

## City of Cashmere

101 Woodring Street  
Cashmere, WA 98815

Ph (509) 782-3513 Fax (509) 782-2840

Website [www.cityofcashmere.org](http://www.cityofcashmere.org)

CASHMERE CITY COUNCIL MEETING  
MONDAY, FEBRUARY 9, 2015 6:00 P.M., CITY HALL

### **AGENDA**

#### CALL TO ORDER

#### FLAG SALUTE

#### EXCUSED ABSENCE

#### ANNOUNCEMENTS & INFORMATION

- January Financial Reports are on the city website

#### PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

#### APPROVAL OF AGENDA

#### CONSENT AGENDA

1. Minutes of January 26, 2015 Regular Council Meeting
2. Payroll and Claims Packet Dated February 9, 2015
3. Confirming the appointment of Wendy Riddle to the Cashmere Planning Commission

#### BUSINESS ITEMS

1. Joint City Council and Planning Commission Meeting
2. Review of 2014 activities at the Town Toyota Center - General Manager Mark Miller
3. Ordinance No. 1239 amending the 2015 Budget
4. Ordinance No. 1240 providing for the annexation of the Keife property
5. Transportation Improvement Board agreement for engineering design services for Aplets Way
6. Acceptance of Phase 1 of the Cashmere Wastewater Treatment Facility project
7. Utility Reimbursement agreement between the City and the Port of Chelan County
8. 2015 Agreement for emergency services between City and Chelan County
9. Selection of Pacific Coast Memorials, Inc for Cashmere Cemetery Niche Columbarium project
10. Discussion of comments received during the Public Forum

#### PROGRESS REPORTS

#### ADJOURNMENT

TO ADDRESS THE COUNCIL, PLEASE BE RECOGNIZED BY THE MAYOR AND STATE YOUR NAME WHEN YOU BEGIN YOUR COMMENTS  
**Americans with Disabilities Act (ADA) accommodations provided upon request (48-hour notice required)**

The City of Cashmere is an equal opportunity provider and employer.

To file a complaint of discrimination, write USDA, Director, Office of Civil rights, 1400 Independence Avenue SW, Washington, D.C.  
20250-9410 or call (800) 795-3272 (voice) or (202)720-6382 (TDD).

**MINUTES OF THE CASHMERE CITY COUNCIL MEETING  
MONDAY, JANUARY 26, 2015 AT CASHMERE CITY HALL**

OPENING

Mayor Jeff Gomes opened the regular city council meeting at 6:00 p.m. at City Hall. Clerk-Treasurer Kay Jones took minutes.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jeff Gomes	
Council:	Skip Moore Jim Fletcher Dave Erickson Bob Abramoski David Sherman	
Staff:	Bob Schmidt, Director of Operations Kay Jones, Clerk-Treasurer Mark Botello, Planning/Building	Chuck Zimmerman, City Attorney

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

Mayor Gomes announced that RH2 Engineering was awarded the American Council of Engineering Companies Silver Award for social, economic and sustainable design considerations for the Cashmere Wastewater Treatment Facility Upgrade. The competition was statewide.

The Mayor announced that on February 6<sup>th</sup> he will be attending the Flood Control Zone meeting to discuss the interim operating guidelines. Also, this coming Thursday he will be meeting with the Secretary of Transportation to discuss the Goodwin Bridge.

Mayor Gomes stated that Senate Bill 5491 has been drafted and will hopefully solve the issues regarding the Water Work Group.

Director Botello stated there is a position open on the Planning Commission. He has received an application from Wendy Riddle.

Botello stated that he and the Mayor will be meeting with DOT to discuss the procedures to obtain rights-of-way for the Aplets Way project.

Botello reported that City Attorney Chuck Zimmerman made amendments to the Port's Reimbursement Agreement and now the Port is reviewing those amendments.

PUBLIC COMMENT

No public present.

APPROVAL OF AGENDA

MOVED by Councilor Fletcher and seconded by Councilor Sherman to approve the agenda as presented. Motion carried.

CONSENT AGENDA

Minutes of January 12, 2015 Regular Council Meeting

Payroll and Claims Packet Dated December 2014 – Year End

Claim Check Nos. EFT 12/2014 and 35300 - 35309 totaling \$270,511.37

Payroll and Claims Packet Dated January 26, 2015

Claim Check Nos. 35310 - 35357 totaling \$157,822.60

MOVED by Councilor Erickson and seconded by Councilor Moore to approve the items on the consent agenda. Motion carried.

SELECTION OF FITZPATRICK SURVEYING FOR GENERAL MUNICIPAL SURVEYING SERVICES

The City published a request for municipal engineering & surveying services for 2015. Fitzpatrick Surveying, Inc is the only surveying firm that submitted a statement of qualifications.

MOVED by Councilor Fletcher and seconded by Councilor Erickson to select Fitzpatrick Surveying, Inc for general municipal surveying services for 2015. Motion carried.

SELECTION OF RH2 ENGINEERING, INC. FOR GENERAL MUNICIPAL ENGINEERING SERVICES

The City published a request for municipal engineering & surveying services for 2015. RH2 Engineering, Inc is the only engineering firm that submitted a statement of qualifications.

MOVED by Councilor Fletcher and seconded by Councilor Sherman to select RH2 Engineering, Inc for general municipal engineering services for 2015. Motion carried.

INCREASE IN EMERGENCY MANAGEMENT SERVICES

Mayor Gomes reported to the Council that he and the mayors from the Cities of Chelan, Entiat and Leavenworth met with Sheriff Burnett to discuss the increase in the Emergency Management Plan.

The four cities have paid a per capita rate of \$2.25 in 2013 and 2014. The proposed increase for 2015 is \$2.72 per capita. The annual cost for the City of Cashmere would be \$8,187.20, which is an annual increase of \$1,414.70.

Sheriff Burnett explained to the mayors that the Emergency Management budget has not increased, but the Homeland Security and State Emergency Management grants have been cut in half.

The council discussed the benefits received from contracting with Chelan County for emergency management services.

PUBLIC FORUM DISCUSSION

Mayor Gomes and the Council discussed the setup for the forum, timeline for the presentations and appointed council and staff members to four tables.

PROGRESS REPORTS

Councilor Fletcher suggested that the city make an effort to inform or remind the citizens that they are responsible for shoveling the snow off the sidewalks in front of their property.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 6:52 p.m.

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Jeff Gomes, Mayor

Attest:

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Kay Jones, Clerk-Treasurer



# Staff Summary

**Date:** February 9, 2015

**To:** Cashmere City Council  
Mayor Gomes

**From:** Mark Botello

**RE:** Appointment Wendy Riddle to Planning Commission

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The City of Cashmere published in the Cashmere Valley Record and the Wenatchee World an ad for a Planning Commissioner. This position will complete Shawn Fitzpatrick's position, which expires end of 2015. The City received the following interest:

- Kate Terrell (225 S. Division Street, Cashmere)
- Wendy Riddle (125 Mission Creek Rd, Cashmere)
- Nate Fitzpatrick (411 Aplets Way, Cashmere)
- Brian Maydole (6320 Flowery Divide, Cashmere)
- David Reinholz (250 Kennedy Road, Cashmere)

Mayor Gomes and I discussed the candidates and will appoint Wendy Riddle to the Cashmere Planning Commission. Wendy is the Pastor at the Cashmere Methodist Church on Division Street. At the last meeting I provided a copy of her Planning Commission application.

This action item is placed on the Cashmere Council consent agenda, so approval of the Council consent agenda; confirms Cashmere Council's approval of Wendy Riddle to the Cashmere Planning Commission.

# Staff Summary

**Date:** February 9, 2015

**To:** Cashmere City Council  
Mayor Gomes

**From:** Mark Botello

**RE:** Planning Commission and Cashmere Council Meeting

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On behalf of the Planning Commissioners, we look forward to meeting with Council, on Monday, February 9, 2015 at 6:00 p.m. to review the proposed "Planning Work Program" and discuss other items as appropriate.

In 2014 the Commission completed a number of projects, which the Council considered and adopted. The Commissioners final 2014 work schedule included the following:

- Updates to Cashmere's Title-16 Subdivision Code.
- Zoning Map amendments & Comprehensive Plan Land Use Map amendments:
  - Douglas Fehrer (Quality Welding located on Sunset Highway).
  - Quality Land Management (Quality Welding located on Sunset Highway).
  - Jeanette Petersen (213 Pioneer Ave)

The 2015 proposed Planning Commission program may include the following, subject to Cashmere Council final approval:

- Update Cashmere Design Standards
- Update City of Cashmere Parks & Recreation Plan
  - Parks Plan needs updated to stay eligible for various park grants
- Update Cashmere's Transportation Plan
  - Include results for the "Cashmere Area Transportation Study"
- Discussion of downtown Cashmere design standards
  - May apply to Properties within Downtown Zoning District (DB).
  - Work with Cashmere Chamber
  - Hold meetings with Businesses to discuss standards

Prior to the joint Planning Commission & Cashmere Council meeting please take some time to think of projects you would like the Planning Commissioners and staff to work on for 2015.

Cashmere Planning Commissioners meet the first Monday of each month from 5:00 to 7:00 p.m. at Cashmere City Hall.

Planning Commissioners are Dick Ryan, Christopher Carlson, Rick Shorett, Ann Snyder, Jared Novak, John Torrence and 1 open position.

**Recommendation:**

Approval of Planning Commissioners work program

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# Staff Summary

**Date:** February 4, 2015  
**To:** Cashmere City Council  
**From:** Mayor Jeff Gomes  
**RE:** Ordinance No. 1239, Salary Schedule

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Since the creation of the three department head positions, Director of Planning and Building, Director of Operations, and Clerk-Treasurer, there has been a disparity in the salaries of these positions. It is necessary to align the salaries of these positions to reflect their equal importance and responsibility and make clear that they each report directly to the mayor.

## ORDINANCE NO. 1239

AN ORDINANCE OF THE CITY OF CASHMERE, WASHINGTON, AMENDING ORDINANCE NO. 1237, AMENDING THE 2015 BUDGET, AMENDING THE SALARY SCHEDULE, AND SETTING AN EFFECTIVE DATE.

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WHEREAS, the City Council of the City of Cashmere finds that it is necessary and in the best interest of the City to amend certain fund appropriations authorized by the 2015 budget, to provide for additional revenues and expenditures not identified at the time of adoption of the original budget and to include salary schedule amendments;

NOW, THEREFORE, the City Council of the City of Cashmere, Washington, do ordain as follows:

**Section 1.** **Amendment of Total Fund Appropriations.** The 2015 total fund appropriations, Exhibit "A" to Ordinance No. 1237, is hereby amended as set forth in Exhibit "A" attached to this Ordinance.

**Section 2.** **Amendment of Salary Schedule.** The 2015 Salary Schedule, Exhibit "B" to Ordinance No. 1237, is hereby amended as set forth in Exhibit "B" to this Ordinance.

**Section 3.** **Budget Amendment.** The 2015 City of Cashmere Budget is amended as set forth in Exhibit "C" to this Ordinance.

**Section 4.** Except as amended by this Ordinance, Ordinance No. 1237 of the City of Cashmere and the 2015 budget of the City shall remain in full force and effect.

**Section 5.** This Ordinance shall take effect and be in full force five (5) days after this Ordinance or a summary thereof consisting of the title is published.

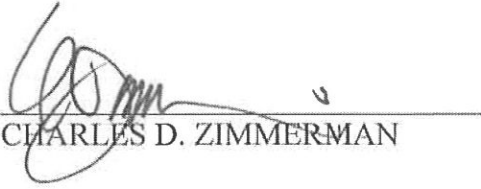
APPROVED:

\_\_\_\_\_  
JEFF GOMES, MAYOR

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
KAY JONES, CITY CLERK

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

BY:   
\_\_\_\_\_  
CHARLES D. ZIMMERMAN

FILED WITH THE CITY CLERK	:	<u>2/2/2015</u>
PASSED BY THE CITY COUNCIL	:	_____
PUBLISHED	:	_____
EFFECTIVE DATE	:	_____
ORDINANCE NO.	:	_____

**EXHIBIT A**  
Ordinance No. 1239

**Total Estimated Revenues and Appropriations by Fund  
2015 Budget**

<b>Fund Name</b>	<b>Beginning Balance</b>	<b>Estimated Revenues</b>	<b>Budgeted Appropriations</b>	<b>Ending Balance</b>
001 General Government Fund	1,246,654	974,212	1,105,625	1,115,241
003 Public Works Fund	963,643	1,185,097	1,174,000	974,740
108 Lodging Tax Fund	0	5,000	5,000	0
302 Capital Improvement Fund	559,620	812,280	759,505	612,395
401 Water/Wastewater Fund	1,246,291	3,023,100	3,439,626	829,765
402 WW Construction Account	290,116	1,532,000	1,532,000	290,116
406 Sanitation Fund	514,050	549,360	526,635	536,775
411 Water Capital Fund	472,826	202,500	433,300	242,026
412 Wastewater Capital Fund	1,124,251	417,924	187,700	1,354,475
426 Jr. Lien Pretrt Bond, 2011	1,015,351	582,378	538,438	1,059,291
427 2013 Revenue Bonds, R1	0	434,170	394,700	39,470
428 2013 Revenue Bonds, R2	0	249,810	227,100	22,710
501 Equipment Rental Fund	918,783	293,933	188,367	1,024,349
702 Cemetery Endowment Fund	204,858	5,150	0	210,008
<b>TOTAL ALL FUNDS</b>	<b>8,556,443</b>	<b>10,266,914</b>	<b>10,511,996</b>	<b>8,311,361</b>
		18,823,357	18,823,357	



**EXHIBIT B**  
Ordinance No. 1239

**CITY OF CASHMERE**  
**2015 SALARY SCHEDULE**

<b>POSITION</b>	<b>Hourly Wage Step Levels</b>	<b>Monthly Salary</b>	<b>Annual Salary</b>
<b>Executive &amp; Legislative</b>			
Mayor		600.00	
5 - Councilmembers		100.00	
<b>Exempt</b>			
Director of Operations		5,561.03	
City Clerk-Treasurer		5,561.03	
Director of Planning/Building		5,561.03	
<b>Office/Admin</b>			
3 - Office Staff: Steps A - E	13.35 - 20.26		
<b>Public Works Department</b>			
Public Works Foreman: Step F	23.64		
5 - Public Works Crewman: Steps A - E	13.55 - 20.56		
<b>Water/Wasterwater Department</b>			
Water/Wastewater Foreman - F	26.24		
5 - Water/WW Crewman: Steps A - E	14.64 - 22.82		
<b>City Pool</b>			
Pool Manager	12.32 - 14.32		
30 (+/-) Pool Employees	9.47 - 11.23		
<b>Seasonal/Temporary Employees</b>			
	12.00		
<b>Fire Department</b>			
Fire Chief		515.00	
Assistant Chief			2,400.00
Deputy Chief			1,081.50
Deputy Chief			1,081.50
<b>Fire Deparment Stipen - \$10.00 per call - city calls only (CMC 2.56.070)</b>			
<b>EMT Nightshift Stipen - \$5.00 per night - max 2 people per night (CMC 2.56.070)</b>			

Above wages do not include longevity

Above hourly/base wages may be increased during the year due to step and/or longevity increases according to the Collective Bargaining Agreement.

Pool Employee wages are determined by the number of years of service for the City and certifications they hold.

**EXHIBIT C**  
Ordinance No. 1239

FUND NAME	ORIGINAL BUDGET	AMENDED BUDGET	DIFFERENCE +/-
<b><u>001 GENERAL GOVERNMENT FUND</u></b>			
<b><u>Revenues</u></b>			
Beginning Fund Balance	1,159,054	1,246,654	<b>87,600</b>
<b><u>Expenditures</u></b>			
Ending Fund Balance	1,033,914	1,115,241	<b>81,327</b>
Clerk-Treasurer Wages	18,482	20,020	1,538
Clerk-Treasurer Benefits	7,070	7,347	277
Planning Director Wages	24,174	26,693	2,519
Planning Director Benefits	9,343	9,796	453
Building Director Wages	12,087	13,346	1,259
Building Director Benefits	4,671	4,898	227
			<b>87,600</b>
<b><u>003 PUBLIC WORKS FUND</u></b>			
<b><u>Revenues</u></b>			
Beginning Fund Balance	875,766	963,643	<b>87,877</b>
<b><u>Expenditures</u></b>			
Ending Fund Balance	890,180	974,740	<b>84,560</b>
PW Management Wages	33,224	36,035	2,811
PW Management Benefits	12,926	13,432	506
			<b>87,877</b>
<b><u>302 CAPITAL IMPROVEMENT FUND</u></b>			
<b><u>Revenues</u></b>			
Beginning Fund Balance	650,064	559,620	<b>-90,444</b>
<b><u>Expenditures</u></b>			
Ending Fund Balance	702,839	612,395	<b>-90,444</b>
<b><u>401 WATER/WASTEWATER FUND</u></b>			
<b><u>Revenues</u></b>			
Beginning Fund Balance	1,212,166	1,246,291	<b>34,125</b>
<b><u>Expenditures</u></b>			
Ending Fund Balance	798,498	829,765	<b>31,267</b>
WA Management Wages	15,600	16,683	1,083
WA Management Benefits	6,100	6,295	195
WW Management Wages	72,066	73,405	1,339
WW Management Benefits	29,638	29,879	241
			<b>34,125</b>
<b><u>402 WW CONSTRUCTION ACCOUNT FUND</u></b>			
<b><u>Revenues</u></b>			
Beginning Fund Balance	600,280	290,116	<b>-310,164</b>
<b><u>Expenditures</u></b>			
Ending Fund Balance	600,280	290,116	<b>-310,164</b>

<b>FUND NAME</b>	<b>ORIGINAL BUDGET</b>	<b>AMENDED BUDGET</b>	<b>DIFFERENCE +/-</b>
<b><u>406 SANITATION FUND</u></b>			
<b><u>Revenues</u></b>			
<i>Beginning Fund Balance</i>	522,117	514,050	<b>-8,067</b>
<b><u>Expenditures</u></b>			
<i>Ending Fund Balance</i>	545,748	536,775	<b>-8,973</b>
SN Management Wages	10,576	11,344	768
SN Management Benefits	4,094	4,232	138
			<b>-8,067</b>
<b><u>411 WA CAPITAL FUND</u></b>			
<b><u>Revenues</u></b>			
<i>Beginning Fund Balance</i>	349,949	472,826	<b>122,877</b>
<b><u>Expenditures</u></b>			
<i>Ending Fund Balance</i>	119,149	242,026	<b>122,877</b>
<b><u>412 WW CAPITAL FUND</u></b>			
<b><u>Revenues</u></b>			
<i>Beginning Fund Balance</i>	831,155	1,124,251	<b>293,096</b>
<b><u>Expenditures</u></b>			
<i>Ending Fund Balance</i>	1,061,379	1,354,475	<b>293,096</b>
<b><u>501 EQUIPMENT RENTAL FUND</u></b>			
<b><u>Revenues</u></b>			
<i>Beginning Fund Balance</i>	795,701	918,783	<b>123,082</b>
<b><u>Expenditures</u></b>			
<i>Ending Fund Balance</i>	901,388	1,024,349	<b>122,961</b>
EQ Management Wages	2,567	2,669	102
EQ Management Benefits	1,030	1,049	19
			<b>123,082</b>
<b><u>702 CEMETERY ENDOWMENT FUND</u></b>			
<b><u>Revenues</u></b>			
<i>Beginning Fund Balance</i>	204,500	204,858	<b>358</b>
<b><u>Expenditures</u></b>			
<i>Ending Fund Balance</i>	209,650	210,008	<b>358</b>

# Staff Summary

**Date:** February 9, 2015  
**To:** Cashmere City Council  
Mayor Gomes  
**From:** Mark Botello  
**RE:** Ordinance No 1240 Keife Annexation

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Please see attached Ordinance No. 1240 Keife Annexation, which subject property is located at 5755 Sunset Highway, also identified by Chelan County Assessor's parcel number 23-19-05-120-150.

Cashmere Council met with the initiating parties at the regular open public City Council meeting on November 24, 2014 and determined that they would accept the proposed annexation.

On December 11, 2014 the City received Chelan County Assessor's "certificate" that the persons whose signatures appear on the attached annexation petition are the owners of at least 60% of the assessed valuation of the property sought to be annexed into the City Limits.

Pursuant to RCW 35.13, the Cashmere Council held a public hearing on January 12, 2015 on the petition proposal for annexation into the incorporated City Limits of Cashmere.

**Recommendation:**

Approve Ordinance No. 1240 Keife Annexation and authorizing Mayor Gomes to sign ordinance.

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## ORDINANCE NO. 1240

**AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN REAL PROPERTY COMMONLY KNOWN AS THE KEIFE PROPERTY TO THE CITY PURSUANT TO THE PETITION METHOD, SAID ANNEXATION BEING LEGALLY DESCRIBED AS SET FORTH IN EXHIBIT "A" TO THIS ORDINANCE, AND GENERALLY DEPICTED IN THE SURVEY MAP AS SET FORTH IN EXHIBIT "B" TO THIS ORDINANCE; DESIGNATING THE ZONING OF THE ANNEXATION AREA; APPROVING THE TITLE OF THE ORDINANCE; CONTAINING A SEVERABILITY PROVISION; AND PROVIDING AN EFFECTIVE DATE.**

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**WHEREAS**, Petitioners, being the owners as defined in RCW 35A.01.040, of not less than ten percent (10%) in value, according to the assessed valuation of the property for which annexation is petitioned, prior to initiation of the petition, notified the City Council of petitioners' intention to commence annexation proceedings for the area commonly known as the Keife annexation to the City of Cashmere (City); and

**WHEREAS**, the City Council met with said initiating owners on Monday, November 24, 2014 and determined by Council action that the City would accept the proposed annexation providing that existing City indebtedness shall be assumed by the area to be annexed and further providing that the City's Comprehensive Plan shall be deemed to apply to the area upon such annexation; and

**WHEREAS**, a sufficient petition for annexation was subsequently filed with the City Council pursuant to RCW 35A.14.120, signed by the owner of not less than 60 percent in value, according to the assessed valuation for general taxation, of the property for which annexation is petitioned, seeking annexation to the City of approximately 1.32 acres as legally described in Exhibit "A"; and

**WHEREAS**, pursuant to RCW 35A.14.130, the City fixed Monday, January 12, 2015, at the hour of 6:00 p.m. as the date and time for a public hearing on said proposed annexation and caused notice of such hearing to be published and posted in accordance with the law, and the hearing having been held on that date and all interested parties appearing at said hearing and desiring to be heard in regard to the proposed annexation having been heard by the Council; now therefore,

**The City Council of the City of Cashmere, Washington do ordain as follows:**

**Section 1. Annexation.** The real property commonly known as the Keife Annexation in Chelan County, Washington described below, contiguous to the City of Cashmere, Washington, and within the City of Cashmere Urban Growth Boundary, is hereby annexed to and incorporated in the city limits of the City of Cashmere, Washington, on the terms and conditions set forth in this ordinance.

The real property annexed by this ordinance is legally described on the attached Exhibit "A" and generally depicted in the survey map on the attached Exhibit "B" incorporated herein by this reference.



**Section 2. Zoning.** Zoning of the annexation area shall be Multi-Family (MF), the zoning depicted for the annexation in the "Map of the Cashmere Zoning Ordinance". The City Clerk/Treasurer is directed to insert this zoning for the annexation area on the "Map of the Cashmere Zoning Ordinance" when this Ordinance becomes effective.

**Section 3. Comprehensive Plan.** The annexed real property shall be subject to the Comprehensive Land Use Plan adopted heretofore by the City of Cashmere, Washington. The annexed real property is hereby zoned in accordance with the Comprehensive Plan as Multi-Family (MF), as set forth in the City of Comprehensive Plan Land Use Designation Map.

**Section 4. Taxation.** The annexed real property described herein shall be assessed and taxed at the same rate and on the same basis as other properties in the City of Cashmere, Washington to pay for all or any portion of the outstanding indebtedness of the City of Cashmere, approved by the voters, contracted or incurred prior to or existing at the date of annexation.

**Section 5. Summary.** The title of this Ordinance is hereby approved as a summary of this Ordinance.

**Section 6. Publication.** The City Clerk/Treasurer is hereby directed to cause a summary of this Ordinance to be published in a newspaper of general circulation in the City and the City's official newspaper. The City Clerk/Treasurer is further directed to file certified copies of this ordinance with the Board of Commissioners for Chelan County, Chelan County Auditor and Chelan County Assessor.

**Section 7. Severability.** If any section, sentence clause or phrase of this Ordinance shall be held invalid or unconstitutional by court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence clause or phrase of this ordinance.

**Section 8. Effective Date.** This ordinance shall take effect and be in full force five (5) days after the ordinance or a summary thereof consisting of the title is published.

Passed by the City Council of the City of Cashmere and approved by the Mayor at a regular open public meeting this 9<sup>th</sup> day of February, 2015.

CITY OF CASHMERE

By: \_\_\_\_\_  
Jeff Gomes, Mayor

Attest:

\_\_\_\_\_  
Kay Jones, City Clerk-Treasurer



Approved as to form:

By: \_\_\_\_\_  
Charles D. Zimmerman, City Attorney

Passed by the City Council: February 9, 2015  
Published in the Cashmere Valley Record: February 18, 2015  
Effective date: February 23, 2015  
Ordinance No: 1240

SUMMARY OF ORDINANCE NO. 1240  
of the City of Cashmere, Washington

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On the 9<sup>th</sup> day of February, 2015, the City Council of the City of Cashmere, Washington, passed Ordinance No.1240. A summary of the content of said Ordinance, consisting of the title, provides as follows:

**AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN REAL PROPERTY COMMONLY KNOWN AS THE KEIFE PROPERTY TO THE CITY PURSUANT TO THE PETITION METHOD, SAID ANNEXATION BEING LEGALLY DESCRIBED AS SET FORTH IN EXHIBIT "A" TO THIS ORDINANCE, AND GENERALLY DEPICTED IN THE SURVEY MAP AS SET FORTH IN EXHIBIT "B" TO THIS ORDINANCE; DESIGNATING THE ZONING OF THE ANNEXATION AREA; APPROVING THE TITLE OF THE ORDINANCE; CONTAINING A SEVERABILITY PROVISION; AND PROVIDING AN EFFECTIVE DATE.**

The full text of this Ordinance will be mailed upon request.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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Kay Jones, City Clerk-Treasurer

## Exhibit "A"

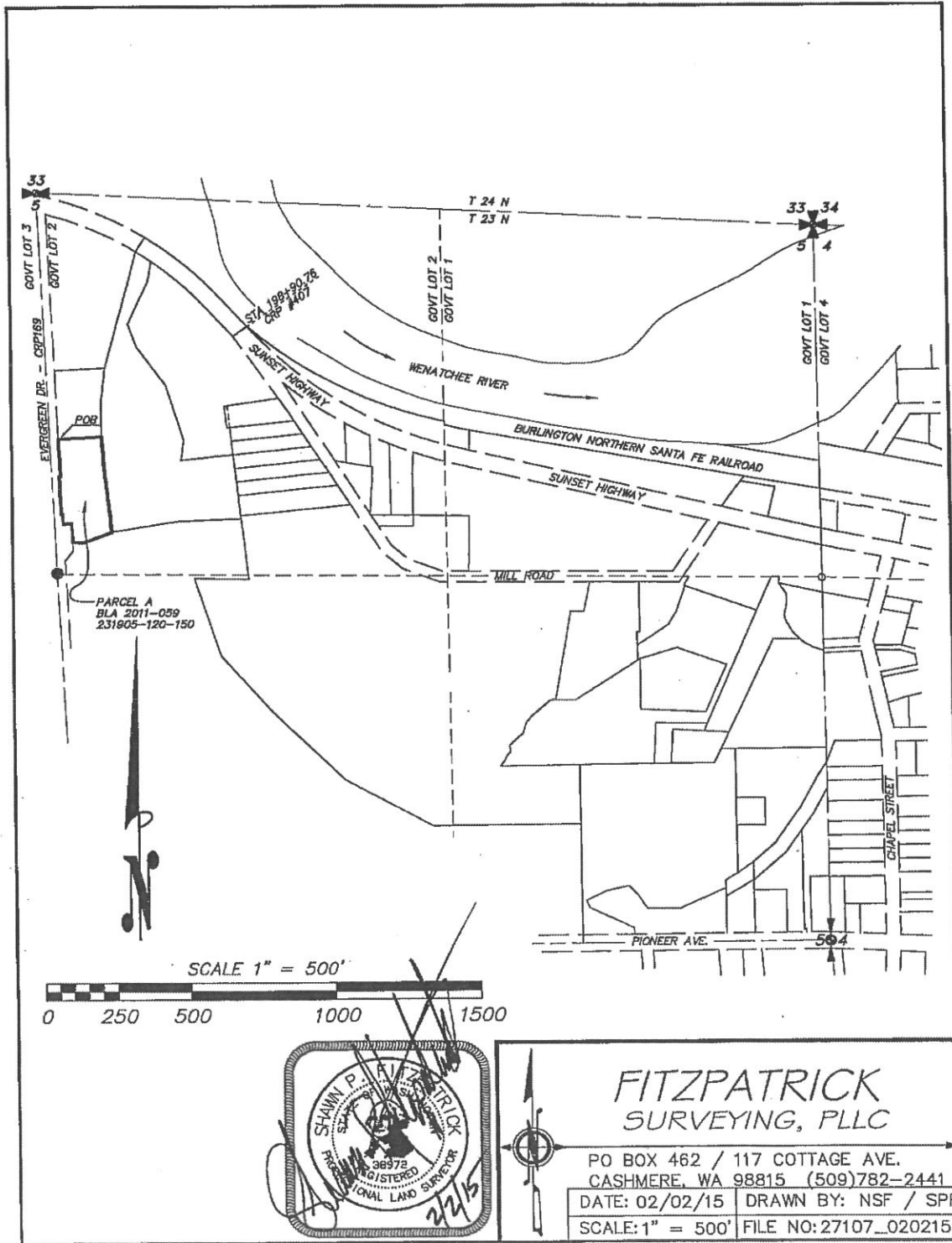
A portion of Lot 1, Short Plat No. 2009-066, Chelan County, Washington, according to the plat thereof recorded under Auditor's File No.2325380, being Parcel A, Boundary Line Adjustment No. 2011-059, recorded AFN 2340760, described as follows:

Commencing at the northwest corner of Government Lot 2, Section 5, Township 23 North, Range 19 East of the Willamette Meridian, a 2-1/2" brass cap on a 1 inch iron pipe, from which the southwest corner of said Government Lot 2, a 5/8" rebar in monument case bears S 02°32'26" E a distance of 1,380.66 feet, thence S 02°32'26" E along the West line of Said Government Lot 2 a distance of 888.54 feet; thence N 87°27'34" E a distance of 30.00 feet to the northwest corner of said Lot 1, Short Plat No. 2009-066, and the True Point of Beginning of this description; thence N 87°27'34"E along the north line of said Lot 1 a distance of 151.35 feet to the West line of Parcel B, Boundary Line Adjustment No. 2011-059, recorded AFN 2340760; thence S 03°09'10" E along said West line Parcel B a distance of 115.54 feet; thence continuing along said West line Parcel B, S 06°03'14" E a distance of 171.25 feet; thence continuing along said West line Parcel B, S 04°38'34" E a distance of 64.98 feet to the Southwest corner said Parcel B; thence leaving said West line S 69°09'14" W along the Southerly Line Parcel A, Boundary Line Adjustment No. 2011-059, recorded AFN 2340760 a distance of 103.10 feet; thence continuing along said Southerly line Parcel A, N 88°31'30" W a distance of 37.68 feet to the East right of way line Evergreen Drive, CRP 169; thence along the East right of way line Evergreen Drive the following courses, N 02°32'26" W a distance of 69.69 feet; thence S 87°27'34" W a distance of 30.00 feet; thence N 02°32'26" W a distance of 35.00 feet; thence S 87°27'34" W a distance of 5.00 feet; thence N 02°32'26" W a distance of 140.00 feet; thence N 87°27'34" E a distance of 5.00 feet; thence N 02°32'26" W a distance of 136.46 feet to the Point of Beginning.

Area = 1.32 acres.



# Exhibit "B"



**FITZPATRICK  
SURVEYING, PLLC**

PO BOX 462 / 117 COTTAGE AVE.  
 CASHMERE, WA 98815 (509)782-2441  
 DATE: 02/02/15 DRAWN BY: NSF / SPF  
 SCALE: 1" = 500' FILE NO: 27107\_020215



# Staff Summary

**Date:** February 9, 2015  
**To:** Cashmere City Council  
Mayor Gomes  
**From:** Mark Botello  
**RE:** **Transportation Improvement Board Consultant Agreement for Engineering Design Services for Aplets Way Project**

---

At the January 12, 2015 Cashmere Council meeting, Council approved WSDOT's Supplemental Agreement for the Aplets Way Improvement project, subject to WSDOT final approval. Since the January 12, 2015 Council meeting WSDOT recommended that the WSDOT and TIB consultant agreements be separated. The consultant agreement will be this design engineering agreement and future construction inspection services agreement. However, the construction contractor contract will be combined.

The Aplets Way improvement project consists of the following funds:

- \$333,600 in Federal Surface Transportation (STP)
- \$350,000 in Washington State Transportation Improvement Board (TIB)
- \$115,000 City match funds
- Total project cost: \$798,600

Staff will go over this in more detail at the Council meeting.

**Recommendation:**

Approve Transportation Improvement Boards Consultant Agreement for Aplets Way Improvement project and authorize Mayor Gomes to sign Agreement.

---



# Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER 6-E-847(008)-1	PROJECT PHASE (check one) <input checked="" type="checkbox"/> Design <input type="checkbox"/> Construction
PROJECT TITLE & WORK DESCRIPTION Aplets Way Improvements	
CONSULTANT NAME & ADDRESS RH2 Engineering, Inc., 300 Simon Street NE, Suite 5, East Wenatchee, Washington 98802	
<b>AGREEMENT TYPE (check one)</b>	
<input type="checkbox"/> LUMP SUM \$ _____ <input type="checkbox"/> COST PLUS FIXED FEE <div style="display: flex; justify-content: space-between;"> <div>OVERHEAD COST METHOD</div> <div>OVERHEAD PROGRESS PAYMENT RATE _____ %</div> </div> <div style="display: flex; justify-content: space-between;"> <div>FIXED FEE \$ _____</div> <div> <input type="checkbox"/> Actual Cost  <input type="checkbox"/> Actual Cost Not To Exceed _____ %  <input type="checkbox"/> Fixed Rate _____ %         </div> </div> <input checked="" type="checkbox"/> SPECIFIC RATES OF PAY <input type="checkbox"/> COST PER UNIT WORK <div style="display: flex; justify-content: space-between;"> <div></div> <div> <input checked="" type="checkbox"/> Negotiated Hourly Rate  <input type="checkbox"/> Provisional Hourly Rate         </div> </div>	
DBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	WBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %
COMPLETION DATE 6/30/2016	MAXIMUM AMOUNT PAYABLE \$72,400.25

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, between the City of Cashmere, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Urban Arterial Trust Account funds, Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; and

WHEREAS, the AGENCY 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 for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance 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 work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

## II SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit B attached hereto, and by this reference made a part of this AGREEMENT.





**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 or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, 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 number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are 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 PROJECT, shall be without liability of legal exposure to the CONSULTANT.

**IV  
TIME FOR BEGINNING AND COMPLETION**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under 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 or 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**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

**VI  
SUBCONTRACTING**

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

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

**VII  
EMPLOYMENT**

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the 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 or might arise under any Worker'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 CONSULTANTs 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 the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

**VIII  
NONDISCRIMINATION**

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. COMPLIANCE WITH REGULATIONS: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in



Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.

Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

**IX  
TERMINATION OF AGREEMENT**

- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
  1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
  2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work 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 work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work 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 the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work 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 work 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 complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work 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 XIV.

**XI  
 DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination 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 the scope of judicial review provided under Washington Case Law.

**XII  
 VENUE, APPLICABLE LAW AND  
 PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall 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 the AGENCY is located in.

**XIII  
 LEGAL RELATIONS AND INSURANCE**

The CONSULTANT 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 interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their 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 the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against 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 CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of 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 the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

**Insurance Coverage**

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. 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 14 days of the execution of this AGREEMENT to the AGENCY. 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 shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

**XIV  
 EXTRA WORK**

A. The AGENCY may at any time, by written order, make changes within the general scope of the 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 work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the 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 the AGREEMENT accordingly.
- C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 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 proposal submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and condition 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.

**XV  
ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI  
TIB AND AGENCY REVIEW**

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

**XVII  
CERTIFICATION OF THE  
CONSULTANT AND THE AGENCY**

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

**XVIII  
COMPLETE AGREEMENT**

This document and referenced attachments contains 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 an amendment to this AGREEMENT.

**XIX  
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 agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

---

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By \_\_\_\_\_ By \_\_\_\_\_

Consultant   RH2 Engineering, Inc.,   City/County of   City of Cashmere



### EXHIBIT A-1 Certification of Consultant

Project No. 6-E-847(008)-1	City/County City of Cashmere
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I hereby certify that I am Randy L. Asplund a duly authorized representative of the firm of RH2 Engineering, Inc., whose address is 300 Simon Street SE, Suite 5, East Wenatchee, WA 98802 and that neither I nor the above firm I here represent has:

- (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 contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (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 the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_ Date

\_\_\_\_\_ Signature

### Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City/County of \_\_\_\_\_, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_ Date

\_\_\_\_\_ Signature



**EXHIBIT B-1**  
**Scope of Work**  
**City of Cashmere**  
**Aplets Way Improvements**

January 2015

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**Background**

This Scope of Work describes the tasks to be performed in providing engineering services for the design, plans, specifications, and bidding services for a traffic signal to be included in the Aplets Way Improvements project in Cashmere, Washington. RH2 Engineering, Inc., (RH2) will work with the City of Cashmere (City) to complete each of the following tasks:

Task 1 – Preliminary Design

Task 2 – Signal Design

Task 3 – Plans, Specifications, and Estimate

Task 4 – Services During Bidding

Task 5 – Services During Construction (as a future supplement)

**Task 1 – Preliminary Design**

**Objective:** Prepare channelization options for the intersection of Aplets Way and Cottage Avenue.

**Approach:**

- 1.1 Prepare up to three (3) options to consider for the intersection of Aplets Way and Cottage Avenue. The following exhibits will be evaluated:
  - Maintain existing intersection channelization;
  - Option to consider stopping west to southbound traffic; and
  - Roundabout.
- 1.2 Analyze traffic volumes with traffic analysis software.
- 1.3 Prepare summary of findings in a technical memorandum.
- 1.4 Update environmental documents to include signal system.
- 1.5 Attend council meeting to discuss options.

**RH2 Deliverables:**

- Preliminary design technical memorandum.
- Updated environmental documents.

**Assumptions:** *It is assumed that the City will provide all traffic data needed to analyze signal warrants, phasing, and signal timing.*

**Task 2 – Signal Design**

**Objective:** Prepare a signal design for the intersection of Aplets Way and Cottage Avenue.



**Approach:**

- 2.1 Prepare a design memorandum for Aplets Way and Cottage Avenue containing a description of existing conditions, design criteria, design assumptions, signal warrant analyses, and recommended improvements.
- 2.2 Develop the preliminary signal layout. The preliminary signal layout will include a plan-view showing curb returns, sidewalks, locations for each signal standard, mast arm lengths, approximate locations of junction boxes and conduit runs, and approximate locations for each vehicle display. Submit preliminary signal layout plans to City for review.
- 2.3 Design signal foundation. Conduct one (1) soil boring at the intersection of Aplets Way and Cottage Avenue to determine the lateral soil bearing pressure.
- 2.4 Prepare signal layout plans and details based upon City review comments, including:
  - Intersection signal plan;
  - Signal standard details;
  - Signal foundation details;
  - Cabinet foundation details; and
  - Wire termination plans.
- 2.5 Prepare signal timing report.
- 2.6 Prepare and update the signal cost estimate at the 30- and 70-percent design stages.

**RH2 Deliverables:**

- Signal design memorandum.
- Preliminary signal layout plans (two (2) half-size sets).
- Signal plans, to include signal layout, details, foundation, and wire termination plans (two (2) half-size sets).
- Signal timing report.
- Signal cost estimate at 30- and 70-percent design stages.

**Assumptions:** *It is assumed that the City will provide all traffic data needed to analyze signal warrants, phasing, and signal timing. The City will provide all necessary traffic control to obtain soil boring.*

**Task 3 – Plans, Specifications, and Estimate**

**Objective:** Incorporate the signal design into the Aplets Way plans, specifications, and a cost estimate to be used for bidding and constructing the project.

**Approach:**

- 3.1 Finalize signal plan sheet based on City review comments.
- 3.2 Finalize signal detail sheets, including signal foundations, cabinet foundations signal standards and mast arms, and wire termination plans.
- 3.3 Finalize detail sheets showing curb return modifications, stormwater system modifications, and crosswalk treatments.

- 3.4 Finalize the engineer's estimate for the signal system.
- 3.5 Prepare special provisions for the signal and incorporate them into the Aplets Way contract documents.
- 3.6 Perform internal Quality Assurance/Quality Control (QA/QC). Final plans will need to be approved by TIB prior to advertisement.

**Assumptions:** *This project is a signal project and is exempt from additional environmental reports and documentation other than the environmental classification summary (ECS) form. Washington State Department of Transportation (WSDOT) standard plans will be used for ramp construction.*

**RH2 Deliverables:**

- Final plans, specifications, and estimate.

### **Task 4 – Services During Bidding**

**Objective:** Assist with bidding project for award.

**Approach:**

- 4.1 Provide clarification and interpretation of bidders' questions to the City, as needed, during the advertisement period.
- 4.2 Prepare up to one (1) addendum if modifications to the contract documents are deemed warranted by the City and TIB during the advertisement period. An addendum will require TIB approval prior to distribution.

**Assumptions:** *The signal will be incorporated into the Aplets Way Overlay project for bidding.*

**RH2 Deliverables:**

- Up to one (1) addendum.

### **Task 5 – Services During Construction**

The final Scope of Work and budget for the construction phase will be negotiated at the end of the design phase. This Scope of Work may be supplemented to provide construction engineering and administration.

### **Project Schedule**

Bid ready plans and specification complete in the spring of 2015.

Construction completion is anticipated in the summer/fall of 2015.



## **EXHIBIT C-3** **Payment** **(Negotiated Hourly Rate)**

The CONSULTANT shall be paid by the AGENCY for completed work and services under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work.

### **1. Hourly Rates**

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 this reference made part of this AGREEMENT. The rates listed shall be applicable for the first 12-month period and shall be subject to negotiation for the following 12-month period upon request of the CONSULTANT or the AGENCY. The rates are inclusive of direct salaries, payroll additives, overhead, and fee.

In the event renegotiation of the hourly rates is conducted, the AGENCY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the renegotiation accordingly. Any changes in the CONSULTANT's fixed hourly rates may include salary or overhead adjustments.

### **2. Direct Nonsalary Costs**

Direct nonsalary 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 subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the PROJECT, shall be an itemized listing of the charges supported by the original bills, invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

### **3. Maximum Amount**

The maximum amount payable for completion of work under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. No minimum amount payable is guaranteed under this AGREEMENT. This does not include payment for extra work as stipulated in Section XIV, Extra Work.

### **4. Monthly Progress Payments**

Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibits D and E, including names and classifications of all employees, and invoices for all direct expenses.

### **5. Inspection of Cost Records**

The CONSULTANT and his/her subconsultants shall keep available for inspection by representatives of the AGENCY, and/or TIB, for a period of three years after 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 is started before the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The three-year period begins when the CONSULTANT receives final payment.

### **6. Final Payment**

Final payment of any balance due the CONSULTANT of the gross earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, 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 claims of any nature 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 rates and total price of the original contract and any additions or changes thereto shall be adjusted to exclude any significant sums by which the AGENCY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates or overhead rates, supplied to the AGENCY by the CONSULTANT.

**Exhibit D-2**  
**Consultant Fee Determination - Summary Sheet**  
**(Negotiated Hourly Rates of Pay)**  
**Fee Schedule**

Consultant:  
RH2 ENGINEERING, INC

Staff Classification	Negotiated DSC	Overhead Multiplier	Fee Multiplier	Negotiated Rate Per Hour
		172.66%	30%	
Professional IX	66.41	114.67	19.92	201.00
Professional VIII	66.41	114.67	19.92	201.00
Professional VII	63.44	109.53	19.03	192.00
Professional VI	59.47	102.69	17.84	180.00
Professional V	55.84	96.41	16.75	169.00
Professional IV	53.20	91.85	15.96	161.00
Professional III	49.89	86.14	14.97	151.00
Professional II	46.59	80.44	13.98	141.00
Professional I	43.61	75.30	13.08	132.00
Technician IV	43.28	74.73	12.98	131.00
Technician III	40.64	70.17	12.19	123.00
Technician II	30.40	52.48	9.12	92.00
Technician I	28.08	48.49	8.43	85.00
Administrative V	40.97	70.74	12.29	124.00
Administrative IV	33.70	58.19	10.11	102.00
Administrative III	28.41	49.06	8.52	86.00
Administrative II	23.79	41.07	7.14	72.00
Administrative I	20.49	35.37	6.15	62.00

In-House Copies	B/W - 8.5x11	\$	0.09	
In-House Copies	B/W - 8.5x14	\$	0.14	
In-House Copies	B/W - 11x17	\$	0.20	
In-House Copies	Color - 8.5x11	\$	0.90	
In-House Copies	Color - 8.5x14	\$	1.20	
In-House Copies	Color - 11x17	\$	2.00	
CAD Plots	Large	\$	25.00	
CAD Plots	Full	\$	10.00	
CAD Plots	Half	\$	2.50	
CAD System	Per Hour	\$	27.50	
GIS System	Per Hour	\$	27.50	
Mileage			\$0.575/mile	

Outside direct costs for permit fees, reports, maps, data, reprographics, couriers, postage, and non-mileage related travel expenses that are necessary for the execution of the project and are not specifically identified elsewhere in the contract will be billed at cost.

**EXHIBIT D-2 continued**

City of Cashmere  
Aplets Way Improvements

**Estimate of Time and Expense**

Description	Principal	Project Manager	Project Engineer	Staff Engineer	Engineering Technician	Materials Engineer	Permit Specialist	Total Hours	Total Labor	Subconsultant	Total Expense	Total Cost
	Professional IX	Professional VI	Professional III	Professional I	Technician I	Professional V	Professional II					
<b>Task 1 Preliminary Design</b>												
1.1 Prepare channelization options	-	4	4	8	-	-	-	16	\$2,380.00	\$0.00	\$347.25	\$2,727.25
1.2 Analyze traffic	-	6	20	-	-	-	-	26	\$4,100.00	\$0.00	\$17.25	\$4,117.25
1.3 Prepare technical memorandum	-	4	-	12	-	-	-	16	\$2,304.00	\$0.00	\$2.25	\$2,306.25
1.4 Update environmental documents	-	4	-	8	-	-	-	12	\$1,776.00	\$0.00	\$0.00	\$1,776.00
1.5 Attend council meeting	-	2	-	-	-	-	-	2	\$360.00	\$0.00	\$17.25	\$377.25
<b>Subtotal</b>	-	<b>20</b>	<b>24</b>	<b>28</b>	-	-	-	<b>72</b>	<b>\$10,920.00</b>	<b>\$0.00</b>	<b>\$384.00</b>	<b>\$11,304.00</b>
<b>Task 2 Signal Design</b>												
2.1 Prepare signal design memorandum	-	6	8	16	-	-	-	30	\$4,400.00	\$0.00	\$4.50	\$4,404.50
2.2 Prepare preliminary signal layout	-	12	18	-	-	-	8	38	\$6,006.00	\$2,745.00	\$481.00	\$9,232.00
2.3 Design signal foundation	-	2	12	-	-	8	-	22	\$3,524.00	\$0.00	\$347.25	\$3,871.25
2.4 Prepare signal layout plans	-	20	20	40	-	-	8	88	\$13,028.00	\$0.00	\$1,650.00	\$14,678.00
2.5 Prepare signal timing report	-	8	16	4	-	-	-	28	\$4,384.00	\$0.00	\$64.50	\$4,448.50
2.6 Prepare signal cost estimates	-	2	4	-	-	-	-	6	\$964.00	\$0.00	\$110.00	\$1,074.00
<b>Subtotal</b>	-	<b>50</b>	<b>78</b>	<b>60</b>	-	<b>8</b>	<b>16</b>	<b>212</b>	<b>\$32,306.00</b>	<b>\$2,745.00</b>	<b>\$2,657.25</b>	<b>\$37,708.25</b>
<b>Task 3 Plans, Specifications, and Estimate</b>												
3.1 Finalize signal plans	-	4	12	20	-	-	-	36	\$5,172.00	\$0.00	\$880.00	\$6,052.00
3.2 Finalize signal details	-	2	8	12	-	-	4	26	\$3,715.00	\$0.00	\$730.00	\$4,445.00
3.3 Finalize detail sheet	-	2	4	8	-	-	-	14	\$2,020.00	\$0.00	\$330.00	\$2,350.00
3.4 Finalize engineer's estimate	-	2	8	-	-	8	-	18	\$2,920.00	\$0.00	\$220.00	\$3,140.00
3.5 Prepare special provisions	-	6	8	-	4	-	-	18	\$2,628.00	\$0.00	\$9.00	\$2,637.00
3.6 Perform QA/QC	4	4	2	2	-	2	-	16	\$2,710.00	\$0.00	\$15.00	\$2,725.00
<b>Subtotal</b>	<b>4</b>	<b>20</b>	<b>42</b>	<b>42</b>	<b>4</b>	<b>10</b>	<b>6</b>	<b>128</b>	<b>\$19,166.00</b>	<b>\$0.00</b>	<b>\$2,184.00</b>	<b>\$21,350.00</b>
<b>Task 4 Services During Bidding</b>												
4.1 Respond to bidder questions	-	2	4	-	-	-	-	6	\$964.00	\$0.00	\$0.00	\$964.00
4.2 Prepare addendum	-	2	4	-	-	-	-	6	\$964.00	\$0.00	\$110.00	\$1,074.00
<b>Subtotal</b>	-	<b>4</b>	<b>8</b>	-	-	-	-	<b>12</b>	<b>\$1,928.00</b>	<b>\$0.00</b>	<b>\$110.00</b>	<b>\$2,038.00</b>
<b>Subtotal Aplets Way Improvements Tasks</b>	<b>4</b>	<b>94</b>	<b>152</b>	<b>130</b>	<b>4</b>	<b>18</b>	<b>22</b>	<b>424</b>	<b>\$64,320.00</b>	<b>\$2,745.00</b>	<b>\$5,335.25</b>	<b>\$72,400.25</b>
<b>PROJECT TOTAL</b>	<b>4</b>	<b>94</b>	<b>152</b>	<b>130</b>	<b>4</b>	<b>18</b>	<b>22</b>	<b>424</b>	<b>\$64,320.00</b>	<b>\$2,745.00</b>	<b>\$5,335.25</b>	<b>\$72,400.25</b>





**Washington State  
Department of Transportation**

Lynn Peterson  
Secretary of Transportation

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300  
360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

May 27, 2014

RH2 Engineering, Inc.  
22722 – 29<sup>th</sup> Drive SE  
Bothell, WA 98021

Subject: Approval of Provisional Rate

Dear Ms. Ricki Harbert:

We have approved your rates, (see attached email) effective May 27, 2014. These rates are on a provisional basis until either a successful completion of a FYE13 desk review by WSDOT Internal Audit or 180 days following the completion of your FYE14. These rates are approved for all WSDOT agreements (including Local Agency contracts).

We wish to thank RH2 Engineering, Inc. for their cooperation and assistance. If you have questions regarding this approval, please contact me at 360-705-7106.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Erik Jonson'.

Erik Jonson  
Manager, Consultant Services Office

EJ:kal  
Enclosure: Approved Rate Table

cc:

Exhibit E-1 continued

**Smith, Heidi M.**

---

**From:** Jonson, Erik  
**Sent:** Tuesday, May 27, 2014 3:13 PM  
**To:** Smith, Heidi M.  
**Cc:** Loranz, Karlene; WSDOT Consultant Rates  
**Subject:** FW: Provisional Rate

RH2 and WSDOT have agreed to a provisional indirect cost rate, per the email exchange below. Please process letter today if possible. Thanks.

---

**From:** Ricki Harbert [<mailto:raharbert@rh2.com>]  
**Sent:** Tuesday, May 27, 2014 12:44 PM  
**To:** Jonson, Erik  
**Subject:** RE: Provisional Rate

Hi Erik-

Thank you for your email and for speaking with me today. We agree that the provisional rate structure you've outlined below is what we'll use going forward until completion of the FYE2013 review or until 180 days following FYE2014. If there's anything else you need from RH2, please let me know.

Thanks again,  
Ricki

---

**From:** Jonson, Erik [<mailto:JonsonE@wsdot.wa.gov>]  
**Sent:** Tuesday, May 27, 2014 12:37 PM  
**To:** Ricki Harbert  
**Subject:** Provisional Rate

Hi Ricki,

Thanks for the phone call earlier. I am glad we have negotiated something mutually acceptable regarding your indirect cost rate.

Here is what I believe we have agreed to:

A provisional indirect cost rate of 172.66 that would be applicable to all WSDOT agreements (including Local Agency contracts) until either the successful completion of a FYE13 desk review by WSDOT Internal Audit or 180 days following the completion of your FYE14.

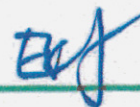
I would appreciate a return email acknowledging our agreement. Once I have that we will get the official written documentation out the door to you.

We hope this offer enables everyone to move forward - quickly! Please feel free to contact me with any questions or concerns.

Best Regards,

Erik

Approved by:



 Washington State  
Department of Transportation





**EXHIBIT F-1**  
**Payment Upon Termination of Agreement**  
**by the Agency Other than for Fault of the Consultant**  
(Refer to Agreement, Section IX)

**Lump Sum Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Cost Plus Fixed Fee Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

**Cost Per Unit of Work Contracts**

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.





## EXHIBIT G-1 Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

Construction Service Inspection – Geotechnical Exploration/Borings

Exhibit G-2



104 EAST NINTH STREET  
WENATCHEE, WA 98901  
www.csinw.com

Construction Special Inspection

TEL: 509.664.4843  
FAX: 509.663.8534  
CELL: 509-881-8049

January 6, 2015

RH2 Engineering  
Attn: Eric Howe

**RE: Geotechnical Exploration/Borings**

CSI is pleased to provide you with the following cost estimate for your project. The following tables are a breakdown of the tests and time needed to complete the required inspections and tests.

**Exploration**

The following table lists the projected number and types of tests that will be needed.

<b>Mobilization, Drilling and Sampling</b>	7 hr.	@	\$360.00	\$2520.00
<b>Gradation / Soil Classification</b>	2	@	\$90 ea.	\$180.00

**Project Administration**

These costs are associated with project management and document preparation, report review and technician scheduling.

<b>Secretarial</b>	1 hr.	@	\$45 ea.	\$45.00
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<b>Total Estimated Cost</b>	<b>\$2745.00</b>			
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Thank you for the opportunity to provide you with this estimate. We look forward to working with you on this and future projects. Please call if you have any questions.

Sincerely,  
**Construction Special Inspection**

A handwritten signature in blue ink, appearing to read 'Jon Hills'.

Jon Hills  
President

The total fees may be more or less than the estimate depending on project schedule, changes in the scope of services, and unanticipated work effort. If it appears the fees will exceed the estimate, Client will be notified immediately and services will be suspended until receipt of written authorization to proceed.



# Staff Summary

**Date:** 9 January 2015  
**To:** City Council  
**From:** Bob Schmidt, Director of Operations  
**RE:** Wastewater Treatment Facility Project  
Recommendation for Acceptance of Phase 1

---

**Our** new Treatment Plant has been Operational since August 2014.

Council approved Change Order 3 which continues the Project. Ordinarily a change order adds time (working days) to a project and the Notice of Substantial Completion and Acceptance of a project is delayed until the additional Change Order items are completed.

Because of our deadline to spend the Grant money portion of our funding and in order to release retainage to the contractor, RH2 and RD have chosen to treat the original contract and Change Order 3 as two separate contracts, calling the original contract, "Phase 1" and Change Order 3, "Phase 2".

So Phase 1 is complete. The Notice of Substantial Completion has been given. The Contractor has finished all the outstanding punch list items and all the paperwork has been processed.

Please see the attached Recommendation for Acceptance of Phase 1 letter from RH2.

**Staff recommends that Council move to Accept Phase 1 of the Wastewater Treatment Facility Project.**

## Kay Jones

---

**From:** Don Popoff [dpopoff@rh2.com]  
**Sent:** Tuesday, February 03, 2015 11:04 AM  
**To:** Bob Schmidt  
**Cc:** Kay Jones; Jeff Gomes; Rick Ballard; Eric Smith  
**Subject:** Cashmere WWTP - Phase 1 Recommendation for Acceptance  
**Attachments:** Cashmere WWTP Recommendation for Acceptance of Phase 1 Letter\_2-03-2015.pdf

Bob,

Please see the following recommendation for acceptance for Phase 1 of the Cashmere Treatment plant work.

We are looking to have a motion by council accepting this work at your next meeting. (Documents display acceptance date as February 9, 2015)

Once accepted, Kay can then send in the L&I/DOR Completion of Public Works form (attached).

We plan on requesting retainage from the USDA for Phase 1 once we have concurrence from the State agencies.

Please let me know if you have any questions on numbers or process.

Thanks

Don

Donald Popoff P.E. | RH2 Engineering, Inc.

Project Manager

300 Simon Street SE Suite 5

East Wenatchee, WA 98802

tel. 509 886 2900 x 5432

tel. 509 886 6762

tel. 800 720 8052 x 5432

fax. 509 886 2313

email. [dpopoff@rh2.com](mailto:dpopoff@rh2.com)



February 3, 2015

RH2 ENGINEERING, INC.  
www.rh2.com  
mailbox@rh2.com  
1.800.720.8052

Mr. Bob Schmidt  
City of Cashmere  
101 Woodring Street  
Cashmere, WA 98815-1034

WASHINGTON  
LOCATIONS

*Sent Via: US Mail and Email*

**Subject: City of Cashmere Wastewater Treatment Facility Project  
Recommendation for Acceptance of Phase 1**

BOTHELL  
MAIN OFFICE  
22722 29<sup>th</sup> Drive SE, Suite 210  
Bothell, WA 98021

BELLINGHAM

Dear Mr. Schmidt,

EAST WENATCHEE

Harbor Pacific Contractors, Inc., (HPC) has completed work on Phase 1 of the Cashmere Wastewater Treatment Facility Upgrade Project, in accordance with the plans and specifications. Substantial Completion was attained on September 17, 2014. Physical Completion was attained on December 16, 2014. We recommend Final Acceptance of the Phase 1 portion of the contract at your next scheduled Council meeting on February 9, 2015. The Phase 1 project total is \$13,015,660.30 and includes all contractor pay estimates, change orders, and retainage.

ISSAQUAH

RICHLAND

TACOMA

The final Phase 1 Executed Pay Estimate (Pay Estimate No. 27) and Exhibit E - Notice of Acceptability of Work, are enclosed for your review.

OREGON  
LOCATIONS

The completion date for Phase 1 of this contract has been established as December 16, 2014.

NORTHERN OREGON  
MAIN OFFICE

- All required subcontractor affidavits have been received for Phase 1.
- The as-constructed records have been received.
- O&M manuals have been received, reviewed and are acceptable.
- A final inspection has been performed with the owner and contractor.
- Certified Payrolls have been received and reviewed.

500 SW Macadam Avenue, Suite 125  
Portland, OR 97239

SOUTHERN OREGON  
Central Point

COASTAL OREGON  
North Bend

The City will need to submit the Notice of Completion of Public Works Contract forms for release from the Departments of Revenue and Labor and Industries. This is required prior to release of any retainage. This document has been included.



This project is covered by a one-year warranty to correct any defects in workmanship or materials per Technical Specification Section 1.15. The warranty period begins on the date of substantial completion of the project.

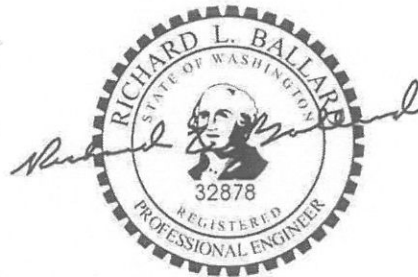
HPC's Performance and Payment Bond per contract shall be in force for one year after the due date of the Final Payment. This bond is in the City's records with the original contract.

Please do not hesitate to call with any questions you may have.

Sincerely,

RH2 ENGINEERING, INC.

Don Popoff, P.E.  
Project Manager



DP/sw

cc: Mr. Gary Wood, Harbor Pacific Contractors, Inc.  
Mr. Dave Dunnell, USDA RD

**Attachments:**

1. Exhibit E – Notice of Acceptability of Work
2. Executed final Phase 1 Pay Estimate – Pay Estimate #27
3. Notice of Completion of Public Works Contract form
4. Harbor Pacific Contractor's – Letter of Final Completion and attachments dated December 16, 2014.
5. RH2 letter of Substantial Completion



This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 10/12/10.

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NOTICE OF ACCEPTABILITY OF WORK

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PROJECT: Wastewater Treatment Facility Upgrades  
Phase 1 Improvements

OWNER: City of Cashmere

CONTRACTOR: Harbor Pacific Contractors, Inc

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION: N/A

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT: December 16, 2014

ENGINEER: RH2 Engineering, Inc.

NOTICE DATE: January 20, 2015

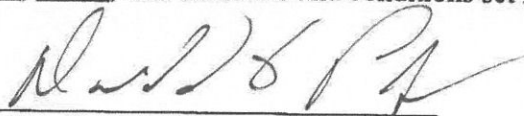
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To: Mr. Bob Schmidt, City of Cashmere  
Owner

And To: Mr. Gary Wood, HPC  
Contractor

From: Mr. Don Popoff, RH2 Engineering  
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated Oct 12, 2010, and the terms and conditions set forth in this Notice.

By:   
Donald Popoff P.E.

Title: Project Manager

Dated: January 20, 2015

## CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.



**Harbor Pacific Contractors, Inc. - Cashmere Wastewater Treatment Plant Upgrades - Pay Estimate 027**

Original Contract												
Item	Description	Unit	QTY	Unit Price	Total Price	Contract at Award		Total of Prior Estimates		Estimate For		Total
						% or Units Complete	Amount Earned	% or Units Complete	Amount Earned	% or Units Complete	Amount Earned	
1	Mobilization/Demobilization, Site Preparation, and Clean-up	LS	1	\$ 250,000.00	\$ 250,000.00	60.00%	\$ 150,000.00	40.00%	\$ 100,000.00	100.00%	\$ 250,000.00	
2	Trench Safety and Shoring	LS	1	\$ 12,500.00	\$ 12,500.00	100.00%	\$ 12,500.00	0.00%	\$ -	100.00%	\$ 12,500.00	
3	Lagoon Cell No. 2 Biotolids Removal and Hauling	CY	7400	\$ 32.00	\$ 236,800.00	7.400%	\$ 236,800.00	0.00%	\$ -	7.400%	\$ 236,800.00	
4	Unscheduled Excavation	CY	800	\$ 22.00	\$ 17,600.00	514.00%	\$ 11,308.00	0.00%	\$ -	514.00%	\$ 11,308.00	
5	Unscheduled Backfill	TONS	68	\$ 33.50	\$ 2,278.00	938.47%	\$ 31,438.75	0.00%	\$ -	938.47%	\$ 31,438.75	
6	Wastewater Treatment Facility (see breakdown attached)	LS	1	\$ 10,699,339.00	\$ 10,699,339.00	99.46%	\$ 10,642,066.31	0.54%	\$ 57,272.70	100.00%	\$ 10,699,339.01	
7	UV Disinfection Equipment	LS	1	\$ 98,500.00	\$ 98,500.00	85.00%	\$ 83,725.00	15.00%	\$ 14,775.00	100.00%	\$ 98,500.00	
8	Mixers	LS	1	\$ 180,500.00	\$ 180,500.00	100.00%	\$ 180,500.00	0.00%	\$ -	100.00%	\$ 180,500.00	
9	Belt Filter Press	LS	1	\$ 210,000.00	\$ 210,000.00	85.00%	\$ 178,500.00	15.00%	\$ 31,500.00	100.00%	\$ 210,000.00	
10	Fine Screens	LS	1	\$ 99,483.00	\$ 99,483.00	100.00%	\$ 99,483.00	0.00%	\$ -	100.00%	\$ 99,483.00	
11	HMA Cl. 3/8" for 2-Inch Overlay on Riverfront Drive	TONS	1000	\$ 78.00	\$ 78,000.00	601.46%	\$ 46,913.88	0.00%	\$ -	601.46%	\$ 46,913.88	
12	Minor Change - See Breakdown Below	FA	1	\$ 200,000.00	\$ 200,000.00	51.80%	\$ 104,200.00	0.00%	\$ -	51.80%	\$ 104,200.00	
					<b>Contract Subtotal at Award</b>	<b>\$ 12,885,000.00</b>		<b>\$ 11,781,434.91</b>		<b>\$ 217,388.60</b>		<b>\$ 11,998,742.94</b>

Additional Items												
Minor Changes - (Contract Change Orders)												
Item	Description	Unit	QTY	Unit Price	Total Price	% or Units Complete	Amount Earned	% or Units Complete	Amount Earned	% or Units Complete	Amount Earned	
					<b>Total Minor Changes:</b>	<b>\$ 108,349.27</b>		<b>\$ 108,280.90</b>		<b>\$ 13,749.30</b>		<b>\$ 121,869.36</b>
CPR 001	Clearcut on Term. Bypass (1 cleared installed)	LS	1	\$ 2,700.00	\$ 2,700.00	100.00%	\$ 2,700.00	100.00%	\$ 2,700.00	100.00%	\$ 2,700.00	
CPR 002	Batter Over-Excavation Fabric	LS	1	\$ 1,651.00	\$ 1,651.00	100.00%	\$ 1,651.00	100.00%	\$ 1,651.00	100.00%	\$ 1,651.00	
CPR 003	NPW Line Update	LS	1	\$ 1,612.00	\$ 1,612.00	100.00%	\$ 1,612.00	100.00%	\$ 1,612.00	100.00%	\$ 1,612.00	
CPR 004	TE Line Changes	LS	1	\$ 5,788.00	\$ 5,788.00	100.00%	\$ 5,788.00	100.00%	\$ 5,788.00	100.00%	\$ 5,788.00	
CPR 005	Additional Survey	LS	1	\$ 717.00	\$ 717.00	100.00%	\$ 717.00	100.00%	\$ 717.00	100.00%	\$ 717.00	
CPR 006	Roof Casing System Credit	LS	1	\$ (5,476.00)	\$ (5,476.00)	100.00%	\$ (5,476.00)	100.00%	\$ (5,476.00)	100.00%	\$ (5,476.00)	
CPR 007	Fiber Feed in Network Room	LS	1	\$ 7,044.00	\$ 7,044.00	100.00%	\$ 7,044.00	100.00%	\$ 7,044.00	100.00%	\$ 7,044.00	
CPR 009	Automated Gates (See Change Order #2)	LS	1	\$ 4,993.00	\$ 4,993.00	100.00%	\$ 4,993.00	100.00%	\$ 4,993.00	100.00%	\$ 4,993.00	
CPR 010	Tracer Wire Terminations	LS	1	\$ (4,406.00)	\$ (4,406.00)	100.00%	\$ (4,406.00)	100.00%	\$ (4,406.00)	100.00%	\$ (4,406.00)	
CPR 011	Electrical Changes from RFI 012	LS	1	\$ 1,090.00	\$ 1,090.00	100.00%	\$ 1,090.00	100.00%	\$ 1,090.00	100.00%	\$ 1,090.00	
CPR 012	Electrical Grounding at UV Building	LS	1	\$ 4,595.00	\$ 4,595.00	100.00%	\$ 4,595.00	100.00%	\$ 4,595.00	100.00%	\$ 4,595.00	
CPR 013	Electric Operates for Main Doors	LS	1	\$ 7,502.00	\$ 7,502.00	100.00%	\$ 7,502.00	100.00%	\$ 7,502.00	100.00%	\$ 7,502.00	
CPR 014	Heat Trace Changes	LS	1	\$ 5,455.00	\$ 5,455.00	100.00%	\$ 5,455.00	100.00%	\$ 5,455.00	100.00%	\$ 5,455.00	
CPR 015	Trap Primers and Copper Piping	LS	1	\$ 9,570.00	\$ 9,570.00	100.00%	\$ 9,570.00	100.00%	\$ 9,570.00	100.00%	\$ 9,570.00	
CPR 016	Infiltration System	LS	1	\$ 1,406.00	\$ 1,406.00	100.00%	\$ 1,406.00	100.00%	\$ 1,406.00	100.00%	\$ 1,406.00	
CPR 018	Headworks Roof Flashing	LS	1	\$ 14,469.00	\$ 14,469.00	100.00%	\$ 14,469.00	100.00%	\$ 14,469.00	100.00%	\$ 14,469.00	
CPR 018	Riverfront Drive Changes	LS	1	\$ 4,270.00	\$ 4,270.00	100.00%	\$ 4,270.00	100.00%	\$ 4,270.00	100.00%	\$ 4,270.00	
CPR 020	DAF Hopper Sensor	LS	1	\$ 717.00	\$ 717.00	100.00%	\$ 717.00	100.00%	\$ 717.00	100.00%	\$ 717.00	
CPR 021	Electrical Changes from RFI 032	LS	1	\$ 3,228.00	\$ 3,228.00	100.00%	\$ 3,228.00	100.00%	\$ 3,228.00	100.00%	\$ 3,228.00	
CPR 022	Generator	LS	1	\$ 678.00	\$ 678.00	100.00%	\$ 678.00	100.00%	\$ 678.00	100.00%	\$ 678.00	
CPR 023	CP 500 Power	LS	1	\$ 42,112.27	\$ 42,112.27	100.00%	\$ 42,112.27	100.00%	\$ 42,112.27	100.00%	\$ 42,112.27	
					<b>Force Account - Remaining Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

Change Orders - (Contract Change Orders)												
Item	Description	Unit	QTY	Unit Price	Total Price	% or Units Complete	Amount Earned	% or Units Complete	Amount Earned	% or Units Complete	Amount Earned	
					<b>Total Change Orders:</b>	<b>\$ 37,774.00</b>		<b>\$ 37,774.01</b>		<b>\$ (0.01)</b>		<b>\$ 37,774.00</b>
CO 001	Batter Over-Excavation Fabric - 2 day addition to contract only (	LS	1	\$ -	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	
CO 002	Automated Gates (CPR 009)	LS	1	\$ 37,774.00	\$ 37,774.00	100.00%	\$ 37,774.01	100.00%	\$ 37,774.01	100.00%	\$ 37,774.00	
					<b>SUBTOTAL (including change orders)</b>	<b>\$ 12,122,974.00</b>		<b>\$ 11,819,308.95</b>		<b>\$ 217,307.99</b>		<b>\$ 12,036,516.94</b>
					<b>RETAINAGE on Original Contract (5.0%)</b>	<b>\$ (606,138.70)</b>		<b>\$ (590,960.45)</b>		<b>\$ (10,865.40)</b>		<b>\$ (601,825.85)</b>
					<b>ESTIMATED PROJECT SALES TAX (8.2% as of October 2012)</b>	<b>\$ 994,667.47</b>		<b>\$ 968,473.38</b>		<b>\$ 17,819.26</b>		<b>\$ 986,292.64</b>
					<b>REDUCTION OF PAYMENT FOR REIMBURSEMENT TO OWNER FOR REVIEW (PER SC 6.05E)</b>	<b>\$ -</b>		<b>\$ (7,149.28)</b>		<b>\$ -</b>		<b>\$ (7,149.28)</b>
					<b>PAYMENT DUE TO CONTRACTOR</b>	<b>\$ 13,116,841.47</b>		<b>\$ 12,189,572.60</b>		<b>\$ 224,261.85</b>		<b>\$ 12,413,834.45</b>
									<b>PAYMENT TO CONTRACTOR THIS ESTIMATE (ORIGINAL CONTRACT)</b>	<b>\$ 224,261.85</b>		

**PHASE 1 - TOTAL \$ 13,015,660.30**

Change Order #3 (After Original Contract Retainage Paid)												
Item	Description	Unit	QTY	Unit Price	Total Price	% or Units Complete	Amount Earned	% or Units Complete	Amount Earned	% or Units Complete	Amount Earned	
					<b>Total Change Orders:</b>	<b>\$ 831,300.00</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
CO 003	Chain P Removal	LS	1	\$ 831,300.00	\$ 831,300.00	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	
					<b>SUBTOTAL</b>	<b>\$ 831,300.00</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
					<b>RETAINAGE on Change Order #3 (5.0%)</b>	<b>\$ (41,565.00)</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
					<b>ESTIMATED PROJECT SALES TAX (8.2% as of October 2012)</b>	<b>\$ 68,166.60</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
					<b>REDUCTION OF PAYMENT FOR REIMBURSEMENT TO OWNER FOR REVIEW (PER SC 6.05E)</b>	<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
					<b>PAYMENT DUE TO CONTRACTOR</b>	<b>\$ 899,466.60</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
									<b>PAYMENT TO CONTRACTOR THIS ESTIMATE (CHANGE ORDER #3)</b>	<b>\$ -</b>		

**N/A - Phase 2**

Final Contract Amount												
					<b>SUBTOTAL (including change orders)</b>	<b>\$ 12,954,074.00</b>		<b>\$ 11,819,308.95</b>		<b>\$ 217,307.99</b>		<b>\$ 12,036,516.94</b>
					<b>TOTAL RETAINAGE (5.0%)</b>	<b>\$ (647,703.70)</b>		<b>\$ (590,960.45)</b>		<b>\$ (10,865.40)</b>		<b>\$ (601,825.85)</b>
					<b>ESTIMATED PROJECT SALES TAX (8.2% as of October 2012)</b>	<b>\$ 1,062,234.67</b>		<b>\$ 968,473.38</b>		<b>\$ 17,819.26</b>		<b>\$ 986,292.64</b>
					<b>REDUCTION OF PAYMENT FOR REIMBURSEMENT TO OWNER FOR REVIEW (PER SC 6.05E)</b>	<b>\$ -</b>		<b>\$ (7,149.28)</b>		<b>\$ -</b>		<b>\$ (7,149.28)</b>
					<b>PAYMENT DUE TO CONTRACTOR</b>	<b>\$ 14,016,308.97</b>		<b>\$ 12,189,572.60</b>		<b>\$ 224,261.85</b>		<b>\$ 12,413,834.45</b>
									<b>TOTAL PAYMENT TO CONTRACTOR THIS ESTIMATE</b>	<b>\$ 224,261.85</b>		

**N/A - Phase 1 & 2**

**Contractor's Certification:**  
 The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature, Harbor Pacific Contractors, Inc. 1/06/2015 Date  
 Owner Signature, City of Cashmere 1/8/15 Date  
 Project Manager, R-2 Engineering 1/8/2015 Date  
 Funding Agency, Rural Development (\*as necessary for review purposes only - not required) \_\_\_\_\_ Date





Original  
 Revised # \_\_\_\_\_

## NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Date: February 9, 2015

Contractor's UBI Number: 601-058-667

Name & Mailing Address of Public Agency
City of Cashmere 101 Woodring Street Cashmere, WA 98815 UBI Number: 041-000-329

Department Use Only
Assigned to: _____
Date Assigned: _____

*Notice is hereby given relative to the completion of contract or project described below*

<b>Project Name</b> City of Cashmere Wastewater Treatment Facility	<b>Contract Number</b> 210.089.02.216	<b>Job Order Contracting</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Description of Work Done/Include Jobsite Address(es)</b> Upgrades to City of Cashmere Wastewater Treatment Facility located at 2 Riverfront Drive/Kelley Road, Cashmere, WA 98815		
<b>Federally funded transportation project?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if yes, provide Contract Bond Statement below)		
<b>Contractor's Name</b> Harbor Pacific Contractors Inc.	<b>E-mail Address</b> sharon@harborpacific.com	<b>Affidavit ID*</b> 547956
<b>Contractor Address</b> 19628 144th Avenue NE, Suite A, Woodinville, WA 98072		<b>Telephone #</b> (425) 488-7131
<b>If Retainage is not withheld, please select one of the following and List Surety's Name &amp; Bond Number.</b> <input type="checkbox"/> Retainage Bond <input type="checkbox"/> Contract/Payment bond (valid for federally funded transportation projects)		
<b>Name:</b> _____		<b>Bond Number:</b> _____
<b>Date Contract Awarded</b> 7-09-2012	<b>Date Work Commenced</b> 8-06-2012	<b>Date Work Completed</b> 12-16-2014
		<b>Date Work Accepted</b> 2-09-2015
<b>Were Subcontractors used on this project? If so, please complete Addendum A.</b>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Affidavit ID* - No L&I release will be granted until all affidavits are listed.		

Contract Amount	\$ 12,085,000.00	
Additions (+)	\$ 37,774.00	Liquidated Damages \$ 0.00
Reductions (-)	\$ 93,406.34	Amount Disbursed \$ 12,413,834.45
<b>Sub-Total</b>	\$ 12,029,367.66	Amount Retained \$ 601,825.85
Amount of Sales Tax <u>986,292.6</u>	\$ 986292.64	
(If various rates apply, please send a breakdown)	\$ 986292.64	
<b>TOTAL</b>	\$ 13,015,660.30	<b>TOTAL \$</b> <u>13,015,660.30</u>

**NOTE: These two totals must be equal**

Comments:
Sales tax rate changed during course of project, breakdown attached.

**Note:** The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract.

NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates.

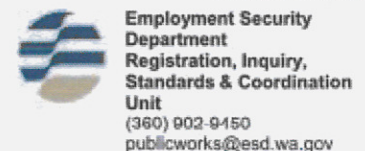
**Submitting Form:** Please submit the completed form by email to all three agencies below.

Contact Name: Ms. Kay Jones

Title: City Clerk/Treasurer

Email Address: kay@cityofcashmere.org

Phone Number: 509-782-3513





**Cashmere Wastewater Treatment Plant Upgrades, Phase 1**

	Pay Est.	Pre-tax Amount	Tax	Tax Rate
8/30/12	1	486,362.53	39,395.36	8.1%
9/30/12	2	215,402.58	17,447.61	8.1%
10/31/12	3	93,217.19	7,643.81	8.2%
11/20/12	4	319,423.53	26,192.73	8.2%
12/31/12	5	164,609.88	13,498.01	8.2%
1/31/13	6	276,193.68	22,647.88	8.2%
2/28/13	7	508,825.45	41,723.69	8.2%
3/31/13	8	475,052.93	38,954.34	8.2%
4/30/13	9	477,849.79	39,183.68	8.2%
5/31/13	10	714,903.05	58,622.05	8.2%
6/20/13	11	583,452.28	47,843.09	8.2%
7/31/13	12	555,484.40	45,549.72	8.2%
8/31/13	13	813,898.68	66,739.69	8.2%
9/30/13	14	1,351,430.95	110,817.34	8.2%
10/31/13	15	994,477.89	81,547.19	8.2%
11/30/13	16	1,061,831.18	87,070.16	8.2%
12/31/13	17	272,025.08	22,306.06	8.2%
1/31/14	18	187,359.59	15,363.49	8.2%
2/28/14	19	191,430.89	15,697.33	8.2%
3/31/14	20	290,120.59	23,789.89	8.2%
4/21/14	21	348,813.07	28,602.67	8.2%
5/31/14	22	291,335.80	23,889.54	8.2%
6/30/14	23	291,772.29	23,925.33	8.2%
7/31/14	24	562,806.80	46,150.16	8.2%
8/31/14	25	188,999.40	15,497.95	8.2%
9/30/14	26	102,129.45	8,374.63	8.2%
12/16/14	27	217,307.99	17,819.26	8.2%
			<b>986,292.64</b>	





19628 144th Avenue NE, Suite A  
Woodinville, Washington 98072  
phone: 425.488.7131  
fax: 425.489.3991  
www.harborpacific.com

December 16, 2014

Mr. Donald Popoff  
RH2 Engineering, Inc.  
300 Simon Street SE, Suite 5  
East Wenatchee, WA 98802

Subject: City of Cashmere  
Wastewater Treatment Facility Upgrades  
Letter of Final Completion

Pursuant to General Conditions Article 14.07 A of the contract documents, Harbor Pacific Contractors hereby submits its Application for Final Payment.

GC Article 14.07 A 2 refers:

- a. It is Harbor Pacific's understanding that all documentation called for in the Contract Documents has been provided. Please see the attached letter from Harbor Pacific's insurance broker with respect to insurance required in compliance with GC Article 5.04 B 6.
- b. Consent of Surety to final payment is attached.
- c. The only known claim against the performance and payment bond was from Wenatchee Sand and Gravel. This claim has been settled with WS&G. Copy of the release is attached.
- d. No Liens have been filed in connection with the work and therefore no releases are available.

The final application for payment has been uploaded to Sharefile consistent with procedures established for this project.

Sincerely

A handwritten signature in blue ink that reads "Gary Wood".

Gary Wood  
Vice President.

Cc: Bob Schmidt – City of Cashmere





*HUB International Limited*

[www.hubinternational.com](http://www.hubinternational.com)

12100 NE 195th St.  
Suite 200  
Bothell, WA 98011  
Phone (425) 489-4500 Fax (425) 485-8489

December 16, 2014

Mr. Gary Wood  
Harbor Pacific Contractors, Inc  
19628 144th Ave NE #A  
Woodinville, WA 98072

RE: City of Cashmere, Wastewater Treatment Facilities Project

Dear Gary:

Please be advised that we are prepared to issue renewal certificates of insurance with regard to your General Liability each year at 1/1 until contract acceptance.

Regards,

A handwritten signature in cursive script, appearing to read "Cathryn Dail".

Cathryn Dail  
Senior Account Manager

**CONSENT OF SURETY  
TO FINAL PAYMENT**

Conforms with the American Institute of  
Architects, AIA Document G707

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

TO OWNER:  
*(Name and address)*

City of Cashmere  
101 Woodring Street  
Cashmere, WA 98815

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:  
*(Name and address)*

Wastewater Treatment Facility Upgrades

CONTRACT DATED: 7/12/2012

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

Travelers Casualty and Surety Company of America  
PO Box 3018  
Bothell, WA 98041-3018

, SURETY,

on bond of  
*(Insert name and address of Contractor)*

Harbor Pacific Contractors, Inc.  
19628 144th Ave. NE, Suite A  
Woodinville, WA 98072

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any  
of its obligations to  
*(Insert name and address of Owner)*

City of Cashmere  
101 Woodring Street  
Cashmere, WA 98815

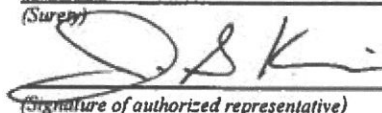
, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 16, 2014  
*(Insert in writing the month followed by the numeric date and year.)*

Travelers Casualty and Surety Company of America

*(Surety)*



*(Signature of authorized representative)*

Attest:

Jim S. Kuich, Attorney-in-fact

*(Printed name and title)*





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228051

Certificate No. 005968175

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Darlene Jakielski, Julie M. Glover, S.M. Scott, Steven K. Bush, Michael A. Murphy, Jim W. Doyle, Andy D. Prill, Jim S. Kuich, Chad M. Epple, Steve Wagner, and Theresa A. Lamb

of the City of Bothell, State of Washington, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 30th day of June, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 30th day of June, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16<sup>th</sup> day of December, 2014.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

### CONDITIONAL RELEASE: FINAL PAYMENT

Purchase Order No. 12031030 Cashmere WWTP Facility

Supplier: Wenatchee Sand & Gravel

I, the undersigned, on behalf of Wenatchee Sand & Gravel  
(Name of Firm)

having provided labor and/or materials and/or equipment rental and/or other services for HARBOR PACIFIC CONTRACTORS, INC. ("Prime Contractor") on this Prime Contract hereby certify that

- (1) This payment fully satisfies all amounts due and owing from Prime Contractor in connection with the above described construction.
- (2) No disputes exist between the undersigned and Prime Contractor.
- (3) All persons, firms and corporations furnishing labor and/or materials in connection with the above described construction, at the request of or on behalf of the undersigned, have been paid in full.
- (4) The undersigned has complied with all Federal, State and local tax laws, including Social Security laws and Unemployment Compensation laws and Workmen's Compensation laws insofar as applicable to the performance of this contract.

In consideration of receipt of the sum herein requested, the undersigned releases any and all claims against The Prime Contractor, the performance bond, and the Prime Contract retainages for labor and/or materials and/or equipment rental and/or other services performed.

This release is **CONDITIONAL** and shall be effective only upon payment to the undersigned in the sum of \$ 8,014.50

If payment is by check, this release is effective only when the check is paid by the bank upon which it is drawn.

Signature: *Jeff Caviness*

Name: JEFF CAVINESS

Title: new credit mgr

Dated: 11/24/14

RETURN TO:  
HARBOR PACIFIC CONTRACTORS, INC.  
19628 - 144<sup>TH</sup> AVENUE NE, SUITE A  
WOODINVILLE, WA 98072  
Phone (425) 488-7131

CONDITIONAL RELEASE: FINAL PAYMENT





RH2 ENGINEERING, INC  
 www.rh2.com  
 mailbox@rh2.com  
 1.800.720.8052

BELLINGHAM  
 454 W Horton Rd  
 Bellingham, WA 98226

BOTHELL  
 22722 29<sup>th</sup> Dr SE, Ste 210  
 Bothell, WA 98021

EAST WENATCHEE  
 300 Simon St SE, Ste 5  
 East Wenatchee, WA 98802

GOLD HILL  
 13677 Highway 234  
 Gold Hill, OR 97525

RICHLAND  
 114 Columbia Point Dr, Ste C  
 Richland, WA 99352

SHERWOOD  
 18850 SW Parrett Mtn Rd  
 Sherwood, OR 97410

SILVERDALE  
 2021 NW Myhre Rd, Ste 107  
 Silverdale, WA 98383

TACOMA  
 One Pacific Building  
 621 Pacific Ave, Ste 104  
 Tacoma, WA 98402

September 25, 2014

Mr. Gary Wood  
 Harbor Pacific Contractors, Inc.  
 19628 144th Avenue NE, Suite A  
 Woodinville, WA 98072

*Sent Via: U.S. Mail and Email*

**Subject: Cashmere WWTF Upgrades – Notice of Substantial Completion**

Dear Gary:

This letter issues substantial completion for the Cashmere Wastewater Treatment Facility Upgrade Project as of September 17, 2014, per GC 14.04 C.

The contract documents, including change orders, stated that work was to be completed within 792 calendar days. Substantial completion was obtained in 779 calendar days. No liquidated damages will be assessed on this contract with regard to the substantial completion deadline.

Per contract you have 90 calendar days from the substantial completion date to closeout this project. This includes all remaining punchlist items and unfinished work as specified in the contract, as-built drawings, official warranty documents and all final closeout paperwork. Liquidated damages as called out in Article 4.03 of the agreement are attached to this deadline. Closeout shall be achieved by December 16, 2014.

A tentative punch list of remaining items that need to be completed is attached to this letter, along with your Certificate of Substantial Completion. Please let me know when these items are completed, provide me with your final pay estimate, and we will start processing paperwork for final completion and project acceptance.

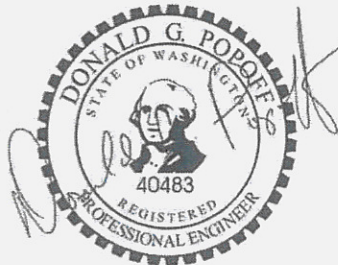
Please do not hesitate to call with any questions you may have.

Sincerely,

RH2 ENGINEERING, INC.

  
 Don Popoff, P.E.  
 Project Manager

AW/kj



cc: Mr. Bob Schmidt, City of Cashmere  
 Mr. Dave Dunnell, USDA RD

Attachment: Certificate of Substantial Completion  
 Preliminary Punchlist  
 Harbor Pacific Letter, 9/15/14

# Certificate of Substantial Completion

Project: **Wastewater Treatment Facility Upgrades**

Owner: **City of Cashmere**

Owner's Contract No.: **NA**

Contract: **USDA RD**

Engineer's Project No.: **CA 210.089**

This **definitive** Certificate of Substantial Completion applies to:

- All Work under the Contract Documents:     The following specified portions of the Work:

**Work pertaining to the WWTF Upgrades including Change Order #1 and Change Order #2.**

**September 17<sup>th</sup>, 2014**

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A **tentative** list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:**

- Amended Responsibilities                       Not Amended

Owner's Amended Responsibilities:

**Power and Water billings pertaining to the operation of the treatment plant will be transferred to the City as of the substantial completion date.**

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

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RH2 preliminary punchlist email and attachment dated 9.9.2014

CA WWTF - Working Punchlist HPC - 20140909

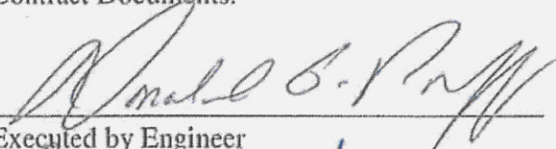
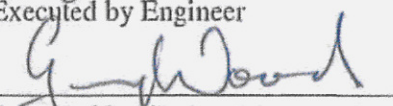
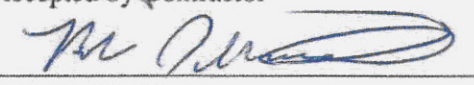
CA WWTF - Working Punchlist VECA - 20140909

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Harbor Pacific Contractors, Inc., Substantial Completion Request Letter dated 9.15.14

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This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

 Executed by Engineer	<u>9-17-14</u> Date
 Accepted by Contractor	<u>9/29/2014</u> Date
 Accepted by Owner	<u>9/30/2014</u> Date