

# Staff Summary

**Date:** January 12, 2015  
**To:** Cashmere City Council  
Mayor Gomes  
**From:** Mark Botello  
**RE:** **Water System Utility Reimbursement Agreement between City and Port of Chelan County.**

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Please see attached revised and signed Agreement between the City of Cashmere and Port of Chelan County for Utility Reimbursement for costs of extensions to City's water system on Sunset Avenue/Highway. Cashmere Council held a public hearing at the Monday, January 12, 2015 Council meeting for consideration of this Agreement.

At the January 12, 2015 Council meeting this item was tabled so Staff could verify *who contributed to the Cost of the water line extension* and to *verify the reimbursement area boundary*.

The subject water line was paid for 100% by the Port of Chelan County. A modification to Exhibit "E" included additional developed square footage, which was not included in the original cost assessment. As a result of the additional developed square footage, the amounts owed by each property as identified in Exhibit "E" are proportionately lower than the amounts identified in the public hearing (See full note at bottom of Exhibit "E")

Staff will go over this in more detail at the Monday Council meeting. Also, representatives of Port of Chelan County will be at the meeting.

**Recommendation:**

Approve Water System Utility Reimbursement Agreement between City and Port of Chelan County and authorize Mayor Gomes to sign Agreement.

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Filed for and Return To:

Kay Jones  
City Clerk-Treasurer  
City of Cashmere  
101 Woodring Street  
Cashmere, WA 98815

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

Grantor(s): CITY OF CASHMERE, a Washington municipal corporation  
Grantee(s): PORT OF CHELAN COUNTY, a Washington municipal corporation  
Reference Number(s) of Documents Assigned or Released: N/A  
Abbreviated Legal Description: Parcels A-I & K of BLA 2011-118CA, S5, T23N, R19, E.W.M, all in Chelan County, WA  
Complete or Additional Legal Description on Exhibit(s) A and D attached.  
Assessor's Parcel Number(s): 231905924070, 231905141250, 231905110150, 231905141200, 231905925010, 231905924005, 2319051100550, 231905110650, 231905110500, 231905110600; additional parcel numbers on Exhibit E attached.

**CITY OF CASHMERE**  
**Chelan County, Washington**  
**UTILITY REIMBURSEMENT AGREEMENT**  
**FOR COSTS OF EXTENSIONS**  
**TO WATER SYSTEM**

THIS UTILITY REIMBURSEMENT AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between the CITY OF CASHMERE, a Washington municipal corporation (the "City"), and the PORT OF CHELAN COUNTY, a Washington municipal corporation (the "Port").

RECITALS:

WHEREAS, RCW 35.91.020 and Section 13.32.030 of the Cashmere Municipal Code ("CMC") authorize the City to contract with developers of real estate to construct extensions to the City's water system where required as a prerequisite to further property development; and,

WHEREAS, RCW 35.91.020 and CMC 13.32.030 further authorize the City to enter into agreements (i.e. "Utility Reimbursement Agreement") to reimburse said developers for a portion of their costs of constructing water facilities that will benefit neighboring property; and,

WHEREAS, the Port is the owner of certain real property located in the City, which property is legally described on Exhibit "A" attached hereto and incorporated herein; and,

WHEREAS, pursuant to the Port of Chelan/City of Cashmere Interlocal Agreement for Sunset Highway Road and Waterline Improvement Project, dated May 25, 2011, between the City and Port ("Interlocal Agreement"), the Port has caused to be constructed, at the Port's expense, certain extensions or improvements to the City's water system consisting of pipelines and appurtenances as generally depicted in the drawing attached as Exhibit "B," and more particularly described in Section 2 of this Agreement, which are collectively incorporated herein by this reference and hereinafter referred to as the "Water Improvements;" and,

WHEREAS, the Port is authorized by paragraph 15 of the Interlocal Agreement, and as the developer for purposes of Title 13 CMC, to enter into this Agreement to recover its share of the costs contributed to the Water Improvements, as set forth herein; and,

WHEREAS, the construction of the Water Improvements was completed and accepted by the City as operational and ready for use on November 25, 2013 ("Final Acceptance"); and,

WHEREAS, all costs necessary to build the Water Improvements to meet, but not exceed, City standards, plus certain construction and contract administration costs, the total of which is \$512,984.62 and which is detailed in Exhibit "C", attached hereto and incorporated herein by this reference, have been approved by the City as eligible for compensation hereunder (the "Approved Costs"); and,

WHEREAS, the City has determined that the Water Improvements will benefit certain nearby properties within the boundaries identified in Exhibit "D" attached hereto and incorporated herein by this reference, (the "Reimbursement Area"); and

WHEREAS, notice of the proposed Reimbursement Area and Reimbursement Assessments has been given to affected property owners pursuant to CMC 13.32.080; and

WHEREAS, a public hearing was held by the City Council to consider the Reimbursement Area and Reimbursement Assessments set forth in this Agreement and following that public hearing, the City council adopted findings that the properties in the Reimbursement Area are benefited by the Water Improvements, and that the method of establishing the Reimbursement Assessments equitably distributes the costs of installation of the Water Improvements between all properties in the Reimbursement Area; and

WHEREAS, when and if any portion of any Reimbursement Area property is connected to the Water Improvements, within twenty (20) years from Final Acceptance of the Water Improvements, the City and the Port desire to provide for payment by owners of such property of their share of the cost of the Water Improvements; and

WHEREAS, the City agrees to collect such payments and to transmit them to the Port or its successors or assigns;

NOW, THEREFORE, THE CITY AND PORT AGREE AS FOLLOWS:

1. Recitals. The Recitals set forth above are incorporated herein as if set forth in full as binding commitments of the parties hereto.

2. Water Improvement Project. The Port, pursuant to the Interlocal Agreement, has caused certain Water Improvements and facilities to be extended to the Port's property (described below) in the City of Cashmere Urban Growth Area to serve said property with City water service. The Water Improvements include installation of a 16 inch diameter water mainline within the Sunset Highway right-of-way and extending from the intersection of Chapel Street approximately 1,000 lineal feet beyond the intersection of Sunset Highway and Mill Road. Exhibit "A" attached hereto and incorporated herein by this reference contains a legal description of the real property of the Port (the "Property") served by the Water Improvements and subject to this Agreement. The Port has supplied the City with reproducible as-built construction drawings of the Water Improvements, which drawings are on file with the City. A diagram depicting the general location of the Water Improvements is attached hereto and marked as Exhibit "B".

3. Connection Fees. The Port agrees to pay a connection fee in the amount in effect at the time of connection as set by the City Council for each connection the Port makes to the Water Improvements.

4. Port Costs. The Port agrees to pay, and/or has paid, all costs associated with construction of the Water Improvements including, but not limited to, engineering, legal, and administrative costs. The total Approved Costs eligible for reimbursement for construction of the Water Improvements are set forth in Exhibit "C." In addition, the Port agrees to pay all of the City's costs and fees incurred in establishing or attempting to establish this Agreement with

the Port. The City's costs and fees for services establishing this Agreement shall include, but shall not be limited to, the costs for mailing notices, auditor's recording fees, fees for the City's professional engineering services or other consultant services, and reasonable attorney's fees incurred by the City.

5. Reimbursement Area. The City hereby designates certain adjacent real property legally described on Exhibit "D" (the "Reimbursement Area"), as specially benefiting from the Water Improvements constructed by the Port, if and when a water connection to such real property occurs during the period extending twenty (20) years from the date of Final Acceptance.

6. Reimbursement Assessments.

- a. For a period of twenty (20) years from Final Acceptance of the Water Improvements, no person, firm or corporation shall be granted permission for a new or additional water connection for property within the Reimbursement Area, until he, she or it (the "Latecomer") shall pay a latecomer utility reimbursement charge or assessment (the "Reimbursement Assessment") to the City as part of the City's connection charge, as set forth more fully herein.
- b. The Reimbursement Assessment shall be an equitable share of the Approved Costs of the Water Improvements, including, but not limited to, design, engineering, installation, and restoration. Each Latecomer's equitable share shall be based upon the square footage of the Latecomers property in relation to the total property in the Reimbursement Area. Exhibit "E" attached hereto and incorporated herein sets forth the Reimbursement Assessments for each property within the Reimbursement Area based upon the aforementioned method of calculation and taking into account the benefit to the Port Property.
- c. The City shall deduct and retain six percent (6%) from each Reimbursement Assessment to cover the City's administrative costs associated with processing, collection, and remittance of Reimbursement Assessments pursuant to this Agreement.

7. Reimbursements to Port.

- a. The City agrees to remit all Reimbursement Assessments received hereunder to the Port, or its heirs, successors, or assigns, within thirty (30) days of the date any such Reimbursement Assessment is received by the City.
- b. The Port, including a successor or assignee entitled to reimbursement hereunder, shall give the City written notice or confirmation of the current contract name,

address, and telephone number of the Port (as the entity that originally entered into this Agreement) every two years from the date of execution of this Agreement throughout the duration of this Agreement. The Port, including successor or assign, shall also give the City prompt written notice of any change of address it may have during the term of this Agreement. In the event the Port, including successor or assign, fails or refuses to comply with the notification requirement set forth above within sixty (60) days of such requirement, the City shall be entitled to collect any funds (i.e. Reimbursement Assessments) owed to the Port, successor, or assign, and deposit those funds in the capital fund of the City.

- c. The Port and the City agree that the City is under no obligation to enforce the payment of Reimbursement Assessments under this Agreement if the Port fails to notify the City, in writing, of any change in address, or if the Port agrees that enforcement of the provisions by the City will be unnecessary. The Port agrees that if the City incurs any costs and/or fees, including attorney's fees, in its effort to enforce this Agreement against Latecomers, the Port will be responsible for those costs and fees. As required by CMC 13.32.100, the Port agrees the City shall not, under any circumstances, be liable to the Port for the payment of any portion of the costs for the Water Improvements.
- d. Any funds not claimed by the Port within one hundred eighty (180) days from the date collected shall become the property of the City. Before the expiration of the one hundred eighty (180) days, the City shall send to the Port, via certified mail, return receipt requested, a final notice of the City's intent to deposit the funds as City revenue. If the City does not receive a response in writing by the expiration of the one hundred eighty (180) days, the funds shall be deposited as revenue to the City water utility.

8. Notice to Property Owners. As required by CMC 13.32.080, a copy of the proposed Resolution adopting a preliminary determination of Reimbursement Area, including proposed Reimbursement Assessments, was provided to each property owner in the Reimbursement Area by certified mail, return receipt requested.

9. Final Acceptance of Water Improvements. The City accepted the Water Improvements as operational for use on November 25, 2013, which is the date of Final Acceptance for purposes of establishing the timeframe in which the Port is eligible to recover Reimbursement Assessments from property owners within the Reimbursement Area pursuant to this Agreement.

10. Indemnification The Port hereby agrees to release, indemnify, and hold harmless the City from all claims of any nature, including property damage and personal injury,

arising out of the execution, establishment, enforcement, and implementation of this Agreement. Such indemnification shall include attorneys fees and costs reasonably incurred in the defense of such action.

11. Recording. Within thirty (30) days of its execution, this Agreement shall be recorded in the Chelan County Auditor's Office.

12. Succession and Assignment. This Agreement shall inure to the benefit of the Port and its heirs, successors, and assigns. This Agreement may not be assigned without the express written consent of the City, which consent may be withheld.

13. Termination. This Agreement shall terminate twenty (20) years from the date of Final Acceptance, on November 25, 2033.

14. Counterpart Execution. This Agreement may be signed in counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.

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

CITY OF CASHMERE

By: \_\_\_\_\_

JEFF GOMES

Its: Mayor

Attest:

CITY OF CASHMERE

By: \_\_\_\_\_

KAY JONES

Its: City Clerk/Treasurer

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

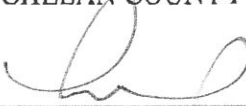
I CERTIFY that I know or have satisfactory evidence that JEFF GOMES is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of CITY OF CASHMERE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Typed/Printed Name \_\_\_\_\_  
NOTARY PUBLIC, State of Washington  
My Commission Expires \_\_\_\_\_



PORT OF CHELAN COUNTY

By:   
MARK URDAHL  
Its: Executive Director

STATE OF WASHINGTON )  
  )ss.  
COUNTY OF CHELAN     )

I CERTIFY that I know or have satisfactory evidence that MARK URDAHL is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of the PORT OF CHELAN COUNTY, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 2<sup>nd</sup> day of February, 2018.



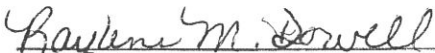
  
Typed/Printed Name Raylene M. Dowell  
NOTARY PUBLIC, State of Washington  
My Commission Expires 5-1-18

EXHIBIT A  
Port Property Legal Description

**Parcel A - Parcel #23 19 05 924 005**

A parcel of land located in Northeast quarter of Section 5, Township 23 North, Range 19 East W.M. more particularly described as follows:  
Beginning center of said Section 5, a 3 inch aluminum cap in monument case, thence North 02°35'13" West along the center section line a distance of 1377.68 feet to a rebar in a monument case located on the North-South center of section line ; thence South 88°11'08" East a distance of 658.53 feet to the Southwest corner of Lot 13, Willowdale Addition to Cashmere, Chelan County, Washington according to the plat thereof recorded in Volume 3 of Plats, Page 53; thence continuing South 88°11'08" East a distance of 608.31 feet to a point on the Southerly right of way of Mill Road; thence along said right of way, South 68° 55' 10" East a distance of 58.21 feet; thence continuing along said right of way, South 89° 40' 49" East 97.43 feet; thence leaving said right of way, North 00° 53' 45" East a distance of 40.09 feet to a point on the Northerly right of way of said Mill Road; thence leaving said right of way, North 00°53'45" East a distance of 97.63 feet to the True Point of Beginning.  
thence South 89°40'22" East for a distance of 596.94 feet;  
thence North 30°16'50" East for a distance of 117.69 feet;  
thence North 89°21'02" West for a distance of 654.66 feet;  
thence South 00°53'45" West for a distance of 105.66 feet to the True Point of Beginning.

**Parcel B - Parcel #23 19 05 925 010**

A parcel of land located in Northeast quarter of Section 5, Township 23 North, Range 19 East W.M. more particularly described as follows:  
Beginning center of said Section 5, a 3 inch aluminum cap in monument case, thence North 02°35'13" West along the center section line a distance of 1377.68 feet to a rebar in a monument case located on the North-South center of section line ; thence South 88°11'08" East a distance of 658.53 feet to the Southwest corner of Lot 13, Willowdale Addition to Cashmere, Chelan County, Washington according to the plat thereof recorded in Volume 3 of Plats, Page 53; thence continuing South 88°11'08" East a distance of 608.31 feet to a point on the Southerly right of way of Mill Road; thence along said right of way, South 68° 55' 10" East a distance of 58.21 feet; thence continuing along said right of way, South 89° 40' 49" East 97.43 feet; thence leaving said right of way, North 00° 53' 45" East a distance of 40.09 feet to a point on the Northerly right of way of said Mill Road; thence leaving said right of way, North 00°53'45" East a distance of 203.29 feet to the True Point of Beginning.  
True Point of Beginning  
thence South 89°21'02" East for a distance of 654.66 feet;  
thence North 30°16'50" East for a distance of 30.00 feet;  
thence North 76°26'01" West for a distance of 732.02 feet;

thence 154.61 feet along a non-tangent curve to the right, having a radius of 1462.72 feet, a central angle of  $6^{\circ}03'22.68''$ , with a chord bearing of North  $73^{\circ}24'20''$  West for a chord distance of 154.54 feet;  
thence South  $03^{\circ}44'54''$  West for a distance of 77.46 feet;  
thence South  $00^{\circ}32'39''$  East for a distance of 154.35 feet;  
thence South  $89^{\circ}12'02''$  East for a distance of 193.57 feet to the True Point of Beginning

**Parcel C - Parcel #23 19 05 110 500**

A parcel of land located in Northeast quarter of Section 5, Township 23 North, Range 19 East W.M. more particularly described as follows:  
Beginning center of said Section 5, a 3 inch aluminum cap in monument case, thence North  $02^{\circ}35'13''$  West along the center section line a distance of 1377.68 feet to a rebar in a monument case located on the North-South center of section line ; thence South  $88^{\circ}11'08''$  East a distance of 658.53 feet to the Southwest corner of Lot 13, Willowdale Addition to Cashmere, Chelan County, Washington according to the plat thereof recorded in Volume 3 of Plats, Page 53; thence continuing South  $88^{\circ}11'08''$  East a distance of 608.31 feet to a point on the Southerly right of way of Mill Road; thence along said right of way, South  $68^{\circ}55'10''$  East a distance of 58.21 feet; thence continuing along said right of way, South  $89^{\circ}40'49''$  East 97.43 feet; thence leaving said right of way, North  $00^{\circ}53'45''$  East a distance of 40.09 feet to a point on the Northerly right of way of said Mill Road; thence leaving said right of way, North  $00^{\circ}53'45''$  East a distance of 203.29 feet; thence North  $00^{\circ}56'36''$  East a distance of 179.41 feet to a point on the Southerly right of way of Sunset Highway, known as Old SR 2, thence South  $00^{\circ}50'34''$  West a distance of 61.51 feet to the Northerly right of way of said Sunset Highway to the True Point of Beginning;  
thence along said right of way, South  $76^{\circ}26'01''$  East for a distance of 696.99 feet;  
thence leaving said right of way, North  $12^{\circ}59'54''$  East for a distance of 112.42 feet to a point on the Southerly line of the Burlington Northern Santa Fe Railroad right of way;  
thence along said right of way, North  $79^{\circ}43'48''$  West for a distance of 438.91 feet;  
thence continuing along said right of way, North  $79^{\circ}43'48''$  West for a distance of 240.64 feet;  
thence 33.62 feet along a non-tangent curve to the right, having a radius of 1482.35 feet, a central angle of  $1^{\circ}17'57.84''$ , with a chord bearing of North  $79^{\circ}04'49''$  West for a chord distance of 33.62 feet;  
thence leaving said right of way, South  $00^{\circ}54'14''$  West for a distance of 73.58 feet to the True Point of Beginning.

**Parcel D - Parcel #23 19 05 110 550**

A parcel of land located in Northeast quarter of Section 5, Township 23 North, Range 19 East W.M. more particularly described as follows:  
Beginning center of said Section 5, a 3 inch aluminum cap in monument case, thence North 02°35'13" West along the center section line a distance of 1377.68 feet to a rebar in a monument case located on the North-South center of section line; thence South 88°11'08" East a distance of 658.53 feet to the Southwest corner of Lot 13, Willowdale Addition to Cashmere, Chelan County, Washington according to the plat thereof recorded in Volume 3 of Plats, Page 53; thence continuing South 88°11'08" East a distance of 608.31 feet to a point on the Southerly right of way of Mill Road; thence along said right of way, South 68° 55' 10" East a distance of 58.21 feet; thence continuing along said right of way, South 89° 40' 49" East 97.43 feet; thence leaving said right of way, North 00° 53' 45" East a distance of 40.09 feet to a point on the Northerly right of way of said Mill Road and the True Point of Beginning; thence along said right of way, thence South 89°40'22" East for a distance of 541.65 feet; thence leaving said right of way, North 30°16'50" East for a distance of 112.68 feet;  
thence North 89°40'22" West for a distance of 596.94 feet;  
thence South 00°53'45" West for a distance of 97.63 feet to the True Point of Beginning.

**Parcel E - Parcel #23 19 05 110 600**

A parcel of land located in Northeast quarter of Section 5, Township 23 North, Range 19 East W.M. more particularly described as follows:  
Beginning center of said Section 5, a 3 inch aluminum cap in monument case, thence North 02°35'13" West along the center section line a distance of 1377.68 feet to a rebar in a monument case located on the North-South center of section line; thence South 88°11'08" East a distance of 658.53 feet to the Southwest corner of Lot 13, Willowdale Addition to Cashmere, Chelan County, Washington according to the plat thereof recorded in Volume 3 of Plats, Page 53; thence continuing South 88°11'08" East a distance of 608.31 feet to a point on the Southerly right of way of Mill Road; thence along said right of way, South 68° 55' 10" East a distance of 58.21 feet; thence continuing along said right of way, South 89° 40' 49" East 97.43 feet; thence leaving said right of way, North 00° 53' 45" East a distance of 40.09 feet to a point on the Northerly right of way of said Mill Road; thence leaving said right of way, North 00°53'45" East a distance of 203.29 feet; thence North 00°56'36" East a distance of 179.41 feet to a point on the Southerly right of way of Sunset Highway, known as Old SR 2, thence South 00° 50' 34" West a distance of 61.51 feet to the Northerly right of way of said Sunset Highway; thence along said right of way, South 76°26'01" East for a distance of 696.99 feet to the True Point of Beginning  
thence continuing South 76°26'01" East for a distance of 206.45 feet;

thence North  $35^{\circ}37'51''$  East for a distance of 137.41 feet to a point on the Southerly line of the Burlington Northern Santa Fe Railroad right of way; thence along said right of way, North  $79^{\circ}43'48''$  West for a distance of 259.61 feet; thence leaving said right of way, South  $12^{\circ}59'54''$  West for a distance of 112.42 feet to the True Point of Beginning.

**Parcel F - Parcel #23 19 05 110 650**

A parcel of land located in Northeast quarter of Section 5, Township 23 North, Range 19 East W.M. more particularly described as follows:  
Beginning center of said Section 5, a 3 inch aluminum cap in monument case, thence North  $02^{\circ}35'13''$  West along the center section line a distance of 1377.68 feet to a rebar in a monument case located on the North-South center of section line; thence South  $88^{\circ}11'08''$  East a distance of 658.53 feet to the Southwest corner of Lot 13, Willowdale Addition to Cashmere, Chelan County, Washington according to the plat thereof recorded in Volume 3 of Plats, Page 53; thence continuing South  $88^{\circ}11'08''$  East a distance of 608.31 feet to a point on the Southerly right of way of Mill Road; thence along said right of way, South  $68^{\circ}55'10''$  East a distance of 58.21 feet; thence continuing along said right of way, South  $89^{\circ}40'49''$  East 97.43 feet; thence leaving said right of way, North  $00^{\circ}53'45''$  East a distance of 40.09 feet to a point on the Northerly right of way of said Mill Road; thence along said right of way, thence South  $89^{\circ}40'22''$  East for a distance of 541.65 feet to the True Point of Beginning  
thence continuing along said right of way, South  $89^{\circ}40'22''$  East for a distance of 149.75 feet;  
thence leaving said right of way, North  $35^{\circ}37'51''$  East for a distance of 232.07 feet;  
thence North  $76^{\circ}26'01''$  West for a distance of 158.06 feet;  
thence South  $30^{\circ}16'50''$  West for a distance of 30.00 feet;  
thence South  $30^{\circ}16'50''$  West for a distance of 117.69 feet;  
thence South  $30^{\circ}16'50''$  West for a distance of 112.68 feet to the True Point of Beginning.

**Parcel G - Parcel #23 19 05 141 200**

A parcel of land located in Northeast quarter of Section 5, Township 23 North, Range 19 East W.M. more particularly described as follows:  
Beginning center of said Section 5, a 3 inch aluminum cap in monument case, thence North  $02^{\circ}35'13''$  West along the center section line a distance of 1377.68 feet to a rebar in a monument case located on the North-South center of section line; thence South  $88^{\circ}11'08''$  East a distance of 658.53 feet to the Southwest corner of Lot 13, Willowdale Addition to Cashmere, Chelan County, Washington according to the plat thereof recorded in Volume 3 of Plats, Page 53; thence continuing South  $88^{\circ}11'08''$  East a distance of 608.31 feet to a point on the Southerly right of way of Mill Road; thence along said right of way, South  $68^{\circ}55'$

10" East a distance of 58.21 feet; thence continuing along said right of way, South 89° 40' 49" East 245.48 feet to the True Point of Beginning ;  
thence continuing along said right of way, South 89°40'49" East for a distance of 266.91 feet;  
thence leaving said right of way, South 11°17'12" West for a distance of 110.39 feet;  
thence North 81°26'47" West for a distance of 46.52 feet;  
thence South 08°55'02" West for a distance of 96.39 feet;  
thence North 81°03'57" West for a distance of 9.03 feet;  
thence South 06°47'43" West for a distance of 90.68 feet;  
thence South 49°40'00" West for a distance of 221.28 feet;  
thence North 19°53'43" West for a distance of 135.42 feet;  
thence 104.04 feet along a non-tangent curve to the left, having a radius of 100.00 feet, a central angle of 59°36'33.84", with a chord bearing of North 29°55'36" East for a chord distance of 99.41 feet;  
thence North 00°07'19" East for a distance of 216.42 feet to the True Point of Beginning.

**Parcel H - Parcel #23 19 05 110 150**

A parcel of land located in Northeast quarter of Section 5, Township 23 North, Range 19 East W.M. more particularly described as follows:  
Beginning center of said Section 5, a 3 inch aluminum cap in monument case, thence North 02°35'13" West along the center section line a distance of 1377.68 feet to a rebar in a monument case located on the North-South center of section line ; thence South 88°11'08" East a distance of 658.53 feet to the Southwest corner of Lot 13, Willowdale Addition to Cashmere, Chelan County, Washington according to the plat thereof recorded in Volume 3 of Plats, Page 53; thence continuing South 88°11'08" East a distance of 608.31 feet to a point on the Southerly right of way of Mill Road to the True Point of Beginning;  
thence continuing along said right of way, South 68°55'10" East for a distance of 58.21 feet;  
thence continuing along said right of way, South 89°40'49" East for a distance of 245.48 feet;  
thence leaving said right of way, South 00°07'19" West for a distance of 216.42 feet;  
thence, 104.04 feet along a tangent curve to the right with a radius of 100.00 feet, a central angle of 59°36'33.84", a chord bearing of South 29°55'36" West for a chord distance of 99.41 feet;  
thence South 19°53'43" East for a distance of 135.42 feet;  
thence South 34°21'29" West for a distance of 112.52 feet;  
thence South 30°36'35" West for a distance of 144.97 feet;  
thence South 39°10'25" West for a distance of 69.91 feet;  
thence North 72°43'24" West for a distance of 141.82 feet;

thence North  $00^{\circ}34'35''$  East for a distance of 687.45 feet;  
thence South  $68^{\circ}55'10''$  East for a distance of 15.81 feet to the True Point of Beginning.

**Parcel I - Parcel #23 19 05 141 250**

A parcel of land located in Northeast quarter of Section 5, Township 23 North, Range 19 East W.M. more particularly described as follows:  
Beginning center of said Section 5, a 3 inch aluminum cap in monument case, thence North  $02^{\circ}35'13''$  West along the center section line a distance of 1377.68 feet to a rebar in a monument case located on the North-South center of section line ; thence South  $88^{\circ}11'08''$  East a distance of 658.53 feet to the Southwest corner of Lot 13, Willowdale Addition to Cashmere, Chelan County, Washington according to the plat thereof recorded in Volume 3 of Plats, Page 53; thence continuing South  $88^{\circ}11'08''$  East a distance of 608.31 feet to a point on the Southerly right of way of Mill Road; thence along said right of way, North  $68^{\circ}55'10''$  West for a distance of 15.81 feet to the True Point of Beginning; thence along said right of way, North  $68^{\circ}55'10''$  West for a distance of 65.62 feet; thence North  $48^{\circ}49'36''$  West for a distance of 92.30 feet; thence North  $31^{\circ}39'28''$  West for a distance of 140.82 feet; thence leaving said right of way, South  $01^{\circ}08'16''$  East for a distance of 336.79 feet; thence South  $30^{\circ}25'15''$  West for a distance of 346.34 feet; thence South  $41^{\circ}38'17''$  East for a distance of 122.55 feet; thence South  $28^{\circ}35'00''$  East for a distance of 43.16 feet; thence South  $52^{\circ}07'38''$  East for a distance of 77.57 feet; thence South  $53^{\circ}36'52''$  East for a distance of 95.34 feet; thence South  $58^{\circ}32'27''$  East for a distance of 64.18 feet; thence North  $81^{\circ}20'42''$  East for a distance of 72.40 feet; thence North  $00^{\circ}34'35''$  East for a distance of 687.45 feet to the True Point of Beginning.

**Parcel K – Parcel #23 19 05 924 070**

A parcel of land located in Northeast quarter of Section 5, Township 23 North, Range 19 East W.M. more particularly described as follows:

Beginning center of said Section 5, a 3 inch aluminum cap in monument case, thence North 02°35'13" West along the center section line a distance of 1377.68 feet to a rebar in a monument case located on the North-South center of section line ; thence South 88°11'08" East a distance of 658.53 feet to the Southwest corner of Lot 13, Willowdale Addition to Cashmere, Chelan County, Washington according to the plat thereof recorded in Volume 3 of Plats, Page 53 and the True Point of Beginning;

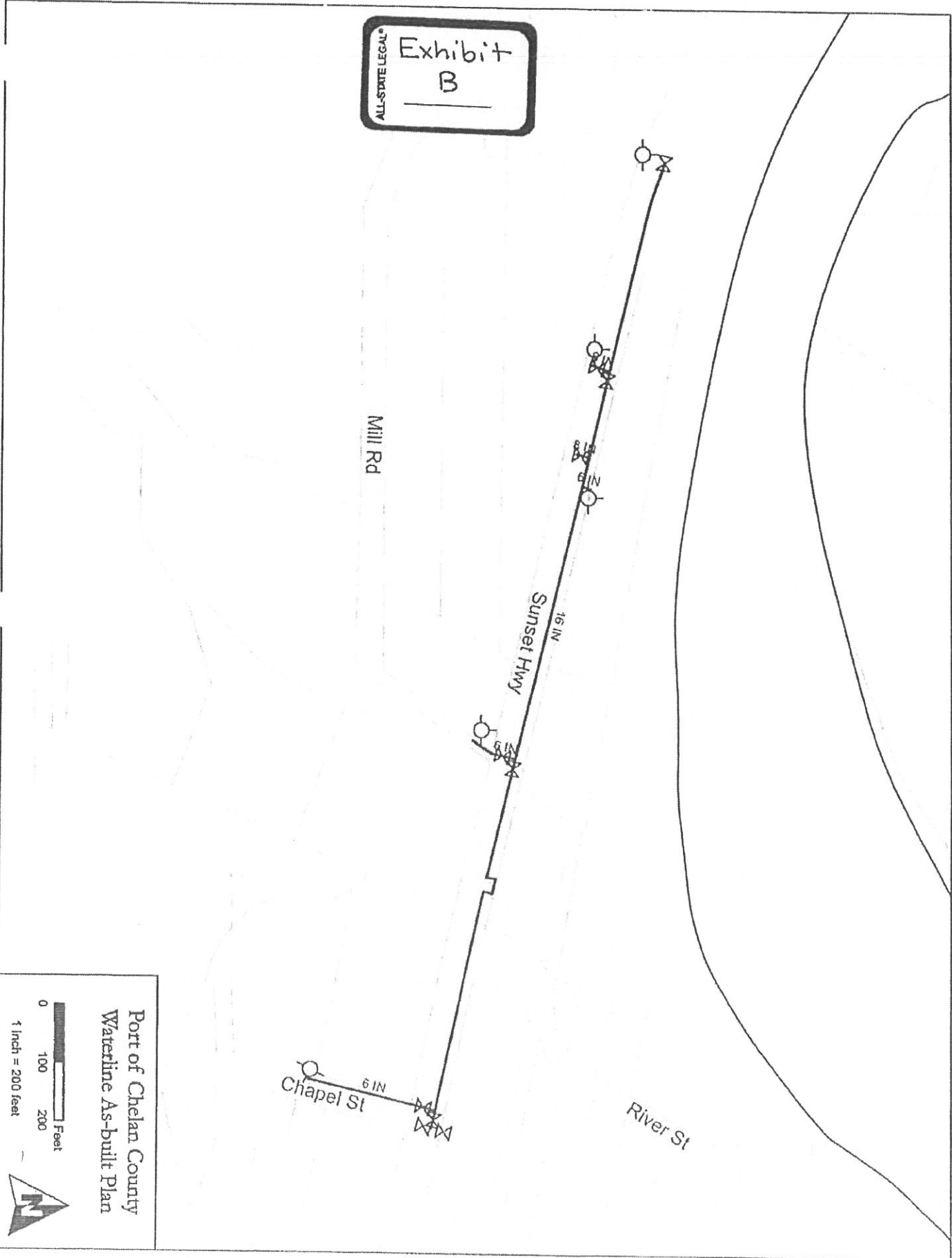
thence North 05°55'35" West for a distance of 219.75 feet;  
thence North 84°08'11" East for a distance of 86.03 feet to the True Point of Beginning;

True Point of Beginning;

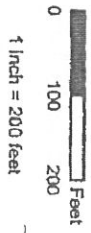
thence North 84°08'11" East for a distance of 293.40 feet;  
thence South 31°39'28" East for a distance of 66.13 feet;  
thence South 01°08'16" East for a distance of 336.79 feet;  
thence South 30°25'15" West for a distance of 346.34 feet;  
thence North 59°52'44" West for a distance of 90.16 feet;  
thence North 27°30'40" West for a distance of 52.13 feet;  
thence North 23°25'42" West for a distance of 88.02 feet;  
thence North 12°16'11" West for a distance of 76.96 feet;  
thence North 02°59'54" East for a distance of 108.21 feet;  
thence North 06°19'42" East for a distance of 66.93 feet;  
thence North 28°36'23" West for a distance of 47.96 feet;  
thence North 00°17'35" West for a distance of 59.26 feet;  
thence North 02°22'49" East for a distance of 138.43 feet to the True Point of Beginning.



ALL-STATE LEGAL®  
Exhibit  
B



Port of Chelan County  
Waterline As-built Plan



ALL-STATE LEGAL®  
Exhibit  
C

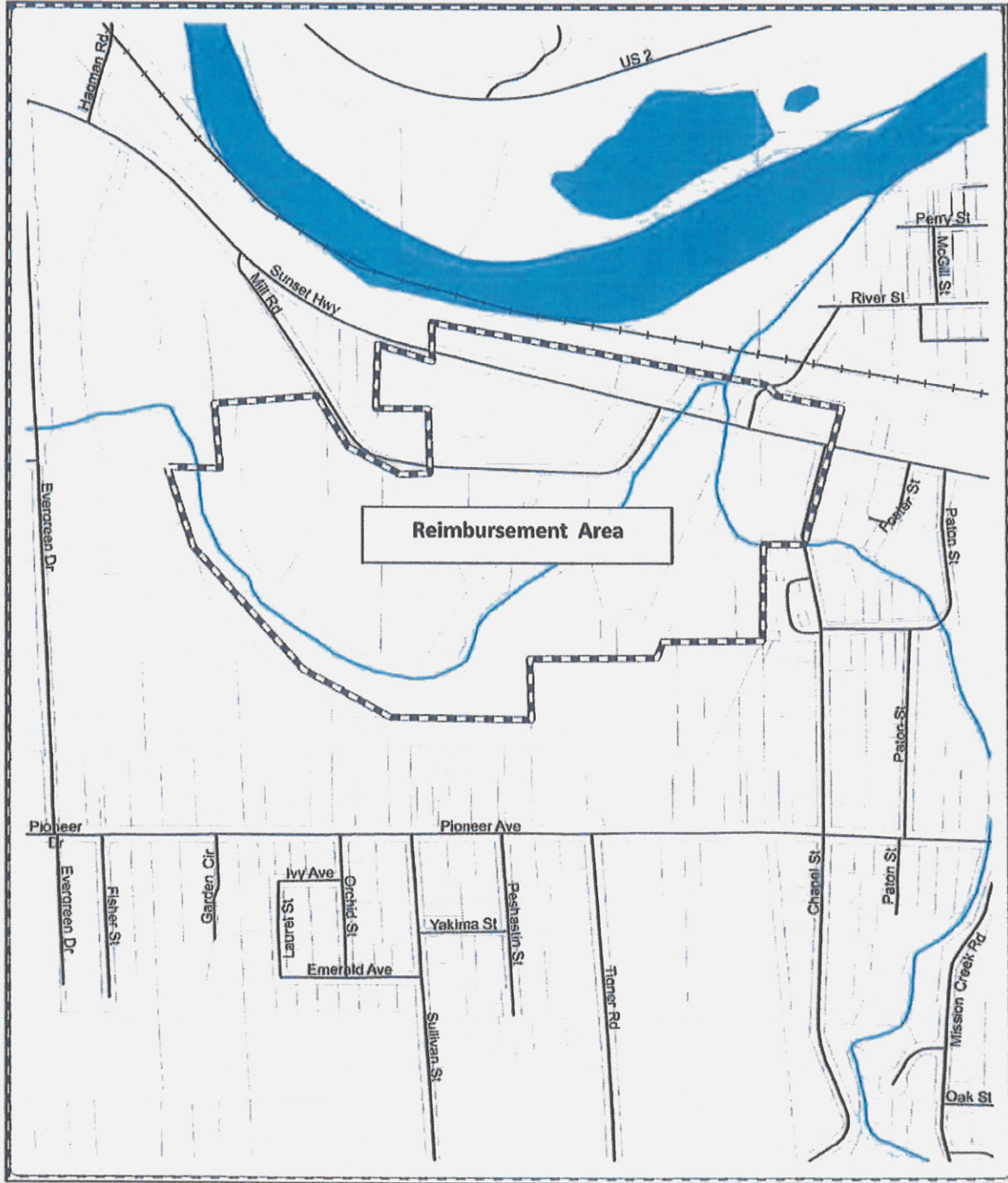
Item No.	Total Quantity	Unit	Description	Group 2 Port Water		Extended Cost	
				Water Improvements Station 7*00 to 24+50	Low Bidder Seiland		
1	1	L.S.	MOBILIZATION	12.41%	\$	\$ 90,000.00	\$ 11,169.18
32	1,615	L.F.	DUCTILE IRON PIPE FOR WATER MAIN 18 IN. DIAM.	1815	\$	\$ 80.00	\$ 129,200.00
33	134	L.F.	PRE-INSULATED DI PIPE FOR WATER MAIN 12 IN. DIAM.	134	\$	\$ 260.00	\$ 34,840.00
34	10	L.F.	DUCTILE IRON PIPE FOR WATER MAIN 10 IN. DIAM.	10	\$	\$ 45.00	\$ 450.00
35	240	L.F.	DUCTILE IRON PIPE FOR WATER MAIN 8 IN. DIAM.	240	\$	\$ 65.00	\$ 15,600.00
36	119	L.F.	DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM.	119	\$	\$ 45.00	\$ 5,355.00
37	4	EACH	GATE VALVE 18 IN.	4	\$	\$ 7,500.00	\$ 30,000.00
38	2	EACH	GATE VALVE 10 IN.	2	\$	\$ 3,000.00	\$ 6,000.00
39	5	EACH	GATE VALVE 8 IN.	5	\$	\$ 1,600.00	\$ 8,000.00
40	4	EACH	GATE VALVE 6 IN.	4	\$	\$ 1,500.00	\$ 6,000.00
41	1	EACH	AIR RELEASE AND VACUUM VALVE ASSEMBLY 2 IN.	1	\$	\$ 3,000.00	\$ 3,000.00
42	6	EACH	HYDRANT ASSEMBLY	6	\$	\$ 3,500.00	\$ 21,000.00
43	1	EACH	SERVICE CONNECTION 3/4 IN. DIAM. FOR WATER MAIN	1	\$	\$ 1,400.00	\$ 1,400.00
44	3	EACH	SERVICE CONNECTION 1 IN. DIAM. FOR WATER MAIN	3	\$	\$ 2,000.00	\$ 6,000.00
45	4	EACH	SERVICE CONNECTION 1 1/2 IN. DIAM. FOR WATER MAIN	4	\$	\$ 2,300.00	\$ 9,200.00
46	3	EACH	SERVICE CONNECTION 2 IN. DIAM. FOR WATER MAIN	3	\$	\$ 3,000.00	\$ 9,000.00
47	1	L.S.	CONNECTION TO EXISTING MAIN - DETAIL A	100%	\$	\$ 1,500.00	\$ 1,500.00
48	1	L.S.	CONNECTION TO EXISTING MAIN - DETAIL B	100%	\$	\$ 5,000.00	\$ 5,000.00
49	1	L.S.	CONNECTION TO EXISTING MAIN - DETAIL C	100%	\$	\$ 4,000.00	\$ 4,000.00
50	1	L.S.	AIR RELEASE VAULT	100%	\$	\$ 60,000.00	\$ 60,000.00
51	1	EACH	RESETTING EXISTING HYDRANT	1	\$	\$ 1,500.00	\$ 1,500.00
75	5,500	DOL	EROSION/WATER POLLUTION CONTROL	1000	\$	\$ 1.00	\$ 1,000.00
96	1	L.S.	PEDESTAL CONTROL AND PROTECTION	20.00%	\$	\$ 500.00	\$ 100.00
97	1	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	18.67%	\$	\$ 10,000.00	\$ 1,848.79
98	1	L.S.	SHORING OR EXTRA EXCAVATION CLASS B	17.65%	\$	\$ 1,000.00	\$ 176.47
99	1	L.S.	TRENCH DEWATERING	21.43%	\$	\$ 2,900.00	\$ 553.71
132	50,000	DOL	UNKNOWN UTILITY REPAIR	10000	\$	\$ 1.00	\$ 10,000.00
133	1	L.S.	ABANDONMENT OF TERMINATED WATER FACILITIES	100%	\$	\$ 2,500.00	\$ 2,500.00



Subtotal \$ 385,413.16  
 Tax (8.1%) \$ 31,218.47  
 Total \$ 416,631.62  
 Design Engineering \$ 36,953.00  
 Construction Engineering (EST) \$ 57,400.00  
 Total Projected System Cost \$ 512,984.62

Construction costs from BID TABS 8/13/11  
 Design Engineering  
 Construction Engineering (EST)  
 Total Projected System Cost

Exhibit "D"  
Reimbursement Area



**EXHIBIT E**  
**REIMBURSEMENT ASSESSMENT LIST**

Map ID	Parcel Number	Owner	Address	Square Footage (sq. ft.)	Total Reimbursement Assessment
D	231905110400	Chelan County PUD	Chelan County PUD P.O. Box 1231 Wenatchee, WA. 98807	15,681.6	\$4,272.89
E	231905110200	Mt. Cashmere Properties	2833 Euclid Ave Wenatchee, WA. 98815	73,616.4	\$20,058.84
F	231905110300	American Legion	P.O. Box 832 Cashmere, WA. 98815	33,541.2	\$9,139.24
G	231904220450	American Legion	P.O. Box 832 Cashmere, WA. 98815	21,780	\$5,934.57
H	231904220100	Crunch Pak	300 Sunset Highway Cashmere, WA. 98815	22,215.6	\$6,053.26
I	231905140400	Karen Bray	5295 Sunset Highway Cashmere, WA. 98815	121,096.8	\$32,996.98
J	231904231600	Mt. Cashmere Properties	2833 Euclid Ave Wenatchee, WA. 98815	46,609.2	\$12,699.98
K	231905140300	Shirley O Gardner	5325 Sunset Highway Cashmere, WA. 98815	82,764	\$22,551.36
L	231905140350	Jose A Vasquez	5335 Sunset Highway Cashmere, WA. 98815	53,143.2	\$14,480.35
M	231905140500	David Limbeck	P.O. Box 743 Cashmere, WA. 98815	20,037.6	\$5,459.80
N	231905140550	David Limbeck	P.O. Box 743 Cashmere, WA. 98815	12,632.4	\$3,442.05
O	231905141150	Thomas Gray	5405 Mill Road Cashmere, WA. 98815	139,827.6	\$38,099.93
P	231905130100	Winnifred Blythe	5465 Mill Road Cashmere, WA. 98814	33,105.6	\$9,020.54
Q	231905140150	Thomas Gray	5405 Mill Road Cashmere, WA. 98815	84,070.8	\$22,907.43
R	231905110350	City of Cashmere	101 Woodring Street Cashmere, WA. 98815	23958	\$6,528.03
S	231905140450	Karen Bray	5295 Sunset Highway Cashmere, WA. 98815	35,719.2	\$9,732.69
				<b>TOTAL</b>	<b>\$223,377.16</b>

The assessments set forth in the above table were calculated based upon the total square footage of the reimbursement area, plus an additional 67,517.6 sq. feet of developed property not included in the reimbursement area designated properties, but benefited by the Port of Chelan County (Port) water improvements that are the subject of the Agreement. As a result, the amounts owed by each property as identified above are proportionately lower than the amounts identified in the public hearing notice.

The Port shall not be reimbursed for more than the actual cost of improvements less the benefits to the Port. The maximum reimbursement to which the Port is entitled is \$223,377.16. The maximum reimbursement value is based upon the total approved cost of \$512,984 less the benefit to the Port in the amount of \$271,209.78, and less

EXHIBIT E

Page 1 of 2

{CDZ1276417.DOCX;1/0W834.010011/ }

the proportional amounts that would have been assessed to the 67,517.6 sq. feet of property (four parcels) omitted from the reimbursement area.

Map ID	Parcel Number	Owner	Address	Square Footage (sq. ft.)	Benefit to Port
A	231905924070 231905141250 231905141200 231905110150	Port of Chelan County	238 Olds Station Rd. STE A Wenatchee, WA. 98801	640,332	\$174,476.32
B	231905925010 231905924005 231905110550 231905110650	Port of Chelan County	238 Olds Station Rd. STE A Wenatchee, WA. 98801	262,231	\$71,452.15
C	231905110500 231905110600	Port of Chelan County	238 Olds Station Rd STE A Wenatchee, WA. 98801	92,783	\$25,281.32
				<b>TOTAL</b>	<b>\$271,209.78</b>



# 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.**



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

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

*Sent Via: US Mail and Email*

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

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 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

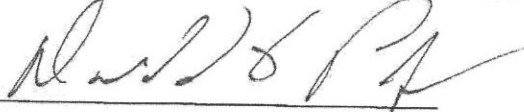
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To: Mr. Bob Schmidt, City of Cashmere  
Owner

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



**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
						% of Units Complete	Amount Earned	% of Units Complete	Amount Earned	% of 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	\$ 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	\$ 12,500.00
3	Lagoon Cell No. 2 Biosolids Removal and Hauling	CY	7400	\$ 236.00	\$ 2,360,000.00	7.40%	\$ 236,000.00	0.00%	\$ -	7.40%	\$ 236,000.00	\$ 2,360,000.00
4	Unscheduled Excavation	CY	800	\$ 22.00	\$ 17,600.00	51.40%	\$ 11,208.00	0.00%	\$ -	51.40%	\$ 11,208.00	\$ 17,600.00
5	Unscheduled Backfill	TONS	68	\$ 33.50	\$ 2,278.00	92.47%	\$ 2,134.75	0.00%	\$ -	92.47%	\$ 2,134.75	\$ 2,278.00
6	Wastewater Treatment Facility (see breakdowns attached)	LS	1	\$ 10,699,339.00	\$ 10,699,339.00	99.46%	\$ 10,642,666.31	0.54%	\$ 57,272.70	100.00%	\$ 10,699,339.00	\$ 10,699,339.00
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	\$ 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	\$ 180,500.00
9	Melt Filter Press	LS	3	\$ 210,000.00	\$ 210,000.00	85.00%	\$ 178,500.00	15.00%	\$ 31,500.00	100.00%	\$ 210,000.00	\$ 210,000.00
10	Flow Screens	LS	1	\$ 99,482.00	\$ 99,482.00	100.00%	\$ 99,482.00	0.00%	\$ -	100.00%	\$ 99,482.00	\$ 99,482.00
11	HMA CL 309 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	\$ 46,913.88
12	Minor Change - See Breakdown Below	FA	1	\$ 200,000.00	\$ 200,000.00	51.50%	\$ 103,000.00	0.00%	\$ -	51.50%	\$ 103,000.00	\$ 200,000.00
<b>Contract Subtotal at Award</b>					<b>\$ 12,085,806.00</b>		<b>\$ 11,781,434.34</b>		<b>\$ 217,368.66</b>		<b>\$ 11,998,742.94</b>	

Additional Items												
Minor Changes												
Item	Description	Unit	QTY	Unit Price	Total Price	% of Units Complete	Amount Earned	% of Units Complete	Amount Earned	% of Units Complete	Amount Earned	
CPK 001	Clearcut on Temp. Bypass (1 cleavest installed)	LS	1	\$ 2,704.00	\$ 2,704.00	100.00%	\$ 2,704.00	100.00%	\$ 2,704.00	100.00%	\$ 2,704.00	
CPK 002	Basin Over Excavation Fabric	LS	1	\$ 1,551.00	\$ 1,551.00	100.00%	\$ 1,551.00	100.00%	\$ 1,551.00	100.00%	\$ 1,551.00	
CPK 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	
CPK 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	
CPK 005	Additional Survey	LS	1	\$ 717.00	\$ 717.00	100.00%	\$ 717.00	100.00%	\$ 717.00	100.00%	\$ 717.00	
CPK 006	Roof Coating 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)	
CPK 007	Fiber Feed to 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	
CPK 009	Automated Gases (See Change Order #1)	LS	1	\$ 4,993.00	\$ 4,993.00	100.00%	\$ 4,993.00	100.00%	\$ 4,993.00	100.00%	\$ 4,993.00	
CPK 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)	
CPK 011	Electrical Changes from RF1 012	LS	1	\$ 1,090.00	\$ 1,090.00	100.00%	\$ 1,090.00	100.00%	\$ 1,090.00	100.00%	\$ 1,090.00	
CPK 012	Electrical Grounding at UV Building	LS	1	\$ 4,395.00	\$ 4,395.00	100.00%	\$ 4,395.00	100.00%	\$ 4,395.00	100.00%	\$ 4,395.00	
CPK 013	Electric Openers for Main Doors	LS	1	\$ 7,392.00	\$ 7,392.00	100.00%	\$ 7,392.00	100.00%	\$ 7,392.00	100.00%	\$ 7,392.00	
CPK 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	
CPK 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	
CPK 016	Irrigation System	LS	1	\$ 1,406.00	\$ 1,406.00	100.00%	\$ 1,406.00	100.00%	\$ 1,406.00	100.00%	\$ 1,406.00	
CPK 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	
CPK 019	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	
CPK 020	DAF Hopper Sensor	LS	1	\$ 717.00	\$ 717.00	100.00%	\$ 717.00	100.00%	\$ 717.00	100.00%	\$ 717.00	
CPK 021	Electrical Changes from RF1 012	LS	1	\$ 3,228.00	\$ 3,228.00	100.00%	\$ 3,228.00	100.00%	\$ 3,228.00	100.00%	\$ 3,228.00	
CPK 023	Generator	LS	1	\$ 678.00	\$ 678.00	100.00%	\$ 678.00	100.00%	\$ 678.00	100.00%	\$ 678.00	
CPK 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	
CPK 024	Force Acreux - Retainage Total	LS	1	\$ -	\$ -	100.00%	\$ -	100.00%	\$ -	100.00%	\$ -	
<b>Total Minor Changes</b>					<b>\$ 198,368.27</b>		<b>\$ 198,368.27</b>		<b>\$ 198,368.27</b>		<b>\$ 198,368.27</b>	
<b>Change Orders</b>					<b>\$ 37,774.00</b>		<b>\$ 37,774.01</b>		<b>\$ (0.01)</b>		<b>\$ 37,774.00</b>	
CO 001	Beds Over Excavation Fabric - 2 day addition to contract only	LS	1	\$ -	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	
CO 002	Automated Gases (CPR 009)	LS	1	\$ 37,774.00	\$ 37,774.00	100.00%	\$ 37,774.01	100.00%	\$ (0.01)	100.00%	\$ 37,774.00	
<b>Subtotal (including change orders)</b>					<b>\$ 12,122,974.00</b>		<b>\$ 11,819,208.95</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>\$ (10,885.40)</b>		<b>\$ (601,825.83)</b>	
<b>ESTIMATED PROJECT SALES TAX (8.2% as of October 2012)</b>					<b>\$ 994,067.47</b>		<b>\$ 986,473.38</b>		<b>\$ 17,819.26</b>		<b>\$ 986,292.64</b>	
<b>REDUCTION OF PAYMENT FOR REIMBURSEMENT TO OWNER FOR REVIEW (PER SC 6.08E)</b>					<b>\$ -</b>		<b>\$ (7,149.20)</b>		<b>\$ -</b>		<b>\$ (7,149.20)</b>	
<b>PAYMENT DUE TO CONTRACTOR</b>					<b>\$ 12,116,841.47</b>		<b>\$ 12,189,572.60</b>		<b>\$ 234,261.85</b>		<b>\$ 12,413,834.45</b>	

**PAYMENT TO CONTRACTOR THIS ESTIMATE (ORIGINAL CONTRACT) \$ 224,261.85**

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

Change Order #3 (After Original Contract Retainage Paid)											
Change Orders											
Item	Description	Unit	QTY	Unit Price	Total Price	% of Units Complete	Amount Earned	% of Units Complete	Amount Earned	% of Units Complete	Amount Earned
CO 003	Class P Retainage	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 6.08E)</b>					<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
<b>PAYMENT DUE TO CONTRACTOR</b>					<b>\$ 899,866.60</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>
<b>PAYMENT TO CONTRACTOR THIS ESTIMATE (CHANGE ORDER #3)</b>					<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>		<b>\$ -</b>

Final Contract Amount											
<b>Subtotal (including change orders)</b>					<b>\$ 12,954,074.00</b>		<b>\$ 11,819,208.95</b>		<b>\$ 217,307.99</b>		<b>\$ 12,036,516.94</b>
<b>TOTAL RETAINAGE (5.0%)</b>					<b>\$ (647,783.70)</b>		<b>\$ (590,960.45)</b>		<b>\$ (10,885.40)</b>		<b>\$ (601,825.83)</b>
<b>ESTIMATED PROJECT SALES TAX (8.2% as of October 2012)</b>					<b>\$ 1,062,134.00</b>		<b>\$ 1,048,313.38</b>		<b>\$ 17,819.26</b>		<b>\$ 1,066,292.64</b>
<b>REDUCTION OF PAYMENT FOR REIMBURSEMENT TO OWNER FOR REVIEW (PER SC 6.08E)</b>					<b>\$ -</b>		<b>\$ (7,149.20)</b>		<b>\$ -</b>		<b>\$ (7,149.20)</b>
<b>PAYMENT DUE TO CONTRACTOR</b>					<b>\$ 14,016,388.07</b>		<b>\$ 12,189,572.60</b>		<b>\$ 234,261.85</b>		<b>\$ 12,413,834.45</b>
<b>TOTAL PAYMENT TO CONTRACTOR THIS ESTIMATE</b>					<b>\$ 224,261.85</b>		<b>\$ 224,261.85</b>		<b>\$ 224,261.85</b>		<b>\$ 224,261.85</b>

**Contractor's Certifications:**  
 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 interests 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. *[Signature]* Date 1/06/2015

Owner Signature, City of Cashmere *[Signature]* Date 1/8/15

Project Manager, R+E Engineering *[Signature]* Date 1/8/2015

Funding Agency, Rural Development (as necessary for review purposes only - not required) \_\_\_\_\_ Date \_\_\_\_\_

**Addendum A: Please List all Subcontractors and Sub-tiers Below**

This addendum can be submitted in other formats.

Provide known affidavits at this time. **No L&I release will be granted until all affidavits are listed.**

Subcontractor's Name:	UBI Number: (Required)	Affidavit ID*
Advanced Fireproofing/Insul Co	600585090	506444
All Valley Sheet Metal Inc.	602085580	535819
Beatley Construction	602948265	514170
Burke Cement Contractors	601768159	545472
Central Washington Asphalt Inc.	600452097	542765
Community Glass Company Inc.	601359438	481973
Continental Door Co., LLC	602381864	523505
CPM Development Corporation	601006854	525633
Custom Tile & Marble Inc.	601597107	476004
DKB Inc.	601878831	541007
Fairweather Masonry Co. Inc.	600107328	540038
George Goddard Inc.	578051563	524169
Gerdau Reinforcing Steel	603194784	542918
Gridline Construction LLC	603226193	518284
Idaho Fence Company	602897333	524579
Inside Design Inc.	600150506	537095
Jacobsen Transportation	601196470	446651
Ken Manson Installations	601898100	495591
Mattila Painting Inc.	601049692	543159
Northwest Geodimensions Inc.	601673866	476660
Northwest Lining/Geotxtl Prd Inc	600343034	523737
Peet Plumbing Inc.	600344359	524153
Pipkin Construction	601518931	408746
Ponderosa Contracting	602195880	494660
QCC Quality Controls Corp.	602094803	540639
Riverway Construction LLC	602511311	545982
Scientific Lab Technology Inc.	602333789	543039
Smith Excavation	602455594	543151
Stripe Rite Inc.	601048084	525138
T&T Construction	601694183	523139
Testcomm LLC	601744020	540601
VECA Electric Co. Inc.	601190731	548650
Wells & Wade Mechanical	601663468	548529
Yard Works Landscape & Irrigation Inc.	601949556	520703

For tax assistance or to request this document in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711.



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



**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

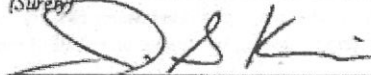
, OWNER,

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)*

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.

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

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.

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.



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.

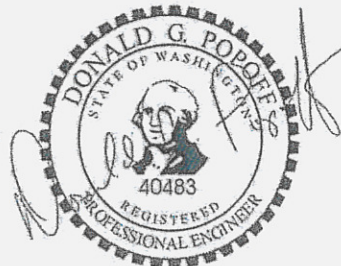
A tentative punch list of remaining items that need to be completed is attached to this letter, along with your Certificate of Substantial Completion. Please let me know when these items are completed, provide me with your final pay estimate, and we will start processing paperwork for final completion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

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

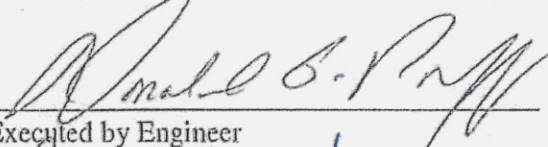
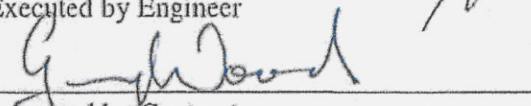
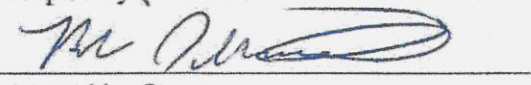
CA WWTF - Working Punchlist VECA - 20140909

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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

## 2015 AGREEMENT FOR EMERGENCY SERVICES

This Agreement entered into this 20<sup>th</sup> day of Jan., 2015, by and between the CITY OF CASHMERE, hereafter referred to as the Contractee, and CHELAN COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT, hereafter referred to as CHELAN COUNTY.

WITNESS:

The **Contractee** understands and agrees that **Chelan County** will provide services to the **Contractee** for compliance with Title III of the Superfund Amendment and Reauthorization Act and develop a Comprehensive Emergency Management Plan and program and other emergency operational functions herein described, and as required in Revised Code of Washington, Chapter 38.52, for the Contractee.

### I Services to be provided

**Chelan County** shall provide the necessary equipment and personnel to establish operational plans and programs in cooperation with the **Contractee** as follows:

1. To provide for the continuing compliance with Title III of the Superfund Amendment and Reauthorization Act.
2. To provide an Emergency Services organization and coordinate the operational and support activities for periods before, during and after an emergency and or disaster.
3. To coordinate local Emergency Services planning with the Federal Government, the State of Washington, neighboring counties, military organizations and other support agencies.
4. To provide for the effective utilization of resources within, or from outside the **Contractee** to minimize the effects of disaster and to request assistance, as needed, through established emergency services channels.
5. To recruit, register and identify personnel and provide for compensation coverage for volunteers who suffer injury or equipment loss as a result of emergency services duty.
6. To provide emergency and disaster control and coordination either on-scene or through the emergency operations center.
7. To develop a system for warning the general public of the **Contractee** and to provide for information and guidance to the general public.
8. To provide, on request, support for emergency operations, such as, hazardous material incidents, major fires and other disasters.
9. To perform normal office procedures, correspondence and inventories.
10. To coordinate with elected and appointed officials in the **Contractee**.
11. To provide for communications systems capable of meeting emergency operational requirements either on-scene or at the emergency operations center.



II  
RESPONSE TO EMERGENCIES

**Chelan County** shall respond to the **Contractee** emergencies, upon request; from the Mayor or his designee.

III  
COORDINATION WITH CITY OF CASHMERE OFFICIALS

The Mayor or his representative shall serve as liaison and consultant for operational functions between **Chelan County** and the **Contractee** in performance of the contract. All financial commitments and contract agreements shall be approved by the city council of Cashmere.

IV  
ANNUAL PROGRAM

**Chelan County** and the **Contractee** shall develop an annual program and activity schedule which outlines the basic projects and responsibilities each entity has agreed to accomplish during a given time period.

V  
HOLD HARMLESS

Each party shall be legally responsible for the actions of their individual employees and each party shall be solely responsible for meeting all statutory responsibilities of their jurisdiction; provided the **Contractee** agrees to indemnify, defend and hold harmless **Chelan County** from any legal action arising out of Chelan County's assumption of statutory responsibilities for the **Contractee** by virtue of this contract, unless caused by the Department's negligence or breach of this agreement.

**Chelan County** agrees to indemnify, defend and hold harmless the **Contractee** from action arising out of the contractee's assumption of Chelan County's statutory responsibilities for Chelan County by virtue of this contract, unless caused by the **Contractee's** negligence or breach of this agreement.

VI  
COST BASIS FOR SERVICES

On an annual basis, Chelan County will establish the total cost of county Emergency Management Services provided in the prior year. Utilizing the estimated populations of cities, counties, and towns population data from the State of Washington Office of Financial Management Forecasting Division, ([www.ofm.wa.gov](http://www.ofm.wa.gov)), per capita costs of Emergency Management Services costs will be established. This per capita cost of services will be used as the basis for establishing payments for services.

VII  
PAYMENT FOR SERVICES

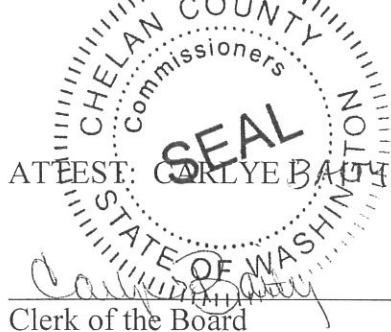
The **Contractee** shall pay to **Chelan County** the sum of eight thousand, one hundred and eighty-seven dollars and twenty cents (\$8,187.20) for services to be provided during the period from January 1 to December 31, 2015, payable in four equal installments of two thousand forty-six dollars and eighty cents (\$2,046.80), due at the end of the first month of each calendar quarter.

This contract expires at midnight, **December 31, 2015**. Both parties agree to renegotiate this contract for continuation of services, unless terminated by either party by giving written notice to the other party 120 days prior to the expiration date of this contract.

IN WITNESS THEREOF; Chelan County and Contractee have executed this agreement as of the date and year written below.

**DATED** at Wenatchee, Washington this 26<sup>th</sup> day of January, 2015.

BOARD OF CHELAN COUNTY COMMISSIONERS



ATTEST: CARLYE BAILEY  
Clerk of the Board

Doug England  
DOUG ENGLAND, COMMISSIONER  
Ron Walter  
RON WALTER, CHAIRMAN  
Keith W. Goehner  
KEITH W. GOEHNER, COMMISSIONER

CITY OF CASHMERE MAYOR:

ATTEST: \_\_\_\_\_  
JEFF GOMES

DIRECTOR CHELAN COUNTY EMERGENCY MANAGEMENT:

Brian Burnett  
SHERIFF BRIAN BURNETT

# Staff Summary

**Date:** February 9, 2015  
**To:** Cashmere City Council  
Mayor Gomes  
**From:** Mark Botello  
**RE:** Selection of Pacific Coast Memorials, Inc for Cashmere Cemetery  
Niche Columbariums

---

The City utilized Small Works Roster Quotes from qualified contractors for three (3) 48-inch columbariums to be located at the Cashmere Cemetery. The following contractors were notified:

- Pacific Coast Memorials, Inc (Everett, WA.)
- Tresco Monument (Spokane, WA.)
- Wilbert Precast (Spokane, WA.)

Pacific Coast Memorial's quote is \$28,016.40, which includes the product, tax and installation. The City crew will install the concrete pad for placement of the Columbariums as per manufactured specifications.

The City budget is \$30,000 for this project and for City portions of work.

**Recommendation:**

Approval of selection of Pacific Coast Memorial's and purchase of subject Columbariums

---



## 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)

JANUARY 8, 2015

### REQUEST FOR SMALL WORKS ROSTER QUOTES:

The City of Cashmere is seeking Small Works Roster Quotes from qualified contractors for three 48-niche columbariums to be located at the Cashmere Cemetery.

### CONTACT INFORMATION:

Bonnie Sollinger is the designated contact person for questions related to this request for quotes. She may be reached at Cashmere City Hall, 101 Woodring Street, Cashmere, WA 98815 or by phone 509-782-3513.

### SEALED QUOTE SUBMITTAL:

Sealed quotes must be submitted on or before 2:00 P.M., Monday, February 2, 2015 to: City of Cashmere, 101 Woodring Street, Cashmere, WA 98815. Late quotes will not be considered. Quotes must be valid for a period of not less than ninety (90) days after the submission deadline. Quotes must represent all costs associated with the project, sales tax, parts, materials and labor (at prevailing wage). Sealed quotes may be hand delivered or mailed.

Sealed quotes will be opened at Cashmere City Hall at 2:01 pm. on Monday, February 2, 2015.

### SCOPE OF WORK:

- Deliver and install three 48-Niche double-sided Columbariums measuring 90" x 34" x 64"
- Columbarium shall be constructed of Memorial Grade A solid Granite in Classic Gray with an outside niche color chosen by the City.
- All exterior and interior pieces shall be constructed of Grade A granite.
- All inside connections shall use both epoxy and suitable stainless steel hardware.
- All outside hardware such as screws and rosettes shall be made from bronze.
- Outside shutters shall be constructed of Memorial Grade A ¾" granite.
- Each columbarium shall include two (2) spare outside shutters in the same color as chosen by the City.
- Columbarium niches shall include inside security shutters with security locks.
- Inside shutters shall be constructed of granite not less than 3/8" thickness in a separate color chosen by the City.
- Each niche shall be a minimum of 12" x 12" x 12" sufficient to contain two (2) standard plastic cremains containers.
- City of Cashmere will prepare site and pour concrete foundations to the specifications of selected contractor.
- Cost to include delivery to cemetery, installation, and lifetime warranty.

### CITY REQUIREMENTS:

- Quote shall include City of Cashmere sales tax (8.2%) when applicable.
- All labor associated with installation shall comply with Washington State Dept. of Labor & Industries prevailing wage requirements.
- Plans for concrete foundations to be poured by the City shall be provided a minimum of 30 days prior to delivery and installation of Columbariums.
- Columbariums to be delivered within sixty (60) days of notice to proceed.
- Contractor must be on, or apply to be on, the City's Small Works Roster. An application to be placed on the Small Works Roster is included in this Quote Packet.

**PREVAILING WAGE FOR PUBLIC WORKS CONTRACTS:**

Prevailing wage requirements apply to this project. Please contact Washington State Department of Labor and Industries for requirements. The following information will be required by the City:

**The City of Cashmere reserves the right to reject all bids if project exceeds budget amount.**

Amount (Including tax) \$27,266.40

Installation \$750

Company Name: **Pacific Coast Memorials, Inc.**

Authorized Representative (print) Chris Green

Authorized Signature:



Dated this 19 day of JANUARY, 2015.



## 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)

The following comments were received during the Public Forum on January 27:

- Change the Celebrate Cashmere name back to Founders Day
  - Hold a pickle ball tournament in Elberta Parking lot
- Turn Cottage/Aplets intersection into a 3-way stop
- Keep recycle center open 24 hours
- Larger playground structure at Riverside Park
- Cashmere needs a parks & rec department (two people)
- There were questions regarding the lagoons and the mulching center

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).



Wenatchee Valley Animal Control  
1474 S. Wenatchee Avenue  
Wenatchee, WA 98801  
509-662-9577  
509-665-7612 (fax)

### City of Cashmere - Quarterly Report 4th Quarter – 2014

#### Animal Control Hours

October	47.25
November	40.00
December	41.25
<b>Total</b>	<b>128.50</b>

#### Number of Investigated Incidents

October	21
November	15
December	10
<b>Total</b>	<b>46</b>

#### Investigations of Interest

Citations Issued	4
Dangerous Dogs	0
Potentially Dangerous Dogs	0
Animal Bites	0

#### Number of Animals Received

Stray Dogs	13	Stray Cats	20	Stray Others	0
Owned Dogs	6	Owned Cats	6	Owned Others	5
<b>Total</b>	<b>19</b>	<b>Total</b>	<b>26</b>	<b>Total</b>	<b>5</b>



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**City of Cashmere  
 2014 Year End Report**

**Animal Control Hours**

**Total 483.75**

**Number of Investigated Incidents**

**238**

**Investigations of Interest**

Citations Issued 12  
 Dangerous Dogs 1  
 Potentially Dangerous Dogs 0  
 Animal Bites 3

**Number of Animals Received**

Stray Dogs	42	Stray Cats	98	Stray Others	0
Owned Dogs	15	Owned Cats	13	Owned Others	22
<b>Total</b>	<b>57</b>	<b>Total</b>	<b>111</b>	<b>Total</b>	<b>22</b>