



## City of Cashmere

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

CASHMERE CITY COUNCIL MEETING  
MONDAY, JUNE 13, 2016 6:00 P.M., CITY HALL

### AGENDA

#### CALL TO ORDER

#### FLAG SALUTE

#### EXCUSED ABSENCE

#### ANNOUNCEMENTS & INFORMATION

- May's Financial Report is on the website

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

#### APPROVAL OF AGENDA

#### CONSENT AGENDA

1. Minutes of May 23, 2016 Regular Council Meeting
2. Payroll and Claims Packet Dated June 13, 2016
3. Confirm Mayor's appointment of new Planning Commission and Tree Committee members

#### BUSINESS ITEMS

1. Sheriff Brian Burnett – Chelan County Sheriff's Office 2015 Annual Report
2. Selection of Leavenworth Electric & Excavation for Riverside Park Utilities
3. Selection of Contractor for Cemetery Road Project
4. Selection of Evergreen Skate Parks for Cashmere's Skate Park Development
5. Selection of Contractor for the School Lane Overlay Project
6. Postponement of the Rank Road Project to spring of 2017
7. Fire Department request for budget amendment for vehicle repair and maintenance services

#### 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, MAY 23, 2016 AT CASHMERE CITY HALL

OPENING

Mayor Gomes opened the regular city council meeting at 6:00 p.m. at City Hall. Administrative Assistant Teresa Prescott took minutes.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jeff Gomes Skip Moore Jim Fletcher Dave Erickson  Derrick Pratt	Kameon Smith
Staff:	Mark Botello, Dir. of Planning/Building Chuck Zimmerman, City Attorney Teresa Prescott, Administrative Assistant	Kay Jones, Clerk-Treasurer

FLAG SALUTE

EXCUSE ABSENCE

Moved by Councilor Moore and seconded by Councilor Fletcher to excuse the absence of Councilor Smith. Motion carried

PUBLIC COMMENT PERIOD

No comments from the public.

ANNOUNCEMENTS & INFORMATION

Mayor Gomes informed council of a request by City resident Tauni Hink to provide a senior/disabled discount at the City pool. Mayor Gomes told Mrs. Hink that a punch pass is the equivalent of a 25% discount.

Mayor Gomes offered poppies to council along with an envelope for donations to veterans. Friday May 20 was Poppy Day in Cashmere and citizens are encouraged to wear the poppies on Memorial Day and reflect on the sacrifices of our veterans.

Mayor Gomes summarized a letter he received from Chelan-Douglas Health District requesting the City consider a donation of \$500 toward the purchase of portable air cleaners for use in a clean air shelter. The shelter would be used to help people during extended periods of community smoke exposure. The shelter is especially important for elderly people and children with asthma.

APPROVAL OF AGENDA

MOVED by Councilor Fletcher and seconded by Councilor Moore to approve the agenda as submitted. Motion carried

CONSENT AGENDA

Minutes of May 9, 2016 Regular Council Meeting  
Payroll and Claims Packet Dated May 23, 2016

Claim Check Nos. #36810 through #36858 through totaling \$105,986.61  
Voided Check #36777 totaling \$2,623.78 making Claims total \$103,362.83

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

CONTRACT WITH WASTE MANAGEMENT FOR SOLID WASTE COLLECTION SERVICES

City Attorney Charles Zimmerman summarized the recent history of the RFP for solid waste collection services explaining that another company was originally selected but was unable to deliver the services required.

Zimmerman explained some of the changes negotiated to the contract, including the reason for the 10-year term of the contract, that recycles are included in the cost of service and is single stream, the problems encountered in removing yard debris; how rate increases will be calculated, and other minor changes. The City negotiated an 85% discount for low-income senior citizens and disabled persons.

City facilities garbage will be removed free of charge up to the amount historically used by those facilities.

A representative from Waste Management explained the 3.6% refuse tax is only charged on the garbage portion of the bill, not on recycles.

Director of Planning & Building, Mark Botello said as soon as the Waste Management website for Cashmere is up and running he will put a link to it on the City website. Beginning October 1, 2016 Waste Management will take over removal of solid waste from the City of Cashmere, field questions and handle problems regarding garbage pick up.

MOVED by Councilor Fletcher and seconded by Councilor Erickson to approve the contract for solid waste removal services with Waste Management and authorize the Mayor to sign the contract. Motion carried with 3 voting to approve and 1 voting against.

PROGRESS REPORTS

Director Botello reported that the Aplets Way project is complete except a few items on the punchlist.

Minor changes have been made to the plans for the Rank Road paving project due to requests from residents in the area.

Improvements to the City pool are complete and we may be able to fill the pool this week. We are waiting on the electrician to complete the wiring of the new heat pumps. Also we will be fencing the heat pumps to protect them from vandalism.

The Riverside Center painting project is complete and the driveway was paved by the contractor that paved the drying pad at the wastewater treatment plant.

Three bids were received for Cemetery Road paving project. The apparent low bidder was Granite with a bid of \$22,000, which was above the estimate of \$15,000.

The arborist pruned 23 trees in Simpson Park. During the City's playground audit performed by WCIA, the City's insurance carrier, it was found the trees needed attention due to dead wood and for the overall health of the trees.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 6:55 p.m.

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Jeff Gomes, Mayor

Attest:

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Teresa Prescott, Administrative Assistant

\* New committee/commission members

# CITY OF CASHMERE

## 1/1/2016

<u>Position</u>	<u>Planning Commission</u>	<u>4 Yr. Term Expires</u>	<u>Tree Committee</u>	<u>1 Yr. Term Expires</u>
#1	Dick Ryan, Chair P.O. Box 612 782-2270 (w) 679-1706 (Cell) <a href="mailto:Dryan44@aol.com">Dryan44@aol.com</a>	12/31/17	Ed Meyer, Chair 105 Chase Ave. 782-2571 669-2174 <a href="mailto:emeyer2@frontier.com">emeyer2@frontier.com</a>	12/31/16
#2	David Hobbs 206 Washington Street 509-264-3297 <a href="mailto:daveandcheri@live.com">daveandcheri@live.com</a>	12/31/19	Steve Crossland 103 Chase Ave 782-4418 (Work) <a href="mailto:steve@crosslandlaw.net">steve@crosslandlaw.net</a>	12/31/16
#3	Christopher Carlson 100 Pioneer Ave. 860-0099 <a href="mailto:cc.carlson@nwi.net">cc.carlson@nwi.net</a> <a href="mailto:Christopher_Carlson@icloud.com">Christopher_Carlson@icloud.com</a>	12/31/19	* Anne McClendon <a href="mailto:Anne4361@gmail.com">Anne4361@gmail.com</a> 101 Valley Street. Cashmere, WA 98815	12/31/16
#4	Rick Shorett P.O. Box 655 Cashmere, WA. 98815 Cell: 860-2778 <a href="mailto:shoretttrl@gmail.com">shoretttrl@gmail.com</a>	12/31/19	Jan Evans 910 Pioneer Ave 782-4236 <a href="mailto:evansart@frontier.com">evansart@frontier.com</a>	12/31/16
#5	Jared Novak 307 Garden Circle 393-5504 <a href="mailto:ROCGC@LIVE.COM">ROCGC@LIVE.COM</a>	12/31/17	Maureen Stoffel 319 Olive St. 782-1741 <a href="mailto:mareenstoffel@yahoo.com">mareenstoffel@yahoo.com</a>	12/31/16
#6	John Torrence 6377 Kimber Rd. 782-0110 (H) 679-4838 (C) <a href="mailto:johnt@torrence-eng.com">johnt@torrence-eng.com</a>	12/31/17	* David Hobbs <a href="mailto:daveandcheri@live.com">daveandcheri@live.com</a> 206 Washington St. 509-264-3297	12/31/16
#7	* David Reinholz 250 Kennedy Road. 360-821-9340 <a href="mailto:djreinholz@gmail.com">djreinholz@gmail.com</a>	12/31/17		

# Staff Summary

**Date:** June 13, 2016

**To:** Cashmere City Council  
Mayor Gomes

**From:** Mark Botello

**RE:** Selection of Leavenworth Electric & Excavation for Riverside Park Utilities.

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Pursuant to Cashmere Municipal Code (CMC) 2.92.020- *Public Works Contracts- Small Works*, the City utilized the Small Works Roster for the water, sewer and power installations for the Riverside Park improvement project. This section of CMC states that, "*the city need not comply with formal sealed bidding procedures for public works projects including the construction, building, renovation, remodeling, alteration, repair, or improvement of real property where the estimated cost does not exceed \$300,000, which includes the costs of labor, material, equipment and sales and/or use taxes as applicable*".

The City notified four electrical and excavation companies for the project work. The companies that were notified were Belsaas & Smith Construction, Leavenworth Electric and Excavation, Graybar Electric Co, and KVA Electric. Two bids received and were from Leavenworth Electric & Excavation for the amount of \$24,808.91 and Belsaas & Smith Construction for the amount of 34,145.

The low bid received is from Leavenworth Electric & Excavation and they have done electrical work for the City in the past and sewer and water service line installations for private property owners in the City. Leavenworth is a qualified contractor and is able to perform the water, sewer and power installations for this project.

Also, this project will require coordination with Chelan County PUD and WA Department of Labor & Industries for permits and approvals. Leavenworth Electric and Excavation has experience in all the elements of water, sewer and power.

This project is a budgeted item and is part of the overall Riverside Park improvement project and is partially funded by WA State Recreation & Conservation Grant awarded to the City.

**Recommendation:**

Staff recommends approval and selection of Leavenworth Electric & Excavation for the Riverside Park project and authorize Mayor Gomes to sign contract documents.

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**CITY OF CASHMERE**

**Small Works Construction Contract**

**Project: Cashmere's Riverside Park Utilities**

THIS CONTRACT is entered into by and between the City of Cashmere, Washington (hereinafter the "City") and Leavenworth Electric & Excavation (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: \$ 24,808.91.
- B. The City shall pay the Contractor for performance of the Project Work according to the City Request for bid & Esstimate 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 and shall be completed within 100 days from first day of work as approved by 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 \_\_\_\_\_, 2016 by the City of Cashmere, Washington.

\_\_\_\_\_  
(Jeff Gomes, Mayor)

Address:

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

APPROVED the 1 day of June, 2016 by the contractor.

Michael W McCombs  
(Signature)

Michael W McCombs President  
(print Name and Title)

Contractor, Address and Phone Number:  
15353 Hwy 2  
Leavenworth WA 98826  
\_\_\_\_\_  
\_\_\_\_\_



One call does it all

15353 U S HIGHWAY 2  
LEAVENWORTH, WA 98826

**Estimate**

Date	Estimate #
5/26/2016	2917

<b>Name / Address</b>
City of Cashmere 101 Woodring St Cashmere, WA 98815

<b>Ship To</b>



**Project**

Riverside Park
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Description	Qty
Here is a proposal to do the work at Riverside Park as laid out by Mark. This is for utility work for installing water, power and sewer to the new restrooms. Stub out from restroom will be provided by City. Mobilization cost of equipment. poly pipe, romac fittings, bolts, test cocks, etc. Water line supplied by CC PVC conduit, fittings and irrigation stubs into planter area's. Asphalt cutter usage. Includes clean up. Asphalt disposal fee Asphalt patch costs, RESPONSIBILITY OF CITY OF CASHMERE. PUD trenching to power pole and back fill. Pipe supplied by CC or PUD. Excavate, lay pipe, backfill Water Line back fill and compact in street. Excavate, lay pipe, backfill Sewer Line provided by CC 5/8 minus crushed rock for street back fill. Based on 50 yards of material. If less is used, this will be credited back. If more is required, there would be an additional cost. Signs for road detours and closure Compaction Tool and compaction of trench system. Water tap main Sewer tap in 8" sewer.	1 1 1 1 2 1 1 1 5 1 1 1 1
All curbing, sidewalk work and finish concrete work is the Cities responsibility and is not included in this cost. Sales Tax	
We look forward to being of service to you!	
<b>Total</b>	\$24,808.91

Phone # 509-763-2000 Fax # 509-763-4500 mwmccomas@gmail.com leavenworthelectricandexcavation.com

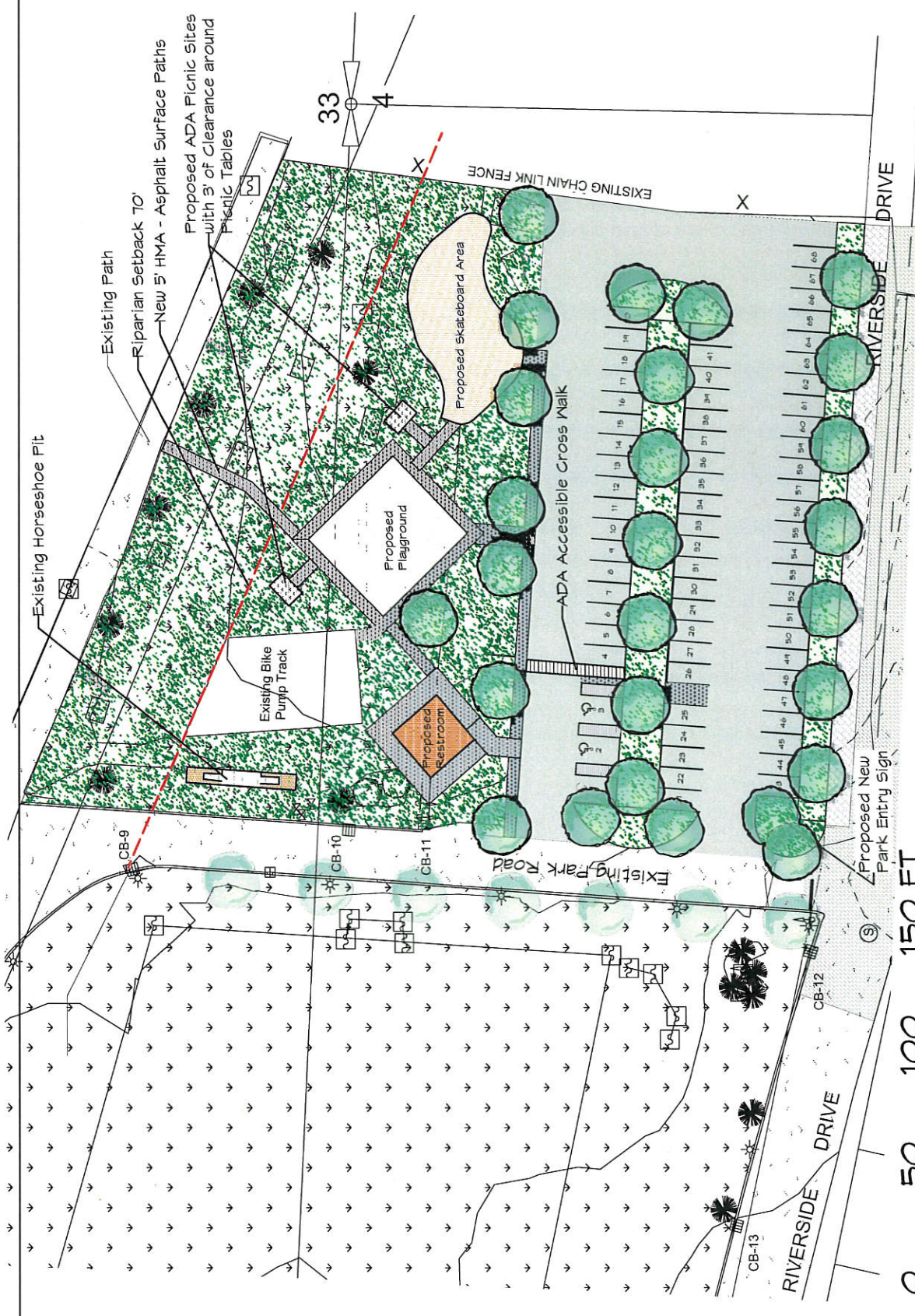
Initials of Customer \_\_\_\_\_ Date \_\_\_\_\_

REVISIONS BY	DATE

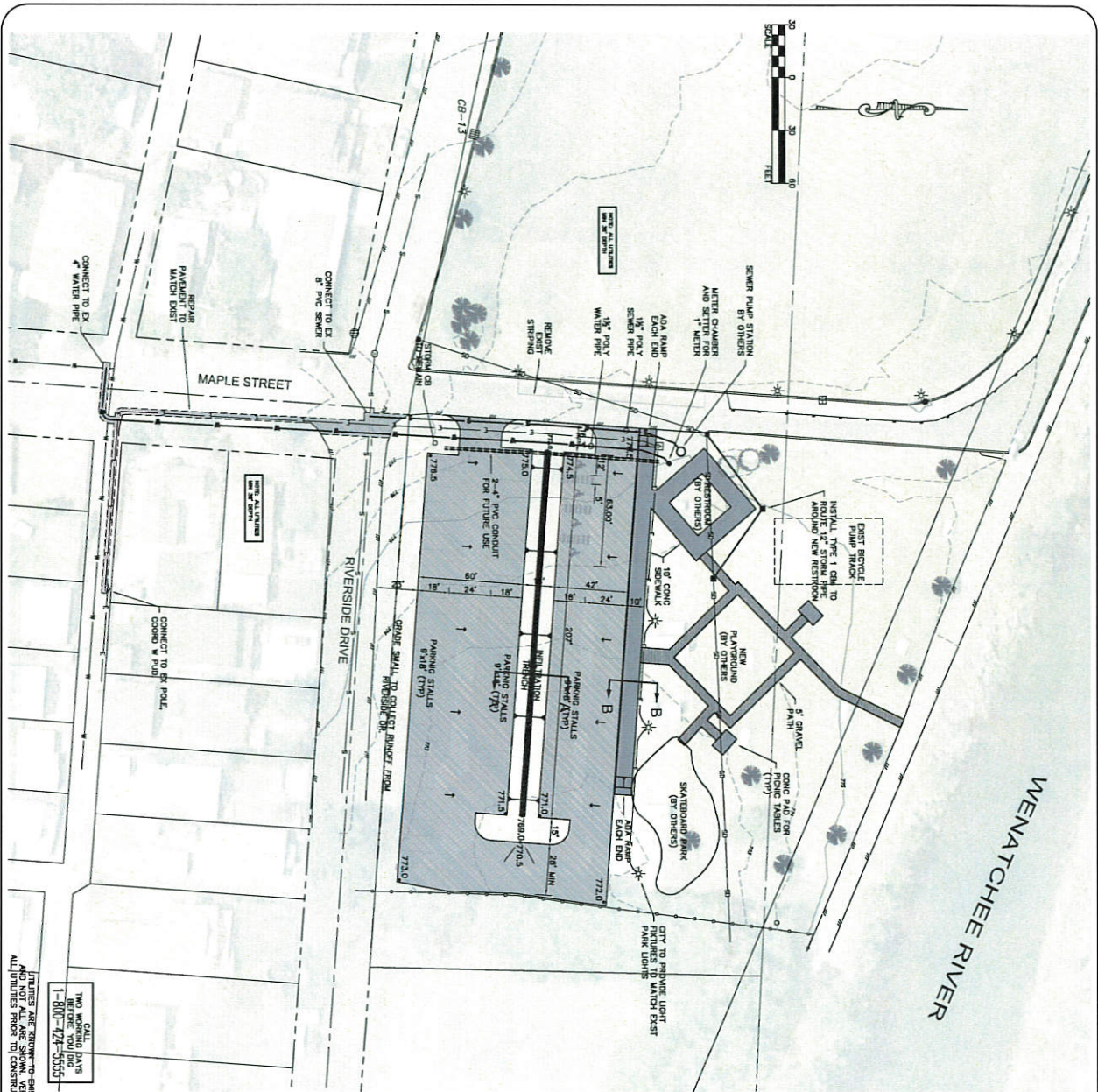
DATE	
SCALE	
DRAWN	
JOB	
SHEET	

City of Cashmere  
 Riverside Park - Parking Lot Design

ecoban design  
 1000 1st St. Cashmere, WA 99201  
 (509) 253-1234  
 www.ecobandesign.com

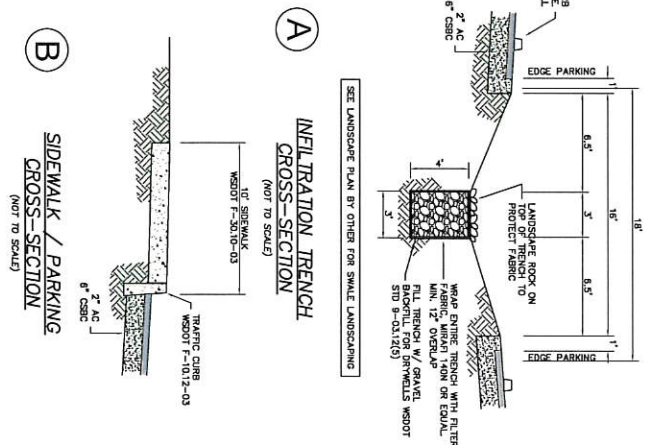


0 50 100 150 FT  
 Conceptual Park Development Plan



CALL TWO WARDING JAVS  
 1-800-424-5555  
 UTILITIES ARE KNOWN TO EXIST  
 AND NOT ALL ARE SHOWN. VERIFY  
 ALL UTILITIES PRIOR TO CONSTRUCTION.

- CIVIL NOTES**
1. ALL MATERIALS AND WORKMANSHIP SHALL BE PER THE LATEST CURRENT EDITION OF MOST STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE.
  2. IF ASSAULT INSPECTION IS NOT COMPLETED AND DOCUMENTED IT MAY BE AN ACCEPTABLE QUALITY OF ROADWAY WHEN CORE DRILLING IS FOUND TO BE NECESSARY, THE APPLICANT WILL BE HELD RESPONSIBLE FOR ALL COSTS.
  3. IT WILL BE THE APPLICANT'S RESPONSIBILITY TO CONTACT ALL UTILITY COMPANIES IN ORDER TO ASSURE THAT ALL LINES, PIPES, POLES, AND OTHER COORDINATED WITH THE ROAD CONSTRUCTION. ALL UTILITY RELOCATION WORK SHALL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION.
  4. APPLICANT SHALL VERIFY ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION.
  5. APPLICANT AND BE IN PLACE PRIOR TO CONSTRUCTION.
  6. ALL RESPONSIBILITIES TO THE CONSTRUCTION PROJECT.
  7. ANY RESPONSIBILITIES TO PLANS MUST BE APPROVED BY THE LOCAL JURISDICTION.
  8. A COPY OF THE APPROVED PLANS MUST BE ON THE JOB SITE WHENEVER CONSTRUCTION IS UNDERWAY.
  9. THE COMPLETED SURFACE OF ALL COURSES SHALL BE OF UNIFORM TEXTURE, SMOOTH, UNIFORM AS TO CROWN AND GRADE, AND FREE FROM DEFECTS OF MATERIALS, SPALLING AND TIPPING SHALL BE AT A FREQUENCY AND EXTENT AS SPECIFIED IN MOST STANDARD SPECIFICATIONS.
  10. MATERIALS SHALL BE STORED IN MOST STANDARD SPECIFICATIONS.
  11. SHOULD ANY ARCHAEOLOGICAL RESOURCES BE DISCOVERED DURING CONSTRUCTION, THE APPLICANT SHALL STOP WORK IMMEDIATELY AND APPROPRIATE STEPS HAVE BEEN TAKEN TO PROTECT THE RESOURCES IN ACCORDANCE WITH APPLICABLE LAWS.



REV	DATE	BY	DESCRIPTION

PROJECT NUMBER: 2016012  
 DESIGNED/DRAWN BY: JT  
 CHECKED BY: JT  
 ISSUE DATE: MAR 2016  
 OF: 1

CITY OF CASHMERE  
 RIVERSIDE PARK IMPROVEMENTS  
 NEW PARKING LOT  
 CITY OF CASHMERE, WASHINGTON

TORRENCE  
 Engineering, LLC  
 CIVIL ENGINEERING & LAND DEVELOPMENT

6377 NUMBER ROAD • CASHMERE, WA 98815 • TEL: (509) 762-1997 • FAX: (509) 762-3436

# Staff Summary

**Date:** June 13, 2016

**To:** Cashmere City Council  
Mayor Gomes

**From:** Mark Botello

**RE:** Selection of Contractor for Cemetery Road Project

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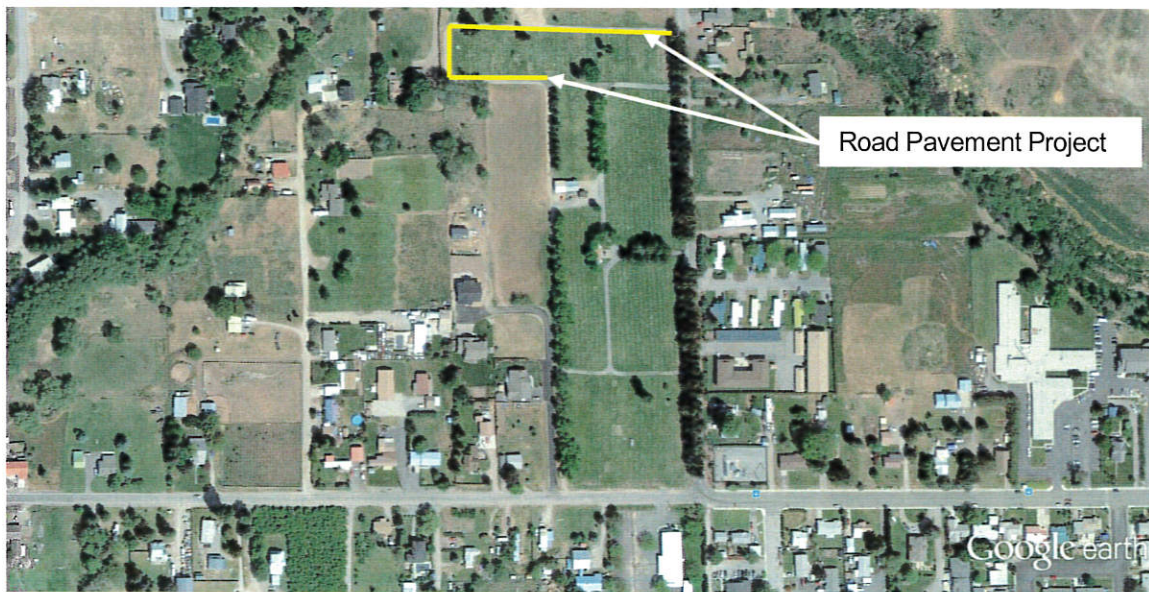
The City utilized the Small Works Roster for the Cashmere Cemetery asphalt paving project, which includes 2-inches of asphalt and 6-inch of rock base.. The City received three bids from interested contractors. The contractors are Central Washington Asphalt, Mitchell Paving and Granite Construction Company.

The three bids received are as follows:

- Central Washington Asphalt: \$25,594.
- Granite Construction: \$22,206
- Mitchell Paving: \$23,804

The City budgeted \$15,000 for this project. A budget amendment will be required later in the year to cover the additional cost.

This pavement project will complete the remaining road at the cemetery



**Recommendation:**

Staff recommends approval of the Agreement between the City of Cashmere and Granite Construction Company and authorize Mayor Gomes to sign the Agreement

**CITY OF CASHMERE**

**Small Works Construction Contract**

**Project: Cashmere Cemetery Road Pavement Project**

THIS CONTRACT is entered into by and between the City of Cashmere, Washington (hereinafter the "City") and Granite Construction Company (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: \$ 22,206.
- 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 40 calendar days after execution of this Contract and the issuance of a notice to proceed by the City and shall be completed within 15 days from first day of work as approved by 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.

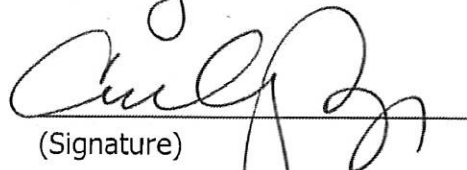
APPROVED the \_\_\_\_\_ day of \_\_\_\_\_, 2016 by the City of Cashmere, Washington.

\_\_\_\_\_  
(Jeff Gomes, Mayor)

Address:

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

APPROVED the 31<sup>st</sup> day of May, 2016 by the contractor.

  
\_\_\_\_\_  
(Signature)

Carter Rohrbough - VP Washington Region  
(print Name and Title)

Contractor, Address and Phone Number:  
Granite Construction Company  
5665 Nelpar Drive  
Wenatchee, WA. 98802  
\_\_\_\_\_  
\_\_\_\_\_

# Staff Summary

**Date:** June 13, 2016

**To:** Cashmere City Council  
Mayor Gomes

**From:** Mark Botello

**RE:** Selection of Evergreen Skate Parks for Cashmere's Skate Park Development

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The City requested quotes for the design and build of Cashmere's proposed Skate Park development project. Three companies were notified utilizing our Small Works Roster pursuant to Cashmere Municipal Code (CMC) 2.92.020 *Public Works Contracts-Small Works*. The companies that were notified are identified below. The two companies that submitted are Evergreen Skate Parks and Gridline Skate Parks, and both bids came in at \$150,000 but with different designs concepts:

## [Dreamland Skateparks](#)

Design/Build  
960 SE Hwy 101  
PMB 384  
Lincoln City, Oregon 97367-2622  
1-503-577-9277  
[danyel@fastmail.fm](mailto:danyel@fastmail.fm)

## [Evergreen Skateparks](#)

Design/Build  
5327 SE 69th Ave.  
Portland, OR 97206  
(503) 804-1193  
[evergreenskateparks@gmail.com](mailto:evergreenskateparks@gmail.com)

## [Grindline Skateparks](#)

Design/Build  
4619 14th Ave SW  
Seattle, WA 98106  
206-932-6414  
[info@grindline.com](mailto:info@grindline.com)

On February 17, 2016 Cashmere's Skate Park Committee reviewed the two Quotes, which also included qualifications and past skate park development projects and the Committee have recommended utilizing Evergreen Skate Parks of Portland for the project design and construction. The scope and fee for this project is a not to exceed \$150,000 as identified in the attached contract.

This project is a budgeted item and is part of the overall Riverside Park improvement project and is partially paid for by the State Recreation Conservation Grant awarded to the City.

## **Recommendation:**

Staff recommends Selection of Evergreen Skate Parks for Cashmere's proposed skate park development project and Authorize Mayor Gomes to Sign the Agreement.

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**CITY OF CASHMERE**

**Small Works Construction Contract**

**Project: Cashmere Skate Park Development**

THIS CONTRACT is entered into by and between the City of Cashmere, Washington (hereinafter the "City") and Evergreen Skate Parks (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 Washington 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: \$ 150,000.
- 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 20 calendar days after execution of this Contract and the issuance of a notice to proceed by the City and shall be completed within 120 days from first day of work as approved by 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 \_\_\_\_\_, 2016 by the City of Cashmere, Washington.

\_\_\_\_\_  
(Jeff Gomes, Mayor)

Address:

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

APPROVED the 25 day of May, 2016 by the contractor.

Catherine Colon  
(Signature)

Catherine Colon - owner  
(print Name and Title)

Contractor, Address and Phone Number:  
Evergreen Skateparks  
5327 SE 64th Ave.  
Portland, OR 97206  
(503) 807-0103

# Staff Summary

**Date:** June 13, 2016

**To:** Cashmere City Council  
Mayor Gomes

**From:** Mark Botello

**RE:** Selection of Contractor for School Lane Overlay project

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The City utilized the Small Works Roster for Cashmere's School Lane overlay asphalt paving project, which includes 2-inches of asphalt overlay. The City received three bids from interested paving contractors. The contractors are Central Washington Asphalt, Mitchell Paving and Granite Construction Company.

The three bids received are as follows:

- Central Washington Asphalt: \$60,970.25
- Granite Construction: \$88,699
- Mitchell Paving: \$55,160.50

The City budgeted \$105,000 for 2016 city-wide street asphalt overlays or chip seal projects.

**Recommendation:**

Staff recommends approval of the Agreement between the City of Cashmere and Mitchell Paving & Trucking and authorize Mayor Gomes to sign the Agreement

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**CITY OF CASHMERE**

**Small Works Construction Contract**

**Project: Cashmere School Lane Asphalt Project**

THIS CONTRACT is entered into by and between the City of Cashmere, Washington (hereinafter the "City") and Mitchell Trucking & Paving, 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: \$ 55,160.50.
- 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 40 calendar days after execution of this Contract and the issuance of a notice to proceed by the City and shall be completed within 15 days from first day of work as approved by 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 \_\_\_\_\_, 2016 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 JUNE, 2016 by the contractor.

  
(Signature)

JODY MITCHELL, VICE PRESIDENT  
(print Name and Title)

Contractor, Address and Phone Number:  
MITCHELL TRUCKING & PAVING, INC.  
3223 NW ALAN AVE.  
EAST WENATCHEE, WA 98802  
509-884-5928

# Staff Summary

**Date:** June 13, 2016

**To:** Cashmere City Council  
Mayor Gomes

**From:** Mark Botello

**RE:** Postponement of the Rank Road Project to spring 2017

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On March 14, 2016 the City Council selected Smith Excavation for the Rank Road project and authorized the Mayor to sign the documents. At this time no documents have been signed.

After consulting with City Staff, Rh2 Engineering and various paving contractors on the Rank Road project, the Mayor and staff would like to postpone the project until the spring of 2017.

After further meetings with adjacent property owners a few changes have occurred to the storm system plan. Staff believes the changes to the storm system and additional asphalt will substantially change the project scope.

Also, over the past few months, I have been working with various paving contractors in regards to the paving portion of Rank Road and Kennedy Road. We all agreed that this project should be re-bid to include the asphalt grinding, shaping and grading for both Rank and Kennedy Roads.

Staff plans to re-bid in the fall of 2016 as one complete project for the work to be done in the spring of 2017.

Staff will notify the property owners adjacent to Rank Road about the postponement and continue working with them on this project.

**Recommendation:**

Move to reject all bids for the Rank Road project and rebid the revised project for construction in 2017.

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