



City of Cashmere

101 Woodring Street
Cashmere, WA 98815
Ph (509) 782-3513 Fax (509) 782-2840
Website www.cityofcashmere.org

CASHMERE CITY COUNCIL MEETING
MONDAY, MARCH 12, 2018 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

ANNOUNCEMENTS & INFORMATION

- February Financial Report is on the website

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of February 12, 2018 Regular Council Meeting
2. Meeting of February 26, 2018 Meeting cancelled
3. Payroll and Claims Packet Dated February 26, 2018
4. Payroll and Claims Packet Dated March 12, 2018

BUSINESS ITEMS

1. Tom Green – 9/11 Memorial phase 2 presentation
2. River Street property rental agreement between City and Jaeger's Towing
3. Vendor List purchase of compressor, charging station and 4 storage systems
4. Small Works Contract to clean and install a liner in concrete storm pipe running under the railroad
5. Small Works Contract to install air conditioner in electrical room at Wastewater Treatment Plant

PROGRESS REPORTS

ADJOURNMENT

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

MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY, FEBRUARY 12, 2018 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 Daniel Scott Jim Fletcher Dave Erickson Kameon Smith Derrick Pratt	
Staff:	Kay Jones, Clerk-Treasurer Mark Botello, Director Chuck Zimmerman, City Attorney	

FLAG SALUTE

EXCUSED ABSENCES

ANNOUNCEMENTS & INFORMATION

Mayor Gomes introduced Brock Laughlin from Blades Code Services. The City recently entered into a contract with Blades Code Services for building inspection services on an as-needed basis.

PUBLIC COMMENT PERIOD

No public comments.

APPROVAL OF AGENDA

Mayor Gomes announced the addition of an executive session at the end of the meeting to discuss potential litigation.

MOVED by Councilor Fletcher and seconded by Councilor Pratt to approve the agenda with the addition of the executive session. Motion carried.

CONSENT AGENDA

Minutes of January 22, 2018 Regular Council Meeting

Payroll and Claims Packet Dated December 31, 2017

Claims Direct Pay and Checks #38609 through #38635 totaling \$57,047.12

Payroll and Claims Packet Dated January 22, 2018

Claims Direct Pay and Checks #38636 through #38669 totaling \$90,141.11

MOVED by Councilor Smith and seconded by Councilor Pratt to approve the items on the consent agenda. Motion carried.

CHELAN COUNTY PUD – PRESENTATION ON ELECTRICAL LOAD GROWTH

Andy Wendell, Director of Public Services for the Chelan County PUD was present to discuss electrical load growth. The popularity of cryptocurrency mining is increasing in Chelan County. The energy use for cryptocurrency mining ranges from 5KW to 100 MW's. These High Density

Load (HDL) inquiries are increasing. Most of the inquiries for HDL are from out of the county and out of state. Unapproved HDL load does exist in the system and is becoming an increasing area of concern. Unapproved HDL loads are a safety issue and a challenge when it comes to planning. Mixed use mining can present safety and reliability issues if the electrical supply equipment is undersized for the power demand.

The PUD is looking to the City to partner with them to develop policies and regulations to address homes using unauthorized HDL loads.

GRANT AGREEMENT BETWEEN TIB AND CITY FOR LED STREETLIGHT CONVERSION

The City has been awarded a \$328,053 grant from the Relight Washington Grant Program through the Transportation Improvement Board (TIB). The grant will cover the cost to retro fit Cashmere's streetlights to LED, no matching funds are required. The City is part of a countywide program to retro fit street lights to LED. The program will benefit both the PUD and the entities involved.

MOVED by Councilor Erickson and seconded by Councilor Smith to approve the grant agreement and authorize the Mayor to sign. Motion carried.

302 CAPITAL IMPROVEMENT FUND BUDGET AMENDMENT

MOVED by Councilor Fletcher and seconded by Councilor Erickson to approve a budget amendment for \$70,000 to clean and install a liner in the concrete storm pipe running under the railroad. Motion carried.

PROGRESS REPORTS

Director Botello reported that he and the Mayor met with the Port District to review the final design plans for the Port property on Sunset Highway.

Mayor Gomes informed the council that Jaegers Towing Company approached him on the possibility of renting the old recycling building and property on River Street. The Mayor is looking into the cost per square foot for renting commercial property.

EXECUTIVE SESSION – To Discuss Potential Litigation

At 7:17 p.m. Mayor Gomes closed the regular session to enter into an executive session to discuss potential litigation for approximately 15 minutes. No action will be taken when back in regular session. Clerk-Treasurer Kay Jones and Director Mark Botello were excused.

The executive session was extended for an additional 15 minutes. There was no public to inform. The regular session was reconvened at 7:50 p.m.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 7:50 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, Clerk-Treasurer

RIVER STREET PROPERTY MONTHLY RENTAL AGREEMENT

The City of Cashmere, a municipal corporation of the State of Washington (hereinafter "City") and Jaeger's Towing, a Washington corporation (hereinafter "Renter") agree as follows:

1. City is the owner of that certain real property located in the City of Cashmere, in Chelan County, Washington, known as Chelan County Assessor's Parcel No. 23-19-04-220-500, commonly known as 316 River Street (hereinafter the "Property").
2. A portion of the Property is hereby rented on a month to month basis by City to Renter for purposes of permitting Renter and its employees to store vehicles and equipment owned by the Renter. That portion of the property that is rented to Renter for storage of Renter-owned vehicles is depicted in Exhibit "A" to this rental agreement and identified as the "Rented Property."
3. Renter acknowledges that a portion of the Property contains a building that is included in this rental agreement for use only as parking and storage of Renter-owned vehicles and equipment which does not include storage of impounded vehicles.
4. Renter accepts the Property "as is" and without any requirement for improvements or modifications to be made by City.
5. Any modifications to the Property shall be presented in writing to City for approval, and after approval shall be at the sole expense of Renter.
6. Any damage caused to the Property by Renter or Renter's employees shall be repaired at the sole expense of the Renter.
7. Renter agrees that during the term of this agreement, City shall not be responsible to maintain the Property.
8. Renter agrees to pay all utilities for the Property.
9. Renter shall pay to City the sum of One Thousand One Hundred Dollars (\$1,100) per month as rent for the Property. Rent shall be payable by Renter to City each month in advance on or before the first day of each month during the term of this agreement. The first month's rent shall be prorated if the first month commences on a day other than the first day of a month.
10. Each Rental payment shall be considered delinquent after 5:00 p.m. on the 5th day of the month if unpaid and a \$100 late fee will be assessed for each late payment.

11. This agreement shall commence on approval of the agreement by the City, which approval shall occur following approval of the agreement by the Renter. This agreement shall be perpetual, subject to termination by either City or Renter on thirty (30) days prior written notice of intent to terminate.
12. Renter agrees to indemnify, defend and hold the City harmless from and against any and all claims for injuries or damages incurred by Renter and employees of Renter or others on the Property, unless those damages are caused by the actions of the City.
13. Renter agrees to maintain premises liability insurance insuring the Property with policy limits of at least \$1,000,000 per occurrence at all times that this agreement is in effect. Renter shall cause City to be named as an additional insured on the aforementioned insurance and shall provide City with written proof of the same.
14. Notices to City shall be hand delivered to the City of Cashmere at City Hall or mailed to 101 Woodring Street, Cashmere, WA 98815, Attention: City Clerk-Treasurer. Notices to Renter shall be hand delivered or mailed to Jaeger's Towing, 611 Goodwin Road, Cashmere, WA 98815.
15. The effective date of this Rental Agreement shall be the date of approval of the Agreement by City.

APPROVED this _____ day of _____, 2018 by Jaeger's Towing.

By: _____
 Printed Name: _____

State of Washington)
)ss
 County of Chelan)

I certify that I know or have satisfactory evidence that _____ 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 the City of Cashmere, Washington, to be the free and voluntary act of such Party for the uses and purposes mentioned in the instrument.

Dated: _____

 NOTARY PUBLIC

APPROVED this _____ day of _____, 2018 by City of
Cashmere. (Print Name)
Commission Expires: _____

By: _____
Jeff Gomes, Mayor

State of Washington)
)ss
County of Chelan)

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 the City of Cashmere, Washington, to be the free and voluntary act of such Party for the uses and purposes mentioned in the instrument.

Dated: _____

NOTARY PUBLIC

(Print Name)
Commission Expires: _____

Exhibit A

Rented Property

River St

River St

Staff Summary

Date: March 12, 2018

To: Cashmere City Council
Mayor Gomes

From: Mark Botello

RE: Purchase of Compressor, Charging Station & 4 Storage Systems

The city of Cashmere requested quotes from vendors for the purchase of a compressor, charging station and four storage systems for the Cashmere Fire Department. The deadline to submit quotes was 2:00pm, Monday, March 5, 2018. The City budgeted \$45,000 (302 Capital Fund) for the purchase of the equipment.

The city of Cashmere received 2 quotes:

- Cascade Fire & Safety (Yakima): \$46,119.17
- Municipal Emergency Services (MES): \$49,759.13

RECOMMENDATION:

Move to approve Cascade Fire & Safety as the vendor for the purchase of the compressor, charging station and four storage systems



City of Cashmere

101 Woodring Street
Cashmere, WA 98815
Ph (509) 782-3513 Fax (509) 782-2840
Website www.cityofcashmere.org

February 21, 2018

Pursuant to Chapter 2.92 of Cashmere Municipal Code and RCW 39.04; The City of Cashmere requests sealed quotes from vendors for the purchase of a compressor, charging station, and four (4) storage systems for the Cashmere Fire Department, which is more specifically identified below:

SPECIFICATIONS:

Compressor System:

- Simple air/ 6000 psi/ 1 phase
- 230 volt/ 1 phase 60 Hz
- 10 HP
- Co & Dew point with calibration kit

Charging Station:

- One revolving air type

Storage System:

- 25-ft hoses
- Plumbing for 4 cylinders

REQUIREMENTS:

- Sealed quotes shall include City of Cashmere sales tax (8.2%).
- Vendor must be on, or apply to be on, the City's Small Works Vendor Roster prior to submittal of sealed quote. An application to be placed on the Small Works Roster is included in this Quote Packet.

CONTACT INFORMATION:

Matt Brunner (Fire Chief) is the designated contact person for questions related to this request for sealed quotes. He may be reached by phone at 509-670-1611.

QUOTE SUBMITTAL:

Sealed Quotes must be submitted on or before 2:00 P.M., Monday, March 5 2018 to: City of Cashmere, 101 Woodring Street, Cashmere, WA 98815, Attn: Matt Brunner (Fire Chief). Late quotes or unsealed 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 including sales tax and shipping. Sealed quotes may be hand delivered or mailed to Cashmere City Hall at City of Cashmere, 101 Woodring St, 98815.

Sealed quotes will be opened at Cashmere City Hall at 2:20 P.M., Monday, March 5, 2018.

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

Amount (Including tax) \$46,119.17

Cell-509-929-3761

Company Name Cascade Fire & Safety (Yakima, WA.)

Authorized Representative (print) Jordan M. Koffler

Authorized Signature *Jordan M. Koffler*

Dated this 28th day of February, 2018.



ME FireFax SCOTT E-ONE

123 South Front St
 Yakima, WA 98901
 Phone: (800) 572-3939
 Fax: (509) 457-2890

DATE: 2/27/2018

Quotation For:
 City of Cashmere (Cashmere Fire Department)

Valid Until: 5/1/2018
 Prepared by: JORDAN KOFFLER

Comments / Special Instructions:
 ATTN: Fire Chief Matt Brunner
 CITY OF CASHMERE
 101 Wooring Street,
 Cashmere, WA. 98815



SALESPERSON	P.O. NUMBER	SHIP VIA	TERMS
JORDAN K.	**		Due on receipt

Item #	QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
1	1	COMPRESSOR SYSTEM (P/N AC0302364110): (Scott Simple Air; 6000 PSI, Single Phase, 230v / 1 Phase, 60 Hz, 10 HP, Included CO & Dew Point w/ Calibration Kit, Blue / White.)	\$ 24,942.00	Y	\$ 24,942.00
2	1	FILL STATION (AF21102210001): (Scott RevolveAir; Stationary, Blue / White)	\$ 9,384.00	Y	\$ 9,384.00
3	1	AIR STORAGE SYSTEM: 4 x UN 6000 PSI Cylinders, Wall Mount System, 25 ft. Hoses	\$ 7,048.00	Y	\$ 7,048.00
4	1	ASSEMBLY, INSTALL, AND CALIBRATION. (DOES NOT INCLUDE CONNECTING SYSTEM TO POWER)	\$ 750.00	Y	\$ 750.00
5	1	FREIGHT	\$ 500.00	Y	\$ 500.00
6	1	3 YEAR WARRANTY			

SEE ATTACHED SPECIFICATIONS FOR DETAILED INFORMATION



Please don't hesitate to call if I may be of further assistance.

Jordan Koffler - Sales
 1-509-929-3761 : Cell
 1-800-572-3939 : Office
jordank@cfireinc.com

SUBTOTAL	\$ 42,624.00
TAX RATE	8.2%
SALES TAX	\$ 3,495.17
OTHER	\$ -
TOTAL	\$ 46,119.17

THANK YOU FOR YOUR BUSINESS!

PRODUCT SUMMARY – CASHMERE FILL STATION

AC0302364110 COMPRESSOR SYSTEM

- MODEL: Simple Air / 6000 psi / 1 Phase
- POWER: 230 Volt / 1 Phase / 60Hz
- HP: 10 HP
- CONTROLLER: CO & Dew Point with calibration kit
- FRAME: Simple / Open / Remote Air
- COLOR: Blue/White
- OPTIONS: Charge Station Mount

AF21102210001 CHARGE STATION

- MODEL: RevolveAir (Blue / White)
- BASE: Yes
- FILL PANEL: Stationary
- DUAL PRESSURE PRESET: None
- AUX LOW PRESSURE: No
- AUX LOW PRESSURE: No
- CUTOFF: Yes
- CASCADE PANEL: None
- OPTIONS: CGA Adapter

AR4204B4250 STORAGE SYSTEM

- CYLINDER TYPE: UN 6000
- RACK: Wall 4
- QUANTITY: Four
- PLUMBING: 4 Bulk
- HOSES: 25 ft
- OPTIONS: None



Staff Summary

Date: March 12, 2018
To: Cashmere City Council
Mayor Gomes
From: Mark Botello
RE: Contract with Allied Plumbing & Pumps for Storm Water Pipe liner Repairs.

Please see attached Small Works Construction Contract for the storm water pipe line as described within the scope of work. Staff utilized the Small Works Roster for this project pursuant to CMC 2.92.020 *Public Works Contracts-Small Works*. The City notified contractors and received the following bids for this project:

- Allied Plumbing & Pumps, LLC: \$60,483.80
- Trenchless Construction Services, LLC: No bid
- N.W. Sewer & Drain: No bid

Minutes from the February 12 Cashmere Council meeting:

302 CAPITAL IMPROVEMENT FUND BUDGET AMENDMENT

MOVED by Councilor Fletcher and seconded by Councilor Erickson to approve a budget amendment for \$70,000 to clean and install a liner in the concrete storm pipe running under the railroad. Motion carried.

Staff will go over this at the Monday Council meeting.

Recommendation:

Motion to approve Allied Plumbing and Pumps, LLC as the contractor for the project and authorize Mayor Gomes to sign contract documents.

CITY OF CASHMERE

Small Works Construction Contract

Project: Storm Water 6mm Fiberglass Liner

THIS CONTRACT is entered into by and between the City of Cashmere, Washington (hereinafter the "City") and Allied Plumbing and Pumps, 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, 2016 Edition (hereinafter "2016 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: \$ 60,483.80.
- 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 90 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 90 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 2016 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 _____, 2018 by the City of Cashmere, Washington.

(Jeff Gomes, Mayor)

Address:

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

APPROVED the 7th day of March, 2018 by the contractor.



(Signature)

Tyler Allen Owner
(print Name and Title)

Contractor, Address and Phone Number:
246 W Munson Hwy #124
Chelan, WA 98816
P-509-682-4700
C-509-699-0945



City of Cashmere

101 Woodring Street
Cashmere, WA 98815
Ph (509) 782-3513 Fax (509) 782-2840
Website www.cityofcashmere.org

February 22, 2018

Pursuant to Chapter 2.92.020 of Cashmere Municipal Code and RCW 39.04; The City of Cashmere requests sealed quotes from contractors for the installation of approximately 190-ft of 6mm fiberglass UV liner inside an 18-inch diameter storm pipe under BNSF rights-of-way from Olive St to Woodring St, as shown below, all within the city of Cashmere city limits, which is more specifically identified below:

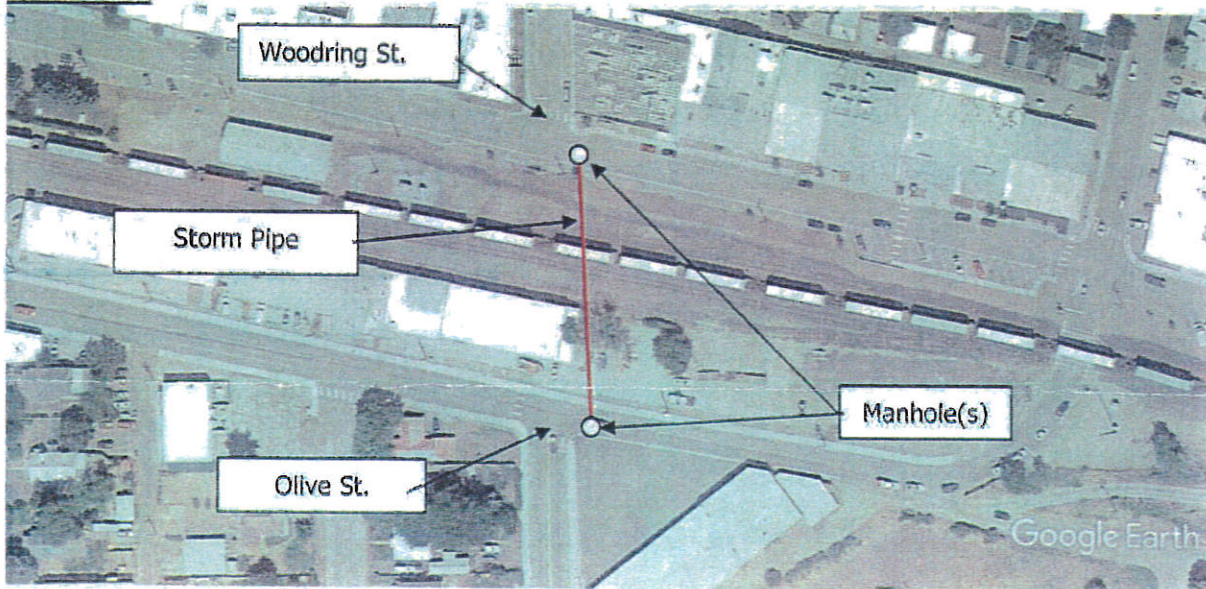
SPECIFICATIONS:

- Contractor to clean 18-inch diameter concrete storm pipe from manhole to manhole, approximately 190-ft, across and under railroad rights-of-way to allow for installation of liner.
- Contractor to remove broken concrete, dirt and roots by hydro-jetting and cutting.
- Contractor to provide and install 6mm fiberglass UV liner from manhole to manhole and one lateral reinstatement.

REQUIREMENTS:

- Sealed Quotes shall include City of Cashmere sales tax (8.2%).
- Work associated with the installation shall be prevailing wage.
- Contractor must be on, or apply to be on, the City's Small Works Roster prior to submittal of sealed quote. An application to be placed on the Small Works Roster is included in this Quote Packet.

LOCATION:



CONTACT INFORMATION:

Mark Botello is the designated contact person for questions related to this request for sealed quotes. He may be reached by phone at 509-782-3513.

QUOTE SUBMITTAL:

Sealed Quotes must be submitted on or before **2:00 P.M., Monday, March 5, 2018** to: City of Cashmere, 101 Woodring Street, Cashmere, WA 98815, Attn: Mark Botello. Late or unsealed 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 including sales tax and shipping and handling.

Sealed quotes may be hand delivered or mailed to Cashmere City Hall at City of Cashmere, 101 Woodring St, Cashmere, WA 98815.

Sealed quotes will be opened at 2:10 PM, Monday, March 5, 2018 at Cashmere City Hall, located at 101 Woodring Street, Cashmere, WA. 98815.

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

Amount \$ 55,900

Sales Tax \$ 4,583.80

Company Name Allied Plumbing and Pumps

Authorized Representative (print) Tyler Allen

Authorized Signature 

Dated this 1st day of March, 2018.

Allied Plumbing & Pumps
Attn: Ron Smiley
alliedplumbingllc@yahoo.com
509/665-6622

Trenchless Construction Services, LLC
Attn: John Gustafson
cd@trenchlessconstruction.com
360/474-0123

N.W. Sewer & Drain
206/931-7728
<https://www.nwsewer.com/contact.html>

Staff Summary

Date: March 12, 2018

To: Cashmere City Council
Mayor Gomes

From: Mark Botello

RE: Contract with Wadeco Inc dba Wells & Wade Mechanical for WWTF
Electrical Room Air Conditioner

Please see attached Small Works Construction Contract for the WWTF electrical room air conditioner. The air conditioner will be used to keep the heat temperature down in the electrical room. Staff utilized the Small Works Roster for this project pursuant to CMC 2.92.020 *Public Works Contracts-Small Works*. The City notified contractors and received the following bids for this project:

- | | |
|--|-------------|
| • Wadeco Inc. dba Wells and Wade Mechanical: | \$13,167.94 |
| • Arctic Refrigeration & Heating, Inc: | \$13,339.98 |
| • Dick's Heating & Air: | No bid |

The budget amount for this project is \$11,000.

Staff will go over this at the Monday Council meeting.

Recommendation:

Motion to approve Wadeco Inc. dba Wells and Wade Mechanical as the contractor for the project and authorize Mayor Gomes to sign contract documents.

CITY OF CASHMERE**Small Works Construction Contract****Project: WWTF Electrical Room Air Conditioner**

THIS CONTRACT is entered into by and between the City of Cashmere, Washington (hereinafter the "City") and Wadeco Inc. dba Wells and Wade Mechanical, (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, 2016 Edition (hereinafter "2016 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: \$ 1 3167.94.
- 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 30 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 30 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 2016 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 _____, 2018 by the City of Cashmere, Washington.

(Jeff Gornes, Mayor)

Address:

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

APPROVED the 6 day of March, 2018 by the contractor.



(Signature)

Donald W Butler President
(print Name and Title)

Contractor, Address and Phone Number:

Wells & Wells Mechanical
218 S. Columbia St
Wenatchee WA 98801
509-662-3412



City of Cashmere

101 Woodring Street
Cashmere, WA 98815
Ph (509) 782-3513 Fax (509) 782-2840
Website www.cityofcashmere.org

February 20, 2018

Pursuant to Chapter 2.92.020 of Cashmere Municipal Code and RCW 39.04; The City of Cashmere requests sealed quotes from contractors for the purchase and installation of an air conditioning system and associated electrical work for the electrical equipment room within the Wastewater Treatment Facility for the City of Cashmere, which is more specifically identified below:

SPECIFICATIONS:

- Provide and Install a 4-ton air conditioning condensing unit w/low ambient control.
- Provide and install applicable ceiling mount fan coil.
- Provide and install new refrigeration piping system.
- Provide and Install condensate drain piping as needed.
- Provide and install electrical wiring as needed.
- Provide and install wall mounted thermostat.
- Perform equipment start up and tests.

REQUIREMENTS:

- Sealed Quotes shall include City of Cashmere sales tax (8.2%).
- Work associated with the installation shall be prevailing wage.
- Contractor must be on, or apply to be on, the City's Small Works Roster prior to submittal of sealed quote. An application to be placed on the Small Works Roster is included in this Quote Packet.

CONTACT INFORMATION:

Randy Low, WW Treatment Plant Operator, is the designated contact person for questions related to this request for sealed quotes. He may be reached by phone at 509-782-3513.

WASTEWATER FACILITY:

City of Cashmere Wastewater Treatment Facility is located at 2 Riverfront Drive, Cashmere, WA. 98815

QUOTE SUBMITTAL:

Sealed Quotes must be submitted on or before **2:00 P.M., Monday, March 5, 2018** to: City of Cashmere, 101 Woodring Street, Cashmere, WA 98815, Attn: Randy Low. Late quotes or unsealed 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 including sales tax and shipping and handling. Sealed quotes may be hand delivered or mailed to Cashmere City Hall at City of Cashmere, 101 Woodring St, Cashmere WA 98815.

Sealed quotes will be opened at 2:05 PM, Monday, March 5, 2018 at Cashmere City Hall, located at 101 Woodring Street, Cashmere, WA. 98815.


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

Amount \$ 12,170.00

Sales Tax \$ + 997.94

Company Name Wells and Wade Mechanical

Authorized Representative (print) Don Baker

Authorized Signature 

Dated this 21 day of February, 2018.

Total \$13,167.94