washington Regional Crisis Response Center (CRC) RFP received three proposals, which were evaluated by a ten-member regional scoring committee. Independent scoring identified Connections Health Solutions and Recovery Innovations (RI) as the two strongest proposals. Following review of the scores and approximately two hours of discussion, the committee concluded that continuity across planning, implementation, and initial operations was important to the region. All ten committee members subsequently ranked Connections as their first-choice proposer. The committee therefore unanimously recommends Connections Health Solutions, subject to completion of Chelan County's remaining procurement requirements and issuance of the Notice of Intent to Award.

Evaluation Process

Committee members independently reviewed the proposals using the 14-question scoring rubric included in the RFP. Question 14, addressing budget, service rates, and financial sustainability, was weighted twice in recognition of the importance of long-term financial sustainability. Nine of the ten committee members submitted independent scoring as of September 24. The results received are summarized below:

Proposer	Average Score	Range
Connections Health Solutions	40.7	30–45
Recovery Innovations (RI)	41.7	32–45
Comprehensive Healthcare	35.7	26–42

All ten committee members participated in the September 24 meeting to review scoring results and discuss proposal strengths, concerns, and key differences. Because Connections and RI scored particularly closely, the committee focused significant discussion on the substantive distinctions between those proposals.

Comprehensive Healthcare

The committee agreed not to advance Comprehensive Healthcare. Its proposal received substantially lower overall scores than the other two proposals and did not include the budget information requested under Question 14, a double-weighted component of the RFP. Committee members also noted that Comprehensive's significant Eastern Washington presence and recent Benton-Franklin facility experience were not reflected in the level of detail expected in the proposal.

Connections Health Solutions

The committee identified numerous strengths in the Connections proposal, including:

- Demonstrated experience operating a crisis response center in Washington and experience working within a multi-jurisdictional model.
- A strong clinical and operational model emphasizing a no-wrong-door approach, rapid law-enforcement drop-off, diversion from emergency departments, medication-assisted treatment, telehealth/telepsychiatry, and strong intake and discharge planning.
- Concrete approaches to addressing challenges specific to the North Central region, particularly transportation, high utilizers, language access, and services for aging adults and people with intellectual and developmental disabilities.
- Strong performance measures and demonstrated results from existing operations, including the Kirkland facility.

- A clear interest in remaining engaged through planning, implementation, and ongoing operations, providing continuity across all phases of CRC development.

The committee also identified areas requiring further development during the planning phase, including the proposed facility capacity, workforce requirements in a constrained labor market, governance structure, housing strategies, interim services, construction timeline, and the projected operating funding gap.

Recovery Innovations

RI also submitted a very strong proposal. Committee members particularly noted the thoroughness of the response, strong clinical design, regional research, governance approach, workforce development strategy, incorporation of lived experience, understanding of satellite service opportunities, and detailed knowledge of Washington licensing and credentialing requirements.

The most significant distinction identified during committee discussion was RI's proposed role. RI proposed serving as a consultant during the planning and implementation phases but did not propose serving as the ongoing CRC operator. Committee members expressed concern that this approach could require a subsequent operator selection process and create the potential for rework or differences between the model developed during planning and the approach ultimately preferred by an operator. Other concerns included RI's history of facility closures and some assumptions regarding reimbursement and long-term financial sustainability.

Committee Recommendation

A central issue emerging from the committee discussion was whether the region should engage an independent planning consultant and later select an operator or continue with the original RFP approach of selecting a partner capable of supporting all three phases: planning, implementation, and initial operations. Following approximately two hours of discussion, the committee reached consensus that continuity across the three phases remained important to the region.

At the conclusion of the discussion, each of the ten committee members was asked to rank the three proposers in order of recommendation, with 1 representing the first choice. All ten committee members ranked Connections Health Solutions as their first-choice proposer as captured in the table below:

Evaluator:	1	2	3	4	5	6	7	8	9	10	Total
Proposer:											
Connections	1	1	1	1	1	1	1	1	1	1	10
RI	2	2	3	2	3	2	2	2	2	3	23
Comprehensive	3	3	2	3	2	3	3	3	3	2	27

Based on the independent proposal evaluations, committee deliberation, and unanimous final recommendation, the scoring committee recommends Connections Health Solutions as the preferred proposer for the North Central Washington Regional Crisis Response Center project, subject to completion of Chelan County's remaining procurement requirements and issuance of the Notice of Intent to Award.



CHELAN COUNTY ECONOMIC SERVICES

400 DOUGLAS STREET, SUITE #201 WENATCHEE, WA 98801
T: 509.667.6883 | F: 509.667.6599

MEMO

TO: Board of Commissioners
FROM: Ron Cridlebaugh, Economic Services Director
DATE: October 5, 2026
RE: North Central Washington Regional Crisis Response Center RFP

Commissioners,

The County received 3 responses to the North Central Washington Regional Crisis Response Center RFP. The responses were reviewed and scored by a ten-member committee. The independent scores identified Connections Health Solutions and Recovery Innovations as the two best options. The committee then held a meeting on September 24th to discuss the proposals and after approximately two hours of discussion unanimously selected Connections as their first choice. Attached to this memo is a recap of the September 24th committee meeting.

Staff Recommendation: Provide Connections Health Solutions with a Notice of Intent to Award and proceed with contract negotiations.

Approved by Chelan County Commissioners

Shon Smith, Chairman

Date: _____

Chelan County Natural Resource Department

BOCC Agenda

October 5, 2026

Discussion

1. Executive Session: Potential Litigation
2. Agreement with Wenatchee-Chiwawa Irrigation District for Irrigation Canal Piping Project
3. Water Lease Agreement with Miller Orchard, LLC
4. Amendment 2 to Agreement with Rocky Reach Habitat Conservation Plan Tributary Committee for Nason Creek Rivermile 12 Project
5. Contract for Personal Services with Streamline Environmental for Project Technical and Permitting Support
6. Professional Services Contract with Upper Columbia Salmon Recovery Board for Wenatchee Watershed Action Team Facilitation and Support
7. Consultant Agreement with RLR Cultural Resources for Nason Creek Kahler Creek Confluence Project Survey
8. Amendment #2 to Timberland Services Agreement with American Forest Management for Stemilt-area Forest Health Project Support
9. Amendment No. 1 with WA Department of Ecology for Lake Chelan Toxics Assessment
10. Contract Change with GeoSyntec Consultants for Icicle Work Group Leavenworth National Fish Hatchery Wellfield Enhancement and Alpine Lakes Modernization and Automation
11. Other

Action

1. Agreement with Wenatchee-Chiwawa Irrigation District for Irrigation Canal Piping Project
2. Water Lease Agreement with Miller Orchard, LLC
3. Amendment 2 to Agreement with Rocky Reach Habitat Conservation Plan Tributary Committee for Nason Creek Rivermile 12 Project
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7. Amendment #2 to Timberland Services Agreement with American Forest Management for Stemilt-area Forest Health Project Support
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9. Contract Change with GeoSyntec Consultants for Icicle Work Group Leavenworth National Fish Hatchery Wellfield Enhancement and Alpine Lakes Modernization and Automation

AGREEMENT FOR CONSTRUCTION MANAGEMENT, PAYMENT OF, AND REIMBURSEMENT FOR CONSTRUCTION EXPENSES

This Agreement for Construction Management, Payment of, and Reimbursement for Construction Expenses ("Agreement") is made and entered into by and between Chelan County ("Chelan County") and Wenatchee Chiwawa Irrigation District ("WCID") (each a "Party" and collectively, the "Parties") as of the Effective Date specified below.

RECITALS

A. Chelan County is a municipal entity that provides, among other things, services for the enhancement of natural resources located within Chelan County, including services for the enhancement of fish habitat on the rivers and tributaries within Chelan County.

B. WCID is an Irrigation District organized under Title 87 Revised Code of Washington.

C. WCID owns certain rights of way and easements in Chelan County for a water conveyance system to deliver water to its patrons. WCID also owns water rights in Chelan County, including a nonadditive water right for 10 cfs from Clear Creek ("Clear Creek Water Rights") with a priority date of 1912. The Clear Creek point of diversion is located 2,100 feet south and 800 feet west of the Northeast corner of Section 31 within the SE1/4NE1/4 of Section 31, Township 27 North, Range 18 E.W.M, as memorialized by Order of the Department of Ecology dated July 18, 2019. In addition, WCID owns water rights that allow for access to up to 33.3 cfs from the Chiwawa River for irrigation purposes, as described in its water rights.

D. Chelan County has been awarded a Bureau of Reclamation WaterSMART Grant ("Grant") to enhance streamflow and drought resilience in the Lower Chiwawa sub-watershed. Activities funded by the Grant include replacing a portion of the WCID water conveyance system with High-Density Polyethylene ("HDP") pipe to minimize seepage and to conduct fuel reduction treatments on 550 acres of local forest to improve forest health and decrease risks to wildlife, the community, irrigation infrastructure, and fish and wildlife habitat ("Project").

E. WCID intends to participate in the Project for the replacement of a portion of its delivery system with HDP pipe. WCID expects that the upgrades to the delivery system will result in water savings, such that WCID will no longer require the additional inflow authorized by its Clear Creek Water Rights. As a result, WCID will donate the Clear Creek Water Rights to the State Trust Water Program prior to the next irrigation

season following piping project completion. The term of the donation will be either permanent or for the expected life expectancy of the piping project and subject to consent of the funding agency.

F. Chelan County is willing to oversee construction activities related to the Project on behalf of WCID. To support this, Chelan County agrees to assist with construction management and facilitate payment for Project-related costs.

G. A preliminary budget for the construction of the Project is attached as Exhibit A-1, and a description of the Project is attached as Exhibit A-2.

H. The Parties' obligations under this Agreement are contingent upon securing full funding for the Project, in addition to the contingencies outlined in the Contingencies provisions herein and as otherwise provided in this Agreement.

I. WCID's agreement to participate in the Project under the terms of this Agreement is and remains contingent upon the Project having no adverse effect on the WCID's water rights which provide access to up to 33.3 cfs from the Chiwawa River for irrigation purposes.

J. Chelan County may secure additional funding agreements from other sources to ensure full funding for the Project. Funding secured will be used to reimburse Chelan County for all costs related to completion of the Project as provided in this Agreement.

K. The Parties desire that all grant funding conditions and requirements of all persons or entities providing funding for the Project will be satisfied.

L. The purpose of the Agreement is to set forth the terms and conditions under which WCID or its grant funding sources will pay for or reimburse Chelan County for Project construction costs.

AGREEMENT

For valuable consideration, including the mutual benefits provided, the receipt and sufficiency of which are hereby acknowledged, WCID and Chelan County agree as follows:

1. Term. This Agreement shall commence upon the date it is mutually signed (the "Effective Date"). This Agreement shall terminate thirty (30) days following completion of all of the following: construction related to the Project, final approval by the Parties, payment to all suppliers and contractors—including resolving any Project related claims—and full reimbursement to Chelan County for all costs incurred by Chelan County in managing the Project ("Project Completion").

2. Responsibilities of the Parties.

2.1. WCID. WCID is and shall be responsible for:

2.1.1. Timely reviewing and either approving or disapproving all engineering/design and construction documents (collectively, the "Project Documentation") to ensure that the Project, as engineered and designed, will meet WCID's and the County's plan for replacement of a portion of the current WCID water delivery system with the closed HDP pipe system. A. Once Chelan County submits the Project Documentation to WCID for review, WCID has twenty-one (21) calendar days to notify Chelan County in writing of its approval, disapproval, or request additional time to review. If WCID does not respond within the twenty-one (21) day review period, such silence will be considered an approval of the Project Documentation under review.

2.1.3. Coordinating and providing ongoing consultation related to WCID's material interests in the Project through the appointment or employment of an agent (the "Owner's Representative"). The Owner's Representative shall: (i) observe construction and immediately report any observed deficiencies, permit violations, safety concerns, or other issues to Chelan County's construction manager; (ii) communicate with WCID patrons on all matters related to patron connections and impacts on private property if necessary; (iii) attend construction meetings for each phase of the Project as needed; (iv) participate in the start-up and testing of the system upon substantial completion; (v) participate in the final walkthrough to review the work and identify items that must be completed before final completion; (vi) review and provide input to Chelan County's construction manager and engineer on the punch list of items to be finalized following the final walkthrough. The Owner's Representative shall not direct the work performed in the field. WCID may change its Owner's Representative at any time by providing written notice to Chelan County.

2.1.3 Ensuring access to all property needed for construction activities.

2.1.4 Arranging for property owner hook ups to the HDP piping system where water delivery will be from the system installed in this Project.

2.1.5 Provide staging area for storage of materials and equipment/machinery needed for the Project. The staging area shall be available for deliveries at least 60 days prior to the planned commencement of the work.

2.2. Chelan County. Chelan County is and shall be responsible for:

2.2.1. Undertaking and completion of all design work for the Project, including estimates of materials and material costs and construction costs. Preparation of all bid

documents for the Project, solicitation of bids and review of all responses for lowest responsible bidder. Preparation and completion of construction agreements for the construction of the Project as the Project Lead and contracting entity. Chelan County shall adhere to all applicable Federal, State and Local bidding requirements when selecting the Contractor and awarding contracts.

2.2.2. Oversight and management of the construction of the Project, including related contracts and any subcontract(s) involved. Chelan County shall strive to ensure that the delivery and installation of the pipelines are substantially completed and operational by or before April 30, 2028.

2.2.4. Facilitating and coordinating grant and other funding needed for the Project, including payments for construction costs and closing out the Project upon completion.

2.2.5. Prompt and timely submission of all Project Documentation to WCID for review and approval. Chelan County will consult with and secure approval from WCID for all Contractor(s) engaged by Chelan County, which approval shall not be unreasonably withheld.

2.2.6. Prepare and deliver to WCID monthly updates and expense reports related to the Project, including, at a minimum, significant updates on contracting and work performance, expenses incurred, and the status of Project funding.

2.2.7. Ensure all project work complies with the applicable regulations of each governmental authority that may have jurisdiction over the manner and quality of the work. Chelan County or the Contractors hired for the Project shall be responsible for obtaining all necessary permits, including but not limited to those required by applicable state, federal, and local environmental, cultural, and paleontological resource protection laws, as specified by the Funding Sources.

2.3. All Parties. WCID and Chelan County will each be responsible for ensuring compliance with all restrictions, limitations, or conditions related to any grant funding that they have obtained for completing the Project, as applicable. The Party receiving the grant funding will be responsible for communicating with its grant source to confirm that the contract documents, including this Agreement, align with the limitations and conditions of the grant. Additionally, each Party receiving grant funding shall be responsible for any required reporting to the grant funder and ensuring adherence to the grant's conditions. All Parties shall, upon request, cooperate to assist the Party receiving grant funding in fulfilling all reporting conditions and requirements of the grant.

3. Payment for Construction Activities. Chelan County will pay directly to the Contractor performing the work described in Exhibit A-2 amounts that collectively shall not exceed the total value of all committed and available funds, as outlined in this Agreement and other Project construction documents, unless further modified by a signed amendment of Chelan County and WCID. Chelan County shall ensure that lien releases are obtained from all contractors or subcontractors, or shall resolve any lien claims.

4. Terms of Payment. Payment to the Contractor and subcontractors, as applicable, shall be governed by the terms of the purchase and construction contracts entered into by Chelan County and the Contractor. Chelan County, as the Party responsible for overseeing the Project, shall review all purchase agreements and all requests for payment from the Contractor on its own behalf and on behalf of the subcontractors. It shall seek and obtain approvals as necessary from the Owner's Representative for work covered by such requests, all to ensure that the goods and services have been provided in accordance with the Project contract documents.

5. Change Orders. All change orders under any Project contract documents must be submitted in accordance with the approved contract documents. All change orders shall be reviewed and approved by WCID and Chelan County. WCID's approval is required only for change orders that will extend the estimated Project completion date by fourteen (14) days or more, and/or increase Project costs by \$25,000 or more. If a change order request is not approved by the Parties to this Agreement, as described herein, the contract documents will govern how any disputes related to the change order will be resolved. The Parties shall follow the dispute resolution procedures outlined in any Project construction contract concerning change orders.

6. WCID as Contract Beneficiary. As the ultimate intended owner of the Project following Project Completion, WCID is and shall be explicitly named as a beneficiary of the Project purchase and construction contracts so that all warranties provided by the Contractor are directly transferable to and enforceable by WCID. Chelan County shall ensure all contract documents specify and confirm WCID as the intended beneficiary and authorized assignee of all rights, interests, and warranties related to the project.

7. Insurance.

7.1. Insurance is required. Before starting any Project work and throughout the entire construction period, Chelan County shall ensure that the Contractor obtains and maintains, at its own expense, a policy or policies of insurance with companies rated A-VII or higher by A. M. Best, as listed below. Any significant deductible, self-insured

retention, or coverage through a captive must be disclosed and approved by Chelan County. The Contractor will be responsible for any claim payments that fall within the deductible or self-insured retention.

7.2. Contractor Required Insurance.

7.2.1. General Liability Insurance. Commercial general liability insurance coverage for all operations by or on behalf of the Contractor and all subcontractors against claims for bodily injury (including death) and property damage (including loss of use). This insurance shall cover: (i) Premises and Operations; (ii) Products and Completed Operations; (iii) Contractual Liability; (iv) Personal Injury Liability (with deletion of the exclusion for liability assumed under Contract); (v) Stop Gap/Employers Liability coverage; (vi) Pollution Liability (sudden and accidental).

7.2.2. Minimum Coverage. The minimum coverage for all required insurance shall be: (i) \$1,000,000 Each Occurrence for Premises, Operations, and Personal Injury Liability; (ii) \$2,000,000 Products and Completed Operations Aggregate and Contractual Liability; (iii) \$1,000,000 per accident/disease for Stop Gap/Employers Liability coverage; (iv) \$2,000,000 General Aggregate; and \$1,000,000 for all other, each occurrence, \$2,000,000 Aggregate. Commercial general liability insurance will include Chelan County, WCID, and their respective officials, employees, and volunteers as additional insureds on a primary and non-contributory basis for ongoing operations. A waiver of subrogation will apply in favor of Chelan County and WCID.

7.2.3. Workers' Compensation. The Contractor shall maintain workers' compensation insurance as required by law for all employees. Chelan County shall ensure, through the Project construction contracts, that the Contractor complies with all provisions of the Workers' Compensation Laws, Title 51 of the Revised Code of Washington, for all Project work occurring in the State of Washington.

7.2.4. Automobile Liability Insurance. The Contractor shall maintain Automobile Liability insurance to cover claims of bodily injury (including death) and property damage (including loss of use). Chelan County shall ensure that the coverage includes all owned, rented, leased, non-owned, and hired vehicles used in the Project work, with a minimum limit of \$1,000,000 per accident for combined bodily injury and property damage. It must also include appropriate uninsured motorist and No-Fault insurance provisions, when applicable. Automobile liability insurance will cover Chelan County, WCID, and their respective officials, employees, and volunteers as additional insureds on a primary, non-contributory basis for ongoing operations. A waiver of subrogation will apply in favor of Chelan County and WCID.

7.3. Evidence of Insurance. Chelan County shall ensure that the Contractor files a Certificate of Insurance with Chelan County. This certificate must identify the insurer, policy numbers, effective dates, limits of liability, and deductibles, and include a copy of the endorsement naming Chelan County and WCID as additional insureds. The contractor must provide WCID with a copy of this Certificate of Insurance prior to commencing any work under the master construction contract. The contract with the Contractor shall include the following provisions:

7.3.1. Failure of Chelan County to demand a Certificate of Insurance or other proof of compliance with the insurance requirements specified herein, or failure to identify a deficiency from the provided evidence, shall not be interpreted as a waiver of the Contractor's obligation to maintain such insurance. Acceptance by Chelan County of any Certificate of Insurance or other proof of compliance does not imply approval or agreement that the insurance requirements have been satisfied or that the policies shown in the certificates or other evidence comply with the requirements.

7.3.2. Chelan County has the right, but not the obligation, to prevent the Contractor or subcontractors from entering the Project site until they have provided Certificates of Insurance or other proof of insurance that fully meet the insurance requirements outlined here. If the Contractor fails to maintain the required insurance, Chelan County may obtain such insurance at the Contractor's expense. Failure by the Contractor to keep the required insurance may lead to the termination of the construction contract at Chelan County's discretion.

7.4. Subcontractors. The Contractor shall ensure that each subcontractor selected by the Contractor meets the applicable insurance requirements and specifications outlined in this agreement. All coverage for subcontractors shall comply with all the requirements specified herein and applicable to their profession. Chelan County shall ensure that the Contractor provides Chelan County with copies of certificates of insurance evidencing coverage for each subcontractor upon request. Additionally, Chelan County shall furnish WCID with copies of the certificates of insurance in its possession. If Chelan County does not have such certificates for each subcontractor, Chelan County shall request copies from the Contractor upon receiving a request from WCID for the same.

7.5. Cancellation of Insurance. Chelan County shall ensure that the Contractor does not cause any insurance policy required under this agreement to be canceled or permit any policy to lapse. Chelan County shall require that insurance companies or the Contractor provide thirty (30) days' prior written notice to Chelan County for cancellation

or any significant change in coverage or conditions, and ten (10) days' prior written notice for cancellations due to non-payment. Chelan County shall require the Contractor, if it receives any notice of cancellation or nonrenewal from its insurer(s), to provide immediate notice to Chelan County no later than two (2) days after receiving such notice. Notice to Chelan County shall be delivered by facsimile or email. Chelan County shall also notify WCID upon receipt of any such cancellation or nonrenewal notice.

8. Performance and Payment Bonds. Chelan County shall require that all contracts awarded to subcontractors by the Contractor include sufficient payment and performance bonds.

9. Funding Obligations and Conditions. The Parties agree to cooperate and work together in good faith to secure all necessary grant funding for the Project and ensure compliance with all grant funding conditions.

9.1.1. Compliance with Grant Funding Conditions. As of the Effective Date, the following entities are or may be contributors of grant funding for the Project:

9.1.2.1. Bureau of Reclamation WaterSMART Granted Titled "Multi-Scalar Water Conservation in the Chiwawa Sub-Watershed."

Each of the above entities that has provided or is expected to provide funding for the Project has done so (or is expected to do so) with certain conditions tied to the financing. The Parties understand that best efforts must be made to ensure all grant conditions or requirements are satisfied at each stage of the Project. In particular, and without limitation, Chelan County will ensure that the Contractor complies with "Buy America" requirements of the BOR

10. Contingencies. The Parties' rights and obligations under this Agreement are contingent on the following:

10.1. Full Funding of the Project. All funding necessary to complete the Project shall be received, or, at a minimum, committed to the Project in writing.

10.2. Upon completion of the Project to replace 6,230 linear feet of the WCID Canal with HDPE Pipe, WCID will discontinue use and diversions from Clear Creek and donate its Clear Creek Water Rights to the State Trust Water Program. Chelan County will work with the landowner and WCID to address any physical modifications required to stop the flow of Clear Creek into the WCID delivery system.

10.2. Notwithstanding the foregoing, the exercise of any right to terminate a party's involvement in the Project due to an unmet contingency must occur prior to the awarding

of any construction contract referenced in this Agreement. Once a construction contract is awarded under this Agreement, all remaining unmet contingencies shall be considered waived.

10.3. Nothing in this Agreement shall limit or be interpreted to limit WCID's right to continue exercising its Water Rights from the Chiwawa River point of diversion as necessary to divert and deliver irrigation water to its patrons and customers during the construction of the Project and until its completion, or for a reasonable period afterward to ensure continuous service. WCID expressly reserves and retains all such rights.

11. Mutual Indemnification and Hold Harmless. The Parties shall each indemnify and hold the other(s), along with their agents, employees, and/or officers, harmless from and shall defend at the indemnifying Party's own expense any and all claims, demands, suits, whether at law or equity, actions, penalties, losses, damages, fees (including reasonable attorney fees), or costs of any kind or nature, brought against the other Party(ies) arising out of, or in connection with, or incident to (a) the performance or failure to perform any of the indemnifying Party's obligations under this Agreement, or (b) any negligent act or omission of the indemnifying Party or its officers, agents, or employees. However, if such claims are caused by or result from the concurrent negligence of both Parties, including their agents, employees, and/or officers, this provision shall be valid and enforceable only to the extent of each Party's respective negligence. Further, nothing herein shall require a Party to hold harmless or defend another Party, including their agents, employees, and/or officers, for damages or losses caused solely by the negligence of the other Party.

12. Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Subject to the Dispute Resolution provisions herein, the venue and jurisdiction for any dispute arising under this Agreement shall be in Chelan County Superior Court. In the event of a conflict with a grant funding agreement regarding venue and/or jurisdiction, the grant funding document shall take precedence. If a dispute involves venue and jurisdiction outside of the Chelan County Superior Court, it shall be narrowly interpreted to limit resolving disputes outside of arbitration and enforcement in the Chelan County Superior Court.

13. Ownership of Documents. Any reports, studies, conclusions, and summaries prepared by the Contractor shall become the property of Chelan County and WCID.

14. Debarment. Chelan County shall ensure that the Contractor and all subcontractors sign a Certification Regarding Debarment and Suspension

15. Dispute Resolution. The Parties agree to submit any disputes regarding the interpretation or enforcement of this Agreement to binding arbitration. The Parties shall confer and attempt to agree upon an arbitrator. In the event the Parties cannot agree upon an arbitrator, each Party shall select one arbitrator, and the two selected arbitrators shall select a third arbitrator who shall alone arbitrate the dispute. Any selected arbitrator must be an attorney licensed to practice law in the State of Washington. The cost of the arbitrator shall be evenly split among the Parties. A Party may trigger this provision by written notice sent to the other Party via certified mail. Within thirty (30) days of the postmark of such notice, the selection of arbitrator(s) must be completed by each Party. If a Party fails to select an arbitrator within this 30-day period, the arbitrator timely selected by the other Party to the dispute shall be the arbitrator. In any subsequent action to enforce the arbitral award, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred. The exclusive venue for enforcing an arbitral award or awards resulting from any such arbitration shall be in Chelan County Superior Court, subject to Section 12 above.

16. Counterparts. This Agreement may be signed in counterparts, each of which shall be considered an original, but all together shall form one and the same document. Signatures sent electronically by fax, email, or other means shall be regarded as effective as original signatures.

17. Entire Agreement. This Agreement represents the only and complete understanding of the Parties regarding the subject matter and overrides all prior understandings and agreements, whether oral or written. Any modifications to this Agreement must be in writing and signed by both Parties. If any part of this Agreement is found to be illegal, invalid, or unenforceable, that does not affect the validity of any other provisions, which will remain in full force and effect.

The names, addresses, and telephone numbers of the parties involved in this Agreement for written communication are as follows:

Chelan County:

Chelan County Natural Resources Dept
Mike Kaputa, Director
411 Washington Street, Suite 201
Wenatchee, WA 98801
Email:
Tel: (509) 667-6533

Wenatchee Chiwawa Irrigation District

Board of Directors
18620 Beaver Valley Road
Leavenworth, WA 98826
Email: wcid.sec@gmail.com
Tel: (206) 484-6700

This Agreement shall be effective on the date (the "Effective Date") when the last Party has executed this Agreement.

WCID:

BOARD OF DIRECTORS

Dated this 19th day of September, 2026:

Dick Fritz
DICK FRITZ, CHAIRMAN

ATTEST: BONNIE HANSON

Bonnie Hanson
Secretary of the Board

CHELAN COUNTY:

BOARD OF CHELAN COUNTY COMMISSIONERS

Dated this _____ day of _____, 2026:

SHON SMITH, CHAIRMAN

ATTEST: ANABEL TORRES

KEVIN OVERBAY, COMMISSIONER

Clerk of the Board

BRAD HAWKINS, COMMISSIONER

AGREEMENT FOR CONSTRUCTION MANAGEMENT, PAYMENT OF,
AND REIMBURSEMENT FOR CONSTRUCTION EXPENSES

EXHIBITS

Exhibit A-1 Preliminary Construction Budget

Wenatchee-Chiwawa Irrigation District

Main Canal Piping Project

Pre-Conceptual Opinion of Cost - 13-cfs Pipeline from Screen to Chiwawa Loop Road (1.18 Miles)

Item	Est. Quantity	Unit	Item	Unit Cost	Total Cost
1	1	LS	Mobilization/Demobilization	\$189,200	\$189,200
2	1	LS	Construction Surveying	\$20,000	\$20,000
3	1	LS	Temporary Erosion and Sediment Control (TESC)	\$29,000	\$29,000
4	1	LS	Utilities Locate and Protection	\$7,000	\$7,000
5	1	FA	Force Account (Allowance)	\$40,000	\$40,000
6	1	LS	Temporary Traffic Control	\$3,000	\$3,000
7	2	AC	Clearing and Grubbing	\$10,000	\$20,000
8	1	LS	Removal of Structures and Obstructions	\$12,000	\$12,000
9	1	LS	Final Cleanup	\$16,000	\$16,000
10	1	LS	Trench Excavation	\$49,000	\$49,000
11	575	CY	Pipe Bedding	\$50	\$28,754
12	2,400	CY	Select Backfill	\$50	\$120,019
13	1	LS	Final Trench Backfill	\$47,000	\$47,000
14	6,213	LF	30-inch Corrugated HDPE Pipe and Fittings	\$108	\$671,004
15	3	EA	Service Connection	\$5,500	\$16,500
16	1	LS	Transition and Access Structures	\$40,000	\$40,000
17	1	LS	Upgrade Headgate Structure	\$90,000	\$90,000
18	2	AC	Hydroseed	\$6,000	\$12,000
Subtotal					\$1,410,500
Sales Tax				8.30%	\$117,100
Subtotal with Tax					\$1,527,600
Contingency				30.00%	\$458,300
Construction Total					\$1,985,900
Engineering				10.00%	\$198,600
Permitting - Chelan County				2.00%	\$39,700
Project Administration - Chelan County				3.00%	\$59,600
Project Total					\$2,283,800

NOTES:

(1) Opinion of cost prepared in May 2024. Actual construction costs will vary based on materials and labor costs at time of construction. Note that construction and materials costs have been extremely volatile since 2020 and are currently very difficult to accurately estimate.

(2) The Subtotal and Construction Total are rounded to the nearest \$100.

Exhibit A-2 Project Description

Proposed Project and Key Elements

The project includes replacement of the upstream 1.2 miles of canal, from the WCID fish screen to Chiwawa Loop Road, with a 36-inch diameter pipeline. Subject to design and construction changes, the pipeline project will consist of the following key elements:

- 36-inch diameter dual-walled corrugated polyethylene (CPE) pipe and fittings
- Access risers spaced approximately every 1,000 to 1,500 feet along the pipeline
- Turnout connections designed to provide water from the pipeline to two water users
- A reinforced concrete inlet structure with an integrated flume and staff gage
- A reinforced concrete structure that will transition flow from the proposed pipeline to two parallel 30-inch diameter culverts that convey water under Chiwawa Loop Road

WATER RIGHTS LEASE AGREEMENT

This Water Rights Lease Agreement ("Agreement") is entered into by and between Chelan County, a Washington State Municipal Corporation ("County/Lessor") and the Miller Orchard, LLC, a Washington limited liability company ("Lessee"), sometimes collectively referred to as the "Parties", or individually, a "Party".

RECITALS

A. The Lessor is expected to become the owner of a two-thirds portion of Washington State Surface Water Claim No. S4-057797CL and standby/reserve groundwater right non-additive to the surface water claim identified as Groundwater Water Claim No. G4-057798CL ("Lessor's Water Rights"). The Surface Water Claim No. S4-057797CL indicates a date of first use as 1913 and asserts the use of 3.585 Miner's inches and 36.57 acre-feet per year of water from Mission Creek for irrigation of 7.17 acres. The Groundwater Claim No. G4-057798CL indicates a date of first use as 1924 and asserts the use of 90 gallons per minute (gpm) and 34 acre-feet per year of water from a well located within the SW¼ NW¼ of Section 32, Township 23 N., Range 19 E.W.M. for irrigation of 8 acres.

B. This Agreement establishes the terms and conditions under which Lessee agrees to lease a portion of the Lessor's Water Rights for a one-year term, subject to completion by Lessor of purchase of the water rights and approval of that purchase by all interested parties.

AGREEMENT

1. Leased Water Rights. On terms and conditions stated in this Agreement, Lessor hereby leases to the Lessee that portion of the Lessor's Water Rights described as follows:

The "B" Portion (Chelan County portion) as described in Ecology's Record of Decision resulting from the pending change applications under Ecology identifiers CS4-057797CL and CG4-057798CL ("Leased Water Rights"). Quantities are estimated to be 22.37 acre-feet (15.99 acre-feet consumptive) and 0.0478 cfs (21.45 gpm) for the irrigation of 4.78 acres under S4-057797CL, and the associated non-additive portion of G4-057798CL amounting to 19.44 acre-feet (15.99 acre-feet consumptive) and 53.8 gpm for irrigation of 4.78 acres. Final quantities will be provided to the Lessee following Ecology's decision on the pending water right changes.

2. Temporary Nonuse Commitment. During the term of this Agreement, Lessor will not divert, withdraw, exercise, or use that portion of the Lessor's leased Water Rights that is available for sole benefit of the Lessee under this Agreement.

3. Period of Performance – Term of Lease. This Agreement takes effect on October 15, 2025 and shall continue for a term of one (1) irrigation season ending on December 31, 2026, unless terminated sooner as provided in this Agreement. If the Parties mutually agree, this Agreement may be extended for the same or a lesser quantity. At the expiration of the term and conclusion of the Agreement, the Lessor's Water Rights will revert to Lessor.

4. Payment by Lessee to Lessor. The lease rate shall be \$150.00 per year for each acre irrigated with leased water, or such other amount as agreed to between the Parties. For the year

Water Rights Lease Agreement

2026, Lessee shall be entitled to lease water for irrigation of 4 acres, with payment due for that year of Six Hundred and 00/100 Dollars (\$600.00). Each year, by January 31, Lessor shall notify Lessee of the water available for lease. By March 1 of each year, Lessee shall notify Lessor of the amount of water it will lease for that year. For each year that the Agreement is in effect, the Lessee will pay the lease payment to Lessor on or before March 31 of the relevant year, provided that the Lessor's water rights are still under an active development schedule.

5. Limitations of Leased Water Rights.

Use of the Leased Water Rights is limited to the area within the authorized place of use, and from the authorized points of diversion/withdrawal as described in the original water right authorizations under S4-057797CL and G4-057798CL.

6. Annual Meeting. For each year that the Agreement is in effect, the Parties will meet and confer after the end of the irrigation season and before year-end regarding Water Right and lease status, coordination and future planning.

7. Records Maintenance. The Lessee will maintain books, records, measurements, documents and other evidence of beneficial use of the Water Right and make the same available to the Lessor.

8. Termination For Cause. If for any cause, either Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either Party violates any of these terms and conditions, the aggrieved party shall give the other Party Notice of such failure or violation. The responsible Party shall be given the opportunity to correct the violation or failure within thirty (30) days. If the failure or violation is not corrected, this Agreement may be terminated by Notice of the aggrieved Party to the other Party.

9. Dispute Resolution. Parties to this Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the Parties, it shall be determined by a Dispute Board in the following manner. Each Party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the Parties hereto, unless restricted by law. The cost of resolution will be borne by each Party paying its own cost. The Parties may mutually agree to a different dispute resolution process.

10. Governing Law and Venue. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Chelan County.

Water Rights Lease Agreement

11. Assignment. This Agreement, and any claim arising thereunder, is not assignable or delegable by either Party in whole or in part without the express prior written consent of the other Party.

12. Waiver. A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement, unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the Parties.

13. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

14. Entire Agreement and Amendments. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. This Agreement may be amended by mutual agreement of the Parties.

15. No Third-Party Beneficiaries. The Parties expressly disclaim any intent to create any third-party beneficiaries, and nothing in this Agreement is intended to confer upon any person or entity other than the Parties hereto any rights, benefits, or obligations hereunder.

16. Notice and Project Management. "Notice" in this Agreement means a letter delivered by a Party to the other Party's Project Manager by electronic mail, first class US mail, or hand delivery. The Project Manager for each Party shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement. The designated Project Manager for each Party is:

Chelan County (Lessor):

Mike Kaputa
Director, Natural Resources Dept.
Chelan County
411 Washington Street, Suite 201
Wenatchee, WA 98801
Email:
Mike.Kaputa@CO.CHELAN.WA.US
Phone: 509-670-6935

Miller Orchards (Lessee)

Kameron Miller
215 EMIL LN
CASHMERE, WA, 98815
Email: kameronmiller16@hotmail.com
Phone: 509-630-1762

Water Rights Lease Agreement

A Party may change the Project Manager by Notice to the other Party.

17. Signature Authority. The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

CHELAN COUNTY

MILLER ORCHARD, LLC

By: _____
~~Mike Kaputa~~ Date
~~Director~~

By: [Signature] 6-26-26
Kameron Miller Date

CHELAN COUNTY:

By: _____

Name: _____

Title: _____

STATE OF Washington) ss.
COUNTY OF Chelan)

I certify that I know or have satisfactory evidence that Kameron Miller is the person who appeared before me, and that said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 12, 2026, 2025.



Diana Ramirez
Notary Public in and for the State of

Washington, residing at Chelan County

My appointment expires: Jan 24 2027

LESSOR:

By: _____

Water Rights Lease Agreement

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and that said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2025.

Notary Public in and for the State of

_____, residing at _____

My appointment expires: _____

Water Rights Lease Agreement

Name: _____

Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and that said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2025.

Notary Public in and for the State of

_____, residing at _____

My appointment expires: _____

Water Rights Lease Agreement

A Party may change the Project Manager by Notice to the other Party.

17. Signature Authority. The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

CHELAN COUNTY

MILLER ORCHARD, LLC

By: _____
Mike Kaputa
Director

Date

By: _____
Kameron Miller

Date

CHELAN COUNTY:

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have known the person who appeared before me, _____, on oath stated that he/she executed this instrument as a voluntary act of such party for the purposes and terms herein stated.

Dated: _____, 2025.

Notary Public in and for the State of _____

_____, residing at _____

My appointment expires: _____

LESSOR:

By: _____

SPONSOR/HCP TRIBUTARY COMMITTEE AGREEMENT

NASON CREEK RM 12 FLOODPLAIN RECONNECTION PROJECT AMENDMENT 2

1. **PARTIES:** The Sponsor/HCP Tributary Agreement was entered into by and between Chelan County Natural Resources and the Rocky Reach Habitat Conservation Plan Tributary Committee on November 2, 2023.
2. **TERM OF AGREEMENT:** The term of this Agreement shall be amended and extended through July 31, 2027. The final report to the Tributary Committee shall be submitted no later than July 31, 2027.
3. **TERMS:** All other terms and conditions of the Agreement shall remain in full force and effect.

This amendment was approved by the Rocky Reach Tributary. The approval letter dated September 22, 2026, is attached as reference.

CONTRACT FOR PERSONAL SERVICES BETWEEN CHELAN COUNTY AND STREAMLINE ENVIRONMENTAL

This Contract is made and entered into by and between Chelan County, Washington, hereinafter referred to as the "COUNTY" and the below named firm, hereinafter referred to as "CONTRACTOR".

CONTRACTOR:

Streamline Environmental
221 Norton Ave
Kimberley, BC, Canada
V1A 1Y1
Ph: 530-859-5216
E: alutes@streamline-env.ca

PURPOSE

The purpose of this contract is to provide on-call project management, design coordination, permitting, environmental compliance, and technical assistance for AWS projects, riparian and wetland restoration projects, and fish passage projects.

SCOPE OF WORK

Exhibit A, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the COUNTY and CONTRACTOR, and specific obligations of both parties. Streamline Environmental will provide services and otherwise do all things necessary for or incidental to the performance of work, as set forth in the Scope of Work contained in Exhibit B.

PERIOD OF PERFORMANCE

The period of performance under this contract will be from October 1, 2026, through September 30, 2027. The period of performance may be extended by written agreement of the parties.

COMPENSATION

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract shall not exceed One hundred and sixty-eight thousand, one hundred and twenty-two dollars and 00 cents. (\$168,122.00) inclusive of all costs (direct and indirect). CONTRACTOR'S compensation for services rendered shall be in accordance with the schedule set forth in Exhibit B, Budget and Scope.

EXPENSES

CONTRACTOR shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the COUNTY as reimbursable. Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel.

CONTRACTOR shall receive compensation for travel expenses at current state travel reimbursement rates.

BILLING PROCEDURES AND PAYMENT

COUNTY will pay CONTRACTOR upon acceptance of services provided and receipt of properly completed invoice vouchers with backup documentation, which shall be submitted to the Contract Manager not more often than monthly.

The invoices shall describe and document to the COUNTY'S satisfaction, a description of the work performed, the progress of the project and fees if expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expense in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by the COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract. No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the COUNTY.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

Contract Manager for CONTRACTOR is: Allison Lutes, Principal Consultant Streamline Environmental Ph: (530) 859-5216 E: alutes@streamline-env.ca	Contract Manager for COUNTY is: Mike Kaputa, Director Chelan County Natural Resources Department Phone: (509) 670-6935 E: Mike.Kaputa@co.chelan.wa.us
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ASSURANCE

COUNTY and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each of the exhibits listed below is hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and state of Washington statutes and regulations.
2. Special Terms and Conditions as contained in this basic contract instrument.
3. Exhibit A - General Terms and Conditions.
4. Exhibit B - Scope of Work.
5. Any other provision, term or material incorporated herein by reference.

ENTIRE AGREEMENT

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE

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

APPROVAL

The contract shall be subject to the COUNTY'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

This CONTRACT is signed by the people signing below, who warrant they have the authority to sign the contract.



Allison C. Lutes, Streamline Environmental
Date: 09/22/2026

Chelan County
Date:

EXHIBIT A

GENERAL TERMS AND CONDITIONS

DEFINITIONS - As used throughout this contract the following terms shall have the meaning set forth below:

"Agent" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.

"Contractor" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract and shall include all employees of the Contractor.

"County" shall mean Chelan County in the state of Washington, any division, section, office, unit or other entity of the County, or any of the officers or other officials lawfully representing that County.

"Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) in any tier.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers. Personal information includes "Protected Health Information" as set forth in 45 CFR § 164.501 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized people under either Chapter 42.56 RCW or other state and federal statutes.

ACCESS TO DATA –

The Contractor shall provide access to data generated under this contract to COUNTY and the state auditor at no additional cost. This includes access to all information that support the findings, conclusions, and recommendations of the Contractors' reports, including computer models and methodology for those models.

Contractor agrees to make personal information covered under this agreement available to County for inspection or to amend the personal information. Contractor shall, as directed by

County, incorporate any amendments to the personal information into all copies of such personal information maintained by the Contractor or its subcontractors.

ADVANCE PAYMENTS PROHIBITED –

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the County.

AMENDMENTS –

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336.

Also referred to as the "ADA"

28 CFR Part 35 - The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT –

Neither this Contract, nor any claim arising under this Contract, be transferred, or assigned by the Contractor without prior written consent of the County.

ATTORNEYS' FEES –

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION –

The Contractor shall not use or disclose any information concerning the County, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the County, or as may be required by law.

CONFLICT OF INTEREST –

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the County may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the County provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The

existence of fact upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

COPYRIGHT PROVISIONS –

Unless otherwise provided, all Material produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the County. The County shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns a right, title, and interest in Materials, including all intellectual property rights, to the County effective from the moment of creation of such Materials. Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or other sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to the County a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the County.

The Contractor shall exert all reasonable effort to advise the County, at the time of delivery of Materials furnished under this contract of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The County shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this contract. The County shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

COVENANT AGAINST CONTINGENT FEES –

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. The County shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DISPUTES –

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with Agent.

The request for a dispute hearing must:

- Be in writing.
- State the disputed issue.
- State the relative positions of the parties:
- State the contractor's name, address, and contract number; and
- Be mailed to the agent and the other party's (respondent's) contract manager within 3 working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working days.

The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period, if necessary, by notifying the parties. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

GOVERNING LAW –

This contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Chelan County.

INDEMNIFICATION –

The Contractor shall indemnify, defend, and hold harmless the County, its appointed and elective officials, employees, agents and volunteers from and against any and all losses, claims, injuries, liability, costs and expenses, including defense costs and legal fees, arising out of or resulting from the Consultant's negligent acts and the county shall defend, indemnify and hold harmless the Consultant from and against any and all losses, claims, injuries, liability, cost and expenses, including defense cost and legal fees, arising out of or in connection with the County's negligent acts. In the event the Contractor and the County are both negligent, each party shall be responsible in proportion to its negligence.

INDEPENDENT CAPACITY OF THE CONTRACTOR –

The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of the County. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the county or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

INDUSTRIAL INSURANCE COVERAGE –

The Contractor shall comply with the provisions of Title 51 RCW, industrial insurance. If the Contractor fails to provide industrial insurance coverage, if required, or fails to pay premiums or penalties on behalf of its employees as may be required by law,

County may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The County may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the County under this contract and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I rights to collect from the Contractor.

LICENSING, ACCREDITATION AND REGISTRATION –

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary for the performance of this contract.

LIMITATION OF AUTHORITY –

Only the Agent or the Agent's delegate, authorized in writing prior to the action, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS –

In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the County. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

NONDISCRIMINATION –

During the performance of this contract the Contractor shall comply with all federal and state nondiscrimination laws, regulations, and policies.

OVERPAYMENTS AND ASSERTION OF LIEN –

If the County establishes overpayments or erroneous payments made to the Contractor under this contract, the County may secure repayment, plus interest, if any through the filing of a lien against the Contractor's real property or by requiring the posting of a bond, assignment of deposit or some other form of security acceptable to the County or by doing both.

PRIVACY –

Personal information collected, used, or acquired in connection with this contract shall be used solely for the purposes of this contract. The contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized people's personal information without the express written consent of the County or as provided by law. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to personal information.

The County reserves the right to monitor, audit or investigate the use of personal information collected, used, or acquired by the contractor through this contract. The contractor shall certify the return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information; The Contractor agrees to indemnify and hold harmless the County for any damages related to the Contractor's unauthorized use of personal information.

PUBLICITY –

The Contractor agrees to submit to the County all advertising and publicity matters relating to this Contract wherein the County's name is mentioned, or language used from which the connection of the County's name may in the County's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the County.

RECORDS MAINTENANCE-

The Contractor shall maintain books, records, documents, data, and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. The contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all-reasonable times to inspection, review or audit by the County, personnel duly authorized by the County, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE –

The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

RIGHT OF INSPECTION –

The Contractor shall provide right of access to its facilities to the County, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

The Contractor shall make available information necessary for County to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used because of this contract shall be made available to County and the U.S. Secretary of the Department of Health and Human Services, upon request.

SAFEGUARDING OF INFORMATION –

The Contractor shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

The Contractor shall protect Personal Information collected, used, or acquired in connection with this Contract against unauthorized use, disclosure, modification, or loss. The Contractor shall ensure its directors, officers, employees, subcontractors, or agents use it solely for the purposes of accomplishing the services set forth in this agreement. The Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons, without the express written consent of COUNTY or as otherwise required by law. The Contractor agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form. The Contractor shall make the Personal Information available to amend as directed by County and incorporate any amendments into all the copies maintained by the Contractor or its Subcontractors.

The Contractor shall certify its return or destruction upon expiration or termination of this Contract and the Contractor shall retain no copies. If the Contractor and County mutually determine that return or destruction is not feasible, the Contractor shall not use the Personal Information in a manner other than those permitted or required by state and federal laws.

County reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing, or investigating may include, but is not limited to, "salting" by county. Salting is the act of introducing data containing unique but false information that can be used later to identify inappropriate disclosure of data. The Contractor shall notify County in writing within 5 working days of becoming aware of any unauthorized access, use or disclosure. The contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Contractor agrees to indemnify and hold harmless County for any damages related to unauthorized use or disclosure by the Contractor, its officers, directors, employees, subcontractors, or agents.

Any breach of this clause may result in termination of the contract and a demand for the return of all Personal Information.

SAVINGS –

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the County may terminate the contract under the "termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the County's discretion under those new funding limitation and conditions.

SEVERABILITY –

The provisions of this contract are intended to be severable, if any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SITE SECURITY-

While on County premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

SUBCONTRACTING –

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the County. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the County for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this agreement are carried forward to any subcontracts Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the County or as provided by law.

TAXES –

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

TERMINATION FOR CAUSE –

In the event the County determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the County has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, the County shall

notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Contract may be terminated or suspended. The County reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the County to terminate the Contract. A termination shall be deemed

to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default or (2) failure to perform was outside of his or her control, fault, or negligence. The rights and remedies of the County provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

TERMINATION FOR CONVENIENCE –

Except as otherwise provided in this contract, the County or Contractor may, with 15 days' written notice, beginning on the second day after the mailing, terminate this contract in whole or in part. If this contract is terminated, the County shall be liable only for the payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURES –

Upon termination of this contract, the county, in addition to any other rights provided in this contract, may require the Contractor to deliver to the County any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer. The County shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the County, and the amount agreed upon by the Contractor and the County for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the County, and (iv) the protection and preservation of property, unless the termination is for default in which case the Agent shall determine the extent of the liability of the County. Failure to agree with such a determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The county may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect the County against potential loss or liability.

The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

- Stop working under the contract on the date, and to the extent specified, in the notice.
- Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated
- Assign to the County, in the manner, at the times and to the extent directed by the Agent, all the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause.
- Transfer title to the County and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to the County.
- Complete performance of such part of the work as shall not have been terminated by the Agent; and
- Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the County has or may acquire interest.

TREATMENT OF ASSETS

Title of all property furnished by the County shall remain in the County. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the County upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the County upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the County in whole or in part, whichever first occurs.

Any property of the County furnished to the Contractor shall, unless otherwise provided herein or approved by the County, be used only for the performance of this contract.

The Contractor shall be responsible for any loss or damage to property of the County which results from the negligence of the Contractor, or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

If any County property is lost, destroyed, or damaged, the Contractor shall immediately notify the County and take all reasonable steps to protect the property from further damage.

The Contractor shall surrender to the County all property of the County prior to settlement upon completion, termination, or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents, or Subcontractors.

WAIVER –

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by authorized representative of the County.



Exhibit B: 2026-2027 CONSULTING SERVICES AGREEMENT

SCOPE OF WORK AND BUDGET

This exhibit provides the proposed scope of work, task budgets, and billing rate for consulting services by Streamline Environmental in support of Chelan County Natural Resources Department (CCNRD). It is intended to accompany and be incorporated into the County's personal services contract for the performance period of October 1, 2026 through September 30, 2027.

Streamline Environmental will provide services on an as-needed basis at the direction of CCNRD. Services may include salmon recovery planning, project management and development, funding support, environmental permitting and compliance, wetland and ordinary high-water mark (OHWM) technical work, scientific monitoring, technical reporting, agency coordination, and construction-phase environmental support.

The proposed hourly rate is \$97.00 per hour. The labor budget is not to exceed \$160,632, representing up to 1,656 hours of professional services, including authorized project-related travel time. Reasonable, pre-approved direct expenses, including project mileage, lodging, and per diem, will be reimbursed in addition to the labor budget in accordance with applicable Chelan County and Washington State rates, with an estimated total of \$7,490.00. The total contract amount, inclusive of labor and reimbursable direct expenses, shall not exceed \$168,122.00 without prior written authorization and, where required, a contract amendment.

Chelan County

Streamline Environmental

Name/Title: _____

Name/Title: Allison C. Lutes / Principal Ecologist

Signature: _____

Signature: _____

Date: _____

Date: _____

2026-2027 Scope of Work

Task	Task / Scope	Est. Hours	Task Budget
1	Project Development & Grant Funding Development • Program-level planning and coordination in support of CCNRD salmon recovery, restoration, and capital project programs. • Early-stage project development, including project identification, feasibility discussions, scope development, budgeting, scheduling, and implementation planning. • Development and refinement of project concepts, priorities, work plans, and funding strategies. • Grant and funding proposal support, technical review, and progress reporting. • Attendance at Habitat Committee meetings, WHSC meetings when applicable, and internal grant-specific planning meetings	97	\$9,409
2	Upper Wenatchee Pilot Aquatics - Aquatic Organism Passage (AOP) Projects • Environmental compliance and project support for Upper Wenatchee aquatic organism passage projects. • Coordinate and support development of alternatives analyses for additional AOP projects in the Upper Wenatchee Pilot Project (UWPP). • C-1 Deep Creek construction/closeout support as needed; C-17 Clear Creek design, permitting, and construction planning; coordination with USFS and regulatory agencies.	180	\$17,460

Task	Task / Scope	Est. Hours	Task Budget
3	Upper Wenatchee Pilot Aquatics AWR & Low-Tech Restoration Projects • Project development, field assessments, design-team support, permitting, and environmental compliance for Brush Creek, Big Meadow, Deep Creek low-tech restoration, and related Upper Wenatchee projects. • Wetland/OHWM work and agency coordination where required.	180	\$17,460
4	FEMA Watershed Floodplain Restoration & Camas Meadows • Continued NEPA and environmental compliance support for FEMA-funded watershed/floodplain restoration sites and Camas Meadows Phase 2. • Wetland/OHWM technical documentation; U.S. Army Corps of Engineers (Corps), Section 401 Water Quality Certification, Hydraulic Project Approval (HPA), and Endangered Species Act (ESA) support; design-team coordination, agency responses, and construction-readiness support.	97	\$9,409
5	Entiat Riparian • Middle Entiat riparian/wetland monitoring and reporting; Salmon Recovery Funding Board (SRFB) riparian planting coordination and implementation support. • Entiat alluvial water storage project development, model development and technical support, and associated environmental review or permitting support. • Entiat Centennial Riparian Planting Plan and oversight support.	97	\$9,409
6	Project-Specific Environmental Permitting, Wetland/OHWM & Compliance Support • Chiwawa Area E – wetland/OHWM technical support. • Niebuhr Culvert Replacement – wetland delineation reporting and permitting support. • Wenatchee Chiwawa Irrigation District – wetland reporting and permitting support. • FBRB Eagle Creek Barriers – wetland reporting and associated technical support. • East Fork Mission – wetland technical memorandum. • Mission Creek Barriers – wetland reporting and OHWM integration. • IPID Pump Exchange– permitting coordination and development. • Alpine Lakes Dam Safety Improvements - permitting support. • Eightmile Lake – permitting and environmental compliance support. • Dry Creek – permitting development and coordination. • Merry Canyon and Siegel – wetland and permitting support. • Yaksum Irrigation District - piping permitting support. • Solazzi Permitting Support. • Cashmere Boat Ramp – permitting support associated with project redesign.	915	\$88,755
7	General Environmental Permitting & Compliance Support • Environmental permitting and regulatory compliance support for CCNRD projects not otherwise identified under a specific task in this scope. • Wetland and OHWM investigations, delineations, technical memoranda, and reporting. • Preparation and coordination of permit applications and supporting documentation, including Joint Aquatic Resources Permit Application (JARPA), HPA, Corps, Section 401 Water Quality Certification, ESA, State Environmental Policy Act (SEPA), shoreline, floodplain, and other applicable local, state, or federal approvals. • Agency coordination, permit responses, design review, environmental compliance documentation, and construction-readiness support. • Other related environmental permitting and compliance services requested by CCNRD.	90	\$8,730
TOTAL LABOR BUDGET		1,656	\$160,632

Travel Estimate				
<u>Project</u>	<u>Days</u>	<u>Lodging (planning rate: \$110/night)</u>	<u>Meals & Incidentals (\$68/day)</u>	<u>Mileage (1,000 mi @ \$0.76)</u>
Entiat - Riparian	5	\$550.00	\$340.00	\$760.00
Upper Wenatchee Pilot - AOP	5	\$550.00	\$340.00	\$760.00
Upper Wenatchee Pilot - Aquatics	10	\$1,100.00	\$680.00	\$760.00
Task 6 site visits	5	\$550.00	\$340.00	\$760.00
SUB-TOTAL	25	\$2,750.00	\$1,700.00	\$3,040.00
TOTAL				\$7,490.00

Task 6 - Breakdown		
<u>Projects</u>	<u>Hours</u>	<u>Sub-total</u>
Chiwawa Area E – wetland/OHWM technical support.	37	\$ 3,589.00
Niebuhr Culvert Replacement – wetland delineation reporting and permitting support.	73	\$ 7,081.00
Wenatchee Chiwawa Irrigation District – wetland reporting and permitting support.	101	\$ 9,797.00
FBRB Eagle Creek Barriers – wetland reporting and associated technical support.	37	\$ 3,589.00
East Fork Mission – wetland technical memorandum.	37	\$ 3,589.00
Mission Creek Barriers – wetland reporting and OHWM integration.	37	\$ 3,589.00
Yaksum Irrigation District - piping permitting	73	\$ 7,081.00
IPID Pump Exchange – permitting coordination and development.	81	\$ 7,857.00
Alpine Lakes Dam Safety Improvements – permitting	62	\$ 6,014.00
Eightmile Lake – permitting and environmental compliance support.	73	\$ 7,081.00
Dry Creek – permitting development and coordination.	37	\$ 3,589.00
Merry Canyon and Siegel – wetland and permitting support.	32	\$ 3,104.00
Solazzi Permitting Support	91	\$ 8,827.00
Cashmere Boat Ramp – permitting support associated with project redesign.	144	\$ 13,968.00
TOTAL	915	\$88,755.00

Budget and Administrative Notes:

- Estimated hours are planning values stated in whole hours and rounded down to the nearest whole hour. Task budgets are calculated at the approved \$97.00 hourly rate. Streamline Environmental will bill only for actual hours worked at the approved hourly rate. Individual task budgets are labor planning allocations. With written CCNRD authorization, labor hours and associated budget may be shifted among tasks, provided the total labor budget of \$160,632 is not exceeded.
- Project-related travel time is billable at the approved hourly rate. Billable travel includes reasonable round-trip travel time between Streamline Environmental's home office and project sites, field locations, meetings, or other destinations necessary to perform authorized work. Travel time will be charged to the applicable project task.
- Mileage associated with project-related travel, including reasonable round-trip mileage between Streamline Environmental's home office and project sites, field locations, meetings, or other destinations necessary to perform authorized work, will be reimbursed in addition to the labor budget at the then-current applicable mileage rate approved by Chelan County and Washington State.

- Reasonable, pre-approved lodging, meals and incidental expenses (per diem), and other approved travel expenses will be reimbursed in addition to the labor budget at the then-current rates approved by Chelan County and Washington State, as applicable. Lodging will be reimbursed at actual cost up to the applicable approved lodging rate unless otherwise authorized by CCNRD.
- Streamline Environmental will invoice CCNRD monthly for professional services performed and reimbursable expenses incurred during the preceding billing period.
- Work materially outside the scope described herein, or work that would cause either the total authorized labor budget of \$160,632 or the total contract amount of \$168,122 to be exceeded, will require prior written authorization from CCNRD and, where applicable, a contract amendment.

Contract # WAT26-27-03
Document Title: Professional Services Contract
Grantor: Upper Columbia Salmon Recovery Board
Grantee: Chelan County Natural Resource Department

**PROFESSIONAL SERVICES CONTRACT BETWEEN
THE UPPER COLUMBIA SALMON RECOVERY BOARD
and
THE CHELAN COUNTY NATURAL RESOURCE DEPARTMENT**

This Contract (hereafter "Contract") is made this day by and between the Upper Columbia Salmon Recovery Board, (hereafter the "UCSRB") and the Chelan County Natural Resource Department, (hereafter the "CCNRD").

It is the purpose of this Contract to provide for the following services to be provided by the CCNRD to the UCSRB:

See Scope of Work, attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the promises, terms and conditions set forth below, the parties hereby agree as follows:

ARTICLE I - THE CONTRACT DOCUMENTS

1.1 The Contract Documents for this Contract consist of this Contract and the following Exhibits attached hereto and incorporated by this reference:

Exhibit "A" - Scope of Work
Exhibit "B" - Budget
Exhibit "C" - Special Terms and Conditions

ARTICLE II - PERIOD OF PERFORMANCE

2.1 The term of this Contract shall commence on October 01, 2026 and expire on September 30, 2027. Either party may terminate this Contract, without cause, on thirty (30) days prior written notice to the other party.

ARTICLE III - COMPENSATION

3.1 The compensation to be paid by the UCSRB to the CCNRD and the terms for payment of such compensation are set forth at Special Terms and Conditions, Exhibit "C," and project tracked through Exhibit "B."

ARTICLE IV - INSURANCE

4.1 Insurance Required. The CCNRD shall, at its own expense, obtain and continuously maintain the following insurance during the terms of agreement with such insurer or insurers as shall be acceptable to the UCSRB:

General commercial liability insurance in an amount not less than a single limit of \$1,000,000 for bodily injury and \$250,000 for property damage per occurrence.

Worker's compensation and employer's liability insurance as may be required by applicable law.

ARTICLE V - HOLD HARMLESS

5.1 Each party shall, to the extent of its comparative negligence and proportionate liability, hold the other party, its departments, elected and appointed officials, employees and agents, harmless from and against any and all claims, damages, losses and expenses for any bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting therefrom, which are alleged or proven to be caused in whole or in part by a negligent act or omission of the party, its officers, directors, and employees.

ARTICLE VI - PERFORMANCE OF CONTRACT

6.1 Licensing and Accreditation. The CCNRD shall comply with all federal, state and local licensing and accreditation requirements applicable to the performance of this Contract.

6.2 Compliance with All Laws. The CCNRD shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Contract, including without limitation all those pertaining to wages and hours, confidentiality, disabilities and discrimination.

6.3 Maintenance and Audit of Records. The CCNRD shall maintain books, records, documents and other materials relevant to its performance and compensation under this Contract, which sufficiently and accurately reflect any and all direct costs and expenses incurred or paid in the course of performing this Contract. These records shall be subject to inspection, review and audit by the UCSRB or its designee, the Washington State Auditor's Office, and authorized federal agencies. The CCNRD shall retain all such books, records, documents and other materials for five (5) years following the completion of its performance under this Contract and any extension. Full access and examination to these Contract-related records shall be granted by the CCNRD within such five (5) years.

6.4 Assets Furnished or Financed. Title to any and all property or other assets financed by or furnished through the UCSRB shall remain in the name of the respective UCSRB and shall be used exclusively by the CCNRD for its performance of this Contract.

6.5 Rights in Data and Work Product. Unless otherwise agreed upon by the parties in writing, all data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, educational courses and materials and other work product which originates from the CCNRD's performance of this Contract shall be "works for hire" and shall be the property of the UCSRB.

6.6 Improper Influence. The CCNRD agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining or extending this Contract. The CCNRD agrees, warrants and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining or extending this Contract.

6.7 Debarment Certification for Federally Funded Projects. The CCNRD certifies to the UCSRB that neither they nor their sub-contractors are suspended or debarred. Any contractor or sub-contractor of any contractor or sub-contractor from the CCNRD certifies to the CCNRD directly.

ARTICLE VII - DISPUTES

7.1 Time. Time is of the essence of this Contract.

7.2 Contract Representative. The UCSRB and the CCNRD each hereby designate the person who has the authority and responsibility for administering this Contract. All notices regarding the performance or interpretation of this Contract shall be served on the following persons:

For the UCSRB:
Amanda Ward, Executive Director
UCSRB
123 Easy St.
Wenatchee, WA 98801

For the CCNRD:
Mike Kaputa, Director
Chelan County Natural Resource Dept.
411 Washington St., Ste. 201
Wenatchee, WA 98801

7.3 Legal Notices. Legal notices relating to this Contract shall be delivered via USPS certified mail, postage pre-paid, as follows:

For the UCSRB:
Amanda Ward, Executive Director
UCSRB
123 Easy St.
Wenatchee, WA 98801

For the CCNRD:
Mike Kaputa, Director
Chelan County Natural Resource Dept.
411 Washington St., Ste. 201
Wenatchee, WA 98801

7.4 Conflict. In the event of a disagreement between the parties in interpreting this Contract, or in the event of a conflict among the terms and conditions of this Contract and federal, state or local law, the inconsistency shall be resolved by giving precedence

of interpretation in the following order:

1. Applicable federal case law, statutes and regulations; then
2. Applicable Washington case law, statutes and regulations; then
3. The terms and conditions of this Contract; then
4. The terms and conditions of the Statement of Work; then
5. Any other terms and conditions of this Contract attached hereto or otherwise incorporated by reference.

7.5 Waiver Limited. A waiver of any term or condition of this Contract must be in writing and signed by the party. Any express or implied waiver of a term or condition of this Contract shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

7.6 Compliance Review Process and Corrective Action. In the event of CCNRD's non-compliance with any term or condition of this Contract, the UCSRB may provide written notice to the CCNRD of its non-compliance. The CCNRD shall have thirty (30) days from receipt of such written notice to implement fully corrective action and to provide adequate assurances of continuing future compliance: provided, that the CCNRD shall have only three (3) business days to demonstrate its compliance and to provide adequate assurances if the non-compliance presents a clear violation of federal or state laws, rules or regulations specifically found to be of imminent concern and requiring immediate corrective action, a breach of the time limits for performance under this Contract, or an imminent loss of federal or state funding of this Contract. In the event the CCNRD fails to take fully corrective action and to provide adequate assurances of future full compliance, the UCSRB may elect to immediately terminate this Contract on written notice to the CCNRD.

7.7 Dispute Resolution. Disputes, other than those which relate to non-compliance requiring only a three (3) day notice pursuant to the preceding subparagraph, shall be mediated and, if mediation is unsuccessful, then submitted to advisory arbitration by a single mutually agreed-upon arbitrator.

7.8 Property Return on Termination. Upon the expiration or termination of this Contract, the CCNRD shall return to the UCSRB any property of the UCSRB used by the CCNRD towards the performance of this Contract.

7.9 Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, each party shall pay its own attorney's fees and other costs incurred in that action, arbitration or proceeding.

ARTICLE VIII - GENERAL PROVISIONS

8.1 **Assignment.**

- (a) This Contract is personal to the CCNRD. The CCNRD may not assign its rights or delegate its duties under this Contract, whether by assignment, further contract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Contract.
- (b) The CCNRD shall not subcontract any work without prior approval of the UCSRB, except work specifically agreed upon at the time of the Contract. The UCSRB reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the Contract shall not relieve the CCNRD of any responsibility under the Contract.

8.2 **Entire Contract.** This Contract constitutes the entire agreement between the UCSRB and the CCNRD regarding the subject matter at issue. There are no understandings or agreements between UCSRB and the CCNRD other than those set forth in this Contract and in the Exhibits. No other statement, representation or promise has been made to induce either party to enter into this Contract.

8.3 **Modification.** This Contract may not be amended, supplemented or otherwise modified unless expressly set forth in a written agreement signed by authorized representatives of the parties.

8.4 **Invalid Provisions.** The invalidity or unenforceability of any particular term or provision of this Contract shall not affect the validity or enforceability of any other term or provision and this Contract shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

8.5 **Loss of Funding.** In the event that government funding for the Board is discontinued, withdrawn or reduced to a level that materially impacts the Board's operations, the Board shall have the right to terminate this Agreement by providing a written notice to CCNRD. Upon receipt of such notice, CCNRD shall cease all work related to this Agreement and shall, within the timeframe specified by the Board, provide a final report of activities undertaken and submit a final invoice for expenses incurred up to the effective date of termination. The Board shall not be liable for any expenses incurred or commitments made by CCNRD after the termination date.

8.6 **Termination for Convenience.** UCSRB may terminate the Contract in whole, or from time to time in part, whenever UCSRB determines that such termination is in the best interests of UCSRB. If the contract, or any portion thereof, is terminated for convenience, CCNRD shall be compensated for Work actually completed, direct costs necessarily and actually incurred by CCNRD in anticipation of performing the Work that has been deleted or terminated, provided that in no event shall the total payment exceed the total Contract price as modified by approved change orders less those amounts paid to CCNRD before the effective date of the termination.

SIGNATURES

UPPER COLUMBIA SALMON RECOVERY BOARD

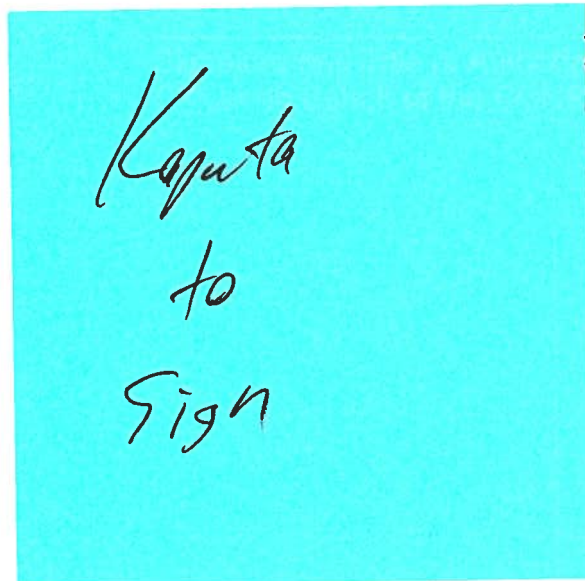


DATED: 9/29/2026

Amanda Ward, Executive Director
on Behalf of the UCSRB

CHELAN COUNTY NATURAL RESOURCE DEPARTMENT

DATED: _____



Koputa
to
Sign

ed
D

EXHIBIT “A”

SCOPE OF WORK

October 01, 2026 – September 30, 2027

Watershed Action Teams working within the Upper Columbia assist in updating the Recovery Plan’s implementation schedule of actions, to ensure a coordinated and sequenced implementation of recovery actions in their respective watershed consistent with the region’s scientific guidance, and to engage in the process to adaptively manage the Recovery Plan with the UCSRB staff. As part of administering the Wenatchee Watershed Action Team (Wenatchee Habitat Sub-Committee), CCNRD will:

1. Hold between at least four (4) meetings of the Wenatchee WAT, as necessary, with corresponding agendas and summaries.
 - a. Identify habitat project implementation gaps in priority areas and work with Wenatchee WAT representatives to address identified gaps and potential local community concerns with implementation measures.
 - b. Work with UCSRB staff, the Lead Entity Coordinator, and salmon recovery partners before each meeting to develop relevant agenda items. Include a standing UCSRB agenda topic on each agenda.
 - c. Generate succinct meeting summaries that identify relevant discussions, decisions, and follow-up actions for distribution following the meetings.
2. Attend, participate, and provide updates to the Implementation Team (IT), the Regional Technical Team (RTT), and relevant subcommittee meetings as required to assist in regional coordination, habitat project prioritization, and implementation of the Upper Columbia Salmon Recovery Plan.
3. Annually provide data to the UCSRB with which to update the Salmon Recovery Portal in a consistent format as described by the UCSRB for use in development of the UC Implementation Schedule and other reporting products.
 - a. Ensure annual reporting by project sponsors of information related to projects completed within the previous calendar year and projects planned for the upcoming four years to the UCSRB for input into the Salmon Recovery Portal database and coordinate review of such information.
 - b. Through the Watershed Action Team, annually review and update the draft Implementation.
4. Maintain a distribution list, and distribute information, including meeting invites, meeting summaries, events, job announcements, and other relevant information, among participants.
5. Provide with each invoice a report of activities by task for the invoice period.

EXHIBIT "B"

BUDGET

October 01, 2026 to September 30, 2027

<i>Task</i>	Annual Budget
Wenatchee WAT Support - Chelan County Natural Resources Dept See Exhibit "A"	\$10,500
TOTAL (Not to exceed):	\$10,500

EXHIBIT "C"

SPECIAL TERMS AND CONDITIONS

PAYMENT

1. Request for Reimbursement of Expenses.

- (a) The CCNRD shall provide a report of activities by task for the invoice period, along with a detailed Request for Reimbursement detailing all actual expenses incurred by CCNRD to perform the services set forth in Exhibit "A" – Scope of Work and Exhibit "B" – Budget. Such actual expenses shall include, without limitation, all labor, including employer taxes and benefits, subcontractors (if preapproved), photocopying, and supplies.
- (b) Expenses for the following items may be reimbursed with prior approval from the UCSRB:
 - Travel, lodging, meals, and incidentals,
 - Meeting or field trip-related beverages and snacks, and
 - Indirect expenses at a rate agreed upon by both parties to the contract.
- (c) Conference fees and other expenses for training shall not be reimbursed.
- (d) Each Request for Reimbursement shall be sent monthly to Finance@ucsrb.org or the UCSRB at Attn: Shelly McMullen, 123 Easy St., Wenatchee, WA 98801.

2. Payment to the CCNRD.

The UCSRB shall pay the CCNRD within sixty (60) days after receipt of each detailed Request for Reimbursement. Payments shall be sent to the CCNRD, Attn: Chelan County Natural Resource Department, 401 Washington St., Ste. 201, Wenatchee, WA 98801.

3. Maximum Reimbursement.

The total reimbursement paid to the CCNRD during the term of this Contract shall not exceed \$10,500 for the period October 01, 2026 – September 30, 2027.

4. The CCNRD's federal tax identification number is 91-6001297.

Signature:

Email: mike.kaputa@co.chelan.wa.us

**CONSULTANT AGREEMENT: Between
RLR Cultural Resources LLC (RLR) Archaeological Consulting
and Chelan County Natural Resource Department**

CONSULTING CONTRACT

THIS AGREEMENT is made as of *September 21, 2026* between CHELAN COUNTY NATURAL RESOURCE DEPARTMENT and RLR CULTURAL RESOURCES LLC (RLR) regarding the **Nason Kahler Confluence Project, Chelan County, WA.**

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

TERMS AND CONDITIONS

1. Services. RLR agrees to perform for Chelan County Natural Resource Department the services listed in the Scope of Services section in Exhibit A, attached hereto and executed by both Chelan County Natural Resource Department and RLR. Such services are hereinafter referred to as “Services.” Chelan County Natural Resource Department agrees that RLR shall have ready access to Chelan County Natural Resource Department’s staff and resources as necessary to perform the RLR’s services provided for by this contract.

2. Compensation for Services. Chelan County Natural Resource Department agrees to pay RLR for Services for the price not to exceed **\$7,346 for the Project** and executed by both Chelan County Natural Resource Department and RLR. The total amount of this contract is for regulatory survey of **one** location. This amount includes the survey location and report as stipulated in the attached scope.

3. Invoicing. Chelan County Natural Resource Department shall pay the amounts agreed to herein upon receipt of invoices which shall be sent by RLR, and Chelan County Natural Resource Department shall pay the amount of such invoices to RLR.

4. Confidential Information. Each party hereto (“Such Party”) shall hold in trust for the other party hereto (“Such Other Party”), and shall not disclose to any non-party to the Agreement, any confidential information of such Other Party. Confidential information is information which relates to Such Other Party’s research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer systems design and programming. RLR hereby acknowledges that during the performance of this contract, the RLR may learn or receive confidential Chelan County Natural Resource Department information and therefore RLR hereby confirms that all such information relating to the Chelan County Natural Resource Department’s business will be kept confidential by the RLR, except to the extent that such information is required to be divulged to the RLR’s clerical or support staff or associates in order to enable RLR to perform RLR’s contract obligation.

5. Staff. RLR is an independent contractor and neither RLR nor RLR's staff is or shall be deemed to be employed by Chelan County Natural Resource Department. Chelan County Natural Resource Department is hereby contracting with RLR for the services described on Exhibit A and RLR reserves the right to determine the method, manner and mean by which the services will be performed. RLR is not required to perform the services during a fixed hourly or daily time and if the services are performed at the Chelan County Natural Resource Department's premises, then RLR's time spent at the premises is to be at the discretion of the RLR; subject to the Chelan County Natural Resource Department's normal business hours and security requirements. RLR hereby confirms to Chelan County Natural Resource Department that Chelan County Natural Resource Department will not be required to furnish or provide any training to RLR to enable RLR to perform services required hereunder. The services shall be performed by RLR or RLR's staff, and Chelan County Natural Resource Department shall not be required to hire, supervise or pay any assistants to help RLR who performs the services under this agreement. RLR shall not be required to devote RLR's full time nor the full time of RLR's staff to the performance of the services required hereunder, and it is acknowledged that RLR has other Chelan County Natural Resource Department projects and RLR offers services to the general public. The order or sequence in which the work is to be performed shall be under the control of RLR. Except to the extent that the RLR's work must be performed on or with Chelan County Natural Resource Department's computers or Chelan County Natural Resource Department's existing software, all materials used in providing the services shall be provided by RLR. RLR's services hereunder cannot be terminated or cancelled short of completion of the services agreed upon except for RLR's failure to perform the contract's specification as required hereunder and conversely, subject to Chelan County Natural Resource Department's obligation to make full and timely payment(s) for RLR's services as set forth in Exhibit A, RLR shall be obligated to complete the services agreed upon and shall be liable for non-performance of the services to the extent and as provided in Paragraph 10 hereof. Chelan County Natural Resource Department shall not provide any insurance coverage of any kind for RLR or RLR's staff, and Chelan County Natural Resource Department will not withhold any amount that would normally be withheld from an employee's pay. RLR shall take appropriate measures to insure that RLR's staff is competent and that they do not breach Section 4 here of. Each of the parties hereto agrees that, while performing Services under this Agreement, and for a period of six (6) months following the termination of this Agreement, neither party will, except with the other party's written approval, solicit or offer employment to the other party's employees or staff engaged in any efforts under this Agreement.

6. Use of Work Product. Except as specifically set forth in writing and signed by both Chelan County Natural Resource Department and RLR, RLR shall have all copyright and patent rights with respect to all materials developed under this contract, and Chelan County Natural Resource Department is hereby granted a non-exclusive license to use and employ such materials within the Chelan County Natural Resource Department's business.

7. Chelan County Natural Resource Department Representative. Bryan Maloney shall represent the Chelan County Natural Resource Department during the performance of this contract with respect to the services and deliverables as defined herein and has authority to execute written modifications or additions to this contract as defined in Section 14.

8. Disputes. Any disputes that arise between the parties with respect to the performance of this contract shall be submitted to binding arbitration by the American Arbitration Association, to be determined and resolved by said Association under its rules and procedures in effect at the time of submission and the parties hereby agree to share equally in the costs of said arbitration.

- The final arbitration decision shall be enforceable through the Chelan County Superior Court. In the event that this arbitration provision is held unenforceable by any court of competent jurisdiction, then this contract shall be as binding and enforceable as if this section 8 were not a part hereof.

10. Liability. RLR warrants to Chelan County Natural Resource Department that the material, analysis, data, programs and services to be delivered or rendered hereunder, will be of the kind and quality designated and will be performed by qualified personnel. Special requirements for format or standards to be followed shall be attached as an additional Exhibit and executed by both Chelan County Natural Resource Department and RLR. RLR makes no other warranties, whether written, oral or implied, including without limitation, warranty of fitness for purpose or merchantability. In no event shall RLR be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to RLR in advance or could have been reasonably foreseen by RLR, and in the event this limitation of damages is held unenforceable then the parties agree that by reason of the difficulty in foreseeing possible damages all liability to Chelan County Natural Resource Department shall be limited to One Hundred Dollars (\$100.00) as liquidated damages and not as a penalty.

11. Laws RLR shall comply with all federal, State, and local laws and ordinances applicable to the work to be done under this agreement. - This Agreement shall be construed in accordance with the laws of the Chelan County Superior Court.

12. Indemnity RLR shall indemnify and hold Chelan County Natural Resource Department and the State of Washington and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from RLR's negligence or breach of any of its obligations under this agreement; provided that nothing herein shall require RLR to indemnify Chelan County Natural Resource Department or the State of Washington, their agents officers or employees; and provided further that if the claims or suits are caused by or a result from the concurrent negligence of (a)RLR, its agents or employees, and (b) Chelan County Natural Resource Department and the State of Washington, their agents officers and employees, this indemnity provision, with respect to (1) claims or suits based upon such negligence (2) the costs to Chelan County Natural Resource Department or the State of

Washington of defending such claims or suits based upon such negligence (2) the costs to Chelan County Natural Resource Department or the State of Washington of defending such claims shall be valid and enforceable only to the extent of RLR's negligence or the negligence of RLR's agents or employees

13. Relation: RLR's relation to Chelan County Natural Resource Department shall be at all times an independent contractor

14. Insurance

A. Professional Liability Insurance or Miscellaneous Professional Liability Insurance: Consultant agrees to procure and maintain professional liability insurance or miscellaneous professional liability Insurance with a limit not less than **\$1,000,000**.

B. Business Automobile Liability Insurance: Consultant shall maintain business automobile liability insurance or equivalent form with a limit of not less than **\$1,000,000** for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

C. Worker's Compensation Insurance: Consultant shall procure and maintain workers' compensation and employers' liability insurance as required by Washington law.

15. Complete Agreement. This agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of RLR by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Chelan County Natural Resource Department acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

16. Applicable Law. RLR shall comply with all applicable laws in performing Services but shall be held harmless for violation of any governmental procurement regulation to which it may be subject but to which reference is not made in Exhibit A. This Agreement shall be construed in accordance with the laws of the Chelan County Superior Court

17. Scope of Agreement. If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

18. Additional Work. After receipt of an order which adds to the Services, RLR may, at its discretion, take reasonable action and expend reasonable amounts of time and money based on such order. Chelan County Natural Resource Department agrees to pay RLR for

such action and expenditure as set forth in Exhibit B of this Agreement for payments related to Services.

19. Termination.

Termination For Cause

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

Failure to Commence Work. The Chelan County Natural Resource Department reserves the right to terminate this Agreement if RLR fails to commence work on the project within six (6) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

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

The Chelan County Natural Resource Department may withhold payments for the purpose of set off the exact amount of damages due the Chelan County Natural Resource Department from RLR.

Termination By Mutual Agreement

The Chelan County Natural Resource Department and RLR may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

In Event of Termination

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

20. Records Retainment

RLR will retain all procurement and contract records for at least three years after the close of the agreement.

21. Equal Opportunity and nondiscrimination

During the performance of this Contract, the Contractor shall comply with all federal and state non-discrimination laws, regulations, policies. In the event of the RLR's non-compliance or refusal to comply with any non-discrimination law, regulation or policy, this Contract may be rescind, canceled or terminated in whole or in part, and the RLR may be declared ineligible for further contracts. RLR shall, however, be given a reasonable time in which to cure this non-compliance. Any dispute may be resolved in accordance with e "Disputes" procedure set forth herein.

22. Notices.

(i). Notices to Chelan County Natural Resource Department should be sent to:

Chelan County Natural Resource Department
411 Washington St, Suite 201
Wenatchee, WA 98801

RLR Cultural Resources LLC
114 W 4th St, Suite 307
Ellensburg, WA 98926

23. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Chelan County Commissioner
411 Washington St, Suite 201
Wenatchee, WA 98801

Date: _____

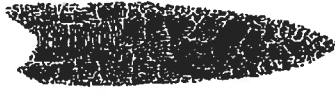


RLR Cultural Resources LLC
Christopher Landreau

Date: September 21, 2026



Exhibit A: Scope



RLR Cultural Resources, LLC

Archaeology and Historic Preservation

114th W 4th Ave, Suite 307, Ellensburg, WA 98926

Phone (208) 610-6873

Josh@rlrcultural.com

Bryan Maloney
Natural Resource Specialist
Chelan County Natural Resource Department
Wenatchee, WA

September 21, 2026

Bryan,

Enclosed you will find a proposal for a cultural resources inventory scope and cost for the Nason-Kahler Confluence Project, Chelan County, Washington. **We believe that this survey should satisfy DAHP and Tribal requirements for an archaeological and historic systematic review of the project area. If you have any questions, please do not hesitate to contact us.**

Sincerely

RLR Cultural Resources, LLC

Josh Allen
Principal Investigator



RLR Cultural Resources, LLC

Archaeology and Historic Preservation

114th W 4th Ave, Suite 307, Ellensburg, WA 98926 Phone (208) 610-6873

Josh@rlrcultural.com

Nason Kahler Confluence Project, Chelan County, WA

Monday, September 21, 2026

Scope of Work

1. RLR will provide a literature search (via WISAARD) of relevant information on the history of the areas. RLR will also search local archives, and any available ethnohistorical documentation and data
2. RLR will prepare an Archaeological Investigations permit for the project and submit to OK-WEN for review.
3. The archaeologist will conduct a pedestrian survey of the proposed work areas and inspect all recently exposed subsurface material, including rodent burrows, cutbank surfaces, etc., for any evidence of human occupation. Primarily, the archaeologist will document, photograph, and evaluate all historic structures within the APE.
4. The archaeologist may excavate 40 cm shovel probes, if necessary, throughout each of the work areas depending on planned ground disturbing activities, landform, and vegetation. Any located artifacts and/or features will be cataloged, described, photographed, and returned to the corresponding shovel test. Shovel testing will be determined by the lead archaeologist and based upon a variety of factors, including ground visibility and visible bedrock, sensitivity, etc. The probes, if utilized, will be excavated to a minimum of 40 cm into sterile subsurface.
5. The archaeologist will photograph, draw, GIS map and otherwise document any physical surface features found that are prehistoric, historic, or traditional use. The archaeologist will also document anything of historic significance related to the project, and its potential to qualify for the National Register of Historic Places.

Timetable and Reporting

The fieldwork for this project can be conducted in fall of 2026 (weather and fire dependent) with a draft prepared within 30 days from fieldwork completion. After comments are addressed on the draft report, a final report will be issued within 14 days. If any unforeseen difficulties arise in process, the client will be informed directly within two days with an email, and work schedules can be re-arranged. If at any time during this process, large or unforeseen archaeological properties are discovered, work will stop in that area and the evaluation will continue. If any inadvertent human remains are found on site, the nearest tribes, as well as the county sheriff will be contacted and work will stop at that portion of the site, as is standard procedure for inadvertent discovery.

At no time does final issuance of this report mean that the entire process is complete. There must be concurrence with DAHP and the Lead Agency. RLR will submit a draft and a final report detailing the findings of the survey. The report will include all appropriate maps, photos, sketches, site forms, and a bibliography of all consulted source material. The report will include NRHP evaluation discussions for Cultural Resources within the project area if necessary.

Please call Mallory Triplett (208) 610-6873, Josh Allen (208) 290-4008 or Christopher Landreau (509) 952-5130 if you have any questions.



RLR Cultural Resources, LLC

Archaeology and Historic Preservation

114th W 4th Ave, Suite 307, Ellensburg, WA 98926

Phone (208) 610-6873

Josh@rlrcultural.com

Projected NTE Costs:

Task/Personnel	Function	Rate/hr.	Hours	Total
Project Management	Title	Rate	Hours	Total
	<i>Principal Investigator</i>	\$152.00	6	\$912
	Total			\$912
Archival Research/Permit	<i>Staff Archaeologist</i>	\$134.00	16	\$2,144
	Total			\$2,144
Fieldwork- Pedestrian Survey	<i>Staff Archaeologist</i>	\$134.00	12	\$1,608
	<i>Arch Tech</i>	\$105.00	12	\$1,260
	Total			\$2,868
Report Preparation	<i>Principal Investigator</i>	\$134.00	2	\$268
	<i>Staff Archaeologist</i>	\$105.00	10	\$1,050
	Total			\$1,318
			TOTAL LABOR	\$7,242
Expenses				
	Mileage	\$0.70	149	\$104
	Hotel		0	\$0
	Per-diem		0	\$0
	Total			\$104
Total Estimated Cost-Cultural Resources				<u>\$7,346</u>

Josh Allen
Principal Investigator
RLR Cultural Resources, LLC

21-Sep-26



AMERICAN FOREST
MANAGEMENT

Timberland Services Agreement Amendment #2

This Timberland Services Agreement Amendment pertains to the Timberland Services Agreement (Agreement) between **American Forest Management, Inc. (AFM)** and **Chelan County Department of Natural Resources** (Client) signed and dated the 27th day of January 2025. All Specifications and conditions contained within the original signed Timberland Services Agreement apply.

WHEREAS:

The Parties entered into a Timberland Services Agreement dated January 27th, 2025, and;

The Parties now desire to amend the terms of the Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

Section II. AFM Compensation is hereby amended to increase the not exceed amount from \$40,000.00 to \$70,000.00.

II. AFM Compensation: Client agrees to pay AFM for services per the following schedule.
Total AFM Fees will not exceed \$70,000 based on the following hourly rates and expense schedule.

Forest Technician: \$65/ hour
Forester I: \$90/ hour
Forester II: \$105/ hour
District Manager: \$150/ hour
Region Manager: \$170/ hour
Mileage: \$0.75/ mile
Flagging: At cost

Expenses will be billed at current State Per Diem Rates.

- * Payment due from Client in full within 30 days of AFM invoice.
- * Accrued time and expenses will be invoiced no more frequently than once per month.

WE'RE IN THIS
TOGETHER



AMERICAN FOREST
MANAGEMENT

Chelan County Department of Natural Resources

Title:

Date:

American Forest Management, Inc.

Eric Koenig

Eric Koenig
District Manager

Date: 9/24/2026

WE'RE IN THIS
TOGETHER



DEPARTMENT OF
ECOLOGY
State of Washington

AMENDMENT NO. 1

TO

Contract NO. IAA C2500126

BETWEEN THE

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

Chelan County Natural Resources Department

PROJECT TITLE: Characterize toxic inputs of DDT and its metabolites into Lake Chelan.

PURPOSE: To amend the Agreement between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and **Error! Reference source not found.** Chelan County Natural Resources Department**Error! Reference source not found.**, hereinafter referred to as "CCNRD" and "CONTRACTOR,"

WHEREAS, ECOLOGY gathers input from state and local governments, Tribes, communities, businesses, non-governmental organizations, and other interested parties about projects of interest and the CONTRACTOR seeks the advice of the Lake Chelan Collaborative (LCC) on the feasibility and design of future aspects of a project to reduce toxic inputs of DDT and its metabolites to Lake Chelan,

IT IS MUTUALLY AGREED the Agreement is amended as follows:

1) The Period of Performance is amended to read as follows:

The period of performance under IAA will be from **February 15, 2025 to April 30, 2027.**

2) The Budget is amended to read as follows:

The budget (Appendix A of the Contract) is revised, as noted in the Table below, with no change to the project total of \$280,000.00:

Budget Element	Original Contract Budget	Budget Change	Amendment 1 Budget
Lab Costs	\$163,000.00	(\$18,325)	\$144,675.00
Supplies	\$12,000.00	(\$2,834)	\$9166.00
Salaries/Benefits	\$50,478.26	\$29,033	\$79,511.26
Travel	\$18,000.00	(\$7,874)	\$10,126.00
Subtotal	\$243,478.26	-	\$243,478.26
Indirect	\$36,521.74	-	\$36,521.74
Total	\$280,000.00	-	\$280,000.00

2) The Scope of Work, Appendix A is amended to add Task 8 and reads as follows:

Task 8: Stakeholder Coordination and Outreach

CONTRACTOR will facilitate the formation of a Watershed Source Control Working Group (WSCWG) as a subcommittee of the Lake Chelan Collaborative. The WSCWG will consist of interested parties and community members representing fruit growers, irrigation districts, local research groups, and other interested participants. The purpose of the group is to assist and advise in the scoping and planning for future phases of the project. CONTRACTOR will assist with meeting facilitation to gather input and feedback from the group throughout the duration of future phases of the project. Outreach efforts by the CONTRACTOR, in working with the WSCWG, will inform the selection of future preferred alternatives as well as engage and inform end product user groups of the results of the study.

Specific tasks include:

- Hold a minimum of two WSCWG meetings (last quarter 2026 and first quarter 2027) to gather ideas and feedback on future project phases and progress.
- Create an Outreach and Engagement Plan for ongoing community involvement in future phases of the project. The plan will include how the WSCWG will inform, consult, involve, collaborate, and empower the community and interested parties while developing their recommendations.
- Hold additional outreach/meetings with specific user groups and irrigation infrastructure agencies (e.g., USBR) outside the WSCWG to communicate project results, as needed.
- Hold regular meetings with project consultants, as needed, to prepare for WSCWG meetings.

Deliverables:

- Meeting Agendas, minutes and notes, copies of information distributed at the WSCWG meetings relative to future phases of the project, work group, and community feedback.
- Outreach and Engagement Plan for future phases of the project, including list of groups and contact information of participants interested in providing input for future phases of the project.
- Relevant feedback to Ecology from the WSCWG regarding future phases of the project, alternatives and community engagement.

Start Date: 8/1/2026

Due Dates:

All deliverables documenting the previous quarter's meetings and outreach activity due quarterly:

- By 1/31/2027 for last quarter 2026.
- By 4/30/2027 for first quarter 2027.

Final deliverables due by April 30, 2027:

- Outreach and Engagement Plan for future phases of the project.
- List of groups with contact information interested in providing input for future phases of the project.
- Relevant feedback to Ecology from the workgroup regarding future phases of the project, alternatives and community engagement.

All other terms and conditions of the original Agreement including any other amendments remain in full force and effect, except as expressly provided otherwise.

This Amendment is signed by persons who have the authority to execute this Amendment and bind their respective organizations.

This Amendment is effective on 8/1/2026.

IN WITNESS WHEREOF, the parties below, including any attachments, do agree in each and every particular.

State of Washington
Department of Ecology

Resources Department

By:

Signature	Date	Signature	Date
_____	_____	_____	_____
Print Name		Mike Kaputa	
_____		Print Name	

Title		Director	
_____		Title	

Contract Change

Client: Chelan County Natural Resources Department Attn: Mary Jo Sanborn 411 Washington Street Suite 201 Wenatchee, WA 98801	Date: September 30, 2026
	Change No.: 3
	Project No.: 26000854-001
Project Name: Chelan County Technical Assistance – Icicle Strategy (2025–2027)	
Subject: LNFH Well Field Enhancement and Alpine Lakes Modernization & Automation	
Description of Change	Cost
Geosyntec Consultants, Inc. (Geosyntec) is assisting Chelan County Natural Resources Department (CCNRD) with the next phase of Icicle Strategy implementation (2025–2027). This contract change proposes additional budget under Task 4 (Leavenworth National Fish Hatchery [LNFH] Well Field Enhancement) for efforts to be completed between October 2026 and October 2027, and additional scope and budget under Task 5 (Alpine Lakes Automation) for coordination with Day Wireless and purchase of Icicle-Peshastin Irrigation District (IPID) repeater station and radio equipment. <u>Task 4: LNFH Well Field Enhancement</u> Chelan County and Geosyntec, along with Natural Systems Design (NSD), have been working to evaluate site hydrogeologic conditions in support of the LNFH well field enhancement effort. Geosyntec has been supporting the initial phase of this evaluation, the LNFH Groundwater Supply investigation, the scope of work for which is being continued under this contract change. Since November 2025, Geosyntec has completed the following effort under this task: • Finalized the <i>Field Investigations Quality Assurance Project Plan</i> (QAPP) in coordination with the Washington State Department of Ecology (Ecology) • Contracted with a driller and completed field investigations, including drilling and sieve analysis for well design and collecting water level data from monitoring wells, and partially completed pumping tests. • Began data analysis from field monitoring program and development of figures and drawings including borehole lithology diagrams and cross sections. • Tested three wells (pumping test and water quality analysis) prior to failure of the LNFH surface water diversion transmission line Geosyntec proposes to add \$55,000 of not-to-exceed budget authority for effort to be completed between October 2026 and the end of the 2025–2027 biennium (October 2027) to complete the scope of work as described in the existing contract order dated November 1, 2025. This effort includes facilitation and oversight of additional pumping tests, completion of data analysis and reporting, presentation of results to the United States Fish and Wildlife Service and Icicle	Time and Materials, Not to Exceed: \$102,000 Task 4: +\$55,000

Work Group, completion of the modeling QAPP, and initial groundwater modeling.

Additional budget is needed to account for scheduling delays and to repeat pumping tests, water quality sampling, and water level monitoring due to the pipeline failure at LNFH. Tests on the three previously tested wells plus the remaining four active wells need to be completed under similar seasonal conditions. Additional budget is also needed to account for unanticipated lab fees incurred as a requirement of the QAPP.

Task 5: Alpine Lake Modernization and Automation

As part of the Icicle Strategy, Geosyntec has worked with the County, IPID, Anchor QEA, Day Wireless, and state and federal agencies on the Alpine Lakes Modernization and Automation project for Colchuck, Square, Eightmile, Klonauqua and Snow Lakes. One critical element of this project is the design and construction of an IPID repeater station and associated enclosure on Icicle Ridge. Geosyntec understands that CCNRD is working with RiverCom to lead the purchase and construction of the repeater station enclosure and has requested Geosyntec manage and coordinate with Day Wireless for design and purchase of associated radio equipment.

Geosyntec proposes the following additional effort under this task:

- Purchase communication equipment from Day Wireless, including two R7 portable radios, two ION radios, and a SLR5700 repeater, duplexer and antenna system (see attached cost estimate).
- Manage and coordinate with Day Wireless to design the repeater station enclosure, purchase radio equipment, and install and test equipment.

Budget

Table 1. Budget Summary Table

Task	Budget	Change 1	Change 2	Change 3	Total
Task 1. On-Call Technical Support	\$75,000	-	-	-	\$75,000
Task 2. IPID Conservation Plan	\$115,000	-	-	-	\$115,000
Task 3. Fromm Conservation	\$40,000	-	-	-	\$40,000
Task 4. LNFH Well Field Enhancement	\$150,000	-	-	+\$55,000	\$205,000
Task 5. Alpine Lakes	\$200,000	-	-	+\$47,000	\$247,000
Task 6. City of Leavenworth QAPP	\$10,000	-	+\$33,000	-	\$43,000
Task 7. Klonauqua SEPA Checklist	-	+\$20,000	-	-	\$20,000
Total Budget	\$590,000	\$20,000	\$33,000	\$102,000	\$745,000

Task 5: +\$47,000

This contract is valid between November 1, 2025 and through October 31, 2027.

Contract Change No. 3
Project No. 26000854-001

This change amends the contract between Geosyntec Consultants, Inc. and its subsidiaries and affiliates and Client dated November 1, 2025. Except as amended above, all terms and conditions of contract apply to this contract change.		
GEOSYNTEC CONSULTANTS, INC. and its subsidiaries and affiliates	By: 	
	Printed Name: Dan Haller, PE, CWRE Senior Principal Water Resources Engineer	
CLIENT	By:	
	Printed Name/Date:	

S:\Chelan County Natural Resources Dept\Project 120045\Contracts\Proposal Material\cycle\2025-2027
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Day Management Corp.
 Day Wireless Systems
 13212 E Indiana Ave
 Spokane WA 99216
 United States

Quote #QO85959

Customer ID: 1011140595

Date 08/07/2026
Terms NET 30
Expires 09/30/2026
Representative Stacey Suarez
Direct Phone
E-Mail ssuarez@daywireless.com
Shop Phone (509) 484-1400
Customer Contact Kelsey Mach
Contact Phone (360) 483-0663
Project Name SLR5700 Repeater Project

Bill To

Aspect Consulting
 350 Madison Avenue North
 Bainbridge Island WA 98110

Ship To

Aspect Consulting
 Service at DWS Spokane
 13212 East Indiana Ave
 Spokane WA 99216-2761

Quantity	Description	Rate	Amount
1	Package includes 2 Motorola R7 portable radios, 2 Motorola ION radios, 1 Motorola SLR5700 repeater, duplexer and antenna system.- **R7 Standard Package -Standard Battery - IMPRES Li-Ion IP68 3200T - IMPRES™ Single-Unit Charger CEC Compliant - VHF, UHF, or 800/900 Antenna - 2 Inch Belt Clip - Accessory Dust Cover - 5 Year warranty R7 Radio \$1,475.00 x 2 Total \$2,950.00 **ION Standard Package Includes: - IMPRES Li-Ion IP68 2820T MAh Battery - IMPRES™ Single-Unit Charger CEC Compliant - UHF Antenna - Carry Holster - Accessory Dust Cover - 2 Year warranty ION \$2,849.99 x 2 Total \$5,699.98 SLR5700 \$4,750.00 Duplexer \$1,601.29 Battery back up cable \$123.50 Antenna & Antenna System \$3,517.57		\$18,642.34
1	Design & Labor package		\$16,400.00
	Repeater codeplug development, repeater programming, duplexer tuning, building of RF cabling, testing. Subscriber Codeplug development Customer Training on site 1/2 day. On-site installation & turn up. Travel, hotel, per diem. Battery Plant and Solar Design.		
1	Shipping	\$525.00	\$525.00
1	ION Radio optional battery upgrade at time of order to 4400 Mah battery \$128.81		\$0.00
	ION spare 2820 Mah battery \$166.10 ION spare 4400 Mah battery \$243.00		



Quote #QO85959

Customer ID: 1011140595

Subtotal	\$35,567.34
Tax Total	\$3,201.07
Total	\$38,768.41

LEGAL NAME OF PURCHASER

P.O. NUMBER

AUTHORIZED SIGNATURE

DATE

By approving this quotation, the customer is agreeing to purchase the items listed in the quote. The customer will be invoiced for the items as they arrive at a DWS facility and is expected to pay according to the terms of the quote or Net30. If the customer cancels any part of the order, the equipment must be picked up from the DWS facility. Normally stocked items may be returned for a 20% restocking fee, but non-stock items are not eligible for return and must be picked up and paid for in full at the DWS facility. Shipping and handling charges, as well as any applicable sales tax, may be included on the invoices. The terms of the order are subject to credit review. This quote is subject to review by management for completeness and accuracy, and prices are firm for 30 days unless otherwise stated. If paying by card the processing fee will be charged up to 3.5% of the transaction.

* Customers should reference the quotation number on any correspondence or purchase orders. *

* There may be a \$25 charge for insufficient funds and a 1.5% late fee may apply. *

SHERIFF AGENDA
October 6, 2026

DISCUSSION ITEMS:

1. Department Update
2. Manson School District interest in implementing an SRO
3. CCSO has completed LETSCA training as of October 1, 2026

ACTION ITEMS:

1. Oktoberfest LE Services Agreement

LAW ENFORCEMENT SERVICE AGREEMENT
BETWEEN LEAVENWORTH CHAMBER OF COMMERCE AND CHELAN COUNTY SHERIFF

THIS AGREEMENT made and entered into this ____ day of _____, 2026, by and between the County of Chelan, a legal subdivision of the State of Washington, together with the Chelan County Sheriff, hereinafter jointly referred to as "Sheriff", having its principle place of business located at 401 Washington St., Suite 101, Wenatchee, Washington, 98801, and Leavenworth Chamber of Commerce, a non-profit corporation registered to do business in the State of Washington, per Washington Secretary of State Unified Business Identifier Number 044 000 961 hereinafter referred to as "Chamber", having its principle place of business located at 940 US Highway 2, Suite B, Leavenworth, WA, 98826-1479, and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the primary purpose of Chamber is to encourage tourism to Leavenworth, Washington;

WHEREAS, Chamber desires to contract with the Sheriff for the provision of law enforcement services within its Oktoberfest public event, located within the corporate boundaries of the City of Leavenworth, Chelan County, Washington;

WHEREAS, the Sheriff agrees to render such services on the terms and conditions hereinafter set forth;

WHEREAS, Chamber has applied for and received a permit from the City of Leavenworth to conduct the Oktoberfest event on public property within the corporate boundaries of the City of Leavenworth;

WHEREAS, Chamber will host Oktoberfest on October 2, 3, 9, 10, 16, and 17, 2026, and anticipates roughly ten thousand people will attend each of those dates;

WHEREAS, Leavenworth is primarily accessible by vehicle via U.S. Highway 2 from either the east or west and average daily vehicle trips are at least 4,000 year-round;

WHEREAS, Chelan County is 2994 square miles and contains approximately 550 miles of paved county roads and approximately 150 miles of paved state highway;

WHEREAS, the Sheriff's patrol resources are limited based upon rural county budget constraints and must be appropriately focused simultaneously on all areas of Chelan County and not just Leavenworth;

WHEREAS, the funding provided by this Agreement will allow the Sheriff to extend law enforcement services to the Oktoberfest event on an agreed upon basis without further limiting the Sheriff's already limited resources;

WHEREAS, this Agreement is in the best interest of public health, safety and welfare;

NOW, THEREFORE, it is agreed as follows:

PURPOSE

Chamber is in the business of promoting tourism to the City of Leavenworth and hosting a public Oktoberfest event furthers that purpose. Sheriff is in the business of providing law enforcement and traffic control services, ("services"), and desires to provide these services for Chamber pursuant to this Agreement.

AGREEMENT

The parties agree:

1. SERVICES. Sheriff will provide services consistent with the statement of work, (SOW), attached hereto and incorporated herein. Chamber shall assist Sheriff upon request as is reasonable under the circumstances. Chamber shall comply with the terms and provisions of its public event permit# _____ issued by the City of Leavenworth for Oktoberfest 2026. Chamber acknowledges that Sheriff relies upon the information contained in Chamber's permit and its permit application, as well as Chamber's compliance therewith.

2. TERM; TERMINATION. This Agreement starts on the Effective Date and will continue until final payment is made by Chamber and accepted by Sheriff for services rendered, or as terminated by either party in accordance with this Agreement. Either party may terminate this Agreement at any time and for any reason by providing 30 days' written notice to the other party. In addition, a non-breaching party may terminate this Agreement upon 10 days written notice to the other party if that other party is in material breach of this Agreement and fails to cure the breach within 15 days of receiving notice from the non-breaching party. Written notice to terminate for failure to cure shall be effective beginning at 5:00 p.m. on the 15th day of the cure period. Sheriff is entitled to compensation for services performed in accordance with this Agreement through the effective date of termination.

3. PRICING; INVOICING AND PAYMENT. Chamber shall pay Sheriff for the services as specified in the SOW. Sheriff will invoice Chamber for services rendered within 45 days of the last day of Oktoberfest. Chamber will pay Sheriff for services performed and accepted by Chamber within 30 days of receipt of invoice. Unless otherwise agreed to in writing by Chamber, Sheriff will send its invoice to Chamber electronically and agrees to receive payments from Chamber electronically via electronic funds transfer, (EFT). Any and all invoices sent to Chamber by Sheriff will contain an

Invoice Number. Any and all EFT payments sent to Sheriff by Chamber shall include the specific Invoice Number and a description of the services performed, dates, and locations of performance.

4. SHERIFF'S QUALIFICATIONS, RESPONSIBILITIES, AND DISCRETION.

4.1. Chamber acknowledges Sheriff is duly elected and authorized to perform the services contemplated herein, and Sheriff agrees to perform the services in accordance with this Agreement and the laws of the State of Washington;

4.2. Law enforcement services will encompass the duties and functions of the type within the jurisdiction of and customarily rendered by the Sheriff of the County under the laws of the State of Washington. Chamber will timely provide information to the extent available to Chamber to Sheriff necessary for Sheriff to provide services and Sheriff will be entitled to rely upon the accuracy and completeness of the information.

4.3. Sheriff will not utilize any subcontractors to perform the services unless authorized in advance by Chamber in writing.

4.4 Chamber acknowledges that Sheriff shall maintain at all times the full authority and discretion commensurate with the Office of the Chelan County Sheriff, and any all decisions regarding the provision of the services, including but not necessarily limited to emergency responses, allocation, or location of Sheriff's personnel shall be within the sole discretion of the Sheriff. This provision supersedes any and all other provisions herein.

4.5 Notwithstanding any other terms of this agreement, Chamber agrees that Sheriff will undertake tasks and duties that the sheriff is normally tasked with as a law enforcement agency and that Sheriff has sole discretion of determining whether a given task is within that scope.

5. INSURANCE.

Insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The Sheriff shall be named as an insured under Chamber's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing equivalent coverage.

Minimum Amounts of Insurance. Chamber shall maintain Commercial General Liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

Other Insurance Provisions. Chamber's insurance coverage shall be primary insurance with respect to insurance that might be held by the Sheriff. Any Insurance, self-insurance, or

insurance pool coverage maintained by the Sheriff shall be excess of Chamber's insurance and shall not contribute with it.

Chamber's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Sheriff.

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

Verification of Coverage. Chamber shall furnish the Sheriff with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the Permittee before any services are performed by Sheriff under this Agreement.

6. INDEMNIFICATION. Chamber shall indemnify, defend and hold harmless the Sheriff, its elected and appointed officials, employees and agents from and against any loss or claim for damages of any nature whatsoever, arising out of the provision of the Services provided pursuant to this Agreement, except to the extent such damages are caused by the negligent or willful act or omission of the Sheriff, its elected or appointed officials, officers, employees, or agents. Nothing herein shall be deemed to constitute a waiver by the Sheriff of its immunity pursuant to Title 51 RCW.

7. ACCOUNTING AND MANAGEMENT RECORDS. Chamber will keep records as may be necessary for proper management under this Agreement. Sheriff will be afforded access to Chamber's records relating to this Agreement as consistent with all applicable laws and regulations including but not necessarily limited to the Public Records Act, Chapter 42.56 RCW.

8. DISCRIMINATION PROHIBITED. The parties agree that they will abide by the requirements of any and all applicable federal and state laws and regulations prohibiting discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibiting discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin, etc.

9. GENERAL PROVISIONS.

9.1. Compliance with Law. In performing its obligations under the Agreement, Sheriff and Chamber will comply with all applicable laws, rules, permits, and regulations.

9.2. Force Majeure. Neither party will be deemed to be in default for any delay or failure to perform any of its obligations under this Agreement to the extent that the delay or failure to perform results directly from an occurrence that is not reasonably foreseeable, caused by, or under the control of, the performing party, and occurs despite reasonable efforts to prevent, avoid, delay or mitigate the effect of that occurrence, including (i) acts of God, epidemic, fire, flood, explosion or extraordinary and destructive weather conditions directly affecting the performing party; (ii) injunctions; (iii) restraint or acts of domestic government; or (iv) terrorism, war, sabotage, vandalism, accident, civil disorder or riots occurring within the United States or directly affecting the performing party.

9.3. Governing Law; Jurisdiction and Venue. This Agreement, and all claims that arise out of or relate to this Agreement, will be governed by the laws of the State of Washington and exclusive jurisdiction and venue for any legal action under this Agreement is in Chelan County Superior Court or U.S. District Court, Eastern District of Washington, as appropriate.

9.4. Remedies Cumulative. The rights and remedies in this Agreement are cumulative and are in addition to all rights and remedies available under law (unless waived in this Agreement). By exercising any right or remedy a party does not waive any other available right or remedy.

9.5. Severability. If any provision of this Agreement is deemed to be illegal, invalid, or unenforceable, that provision will be excluded to the extent of the invalidity or unenforceability, and all other provisions will remain in full force and effect. To the extent permitted, the invalid or unenforceable provision will be deemed replaced by a provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable provision.

9.6. Attorneys' Fees. Each party shall bear its own attorney's fees and costs in the resolution of a dispute or litigation.

9.7. Notices. All notices under this Agreement will be in writing and delivered to the notice address below: (i) by U.S mail; (ii) by courier or messenger service; or (iii) by electronic mail with acknowledgement of receipt. Notice is deemed given on the date received or, if acceptance is refused, the date of attempted delivery. Either party may change its notice address by following the requirements in this Section.

Chamber: Leavenworth Chamber of Commerce
Attention: __Jessica Stoller__
940 US Highway 2, Suite B,
Leavenworth, WA, 98826-1479
Email: media@leavenworth.org

Sheriff: Chelan County Sheriff Office
401 Washington Street, Level 1
Wenatchee, Washington 98801
Attention: __Mike Morrison__
E-mail: michael.morrison@co.chelan.wa.us

9.8. Survival. The provisions of this Agreement that, by their nature, are intended to survive termination or expiration of this Agreement, including, but not limited to, any indemnification or confidentiality obligations, will survive.

9.9. Amendment. The parties may alter this Agreement only by written amendment signed by the parties.

9.10. Captions. The captions of each section are for reference only and do not affect the interpretation of this Agreement.

9.11. No Presumption Against Drafter. This Agreement expresses the mutual intent of the parties. Each party has had the opportunity to consult with counsel. Any rule of construction that ambiguities will be resolved against the drafting party does not apply.

9.12. Relationship of Parties. Nothing in this Agreement creates a partnership, joint venture, or similar relationship between the parties. Neither party may bind the other party or hold itself out as having authority to bind the other party.

9.13. Third-Party Beneficiary. This Agreement is for the sole benefit of the parties and their successors and permitted assigns, and no other person or entity has any right under this Agreement except to the extent identified in this Agreement.

9.14. Assignment; Successors. Sheriff may not assign or delegate its rights or duties under this Agreement, without the prior written consent of Chamber, which will not be unreasonably withheld, conditioned or delayed. This Agreement is binding on the successors and permitted assigns of either party.

9.15. Entire Agreement. This Agreement contains the entire understanding between the parties relating to the subject matter described herein and supersedes all prior agreements, whether written or oral, relating to the same subject. If there is a conflict between the terms of this Agreement and the terms of any other document, the terms of this Agreement shall control.

9.16. Counterparts. This Agreement may be executed in counterparts, which taken together form one agreement. Signatures provided by facsimile or other electronic methods are equivalent to original signatures.

9.17. Each party represents and warrants that it has the authority to enter into and perform this Agreement, and that it has executed this Agreement as of the Effective Date.

Enacted in open session and dated at Wenatchee, Washington, this _____ day of _____, 2026:

BOARD OF CHELAN COUNTY COMMISSIONERS

SHON SMITH, CHAIR

KEVIN OVERBAY, COMMISSIONER

BRAD HAWKINS, COMMISSIONER

ATTEST:

By: _____
Anabel Torres, Clerk of the Board

ATTEST:

By: _____
Michael Morrison, Sheriff

LEAVENWORTH CHAMBER OF COMMERCE

By:  _____

Name: Jessica Stoller

Title: Director of Marketing & Public Relations

STATEMENT OF WORK #1

Statement of Work Date	October 2 - October 17, 2025; specifically, October 2, 3, 9, 10, 16 and 17, 2026.
Company	Leavenworth Chamber of Commerce
Law enforcement agency	Chelan County Sheriff
Governing Agreement ("Agreement")	Law enforcement services agreement between Leavenworth Chamber of Commerce and Chelan County/Sheriff
Effective Date of Agreement	October 2, 2026.
Project Name	Law enforcement and traffic control for Oktoberfest 2026.

This Statement of Work ("**SOW**") is governed by the Agreement. If there is any conflict between the terms of this SOW and the Agreement, the Agreement will control.

I. Introduction and Project Description

Sheriff to provide law enforcement and traffic control services to Oktoberfest as hosted by Chamber in Leavenworth city limits, at all times consistent with and limited by the discretionary authority of the Sheriff and the normal duties of a law enforcement officer in the state of Washington.

II. Scope of Work

Subject to availability of deputies in the Sheriff's Department who volunteer to cover an overtime shift, Sheriff will station personnel in and around the Oktoberfest event on the following dates: October 2, 3, 9, 10, 16 and 17, 2026, at the Oktoberfest event within the corporate limits of the City of Leavenworth, Washington, each specified weekend (Fridays and Saturdays) in October 2026 through midnight October 17, 2026. Depending on availability, three Sheriff personnel will be stationed for 6-hour shifts on Fridays from 6pm to midnight and five Sheriff personnel will be stationed for 12-hour shifts on Saturdays from noon to midnight. Any given shift may be satisfied by one or more Sheriff's deputies each working different portions of the shift.

Any changes to shifts or personnel must be requested by the other party a minimum of 72 hours prior to the start of the applicable shift.

III. Fees and Expenses

Sheriff will bill the Chamber for the actual hours worked by deputies at the overtime-hourly rates of the assigned deputy plus travel time up to 60 minutes each way, with a maximum travel time of 120 minutes per deputy per round trip per day.

Total amount payable to Sheriff for the 2025 Oktoberfest event shall not exceed forty-five thousand dollars, (\$45,000.00), unless expressly agreed by both parties.

CHELAN COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC WORKS ISSUES

October 6, 2026

9:30 A.M. PUBLIC WORKS AGENDA

Public Works Director/County Engineer Eric Pierson

BID OPENING: Supplying Solid Sodium Gradation Road Salt

PUBLIC HEARING: Proposed Six-Year Transportation Improvement Program

DISCUSSION ITEMS:

1. Commissioners Notice of Hearing – 2027 Annual Road Program
2. Easement Agreement for a County Road Known as Lakeshore Drive – Van Slykes Plat with Wapato Investments, LLC
3. Final Order - Vacation of a County Road Known as Lakeshore Drive – Van Slykes Plat by Wapato Investments, LLC
4. Interlocal Agreement with Public Utility District No. 1 of Chelan County for Payment in Lieu of Franchise Compensation
5. Consultant Agreement with David Evans and Associates, Inc. for Binder and Tigner Road Improvement Project, County Road Project 685 (CRP 685)
6. Supplement No. 2 to 2024-04 with Thomas, Dean, and Hoskins, Inc. for S. Lakeshore Phase 1 Project, County Road Project 743 (CRP 743)
7. Resolution to Execute Property Damage Release for Damages Caused to Guardrail on Beaver Valley Road
8. Property Damage Release and Settlement of Claim for Damages Caused to Guardrail on Beaver Valley Road
9. Event Permit – Manson Harvest Fest
10. Safety Action Plan
11. Open Item

ACTION ITEMS:

1. Approve Commissioners Notice of Hearing – 2027 Annual Road Program
2. Approve Easement Agreement for a County Road Known as Lakeshore Drive – Van Slykes Plat with Wapato Investments, LLC
3. Approve Final Order - Vacation of a County Road Known as Lakeshore Drive – Van Slykes Plat by Wapato Investments, LLC
4. Approve Interlocal Agreement with Public Utility District No. 1 of Chelan County for Payment in Lieu of Franchise Compensation
5. Approve Consultant Agreement with David Evans and Associates, Inc. for Binder and Tigner Road Improvement Project, County Road Project 685 (CRP 685)
6. Approve Supplement No. 2 to 2024-04 with Thomas, Dean, and Hoskins, Inc. for S. Lakeshore Phase 1 Project, County Road Project 743 (CRP 743)

7. Approve Resolution to Execute Property Damage Release for Damages Caused to Guardrail on Beaver Valley Road
8. Approve Property Damage Release and Settlement of Claim for Damages Caused to Guardrail on Beaver Valley Road
9. Approve the Adoption of the Six-Year Transportation Improvement Program

10:00 A.M. Flood Control Zone District
District Administrator Eric Pierson

CHELAN COUNTY PUBLIC WORKS DEPARTMENT

TABULATION OF BIDS

Product: Solid Sodium Gradation Road Salt

Date of Opening: October 6, 2026

Time of Opening: 9:30 a.m.

<u>Name of Bidders</u>	<u>Road Salt Unit Price</u>	<u>Total Bid</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

Bid Award: October 13, 2026 at 9:30 a.m.



SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM 2027 through 2032

Adopted: ____/____/2026
Resolution No.: 2026-____
Amended: ____/____/____
Resolution No.: ____-____

								Funding Needs in Thousands of Dollars										
Priority No	Road Log No	CRP	Project Title	Termini/Vicinity	Project Length	FFC	Type of Works	Year 2027	Year 2028	Year 2029	Year 2030	Year 2031	Year 2032	6-Year Total	Fund Status	Local Funds	State Funds	Federal Funds
1	52690	650	Totem Pole Road	Furey Road Intersection to end of Harris	0.89	18	04	10	0	0	0	0	0	10	S	1	0	9
2	93350	766	Beaver Hill Slide Emergency Repairs	MP 12.74 to MP 12.80 (FED)	0.5	6	44	8	0	0	0	0	0	8	S	1	0	7
3	94200	738	Easy St and School St Intersection	Easy St MP 5.09 to MP 5.20	0.12	16	21	2,283	15	0	0	0	0	2,298	S	330	800	1,168
4	93300	750	Chiwawa River Bridge Replacement	MP 3.87 and MP 3.98	0.11	07	11	5,450	10	0	0	0	0	5,460	S	0	0	5,460
5	Varies	753	Bridge Seal Bundle	Various County Bridges	Varies	Varies	20	940	10	0	0	0	0	950	S	0	0	950
6	94710	743	So. Lakeshore Road, Phase I	Navarre Coulee Rd. to So. Lakeshore Rd MP 0.68	0.68	07	04	40	3,300	2	0	0	0	3,342	S	1,466	1,876	0
7	10070	748	Squilchuck Rd Improvements, Ph. I	Squilchuck Rd MP 0.75 to MP 1.90	0.95	06	06	112	192	2,090	10	0	0	2,404	S	241	2,163	0
8	Varies	764	So. Wenatchee Pedestrian SRTS	Boodry, So. Wen, Buezer, Chapman	varies	varies	19	109	0	0	0	0	0	109	S	0	0	109
9	Varies	765	Manson Area Study (SRTS)	Various Manson Downtown area to school	varies	n/a	19	214	0	0	0	0	0	214	S	0	0	214
10	94710	FCD509	25 Mile Cr. Culvert Replacement (PE)	Existing Culvert Crossing	0.4	07	15	50	0	0	0	0	0	50	S	0	0	0
11	36350	769	Shugart Flats Road Slope Repair	MP 0.87 to 0.88	0.01	9	44	225	0	0	0	0	0	225	S	30	0	195
12	94710	770	So. Lakeshore Rd Drainage	MP11.4 Lt	0.1	07	46	140	0	0	0	0	0	140	S	140	0	0
13	27860	685	Binder/Tigner Pedestrian Improvement	Tigner MP 0.26 to Binder MP 0.16	0.29	08	28	170	920	4	0	0	0	1,094	S	140	0	954
14	45890	752	So. School St Pedestrian Improvement	Peters Street to Easy Street	0.12	17	21	165	747	4	0	0	0	916	S	65	0	851
15	93350-1	756	Chumstick Highway, Phase VI	Milepost 11.1 to 12.4	0.76	06	05	95	95	2,102	11	0	0	2,303	PF	230	2,073	0
16	93350	686	Chumstick Hwy/North Rd Intersection	Chumstick MP 0.30 to MP 0.60	0.34	07	21	208	173	1,912	16	0	0	2,309	S	554	0	1,755
17	94710	759	25 Mile Cr. Culvert Replacement (CN)	Existing Culvert Crossing	0.4	07	08	0	2,859	96	0	0	0	2,955	PF	148	148	2,659
18	N/A		Chelan County Standards Update 2027	N/A-County Standards	n/a	n/a	18	75	75	0	0	0	0	150	S	150	0	0
19	Varies	771	Valley High Preservation Project	Allen Rd, Hansel Ln, Cottonwood Ln, Ingalls Ln	1.87	09	04	688	0	0	0	0	0	688	S	0	688	0
20	46000	772	Melody Lane Pedestrian Project	School St. to City Limits	.16	19	E,F	175	0	0	0	0	0	175	S	0	175	0
21	Varies		Emergent Projects	Varies	Varies	Varies	44	270	270	270	270	270	270	1,620	S	1,620	0	0
22	Varies	A806	Bridge Programs	Varies	Varies	Varies	14	40	40	40	40	40	40	240	S	240	0	0
23	Varies	741	Guardrail Repair Program	Various County Roads (renew 2027)	Varies	Varies	21	100	0	0	0	0	0	100	S	100	0	0
24	Varies	A843	Environmental Mitigation	Varies	Varies	Varies	20	25	25	25	25	25	25	150	S	150	0	0
25	Varies	A849	Hazard Tree Removal Program	Varies	Varies	Varies	21	5	45	5	5	45	5	110	S	110	0	0
26	Varies	A846	Pedestrian Facility Retrofit Program	Varies	Varies	Varies	28	10	50	10	50	10	50	180	S	180	0	0
27	Varies	A847	Unstable Slopes	Varies	Varies	Varies	44	25	50	25	50	25	50	225	S	225	0	0
28	Varies	A848	Roadside Safety Program	Varies	Varies	Varies	21	15	15	15	15	15	15	90	S	90	0	0
29	Varies	A874	Countywide Drainage Program	Varies	Varies	Varies	06	5	10	5	5	5	5	35	S	35	0	0
30	12980	709	Whispering Ridge - Monitoring	Whispering Ridge Dr. MP 0.50 to End of Co Rd	0.22	09	44	10	10	10	10	10	10	60	S	60	0	0
31	Varies		SS4A-County Safety Supplement	Varies-ADA & Complete Streets	varies	Varies	18	120	20	0	0	0	0	140	P	28	0	112
32	45650	758	Knowles Road, Phase I	American Fruit Road to Rolling Hills Lane	0.53	17	03	67	96	347	1,980	10	0	2,500	P	598	1,902	0
33	94200	767	Easy St. Pedestrian Phase I	School St (RAB) to Peter's St	0.53	16	E,F	165	252	1,573	10	0	0	2,000	P	481	1,519	0
34	27860	768	Binder Rd. Pedestrian Phase I	begin-0.14 (Binder Rd) & 1.73 (Mission Cr. Rd) end-	.22	07	E,F	70	170	1,240	10	0	0	1,490	P	0	0	1,490
35	41700		Peshastin-School St. Pedestrian	Main St. Int to End	0.35	08	E,F	80	280	1,625	10	0	0	1,995	P	0	0	1,995
36	Varies		Sunnyslope SRTS Design Project	Sunnyslope Area	Varies	Varies	E,F	114	126	10	0	0	0	250	P	0	0	250
37	32630		E. Leavenworth Road Preservation	0-0.5 repairs. FDR MP 1.1 to 2	1.4	07	04	35	100	100	1,854	10	0	2,099	P	209	1,890	0
38	10080		Mission Ridge Preservation Repair	MP2.74 to 4.05, wall repair	1.31	07	04	57	100	100	1,595	10	0	1,862	P	187	1,675	0
39	93350		Chumsitck Highway, Phase VII	MP1.28 RR Undercrossing to 2.20 Eagle Cr Int.	.82	06	04	55	100	100	1,777	10	0	2,042	P	203	1,675	0
40	93350	757	Beaver Valley Road Improvement	MP 16.60 to MP 18.93 (SR207)	2.33	06	04	72	100	100	2,708	10	0	2,990	P	299	2,691	0
41	94200		Monitor Bridge Deck Repair	Monitor#305,Dryden#406A,Crown#502	Varies	Varies	44	160	160	2,000	12	0	0	2,332	P	0	0	2,332
42	4629		School St-Peters to Melody Ped.	CRP752 End to Melody Lane	0.16	17	E,F	40	100	1,000	10	0	10	1,160	P	0	0	1,160
43	32630		E. Leavenworth Road Safety	MP0 (US2) to MP3.37 Icicle Cr Rd	3.37	07	21	40	200	100	1,000	10	0	1,350	P	100	0	1,250



**SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM
2027 through 2032**

Adopted: ____/____/2026
Resolution No.: 2026-____
Amended: ____/____/____
Resolution No.: ____-____

							Funding Needs in Thousands of Dollars											
Priority No	Road Log No	CRP	Project Title	Termini/Vicinity	Project Length	FFC	Type of Works	Year 2027	Year 2028	Year 2029	Year 2030	Year 2031	Year 2032	6-Year Total	Fund Status	Local Funds	State Funds	Federal Funds
44	93150		Icicle Road-Bike Shoulders	begin to MP2.66	2.66	07	H	0	50	350	0	0	0	400	P	0	0	400
45	10070		Squilchuck Rd Improvements, Ph. II	Methow St to MP2.45	.75	06	21	0	57	100	175	465	10	807	P	290	2,617	0
46	46300		Peters Street Widening	Easy Street to School Street	0.44	19	21	0	0	100	280	1,000	10	1,390	P	262	1,008	0
47	4074		Mission St. and Terminal Ave. Int.	Mission St/Terminal Ave	0.05	16	IS	0	0	50	50	230	5	335	P	0	0	335
48	11300		Malaga-Alcoa Hwy Improvement	South of Malaga	1.50	07	05	0	0	0	61	100	2,039	2,200	P	220	3,779	0
49	45500	628	American Fruit Road	Knowles Road to Crestview Road	0.15	17	06	0	0	100	157	1,446	17	1,720	P	320	1,400	0
50	11300		Malaga-Alcoa/Stemilt Cr. Bridge	Bridge Limits	0.02	17	10	0	130	350	250	4,500	10	5,240	P	100	0	5,140
51	11300		Malaga-Alcoa/Stemilt Cr. Rd Int	Malaga-Alcoa Hwy and Stemilt Cr. Int	0.10	17	IS	0	0	0	100	875	3,145	4,120	P	4,120	0	0
52	11300		Malaga-Alcoa Hwy/Squilchuck Bridge	Bridge Limits	0.01	16	11	0	0	0	912	5,840	10	6,762	P	6,762	0	0
53	11300		Malaga-Alcoa Hwy Widening	Wenatchee City limits to So. Wenatchee Ave Intx.	0.28	16	21	0	0	75	175	50	1,600	1,900	P	1,900	0	0
54	12930	689	Boodry/S Wenatchee Ave Improvement	Malaga-Alcoa Intersection to Squilchuck Cr Br	0.12	09	28	0	0	100	200	100	2,000	2,400	P	100	0	2,300
55	varies		Manson SRTS Improvement	Manson Area	Varies	Varies	03	0	0	100	300	100	2,500	3,000	P	200	0	2,800
56	94200		Easy St/Peters St Intersection	MP 5.64 to MP 5.74	0.15	16	21	0	0	250	322	1,912	16	2,500	P	645	1,865	156
57	93350		Chumstick Hwy & Chiwawa Loop Rd	Chumstick and Chiwawa Loop Int	0.05	06	21	0	0	100	760	5	0	865	P	0	0	865
58	94200		Easy St. Pedestrian Phase II	Peter's St. to Ohme Gardens Rd. (City)	0.17	16	E,F	0	0	100	200	1,350	10	1,660	P	412	0	1,248
59	27860		Binder Rd. Pedestrian Phase II	Binder Rd MP 0 to 0.1 and Mission Cr MP 1.70 to 1.	0.20	Varies	E,F	0	0	0	80	260	1,250	1,590	P	100	0	1,490
60	94310		Peshastin Main Street Sidewalk	MP 4.21 to MP 4.30	0.09	07	E,F	0	0	0	70	140	690	900	P	212	0	830
61	94200		W. Monitor Bridge Deck Repair	Bridge limits	.05	08	14	0	0	0	10	500	10	520	P	520	0	0
62	93350		Chumstick Alt. Beaver Hill-Camp 12	Existing Hairpin MP12.8 to Camp 12 MP0.50	.75	6	01	0	0	200	500	1,100	8,200	10,000	P	0	0	10,000
63	52690	755	Totem Pole Road Phase II	Furey Ave to Hill St (Manson High School)	0.47	18	04	0	0	50	1,050	681	4,219	6,000	P	1,000	2,500	2,500
64	40270		Motteler Road Bridge Replacement	Motteler Road MP 0.10 to MP 0.17	0.07	09	11	0	500	2,100	20	0	0	2,620	P	262	658	134
65	48130		Moe Ridge Road Bridge Replacement	Bridge Limits	0.02	09	11	0	500	2,100	20	0	0	2,620	P	264	2,358	0
66	20000		No. 2 Caynon FDR	MP 3.24 (Stills Rd.) to MP 4.39 (end)	1.15	09	05	0	0	200	1,790	10	0	2,000	P	201	1,799	0
67	94310		North Road, Phase II	Fox Road to Nibblelink Road	2.10	07	04	0	0	0	0	50	130	180	P	20	160	200
68	35110		River Road Slope - Milepost 6	MP5.90 to MP6.10	.2	08	44	0	0	50	100	500	10	660	P	660	0	0
69	34990		Camp 12 Road Slope Stabilization	TBD	.1	08	44	0	0	0	50	200	0	250	P	250	0	0
70	93300		Chiwawa Loop Road, Phase IV	Sumac Lane to SR207	4.05	07	04	0	0	0	0	75	200	275	P	0	248	27
71	94200		Easy St / Crestview St Intersection	Intersection of East St and Crestview St	0.50	16	21	0	0	0	0	0	50	50	P	5	0	45
72	95100		Wapato Lake Road	Lloyd Road to Lower Joe Creek Road	3.39	07	04	0	0	0	0	90	210	300	P	30	290	0
73	94310		Peshastin Bridge Replacement	US2 to School District Driveway	0.11	07	10	0	0	0	0	500	1,000	1,500	P	0	0	1,500
74	57610		Union Valley Road	MP 2.42 to MP 3.63	1.21	09	05	0	0	0	0	20	330	350	P	350	0	0
75	53560		Pedoi St. Recirculation	Wapato Way Int. to Harris Int.	.44	19	18	0	0	0	0	10	10	20	P	20	0	0
76	Varies		Countywide Pavement Preservation II	Varies	Varies	Varies	05	0	0	0	0	0	0	0	P	0	0	0
77	91190		Stemilt Hill Slope Stabilization	Stemilt Hill Rd MP3.43 to MP3.65	0.22	08	44	0	0	0	0	0	0	0	P	0	0	0
78	92410		Mission Creek Road Widening			08	03	0	0	0	0	0	0	0	P	0	0	0
79	28860		Sunset Hwy Sidewalk	City Limits to Goodwin Rd	.14	07	E,F	0	0	0	0	0	0	0	P	0	0	0
80	56220		Boyd Road-Widening	City Limits to Boyd Loop Road	3.31	07	04	0	0	0	0	0	0	0	P	0	0	0
81	94710		So. Lakeshore Road, Phase II	Begin north of Slide Ridge to Fields Point.	4.13	07	04	0	0	0	0	0	0	0	P	0	0	0
82	59010		Howard Flats Rd Relocation	Howard Flats Rd MP1.10 to MP 1.35	0.25	09	07	0	0	0	0	0	0	0	P	0	0	0
83	93350		Chumstick Highway Rehabilitation	City Limits to Plain	13.1	07	04	0	0	0	0	0	0	0	P	0	0	0
84	34510		Titus Road-Multimodal			07	18	0	0	0	0	0	0	0	P	0	0	0
85	34510		Ski Hill Drive-Multimodal			07	18	0	0	0	0	0	0	0	P	0	0	0
86	53090		Green Avenue-Totem to Hill St.	Totem Pole Road to Hill Street	0.885	07	04	0	0	0	0	0	0	0	P	0	0	0



SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM
2027 through 2032

Adopted: ____/____/2026
Resolution No.: 2026-____
Amended: ____/____/____
Resolution No.: ____-____

							Funding Needs in Thousands of Dollars											
Priority No	Road Log No	CRP	Project Title	Termini/Vicinity	Project Length	FFC	Type of Works	Year 2027	Year 2028	Year 2029	Year 2030	Year 2031	Year 2032	6-Year Total	Fund Status	Local Funds	State Funds	Federal Funds
87	52730		Boetzkes Ave & Quatis St Int.		.01	19	44	0	0	0	0	0	0	0	P	0	0	0
88	95100		Wapato Lake Rd & Roses Ave Int.	Wapato Lake Rd and Roses Ave	.01	07	44	0	0	0	0	0	0	0	P	0	0	0
89	95100		SR150 & Wapato Lake Rd Intersection		.02	17	44	0	0	0	0	0	0	0	P	0	0	0
90	95200		Summit Blvd & Manson Blvd Int.	Summit Blvd and Manson Blvd Int.	.01	07	44	0	0	0	0	0	0	0	P	0	0	0
91	55050		Ivan Morse Road-Widening			09	03	0	0	0	0	0	0	0	P	0	0	0
92	54890		Grade Creek Road-Rehab			09	06	0	0	0	0	0	0	0	P	0	0	0
93	N/A		Trail Access to Lake Chelan			N/A	H	0	0	0	0	0	0	0	P	0	0	0
94	19060		Dixie Lane-Pedestrian & Widening			19	03	0	0	0	0	0	0	0	P	0	0	0
95	18900		Saturday Ave-Pedestrian			19	E,F	0	0	0	0	0	0	0	P	0	0	0
96	11300		Malaga Rd-Bike/Ped Access			17	E,F	0	0	0	0	0	0	0	P	0	0	0
97	11300		Saunders Road-Widening			17	03	0	0	0	0	0	0	0	P	0	0	0
98	9340	760	Lake Wenatchee Hwy Improvement	MP 0.00 (SR207) to MP 1.20	1.20	07	04	0	0	0	0	0	30	30	P	3	27	0
99	12930		So. Wenatchee Ave-SRTS Improvement	Malaga-Alcoa Hwy	0.30	19	E,F	0	0	0	0	0	0	0	P	0	0	0
100	46550		Burch Mtn Road-Bikeway			17	H	0	0	0	0	0	0	0	P	0	0	0
101	10660		Circle St-Sidewalks	Okanogan Ave to Saddle Mtn Trails		17	E,F	0	0	0	0	0	0	0	P	0	0	0
102	53560		S. Harris Sidewalks	Wapato Way to Pedoi	.17	19	E,F	0	0	0	0	0	0	0	P	0	0	0
103	10070		Squilchuck Urban-Terminal to City	Terminal Ave to City Limits	.49	16	E,F,03	0	0	0	0	0	0	0	P	0	0	0
104	10070		Squilchuck Preservation-Passing Lane		.9	7	04	0	0	0	0	0	0	0	P	0	0	0
105	2000		No. 2 Canyon Reconstruct-Primitive		.62	09	01	0	0	0	0	0	0	0	P	0	0	0
106	Varies		Sunnyslope-Update Subarea Plan	Sunnyslope Area	Varies		18	0	0	0	0	0	0	0	P	0	0	0
107	Varies		West Wenatchee-Update Subarea Plan	West Wenatchee Area		Varies	18	0	0	0	0	0	0	0	P	0	0	0
								12,737	11,952	21,385	19,105	22,614	28,191	115,984				
																27,639	37,984	52,890

COMMISSIONERS' NOTICE OF HEARING

Proposed 2027 Annual Road Program

NOTICE IS HEREBY GIVEN that a copy of the proposed 2027 Annual Road Program for Chelan County Roads are on file in the office of the Chelan County Public Works Department located at 316 Washington Street, Suite 402, Wenatchee, Washington, or on our web site and are open for public inspection.

A public hearing on the adoption of said programs will be held by the Board of County Commissioners at their office located at 400 Douglas Street, Wenatchee, Washington 98801, at **9:30 a.m. on October 20, 2026.**

Dated at Wenatchee, Washington this 6th day of October 2026.

BOARD OF COMMISSIONERS FOR CHELAN COUNTY

SHON SMITH, Chair

KEVIN OVERBAY, Commissioner

BRAD HAWKINS, Commissioner

ATTEST:ANABEL TORRES

Clerk of the Board

Publish: Wenatchee World: October 10, 2026 & October 17, 2026

Charge: Chelan County Public Works, 316 Washington Street, Suite 402, Wenatchee, WA 98801

Return Address:

Gatens Green Weidenbach, PLLC
PO Box 523
Cashmere, WA 98815

EASEMENT

Grantor (Burdened Property): Wapato Investments LLC, a Washington limited liability company

Grantee (Benefited Property): Chelan County, a Washington municipal corporation

Legal Description (abbreviated):

Burdened Property: Ptn. Sec. 27, T. 28 N., R. 21, E.W.M., Chelan County, Washington.
Additional legal on page 1.

Assessor's Tax Parcel ID#:

Burdened Property: 28-21-27-905-030

Parties and Properties

1.1 Grantor. WAPATO INVESTMENTS LLC, a Washington limited liability company ("Wapato Investments"), is the owner of the following described property located in Chelan County, Washington:

Tax Parcel No. 28-21-27-905-030:

Parcel A of Chelan County Boundary Line Adjustment No. 2024-233, Chelan County, Washington, recorded June 3, 2024, under Auditor's File No. 2594813.

TOGETHER WITH that portion of vacated Lakeshore Drive by Order of Vacation recorded _____, 2026, under Chelan County Auditor's File No. _____.

EXCEPT that portion deeded to Chelan County by Statutory Warranty Deed recorded _____, 2026, under Chelan County Auditor's File No. _____.

1.2 Grantee. CHELAN COUNTY, a Washington municipal corporation ("Chelan County").

Agreement

2.1 Grant of Easement. Grantor hereby grants to Grantee a nonexclusive easement as described herein of the type described herein for the purposes described herein (the "Easement").

2.2 Purpose. The purpose of this Easement is for the construction, operation, maintenance, repair and replacement of storm water infiltration trenches.

2.3 Consideration. This Easement is for and in consideration of the mutual benefit of the parties herein, the receipt and sufficiency of which is hereby acknowledged.

2.4 Appurtenant Easement. The benefits and burdens granted and imposed by this instrument shall run with the lands described herein.

2.5 Benefited Property. This Easement is to benefit Chelan County (the "Benefited Property").

2.6 Burdened Property. This Easement is to burden the following described real property situated in the County of Chelan, State of Washington:

Tax Parcel No. 28-21-27-905-030:

Parcel A of Chelan County Boundary Line Adjustment No. 2024-233, Chelan County, Washington, recorded June 3, 2024, under Auditor's File No. 2594813.

TOGETHER WITH that portion of vacated Lakeshore Drive by Order of Vacation recorded _____, 2026, under Chelan County Auditor's File No. _____.

EXCEPT that portion deeded to Chelan County by Statutory Warranty Deed recorded _____, 2026, under Chelan County Auditor's File No. _____.

(the "Burdened Property").

2.7 Location of Easement. The Easement shall be located as described on the attached Exhibits "A" and Exhibit "B", and as depicted on the attached Exhibit "C".

2.8 Term of Easement. The term of this Easement is perpetual.

2.9 Maintenance and Repair. The cost of any maintenance and repair of the

Easement shall be borne by Chelan County. Following any such maintenance and repair work, Chelan County shall restore the Easement area to substantially the same condition as before the performance of any such maintenance and repair work.

2.10 Venue. The venue of any action taken to enforce any part of this Easement shall be in Chelan County, Washington.

2.11 Number; Gender; Permissive Versus Mandatory Usage. Where the context permits, references to the singular shall include the plural and vice versa, and to the neuter gender shall include the feminine and masculine. Use of the word "may" shall denote an option or privilege and shall impose no obligation upon the party which may exercise such option or privilege; use of the word "shall" shall denote a duty or an obligation.

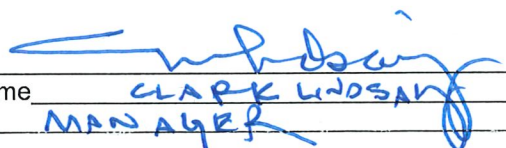
2.12 Captions and Construction. The captions in this Easement are for the convenience of the reader and are not to be considered in the interpretation of its terms.

2.13 No Merger. Merger shall not operate to void or terminate this Easement.

Dated this 4 day of AUGUST, 2026.

"GRANTOR"

WAPATO INVESTMENTS LLC
A Washington Limited Liability Company

By 
Print Name CLARK LINDSAY
Title MANAGER

STATE OF ~~WASHINGTON~~ ^{Wyoming})
) ss.
COUNTY OF Teton)

I certify that I know or have satisfactory evidence that Clark Lindsay is the person who appeared before me and said person acknowledged that he she signed this instrument, on oath stated that he she was authori ed to execute the instrument and acknowledged it as the Manager of WAPATO INVESTMENTS LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 4th day of August, 2026.



Mya Hartman
Typed Printed Name Mya Hartman
NOTARY PUBLIC Wyoming
In and for the State of Washington
My appointment expires July 31 2029

"GRANTEE"

CHELAN COUNTY, WASHINGTON
A Washington Municipal Corporation

By Its Board of County Commissioners:

SHON SMITH, Chairman

EVIN OVERBAY, Commissioner

BRAD HAW INS, Commissioner

ATTEST:

ANABEL TORRES, Clerk of Board

APPROVED AS TO FORM:

STEWART R. SMITH, Deputy Prosecuting Attorney

Date _____

EXHIBIT "A"

**Utility Easement #1 Description
Wapato Investments LLC and Chelan County**

Burdened Parcels:

Parcel A of Chelan County Boundary Line Adjustment #2024-233 recorded under Auditor's File #2594813 (Parcel #282127905030)

Lying in the Section 27 of Township 28 North, Range 21 East of the Willamette Meridian, Chelan County Washington:

Commencing at an iron pipe at the Northeast corner of Parcel B of said Chelan County Boundary Line Adjustment #2024-233 from which a rebar & cap, LS=31450 at the Southeast corner thereof bears S 51°34'25" E at a distance of 473.40 feet; thence N 63°03'05" W for 715.56 feet to the True Point of Beginning:

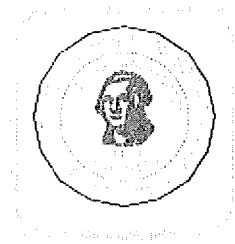
Thence N 03°28'15" E for 26.16 feet;

Thence N 86°31'45" W for 40.00 feet;

Thence S 03°28'15" W for 80.00 feet;

Thence S 86°31'45" E for 11.62 feet to the beginning on a non-tangent curve to the right, the center of which bears S 64°58'30" E at a radius distance of 280.00 feet;

Thence 60.98 feet along the arc of said curve, through a central angle of 12°28'39" to the Point of Beginning.



Page 1 of 2
July 13, 2024
Embrace Surveying
601 W Woodin Ave - PO Box 1107
Chelan WA - 98801-2266

EXHIBIT "B"

**Utility Easement #2 Description
Wapato Investments LLC and Chelan County**

Burdened Parcels:

Parcel A of Chelan County Boundary Line Adjustment #2024-233 recorded under Auditor's File #2594813 (Parcel #282127905030) and Tract 567, Plat of Van Slykes Map of Chelan Orchards Irrigated Lands, recorded in Volume 4 of Plats, page 19 (Parcel #282127905020) along with a portion of Lakeshore Drive that has been or may be vacated.

Lying in the Section 27 of Township 28 North, Range 21 East of the Willamette Meridian, Chelan County Washington:

Commencing at an iron pipe at the Northeast corner of Parcel B of said Chelan County Boundary Line Adjustment #2024-233 from which a rebar & cap, LS#31450 at the Southeast corner thereof bears S 51°34'25" E at a distance of 473.40 feet; thence N 80°08'03" W for 717.79 feet to the True Point of Beginning:

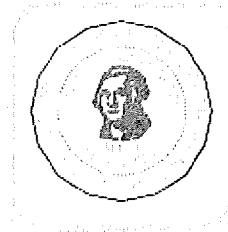
Thence N 46°05'23" W for 82.31 feet;

Thence S 43°54'37" W for 40.00 feet;

Thence S 46°05'23" E for 123.50 feet;

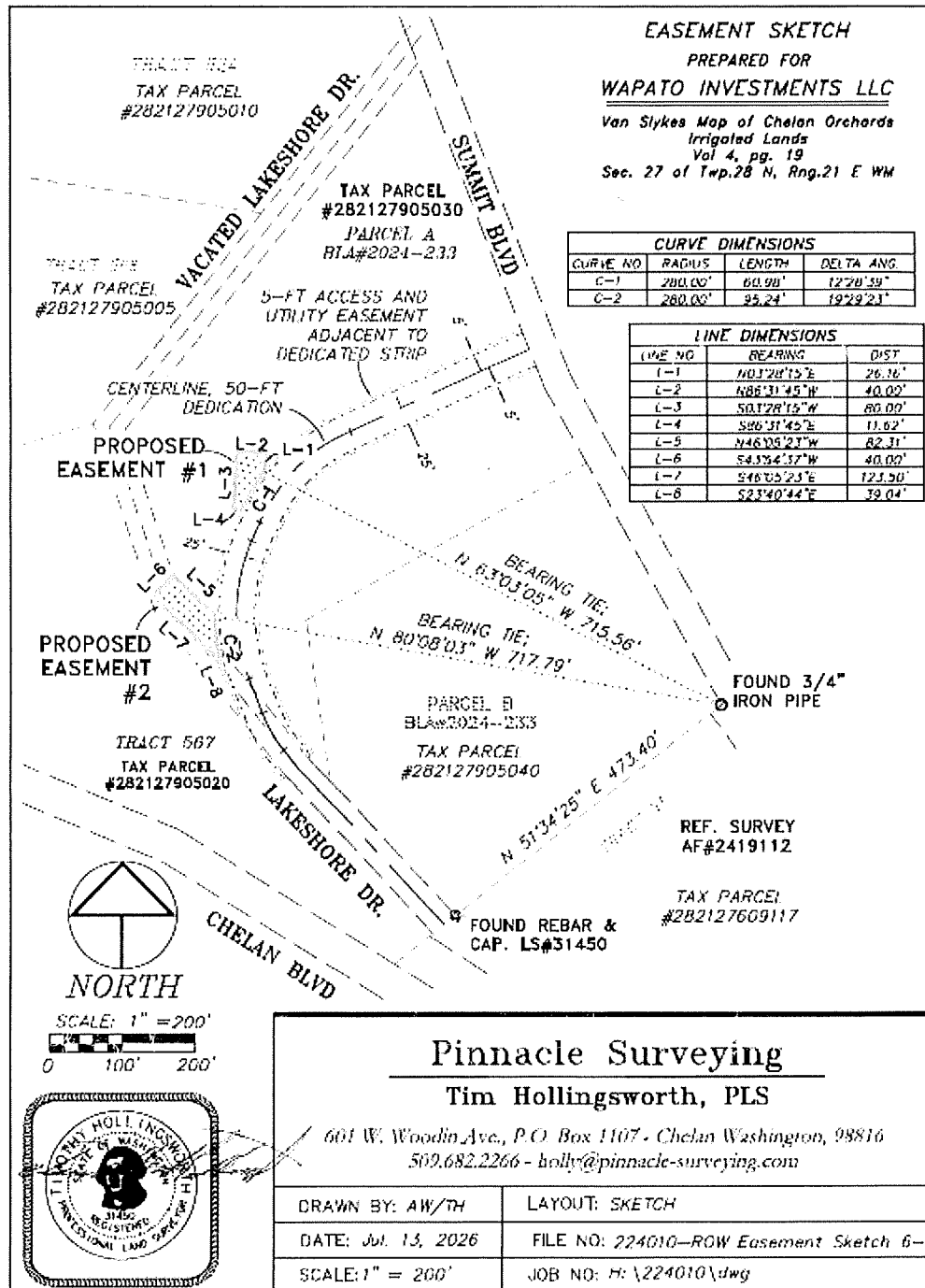
Thence S 23°40'44" E for 39.04 feet to the beginning on a non-tangent curve to the right, the center of which bears N 69°32'47" E at a radius distance of 280.00 feet;

Thence 95.24 feet along the arc of said curve, through a central angle of 19°29'23" to the Point of Beginning.



Page 2 of 2
July 13, 2026
Pinnacle Surveying
601 W. Washin Ave. • PO Box 1107
Chelan WA • 509-683-2266

EXHIBIT "C"



Return Address:

Jamie Parkins
Chelan County Public Works Department
316 Washington Street, Suite 402
Wenatchee, WA 98801

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of the warranty contained in the document itself.

Document Title: Final Order of Vacation
Grantor(s): Chelan County
Grantee(s): Wapato Investments, LLC
Legal Description: Sections 27, 28 and 22, Township 28 North, Range 21 East, W.M.
Assessor's Tax Parcel ID: N/A

Filed with the Auditor pursuant to RCW 39.34.040

FINAL ORDER OF VACATION

In the Matter of the Petition of Wapato Investments, LLC for the vacation of a County Road right of way known as a portion of Lakeshore Drive – Van Slykes Plat.

The Board having on the 17th day of September 2024, ordered the vacation of said road upon payment by the principal petitioner of all costs and expenses incurred in the proceedings, and said costs and expenses have been paid to the Treasurer of this county on the 5th day of July 2024.

It is ordered by the Board, that the county road right of way petitioned for vacation by Wapato Investments, LLC. and others, be vacated as depicted on Exhibit “A” and described as follows:

That portion of platted right-of-way, 40-feet in width within the plat of VAN SLYKES MAP OF TRACTS 522 523 524 567 and 568 of CHELAN ORCHARDS IRRIGATED LANDS MANSON WASHINGTON, as recorded as recorded February 2nd 1926 in Volume 4 of Plats, page 19, (Auditor's File Number 138331) records of Chelan County, Washington, the centerline of said 40-foot right-of-way described as follows:
COMMENCING at a point at the intersection of the southerly boundary of said plat and the centerline of said platted right-of-way that lies between Tracts 522 and 567;

Thence along said platted centerline North 42° 51' West for 301.3 feet to **THE POINT OF BEGINNING** of this description;

Thence along said platted centerline North 38° 11' West for 290.0 feet;

Thence along said platted centerline North 17° 44' West for 260.0 feet;

Thence along said platted centerline North 39° 00' East for 700.0 feet and **THE END OF THIS DESCRIPTION.**

EXCEPT existing right-of-way for Summit Boulevard, County Road.

Containing 0.058 acres more or less

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Dated at Wenatchee, Washington this 6th day of October 2026.

BOARD OF COUNTY COMMISSIONERS

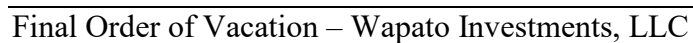
SHON SMITH, Chairman

KEVIN OVERBAY, Commissioner

BRAD HAWKINS, Commissioner

ATTEST: ANABEL TORRES

Clerk of the Board



INTERLOCAL AGREEMENT RE: PAYMENT IN LIEU OF FRANCHISE COMPENSATION

THIS INTERLOCAL AGREEMENT ("Agreement") is hereby entered into this date by and between CHELAN COUNTY (the "County"), and the PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY (the "District"), sometimes collectively referred to as the "Parties."

WHEREAS, the COUNTY owns public rights of way that are used by the District to deliver services to the citizens in Chelan County; and

WHEREAS, Resolution 2025-48 was approved by the County on June 6, 2025, thereby granting a 20-year franchise to the District ("Franchise Agreement"); and

WHEREAS, the County does not presently have statutory authority to impose a utility tax; and

WHEREAS, the County may apply a franchise compensation system to capture the value of property rights granted by franchise agreements; and

WHEREAS, the Parties seek to establish a mutually negotiated fee in lieu of a franchise fee or other compensation process.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the foregoing representations, which are incorporated by this reference into the Agreement, the County and the District agree as follows:

1. Purpose/Recitals.

The purpose of this Agreement is to provide a compensation payment from the District to the County in lieu of a franchise fee. The foregoing Recitals are incorporated into this Agreement by reference.

2. Term.

This Agreement shall be effective on the latest date of execution by the Parties ("Effective Date").

This Agreement shall terminate on June 9, 2045, concurrent with the Franchise Agreement, or as otherwise contemplated herein.

Upon termination of this Agreement, all obligations and liabilities incurred by the Parties through the date of termination shall be preserved until satisfied.

Notwithstanding any provision of this Agreement to the contrary, the rights and obligations of this Agreement set out at Sections 6 and 7 shall survive termination of this Agreement.

3. Payment.

On or before January 30 each year, the District shall pay to the County 5.5% of the District's retail electric service revenue in unincorporated Chelan County, excluding Schedule 4 Large Load services and off-system sales, for the prior calendar year ("Payment"). For illustrative purposes, based on 2025 revenue, the Payment would have been approximately \$1.35 million. Except as the Payment may be adjusted under the provisions of Section 5.2, the Parties agree that \$1.35 million shall be the minimum amount for a Payment based on any prior calendar year during the entirety of this Agreement. The first Payment shall be due January 30, 2027.

For the revenue year 2045, should this Agreement not be extended or otherwise renegotiated as part of a new franchise agreement, the District's final payment shall be prorated through June 30, 2045 and paid to the County by January 30, 2046.

4. County's Use of Funds.

The County agrees to use the Payment funds only for the following purposes:

1. County law enforcement operations, including, but not limited to, necessary equipment to patrol and service the Columbia River and Lake Chelan;
2. Activities that fall under the accustomed description of "Public Works," including, but not limited to, road and right-of-way maintenance, snow removal, flooding mitigation, disaster recovery, and similar work;
3. Emergency management administration and activities, including, but not limited to, wildfire resiliency efforts, weather events, environmental hazards and similar activities;
4. Natural and cultural resource activities, including, but not limited to, forestry, conservation, mitigation, preservation, recreation, and similar activities; and
5. Other uses as the Parties may agree in writing.

5. County Obligations.

In consideration of the Payment, the County shall:

1. Suspend application of Section 8 (Franchise Compensation) for the Franchise Agreement for the duration of this agreement.
2. Seek funding sustainability through other means, including an annual adjustment to the property tax levy of at least the 1% levy limit. If the County elects not to make an annual adjustment of at least 1%, the District's Payment percentage of retail electric service revenue in unincorporated Chelan County under Section 3 shall change to 3.5% instead of 5.5% for each year in which the County fails to make the annual adjustment of at least 1%.
3. Support District law enforcement needs on a good faith basis and in accordance with Interlocal Agreement 17-003 (or future agreement) between the Parties, which provides direct reimbursement to the Sheriff's Office for services delivered, such as uniformed law enforcement presence at public meetings and in support of public operations.
4. Upon request, provide the District with a brief annual report of how the Payment funds have been spent by the County.

6. Records.

The Parties shall keep and maintain accurate and complete records pertaining to this Agreement. Each party shall have full access and right to examine any records during the term of this Agreement and for six (6) years thereafter. All records, books, documents and other materials maintained, prepared or issued by each Party in the implementation of this Agreement shall be the property of the issuing Party, and each Party shall have the responsibility of the retention and release of these materials. The records

retention period shall be tolled during the pendency of any claims or suits related in any way to this Agreement and any records for which a party has custody or responsibility shall not be destroyed or purged until final resolution of all claims or lawsuits.

7. Indemnity.

The County shall indemnify, defend and hold harmless the District, its commissioners, officers, agents, employees, contractors, and subcontractors from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by any negligent act, omission or failure of the County, its officers, agents, and employees, in connection with any use of the Payment funds, except to the extent caused by the negligent acts or omissions of the District or its agents.

The indemnification obligation of the County shall not be limited in any way by the application of any workmen's compensation acts, disability benefit acts or other employee benefit acts and the County expressly waives the protection afforded by such laws. The foregoing waiver and indemnification obligations have been mutually negotiated.

8. Administration of the Agreement.

No separate legal or administrative entity is created pursuant to this Agreement. The County Administrator will administer this Agreement for the County. The General Manager will administer this Agreement for the District.

9. Termination.

As expressed above, this Agreement shall terminate on June 9, 2045, concurrent with the Franchise Agreement, or as provided in Section 20. This Agreement may also be terminated at any time on such terms as agreed to in a writing signed by the Parties.

10. Notices.

All notices and payments hereunder shall be sent or delivered to the following respective address:

County:

Chelan County Administrator
400 Douglas St. Suite 201
Wenatchee, WA 98801

District:

General Manager
Public Utility District No. 1 of Chelan County
203 Olds Station Rd.
Wenatchee, WA 98801

Or to such other respective addresses as either Party may hereinafter designate in writing (including via email or wire transfer if agreed by the Parties). All notices and payments mailed by regular post (including first class) shall be deemed to be given on the second business day following the date of

mailing. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

11. Amendment.

The County and the District may mutually amend this Agreement in a writing signed by the Parties.

12. Severability.

In the event that any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and validated to the extent permitted by law. All other provisions of this Agreement are severable, and the unenforceability or invalidity of any single provision hereof shall not affect the remaining provisions.

13. Attorney Fees.

In the event of litigation regarding any of the terms of this Agreement, each Party shall pay its own attorney fees and costs.

14. Construction.

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings among the Parties with respect thereto. This Agreement may be amended only by an agreement in writing signed by the Parties.

15. Mutual Negotiation and Construction.

This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.

16. Governing Law; Venue.

This Agreement is governed by the laws of the state of Washington, without regard to its conflict of law provisions. The jurisdiction of any action hereunder shall be in the Superior Court, Douglas County, Washington.

17. Public Disclosure.

The obligations of the parties regarding confidential information may be subject to state and federal public disclosure laws, as now exist or as may be hereafter amended. The parties may disclose confidential information to the extent it is required to be disclosed pursuant to the public disclosure laws. If a public disclosure of confidential information is requested, the party receiving the request agrees to notify the other of such request at least ten (10) business days prior to disclosure being made. The other party may immediately seek a protective order in the appropriate court. The receiving party will reasonably cooperate with the other in such action, but is under no obligation to obtain or seek any court protection.

18. Relationship of Parties.

The Parties intend that an independent contractor relationship will be created by this Agreement. Neither Party, its officers, employees, agents, contractors or subcontractors shall be considered an agent or employee of the other for any purpose and neither party is entitled to any of the benefits that the other provides for its respective employees.

19. No Third-Party Beneficiaries.

This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.

20. Other Terms.

The Parties may regularly meet to discuss activities and projects of mutual interest and/or benefit. Through this engagement, additional partnership opportunities, which may or may not include funding by either Party or joint funding, may be identified and effectuated via separate interlocal agreements.

Should counties in Washington State gain statutory authority to impose a utility tax similar to municipalities, this Agreement will terminate 180 days after the passage of a resolution by the County to implement said tax. The District's final Payment shall be prorated as of the termination date and is due by January 30 of the following year.

Nothing in this Agreement prohibits the District from contributing funding to additional County projects and areas of mutual interest.

APPROVED BY:

PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY

This ___ day _____ of 2026.

By: _____

Name: _____

Title: _____

Attest: _____

Chelan PUD Contract Record #26-15326

Dated at Wenatchee, Washington this 6th day of October 2026.

BOARD OF COUNTY COMMISSIONERS

SHON SMITH, Chairman

KEVIN OVERBAY, Commissioner

BRAD HAWKINS, Commissioner

ATTEST: ANABEL TORRES

Clerk of the Board

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: **2026-05**

Firm/Organization Legal Name (do not use dba's): David Evans and Associates, Inc.	
Address 1442 S.E. Eastgate Way, Suite 400, Bellevue, WA 98807	Federal Aid Number HSIP-C041(001)
UBI Number 600-227-608	Federal TIN 93-0661195
Execution Date October 1, 2027	Completion Date June 1, 2028
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No
Project Title Binder and Tigner Road Improvements, CRP685	
Description of Work This project will improve Binder Road and Tigner Road that serve as the main access to Cashmere Middle and High Schools. The project will start at the southern Cashmere City limits and extend 1,000 feet south. The project's primary purpose is to install shoulders, sidewalk, midblock crossing, and improve intersection angle. To minimize impacts to steep slopes and right of way, gravity retaining walls may be required. In addition, new drainage structures will be constructed to treat and convey stormwater through the project.	
☐ Yes ☐ Yes ☐ Yes ☒ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☐ No SBE Participation
Maximum Amount Payable: \$32,592.29	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:

Name: Jason Detamore
 Agency: Chelan County Public Works Department
 Address: 316 Washington Street, Suite 402
 City: Wenatchee State: WA Zip: 98801
 Email: Jason.Detamore@co.chelan.wa.us
 Phone: (509) 667-6573
 Facsimile: N/A

If to CONSULTANT:

Name: Gray Rand
 Agency: David Evans and Associates
 Address: 14432 SE Eastgate Way, Suite 400
 City: Bellevue State: WA Zip: 98807
 Email: ogr@deainc.com
 Phone: (425) 519-6500
 Facsimile: N/A

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

- A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

2026-05

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

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

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Jason Detamore
 Agency: Chelan County Public Works Department
 Address: 316 Washington Street, Suite 402
 City: Wenatchee State: WA Zip: 98801
 Email: Jason.Detamore@co.chelan.wa.us
 Phone: (509) 667-6573
 Facsimile: N/A

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

See supplemental signature page

Signature

Date

Signed by:

Gray Rand

A280E85517E34F2...

Signature

9/30/20

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

SUPPLEMENTAL SIGNATURE PAGE
STANDARD CONSULTANT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2026
between the Board of Chelan County Commissioners, hereinafter called the “AGENCY”,
and David Evans and Associates, Inc hereinafter called the “CONSULTANT”. In
witness where, the parties hereto have executed this AGREEMENT as of the day and
year first above written.

**BOARD OF CHELAN COUNTY
COMMISSIONERS**

SHON SMITH, Chairman

KEVIN OVERBAY, Commissioner

BRAD HAWKINS, Commissioner

ATTEST: ANABEL TORRES

Clerk of the Board

Approved As To Form:

STEWART R. SMITH
Deputy Prosecuting Attorney

Dated: _____

Exhibit A ***Scope of Work***

Project No. **CRP685**

BINDER TIGNER ROAD INTERSECTION IMPROVEMENTS PROJECT - SCOPE OF SERVICES

DEA will assist Chelan County Public Works in preparation of environmental documentation for the Binder and Tigner Road Improvements Project (CRP685). This project will improve Binder Road and Tigner Road, both Rural Major Collectors, that serve as the main access to the southern access to Cashmere Middle School and High School. The project will start at the southern Cashmere City limit and extend 1,000-feet south. The project's primary purpose is to install shoulders, sidewalk, midblock crossing, and improve intersection angle. To minimize impacts to steep slopes and right of way, gravity retaining walls may be required. In addition, new drainage structures will be constructed to treat and convey stormwater through the project and connect to the City's existing system at Glenn Street. The County anticipates the project to be complete up to 90% design by the end of 2027 in order to complete construction by the end of summer 2028.

DEA's team will provide: (1) a Cultural Resource Assessment and (2) a Biological Assessment (BA) under Section 7 of the Endangered Species Act.

Task 1.0 Cultural Resource Assessment

This task will be performed by DEA's subconsultant Cultural Resources Consultants (CRC), Margaret Berger, Principal. The CONSULTANT shall prepare a cultural resources assessment report for the project consistent with Washington State Department of Archaeology and Historic Preservation (DAHP) standards and the requirements of WSDOT and FHWA.

The CONSULTANT has identified the following subtasks:

Background Research

The CONSULTANT will conduct a search of site files recorded at DAHP; a review of relevant correspondence between the project proponent, stakeholders and DAHP; and a review of pertinent environmental, archaeological, ethnographic, and historical information appropriate to the project area.

Tribal Contact

The CONSULTANT will contact the cultural resources staff of the Tribes consulted by WSDOT for this project. This communication is intended to inform the cultural resources assessment and does not constitute government-to-government consultation.

Field Identification

The CONSULTANT will provide a field investigation of the project location for identification of archaeological and historical resources and, if necessary, excavation of shovel test probes or other exploratory excavations in environments that might contain buried archaeological deposits. Field methods will be consistent with DAHP guidelines.

Documentation of Findings

The CONSULTANT will document and record historic properties within the project area, including preparation of Washington State archaeological and/or historic site(s) forms. Documentation will be consistent with DAHP standards.

Cultural Resources Assessment Report

The CONSULTANT will prepare a Cultural Resources Assessment Report describing background research, field methods, results of investigations, and management recommendations. The report will provide supporting documentation of findings, including maps and photographs, and will conform to DAHP reporting standards. The report and supporting materials will be provided electronically.

Deliverables:

- One Draft Cultural Resources Assessment Report with Inventory Forms (pdf electronic copy).
- One Final Cultural Resources Assessment Report with Inventory Forms (pdf electronic copy).

Assumptions:

- DAHP has concurred with the APE submitted by the COUNTY to WSDOT on January 28, 2026 and the APE consultation period has concluded.
- Up to two rounds of review of the Cultural Resources Assessment report may be required.
- No more than 20 shovel test probes would be excavated in the APE outside existing hardened surfaces. If extensive archaeological deposits are encountered or if additional shovel test probes are warranted within the project area, it may be necessary to amend this scope to accommodate additional investigations for purposes of site identification.
- No more than one archaeological site and no historic sites will be identified within the APE.
- It will be necessary amend this scope for additional site documentation if more sites are found. No in-person meetings with clients and/or stakeholders will be required.
- The CONSULTANT will request utility locator services via the One-Call Utility Locate Center.
- This scope assumes that the COUNTY will provide the necessary Right of Entry authorizations to the CONSULTANT for any portion of the APE outside of public right-of-way.
- If human remains are found within the project area, all CONSULTANT field investigations will cease immediately, proper authorities will be notified, and the CONSULTANT will not resume field investigations until applicable state laws are addressed.

Task 2.0 Biological Assessment (BA)

Background Data Gathering: DEA will review project maps and a description of proposed activities (provided by Chelan County) and will contact County personnel to clarify the extent of the proposed project activities, if necessary. DEA shall research existing literature and scientific data to determine species distribution, habitat requirements, and other pertinent biological requirements for the target species. Also, biologists from the Washington Department of Fish and Wildlife (WDFW), U.S. Fish and Wildlife Service (USFWS), and the National Marine Fisheries Service (NMFS) may be consulted for further information on species occurrence, habitat requirements, and vulnerability to project-related activities. To the greatest extent practicable, DEA will depend on existing information readily available in the public domain to prepare the document.

DEA Site Visit: DEA will conduct a one-day site visit to characterize existing conditions at the project site. The site visit will be conducted by one DEA biologist. This task also includes time for an additional site visit with regulatory agency representatives, if necessary.

Report: DEA will document the findings from the above tasks in a Biological Assessment (BA). DEA will assess species' general requirements and habits, such as timing of nesting or spawning, wintering activities, and vulnerability to disturbance. DEA will also discuss the documented and potential occurrence of each species and the level of use within the project area. DEA will describe the potential project impacts for each species. The BA will provide recommendations for impact avoidance and/or minimization, if appropriate, and will include an impact determination for each species addressed. DEA will analyze direct and indirect impacts to the species, as well as impacts to potential habitat, using the information compiled in the above tasks. DEA will consider long-term impacts including physical impacts to nests, roosts, perches, spawning areas, migration corridors, feeding areas, cover, and other important habitat. DEA will also evaluate effects from interrelated and interdependent actions. DEA will consider potential temporary impacts, including visual and audible disturbance to listed and proposed species from construction activities. The BA will also include a discussion of impacts to bald and golden eagles, which are protected under the federal Bald and Golden Eagle Management Act. If it is ultimately determined that the project will have "no effect" on listed species, the deliverable will be a No Effect Letter (NEL) prepared according to WSDOT guidance.

Deliverables: DEA will prepare one draft Biological Assessment (or NEL) for review by Chelan County. Following incorporation of any County comments, a final reproducible copy, and up to four bound copies, will be provided to the County. Task also includes time to respond to comments on the BA/NEL by WSDOT Local Programs personnel.

Assumptions:

- The BA/NEL will be consistent with the most current version of Washington State Department of Transportation's BA preparation guidance and prepared by a Qualified Senior BA Author as approved by WSDOT.
- Site visit will be conducted by one DEA biologist.

- No time for permitting is included in the contract.
- Project assumes no support for formal consultation with USFWS or NMFS.

Task 3.0 Project Management/Quality Management

DEA will coordinate with the County and conduct standard project management and quality management activities, including preparing invoices, project setup and closeout, budget tracking, managing subconsultants, document review, and task management. It also assumes that no site meetings will be required for this task.

Chelan County-Furnished Materials:

- Detailed project plans, description, scope, critical areas map, vicinity map;
- Permission for private property access (if necessary);
- Temporary erosion and sedimentation control plan if possible, otherwise BMPs likely to be used;
- Existing impervious surface area and new impervious surface area;
- Existing and proposed stormwater treatment methods and quantities;
- Photographs (if available);
- Environmental Permits (when completed and/or received from agencies).

Exhibit B

DBE Participation Plan

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

Exhibit C

Electronic Exchange of Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the Consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

- a. **Horizontal Datum:** Washington State Plane, North Zone, NAD 83/91, US Survey Feet, transformed to project ground datum using an average combined scale factor appropriate for the project ($SPC \times SF = \text{Ground}$) from 0 Northing and 0 Easting.
- b. **Vertical Datum:** NAVD (29)
- c. **Transformation data:** Using found monumentation common, provide transformation scale factors to enable Chelan County to transform existing datum to and from Washington State Plane grid and ground coordinates and distances.

B. Roadway Design Files: Land XML or Civil 3D

C. Computer Aided Drafting Files: AutoCAD 2009 Compatible or Civil 3D

D. The Agency has a Right to Review Product with the Consultant

E. Electronic Deliverables to Be Provided to the Agency

- a. **AutoCAD:** Provide AutoCAD drawings of all finished construction as a printout and AutoCAD file.
- b. **Word:** Provide specifications as a Microsoft Word file.

F. Specify What Agency Furnished Services and Information is to Be Provided by the Agency:

- a. **Topo Survey Data:** Printout and 3D AutoCAD file or Civil 3D. The data will include enough information to generate accurate cross sections, contours with features including utilities. Location of trees will be completed at a later date.
- b. **Right-of-way and Calculated data:** Provide any calculated data such as right-of-way.
- c. **Alignment Information:** Alignment and profiles, property lines and section lines as d printout and 2d AutoCAD file.

II. Any Other Electronic Files to Be Provided:

- a. **Construction Staking Notes:** As a Microsoft Excel file

III. Methods to Electronically Exchange

- a. Email as PDF

2026-05

Exhibit D
Prime Consultant Cost Computations

FEES FOR SERVICES

Cost estimates for each of the tasks described above are listed in the attached cost spreadsheet. These estimates are based on hourly rates for staff anticipated to work on the project using approved WSDOT rates. Work will be conducted on a time and materials basis not to exceed the estimate shown below without prior written authorization from the client. Subcontractor work will be billed as a project expense. WSDOT approved ICR Letters and ANTE tables are attached for both DEA and CRC. Also attached is the separate cost estimate from CRC.

SCHEDULE

Following issuance of a notice-to-proceed by the County, DEA will diligently proceed with services described herein until complete. DEA will not be responsible for delays caused by factors beyond DEA's control or which could not have been foreseen at the time this Authorization was executed. This is particularly true where DEA's work requires a work product from the County, their agent, or project designer/engineer. In the event any payment due DEA under the terms of this Authorization is delinquent, DEA may suspend all services until all payment delinquencies have been remedied.

David Evans and Associates, Inc Chelan County - Binder/Tigner Road Improvements Environmental Services							TOTAL COST PER TASK (includes overhead, fee, and expenses)	
Task 1 - Project Management (including QA/QC)								
Project Administration								
QC/Coordination with Sub								\$331.00
Correspondence and Meetings								\$310.00
Invoice and Progress Reports								\$221.36
								\$662.00
Subtotal Direct Labor								\$1,524.36
Task 2 - Biological Assessment								
Background/Site Visit								\$663.60
Report (Draft for County Review)								\$3,485.62
Draft for WSDOT Review								\$1,686.60
Final								\$445.14
Subtotal Direct Labor								\$6,280.96
Total Hours Direct Labor								
DEA TOTAL DIRECT LABOR								\$7,805.32
							DEA TOTAL LABOR COST	
							\$23,432.92	

Actuals Not To Exceed Table (ANTE)

David Evans and Associates, Inc.				
JOB CLASSIFICATIONS	2026 Labor Rate NTE	Overhead NTE 171.00%	Fixed Fee NTE 30.00%	2026 All Inclusive Hourly Billing Rate NTE
Administrative Assistant IV (ADM4)	\$49.14	\$84.03	\$14.74	\$147.91
Business Development Leader I (BUD1)	\$76.69	\$131.14	\$23.01	\$230.84
Business Development Leader II (BUD2)	\$124.09	\$212.19	\$37.23	\$373.51
Business Development Leader III (BUD3)	\$118.13	\$202.00	\$35.44	\$355.57
Business Development Leader IV (BUD4)	\$161.62	\$276.37	\$48.49	\$486.48
BU/COE Sr. Manager I (BUS1)	\$92.36	\$157.94	\$27.71	\$278.00
BU/COE Sr. Manager II (BUS2)	\$127.06	\$217.27	\$38.12	\$382.45
BU/COE Sr. Manager III (BUS3)	\$171.44	\$293.16	\$51.43	\$516.03
CAD Technician I (CAD1)	\$32.44	\$55.47	\$9.73	\$97.64
CAD Technician II (CAD2)	\$41.10	\$70.28	\$12.33	\$123.71
CAD Technician III (CAD3)	\$42.68	\$72.98	\$12.80	\$128.47
CAD Technician IV (CAD4)	\$60.49	\$103.44	\$18.15	\$182.07
CAD Technician V (CAD5)	\$61.61	\$105.35	\$18.48	\$185.45
COE Delivery Leader I (CDL1)	\$56.49	\$96.60	\$16.95	\$170.03
COE Delivery Leader II (CDL2)	\$64.10	\$109.61	\$19.23	\$192.94
COE Delivery Leader III (CDL3)	\$96.19	\$164.48	\$28.86	\$289.53
Construction Inspector I (CIN1)	\$40.04	\$68.47	\$12.01	\$120.52
Construction Inspector II (CIN2)	\$46.64	\$79.75	\$13.99	\$140.39
Construction Inspector III (CIN3)	\$55.42	\$94.77	\$16.63	\$166.81
Construction Inspector IV (CIN4)	\$67.58	\$115.56	\$20.27	\$203.42
Construction Inspector V (CIN5)	\$72.80	\$124.49	\$21.84	\$219.13
Construction Services Manager I (CSM1)	\$46.08	\$78.80	\$13.82	\$138.70
Construction Services Manager II (CSM2)	\$56.44	\$96.51	\$16.93	\$169.88
Construction Services Manager III (CSM3)	\$84.34	\$144.22	\$25.30	\$253.86
Construction Services Manager IV (CSM4)	\$89.89	\$153.71	\$26.97	\$270.57
Deputy Construction Manager (DCON)	\$48.31	\$82.61	\$14.49	\$145.41
Designer I (DES1)	\$38.53	\$65.89	\$11.56	\$115.98
Designer II (DES2)	\$50.23	\$85.89	\$15.07	\$151.19
Designer III (DES3)	\$64.43	\$110.18	\$19.33	\$193.93
Designer IV (DES4)	\$75.37	\$128.88	\$22.61	\$226.86
Designer V (DES5)	\$77.05	\$131.76	\$23.12	\$231.92
Electrical Engineer II (ELE2)	\$55.26	\$94.49	\$16.58	\$166.33
Electrical Engineer III (ELE3)	\$54.16	\$92.61	\$16.25	\$163.02
Engineering Designer I (END1)	\$46.94	\$80.27	\$14.08	\$141.29
Engineering Designer II (END2)	\$58.38	\$99.83	\$17.51	\$175.72
Engineering Designer III (END3)	\$64.64	\$110.53	\$19.39	\$194.57
Engineer III (ENG3)	\$67.54	\$115.49	\$20.26	\$203.30
Engineer IV (ENG4)	\$75.90	\$129.79	\$22.77	\$228.46

Actuals Not To Exceed Table (ANTE)

David Evans and Associates, Inc.				
JOB CLASSIFICATIONS	2026 Labor Rate NTE	Overhead NTE 171.00%	Fixed Fee NTE 30.00%	2026 All Inclusive Hourly Billing Rate NTE
Engineer V (ENG5)	\$86.27	\$147.52	\$25.88	\$259.67
Engineer VI (ENG6)	\$100.46	\$171.79	\$30.14	\$302.38
Engineer VII (ENG7)	\$124.49	\$212.88	\$37.35	\$374.71
Flight Operations Manager (FLOM)	\$84.48	\$144.46	\$25.34	\$254.28
Field Survey Technician I (FST1)	\$29.48	\$50.41	\$8.84	\$88.73
Field Survey Technician II (FST2)	\$31.84	\$54.45	\$9.55	\$95.84
Field Survey Technician III (FST3)	\$36.06	\$61.66	\$10.82	\$108.54
Field Survey Technician IV (FST4)	\$38.63	\$66.06	\$11.59	\$116.28
GIS Analyst II (GIA2)	\$49.14	\$84.03	\$14.74	\$147.91
GIS Analyst III (GIA3)	\$54.07	\$92.46	\$16.22	\$162.75
GIS Analyst IV (GIA4)	\$57.88	\$98.97	\$17.36	\$174.22
GIS Manager (GISM)	\$64.43	\$110.18	\$19.33	\$193.93
Graphic Designer II (GRD2)	\$50.23	\$85.89	\$15.07	\$151.19
Graphic Designer III (GRD3)	\$53.72	\$91.86	\$16.12	\$161.70
Geospatial Technician I (GST1)	\$42.83	\$73.24	\$12.85	\$128.92
Geospatial Technician II (GST2)	\$46.80	\$80.03	\$14.04	\$140.87
Geospatial Technician III (GST3)	\$53.56	\$91.59	\$16.07	\$161.22
Geospatial Technician IV (GST4)	\$66.75	\$114.14	\$20.03	\$200.92
Hydrographer I (HYD1)	\$33.79	\$57.78	\$10.14	\$101.71
Hydrographer II (HYD2)	\$36.49	\$62.40	\$10.95	\$109.83
Hydrographer III (HYD3)	\$43.68	\$74.69	\$13.10	\$131.48
Hydrographer IV (HYD4)	\$64.33	\$110.00	\$19.30	\$193.63
Hydrographer V (HYD5)	\$76.44	\$130.71	\$22.93	\$230.08
Hydrographer VI (HYD6)	\$88.40	\$151.16	\$26.52	\$266.08
Intern I (INT1)	\$28.62	\$48.94	\$8.59	\$86.15
Intern II (INT2)	\$25.01	\$42.77	\$7.50	\$75.28
Landscape Designer I (LAD1)	\$32.72	\$55.95	\$9.82	\$98.49
Landscape Designer II (LAD2)	\$38.16	\$65.25	\$11.45	\$114.86
Landscape Designer III (LAD3)	\$46.00	\$78.66	\$13.80	\$138.46
Landscape Designer IV (LAD4)	\$52.04	\$88.99	\$15.61	\$156.64
Landscape Architect II (LAR2)	\$45.24	\$77.36	\$13.57	\$136.17
Landscape Architect III (LAR3)	\$53.60	\$91.66	\$16.08	\$161.34
Landscape Architect IV (LAR4)	\$66.07	\$112.98	\$19.82	\$198.87
Landscape Architect V (LAR5)	\$68.23	\$116.67	\$20.47	\$205.37
Office Survey Technician I (OST1)	\$36.59	\$62.57	\$10.98	\$110.14
Office Survey Technician II (OST2)	\$36.69	\$62.74	\$11.01	\$110.44
Office Survey Technician III (OST3)	\$44.42	\$75.96	\$13.33	\$133.70
Office Survey Technician IV (OST4)	\$50.08	\$85.64	\$15.02	\$150.74

Actuals Not To Exceed Table (ANTE)

David Evans and Associates, Inc.				
JOB CLASSIFICATIONS	2026 Labor Rate NTE	Overhead NTE 171.00%	Fixed Fee NTE 30.00%	2026 All Inclusive Hourly Billing Rate NTE
Office Survey Technician V (OST5)	\$52.86	\$90.39	\$15.86	\$159.11
Office Survey Technician VI (OST6)	\$58.24	\$99.59	\$17.47	\$175.30
Project Accountant II (PAC2)	\$39.43	\$67.43	\$11.83	\$118.68
Project Accountant III (PAC3)	\$45.32	\$77.50	\$13.60	\$136.41
Project Accountant IV (PAC4)	\$51.32	\$87.76	\$15.40	\$154.47
Project Accountant V (PAC5)	\$55.45	\$94.82	\$16.64	\$166.90
Party Chief I (PCH1)	\$39.86	\$68.16	\$11.96	\$119.98
Party Chief II (PCH2)	\$45.95	\$78.57	\$13.79	\$138.31
Party Chief III (PCH3)	\$52.72	\$90.15	\$15.82	\$158.69
Party Chief IV (PCH4)	\$60.61	\$103.64	\$18.18	\$182.44
Party Chief V (PCH5)	\$67.60	\$115.60	\$20.28	\$203.48
Project Controls Specialist I (PCS1)	\$42.64	\$72.91	\$12.79	\$128.35
Project Controls Specialist II (PCS2)	\$49.92	\$85.36	\$14.98	\$150.26
Project Controls Specialist III (PCS3)	\$56.13	\$95.98	\$16.84	\$168.95
Project Controls Specialist IV (PCS4)	\$65.82	\$112.55	\$19.75	\$198.12
Project Controls Specialist V (PCS5)	\$75.34	\$128.83	\$22.60	\$226.77
Project Coordinator I (PJC1)	\$34.84	\$59.58	\$10.45	\$104.87
Project Coordinator II (PJC2)	\$38.34	\$65.56	\$11.50	\$115.40
Project Coordinator III (PJC3)	\$42.95	\$73.44	\$12.89	\$129.28
Project Coordinator IV (PJC4)	\$47.99	\$82.06	\$14.40	\$144.45
Project Coordinator V (PJC5)	\$53.60	\$91.66	\$16.08	\$161.34
Project Coordinator VI (PJC6)	\$63.96	\$109.37	\$19.19	\$192.52
Project Manager I (PJM1)	\$61.61	\$105.35	\$18.48	\$185.45
Project Manager II (PJM2)	\$74.34	\$127.12	\$22.30	\$223.76
Project Manager III (PJM3)	\$90.04	\$153.97	\$27.01	\$271.02
Project Manager IV (PJM4)	\$110.28	\$188.58	\$33.08	\$331.94
Project Manager V (PJM5)	\$129.95	\$222.21	\$38.99	\$391.15
Project Manager VI (PJM6)	\$144.14	\$246.48	\$43.24	\$433.86
Planner I (PLN1)	\$40.55	\$69.34	\$12.17	\$122.06
Planner II (PLN2)	\$50.69	\$86.68	\$15.21	\$152.58
Planner III (PLN3)	\$63.56	\$108.69	\$19.07	\$191.32
Planner IV (PLN4)	\$75.43	\$128.99	\$22.63	\$227.04
Project Surveyor I (PSV1)	\$59.11	\$101.08	\$17.73	\$177.92
Project Surveyor II (PSV2)	\$58.43	\$99.92	\$17.53	\$175.87
Project Surveyor III (PSV3)	\$67.70	\$115.77	\$20.31	\$203.78
Project Surveyor IV (PSV4)	\$78.62	\$134.44	\$23.59	\$236.65
QA/QC Specialist II (QAC2)	\$44.96	\$76.88	\$13.49	\$135.33
QA/QC Specialist III (QAC3)	\$56.78	\$97.09	\$17.03	\$170.91



**Washington State
Department of Transportation**

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

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

April 15, 2026

David Evans and Associates, Inc.
703 Douglas Fir Dr.
Magnolia, TX, 77354

Subject: Acceptance FYE 2025 ICR – Cognizant Review

Dear Marie Fuzzel:

We have accepted your firm's FYE 2025 Indirect Cost Rate (ICR) of 171.00% of direct labor (rate includes 0.67% Facilities Capital Cost of Money) based on the "Cognizant Review" from The Oregon Department of Transportation (ODOT). This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

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

Regards,

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:th

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Subconsultant Fee Determination - Summary Sheet

Project: Binder-Tigner Intersection Improvements
 CRC #: 2607H

Direct Labor Cost

<u>Classifications</u>	<u>Labor Hours</u>	<u>x</u>	<u>Rate</u>	<u>=</u>	<u>Cost</u>
Principal Investigator	4.0	\$	67.00	\$	268.00
Projects Manager	44.0	\$	42.75	\$	1,881.00
Project Archaeologist I	0.0	\$	46.00	\$	-
Project Archaeologist II	18.0	\$	37.35	\$	672.30
Project Archaeologist III	18.0	\$	30.50	\$	549.00
Field Archaeologist I	0.0	\$	27.50	\$	-
Field Archaeologist II	0.0	\$	26.50	\$	-
Field Archaeologist III	0.0	\$	25.50	\$	-
Historic Architect	0.0	\$	42.00	\$	-
Historic Build Environment	0.0	\$	37.00	\$	-
Financial & Admin. Specialist	3.0	\$	44.50	\$	133.50
	87.0			\$	3,503.80
Overhead (OH Cost - - including Salary Additives):					
OH Rate x DLC of:	101.14%	%x\$	\$ 3,503.80	\$	3,543.74
Fixed Fee (FF):					
FF Rate x DLC of:	30.00%	%x\$	\$ 3,503.80	\$	1,051.14
Reimbursables:					
Photo & Graphic Supplies				\$	-
Lodging:				\$	242.00
Per Diem:				\$	272.00
Mileage:				\$	235.60
				\$	749.60
Grand Total:				\$	8,848.28

Prepared by: Margaret Berger
 DOT Form 140-089 EF Exhibit G-1

Date: 9/3/2026

PO Box 4159

Rate Effective Period: July 1, 2026 through June 30, 2027

[illegible]



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

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

February 25, 2026

Northwest Heritage Consultants LLC dba Cultural Resource Consultants
PO Box 4139
Seattle, WA 98194

Subject: Acceptance FYE 2025 ICR - Risk Assessment Review

Dear Teresa Peterson:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2025 ICR of 101.14%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,

Schatzie Harvey

Schatzie Harvey (Feb 25, 2026 09:14:55 PST)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:th

Actuals Not To Exceed Table (ANTE)

David Evans and Associates, Inc.				
JOB CLASSIFICATIONS	2026 Labor Rate NTE	Overhead NTE 171.00%	Fixed Fee NTE 30.00%	2026 All Inclusive Hourly Billing Rate NTE
QA/QC Specialist IV (QAC4)	\$100.46	\$171.79	\$30.14	\$302.38
QA/QC Specialist V (QAC5)	\$110.00	\$188.10	\$33.00	\$331.10
Remote Pilot I (RPL1)	\$31.78	\$54.34	\$9.53	\$95.66
Remote Pilot II (RPL2)	\$45.95	\$78.57	\$13.79	\$138.31
Remote Pilot III (RPL3)	\$70.98	\$121.38	\$21.29	\$213.65
Survey Analyst I (SAN1)	\$42.35	\$72.42	\$12.71	\$127.47
Survey Analyst II (SAN2)	\$62.80	\$107.39	\$18.84	\$189.03
Scientist I (SCI1)	\$40.26	\$68.84	\$12.08	\$121.18
Scientist II (SCI2)	\$44.77	\$76.56	\$13.43	\$134.76
Scientist III (SCI3)	\$47.30	\$80.88	\$14.19	\$142.37
Scientist IV (SCI4)	\$79.72	\$136.32	\$23.92	\$239.96
Support Svcs Specialist II (SSS2)	\$24.20	\$41.38	\$7.26	\$72.84
Support Svcs Specialist III (SSS3)	\$33.81	\$57.82	\$10.14	\$101.77
Support Svcs Specialist IV (SSS4)	\$36.40	\$62.24	\$10.92	\$109.56
Support Svcs Specialist V (SSS5)	\$44.72	\$76.47	\$13.42	\$134.61
Support Svcs Specialist VI (SSS6)	\$52.00	\$88.92	\$15.60	\$156.52
Support Svcs Specialist VII (SSS7)	\$61.15	\$104.57	\$18.35	\$184.06
Survey Manager I (SVM1)	\$69.61	\$119.03	\$20.88	\$209.53
Survey Manager II (SVM2)	\$84.08	\$143.78	\$25.22	\$253.08
Survey Manager III (SVM3)	\$88.45	\$151.25	\$26.54	\$266.23

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G

Certification Document

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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
David Evans and Associates, Inc.

whose address is

14432 SE Eastgate Way, Suite 400, Bellevue, WA 98807

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Chelan County
and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

David Evans and Associates

Consultant (Firm Name)

Signed by:

Gray Rand

A280E85517E34F2...

Signature (Authorized Official of Consultant)

9/30/20

Date

Exhibit G-1(b) Certification of Chelan County

I hereby certify that I am the:

☒ **Director/County Engineer**

☐ Other

of the Chelan County Public Works Department, and N/A

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Chelan County

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

David Evans and Associates, Inc

Consultant (Firm Name)

Signed by:

Gray Rand

A280E85517E34F2...

Signature (Authorized Official of Consultant)

9/30/20

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

David Evans and Associates, Inc

Consultant (Firm Name)

Signed by:

Gray Rand

A280E85517E34F2

Signature (Authorized Official of Consultant)

9/30/20

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Binder and Tigner Road Improvements * are accurate, complete, and current as of September 28, 2026 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: David Evans and Associates

Signed by:

Gray Rand

A280E85517E34F2...

Signature

Senior Biologist

Title

Date of Execution 01/30/24 ***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

~~To Be Used Only If Insurance Requirements Are Increased~~

~~The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____.~~

~~The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.~~

~~Such insurance coverage shall be evidenced by one of the following methods:~~

- ~~• Certificate of Insurance~~
- ~~• Self insurance through an irrevocable Letter of Credit from a qualified financial institution~~

~~Self insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.~~

~~Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.~~

~~If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.~~

~~Notes: Cost of added insurance requirements: \$ _____.~~

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

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>2</u>		Organization and Address	
Original Agreement Number 2024-04		Thomas, Dean & Hoskins, Inc. 303 E. 2nd Avenue Spokane, WA 99202 Phone: 509.662.2888	
Project Number CRP743	Execution Date	Completion Date 12/31/2028	
Project Title S. Lakeshore Phase I	New Maximum Amount Payable \$184,812.64		
Description of Work This supplement updates the completion date and Prime Consultant and Sub-consultant Rates and ICRs. Increase to maximum extent payable for equitable adjustment based on two year extension per Section XIII(B).			

The Local Agency of Chelan County Public Works
desires to supplement the agreement entered in to with TD&H Engineering
and executed on 07/23/2024 and identified as Agreement No. 2024-04

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

Unchanged

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Completion Date changed to 12/31/2028

III

Section V, PAYMENT, shall be amended as follows:

Refer to Exhibits C for Sub-Consultant Cost Computations and ICR and D for Prime Consultant Cost Computations and ICR.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Dan Wolf, PE By: _____

Signed by:

9/29/2026

Dan Wolf
61B6EFB00661493...

Consultant Signature

Approving Authority Signature

Date

SUPPLEMENT 2 - EXHIBIT C

SUB-CONSULTANT COST COMPUTATIONS

GEOENGINEERS - WAGE RATES

[illegible]



**Washington State
Department of Transportation**

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

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

June 4, 2026

GeoEngineers, Inc.
17425 NE Union Hill Road Ste 250
Redmond, WA 98052

Subject: Acceptance FYE 2025 ICR – CPA Report

Dear Jane Lu:

We have accepted your firm's FYE 2025 Indirect Cost Rate (ICR) of 203.98% of direct labor (rate includes 0.59% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by BDO USA, P.C. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,

Schatzie Harvey

Schatzie Harvey (Jun 4, 2026 08:55:50 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:th

GEOENGINEERS, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
FOR THE YEAR ENDED DECEMBER 31, 2025

Key		Total Reported Costs	Adjustments To Reported	Reference For Adjustments	Allowable Costs	% of Direct Labor
<u>DIRECT LABOR</u>		\$ 24,944,029	\$ -		\$ 24,944,029	100%
<u>FRINGE BENEFITS</u>						
1	Payroll Taxes	\$ 4,107,674	\$ (185,729)	A	\$ 3,921,945	15.72%
2	Group Insurance	\$ 5,535,911	\$ 28	V	\$ 5,535,939	22.19%
3	Worker's Compensation	\$ 180,188	\$ -		\$ 180,188	0.72%
4	Vacation, Holiday, Bereavement, and Sick Pay	\$ 6,354,740	\$ -		\$ 6,354,740	25.48%
5	Profit Sharing and 401(k) Contributions	\$ 1,903,804	\$ (20)	V	\$ 1,903,784	7.63%
6	Bonuses and Severance	\$ 4,520,763	\$ (515,331)	B	\$ 4,005,432	16.06%
	Total Fringe Benefits	\$ 22,603,080	\$ (701,052)		\$ 21,902,028	87.80%
<u>GENERAL OVERHEAD</u>						
7	Non-Billable Labor	\$ 13,976,333	\$ (2,600,917)	C	\$ 11,375,416	45.60%
8	Bid & Proposal Labor	\$ 2,305,185	\$ -		\$ 2,305,185	9.24%
9	Direct Selling Labor	\$ 1,273,752	\$ (343,866)	D, V, X	\$ 929,885	3.73%
10	Office Rent & Maintenance	\$ 4,356,438	\$ (19,262)	V, X	\$ 4,337,177	17.39%
11	Telecommunications	\$ 307,406	\$ (4,097)	V	\$ 303,310	1.22%
12	Bus. Taxes & Other than Federal	\$ 1,113,217	\$ (10,430)	P	\$ 1,102,787	4.42%
13	Subscriptions, Stationery & Supplies	\$ 326,282	\$ (74,488)	G, V	\$ 251,794	1.01%
14	Travel	\$ 1,573,510	\$ (592,686)	H, R, V, X	\$ 980,824	3.93%
14.5	Company Vehicles	\$ 470,988	\$ (470,988)	I	\$ -	0.00%
15	Professional Dues, Education, Meetings & Proposals	\$ 1,229,540	\$ (255,779)	J, R, V	\$ 973,761	3.90%
16	Depreciation	\$ 1,190,779	\$ (397,965)	I, U	\$ 792,815	3.18%
17	Equipment Rental & Maintenance	\$ 70,233	\$ (3,879)	F	\$ 66,353	0.27%
18	Bad Debt	\$ 326,219	\$ (326,219)	K	\$ -	0.00%
19	Professional Consultants	\$ 3,045,920	\$ (1,598,105)	L, V, W	\$ 1,447,815	5.80%
20	Entertainment/Advertising and Proposals	\$ 313,085	\$ (278,724)	M, V	\$ 34,360	0.14%
21	Field and Laboratory Supplies	\$ 377,867	\$ (34,031)	N, V	\$ 343,837	1.38%
22	Insurance	\$ 1,175,209	\$ 3,472	N, O, T, V	\$ 1,178,681	4.73%
23	Computer Maintenance and Software	\$ 2,249,913	\$ (14,023)	V	\$ 2,235,890	8.96%
24	Recruiting & Relocation	\$ 171,100	\$ (8,534)	H, P	\$ 162,566	0.65%
25	Contributions	\$ 36,715	\$ (36,715)	Q	\$ -	0.00%
26	Fines/Penalties/Unallowable	\$ (7,282)	\$ 7,282	F	\$ -	0.00%
27	Employee Health & Welfare	\$ 331,770	\$ (320,537)	E, R	\$ 11,233	0.05%
	Total General Overhead	\$ 36,214,178	\$ (7,380,489)		\$ 28,833,689	115.59%
	Total Indirect Costs and Overhead	\$ 58,817,258	\$ (8,081,541)		\$ 50,735,717	203.40%
28	Facilities Capital Cost of Money ("FCCM")	\$ -	\$ 146,319	S	\$ 146,319	0.59%
	Indirect Cost Rate, Including FCCM	\$ 58,817,258	\$ (7,935,222)		\$ 50,882,036	203.98%

GeoEngineers, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2025

References to Adjustments	
A	Fringe benefits adjustment for unallowable Direct Selling labor and unallowable bonuses per 48 CFR 31.201-6(e)(2).
B	Unallowable bonuses per 48 CFR 31.205-6(f); 48 CFR 31.205-13 and 48 CFR 31.205-41. Severance pay is allowable only to the extent that it's required by law, employment agreement, established policy or circumstances of the particular employment per 31.205
C	Indirect labor adjustment required to meet PSMJ 2025 - 25th percentile of Direct Labor (an average of Environmental, Engineer Prime, Engineering - Subcontractor firms), as a % of total labor (54.33%).
D	Unallowable marketing activities per 48 CFR 31.205-1,14,38 and 41.
E	Assigned parking costs unallowable per 48 CFR 31.201-2 & 31.201-3; unallowable office for the benefit of employee per 48 CFR
F	Fines & Penalties unallowable per CFR 31.205-15(a).
G	Promotional materials unallowable per 48 CFR 31.205-1(f)(5). Allowable fringe benefits (Home office allowances) due to the rework need as a result of Covid 19 impact per 48 CFR 31.201-3, CFR 31.201-4, and CFR 31.205-13(a).
H	Vehicle costs unallowable per 48 CFR 31.201-2(d); Travel in excess of Federal per-diem unallowable per 48 CFR 31.205-46; Unallowable marketing activities per 48 CFR 31.205-1, 14 and 38; entertainment unallowable per 48 CFR 31.205-14; direct project costs unallowable per 48 CFR 31.202(a). Costs of alcoholic beverages unallowable per 31.205-51.
I	Vehicle costs unallowable per 48 CFR 31.201-2(d) and 31.205-46(d).
J	Dues to social clubs, memberships in civic and community organizations unallowable per 48 CFR 31.205-1(f)(7), 31.205-14; lobbying unallowable per 48 CFR 31.205-22; marketing costs unallowable per 48 CFR 31.205-1, 14, and 38; direct project costs unallowable per 48 CFR 31.202(a).
K	Bad debts unallowable per 48 CFR 31.205-3.
L	Direct project costs unallowable per 48 CFR 31.202(a); unallowable marketing activities per 48 CFR 31.205-1, 14 & 38; patent costs unallowable per 48 CFR 31.205-30. Costs related to legal and other proceedings unallowable per 31.205-47. Organization costs (business development & merger/acquisition) unallowable per 31.205-27.
M	Unallowable marketing activities per 48 CFR 31.205-1, 14 & 38; entertainment unallowable per 48 CFR 31.205-14; advertising unallowable per 48 CFR 31.205-38(b)(1).
N	Direct project costs unallowable per 48 CFR 31.202(a); vehicle costs unallowable per 48 CFR 31.201-2(d).
O	Unallowable key person life insurance per 48 CFR 31.205-19(e)(2)(v). Direct project costs unallowable per 48 CFR 31.202(a)
P	Unallowable taxes per 48 CFR 31.205-41.
Q	Contributions unallowable per 48 CFR 31.205-8.
R	Social activities unallowable per 48 CFR 31.205-14; employee gifts & recreation unallowable per 48 CFR 31.205-13(b).
S	Costs of money adjustment allowable per 48 CFR 31.205-10(a).
T	Credits are applied in accordance with 48 CFR 31.201-5.
U	Amortization of goodwill resulting from business combination unallowable per 31.205-49.
V	Expenses related to previous years are unallowable per 48 CFR 31.203(g).
W	Legal fees related to mergers and acquisitions unallowable per 48 CFR 31.205-47(f)(2).
X	Receipts/invoices without sufficient detail are unallowable per 48 CFR 31.201-2(d).

SUPPLEMENT 2 - EXHIBIT D
PRIME CONSULTANT COST COMPUTATIONS

TD&H ENGINEERING - WAGE RATES										
	PRINCIPAL	ENGR. VI	ENGR. V	ENGR. IV	ENGR. III	ENGR. I	REG. LAND SURVEYOR	ENGR TECH / CAD II	ENGR TECH / CAD I	CLERICAL / ADMIN
RATES IN BASIC AGREEMENT										
DIRECT RATE		\$ 67.92	\$ 63.73	\$ 54.42	\$ 46.72	\$ 34.85	\$ 52.48	\$ 43.02	\$ 28.58	\$ 23.67
OVERHEAD ICR 2022		152.12%	152.12%	152.12%	152.12%	152.12%	152.12%	152.12%	152.12%	152.12%
OVERHEAD RATE		\$ 103.32	\$ 96.95	\$ 82.78	\$ 71.07	\$ 53.01	\$ 79.83	\$ 65.44	\$ 43.48	\$ 36.01
FIXED FEE		15%	15%	15%	15%	15%	15%	15%	15%	15%
FIXED FEE RATE		\$ 25.69	\$ 24.10	\$ 20.58	\$ 17.67	\$ 13.18	\$ 19.85	\$ 16.27	\$ 10.81	\$ 8.95
BILLING RATE		\$ 196.92	\$ 184.78	\$ 157.78	\$ 135.46	\$ 101.04	\$ 152.16	\$ 124.73	\$ 82.86	\$ 68.63
REVISED RATES - SUPPLEMENT 1										
DIRECT RATE		\$ 70.63	\$ 66.28	\$ 56.60	\$ 48.59	\$ 36.24	\$ 54.58	\$ 44.74	\$ 29.72	\$ 24.62
OVERHEAD ICR 2023		145.40%	145.40%	145.40%	145.40%	145.40%	145.40%	145.40%	145.40%	145.40%
OVERHEAD RATE		\$ 102.70	\$ 96.37	\$ 82.29	\$ 70.65	\$ 52.70	\$ 79.36	\$ 65.05	\$ 43.22	\$ 35.79
FIXED FEE		15%	15%	15%	15%	15%	15%	15%	15%	15%
FIXED FEE RATE		\$ 26.00	\$ 24.40	\$ 20.83	\$ 17.89	\$ 13.34	\$ 20.09	\$ 16.47	\$ 10.94	\$ 9.06
BILLING RATE		\$ 199.34	\$ 187.05	\$ 159.72	\$ 137.12	\$ 102.28	\$ 154.03	\$ 126.26	\$ 83.88	\$ 69.47
REVISED RATES - SUPPLEMENT 2										
DIRECT RATE	81.78	\$ 73.46	\$ 68.93	\$ 58.86	\$ 50.53	\$ 37.69	\$ 60.94	\$ 46.88	\$ 32.81	\$ 25.60
OVERHEAD ICR 2025	154.61%	154.61%	154.61%	154.61%	154.61%	154.61%	154.61%	154.61%	154.61%	154.61%
OVERHEAD RATE	\$ 126.44	\$ 113.58	\$ 106.57	\$ 91.00	\$ 78.13	\$ 58.28	\$ 94.22	\$ 72.48	\$ 50.73	\$ 39.58
FIXED FEE	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%
FIXED FEE RATE	\$ 31.23	\$ 28.06	\$ 26.33	\$ 22.48	\$ 19.30	\$ 14.40	\$ 23.27	\$ 17.90	\$ 12.53	\$ 9.78
BILLING RATE	\$ 239.45	\$ 215.09	\$ 201.83	\$ 172.34	\$ 147.96	\$ 110.37	\$ 178.43	\$ 137.27	\$ 96.07	\$ 74.96
CHANGE IN COST										
REMAINING HOURS		211						55		
CHANGE IN DIRECT RATE		\$ 2.83						\$ 2.14		
DIRECT SALARY		\$ 596.16						\$ 117.68		\$ 713.84
CHANGE IN OVERHEAD RATE		\$ 10.87						\$ 7.43		
OVERHEAD		\$ 2,294.37						\$ 408.58		\$ 2,702.95
CHANGE IN FIXED FEE RATE		\$ 2.05						\$ 1.44		
FIXED FEE		\$ 433.58						\$ 78.94		\$ 512.52
TOTAL	\$ -	\$ 3,324.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 605.20	\$ -	\$ 3,929.31



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

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

July 28, 2026

Thomas Dean and Hoskins, Inc.
1800 Rover Drove N
Great Falls, MT

Subject: Acceptance FYE 2025 ICR – CPA Report

Dear Kelly Okes:

We have accepted your firm's FYE 2025 Indirect Cost Rate (ICR) of 154.61% of direct labor (rate includes 1.21% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by KCOE ISOM. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards,

Schatzie Harvey
[Schatzie Harvey \(Jul 28, 2026 10:42:29 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:th

SUPPLEMENTAL SIGNATURE PAGE
STANDARD CONSULTANT AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of October 2026 between the Board of Chelan County Commissioners, hereinafter called the “AGENCY”, and Thomas, Dean & Hoskins, Inc., hereinafter called the “CONSULTANT”. In witness where, the parties hereto have executed this AGREEMENT as of the day and year first above written.

**BOARD OF CHELAN COUNTY
COMMISSIONERS**

SHON SMITH, Chairman

KEVIN OVERBAY, Commissioner

BRAD HAWKINS, Commissioner

ATTEST: ANABEL TORRES

Clerk of the Board

Approved As To Form:

STEWART R. SMITH
Deputy Prosecuting Attorney

Dated: _____

RESOLUTION NO. 2026 - _____

**A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR CHELAN COUNTY TO
EXECUTE A PROPERTY DAMAGE RELEASE FOR DAMAGES CAUSED TO
GUARDRAIL ON BEAVER VALLEY ROAD**

WHEREAS, on or about May 29, 2026, a tractor-trailer owned by United Rentals North America (“United Rentals”) and carrying heavy equipment was traveling west bound on Beaver Valley Road near the 14.25 mile marker when it collided with guardrail along the edge of the roadway causing damage to Chelan County Property; and

WHEREAS, Chelan County Public Works submitted a claim to United Rentals’ insurance carrier for \$12,124.23 to reimburse Chelan County for the expenses incurred in repairing the damage to Chelan County property; and

WHEREAS, United Rentals and its claims manager, Fleet Response, have agreed to provide a payment of \$12,124.23 in order to settle the claim and have requested that Chelan County execute a Property Damage Release and Settlement of Claim, a copy of which is attached as Exhibit A to this resolution, as consideration for said payment; and

WHEREAS, pursuant to RCW 36.01.010, Chelan County may institute legal action to recover compensation for damages caused to its County roads; and

WHEREAS, pursuant to RCW 32.32.120(6), the Board of County Commissioners for Chelan County has the care of county property and the management of county funds and business and, in the name of the county, shall prosecute and defend all actions for and against the county; and

WHEREAS, it is in the public interest that parties involved in disputes and controversies reach the reasonable settlement of claims for damages without resorting to litigation and that Chelan County agrees to execute the original Property Damage Release and Settlement of Claim.

THEREFORE, BE IT RESOLVED that the Property Damage Release and Settlement of Claim is hereby approved and the Chair of the Board of Chelan County Board of Commissioners is authorized to execute it on behalf of Chelan County.

DATED at _____ day of _____ 2026, at Wenatchee, Washington.

BOARD OF COUNTY COMMISSIONERS
FOR CHELAN COUNTY

SHON SMITH, Chairman

KEVIN OVERBAY, Commissioner

BRAD HAWKINS, Commissioner

ATTEST: ANABEL TORRES

Clerk of the Board

APPROVED AS TO FORM:

STEWART R. SMITH
Deputy Prosecuting Attorney

Dated: _____

Property Damage RELEASE AND SETTLEMENT OF CLAIM

Fleet Response Claim Number: **1905183**

FOR THE SOLE CONSIDERATION OF **TWELVE THOUSAND ONE HUNDRED TWENTY-FOUR DOLLARS & TWENTY-THREE CENT (\$12,124.23) PUBLIC WORKS CHELAN COUNTY**. (hereinafter "Releasors") does hereby release, acquit, and forever discharge **United Rentals, INC.** from any and all actions, causes of action, claims and demands, damages, costs, loss of services, expenses, and compensation on account of or in any way growing out of any and all known and unknown property damage resulting or to result from an accident which occurred on or about **05/29/2026** and do hereby agree to indemnify and save harmless **United Rentals, INC NORTH AMERICAN**. from all further claims or demands, cost or expense arising out of the damage sustained in this loss.

By accepting this SETTLEMENT AGREEMENT, Releasor agrees to indemnify Releasee and **FLEET RESPONSE** for any and all claims which may be brought seeking reimbursement of enforcement of any subrogated right for any expenses, incurred and/or paid by such entity, including, but not limited to any insurance carrier, public assistance, state or local agency, providers, and individuals.

It is expressly warranted by me/us that no promise or inducement has been offered except as herein set forth: that this release is executed without reliance upon any statement or representation of the person or parties released, or their representatives, concerning the nature and extent of the damages and/or legal liability therefore; that acceptance of the consideration set forth herein is in full accord and satisfaction of a disputed clam.

Releasor further agrees that any amendment to this document will be void and have no effect unless that amendment is separately signed by both the Releasor and Releasee.

Signed and sealed this _____ day of October 2026.

Releasor(s)

x _____

SHON SMITH, CHAIRMAN
BOARD OF COMMISSIONERS FOR CHELAN COUNTY

Witness

x _____

Note about transcribed forms: this format exists to remove accessibility barriers, but some recipients prefer the original printed format. If you'd like help moving your entries into the original form, please use the live assistance options in the sidebar or contact the author.



Chelan County Public Works logo with the words Public Works Chelan County around a circular emblem containing mountains, water, and an apple

Chelan County
Department of Public Works
316 Washington Street
Suite 402
Wenatchee, Washington 98801
Telephone (509) 667-6415
Eric Pierson, PE
Director/County Engineer

RECEIVED

SEP 21 2026

CHELAN COUNTY
PUBLIC WORKS

Events Permit

EVE 26-014

Application for Event or Activity in Chelan County Right-of-Way Fee: \$250

Permit must be received by Chelan County Public Works Department ONE (1) MONTH in advance of the event/activity date

Applicant Information

Applicant (Print full name):

Manson Chamber of Commerce

Address:

PO Box 801

City:

Manson

State:

WA

Zip:

98831

Phone No:

Email:

Organizer's Information

Organizer's True Name:

Mary Lynn Thompson

Address:

City:

State:

Zip:

Phone No:

Email:

UBI Number:

Name of Event/Activity Contact

Contacts must be on site during event in case they are needed by emergency responders

Name (Print):

Manson Harvest Fest

Email: _____

Cell Phone Number: _____

Alternate Contact Person*Contacts must be on site during event in case they are needed by emergency responders*

Organizer's True Name: _____

Mariah Koester

Email: _____

Cell Phone Number: _____

Event Information

Name of Event/Activity: _____

Harvest Fest Street Fair

Type/Description of Event/Activity: _____

Farmers market on steroids with live music, kids activities, harvest games, limited food vendors and pumpkin wall

Date(s) of Proposed Event/Activity: _____

Saturday, Oct. 17

Times for Proposed Event/Activity: _____

11 AM - 6 PM

Application for Event or Activity in Chelan County Right-of-Way

Describe proposed route on county right-of-way, including start and end points, assembling points, and parking

(please submit a map illustrating the route and other pertinent information):

Describe proposed route on county right-of-way, including start and end points, assembling points, and parking (please submit a map illustrating the route and other pertinent information):

See attached. Per Josh Patrick, we'll use the recommended route of closing the Wapato Way from Totem Pole to Pedoi.

Estimated number of people, vehicles, and/or animals expected to participate or be included in the event/activity

(please provide detailed information):

Estimated number of people, vehicles, and/or animals expected to participate or be included in the event/activity (please provide detailed information):

We'll have 4 food vendors with maybe 8 people working. Caramel apples, Italian Sodas, Knotty Delights, Family Bean Donuts. Manson Fire, will serve brats. We're directing people to participate in a taste of harvest and patronize local restaurants. Kids activities will include pumpkin cookie decorating station, apple picking for prizes, duck races, candy in hay and sock walk, Adult Harvest games will include - pumpkin carving, corn-hole, pumpkin bowling, and adult duck race with ducks, water bins and squirt guns.

No animals expected to participate. Probably 36 people working the event and 10 worker vehicles. Renting Leffler field for guest parking

options. This is a first year event so we can't say for sure but we expect to have 40 or so workers and vendors 2 entertainers and maybe 500 visitors.

Proof of permissions for event/activity officials, participants, and spectators to enter onto private and public property in relation to this activity

(please submit documentation):

Proof of permissions for event/activity officials, participants, and spectators to enter onto private and public property in relation to this activity (please submit documentation):

Manson Parks and Manson Fire Department are supporting the event. We'll add a volunteer to monitor traffic at Post Office to protect ingress and egress of back alley

Proof of authorizations from other involved jurisdictions

(please submit documentation):

Proof of authorizations from other involved jurisdictions (please submit documentation):

Not sure who else is needed.

Name of organizer's insurance company and policy number for coverage of this event/activity

(please submit a certificate/proof of insurance showing coverage's and an endorsement including Chelan County as additional insured and providing that the organizer's insurance policy shall be primary insurer for the event/activity):

Name of organizer's insurance company and policy number for coverage of this event/activity (please submit a certificate/proof of insurance showing coverage's and an endorsement including Chelan County as additional insured and providing that the organizer's insurance policy shall be primary insurer for the event/activity):

Company:

VIP

Policy Number:

NPIP182055203

Describe organizer's previous experience with the conduct and administration of this type of event/activity

Describe organizer's previous experience with the conduct and administration of this type of event/activity:

I am a 30+ year's experience event planner and put on the Windermere Cup in Seattle with roughly 40,000 in attendance. Things are different in Manson so I am still learning the processes, but I can assure you I am very experienced and follow the rules with the fire department, safety and all other entities necessary.

Traffic plan, safety plan, race plan

Traffic plan, safety plan, race plan:

We have flashing signs and street barricades that say Street Closed ahead as well as cones, detour signs and volunteers managing the detour corners. We have firefighters on board in support from the Manson Fire Dept for safety as well as two on-site EMT's. This will be a staggered audience so it shouldn't create lots of traffic all at once.

Application for Event or Activity in Chelan County Right-of-Way

Will any road closure or lane/shoulder restrictions be needed? (Yes or No):

Will any road closure or lane/shoulder restrictions be needed? (Yes or No):

yes. On Wapato Way from Totem Pole to Pedof street as described.

If yes, provide details:

If yes, provide details: IF A ROAD CLOSURE IS TO LAST IN EXCESS OF 12 HOURS, THE APPLICANT SHALL PUBLISH NOTICE IN A LOCAL PAPER AND POST ONSITE A MINIMUM OF 3 DAYS PRIOR TO THE CLOSURE IN ACCORDANCE WITH RCW 47.48.

We'll not be closing the street more than 12 hours.
to be conservative it would be ideal to close the street at 8 am and open it at 7 PM.

Documentation for any requested waiver or exemption (please submit):

Other:

Plan for Event Clean-Up:

We'll be closing down all the activities at 5:30 and lighting the Pumpkin wall with electric candles at 6 PM. Once tables and vendors clear out we'll conduct final tear down with 12 volunteers

Applicant's Signature

Date and Place

Mary Lynn Thompson

9.16.25 (Manson, WA)

Printed Name

Mary Lynn Thompson

Title:

Executive Director, Manson Chamber of Commerce

Application for Event or Activity in Chelan County Right-of-Way

For County Use Only

For County Use Only

☐ Chapter 9.26 of the Chelan County Code is incorporated by this reference.

☐ See attached Exhibit(s)

for additional conditions and route modifications.

☐ Fire Districts notified:

☐ Permit fee of \$250.00 (copy of receipt attached).

☐ Payment in advance for necessary public safety personnel and equipment in the amount of \$

(copy of receipt and related documents attached).

Reviewed and Approved:

Permit is ☐ Approved ☐ Denied

9/16/26, 2:23 PM

Print - Events Permit

Chelan County Public Works Department

By:

Date:

Chelan County Sheriff's Office

By:

Date:

For questions, we may be reached at the following address, phone, or email:

Chelan County Public Works Department

316 Washington St, Suite 402

Wenatchee WA 98801

(509) 667-6415 or public.works@co.chelan.wa.us

Application for Event or Activity in Chelan County Right-of-Way

This document was transcribed by AI and may contain mistakes that seem believable. To overcome this limitation, we offer 30 minutes of free Aira visual interpreting. Open the Aira app on your phone, or call 1-800-835-1934 for support. When prompted for an access offer, say "DocAccess" and share this document locator code with your interpreter: 1DF4-2AA8. Your interpreter can view the document on their end at docaccess.com/go. All users agree to the [terms of use](#) by using this product.



NON PROFIT INSURANCE PROGRAM CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE COVERAGE AGREEMENT MUST BE ENDORSED. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENT, CERTAIN COVERAGE MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PROGRAM ADMINISTRATOR	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 159 Basin Street SW PMB #206 Ephrata, WA 98823	GENERAL LIABILITY: NPIP / Munich Re. et al. AUTOMOBILE LIABILITY NPIP / Munich Re. et al. PROPERTY NPIP / Munich Re. et al. CRIME NPIP / Munich Re. et al. WRONGFUL ACT LIABILITY NPIP / Munich Re. et al. MISCELLANEOUS NPIP / Munich Re. et al. PROFESSIONAL LIABILITY
COVERED PARTY	
Manson Chamber of Commerce PO Box 801 Manson, WA 98831	

COVERAGES
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH COVERAGE AGREEMENT. LIMITS SHOWN BELOW MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE OF COVERAGE	COVERAGE NUMBER	EFF DATE	EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY (OCCURRENCE FORM)	NPIP262755203	06/01/2026	06/01/2027	PER OCCURRENCE	\$2,000,000
INCLUDES STOP GAP – EMPLOYERS LIABILITY				PER MEMBER AGGREGATE	\$4,000,000
MEMBER DEDUCTIBLE: \$0				PRODUCT-COMP/OP	\$2,000,000
(LIABILITY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				PERSONAL & ADV. INJURY	\$2,000,000
				ANNUAL POOL AGGREGATE	\$50,000,000
AUTOMOBILE LIABILITY					
COMMERCIAL AUTOMOBILE LIAB. (ANY AUTO)	NPIP262755203	06/01/2026	06/01/2027	COMBINED SINGLE LIMIT	\$2,000,000
(LIABILITY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
PROPERTY					
COMMERCIAL PROPERTY	NPIP262755203	06/01/2026	06/01/2027	ALL RISK PER OCC EXCL EQ & FL	\$150,000,000
*BLANKET LIMIT, IF SHOWN, IS APPLICABLE TO ALL LOCATIONS STATED AS BLANKET LIMIT ON THE STATEMENT OF VALUES ON FILE WITH THE COMPANY.				*BLANKET LIMIT (IF APPLICABLE)	N/A
EQ AND FLOOD COVERAGE MAY BE EXCLUDED FOR INDIVIDUAL LOCATIONS				EARTHQUAKE PER OCC	Excluded
(PROPERTY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				FLOOD PER OCC	Excluded
				ANNUAL POOL AGGREGATE	NONE
CRIME					
COMMERCIAL CRIME	NPIP262755203	06/01/2026	06/01/2027	PER OCCURRENCE	\$1,000,000
INCLUDES EMPLOYEE THEFT/DISHONESTY & ERISA COVERAGE				PER MEMBER AGGREGATE	\$1,000,000
MEMBER DEDUCTIBLE: \$1,000				ANNUAL POOL AGGREGATE	\$5,000,000
(CRIME IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)					
WRONGFUL ACT LIABILITY (INCLUDES E&O / D&O)					
WRONGFUL ACT LIABILITY (CLAIMS MADE)	NPIP262755203	06/01/2026	06/01/2027	PER CLAIM	\$2,000,000
MEMBER DEDUCTIBLE: \$1,000				PER MEMBER AGGREGATE	\$2,000,000
(LIABILITY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$40,000,000
MISCELLANEOUS PROFESSIONAL LIABILITY					
MISC. PROFESSIONAL LIABILITY (CLAIMS MADE)	NPIP262755203	06/01/2026	06/01/2027	PER CLAIM	\$1,000,000
				PER MEMBER AGGREGATE	\$1,000,000
MEMBER DEDUCTIBLE: \$1,000				ANNUAL POOL AGGREGATE	\$40,000,000
(LIABILITY IS SUBJECT TO A \$500,000 SIR PAYABLE FROM PROGRAM FUNDS)					

CANCELLATION NOTICE: SHOULD ANY OF THE ABOVE-DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE NPIP COVERAGE AGREEMENT PROVISIONS.

Issue Date 09/17/2026

Cert #:0000041029

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Regarding closure of Wapato Way. From Totem Pole Rd to Pedol Street for Fall Celebration Event. Chelan County Public Works Department is named as Additional Covered Party as respects General Liability regarding this closure only and is subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached.

CERTIFICATE HOLDER

Chelan County Public Works Department
316 Washington Street, Suite 402
Wenatchee, WA 98801

AUTHORIZED REPRESENTATIVE



ADDITIONAL COVERED PARTY AMENDMENT – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the Coverage Agreement effective on the inception date of the Coverage Agreement unless another date is indicated above. Providing the certificate of coverage that this endorsement is attached to has been issued by and is on file with the Company, the following applies.

SCHEDULE

Person or Organization (Additional Covered Party):

Chelan County Public Works Department
316 Washington Street, Suite 402
Wenatchee, WA 98801

Description of Activities / Operations / Designated Premises:

Regarding closure of Wapato Way. From Totem Pole Rd to Pedoi Street for Fall Celebration Event. Chelan County Public Works Department is named as Additional Covered Party as respects General Liability regarding this closure only and is subject to coverage terms, conditions, and exclusions. Additional Covered Party endorsement is attached.

With respect to coverage under the General Liability Coverage Part (including Products/Completed Operations):

- A. The Definition of **Covered Party** in the LIABILITY COVERAGES – COMMON CONDITIONS, DEFINITIONS AND EXCLUSIONS section of this Coverage Agreement is amended to add as a **Covered Party** the person or organization shown in the above Declarations with whom you have agreed in a written contract, written agreement, or permit that such person or organization be added as an additional **Covered Party** in your Coverage Agreement. Such person or organization is a **Covered Party** only with respect to their liability assumed by you that would be otherwise imposed by law in the absence of any contract, agreement, or permit relating to or arising out of the specified activity(ies) or operations described in the above Declarations.

However, this coverage only applies with respect to liability for **Bodily Injury, Property Damage, or Personal and Advertising Injury** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In performance of your ongoing operations; or
2. In connection with your premises owned or rented to you.

The following provisions also apply:

- (1) The written contract, written agreement, or permit must be in effect at the inception of the **Coverage Period** or become effective during the **Coverage Period**; and
- (2) The written contract, written agreement, or permit must be executed prior to the **Bodily Injury** or **Property Damage**.

Subject to the paragraphs above, any such person's or organization's status as an additional **Covered Party** ends when any of the following first occurs:

- (1) This Coverage Agreement terminates;
- (2) The written contract, written agreement, or permit terminates; or
- (3) The specified activity(ies) or operations described in the above Declarations terminate.

B. The following is added to Condition D. Other Insurance in the LIABILITY COVERAGES – COMMON CONDITIONS, DEFINITIONS AND EXCLUSIONS section of the Coverage Agreement, and supersedes any provision to the contrary:

For the additional **Covered Party** under your Coverage Agreement shown in the above schedule, and subject to Paragraph A. above, this coverage is primary to and will not seek contribution from any other insurance available to such additional **Covered Party** provided that:

- (1) The additional **Covered Party** is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, or permit that this Coverage would be primary and would not seek contribution from any other insurance available to the additional **Covered Party** for amounts payable under the coverage provided by this endorsement.

C. The Limits of Coverage applicable to the additional **Covered Party** is the lesser of those limits specified in either the:

- Written contract, written agreement, or permit; or
- Declarations for this Coverage Agreement,

In no case will the limits of coverage provided under this General Liability endorsement exceed the limits as required in the contract or agreement, or the limit of liability available under this Coverage Agreement. These Limits of Coverage are part of and not in addition to the Limits of Coverage shown in the Declarations.

Except with respect to the Limits of Coverage, and any rights or duties specifically assigned in this Coverage Part to the **Covered Member**, this coverage applies:

- a. As if each **Covered Member** were the only **Covered Member**; and
- b. Separately to each **Covered Party** against whom claim is made or **Suit** is brought.

All other terms and conditions remain unchanged





CHELAN COUNTY PUBLIC WORKS DEPARTMENT

ANNUAL BRIDGE REPORT 2026



CHIKAMIN BRIDGE #3779009.2
Summer of 2026

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Program Management and Inspection

Eric Pierson, Director/County Engineer:

Program Manager

Shaun Honeycutt, Senior Staff Engineer:

Lead Inspector

Ryan Rush, Traffic Safety Foreman:

Assistant Inspector



Eric Pierson, P.E., Director/County Engineer

9/29/26
Date



Shaun Honeycutt, P.E., Senior Staff Engineer

9/28/26
Date

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I. INTRODUCTION

The 2026 Annual Bridge Report summarizes the status of bridges within the Chelan County transportation network. Prepared under the direction of the County Engineer in accordance with Washington State statute (WAC 136-20-060), it includes findings of the Public Works Department's bridge inspection efforts and recommendations for replacement, repair, further study, or rehabilitation of county bridges over 20-feet in length. The report is prepared annually to support and assist the Public Works Department in its update of the Six-Year Transportation Improvement Program and annual budget.

Contained within this report are descriptions of the ongoing bridge inspection efforts and current findings, bridge restrictions and emergency repairs undertaken during the reporting period, as well as maintenance accomplishments. This report provides descriptions of completed, existing and recommended projects and programs including any inventory revisions.

Table 1 is a list of bridge data, inspection dates, and condition rating on existing Chelan County NBI bridges. Similar data for Short-Span, Pedestrian/Safety/Condition, and Inspections for Other Local Agency bridges can be found in **Appendix A**.

In addition, this report summarizes the county's 2026 bridge program. This program forms an integrated and comprehensive strategy to maintain and preserve the county's bridges and the continuity of the road network. The three main goals of the bridge program are:

1. Keep the bridges open and safe for public use.
2. Preserve bridge infrastructure by performing condition inspections, identifying repairs, and maximizing a structure's useful life through active maintenance, preservation and rehabilitation.
3. Replace bridges with reliable new structures when repair and rehabilitation is not feasible or practicable.

II. BRIDGE INVENTORY

Chelan County owns and maintains fifty-five (56) bridges over 20-feet in length. The replacement value for these bridges is approximately 270 million dollars.

Table 1 lists the NBI bridges of Chelan County. **Appendix A** contains vicinity maps of Chelan County bridge locations.



III. BRIDGE INSPECTION PROGRAM

The National Bridge Inspection Standards (NBIS) is defined by Title 23 Code of Federal Regulations 650 Subpart C and establishes the federal mandate for inspection procedures, frequency of inspections, qualifications of personnel, inspection reports, and preparation and maintenance of a state bridge inventory for all structures defined as bridges and located on public roads. The CFR defines a bridge as vehicle carrying structures with a span length over twenty-feet.

Bridge data and inspection dates for all Chelan County NBI bridges are listed in **Table 1** at the end of this section. All required inspections have been completed to date; however, since the majority of our structures are inspected in September and October the complete data set has not yet been released into the Washington State Bridge Inventory System (WSBIS) and therefore not updated in **Table 1**.

1. Bridge Data, Files and Documentation

The Washington State Bridge Inspection Manual (WSBIM) specifies components that are mandated by FHWA and components that are required by WSDOT policy for WSDOT and local agency compliance. In addition, the WSBIM outlines how these agencies shall maintain the physical paper and electronic bridge files, maintain the state bridge inventory, submit state bridge inventory data to FHWA, and respond to FHWA and Statewide Program Manager requests for information.

The aggregation of structure inventory and appraisal data collected nationally to fulfill the requirements of the NBIS is the National Bridge Inventory (NBI). For local agencies in the state of Washington, BridgeWorks is the software application that is used to record, process and report, and which updates data in the inventory databases.

2. Bridge Inspection Organization

The bridge inspection organization is structured as a collaborative effort between the WSDOT Bridge Preservation Office, WSDOT Local Programs, and local agency bridge owners with the FHWA as a primary stakeholder. Collectively, all state and local agency owned bridges subject to the NBIS are managed under this organization.

- A. The inspection organization is led by the State Bridge Preservation Engineer who serves as the (Statewide Program Manager) and is advised by the Bridge Inspection Committee.
- B. The Bridge Inspection Committee is made up of state and local representatives that provide overall advisory input to the bridge inspection manual and organization within the State of Washington.
- C. A Delegated Program Manager assumes duties of the program manager for the selected subset of bridges under their direct control. In Chelan County, the Delegated Program Manager is the County Engineer.

- D. A Team Leader is in charge of an inspection team and responsible for planning, preparing, and performing field inspection of bridges. The Team Leader also makes repair recommendations and is responsible for initiating critical damage procedures including full bridge closure if deemed necessary. In 2024, the Team Leader is a Senior Staff Engineer for Chelan County.
- E. The Assistant Inspector (Co-inspector) may accompany the Team Leader during field bridge inspections and assist with other duties under the direct supervision of a Team Leader. In Chelan County, the Assistant Inspector is a delegated Maintenance Foreman.
- F. A Load Rating Engineer manages all aspects of maintaining current and accurate load ratings for bridges they are responsible for in their inventory. In Chelan County, the Load Rating Engineer is the Team Leader. Consultants and Bridge Design Engineers provide Load Rating analyses upon request.
- G. Underwater Bridge Inspection Divers (UBID) inspect all submerged bridge elements. In Chelan County, the UBIDs are solicited by the Team Leader and are usually comprised of certified consultants or certified WSDOT personnel.
- H. The Washington Division Office of the FHWA has assigned a Division Bridge Engineer (DBE) to work collaboratively with the bridge inspection organization. The DBE works directly with the Statewide Program Manager and the WSDOT Local Bridge Engineer on issues of compliance and is an active member of the Bridge Inspection Committee.

3. Routine Bridge Inspections

The purpose of routine inspections is to evaluate and record the current condition of the bridge, determine the degree of wear and deterioration, and recommend repairs or needed services. Federal regulations require that NBIS bridges receive a routine bridge inspection at least once every 24 months. Certain bridges within Chelan County are of a nature that they warrant an inspection every twelve months based on their present condition. These bridges typically are deficient in either condition or load capacity. All Chelan County NBI bridges not inspected in calendar year 2026 will be inspected in 2027. Local agency inspection reports are submitted to WSDOT on a calendar year basis for record keeping using the WSDOT's BridgeWorks software.

Personnel qualified for NBIS bridge inspections performed or are currently performing the 2026 bridge inspections. The bridge inspectors made an in-depth evaluation of the bridge structure condition and recorded information about any detectable defects. Most bridges show increasing signs of deterioration as a result of age, usage and waterway instability. The inspection record developed over years of observation enables the department to make an assessment about the overall condition of the structure.

Chelan County currently has 56 bridges subject to the NBIS that are open to vehicular traffic on its 658-mile road system. Of these, twenty-nine (29) bridges received, or will receive, routine inspections in 2026.

Qualified bridge inspectors from the county also provides routine inspections of eight (8) city bridges through the establishment of Interlocal Agreements with the Cities of Cashmere, Chelan and Wenatchee and the Lake Chelan Reclamation District. In 2026, the county will inspect four (4) bridges for the City of Cashmere and one (1) bridge for the City of Wenatchee.

4. Nonredundant Steel Tension Member Inspections (NSTM)

Additional inspections are required every twenty-four months on structures having nonredundant steel tension members (formerly referred to as fracture critical) whose failure could cause partial or total collapse of the bridge. In Chelan County, the West Monitor Bridge #306 requires NSTM inspections. In 2025 a Fracture Critical Inspection was performed by a consultant under a standard consultant agreement with Chelan County. This inspection will be performed again in 2027.

5. Equipment Inspections (UBIT and Platform)

An Under-Bridge Inspection Truck (UBIT) or other under-bridge inspection methods such as a Platform Inspection Trailer (PIT), are necessary to perform inspections if the underside of the bridge is inaccessible without the use of equipment. These inspections are generally required on a 24-, 48-, 60-, or 72-month frequency. Inspection frequency of this type is dependent on the design, material, or present condition of a structure. A total of twelve Chelan County bridges require this type of inspection. Chelan County UBIT inspections are typically accomplished by leasing a PIT from Whitman County, hiring a consultant with UBIT equipment, or leasing a WSDOT UBIT. There were no UBIT inspections required in 2026 for Chelan County, however, Chelan County performed one UBIT inspection for the City of Cashmere in 2026. All 2026 UBIT inspections utilized a WSDOT UBIT team, consisting of a UBIT (Aspen A-62) vehicle, UBIT driver, and UBIT operator/assistant inspector. Chelan County provided the lead inspector for these inspections.

6. Underwater Inspections

Inspection of underwater elements of bridges is required by the NBIS at least once every sixty months. Where water is too deep at low water elevations to permit visual inspection from the surface by wading, a NBIS certified diver must conduct the inspection. These inspections verify scour conditions as well as the condition of underwater structural elements that cannot be observed during the routine inspections. Qualified consultants or WSDOT divers retained by the county perform these underwater inspections. In total, eight (8) Chelan County bridges require this type of inspection. In 2026, four (4) county bridges received an underwater inspection with the inspections performed by a WSDOT dive team.

Table 1 - Chelan County Routine Inspections for NBI Bridges

Inventory Quantity	Bridge Name	Bridge No.	Structure ID	Route Number	Year Built	Bridge Condition Classification	Last Inspection Date	Inspection Frequency
1	MISSION CREEK 4	314	08095100	92410	1996	G	23-Oct-24	24
2	HIGHLINE DRYDEN MAIN	404	08358800	43020	1932	G	21-Oct-24	24
3	HIGHLINE DRYDEN SCHOOL	405	08368600	43010	1932	G	16-Oct-24	24
4	OLD GRIFFITH	503	08105800	47670	1921	G	03-Oct-24	24
5	ROARING CREEK NEW	504A	08563000	47850	1986	G	03-Oct-24	24
6	SQUILCHUCK CRK-ALCOA HWY	1130000.1	08890700	11300	1954	G	03-Aug-23	24
7	OLD BLEWETT #1	301000.1	08855100	30100	2012	G	16-Sep-23	24
8	SUNITSCH CANYON	400600.1	08803400	40060	2009	G	25-Sep-24	24
9	CHIKAMIN CREEK	3779009.2	08869300	37790	2014	G	05-Sep-23	24
10	ALDER CREEK	377903.4	08803300	37790	2007	G	19-Sep-24	24
11	MOTTLER RD #2	4027000.1	8888000	40270	1900	G	02-Sep-25	24
12	BEAVER CREEK	608	08803200	93300	2008	G	19-Sep-24	24
13	KINGSBURY BRIDGE 2	804A	08803500	15400	2009	G	25-Sep-19	72
14	NORTH ROAD	943100.1	08803600	94310	2009	G	07-Sep-23	24
15	MISSION CREEK 2	312A	08016800	92410	1988	G	10-Oct-23	24
16	MISSION CREEK 3	313A	08017400	92410	1950	G	05-Sep-23	24
17	PESHASTIN CR GREEN	409A	08373300	29890	1983	G	23-Oct-24	24
18	PESHASTIN CREEK	00000410B	08387200	29970	1976	G	23-Oct-24	24
19	CRESTVIEW	922A	08562900	45230	1987	G	26-Sep-24	24
20	COLOCKUM CREEK BRIDGE	105	08682600	19390	2002	G	26-Sep-24	24
21	MILL CREEK	2998000.1	08919200	29980	2020	G	16-Oct-24	24
22	OLD BLEWETT #2	325	08682400	30100	1977	G	10-Oct-23	24
23	YODELIN CREEK	3863000.1	08913500	38630	2019	G	19-Sep-24	24
24	WEST CASHMERE 2	401A	08930000	28570	2022	G	25-Sep-24	24
25	MOTTELER BRIDGE 1	4027000.2A	08895000	40270	2013	G	18-Sep-24	24
26	NEW GRIFFITH	503B	08130600	94470	1974	G	05-Jun-24	24
27	MERRITT	605A	08118900	38570	1989	G	05-Sep-23	24
28	NASON CRK-LK WENATCHEE	704A	08443900	39400	1986	G	08-Aug-23	24
29	NAPEEQUA RIVER BRIDGE	806	08719700	39890	2001	G	06-Sep-23	24
30	COLOCKUM DILLVILLE ROAD	910	08263500	19550	1976	G	06-Sep-23	24
31	STONE HILL	915	08468000	19390	1979	G	18-Sep-24	24
32	SLIDE RIDGE	9471009.0	08929800	94710	2022	G	10-Oct-23	24
33	MONITOR	305	08173600	94200	1930	F	07-Aug-23	24
34	STEMILT CR.	201	08254400	91300	1951	F	16-May-24	24
35	WEST MONITOR	306	08119700	94200	1907	F	03-Aug-23	24
36	PESHASTIN CRK INGALLS	321	08317800	30170	1923	F	27-Sep-23	24
37	EAST LEAVENWORTH	414	08324100	32630	1947	F	01-May-25	24
38	COWAN-ENTIAT R.	502	08159600	94470	1941	F	26-Sep-24	24
39	WHITE RIVER	706	08110300	93450	1962	F	19-Sep-24	24
40	HAY CANYON	911	08432100	43710	1973	F	25-Aug-23	24
41	MISSION CREEK 5	317A	08563200	92410	1987	F	18-Sep-24	24
42	DRYDEN	406A	08369000	43010	1980	F	16-Oct-24	12
43	ARDENVOIR	505A	08243900	48120	1957	F	23-Oct-24	24
44	WENATCHEE R	20912	0007840A	93350	1966	F	03-Aug-23	24
45	SLEEPY HOLLOW	303A	08245300	25840	1988	F	08-Aug-23	24
46	MCELDOWNEY ROAD	202	08886300	16360	1936	F	10-Oct-23	24
47	MOE RIDGE BRIDGE	607A	08750900	48130	2001	F	03-Oct-24	24
48	HIGHLINE FIFTH AVE	403	08417200	43010	1974	F	16-Oct-24	24
49	CHUMSTICK CREEK NO 2	2095	0004237B	93350	1952	F	06-Sep-23	24
50	INGALLS CREEK BRIDGE	322	08719800	30170	1968	F	25-Sep-24	24
51	OLD BLEWETT #3	326	08682500	30100	1977	F	25-Sep-24	24
52	PESHASTIN CRK-SAUNDERS	408	08280900	42300	1920	F	18-Oct-23	24
53	PESHASTIN	411A	08224200	94310	1931	F	09-Aug-23	24
54	CASCADE ORCHARD	413	08171300	93150	1965	F	07-Aug-23	24
55	CHELAN FALLS 2	805A	08389300	94830	1976	F	23-Jan-24	24
56	CHIWAWA RIVER	703A	08423700	93300	1977	P	10-Aug-23	24

7. Overall Bridge Condition Classification and Bridge Management System (BMS)

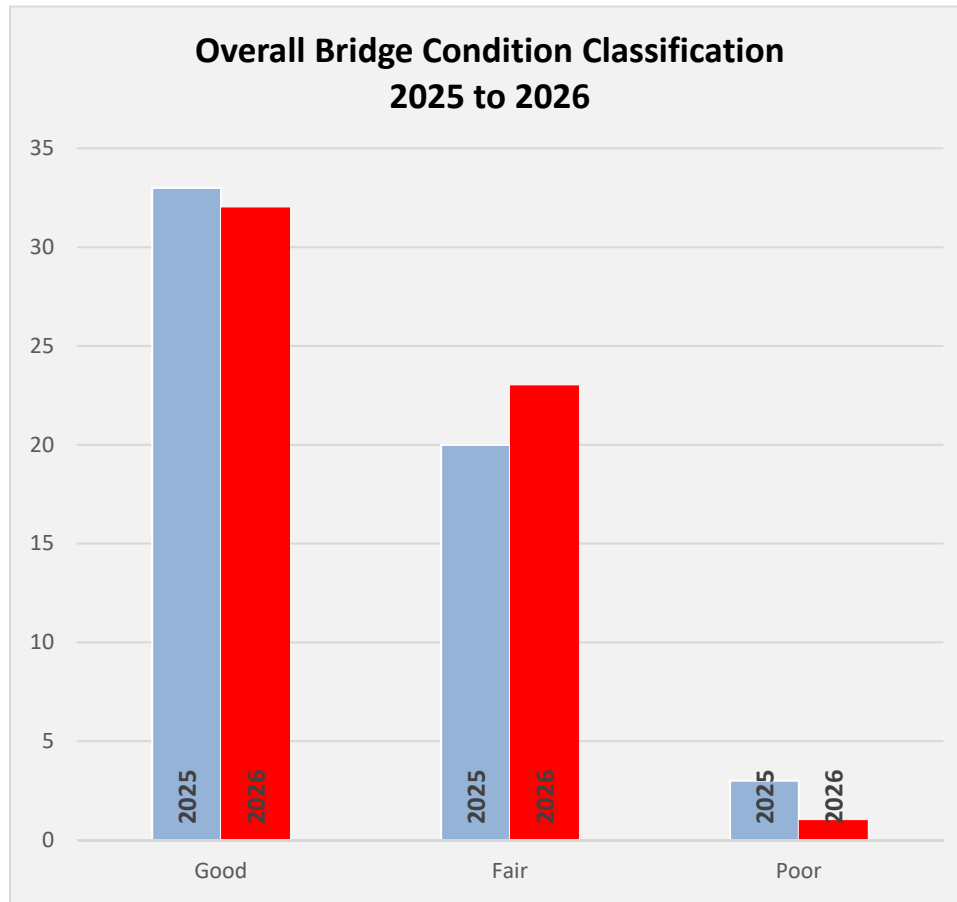
Each year new bridge deficiencies are found during inspections and work items are identified and sent to the Maintenance District Foremen. The work items are either long-term maintenance that help preserve the service life of the bridge, or safety items. They may be categorized as urgent and require immediate repair or prioritized lower.

Since 2025, the element-based Bridge Management System (BMS) has been utilized to categorize bridge conditions. Element-level condition reporting provides a greater degree of information from which to draw upon to more effectively apply solutions to emergent bridge preservation and management needs. This is accomplished through documenting the results of the visual and physical examination of these elements.

The bridge items of deck, superstructure, substructure, or culvert (if applicable) are individually assessed, coded, and assigned a condition rating. An Overall Bridge Condition Classification (OBCC) is then identified as Good, Fair, or Poor by utilizing the lowest condition rating of the individual items. Condition ratings of 7, 8, or 9 are classified as Good (G), condition ratings of 5 or 6 are classified as Fair (F), with condition ratings of 4 or less classified as Poor (P). For example, if a bridge's substructure and superstructure individually have condition ratings of 7 (G) but the deck has a condition rating of 6 (F), the bridge's OBCC would be identified as Fair since the lowest individual rating controls the classification.

Of the county's 56 bridges, 32 currently have an OBCC of Good, 23 have an OBCC of Fair, and 1 has an OBCC of poor. The one bridge in poor condition is Chiwawa River Bridge #703A. The Peshastin Bridge #411A and Ardenvoir Bridge #505A have been upgraded from poor to fair condition after receiving new deck overlays in 2024. The substructure and or superstructure are now the element(s) controlling the rating. The Chiwawa River Bridge is currently scheduled for a superstructure and deck replacement in 2027 and it is anticipated that this will raise the bridge to a fair condition. **Figure 1a** summarizes the Overall Bridge Condition Classifications for Chelan County's NBI bridges.

Figure 1a



Prior to 2025, results from the inspections were used to determine the Sufficiency Rating (SR), which is a measure that provides an overview of the condition of a bridge and of the inventory as a whole. The SR is a calculated value for each bridge based on the condition of the various bridge elements and public use factors. The structural adequacy, safety, geometric layout, and importance of the bridge to the traveling public are factored into the SR. The SR ranges from zero (a bridge that is closed and can no longer carry loads) to 100 (a bridge with no deficiencies). **Figure 1b** is historical look at the health of the entire Chelan County bridge inventory from one year to the next using the structures' calculated SR.

Figure 1b

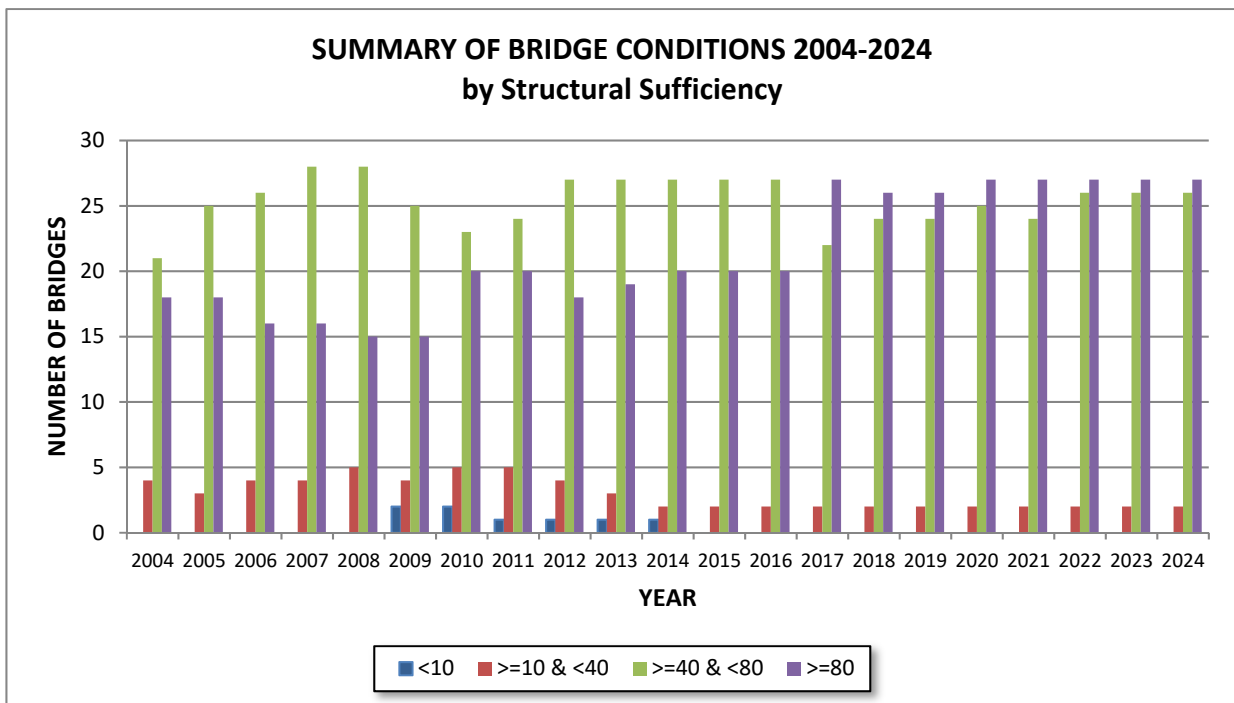


Figure 1b shows the SR in each group fluctuating from year to year. Fluctuation is inherent to the calculations as condition states, or public use, of the bridge elements change indicating deterioration, or maintenance, rehabilitation or replacement. As mentioned above, variability in the average daily traffic counts also affect the SR of a structure. Functional obsolescence is assessed by comparing the existing geometry/capacity of each bridge to current standards.

When comparing **Figures 1a** and **1b**, it can be seen that the two methods of rating/classification yield similar results.

8. Inspection Services Provided to Other Local Agencies

Currently, Chelan County provides routine inspections for two (2) City of Wenatchee Bridges, five (5) City of Cashmere Bridges, one (1) City of Chelan Bridge, and one (1) Lake Chelan Reclamation District Bridge. County expenditures for these services are reimbursed through agreements. As of the date of this report, there are no discussions or future plans to increase the number of other Local Agency bridges inspected by the County.

IV. INSPECTION FINDINGS

This section highlights notable scour or bridge element condition changes that require action or monitoring beyond the capacity of county resources. Action items include: complex repair; structural analysis; and project development. As of the date of this report, there has not been any adverse condition changes identified during the 2025 inspections.

1. West Monitor Bridge #306

In 2023, a consultant was contracted to provide the county routine and fracture critical inspections for the West Monitor Bridge #306. During their May 16 and 17, 2023 inspection, they observed two deficiencies described as follows in their 5/19/2023 email to the county:

Truss Deformation:

“We observed up to 1.5" horizontal out of plane deformation between (4) panel points in both truss lines of the Span 3 truss... We measured the deformation in the top chord U4 and U5 panel points and at the bottom chord L4 and L5 floor beam ends.”

The county was unable to determine whether this is new, old, or as-built from the 2010 rehabilitation. Based on consultant recommendations, the previous load rating was assessed to determine if current load restrictions should be decreased. After consultant review of the 2015 load rating, it was determined that the floor beams, again, are controlling the load rating, not the top chord of the truss and therefore the current load posting will stand.

Pin Inspection - Ultrasonic Testing:

“The truss pin at L1 in Span 4 of the upstream truss showed an indication during ultrasonic testing. The indication was of relatively small amplitude, and at this point, we only recommend additional monitoring. It is our opinion that a UT of this specific pin in coordination with the NSTM inspection frequency is adequate.”

2. Chiwawa River Bridge #703A

In 2023, a consultant was contracted to provide a routine inspection of the Chiwawa River Bridge and develop design plans to overlay the bridge deck as part of the CRP747 Bridge Deck and Joint Rehabilitation project. During the inspection, the Consultant documented the ongoing issues with weld-ties between the girders and how these issues are leading to cracking and spalling in the girder webs. They noted that “the planned work was likely not adequate to rehabilitate the structure”. The Consultant prepared a design alternative analysis which the County used to remove the bridge from the CRP 747 project and secure separate funding for the CPR750 Chiwawa River Bridge replacement project.

V. BRIDGE RESTRICTIONS

A load rating report is performed for each bridge in the NBIS inventory by a professional structural engineer in accordance with federal and state regulations. A bridge load rating is the measure of the bridge's load carrying capacity. There are two capacity levels that bracket this ability, the Inventory Rating and the Operating Rating. The Inventory Rating is the load that a bridge can carry for an indefinite number of load cycles without detriment to the bridge. The Operating Rating is the maximum load that can be carried on an infrequent basis without detriment to the bridge.

NBIS regulations require the posting, or restrictions, of load limits on a bridge when the load rating factors for the legal loads is less than 1. Load rating factors have been calculated using six standard truck configurations to check the capacity levels: three truck configurations represent legal loads; a national standard truck; and two overload vehicles. The minimum posting value is three tons at inventory or operating levels. Bridges not capable of carrying a minimum gross weight of three tons must be closed.

The Federal Highway Administration (FHWA) issued a Memorandum on November 15, 2013, requiring all Specialized Haul Vehicles also receive a load rating. The purpose of this memorandum was to clarify FHWA's position on the analysis of *Specialized Hauling Vehicles* (SHVs) as defined in the AASHTO Manual for Bridge Evaluation (MBE) during bridge load rating and posting to comply with the requirements of the NBIS. The intent of the load rating and posting provisions of the NBIS is to ensure that all bridges are appropriately evaluated to determine their safe live load carrying capacity considering all unrestricted legal loads, including State routine permits, and that bridges are appropriately posted if required, in accordance with the MBE. The SHVs are closely-spaced multi-axle single unit trucks introduced by the trucking industry in the last decade. Examples include dump trucks, construction vehicles, solid waste trucks and other hauling trucks. Analyses for Chelan County's bridges have been completed.

In 2024, FHWA began requiring a report rating factor for all legal trucks loads. Since Washington State has legalized loads of up to 105,500 lbs, a new load rating must be completed. The WSDOT Bridge Preservation Office quickly analyzed all county bridges and determined that 8 of Chelan County's 56 bridges require a new load rating. Additionally, new regulations will require the county to post advanced weight restriction signs in addition to the weight restriction signs posted at the bridge. Chelan County is currently working on posting Advanced weight restriction signs recently required by FHWA.

Chelan County has nine NBI bridges with weight restrictions as shown in **Table 2**.

Table 2 – Bridges Posted for Weight Restrictions

No.	Structure ID	Bridge No	Bridge Name	Open Closed Code *	Description
1	08254400	201	STEMILT CR.	P	Bridge is posted for specialized haul vehicle weight restrictions only
2	08886300	202	MCELDOWNEY RD	P	Bridge is posted for specialized haul vehicle weight restrictions only
3	08119700	306	WEST MONITOR	P	Bridge is posted for weight restrictions and height restrictions
4	08317800	321	PESHASTIN CRK INGALLS	P	Bridge is posted for specialized haul vehicle weight restrictions only
5	08682500	326	OLD BLEWETT #3	P	Bridge is posted for specialized haul vehicle weight restrictions only
6	08417200	403	HIGHLINE FIFTH AVE	P	Bridge is posted for weight restrictions and height restrictions
7	08432100	911	HAY CANYON	P	Bridge is posted for weight restrictions
8	0004237B	2095	CHUMSTICK CREEK NO 2	P	Bridge is posted for specialized haul vehicle weight restrictions only
9	08803400	400600.1	SUNITSCH CANYON	P	Bridge is posted for specialized haul vehicle weight restrictions only

* P = Posted

VI. SCOUR EVALUATIONS

A scour evaluation is required for all bridges over water. The purpose of a scour evaluation is to determine susceptibility of the bridge's foundation to the erosive actions of flowing water removing material from the bridge's foundation. A bridge is considered scour critical if its foundation is determined to be unstable for observed or calculated scour conditions. When a bridge inspector identifies an actual or potential problem, the bridge must be further evaluated to determine whether or not it should be considered scour critical. Chelan County has eight scour critical bridges. A scour "Plan of Action" has been developed for each of these structures to ensure the public's safety during future high flow events.

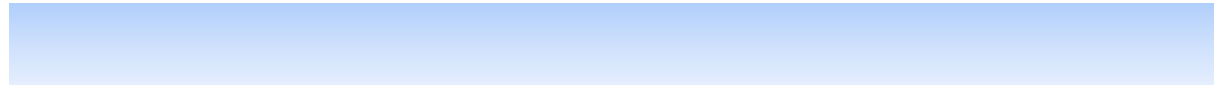
Two county bridges have unknown foundations and two have countermeasures installed to mitigate an existing problem with scour and to reduce the risk of bridge failure during a flood event. Two bridges with unknown foundations were transferred to the county by the United States Forest Service and do not have complete construction plans; Ingalls Creek #322 and Old Blewett 3 #326. The Motteler #4027000.2A and Colockum Creek #105 bridges both have been repaired to mitigate scour issues.



A scour "Plan of Action" has been developed for the scour critical bridges and bridges with unknown foundations. **Table 3** lists the current assessed scour conditions for the scour critical bridges and the bridges with unknown foundations.

Table 3 – Bridges Coded as Scour Critical or with Unknown Foundations

No.	Structure ID	Bridge No	Bridge Name	Scour Code *	Description
1	08159600	502	COWAN-ENTIAT	3	Calculated as Scour Critical
2	08719800	322	INGALLS CREEK BRIDGE	U	Unknown Foundations
3	08254400	201	STEMILT CR.	3	Calculated as Scour Critical
4	08682500	326	OLD BLEWETT #3	U	Unknown Foundations
5	08243900	505A	ARDENVOIR	3	Calculated as Scour Critical
6	08886300	202	MCELDOWNEY ROAD	3	Calculated as Scour Critical
7	08750900	607A	MOE RIDGE BRIDGE	3	Calculated as Scour Critical
8	08890700	1130000.1	SQUILCHUCK CRK-ALCOA HWY	3	Calculated as Scour Critical
9	08895000	4027000.2A	MOTTELER BRIDGE #1	7	Mitigated Scour Problem
10	08682600	105	COLOCKUM CREEK BRIDGE	7	Mitigated Scour Problem



VII. EMERGENCY REPAIRS

During the winter of 2025/2026, Chelan County maintenance crews reconstructed the approach fill behind the eastern abutment of the East Leavenworth Bridge #414. This reconstruction was necessary to stop road fill from spilling out below the abutment backwall caused by an extreme weather event in December 2025. The event included excessive rainfall and high winds which caused eroded slopes, flooded waterways, and downed trees/powerlines. The Chelan County Commissioners declared a State of Emergency as result of the event. For the most part, Chelan County bridges sustained very little to no damage during the event.

VIII. MAINTENANCE PROJECTS

Proper maintenance and repairs are necessary to prevent further deterioration of structures, to extend their useful life, and to prevent or reduce major repair costs in the future. During inspections, maintenance needs are documented, prioritized, and project work scheduled for completion by county crews or project contract. Typical annual maintenance includes brush cutting, bridge rail and guardrail repairs, deck and drain cleaning, and signing.

This year general maintenance was performed including crack sealing, clearing drains, repairing concrete elements, joint repairs, and removal of woody debris that is caught on the bridge substructure or causing localized scour.



Maintenance to be programmed in future years will include joint repair, and bridge cleaning and painting. Application of a healer/sealer on concrete decks countywide are also proposed.

The listing of several salmonid species under the Endangered Species Act and the addition of other environmental regulations add to the complexities involved in performing these aspects of bridge maintenance. A programmatic BO under ESA with the federal regulatory agencies would be a tremendous benefit in both cost and time savings for all Washington counties with bridges over waters with ESA-listed species. The county received two Hydraulic Project Approval permits (HPA) from the Washington State Department of Fish & Wildlife (WDFW) that allows much of the needed maintenance and preservation work to be completed.

IX. COMPLETED PROJECTS

1. CRP730 – Stemilt Creek No. 3 Bridge #103 Scour Repair (Short Span Bridge)

In May 2019 an isolated storm event inundated Stemilt Creek, which overflowed its banks and scoured a long section of the channel approximately 5- to 8-feet deep. This event scoured a significant amount of material from under and around the Stemilt Creek 3 Bridge #103 (Str. ID. 08889800), a short span structure. Existing high-pressure irrigation conduits on and around the bridge prohibited immediate repairs until irrigation season ended and County crews could safely replace the channel material along the exposed footing. The construction contract was completed in the fall of 2025

The irrigation line in the “Before” photos was buried prior to the May 2019 storm event. This line has been relocated out of the channel and attached to the bridge girders.



Before Construction



After Construction



Before Construction



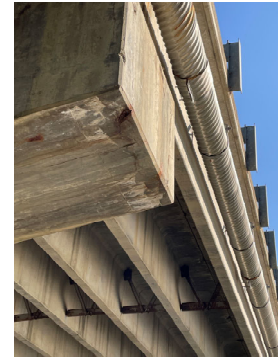
After Construction

X. CURRENT PROJECTS

1. CRP750 Chiwawa River Bridge Replacement – Chiwawa River #703A



Chiwawa River Bridge

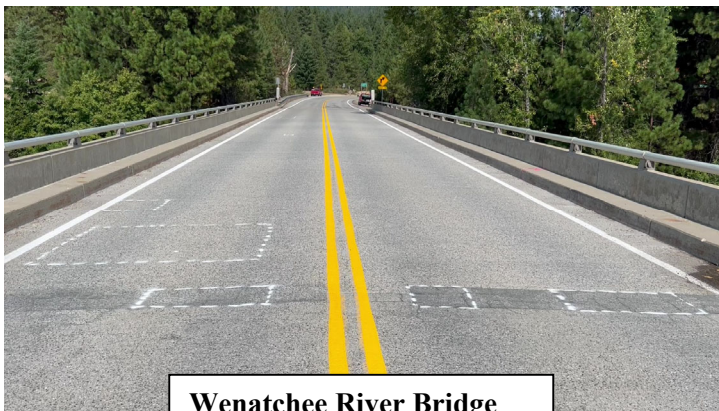


The Chiwawa River bridge was originally included in CRP747. As a result of the routine inspection and analysis by a Structural Engineer, it was determined that many of the girders on the Chiwawa River Bridge are acting independently and not as a composite structure; compromising the integrity and capacity of the bridge. The Consultant prepared an alternative analysis and recommendation, in which, it was determined that a deck overlay and joint repair would not adequately repair the bridge. As a result, the bridge was removed from CRP747. CRP750 – Chiwawa River Bridge Replacement was established to correct the structural issues with the bridge deck and girders. In 2024, the County received STP Bridge funds to replace the girders, deck, and barriers as well as repair the abutments, piers, and approaches. The costs for design and construction of CRP750 are covered by 100% Federal Funds. The project is scheduled for construction starting spring of 2027.

2. CRP753 Bridge Seal Bundle – Merritt #605A, Nason Crk Lk Wenatchee #704A, Old Blewett No.3 #326, Peshastin Creek #410B, Wenatchee River #20912, White River #706.

This bundled project received STP Bridge funds to repair delaminated or spalled areas of the decks and joints as well as to apply a High Molecular Weight Methacrylate (HMWM) or Silane seal to the bridge decks. These types of seals are used to fill and strengthen the concrete where both visual and microscopic cracking occurs as well as to provide a watertight seal to prevent/reduce corrosion to the steel reinforcement within the deck. The goal is to prevent these decks from deteriorating to a “poor condition” and to extend the life cycle of the existing deck in a cost-effective manner.

The project is scheduled for construction starting spring of 2027. The County’s long-term goal is to secure funding and establish a maintenance program to perform such work on a routine basis for all of Chelan County’s bridges with concrete decks.



Wenatchee River Bridge



Peshastin Creek Bridge



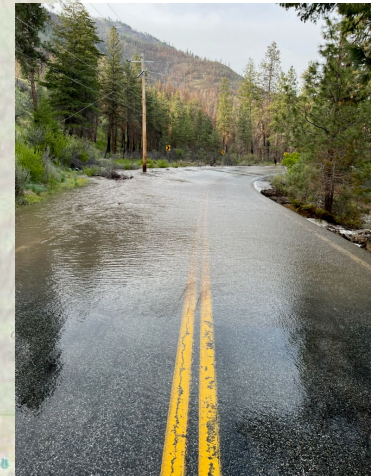
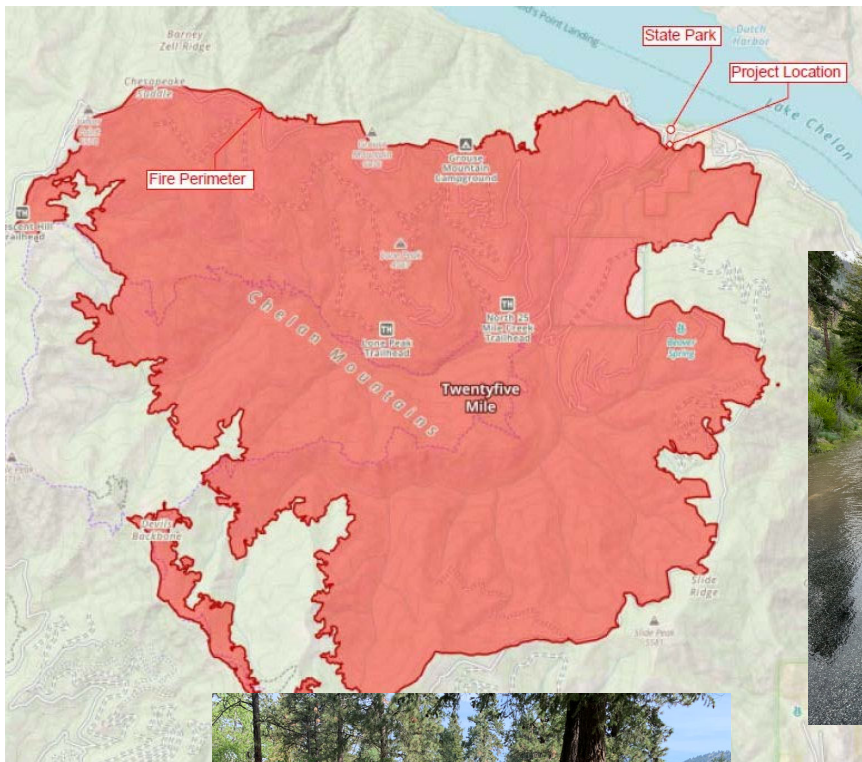
Old Blewett No. 3 Bridge



Merritt Bridge

3. FCD509 - 25-Mile Creek Culvert Replacement (Short Span Bridge #9471016.2)

In August 2021, a 22,000 acre wildfire burnt ~79% of the 25-Mile Creek Basin, all of which is upstream of the culvert. In May of 2023, an isolated storm event hit the burned drainage sending burnt debris downstream which blocked the culvert and sent flood waters over the top of the culvert and adjacent roadway. The flood event caused extensive damage to the roadway and the State Park facilities below the culvert. In 2024, Chelan County received preliminary funding approval from the FEMA Hazard Mitigation Assistance Grant program to begin design of a bridge that will remove the existing culvert, increase the channel capacity, and allow flood water and debris to pass safely below the roadway and be contained within the channel. Construction depends on the FEMA funding timeline. As of the date of this report, a 67-foot long bridge is proposed.



Flooding Over Roadway



State Park Flood Damage

4. Chelan County Natural Resources - Sand Creek Culvert Replacement (Short Span Bridge #2794000.3)

The Chelan County Natural Resources department is leading a project to replace the Sand Creek No. 3 Bridge with a “fish passable” structure. The project replaces an 8-ft diameter corrugated metal squash pipe with an 18-ft span Structural Plate Arch. The project is scheduled for construction in the summer of 2026.



**Sand Creek #3 Bridge
Before Construction**

XI. RECOMMENDED PROJECTS (not in ranked/preferred order)

1. Deck Program

Several of Chelan County's bridges have active deck deterioration observed through deck spalling, delamination and weld-tie corrosion. Delaying repairs will cause the deck to deteriorate at an exponential rate. This year, the county was granted federal funds through WSDOT Local Programs to deck-seal six county owned bridges. As of the date of this report the county is in the PE Phase for these this project. Establishing an annual deck repair/seal program to maintain the deck condition of all bridges is the ultimate goal.



2. S. Wenatchee Squilchuck #1293000.1 – Currently a Short Span Bridge

The box culvert on Squilchuck Creek on South Wenatchee Avenue is a short span bridge and has been identified for replacement for the benefit of salmonid access and spawning. A new bridge was the preferred design alternative determined to be the most suitable replacement solution. A conceptual design was completed in 2002 but would need to be updated to current design standards should funding become available. A viable alternative to the preferred design is to remove the entire structure and restore the site. No design or construction funds are available for this project at present.

3. Moe Ridge Bridge #607A

Funds for the Moe Ridge Bridge will be sought following a type, size and location study. The location of the bridge is dependent upon coordination with surrounding property owners and funding opportunities.

The Moe Ridge Temporary Bridge that currently carries traffic requires cleaning, painting and sealing to prevent further deterioration of the railroad car that currently supports the deck.



4. Motteler Road Bridge 1 Replacement



The Motteler Road Bridge is a structurally deficient short span bridge. The bridge consists of split stringers, failing timber piling and abutments, and was last posted at 3-tons. Since this structure is a short span bridge, located on a Local Access Road, there currently is no means to obtain bridge replacement funding from an outside source.

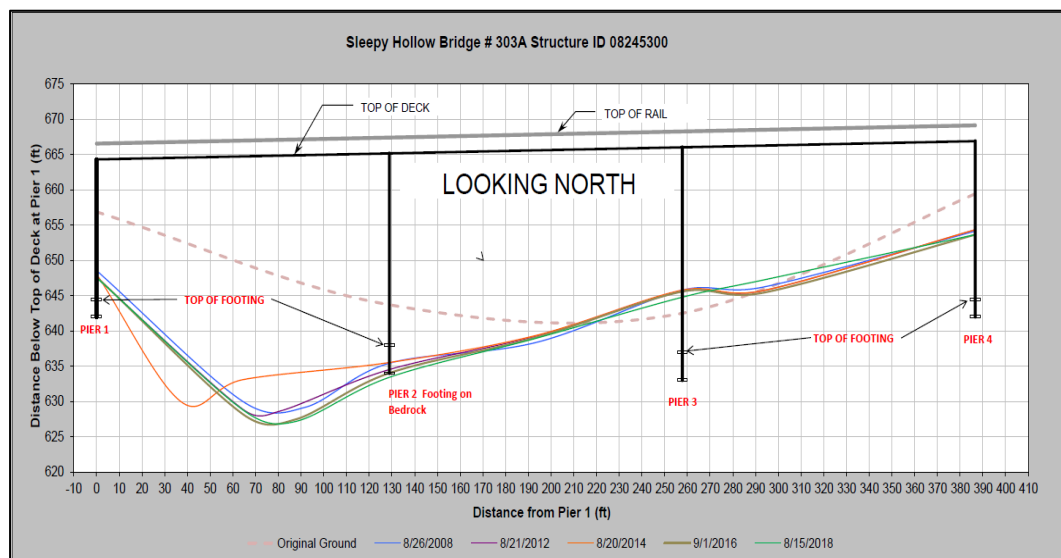


In 2014 the county owned temporary bridge was installed to span over the original structure to carry legal loads.

Design and environmental investigations were programmed to begin in 2015; however additional funds are needed. Construction is dependent on funding.

5. Scour Program

Eleven of Chelan County's bridges are classified as having active observed localized scour of concern at their existing piers. Although only two of these structures are categorized as scour critical, continued scouring at the submerged piers may downgrade the other nine bridges' current scour classification. Preliminary engineering and environmental investigations will be necessary prior to apply for federal Highway Bridge Program funds to establish project needs and scope. These analyses should be programmed to focus on the Bridge Replacement Advisory Committee's (BRAC) programmed Call for Projects.



A graph such as the one above is created for each bridge that spans over waterways indicating movement of the streambed over several monitoring periods. This particular

graph indicates that the lowest point of the streambed is currently well below the bottom of the existing submerged pier, which is set on bedrock per the archived plans.

6. Bridge Cleaning and Painting

Several of Chelan County's steel bridges have active pack rust, steel element section loss, and other deterioration observed through paint spalling and delamination. Delaying repairs will cause the steel to continue to deteriorate. Steel bridges that require maintenance and preservation will need to be identified to initiate application for federal Highway Bridge Program funds to establish project needs and scope. Removal of bird & rodent contaminants is essential for structure condition and public health as these contaminants contain acids that rust steel and pathogens that are harmful to humans and the surrounding environment.



7. Stemilt Creek #201 Replacement

As of 2024, the bridge was listed as functionally obsolete, meaning the road geometrics and safety features across the bridge are not to current standards. This bridge also has weight restrictions which requires Chelan County to continuously process's oversized load permits for this bridge due to the large amounts of heavy haul truck traffic along the Malaga-Alcoa Hwy. Recent and planned growth in the Malaga area will only see traffic volumes increase.



8. Squilchuck-Alcoa #1130000.1 Replacement

This bridge currently has issues with scour and is actively monitored with a Scour Plan of Action. This bridge carries the Malaga-Alcoa Hwy which is the primary route for residents and workers commuting between Malaga and Wenatchee. Recent and planned growth in the Malaga area will only see traffic volumes increase, just like the Stemilt Creek #2 Bridge. As shown in the below photo, this site is also utilized by transients and continually requires removal of waste debris from the channel and culvert.



XII. EXISTING SUPPLEMENTAL PROGRAMS

1. Short Span Bridge Program

Within the Chelan County road network there are numerous short span bridges or culvert crossings over creeks, washes, and canals that are large enough to remain a concern regarding their deterioration and performance. Currently we have identified 41 of these crossings. These crossings do not meet the minimum “greater than twenty-foot” span length for inclusion in the NBI. Typically, records and data on these structures are minimal or nonexistent.

Recognizing that these structures are a vital part of our road system, Chelan County Public Works assembled data on these structures and were entered into the BridgeWorks program in 2015 and 2016. These structures are assigned a routine frequency based on WSDOT recommendations for short span bridges and their current condition. **Appendix A**, contains a list of these structures.

As inspections identify crossing deficiencies or needed repair, maintenance and projects are programmed as needed.

2. Primary and Condition Safety Inspections

According to the Washington State Bridge Inspection Manual, a Primary Safety Inspection type is utilized for structures crossing over public highways, which could impact public safety, but are not reported to the NBI. Whereas a Condition Safety inspection is used in cases where an agency owns a structure that is not reportable to the NBI or NTI but is using WSBS to maintain a comprehensive record of the structure for both public safety and long-term maintenance. Refer to **Appendix A** for a list of these structures.

A Condition Inspection is performed for Chelan County’s two pedestrian only bridges. The inspection frequency is set at 48-months with several inspections a year by the District’s Maintenance Foremen to ensure safe passage; Plain (Chapel Drive) Pedestrian Bridge and Roaring Creek Pedestrian Bridge. A program for set-aside dollars to perform minor maintenance work to repair wooden deck planks, floor beams, stringers and rail on the county’s pedestrian bridges will ensure continued use of these highly trafficked bridges.

The county performs Primary Safety Inspections on three BNSF RR bridges that cross over the Chumstick Highway, one utility pipe owned by the Chiwawa Irrigation District that crosses over Shugart Flats Road and a concrete box culvert owned by the Icicle Irrigation District that crosses beneath Mountain Home Rd.

XIII. RECOMMENDED PROGRAMS

A program to budget high cost maintenance and preservation tasks including bridge cleaning, deck sealing, bridge painting, joint repair, bridge rail repair, and scour mitigation is recommended for future budgeting.

A program directed at inspection, maintenance, and repair or replacement of short span bridges and pedestrian bridges is also recommended.

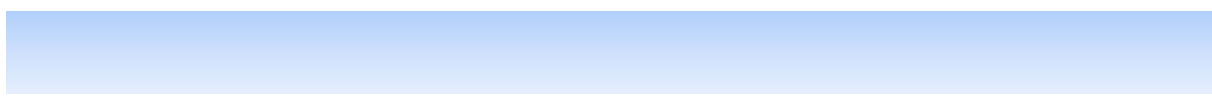
Painting Program
Ardenvoir Bridge



Scour Program
East Leavenworth Bridge

Bridge Cleaning
Moe Ridge Bridge





XIV. INVENTORY REVISIONS

1. Jurisdictional Transfers

No bridges received jurisdictional transfers in 2025.

2. Inventory Additions/Deletions

Additions:

There were no additions to the County's NBIS list in 2026.

Deletions:

There were no deletions from the County's NBIS list in 2026.

APPENDIX A

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Table 4 - Chelan County Short-Span Bridge Inspections

Inventory Quantity	Bridge Name	Bridge No.	Structure ID	Route Number	Year Built	Bridge Condition Classification	Last Inspection Date	Inspection Frequency
1	BEECHER HILL	923	08562700	31460	1988	G	14-Oct-21	72
2	CHUMSTICK CREEK NO 4	2096.25	0004237D	93350	1952	G	25-Sep-23	48
3	CHUMSTICK CREEK NO 6	2098.25	0004237F	93350	1952	G	06-Sep-23	48
4	SQUILCHUCK RD	1007002.6	08890200	10070	1900	G	26-Sep-23	72
5	MISSION RIDGE #2	1008000.3	08890400	10080	1900	G	27-Sep-22	72
6	CRANMER ROAD	1016000.1	08890300	10160	1900	G	27-Sep-22	72
7	COLOCKUM CREEK #2	107	08889900	19390	1900	G	10-Oct-23	60
8	RICHARED DRIVE	2603000.2	08889100	26030	1900	G	14-Oct-21	72
9	SAND CREEK 1	2794000.1	08889500	27940	1900	G	27-Sep-22	72
10	SAND CREEK 2	2794000.2	08889600	27940	1900	G	27-Sep-22	72
11	SAND CREEK 3	2794000.3	08889700	27940	1900	G	27-Sep-22	72
12	HANSEL CREEK	3017000.4	08888400	30170	1900	G	29-Sep-22	72
13	EAGLE CREEK RD-CHUMSTICK	4004000.1	08888300	40040	1951	G	05-Sep-23	48
14	WALKER CANYON	4004001.5	08888800	40040	1980	G	10-Sep-25	72
15	BJORK CANYON	4004002.1	08888900	40040	1980	G	05-Sep-23	48
16	PRESTON CRK- TYEE DR	4831000.1	08885600	48310	1900	G	19-Sep-23	60
17	STEMILT HILL	9119003.1	08890900	91190	1947	G	27-Oct-22	72
18	SPROMBERG CREEK	9335003.0	08888600	93350	2005	G	09-Sep-25	72
19	FREUND CREEK	9335002.3	08888500	93350	2005	G	09-Sep-25	72
20	STORMY CREEK	9447016.9	08887700	94470	2004	G	19-Aug-21	72
21	PRESTON CRK- ENTIAT	9447021.6	08887800	94470	1900	G	19-Sep-23	60
22	ROARING CREEK SPILLWAY	4785000.1	08887900	94470	1900	G	19-Sep-23	72
23	CLEAR CREEK	9330003.4	08931200	93300	2017	G	11-Jun-25	72
24	CHUMSTICK CREEK NO 1	2094.25	0004237A	93350	1952	F	18-Oct-23	72
25	CHUMSTICK CREEK NO 3	2095.25	0004237C	93350	1952	F	18-Oct-23	72
26	CHUMSTICK CREEK NO 5	2096.75	0004237E	93350	1952	F	06-Sep-23	48
27	PITCHER CANYON	1007002.0	08891000	10070	1900	F	26-Sep-23	12
28	UPPER SQUILCHUCK	1007006.0	08890800	10070	1900	F	07-Aug-25	12
29	STEMILT CREEK 2	102	08850300	14570	1931	F	20-Oct-25	60
30	STEMILT CREEK 3	103	08889800	14750	1900	F	20-Sep-24	48
31	S WENATCHEE SQUILCHUCK	1293000.1	08890100	12930	1900	F	27-Sep-22	72
32	WENATCHEE HEIGHTS	1299000.1	08890500	12990	1900	F	12-Oct-20	72
33	STEMILT LOOP 2	1445003.6	08890600	14450	1950	F	20-Sep-24	48
34	HEIMBIGNER RD	2950000.5	08889300	29500	1947	F	21-Oct-25	48
35	NASON CREEK-YODELIN	3875000.1	08888700	38750	1900	F	07-Sep-22	72
36	EELS ROAD	4422001.1	08889200	44220	1964	F	21-Oct-25	24
37	FIRST CREEK BRIDGE	486600.01	08885500	48660	1933	F	06-Aug-25	48
38	COLOCKUM DRY GULCH	901	08890000	19390	1949	F	10-Oct-23	72
39	MISSION CRK-SAND CRK	9241008.0	08889400	92410	1900	F	27-Sep-22	72
40	GRANITE FALLS CREEK	9471007.3	08886000	94710	1975	F	19-Sep-24	60
41	25-MILE CREEK	9471016.2	08885700	94710	1949	F	26-Sep-23	48

Table 5A - Primary Safety Inspections performed by Chelan County

Inventory Quantity	Bridge Name	Bridge No.	Structure ID	Route Number	Year Built	Bridge Condition Classification	Last Inspection Date	Inspection Frequency	Owner
1	BN RR UC (GN)	2092	000000HT	93350	1928	F	14-Sep-21	72	BNSF
2	BN RR UC (GN)	2096	000000HQ	93350	1927	F	14-Sep-21	72	BNSF
3	BN RR UC (GN)	2098	000000HR	93350	1927	F	14-Sep-21	72	BNSF
4	MOUNTAIN HOME RD	3065000.4	08888100	30650	1900	F	18-Oct-23	48	lc. I.D.
5	SHUGART FLATS	3635000.6	08888200	36350	2000	F	06-Sep-23	48	Chiw. I.D.

Table 5B - Condition Inspections for Pedestrian Bridges performed by Chelan County

Inventory Quantity	Bridge Name	Bridge No.	Structure ID	Route Number	Year Built	Bridge Condition Classification	Last Inspection Date	Inspection Frequency	Owner
1	PLAIN PEDESTRIAN BRIDGE	603	08800800	35660	1909	F	07-Aug-24	48	County
2	OLD ROARING CREEK	504	08800900	00504	1908	P	19-Sep-23	48	County

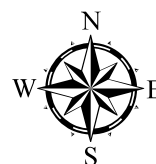
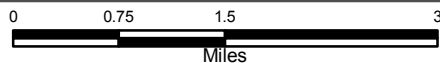
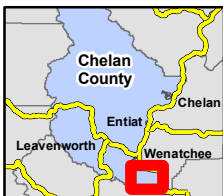
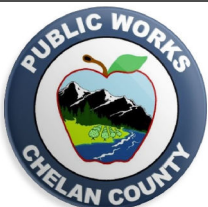
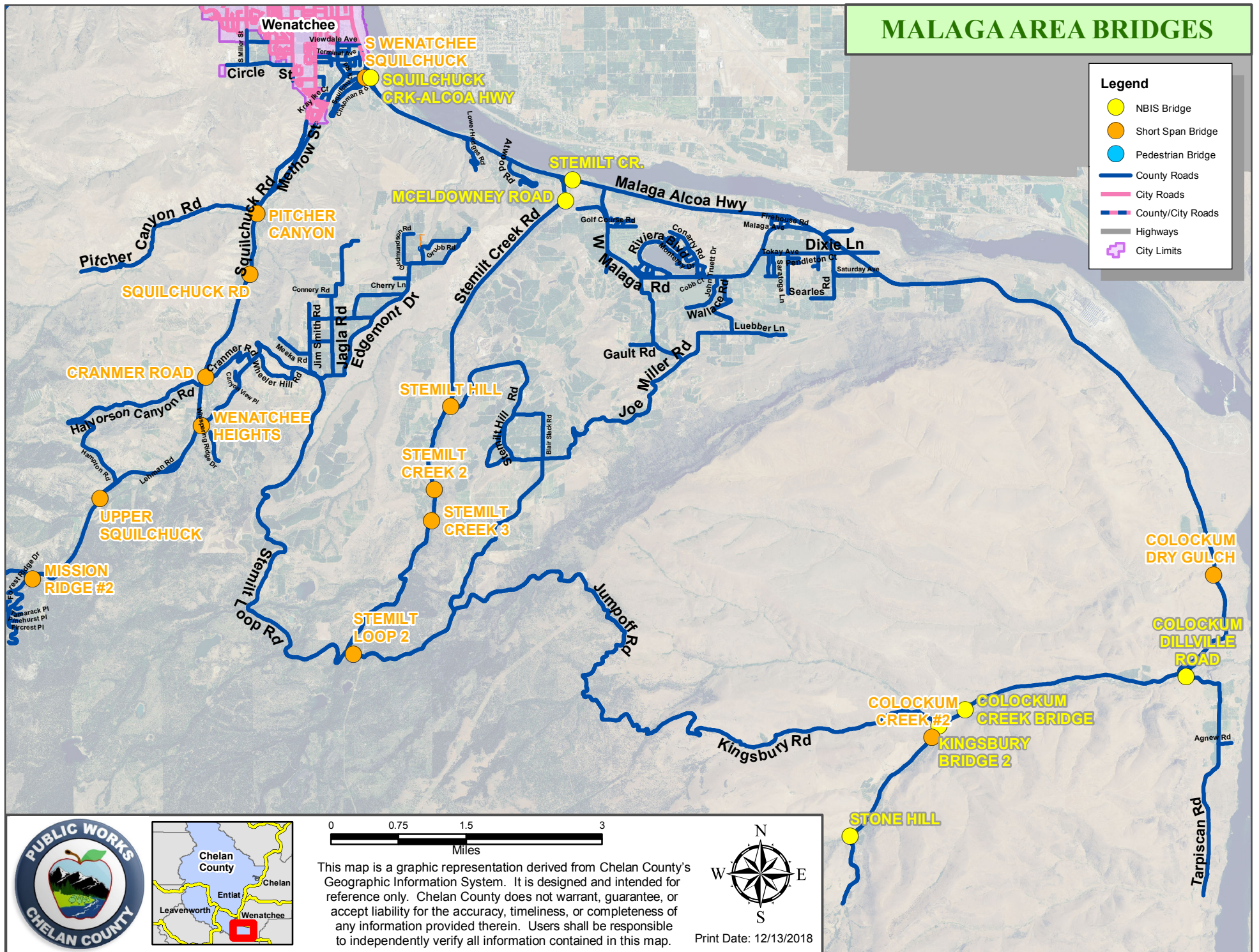
Table 6 - NBI Bridge Inspections Performed for Other Local Agencies

Inventory Quantity	Bridge Name	Bridge No.	Structure ID	Route Number	Owner	Year Built	Bridge Condition Classification	Last Inspection Date	Inspection Frequency
1	SECOND ST BRIDGE IRRIG CAN	16	08926000	01910	Wenatchee	2020	G	18-Oct-23	24
2	MILLERDALE AVE IRRIG CAN	15	08513400	14050	Wenatchee	1975	P	27-Mar-24	24
3	MISSION CREEK 1	311A	08016300	92410	Cashmere	1986	G	07-Oct-24	24
4	MISSION CR-SUNSET HWY	309	08851200	28860	Cashmere	2011	G	07-Oct-24	24
5	COTTAGE AVENUE	00000308A	08009800	92410	Cashmere	1983	F	27-Aug-24	24
6	PIONEER AVENUE BRIDGE	CASHMERE1	08502400	00165	Cashmere	1936	F	07-Oct-24	24
7	ANGIER AVE BRIDGE	CASHMERE2	08023200	00000	Cashmere	1960	P	10-Oct-13	12
8	CHELAN RIVER BRIDGE	CHELAN 1	08566500	00195	Chelan	1927	F	10-Oct-13	12
9	WAPATO DAM SPILLWAY	9510004.0	08885800	95100	Lk. Chelan. Rec. Dist.	1996	G	15-Jul-25	24

MALAGA AREA BRIDGES

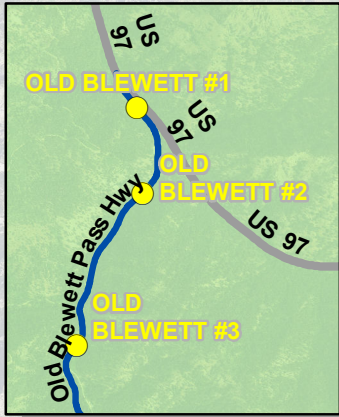
Legend

- NBIS Bridge
- Short Span Bridge
- Pedestrian Bridge
- County Roads
- City Roads
- County/City Roads
- Highways
- + City Limits

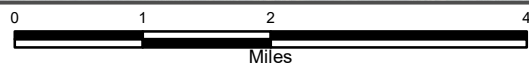
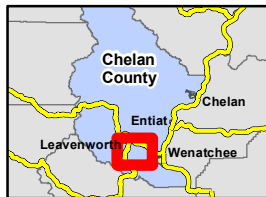
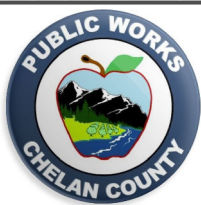


CASHMERE AREA BRIDGES

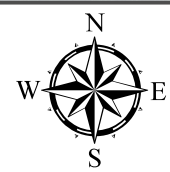
Old Blewett Pass Area



- Legend**
- NBIS Bridge
 - Short Span Bridge
 - Pedestrian Bridge
 - County Roads
 - City Roads
 - County/City Roads
 - Highways
 - ⬢ City Limits

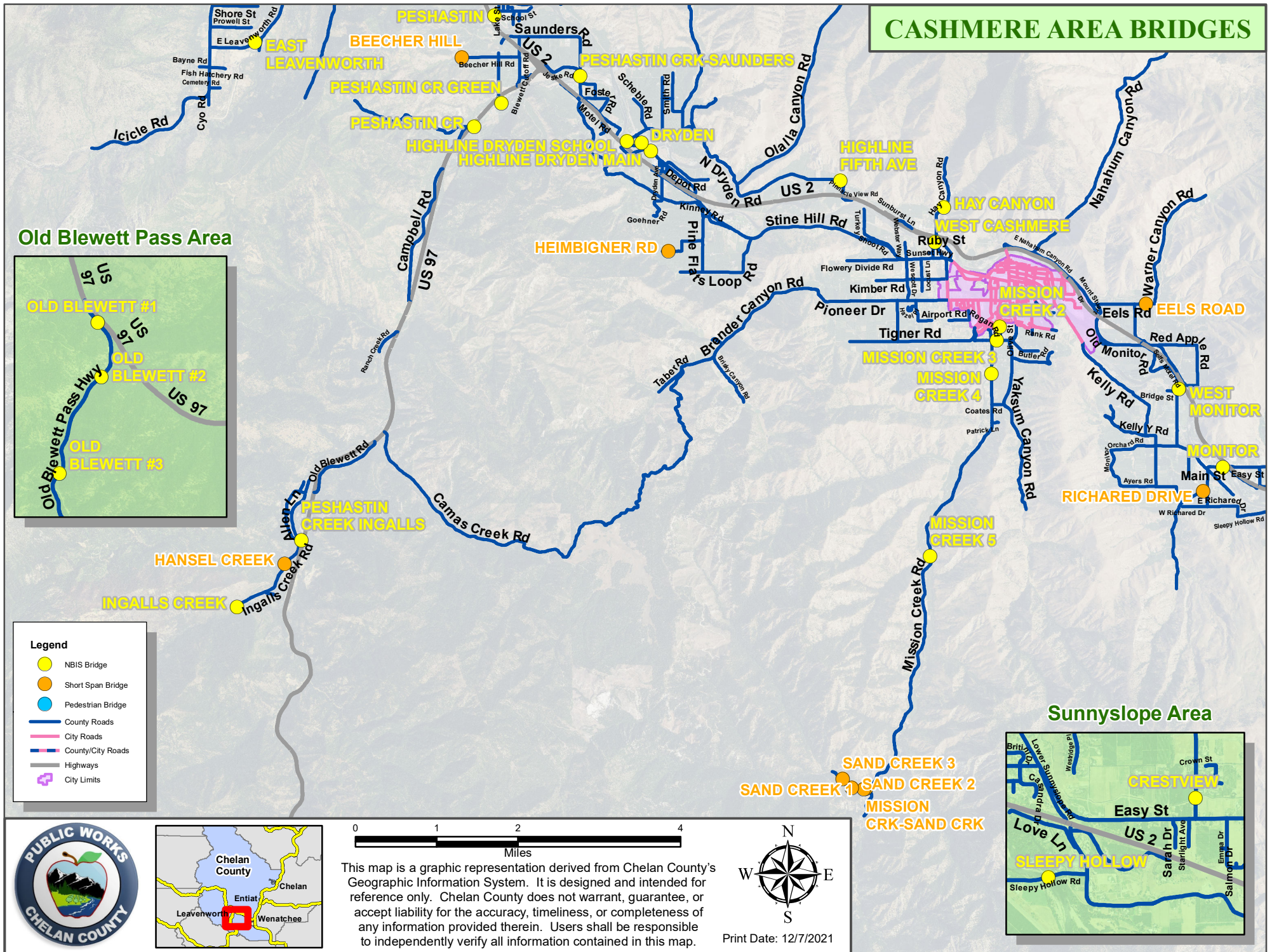


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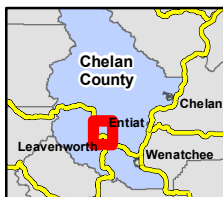
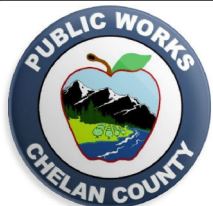
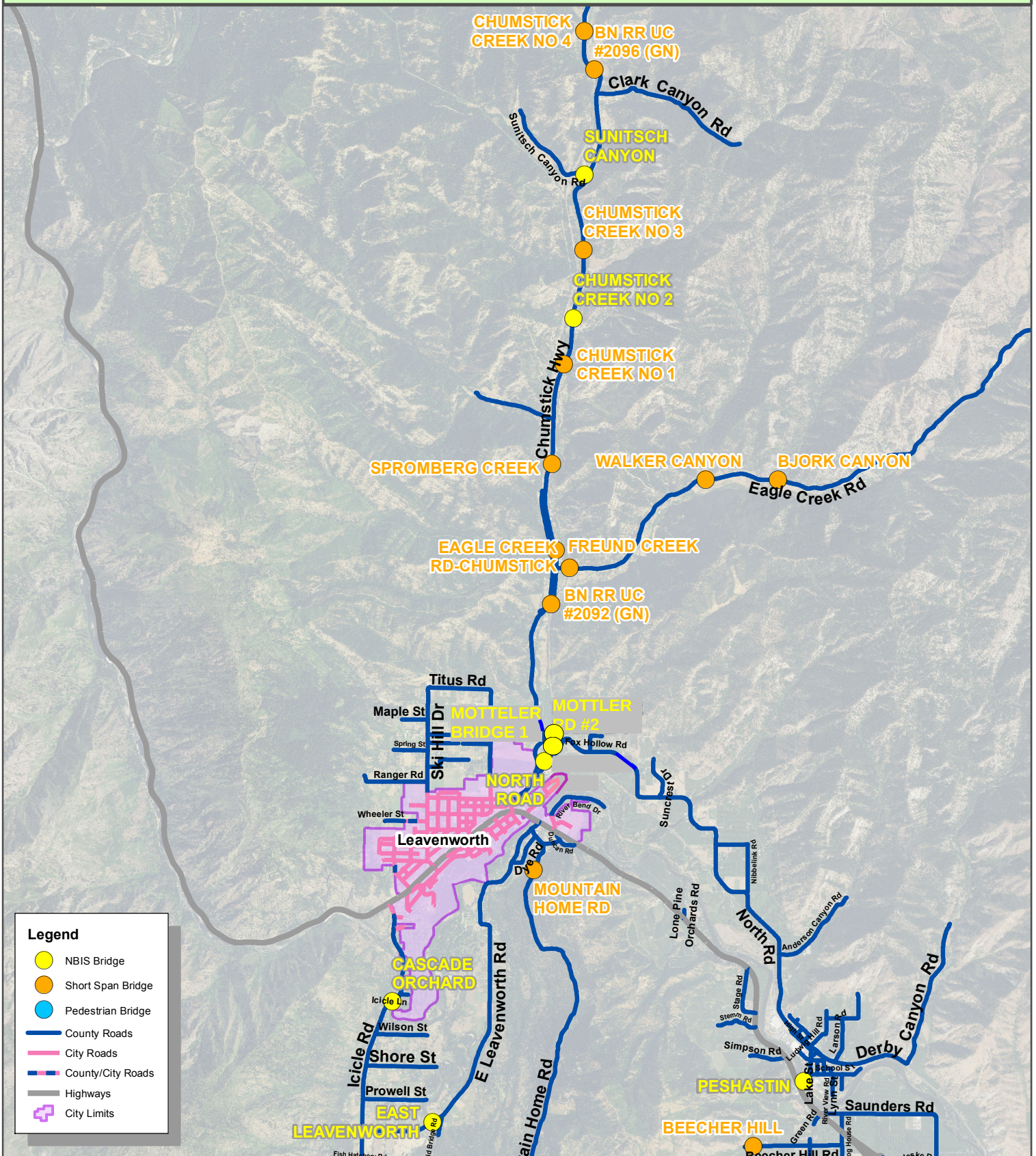


Print Date: 12/7/2021

Sunnyslope Area



LEAVENWORTH AREA BRIDGES



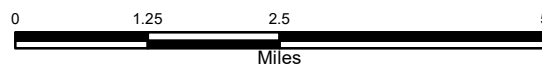
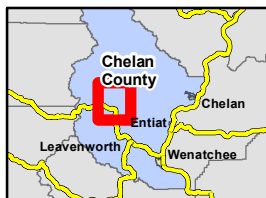
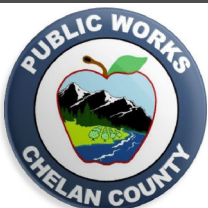
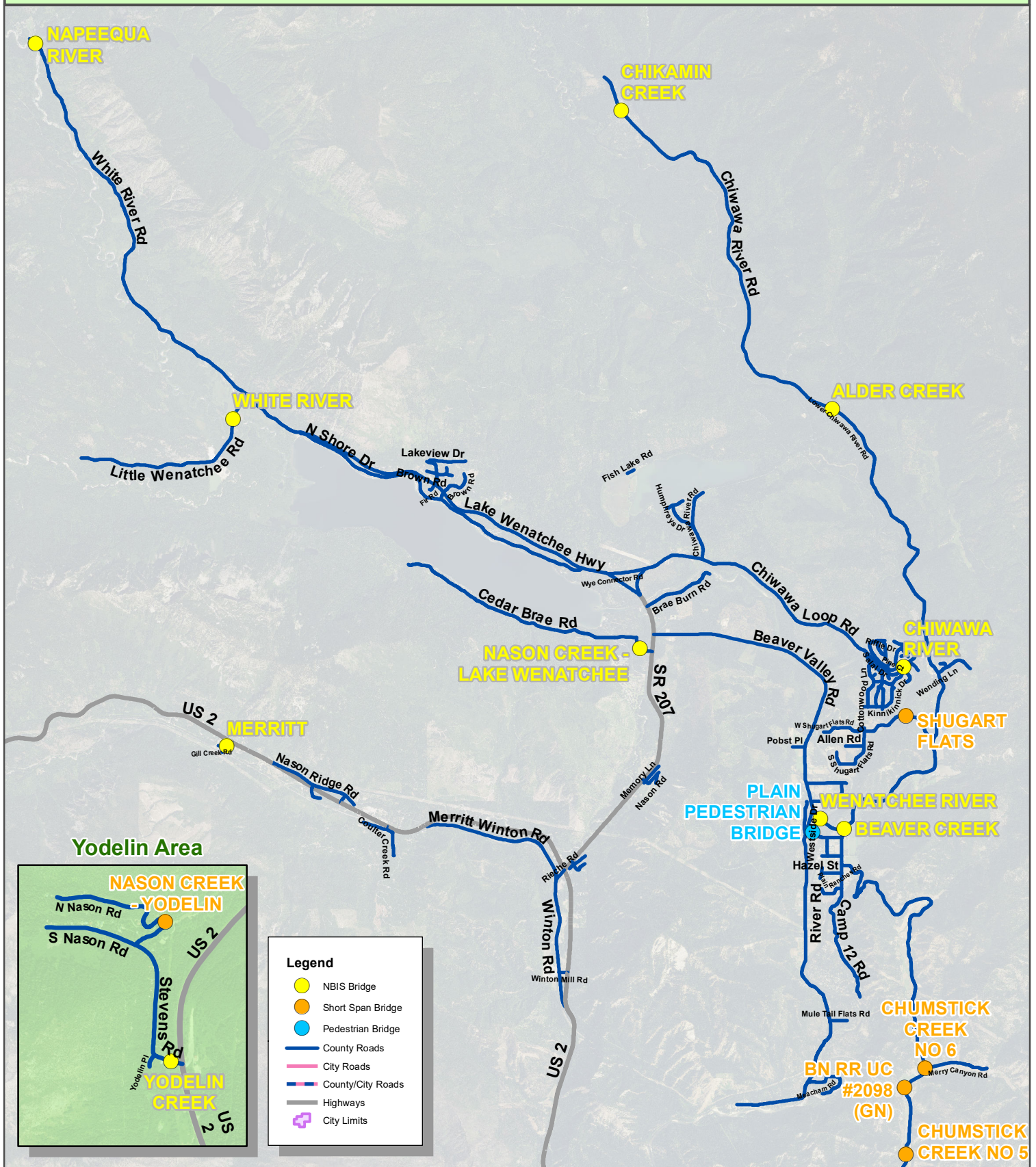
0 0.75 1.5 3
Miles

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LAKE WENATCHEE AREA BRIDGES

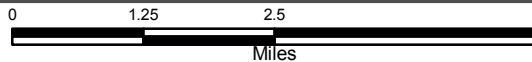
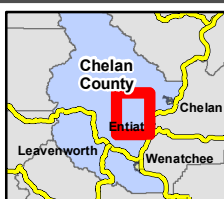
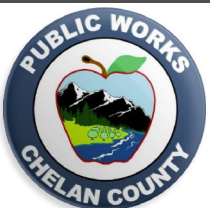
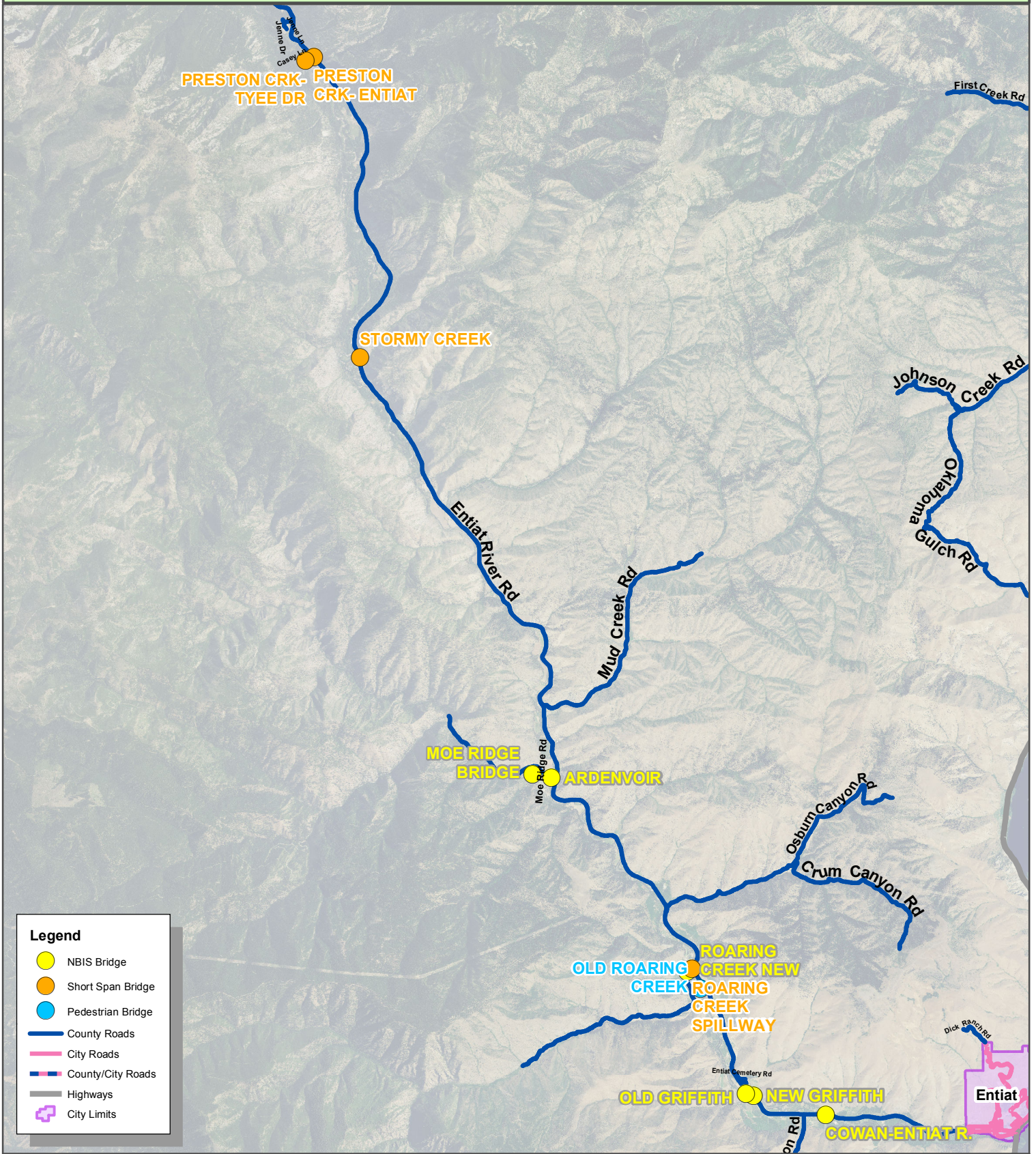


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Print Date: 12/7/2021

ENTIAT AREA BRIDGES

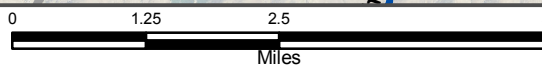
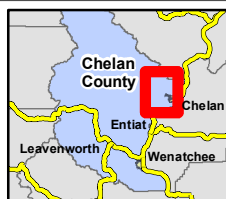
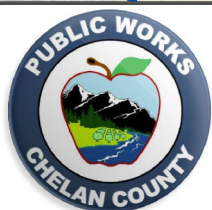
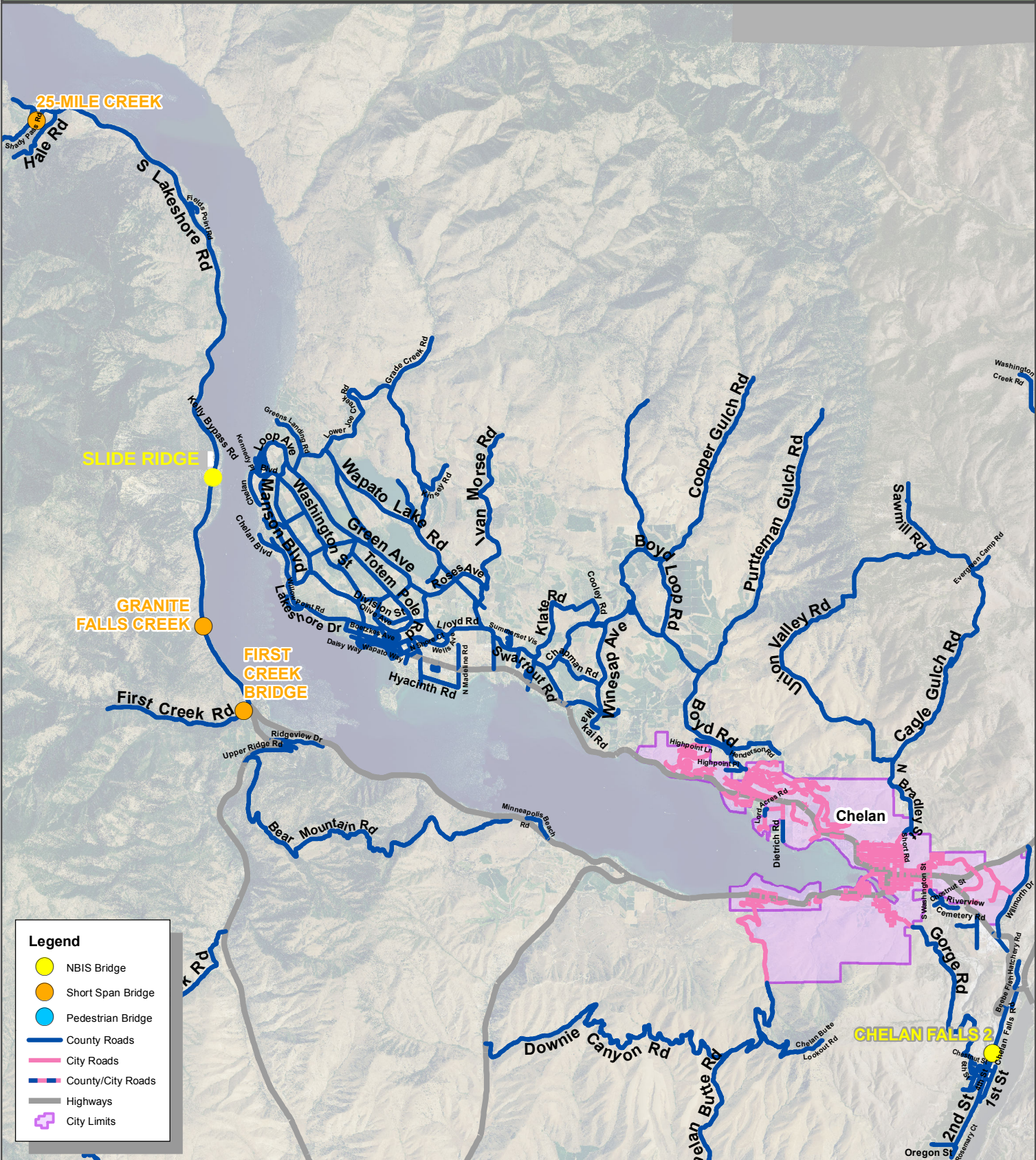


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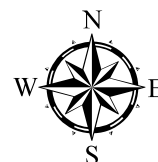


Print Date: 12/13/2018

CHELAN AREA BRIDGES



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Print Date: 12/13/2018

Community Development Agenda

6 October 2026

Discussion:

1. Workshop for Docket Item #6 (Wineries & Restaurants in Rural Areas)

County	Wineries Allowed in Zoning Districts	Type of Permit Required	Restaurants allowed with Winery	Side Notes
Walla Walla County	PA-40 Primary Agriculture	Type P2 Permit*	No	*A Permit is required for all Agritourism Enterprises and small-scale value-added
	GA-20 General Agriculture	Type P2 Permit*	No	agriculture processing facilities.
	AR-10 Agriculture Residential	Type P2 Permit*	No	
	RR-40 Rural Remote	Type P2 Permit*	No	
	RR-20 Rural Remote	Type P2 Permit*	No	** Only a 'Type III' Winery may include a restaurant. A Type III Winery is that which includes
	RA-10 Rural Agriculture	Type P2 Permit*	No	both a winery and a Country Inn providing overnight accommodations. Additional qualifying
	RA-5 Rural Agriculture	Type P2 Permit*	No	criteria to be met (ref. WWCC, Section 17.22.030(D))
	RRMC-5 Rural Residential Mill Creek	AC2 (Administrative CUP)	Only with a Type III Winery**	
	RR-2 Rural Remote	AC2 (Administrative CUP)	No	
	RR-5 Rural Remote	AC2 (Administrative CUP)	No	
	RAC Rural Activity Center	Type P2 Permit*	No	
	IA-M Industrial Agriculture-Mixed	Type P2 Permit*	No	
	IA-H Industrial Agriculture-Heavy	Type P2 Permit*	No	
Kittitas County	General Commercial Zone (Urban)	Permitted Outright*	Restaurant may be permitted with a CUP	*A winery is considered a facility where fruit or other products are processed (crushed,
	Forest & Range Zone (Urban)	Permitted Outright*	No	fermented, decanted, stored, bottled and shipped) into wine.
	Commercial Agriculture Zone (Resource)	Permitted Outright*	No	
	Commercial Forest Zone (Resource)	Permitted Outright*	No	
	Ag 20 Zone (Rural Non-LAMIRD)	Permitted Outright*	No	
	Forest & Range Zone (Non-Rural LAMIRD)	Permitted Outright*	Restaurant may be permitted with a CUP	
	General Commercial Zone (Rural)	Permitted Outright*	Restaurant may be permitted with a CUP	
Whitman County	Light Industrial Zone	Permitted Outright	No	
	North Pullman-Moscow Corridor Zone	Conditional Use Permit	No	
Franklin County	AP-20 Ag Production Zone	Conditional Use Permit*	No	*Tasting Rooms require a CUP
	AP-40 Ag Production Zone	Conditional Use Permit*	No	
	General Industrial Zone	Permitted Outright*	No	
	C-R Regional Commercial Zone	Permitted Outright*	No	
	RC-5 Rural Community Zone	Permitted Outright*	No	
	C-1 Retail Business Zone	Permitted Outright*	No	
	C-2 Rural Service Commercial Zone	Permitted Outright*	No	
	C-3 General Business Commercial Zone	Permitted Outright*	No	
	RR-1 Rural Residential Zone	Permitted Outright*	No	
	RR-5 Rural Residential Zone	Permitted Outright*	No	
	I-2 General Industrial Zone	Permitted Outright*	No	
Island County	"Rural Winery"			
	Rural Zone	Conditional Use Permit	No	
	Rural Agriculture Zone	Conditional Use Permit	No	
	Commercial Agriculture Zone	Permitted Outright or CUP depending on size	No	
	"Winery"			
	Business Village Zone	Type I Permit	No	
	Business General Zone	Type I Permit	No	
	Non-Residential Mixed-Use Zone	Type I Permit	No	
	Light Industrial Zone	Type I Permit	No	
Kitsap County	Rural Residential (RR) Zone	Permitted Outright*	No	*Winery/Agritourism use must be accessory to the primary agricultural use of the property
	Rural Protection (RP) Zone	Permitted Outright*	No	
	Rural Wooded (RW) Zone	Permitted Outright*	No	
	Forest Resource Lands (FRL) Zone	Permitted Outright*	No	
	Mineral Resource Overlay (MRO) Zone	Permitted Outright*	No	
	Urban Low-Density Residential (UR) Zone	Permitted Outright*	No	
	Business Park (BP) Zone	Permitted Outright*	No	
	Business Center (BC) Zone	Permitted Outright*	No	
	Industrial (IND) Zone	Permitted Outright*	No	
	Rural Industrial (RI) Zone	Permitted Outright*	No	
	Various LAMIRD Type I & II Zones	Permitted Outright*	No	

County	Wineries Allowed in Zoning Districts	Permits?	Restaurants allowed with Winery	Side Notes
Skagit County	Agriculture - Natural Resource Lands (Ag-NRL)	Permitted as Agritourism 1, 2, or 3 (3 req's CUP)*	No - with the exception of farm-to-table activities	* The different levels of agritourism have defined thresholds of maximum number of guests
	Rural Resource - Natural Resource Lands (RRc-NRL)	Permitted as Agritourism 1, 2, or 3 (3 req's CUP)*	No - with the exception of farm-to-table activities	allowed and maximum number of days allowed user per year.
Thruston County	Planned Industrial Park (PI) Zone	Permitted Outright	No	* Limited in size, scale, and must be local fruit.
	Light Industrial (LI) Zone	Permitted Outright	No	
	Agritourism Overlay District	Only Small Scale Winery allowed*	No	
Yakima County	Agriculture (AG) Zone	Type 1 Permit	No	
	Rural (R/ELDP) Zones	Type 3 Permit	No	
	Rural (R-10/5) Zones	Type 2 Permit*	Conditionally	*Restaurants may be allowed in Type 2 permit use zones when associated with a W/B/D
	Rural Settlement (RS) Zone	Type 2 Permit*	Conditionally	*Restaurants may be allowed in Type 2 permit use zones when associated with a W/B/D
	General Commercial (GC) Zone	Type 2 Permit*	Conditionally	*Restaurants may be allowed in Type 2 permit use zones when associated with a W/B/D
	Light Industrial (M-1) Zone	Type 1 Permit	No	
	Heavy Industrial (M-2) Zone	Type 1 Permit	No	
Spokane County	Rural 5 Zone	Permitted Outright	No	
	Rural Traditional Zone	Permitted Outright	No	
	Rural Activity Center Zone	Permitted Outright	No	
	Urban Reserve Zone	Permitted Outright	No	
	Rural Conservation Zone	Permitted Outright	No	
Columbia County	<u>Commerical Microbrewery/Brewery/Winery</u>			
	Commerical (C-1) Zone	Permitted Outright	No	
	Light Industrial (LI-1) Zone	Permitted Outright	No	
	<u>Winery in Ag Zone</u>			
	Agriculture (A-1) Zone*	Permitted Outright	No	*20% of raw product must be grown on-site
	Agriculture (A-2) Zone*	Conditional Use Permit	No	*20% of raw product must be grown on-site
	Agriculture (A-3) Zone*	Conditional Use Permit	No	*20% of raw product must be grown on-site
Clallum County	Rural Zones	allowed as Agricultural Activities*	No	*On-Site Agricultural Stores may include Tasting Room
	Urban Zones	allowed as Agricultural Activities*	No	
	Commercial Zones	allowed as Agricultural Activities*	No	
	Industrial Zones	allowed as Agricultural Activities*	No	
Jefferson County	Agricultural Resource Lands (Ag) Zone	allowed as Agritourism*	No	*No serving of wine/alcohol that is not produced on site
Lewis County	<u>"Micro" Wineries/Breweries/Cideries/Distilleries*</u>			
	Rural Development Dist - 5 Acres (RDD-5)	Administrative Decision	No	*Lewis County Code has thresholds for each "micro" use
	Rural Development Dist - 10 Acres (RDD-10)	Administrative Decision	No	
	Rural Development Dist - 20 Acres (RDD-20)	Administrative Decision	No	
	Small Town Mixed-Use (STMU)	Administrative Decision	No	
	Commercial Cross Roads (CC)	Administrative Decision	No	
	Freeway Commercial (FC)	Permitted Outright	No	
	Agricultural Resource Lands (ARL)	Permitted Accessory Use	No	
	Forest Resources Lands (FRL)	Permitted Accessory Use	No	
	Master Planned Resort (MPR)	Permitted Outright	No	
	Mixed Use (MU)	Administrative Decision	No	
	Commercial Business Dist (CBZ)	Administrative Decision	No	
	Airport (AX)	Administrative Decision	No	
	Industrial (IND)	Administrative Decision	No	
	<u>"Non-Micro W/B/C/D"*</u>			
	Freeway Commercial (FC)	Permitted Outright	Restaurants are allowed in FC zoning district	
Mason County	Rural Commercial-3 (RC3) Zone	Permitted Outright	Restaurants allowed in Commercial zoning districts	
	General Commercial (GC) Zone	Permitted Outright	Restaurants allowed in Commercial zoning districts	
	Commercial Industrial (CI) Zone	Permitted Outright	Restaurants allowed in Commercial zoning districts	

County	Wineries Allowed in Zoning Districts	Permits?	Restaurants allowed with Winery	Side Notes
Stevens County	Business Zoning Dist (B)	Permitted Outright	No	
	Rural Area - 5 Acre (RA-5)	Permitted Outright	No	
	Rural Area - 10 Acre (RA-10)	Permitted Outright	No	
	Rural Area - 20 Acre (RA-20)	Permitted Outright	No	
	Rural Agriculture (AR-10)	Permitted Outright	No	
	Forest (F)	Permitted Outright	No	
	Agriculture (A)	Permitted Outright	No	
	Crossroads Overlay Zone (Type I LAMIRD)	Permitted Outright	No	
	Small Resort Overlay Zone (Type II LAMIRD)	Permitted Outright	No	
Pend Oreille County	Rural Residential Zone	Conditional Use Permit	No	
	Rural Zone	Conditional Use Permit	No	
	Natural Resource Zone	Conditional Use Permit	No	
	Commercial Zone	Permitted Outright	No	
Pierce County	<u>Parkland/Spanaway/Midland Urban Areas</u>		*	*Level 3 “Eating and Drinking Establishments” would be full-service restaurants, taverns, brewpuds, craft distilleries, wineries, or cafes. This level of restaurant may not have a separate lounge area for patrons 21 years of age or older, and/or allow music and dancing. - wineries would be considered a Level 3 Eating and Drinking Establishment.
	Mixed Use District (MUD)	Permitted Outright	Permitted Outright*	
	Neighborhood Centers (NC)	Permitted Outright	Permitted Outright*	
	Community Employment Centers (CE)	Permitted Outright	Permitted Outright*	
	<u>South Hill Area</u>			
	Residential/Office-Civic (ROC)	Conditional Use Permit	Conditional Use Permit*	
	Neighborhood Center (NC)	Conditional Use Permit	Conditional Use Permit*	
	<u>Browns Point/Dash Point Areas</u>			
	Neighborhood Centers (NC)	Permitted Outright	Permitted Outright*	
	<u>Graham Area</u>			
	Rural Activity Center (RAC)	Permitted Outright	Permitted Outright*	
	Rural Neighborhood Center (RNC)	Permitted Outright	Permitted Outright*	
	<u>Compact Urban Areas</u>			
	Employment Corridor (ECOR)	Permitted Outright	Permitted Outright*	
	Neighborhood Corridor (NCOR)	Permitted Outright	Permitted Outright*	
	Towne Center (TCTR)	Permitted Outright	Permitted Outright*	
	Urban Corridor (UCOR)	Permitted Outright	Permitted Outright*	
	<u>Alderton-McMillin Areas</u>			
	Employment Center (EC)	Permitted Outright	Permitted Outright*	
	Rural Neighborhood Center (RNC)	Permitted Outright	Permitted Outright*	
	<u>Pierce County (outside of Community Plan Areas)</u>			
	Mixed Use District (MUD)	Permitted Outright	Permitted Outright*	
	Major Urban Center (MUC)	Permitted Outright	Permitted Outright*	
	Community Center (CC)	Permitted Outright	Permitted Outright*	
	Activity Center (AC)	Permitted Outright	Permitted Outright*	
	Neighborhood Center (NC)	Permitted Outright	Permitted Outright*	
	Employment Center (EC)	Permitted Outright	Permitted Outright*	
	Community Employment (CE)	Permitted Outright	Permitted Outright*	
	Rural Activity Center (RAC)	Permitted Outright	Permitted Outright*	
	Gateway Community (GC)	Permitted Outright	Permitted Outright*	
	Rural Neighborhood Center (RNC)	Permitted Outright	Permitted Outright*	
	<u>Mid-County Area</u>			
	Neighborhood Center (NC)	Permitted Outright	Permitted Outright*	
	Mixed Use District (MUD)	Permitted Outright	Permitted Outright*	
	Rural Neighborhood Center (RNC)	Permitted Outright	Permitted Outright*	
	<u>Gig Harbor Peninsula Area</u>			
	Rural Neighborhood Center (RNC)	Permitted Outright	Permitted Outright*	
	Rural Activity Center (RAC)	Permitted Outright	Permitted Outright*	
	<u>Anderson & Ketron Island Areas</u>			
	Rural Neighborhood Center (RNC)	Permitted Outright	Permitted Outright*	
	<u>Key Peninsula Area</u>			
	Rural Activity Center (RAC)	Permitted Outright	Permitted Outright*	
	Rural Neighborhood Center (RNC)	Permitted Outright	Permitted Outright*	
	<u>Upper Nisqually Area</u>			
	Village Center (VC)	Permitted Outright	Permitted Outright*	
	Tourist Commercial (TC)	Permitted Outright	Permitted Outright*	

County	Wineries Allowed in Zoning Districts	Permits?	Restaurants allowed with Winery	Side Notes
Grant County	Urban Light Industrial Zone (ULI)	Permitted Outright	Restaurants would be allowed in the ULI zone	
	Rural Light Industrial Zone (RLI)	Permitted Outright	Restaurants would be allowed in the RLI zone	
Whatcom County				
Snohomish County				
San Juan County				
King County				
Douglas County				
Pacific County				
Clark County				
Garfield County				
Benton County				
Chelan County				

- Non-GMA Counties

Adams
Asotin
Cowlitz
Ferry
Grays Harbor
Klickitat
Lincoln
Okanogan
Skamania
Wahkaikum
Whatcom