



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, APRIL 23, 2018 6:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSED ABSENCE

PROCLAMATION

Proclaiming Wednesday, April 25, 2018 as Arbor Day

ANNOUNCEMENTS & INFORMATION

PUBLIC COMMENT PERIOD - For Items Not on the Agenda

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of April 9, 2018 Regular Council Meeting
2. Payroll and Claims Packet Dated April 23, 2018
3. Set Public Hearing May 14, 2018 at 6:00 p.m. on the Six Year Transportation Improvement Program

BUSINESS ITEMS

1. Council discussion on Utility Consolidation Study - Preliminary Draft Report
2. Maintenance Agreement for Washington State DOT to paint stripe certain city streets
3. Agreement with Waste Management for Hauling and Disposal of Non-Hazardous Solids
4. Small Works Contract with Central Washington Asphalt for 2018 Pavement Preservation Program
5. Small Works Contract with M. Vail Company for Public Works Building Re-roof

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, APRIL 9, 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

ANNOUNCEMENTS & INFORMATION

Kameon Smith - Introduction of Chelan County Superior Court Judge Bob McSeveney

Councilor Smith introduced Judge Bob McSeveney to the Mayor and City Council. Judge McSeveney stated that he was appointed to the Chelan County Superior Court in January. He is visiting City Councils in the area to introduce himself and provide them a little of his background. He shared his qualifications and previous experience that brought him to Superior Court.

Report from legal counsel on 107 Mt. Cashmere Place construction site

City Attorney Chuck Zimmerman reported his findings regarding investigation of the complaints regarding the construction site at 107 Mt. Cashmere Place. Brock Laughlin of Blades Code Services also visited the site. Neither the City Attorney Chuck Zimmerman nor Inspector Brock Laughlin were able to identify any City municipal code or building code violations associated with the current status of the site.

PUBLIC COMMENT PERIOD - For Items Not on the Agenda

Patricia Ommen, residing at 4864 Rank Road, voiced concerns regarding the construction site at 107 Mt. Cashmere Place. City Attorney Chuck Zimmerman addressed her concerns and provided her with facts regarding city codes and building code regulations and requirements.

APPROVAL OF AGENDA

Mayor Gomes added Item No. 3 - 2018 Road Pavement Preservation project options.

MOVED by Councilor Erickson and seconded by Councilor Scott to approve the agenda as amended. Motion carried.

CONSENT AGENDA

Minutes of March 26, 2018 City Council Meeting
Payroll and Claims Packet Dated April 9, 2018

Claims Direct Pay and Checks #38801 and #38806 through #38838 totaling \$203,888.81
Payroll Direct Deposit and Checks #3882 through #38805 totaling \$113,958.97

Manual Check #38800 replaced #38777
MOVED by Councilor Fletcher and seconded by Councilor Smith to approve the consent agenda as presented. Motion carried.

JOINT CASHMERE CITY COUNCIL AND CASHMERE PLANNING COMMISSION MEETING

Director Botello gave a brief summary of the work the Planning Commissioners completed in 2017, which then went before the City Council for consideration and adoption. The Commissioners final 2017 work schedule included the following:

- Review and update of Cashmere's Title-16 Subdivision Code
- Review and update of Cashmere's Title-17 Zoning Code
- Review Cashmere School Urban Growth Area expansion (No action)

The 2018 proposed Planning Commission program may include the following:

- Review and update of Cashmere's Comprehensive Plan (State required update June 30, 2019)
- Review of Cashmere's official Zoning Map (River Street-commercial zoning designation)

Council suggested the commission review allowing chickens and livestock in the city. Also, review of the setback and height requirements for buildings and looking at setting a maximum square footage for accessory buildings. Minimum lot size was discussed and how lot size affects density; when utilities are extended, growth happens.

Councilor Fletcher reported on the progress of the regional utility study. Councilor Fletcher, Mayor Gomes, Director Botello and Planning Commissioner Chris Carlson have been representing Cashmere on the committee. The preliminary draft report on the Wenatchee Valley Utility Consolidation Study is complete and will be sent to council and planning members to review and comment.

Councilor Fletcher commented that for Cashmere regionalization would not necessarily make a great difference and even if the City wanted to proceed, it would be a long-term process.

CRUNCH PAK WASTEWATER SERVICES AGREEMENT

The Crunch Pak Wastewater Services Agreement was updated to reflect current operations. Crunch Pak has already approved and signed the agreement.

MOVED by Councilor Fletcher and seconded by Councilor Scott to approve the Crunch Pak Wastewater Services Agreement. Motion carried.

2018 ROAD PAVEMENT PRESERVATION PROJECT OPTIONS

The City requested bids for the 2018 Pavement Preservation project. The bid request was for chip seal pavement with an HMA commercial grade (asphalt) alternate bid. Director Botello requested Council approval for one of three options.

Option #1 is a 1-inch asphalt overlay on all six streets for \$117,080 requiring a budget amendment of \$27,080.

Option #2 is a 1-inch asphalt overlay on just five streets for \$96,780 requiring a budget amendment of \$6,780.

Option #3 is a 1 shot and 2 shot chip seal on all six streets for \$83,500, which would not require a budget amendment.

Director Botello recommended Option #1. The 1-inch asphalt overlay would give a structural component, smoother riding surface, less sweeping maintenance and last an additional 15 years longer than chip seal.

MOVED by Councilor Smith and seconded by Councilor Erickson to approve option #1 for the 2018 Pavement Preservation project. Motion carried.

PROGRESS REPORTS

Director Botello informed the council of the results of the bids for reroofing the Public Works building. A Small Works Project contract will be drafted and presented to council for approval at the next meeting.

EXECUTIVE SESSION – To Discuss Potential Litigation

Mayor Gomes closed the regular session at 7:35 p.m. to enter into an executive session to discuss potential litigation for approximately 10 minutes. No action will be taken when regular session resumes.

The Executive Session was extended for an additional 10 minutes. No public was present to inform.

Regular session reconvened at 7:54 p.m.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 7:55 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, Clerk-Treasurer



City of Cashmere

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Cashmere, WA 98815
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CITY OF CASHMERE NOTICE OF PUBLIC HEARING TRANSPORTATION IMPROVEMENT PROGRAM

Pursuant to the requirements of Chapter 35.77.010 RCW, the City of Cashmere has prepared and revised a comprehensive transportation improvement program for the ensuing six years, and pursuant further to said law the City Council of the City of Cashmere will hold a public hearing on Monday, May 14, 2018 at 6:00 p.m. at the Cashmere City Hall, 101 Woodring Street. The public is invited to attend and make comment.

Kay Jones
City Clerk-Treasurer
CITY OF CASHMERE

Publish once on: Wednesday, May 2, 2018



<h2 style="text-align: center;">Maintenance Agreement</h2> <p style="text-align: center;">Work by WSDOT for Other State, Federal, and Local Governmental Agencies (Total Cost of Agreement May Not Exceed \$50,000 Per Year)</p>	Agency and Billing Address CITY OF CASHMERE 101 Woodring Street Cashmere, WA 98815-1034	Agreement Number JB3108
	Contact Name/Phone # Mark Botello / (509) 782-3513	
	Federal Tax ID # 916001408 L	
	Estimated Costs \$4,000	
Description of Work Paint stripe City streets per the attached Exhibit "A" and the MUTCD.		

This Agreement is made and entered into by and between the Washington State Department of Transportation, hereinafter the "WSDOT," and the above named governmental agency, hereinafter the "AGENCY,"

WHEREAS, the AGENCY has requested and the WSDOT has agreed to perform certain work as described above,

NOW THEREFORE, pursuant to chapter 39.34 RCW, IT IS HEREBY AGREED AS FOLLOWS:

1.0 GENERAL

- 1.1 The WSDOT agrees to perform the above described work, using state labor, equipment and materials, as requested by the AGENCY.
- 1.2 The AGENCY agrees, in consideration of the faithful performance of the above described work to be done by the WSDOT, to reimburse the WSDOT for the actual direct and related indirect costs of the work. Administrative Charges at current rate are considered part of indirect costs.

2.0 PAYMENT

- 2.1 The estimated cost of the work is stated above. The AGENCY agrees to set aside funds for payment to the WSDOT in this amount.
- 2.2 The AGENCY agrees to pay the WSDOT for the work done within thirty (30) days from receipt of a WSDOT invoice, which shall include documentation supporting the work done.
- 2.3 If the AGENCY is a county or city, the AGENCY agrees that if it does not make payment as provided under the terms of this Agreement, the AGENCY authorizes the WSDOT to withhold and use as payment Motor Vehicle Fund monies credited or to be credited to the AGENCY.

2.4 The AGENCY agrees further that if payment is not made to the WSDOT within thirty (30) days from receipt of WSDOT's invoice, the WSDOT may charge late fees and/or interest in accordance with Washington State Law.

3.0 **INCREASE IN COST**

3.1 The parties agree that the estimated cost of the work may be exceeded by up to 25%. In the event of such increased costs the parties agree to modify the estimated cost of work by written amendment, signed by both parties. WSDOT shall notify the AGENCY of increased costs as they become known.

4.0 **RIGHT OF ENTRY**

4.1 The AGENCY grants to the WSDOT a right of entry upon all land in which the AGENCY has interest for the purpose of accomplishing the work described above.

5.0 **TERMINATION CLAUSE**

(Check the Appropriate Box Below)

5.1 This Agreement will automatically terminate five (5) years after date of execution. This Agreement may be terminated by either party upon thirty (30) days advanced written notice to the other party. In the event of termination, payment will be made by the AGENCY for work completed by the WSDOT as of the effective date of termination.

5.2 This Agreement will terminate upon completion of the work described herein.

6.0 **DISPUTES AND VENUE.**

6.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: The WSDOT's Secretary of Transportation or designee and the AGENCY's head or designee shall review the applicable facts, contract terms, statutes and rules affecting the dispute to resolve the matter. If the parties cannot reach a resolution, the parties agree that any legal action to enforce any right or obligation under this Agreement may only be brought in Thurston County Superior Court. The venue specified in this section shall not apply to any federal agency that is a party to this Agreement.

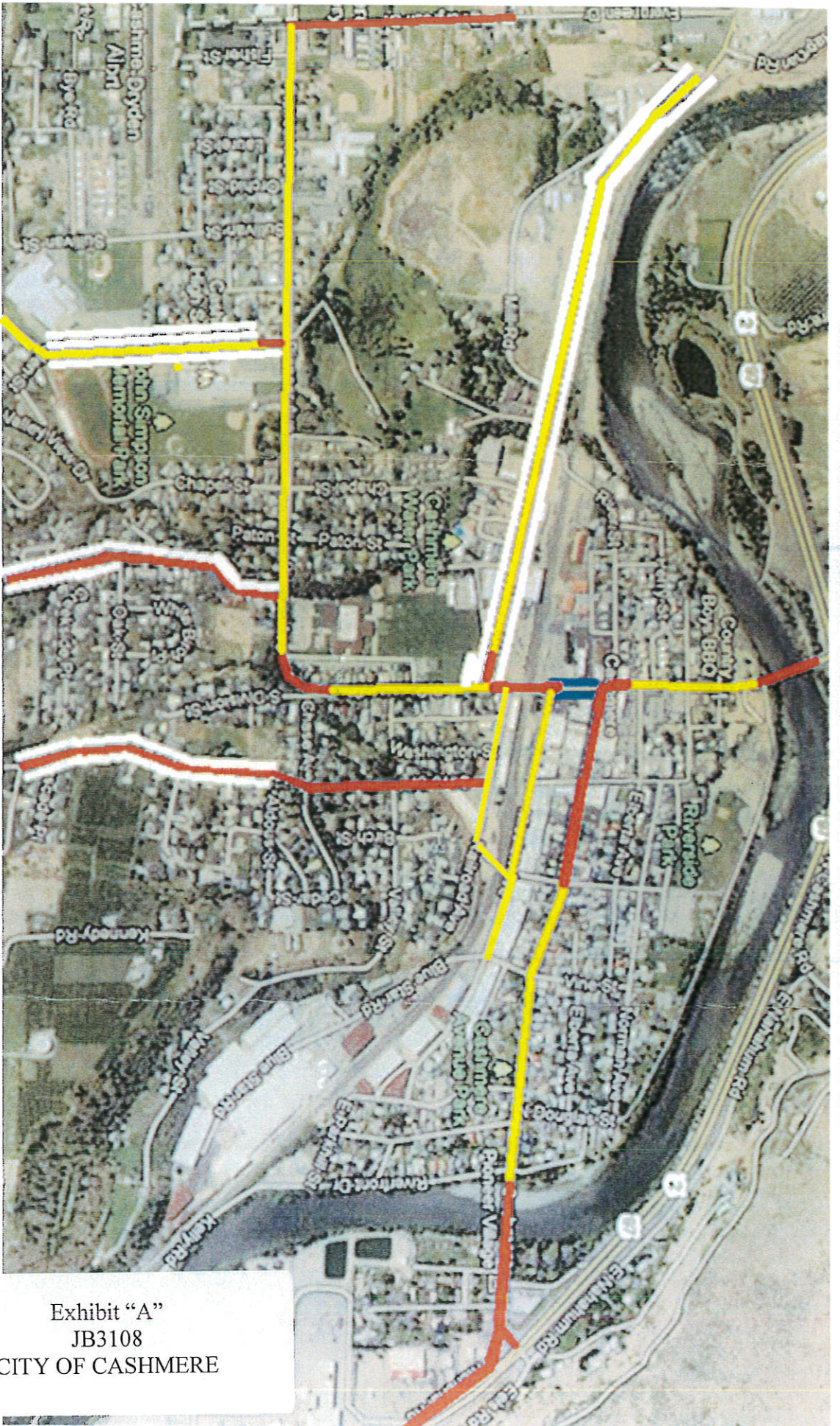
7.0 **MODIFICATION**

7.1 This Agreement may be amended by the mutual agreement of the parties. Such amendments or modification shall not be binding unless they are in writing and signed by persons authorized to bind each party.

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

AGENCY	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:

CITY OF CASHMERE 2018 STREET STRIPPING PLAN



	Single, Spaced Yellow	≈ 12,385
	Double, Solid Yellow	≈ 9,720
	Double, Solid & Spaced Yellow	≈ 250
	Single, Solid White	≈ 15,650

Exhibit "A"
 JB3108
 CITY OF CASHMERE

Staff Summary

Date: April 23, 2018

To: Cashmere City Council
Mayor Gomes

From: Mark Botello

RE: Agreement with Waste Management for Hauling and Disposal of Non-Hazardous Solids

Please see attached Agreement with Waste Management for the hauling and disposal of non-hazardous solids. These solids are located adjacent to Cashmere's Waste Water Treatment Facility in cells 1 and 3 of the lagoons. The City has received approvals/permits for this project from WA Dept. of Ecology and Chelan/ Douglas Health Department and Waste Management. This is a budgeted item, and staff will go over this at the Monday Council meeting

Recommendation:

Motion to approve Agreement with Waste Management for the hauling and disposal of non-hazardous solids and authorize Mayor Gomes to sign Agreement.



PRICE SCHEDULE

Disposal Pricing

Code / Description	Price	Unit	Facility
LF01 <i>Non Hazardous Solids for Subtitle D Disposal</i>	\$34.25	Ton	Greater Wenatchee

Transportation Pricing

Code / Description	Price	Unit	Minimum
BDT002 <i>Dump Truck and Pup Transportation</i>	\$13.00	Per ton	\$390.00

Assessorial

Fees and Taxes

- \$75 profile fee charged to each profile submitted.
- A variable fuel, environmental and administrative fee (FEA), currently at 17.5 % will be charged to the disposal total.
- Chelan Douglas Health District fee of \$1/ton.
- Washington State Refuse tax of 3.6% of invoiced total.

General Conditions

1. Pricing is contingent upon waste profile acceptance as proposed.
2. Truck transportation pricing is based on same day unload at the proposed WM facility.
3. Railroad schedules are dictated by the corresponding Railroad. WM will not be liable for any charges resulting in delays caused by the Railroad.
4. Pricing in this proposal is valid for a term of 30 days from the date listed above. Upon acceptance, pricing will be valid for one calendar year.
5. Generator is responsible for waste classification.
6. Material with a density < 75 pounds/cubic foot will be billed by the cubic yard
7. Unless otherwise noted, applicable state, local and federal taxes are not included in the enclosed rates and will be assessed during invoicing.
8. Waste removal scheduling is dependent upon available equipment at the time of project startup.
9. Nonconforming waste is subject to additional charges and fees.
10. A 10 - ton/yard minimum will apply to all bulk solid disposal rates.
11. Demurrage charges of \$125/hr will be assessed on delays exceeding ½ hour load and unload time.
12. Rinsate from tanker washout will be invoiced at quoted disposal rates.
13. Transportation quoted by weight or volume will be subject to a minimum charge.
14. Certificates of disposal (other than TSCA waste) will be charged at \$35/cert if noted at the time of profile generation and \$400/cert if requested after the waste is received.
15. Standard profile approval time is 2-5 days. 1 day expedited approval available for an additional fee of \$500.
16. Transportation ordered, but not used will be invoiced at cost plus 15%.
17. Unless noted above, a variable fuel and environmental fee currently at 17.5% will apply to this project.



18. Excluding certain contracted rates, pricing will be increased annually based on consumer product index, customarily ranging between 2%-8%.

Special Conditions

Acknowledgement

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above
Thank you for the opportunity.

Signature

Date

Printed Name

Waste Category Definitions

LF01	Must pass paint filter test, non regulated, non-TSCA, no asbestos, for comingle disposal
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Staff Summary

Date: April 23, 2018

To: Cashmere City Council
Mayor Gomes

From: Mark Botello

RE: Small Works Contract with Central Washington Asphalt for 2018
Pavement Preservation Program

On March 23, 2018, the City requested bids for the 2018 pavement preservation improvement project. This project consisted of a HMA commercial grade asphalt. The following bids were received from contractors:

Contractor	Commercial HMA
Central Washington Asphalt	\$117,150
A & W Paving	No Bid
Tommer Const.	No Bid
Granite Const.	\$169,197

Recommendation:

Motion to select Central Washington Asphalt as the low bidder for the commercial HMA pavement preservation project, and approve budget amendment for \$27,080 and authorize Mayor Gomes to sign contract.

CITY OF CASHMERE

Small Works Construction Contract

Project: 2018 Pavement Preservation Overlay Project

THIS CONTRACT is entered into by and between the City of Cashmere, Washington (hereinafter the "City") and Central Washington Asphalt, Inc., (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: \$ 117,080.
- 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 10 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 10th day of April, 2018 by the contractor.



(Signature)

Pamp Maiers, President

(print Name and Title)

Contractor, Address and Phone Number:

P.O. Box 939
Moses Lake, WA 98837

(509) 765-5757

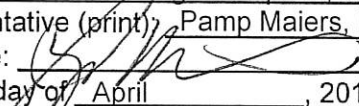
**CITY OF CASHMERE
ALTERNATE BID
BITUMINOUS SURFACE TREATMENT &
PROJECT**

SCOPE OF WORK:

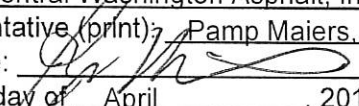
- Provide tack coat on all surface (CSS-1-HR at an application rate of at least .05 gallons per square yard of residual asphalt).
- Install 1-inch of Commercial HMA Class 3/8-inch or approved by City over existing asphalt on the following Streets (Bevel edges at existing driveways, roadway intersections and utilities):
 - Glen St, Skyline Drive, Valley View St, Washington Street, Lincoln St, Paton St

Streets:

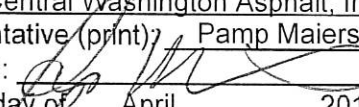
Glen Street: ± (9,000 Sq. Ft.) @ \$0.63/SF

- Amount (Sales Tax Included): \$ 5,670.00
- Company Name: Central Washington Asphalt, Inc.
- Authorized Representative (print): Pamp Maiers, President
- Authorized Signature: 
- Dated this 6th day of April, 2018.

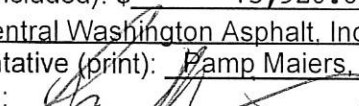
Skyline Dr: ± (70,000 Sq. Ft.) @ \$0.53/SF

- Amount (Sales Tax Included): \$ 37,100.00
- Company Name: Central Washington Asphalt, Inc.
- Authorized Representative (print): Pamp Maiers, President
- Authorized Signature: 
- Dated this 6th day of April, 2018.

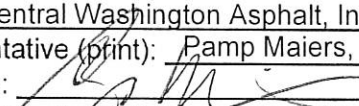
Valley View Street: ± (45,000 Sq. Ft.) @ \$0.53/SF

- Amount (Sales Tax Included): \$ 23,850.00
- Company Name: Central Washington Asphalt, Inc.
- Authorized Representative (print): Pamp Maiers, President
- Authorized Signature: 
- Dated this 6th day of April, 2018.

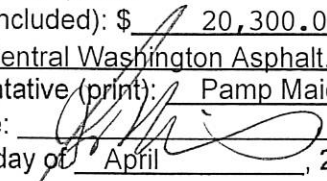
Washington St: ± (24,000 Sq. Ft.) @ \$0.58/SF

- Amount (Sales Tax Included): \$ 13,920.00
- Company Name: Central Washington Asphalt, Inc.
- Authorized Representative (print): Pamp Maiers, President
- Authorized Signature: 
- Dated this 6th day of April, 2018.

Lincoln St: ± (28,000 Sq. Ft.) @ \$0.58/SF

- Amount (Sales Tax Included): \$ 16,240.00
- Company Name: Central Washington Asphalt, Inc.
- Authorized Representative (print): Pamp Maiers, President
- Authorized Signature: 
- Dated this 6th day of April, 2018.

Paton St: ± (35,000 Sq. Ft.) @ \$0.58

- Amount (Sales Tax Included): \$ 20,300.00
- Company Name: Central Washington Asphalt, Inc.
- Authorized Representative (print): Pamp Maiers, President
- Authorized Signature: 
- Dated this 6th day of April, 2018.

Staff Summary

Date: April 23, 2018

To: Cashmere City Council
Mayor Gomes

From: Mark Botello

RE: Small Works Contract with JS Vail, LLC dba M Vail Company for
Public Works Building Re-Roof.

On March 30, 2018, the City requested bids for the public works re-roof project. Please see attached agreement and project specifications. Staff will go over this at the Monday Council Meeting. The following bids were received from contractors:

Contractor	Commercial HMA
M Vail Company	\$51,921.93
Chidester Const.	\$106,036
Apple Valley Const.	\$116,856
Mason Roofing & Const.	\$92,673.99

Recommendation:

Motion to select M. Vail Company as the low bidder for the public works re-roof project, and authorize Mayor Gomes to sign contract.

CITY OF CASHMERE

Small Works Construction Contract

Project: Public Works Building Re-Roof

THIS CONTRACT is entered into by and between the City of Cashmere, Washington (hereinafter the "City") and JS VAIL, LLC dba M Vail Company (License #MVAILVC956QD), (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: \$ 51,921.93.
- 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 15 calendar/working days from the date of issuance of the notice to proceed by the City.

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 11th day of April, 2018 by the contractor.

Michael J. Vail
(Signature)

MICHAEL J VAIL PRESIDENT
(print Name and Title)

Contractor, Address and Phone Number:
M. Vail
P.O. Box 3674
Wenatchee, WA. 98807
509 886 8708



City of Cashmere

101 Woodring Street
Cashmere, WA 98815

Ph (509) 782-3513 Fax (509) 782-2840
Website www.cityofcashmere.org

INTRODUCTION:

The City of Cashmere is seeking sealed bids from qualified contractors to re-roof the City of Cashmere public works building, as identified in the bid package. Sealed bids may be submitted to the City of Cashmere City Hall at 101 Woodring Street, Cashmere, WA 98815. Bid packets may be obtained by contacting City Hall, (509) 782-3513.

CONTACT INFORMATION:

Mark Botello Director of Planning & Building is the designated contact person for questions related to this request for bids. He may be reached at Cashmere City Hall, 101 Woodring Street, Cashmere, WA. 98815 or by phone 509/782-3513.

BID SUBMITTAL INSTRUCTIONS:

Final bids must be submitted in a sealed envelope, clearly marked "Public Works building re-roof project." Bids are due on or before 2:00 P.M., Friday, March 30, 2018 to: City of Cashmere, 101 Woodring Street, Cashmere, WA. 98815.

Bid Opening: Friday, March 30, 2018 at 2:05 P.M. PST in the City of Cashmere Council Chambers. Late bids will not be considered and will be returned unopened to the sender. It will be the sole responsibility of the bidders to have their bids delivered to the City before the closing time and date. The City of Cashmere stamp is the official time and date. Bids will be publicly opened at the time and location indicated above. The City is not responsible for any cost incurred by the vendor/contractor in preparation of their bid response. Bids must be valid for a period of not less than sixty (60) days after the solicitation closing date.

SCOPE OF WORK:

Furnish and install the following items for the City of Cashmere public works building re-roof project shall include:

Re-Roof:

- Install, over existing material, commercial grade .60 mil thick thermoplastic polyolefin (T.P.O.) single ply membrane and ½-inch Fanfold per manufacturer's requirements. (Measurements to be verified by vendor/contractor). Roofing materials (grade .60 mil thick thermoplastic polyolefin) shall be mechanically attached and all walls to be glued.
- Perimeter edge wall/roof flashing shall be Drip Edge Clad Metal consisting of corrosion resistant galvanized coated sheet metal with a laminated 25 mil smooth, non-reinforced PVC, formed into a metal profile to provide a clean, durable edge termination roofing system. Project to also include plumbing vent boots on all pipes that extend through roof and flashing and roofing tar/cement around other penetrations.

Roof Drainage:

- Existing Commercial roof gutters shall be removed for installation of flashing and re-installed at existing locations.

Project Clean-up

- Contractor is responsible to clean project at completion of roofing materials.

INSURANCE AND BOND REQUIREMENTS:

As a condition of award, the successful bidder will be required to provide a copy of contractor's insurance certificates prior to the execution of the agreement by the City, and naming City "as additional insured".

REQUIREMENTS:

- Bid shall include City of Cashmere sales tax.
- 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.

PREVAILING WAGE FOR PUBLIC WORKS CONTRACTS:

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

- Intent to pay prevailing wage,
- Affidavit of wages paid,
- Bid submittal form with lump sum estimate,

LUMP SUM BID:

Cashmere City Hall bid shall be in a lump sum format, which includes City of Cashmere sales tax, parts, materials and labor.

Fifty one thousand nine hundred twenty one & ninety three
The City of Cashmere reserves the right to reject all bids if project exceeds budget amount. *51,921.93*

Amount: \$ 47,987.00

Sales Tax: \$ 3,934.93

Company Name: M. Vail Company 886-8708

Authorized Representative (print): Michael Vail

Authorized Signature: *Michael Vail*

Dated this 28th day of March, 2018.

