



City of Cashmere

101 Woodring Street
Cashmere, WA 98815
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CASHMERE CITY COUNCIL MEETING
MONDAY, MARCH 23, 2015 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

ANNOUNCEMENTS & INFORMATION

- Recognize Sabra Siltman for her support of local special Olympic athletes.

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of March 9, 2015 Regular Council Meeting
2. Payroll and Claims Packet Dated March 23, 2015
3. Set Public Hearing Monday April 27, 6:00 p.m. on amendments to Title 17 Zoning Code.

BUSINESS ITEMS

1. Selecting ROC Contracting for the Riverside Park Hydro-Seeding project

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)

**MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY, MARCH 9, 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	

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

Mayor Gomes presented Bob Schmidt with a plaque in appreciation of his more than 33 years of service (1981-2015) to the City of Cashmere.

Councilor Moore stated that the Airport Board is looking into building three more hangers if they can find a solution for moving the well pump house.

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 February 23, 2015 Regular Council Meeting

Payroll and Claims Packet Dated March 9, 2015

Claims Check No. #35430, #35435 and #35437 - #35475 totaling \$60,931.56

Payroll Check No. 35431 – 35434 Totaling 103,109.97

Manual Check No. 35436

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

SELECTION OF 2015 MUNICIPAL ENGINEERING SERVICES

The City published a request for Statements of Qualifications in the City's newspaper of record; the Cashmere Valley Record on February 11, 2015. The City received fourteen (14) SOQ's for general municipal engineering services. After review and scoring of the SOQ's city staff recommends RH2 Engineering for general municipal engineering services for 2015. The existing contract for engineering services will continue.

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

SELECTION OF 2015 MUNICIPAL SURVEYING SERVICES

The City published a request for Statements of Qualifications in the City's newspaper of record; the Cashmere Valley Record on February 11, 2015. The City received one (1) SOQ for general municipal surveying services. City staff recommends Fitzpatrick Surveying for general municipal surveying services for 2015. The existing contract for surveying services will continue.

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

FINAL ACCEPTANCE OF THE RAILROAD AVENUE IMPROVEMENT PROJECT

Physical completion of the project was February 24, 2015. All work and documentation was completed in accordance with the contract plans and specifications. Total contract cost was \$271,997.81.

MOVED by Councilor Moore and seconded by Councilor Sherman to approve final acceptance of the Railroad Avenue Improvement project. Motion carried.

RAFTERS AGREEMENT FOR 2015

The agreement for 2015 was amended to include commercial rafters that not only exit the river onto city property, but also those companies that enter the river from city property.

Mayor Gomes recommended amending Section 8, in the second sentence to add the words "or enter" after the word exit.

MOVED by Councilor Fletcher and seconded by Councilor Abramoski to approve the Rafters Agreement for 2015 with the amendment to Section 8. Motion carried.

ORDINANCE NO. 1241 AMENDING SECTIONS 2.56.050 AND .070 OF THE CMC RELATED TO COMPENSATION OF VOLUNTEER FIREFIGHTERS.

MOVED by Councilor Erickson and seconded by Councilor Fletcher to adopt Ordinance No. 1241 amending Sections 2.56.050 and .070 of the CMC related to compensation of volunteer firefighters. Motion carried.

ORDINANCE NO. 1242 AMENDING SECTIONS IN CHAPTERS 13.01 AND 13.15 OF THE CMC TO PROVIDE FOR TERMINATION OF WASTEWATER SERVICE FOR DELINQUENT ACCOUNTS.

MOVED by Councilor Moore and seconded by Councilor Sherman to adopt Ordinance No. 1242 amending Sections in Chapters 13.01 13.15 of the CMC to provide for termination of wastewater services for delinquent accounts. Motion carried.

RESOLUTION NO. 1-2015 ESTABLISHING SALARIES AND STIPEND FOR MEMBERS OF THE CITY FIRE DEPARTMENT

MOVED by Councilor Moore and seconded by Councilor Fletcher to adopt Resolution No. 1-2015 establishing salaries and stipend for members of the City Fire Department. Motion carried.

RESOLUTION NO. 2-2015 ESTABLISHING FEES RELATED TO TERMINATION OF WASTEWATER SERVICES

MOVED by Councilor Fletcher and seconded by Councilor Abramoski to adopt Resolution No. 2-2015 establishing fees related to termination of wastewater services. Motion carried.

PROGRESS REPORTS

Mayor Gomes reported that there have been very preliminary discussions with the County to run a sewer line for failing septic systems out to Mission Creek and Brender Canyon.

The 9-11 Memorial Committee has received their \$5,000 funding request from Chelan County. They have received several commitments for donations of labor and materials. Ground breaking will take place in a couple of weeks.

Director Bob Schmidt wanted to leave the council with his opinion that they should be proud of the City's workforce. Schmidt thanked the council for their leadership and that he feels good about leaving the City in the mayor's hands.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 7:05 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, Clerk-Treasurer

Staff Summary

Date: March 23, 2015

To: Cashmere City Council
Mayor Gomes

From: Mark Botello

RE: Agreement between City of Cashmere and ROC General
Contracting for Riverside Park Hydro-Seeding & Misc Works

Please see agreement for hydro-seeding and misc work at Riverside Park. Staff will go over this at the Monday Council meeting. This is a budget item

Recommendation:

Staff recommends approval of the agreement between City of Cashmere & ROC General Contracting for Riverside Park hydro-seeding & misc works.

CITY OF CASHMERE

Small Works Construction Contract

Project: Riverside Park Hydro-seeding & Misc Work

THIS CONTRACT is entered into by and between the City of Cashmere, Washington (hereinafter the "City") and **ROC General Contracting, LLC** (hereinafter the "Contractor"), sometimes each individually referred to herein as a "party" or collectively referred to herein as the "parties".

In consideration of the terms and conditions contained herein, the City and Contractor agree as follows:

I. WSDOT STANDARD SPECIFICATIONS

- A. Except as may be otherwise specifically provided in this Contract, the definitions of terms used in this Contract and the other provisions set forth in the Washing State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, 2010 Edition (hereinafter "2010 WSDOT Standard Specifications"), shall apply to the standard of construction of the Project Work by the Contractor and shall apply with respect to all other matters not otherwise specifically identified in this Contract.
- B. The City is the Contracting Agency.

II. PROJECT WORK, PAYMENT, GUARANTEE

- A. The Contractor shall perform all Work and furnish all tools, materials and equipment for the construction for the Project in accordance with and as described in the City Request for bid and the Contractor Proposal and all other plans and specifications on file with the City for the bid amount. The aforementioned documents are by this reference incorporated herein and made a part of this Contract. The bid amount is inclusive of all applicable taxes, including Washington State Sales taxes and is: \$ 4,468.66.
- B. The City shall pay the Contractor for performance of the Project Work according to the City Request for bid and the Contractor Proposal on file with the City.
- C. The Project Work shall start within 45 calendar days after execution of this Contract and the issuance of a notice to proceed by the City. The Project Work shall be completed within 5 calendar/working days from the date of issuance of the notice to proceed by the City.

- D. If the Project Work is not completed within the time specified, the Contractor agrees to pay the City liquidated damages in the sum specified in Section 1.08.9 of the 2010 WSDOT Standard Specifications for each and every working day that Project Work remains uncompleted.
- E. The Contractor shall provide and pay for all equipment and labor required to construct and complete the Project Work. The Contractor shall guarantee the completed Project Work and all components thereof for a period of one year following the Completion Date of the Project Work , except as may be otherwise specifically modified by the City in the City Request for bids, the plans, specification, or other Project Work documents.
- F. Contractor shall be responsible for all temporary functions associated with the Project Work, including but not limited to, lighting, wiring protection, hoisting, scaffolding, rigging, flaggers, drinking water, dust control, storage, ventilation, and heating.

III. PREVAILING WAGE REQUIREMENT

The contractor shall pay prevailing wages for all Project Work and shall comply with Chapters 39.12 and 49.28 RCW. Notice of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of workers. At the completion of the Project the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification. Final payment on the Contract shall be withheld until the City receives certification from the Department of Labor and Industries that prevailing wage requirement have been satisfied.

IV. CONTRACT BOND

The Contractor shall provide a Contract Bond, in a form acceptable to the City, for the faithful performance and payment of all its obligation under this Contract. The Contract Bond shall remain in effect for the repair and replacement of defective equipment, materials, and workmanship and payment of damages sustained by the City on account of any such defects, discovered within one (1) year after the Completion Date.

V. PERMITS AND TAXES

Contractor shall secure and pay for all permits, fees and licenses necessary for the performance of the Project Work. Contractor shall pay any and all applicable federal, state and municipal taxes, including sales taxes associated with performance of the Project Work.

VI. INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, engineers, agents, and volunteers from and against all demands, claims, losses, injuries, damages, liabilities, suits, judgments, attorneys' fees and costs, and other expenses of any kind incurred by the City on account of, relating to, or arising out of Contractor's Work under this Contract, except to the extent such injuries or damages are caused by the negligence of the City.

VII. INSURANCE

- A. The Contractor shall procure and maintain for the duration of the Project Work, and for a period of three (3) years thereafter, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Project Work by the Contractor, its agents, representatives, employees, or subcontractors.
- B. Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. Contractor shall maintain insurance of the types described below:
 - 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 - 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, , stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, an liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance fort liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy. The proof of insurance and identification of the City as an additional insured shall be provided on a form acceptable to the City.
- D. Contractor shall maintain the following minimum insurance limit:
 - 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$1,000,000 products-completed operations aggregate limit.

E. Insurance shall be placed with insurers acceptable to the City.

VIII. GENERAL PROVISIONS

- A. Venue for any legal action arising out of the existence of this Contract shall be in Chelan County Superior Court. Except as specifically provided otherwise herein, in any legal action commenced by either party to this Contract, each party shall pay its own attorney's fees and costs, regardless of the outcome.
- B. This Contract contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings between the parties with respect thereto. This Contract may be amended only by an agreement in writing signed by both parties.
- C. The effective date of this Contract shall be the date the Contract is approved and signed by the City Mayor.
- D. This Contract may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted by facsimile or PDF e-mail shall be deemed valid execution of this Contract, binding on the parties.

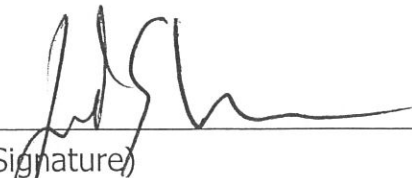
APPROVED the _____ day of _____, 2015 by the City of Cashmere, Washington.

(Jeff Gomes, Mayor)

Address:

City of Cashmere
101 Woodring Street
Cashmere, WA 98815
(509) 782-3513

APPROVED the 18 day of march, 2015 by the contractor.



(Signature)

JARED NOWAK President
(print Name and Title)

Contractor, Address and Phone Number:
307 GARDEN CIRCLE
CASHMERE WA 98815
509-393-5504



City of Cashmere

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FEBRUARY 20, 2015

REQUEST FOR SMALL WORKS ROSTER QUOTES:

The City of Cashmere is seeking Small Works Roster Quotes from qualified contractors for soils preparation and hydroseeding for three (3) areas at Riverside Park as identified by City.

CONTACT INFORMATION:

Mark Botello is the designated contact person for questions related to this request for quotes. He 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 pm., Friday, March 6, 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 sixty (60) days after the submission deadline. Quotes must represent all costs associated with the project, sales tax, 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 Friday, March 6, 2015.

SCOPE OF WORK:

- The areas to be hydroseeded shall be disturbed (tilled) soils but uniform and shall conform to the finished grade.
- Large clods of earth and stone greater than 1/2-inch shall be removed.
- The contractor is to ensure the full establishment of ground cover by taking the necessary maintenance procedures such as regular watering, fertilizing, and reseeding of failed areas and removal of weeds. The Contractor shall guarantee the success of the seeded work. Any dead grass or bare spots larger than 6 inches diameter shall be immediately replaced or re-sprayed at contractors' own expense.
- After any rainfall events, the Contractor is responsible to maintain all areas to prevent erosion and washing out of areas of hydroseed.
- Hydroseed grass mix shall be approved by City prior to installation.
- Install approximate 10-ft X 10-ft stormwater swale at the northwest section of the Restroom area. Cut and remove concrete curbing adjacent to proposed stormwater swale.
- Install approximately 10-ft (as marked by City & match existing) concrete curbing and back fill with topsoil suitable for hydroseeding.
- Purchase and install approximately 10-yards of top soil in low spot areas (areas marked by City).
- Install secure caution lath & ribbon around areas of hydroseed for protection.

CONTRACTOR 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.
- Hydroseeding shall be done within thirty (30) 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.
- Water for hydroseeding shall be provided and paid for by contractor.

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) \$ 4468.66

Company Name ROC General contracting LLC

Authorized Representative (print) JARED NOVAK

Authorized Signature [Signature]

Dated this 6th day of march, 2015.