



## City of Cashmere

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Website [www.cityofcashmere.org](http://www.cityofcashmere.org)

CASHMERE CITY COUNCIL MEETING  
MONDAY, JANUARY 23, 2023, 6:00 P.M., CITY HALL

**DUE TO THE COVID-19 PANDEMIC AND THE GOVERNOR'S PROCLAMATION;  
THE PUBLIC CAN ATTEND IN PERSON, CALL-IN OR LOG-IN TO ZOOM TO  
PARTICIPATE IN THE CITY COUNCIL MEETING. PLEASE CALL-IN OR LOGIN 5  
MINUTES PRIOR TO MEETING.**

**To Join the Meeting Go To <https://zoom.us>  
Meeting ID: 882 719 9871 Passcode: 788276  
Audio Only: PH# 1-(253)-215-8782**

### **AGENDA**

CALL TO ORDER - ROLL CALL – FLAG SALUTE

ANNOUNCEMENTS

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of December 12, 2022, Regular Council Meeting
2. Payroll and Claims Packet Dated December 31, 2022 Year End
3. Payroll and Claims Packet Dated January 23, 2023

BUSINESS ITEMS

1. Interlocal Agreement with Chelan County for Sunset Highway Construction
2. Acquisition of Right-of-Way and Perpetual Covenant Agreement for Sunset Highway Project
3. RH2 Engineering Task Authorization No. 1 for 2023 SCADA Improvements
4. Lighting upgrade at the Wastewater Treatment Plant

PROGRESS REPORTS

ADJOURNMENT

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

MINUTES OF THE CASHMERE CITY COUNCIL MEETING  
MONDAY JANUARY 9, 2023, AT CASHMERE CITY HALL – In Person and Digital

OPENING

Mayor Jim Fletcher opened the regular City Council meeting at 6:00 p.m. at City Hall. Kay Jones, Clerk-Treasurer took minutes.

The public can attend the council meeting in person, by phone, or by digital conference.

ATTENDANCE

|          | <u>Present</u>  | <u>Not Present</u>  |
|----------|---|---|
| Mayor:   | Jim Fletcher  |   |
| Council: | John Perry<br>Chris Carlson<br>Shela Pistoresi<br>Jayne Stephenson<br>Derrick Pratt |   |
| Staff:   | Kay Jones, Clerk-Treasurer<br>Steve Croci, Director of Operations                   | Chuck Zimmerman, City Attorney<br>Kate Schilling, City Attorney |

ANNOUNCEMENTS

The mayor informed the council that the comment period is open for the Chelan County Solid Waste Management Plan and the Former Lagoons Economic Development Plan.

PUBLIC COMMENTS

No comments from the public.

APPROVAL OF AGENDA

MOVED by Councilor Carlson and seconded by Councilor Perry to approve the agenda as submitted. Motion carried 5-0.

CONSENT AGENDA

Minutes of December 12, 2022, Regular Council Meeting  
Payroll and Claims Packet Dated December 31, 2022

Claims Direct Pay and Check #42424 through #42451 totaling \$133,381.33

Payroll Direct Pay and Check # 42395 through #42423 totaling \$115,962.71

Manual Check #42392 and #42394 not needing prior approval

Affirm Mayor's appointment of the Tree Committee members

Affirm Mayor's appointment of the Outside Committee members

Affirm Mayor's appointment of John Torrence to the Planning Commission

MOVED by Councilor Carlson and seconded by Councilor Pratt to approve the items on the Consent Agenda. Motion carried 5-0.

WA STATE DEPARTMENT OF CORRECTIONS 2023 CLASS V WORK PROJECT DESCRIPTION CONTRACT #K12504

The proposed contract is updated annually. The cost per worker is still \$15 per day including the Correctional Officer. There are 1 – 10 workers on a crew and the current mileage rate is charged. The Community Restitution Program is a great benefit to Cashmere.

MOVED by Councilor Pratt and seconded by Councilor Stephenson to approve the WA State Department of Corrections 2023 Contract #K12504. Motion carried 5-0.

JOINT PLANNING COMMISSION/CITY COUNCIL MEETING FOR FEBRUARY 13, 2023, AND DISCUSS WORK PLAN

Director Steve Croci informed the council that a joint Planning Commission and City Council meeting is scheduled for February 13<sup>th</sup> at the regular city council meeting. The council's role is to delegate the work plan for 2023. Staff is recommending addressing topics which support residential development, such as:

- extending water and sewer utilities, and new reservoir
- adding multi-family zones along transit routes
- revising roadway design standards
- identifying where to extend the urban growth area

The mayor spoke about planning for the future, a few of the questions he asked the council to think about included:

- does the City want to invest in future growth
- where do we want to extend water and sewer utilities
- where does a new reservoir need to go so the property can be purchased before it's all developed
- in which direction does the City want to expend the urban growth area
- do development standards for streets need to be the same for all zones
- does the entire 40-feet of right-of-way need to be paved or could the parking strips on the sides be gravel so the stormwater is absorbed

PROGRESS REPORTS

Director Croci reported the crew is working on removing snow piles, the water standpipe had a pipe burst and is scheduled for repair, Sherman Reservoir has a line that is leaking, which needs to be replaced, and the City Lift project had complications but will be completed soon.

Mayor Fletcher reported that he has been talking to CERB regarding a planning grant up to \$50,000 for the library building once the library moves to Riverside Center. The Planning Study Minimum Requirements were provided to the council. The Feasibility Study is site specific; the site can be one building or it can be all the city buildings as a whole. The study has to address the number of jobs created.

ADJOURNMENT

Mayor Fletcher adjourned the meeting at 6:56 p.m.

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James Fletcher, Mayor

Attest:

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Kay Jones, Clerk-Treasurer

# Staff Summary

**Date:** 1/18/2023

**To:** City Council

**From:** Steve Croci

**RE:** Chelan County ILA – Sunset Highway Construction

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This Inter-local Agreement (ILA) with Chelan County is for bidding and construction activities associated with the Sunset Highway project. The estimated total construction costs for the City's portion of the project are \$1,500,000 of which \$1,044,834 is grant funded.

**Staff Recommendation:**

MOVE to approve the Inter-local Agreement with Chelan County to bid and construct improvements to Sunset Highway and authorize the Mayor to sign documents.

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**A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR CHELAN COUNTY AUTHORIZING AN INTERLOCAL AGREEMENT WITH CITY OF CASHMERE FOR PUBLIC WORKS CONSTRUCTION ASSOCIATED WITH COUNTY ROAD PROJECT NO. 726.**

**WHEREAS**, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government functions or services which each is by law authorized to perform; and

**WHEREAS**, the Board of County Commissioners did establish policies and procedures for the performance of work by Chelan County Department of Public Works on behalf of other public agencies when it is in the public's interest by Resolution No. 1995-88; and

**WHEREAS**, Chelan County (County) and City of Cashmere (City) each regularly contract for construction of public works projects pursuant to the competitive bidding requirements of RCW Chapter 39.04; and

**WHEREAS**, the County and City have been cooperatively engaged in the design and completion of improvements to Sunset Highway (Improvements) associated with the CRP 726 — Goodwin/Sunset Highway Improvement Project (CRP726); and

**WHEREAS**, there are significant benefits of efficiency and economy of scale for the County, the City and members of the public provided by the cooperative contracting, construction and project management of the Improvements; and

**WHEREAS**, the City has asked the County to construct improvements on its behalf, and the County may, in the future ask the city to construct improvements on its behalf; and

**WHEREAS**, a previously executed "*Interlocal Agreement Between – Chelan County and City of Cashmere*", approved by City of Cashmere Mayor James Fletcher on July 30, 2020, and by the Board of County Commissioners on August 11, 2020 (the "Original Agreement"), and, an "*Amended and Reinstated Interlocal Agreement Between – Chelan County and City of Cashmere*", approved by the City of Cashmere Mayor James Fletcher on September 29, 2022, and by the Board of County Commissioners on October 11, 2022 (the "Amended Agreement No. 1") established the roles and tasks to be performed by each party in the preliminary engineering, design and right of way acquisition phases of CRP726; and

**WHEREAS**, the initial phases of CRP726 are concluding and the parties are preparing for contracting and construction and both the County and the City are willing to accommodate one another based on the terms and conditions of this agreement;

**NOW, THEREFORE, BE IT RESOLVED**, that:

In the best interest of the public and for the mutual benefits of Chelan County and City of Cashmere, the Board of Commissioners hereby APPROVE this resolution authorizing the *INTERLOCAL AGREEMENT WITH CITY OF CASHMERE FOR PUBLIC WORKS CONSTRUCTION TO PROVIDE SERVICES ASSOCIATED WITH COUNTY ROAD PROJECT NO. 726* and execute said Agreement, attached hereto as EXHIBIT A, and incorporated into this Resolution by reference.

**DATED** at Wenatchee, Washington this \_\_\_ day of \_\_\_\_\_, 2023.

**BOARD OF COMMISSIONERS  
FOR CHELAN COUNTY**

\_\_\_\_\_  
TIFFANY GERING, Chairperson

\_\_\_\_\_  
SHON SMITH, Commissioner

\_\_\_\_\_  
KEVIN OVERBAY, Commissioner

ATTEST: CARLYE BAITY

\_\_\_\_\_  
Clerk of the Board

Approved as to form:

\_\_\_\_\_  
KAMMERON N. TODD,  
Deputy Prosecuting Attorney

## EXHIBIT A

**Return Address:**

Chelan County Public Works  
316 Washington Street, Suite 402  
Wenatchee, WA 98801

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

|                                  |  |
|----------------------------------|--|
| <b>Document Title:</b>           | INTERLOCAL AGREEMENT WITH CITY OF CASHMERE FOR PUBLIC WORKS CONSTRUCTION ASSOCIATED WITH COUNTY ROAD PROJECT NO. 726 |
| <b>Grantor (s):</b>              | CHELAN COUNTY  |
| <b>Grantee(s):</b>               | CITY OF CASHMERE   |
| <b>Legal Description:</b>        | N/A  |
| <b>Assessor's Tax Parcel ID:</b> | N/A  |

Filed with the Auditor pursuant to RCW 39.34.040

### **INTERLOCAL AGREEMENT WITH CITY OF CASHMERE FOR PUBLIC WORKS CONSTRUCTION ASSOCIATED WITH COUNTY ROAD PROJECT NO. 726.**

This is an Interlocal Agreement for public works construction, entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between Chelan County, a municipal corporation of the State of Washington and the City of Cashmere, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. Collectively, the County and the City are referred to as the "Parties." Occasionally the County or the City may individually be referred to as a "Party." This Agreement has been authorized by the legislative body of each jurisdiction pursuant to formal action as designated below:

Chelan County: Resolution No. 2023—\_\_\_\_\_

City of Cashmere: City Council Approval on January 23, 2023.

**In consideration for their mutual covenants, conditions and consideration, it is agreed between the County and the City as follows:**

- 1. PURPOSE.** The purpose of this Agreement is to permit the parties to make the most efficient use of their resources to carry out public works improvements for the completion of the CRP726 – Goodwin/Sunset Highway Improvement Project, including but not limited to

pavement improvements, illumination, access control, curb, gutter and sidewalks, and stormwater, facilities (collectively "Improvements") subject to competitive bidding under RCW Chapter 39.04 by enabling them to cooperate to include each other's abutting improvements in the project. This Agreement continues the cooperative approach previously authorized by the *"Interlocal Agreement Between – Chelan County and City of Cashmere"*, approved by City of Cashmere Mayor James Fletcher on July 30, 2020, and by the Board of County Commissioners on August 11, 2020, and, the *"Amended and Reinstated Interlocal Agreement Between – Chelan County and City of Cashmere"*, approved by the City of Cashmere Mayor James Fletcher on September 29, 2022, and by the Board of County Commissioners on October 11, 2022 (collectively "Prior Agreement"), and authorizes the bidding and construction of the City's work in connection with CRP726 of the County and its duly-authorized third party contractors following the procedures set forth in this Agreement.

2. **RECITALS ADOPTED.** The recitals set forth above, and in the County's authorizing resolution are hereby adopted as the factual basis for this Agreement.
3. **DEFINITIONS:** Unless otherwise indicated in the text of this Agreement, the following terms are defined as set forth below:
  - a. "Agreement" means this document and its terms, conditions, covenants, and performances, as well as any attached exhibits or otherwise incorporated documents. This Agreement is intended to be a continuation of the Prior Agreement. If any portions of this Agreement are in conflict with the Prior Agreement, this most recent Agreement supersedes.
  - b. "City" means the City of Cashmere.
  - c. "Change Order" means a written amendment to the Project construction contract after the effective date that alters the work, the contract sum, or the contract time. Following approval of a Change Order by the City, the Change Order work shall become a part of the City Facilities construction work as that term is defined in this Agreement below.
  - d. "Project" means the public works project including those improvements specified in a bid package generated by the County for the purpose of hiring a contractor for the CRP726 – Goodwin/Sunset Highway Improvement Project. The bid package specifications ("Specifications") generated for bid submission and approval are incorporated into this Agreement by reference. Construction requirements will be set forth as in the most current version of the Washington State Department of Transportation/APWA Standard Specifications for Road, Bridge, and Municipal Construction, the Project amendments, the special provisions and the plans.



- e. "Punch List" means a list of tasks, accepted by the Parties and communicated to the Contractor by the County, to be finalized in order for the Project to be deemed Complete.

**4. CITY FACILITIES:**

- a. The City has requested, and the County has agreed to administer construction of those City elements and facilities identified in the CRP726 contract for construction ("City Facilities"), PROVIDED THAT a bid is awarded for the Project, and neither Party exercises the opt out provisions established in Sections 8 (OPT-OUT PRIOR TO AWARD OF BID) and 9 (OPT-OUT AFTER AWARD OF BID) of this Agreement.
- b. As further described in Section 5 (RESPONSIBILITIES OF THE PARTIES) below, the County shall administer and supervise the City Facilities in the same manner as the County's project components until Project completion.
- c. The County shall have no property or ownership interest in the City Facilities. Nothing in this Agreement creates ongoing County obligations to the City after the Project including, but not limited to, maintenance, repair, or liability to the City or third parties.
- d. Any City Facilities extending beyond the City/County boundary shall comply with County permitting and/or franchise requirements.

**5. RESPONSIBILITIES OF THE PARTIES:**

- a. County Obligations. The County shall advertise for bids pursuant to Section 7 (BID SOLICITATION) below, and shall administer the awarded construction contract(s), including:
  - i) Scheduling the construction work;
  - ii) Disburse payments to the Project contractor;
  - iii) Administer this Agreement and other related Interlocal Agreements related to the Project as necessary, monitor funding distribution, and process reimbursements for both the City's and the County's federal funding;
  - iv) Administer Change Orders subject to City's advance approval, as it relates to Change Orders concerning Project contractor construction of City Facilities;
  - v) Perform or cause to be performed construction-related materials testing activities;
  - vi) The County will exert its best efforts in overseeing performance of the Project construction of the City Facilities.
  - vii) Perform, or have performed construction Project inspection and testing services for the City Facilities work in the same manner the County provides construction Project inspection services for the County portion of the Project work.

- b. City Obligations. The City shall:
  - i) Timely review and approve or reject Change Order requests relating to the Project contractor work constructing City Facilities. The City Council specifically delegates authority to approve or reject said Change Orders to the City Mayor, or in the Mayor's absence, to the City Mayor Pro Tem.
  - ii) Provide reimbursement of project costs for the City pursuant to this Agreement.
  - iii) Promptly review work performed within the City limits when requested and otherwise as it determines prudent and provide input on design or construction issues if they arise; and
  - iv) Promptly review the work performed within the City limits when substantially complete and provide punch list items required to be completed prior to final acceptance of the City's bid items; and
  - v) Promptly notify the County of the City's final acceptance of the work when the work is finally complete.
  - vi) The City shall pay the full cost of construction, including inspection and associated testing costs, of the City Facilities as provided for in this Agreement.
- c. There are no additional parties intended to be benefited under this Agreement. Other than the Prior Agreement, there are no other agreements or representation, written or oral, concerning the subject matter of this Agreement.

**6. NO LEGAL/ADMINISTRATIVE ENTITY CREATED/ADMINISTRATION:** No separate legal or administrative entity is created by or pursuant to this Agreement. This Agreement shall be administered by the County Engineer or his designee on behalf of the County and by the City Mayor or his designee on behalf of the City.

**7. BID SOLICITATION:**

- a. The County shall solicit and obtain a contractor for CRP 726. The County shall prepare the project bid so that the City Facilities costs and City share of the other work project costs are separately identifiable on the bid form.
- b. The City agrees that it is solely responsible for ensuring that any and all of the City's standard requirements are set forth in the bid package to be advertised, and that it has supplied County with all applicable standards, codes, regulations, or any other requirements the City is obligated or desires to meet.
- c. The County will be the City's representative throughout the entire procurement process, from advertisement to contract closeout. When requested by the County, the City shall timely assist the County in answering bid questions and resolving design issues. All comments and clarifications related to the bidding process must go through the County and not directly to the prospective bidders.
- d. City is responsible for determining, prior to bid advertisement, the budgeted funds

that are available to cover the cost of construction of the City Facilities as well as an additional three percent (3%) of the City's total bid cost in contingency funds.

- e. Upon the County's determination of the apparent lowest responsive and responsible bidder, the County may enter into contract without further City review, if the bid price for City Facilities is within twenty-five percent (25%) of the engineering cost estimates previously provided to the City. Both Parties acknowledge and agree that the cost of the City Facilities work may on occasion not reflect the lowest possible cost.
- f. If the Project is awarded to a successful bidder, the work will be completed as governed by the Project construction contract and the Change Order terms of this Agreement.

**8. OPT-OUT PRIOR TO AWARD OF BID:**

- a. The County reserves the right to opt-out of proceeding with the Project in whole, or in part, prior to the award of a Project construction contract.
- b. In the event that the bid amount for construction of the City Facilities is greater than twenty-five percent (25%) over the engineering cost estimates, prior to the County awarding the Project construction contract, the County shall provide the City with ten days prior written notice to enable the City time to determine whether it will participate in the City portion(s) of the Project work. The City shall notify the County in writing of the City's determination to proceed or not proceed within the ten (10) day notice period. Failure of the City to timely notify the County in writing of its determination shall be interpreted as an affirmative City decision to participate in the project and proceed.
- c. Should the City opt out of the City Facilities work, the County shall delete those items from the Project. The City agrees to reimburse the County for engineering costs and direct and related indirect costs incurred by the County for deleting the items from the Project, and to pay such costs in accordance with Section 10 (FUNDING).

**9. OPT-OUT AFTER AWARD OF BID:**

- a. After award of the bid or approval of a Change Order for any contracted portion of the Project, a Party may opt out of performance of the work under this Agreement only in the event of Default as included in Section 20 (DEFAULT).
- b. If either Party opts out of performance of the work under this Agreement prior to the fulfillment of the terms stated herein, the Party opting out shall reimburse the other Party for all actual direct and related indirect expenses and costs.

**10. FUNDING:**

- a. Barring unforeseen or changed circumstances as provided for in Section 20 (DEFAULT), reimbursement pursuant to this Agreement shall include construction

costs, Washington State Sales Tax, permitting or regulatory charges, any inspection or certification costs, as well as the administrative cost described in Section 11 (ADMINISTRATIVE REIMBURSEMENT), and all other specific costs and/or charges identified in this Agreement.

- b. The County will invoice the City with sufficient documentation and information to identify the invoiced charges. The City shall pay to the County full costs of construction and Project administration for City Facilities, excluding federal aid reimbursement, within thirty (30) days of receipt of a County invoice; provided, that if the City disagrees with all or part of the invoice, the City shall notify the County of the disagreement within twenty (20) days of the invoice.
- c. The notice shall include an explanation of the disagreement and supporting documentation and information, if any. The City shall pay all parts of an invoice that are not contested within the thirty-day period. The City shall pay a contested portion of an invoice within thirty (30) calendar days after the Parties resolve the disagreement.
- d. Any payment past due shall accrue interest at the rate of twelve (12%) percent per annum until the outstanding balance of the past due principal and interest is paid, and shall be assessed a twenty-five dollar (\$25.00) late charge each month that the amount is delinquent.
- e. Invoicing will be monthly until the Project is complete.
- f. Should the City fail to make payment according to the terms of this Agreement, the County shall have the right to terminate this Agreement, charging the City for the County's associated costs of termination including non-cancellable items, County costs resulting from a delay due to the termination, and unpaid contractor charges for the City's Facilities and associated work, in addition to other applicable costs identified in this Agreement.

**11. ADMINISTRATIVE REIMBURSEMENT:** The Parties agree that there is an institutional "overhead" cost to the County for the administration, management, accounting, and oversight of the City's portion of the project that are not covered by the construction costs described above. In order to fairly reimburse the County for these administrative and overhead benefits to the City, the Parties agree that an administrative reimbursement charge equal to ten percent (10%) of the County labor cost is a reasonable calculation for these costs. The City shall pay the administrative reimbursement charges invoiced, pursuant to Section 10 (FUNDING).

**12. CHANGE ORDERS.** In the event that the City desires to add, omit, or change the agreed upon City Facilities work, the City may request that the County accommodate the addition, omission, or change through use of a Change Order. The decision whether to include the Change Order or not shall be determined in the sole discretion of the County.

Any Change Order shall be delivered to the County by written request not less than twenty (20) days prior to the date that the work related to the change is to be performed, unless this deadline is waived by the County, in the sole discretion of the County. It is the sole responsibility of the City to determine, prior to award of bid or approval of a Change Order for its work, that budgeted funds are available to cover the cost of the work.

**13. PROJECT APPROVAL:**

- a. The County shall promptly notify the City in writing when the County has determined the Project is completed. Upon request by the City, the County will provide the City with inspection documentation, including but not limited to inspection reports, backfill test results, and material submittals. The City shall, within ten (10) calendar days of being notified that the County has determined the Project is completed, complete any necessary walk-through or inspection of the City Facilities work and (a) deliver a written letter of acceptance of the Project to the County, or (b) deliver a detailed written explanation in punch list format detailing the reasons why the City Facilities work is not acceptable to the City. The City agrees to work diligently and in good faith with the County to resolve any issues relating to the Project so as not to delay the County's acceptance of the Project. When issues raised by the City are resolved, the City will immediately deliver a letter of acceptance of the Project to the County.
- b. In the event that the City does not respond within ten (10) calendar days as provided above, the Project and the administration thereof will be deemed accepted by the City, and the County shall be released from all future claims of the City that the City Facilities work is not complete.
- c. The County will prepare the final construction documentation in general conformance with the County's construction practices. The final construction documentation will not include the City Facilities unless specifically requested by the City. If the City so requests, the County will maintain one set of plans as the official "as-built" set, then make notations in red of all plan revisions typically recorded per standard County practice. Once the City has accepted the work pursuant to this Section 13, the County upon request by the City will provide one copy of the record drawing.

**14. CHANGE IN WORK OR COST INCREASE:**

- a. **Increase in Cost:** If unforeseen conditions cause the cost of the Project to exceed the bid amount or Change Order approval amount (including sales tax, engineering, and contingencies) by more than twenty five percent (25%), the County will notify the City of such increase within five (5) working days of the date the County receives information concerning such increase.
- b. If the County desires to add to or change the Project, it shall give advance notice to the City, except as provided in Section 14(c) below. If objectionable, the City shall respond to the County's request as soon as practicable, but no more than five (5) working days after

receipt of the request. If the City fails to respond to the County's request, the City shall be deemed to have approved the request. The City agrees to pay all costs associated with any approved City Facilities additions or changes to the Project, as well as the costs of Project delays and/or County- approved contractor claims associated with the City's failure to respond timely.

- c. When the County determines that a change is required to mitigate a Project emergency or safety threat, the County may direct the change without the City's prior approval. The County will notify the City of such change and the basis for the emergency or safety threat as soon as possible thereafter, but not later than 48 hours.
  - d. The City may request additions to the Project in writing. If the County accepts the request, it will implement a Change Order as long as the change does not negatively impact the County's facilities and complies with the Special Provisions, Plans, Project Amendments, Standard Specifications, Project permits, applicable laws, rules and regulations, and/or County design policies, and does not unreasonably delay scheduled Project activities.
  - e. The City agrees to pay for the increases in Project cost, if any, attributable to the elective changes approved under Section 14(d) in accordance with Section 10 (FUNDING).
  - f. The County will make available to the City all change order documentation related to the Project.
  - g. Any Project construction contractor request submitted to the County for permission to use different materials or structures for the City Facilities will be provided to the City for immediate review. The City will have five (5) working days to advise the County as to whether it accepts the different material or structure. If no response is made within the five (5) working days by the City, the City waives its right to object to any subsequent determination. In such cases, the County's construction engineer will decide on the City's behalf.
- 15. INDEPENDENT CONTRACTOR:** Both Parties are deemed independent contractors for all purposes, and the employees of each Party and any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be the employees of the other Party. Each Party shall retain all authority for provision of services, standards of performance, discipline and control of its own personnel, and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of the County an employee of the City or any employee of the City an employee of the County for any purpose, including but not limited to, withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

**16. INDEMNIFICATION/DEFENSE/HOLD HARMLESS:**

- a. To the extent authorized by law, the County and City shall indemnify and hold harmless one another and their employees, officers, contractors and agents, from and shall process and defend at their own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or cost, of whatsoever kind or nature, brought against the one Party arising out of, in connection with, or incident to the other party's performance or failure to perform any aspect of this Agreement, provided, that if such claims are caused by or result from the concurrent negligence of (a) the County and (b) the City, their respective employees, officers, contractors or agents, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the County or the City, and provided further, that nothing herein shall require the County or City to hold harmless or defend the other or its employees, officers, contractors or agents from any claims arising from that Party's sole negligence or that of its employees, officers, contractors or agents. The terms of this Section shall survive the termination of this Agreement.
- b. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against either Party, each Party retains the right to participate in said suit if any principle of public law is involved.
- c. This indemnity and hold harmless provision shall include any claim made against either Party by an employee, officer, contractor, subcontractor or agent of the other Party, even if the other Party is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of the first Party. Both Parties specifically acknowledge that the provisions contained herein have been mutually negotiated by the Parties and it is the intent of the Parties that each party provide the other Party with the broadest scope of indemnity permitted by RCW 4.24.115.

**17. ATTORNEYS FEES AND COSTS:** The Parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

**18. MUTUAL COOPERATION:** The Parties agree to perform any further acts and to execute and deliver any further documents as may be reasonably necessary to fully effectuate the provisions of this Agreement.

**19. DISPUTE RESOLUTION:** In the even that a dispute arises under this Agreement which cannot be resolved through negotiation, the Parties agree to resolve such dispute in the following manner: The County and the City will each individually appoint one person to a Dispute Board and the two persons appointed shall jointly appoint a third person. The Dispute Board will evaluate the dispute and issue a determination. The determination of the Dispute Board will be final and binding on the Parties. The County shall pay the costs of the person it appoints to the Dispute Board and the City shall pay the costs of the person it appoints to the Dispute

Board. The Parties shall equally share the costs of the third person appointed to the Dispute Board and all other Dispute Board costs and fees.

- 20. DEFAULT:** Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, bomb threats, computer virus, epidemic, power outage, acts of war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery, or supplies, vandalism, strikes or other work interruptions by the employees of either Party, or any other cause beyond the reasonable control of the Party affected thereby. However, each Party shall utilize its best good faith efforts to perform under this Agreement in the event of any such occurrence or circumstance.
- 21. ENFORCEABILITY:** This Agreement will be enforced to the fullest extent permitted by applicable law. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or other governmental authority of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other terms or provisions of this Agreement, which shall remain in full force and affect.
- 22. VENUE:** This Agreement shall be governed for all purposes by the law of the State of Washington. The venue for any action arising under this Agreement shall be Chelan County Superior Court, except as set forth in Section 19 (DISPUTE RESOLUTION).
- 23. EFFECTIVE DATE & DURATION:** This Agreement will take effect on the date of its recording with the Chelan County Auditor's Office, as provided by RCW 39.34.040. The Parties have caused duplicate originals of this Agreement to be executed on the date of the last signature. This Agreement will remain in effect until terminated pursuant to Section 25 (TERMINATION), or until all obligations established herein are completed at which time the Agreement will terminate automatically upon the last occurrence of: the Completion Date of the Project construction contract, the final approval of the improvements by both Parties, the final payment by City to County pursuant to Section 10 (FUNDING), and the expiration of the Project construction contract or warranty, if any, for the Project work.
- 24. AMENDMENT:** The provisions of this Agreement may be amended with the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the City Mayor and the County Board of Commissioners, or their respective designees following approval of the legislative bodies for each Party.
- 25. TERMINATION:** This Agreement may be terminated by written mutual agreement of the Parties following County award of the Project construction contract to a contractor. Prior to such a Project construction contract being awarded by the County, either Party may terminate this Agreement by providing written notice to the other Party, and complying with any applicable requirements of Section 8 (OPT OUT PRIOR TO AWARD OF BID). Other



termination of this Agreement may be authorized in other provisions of this Agreement.

**26. NO ASSIGNMENT:** The Parties shall not assign this Agreement or any interest, obligation or duty herein without the express written consent of the other Party.

**27. PROPERTY/EQUIPMENT/AND MAINTENANCE:** Upon termination of this Agreement, all property purchased by the County in furtherance of this Agreement shall remain property of the County and all property purchased by the City shall remain property of the City. All property shall be returned to its owner upon termination of this Agreement.

**28. NOTICES:** All notices and payments hereunder shall be sent or delivered to the following respective address:

CHELAN COUNTY PUBLIC WORKS  
Attention: Finance Manager  
316 Washington Street, Suite 402  
Wenatchee, WA 98801  
509-667-6415

CITY OF CASHMERE  
Attention: City Clerk-Treasurer  
101 Woodring Street  
Cashmere, WA 98815

or to such other respective addresses as either Party may designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to be given on the third business day following the date of mailing. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

**29. AUTHORITY:** Both Parties represent that by appropriate action by their respective governing bodies, they are authorized to enter into this Agreement and have financial approval for payments specified herein.

**30. INTERLOCAL COOPERATION ACT COMPLIANCE:** This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section I. Its duration is as specified in Section 23 (EFFECTIVE DATE & DURATION). Its manner of termination is set out in Section 25 (TERMINATION). Its manner of financing and of establishing and maintaining a budget therefore is described in Section 10 (FUNDING). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

**31. NON-DISCRIMINATION POLICY:** The County and the City shall not discriminate in the performance of this Agreement based on race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, military or veteran status, the presence of any physical, mental or sensory disability, or any other status protected by law.

**32. ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the Parties with respect to the bidding and construction phases of CRP 726 — Goodwin/Sunset Highway Improvement Project to which it pertains. There are no promises, terms, conditions or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations or agreements either oral or written, between the Parties concerning the bidding and construction phases of CRP726 – Goodwin/Sunset Highway Improvement Project.

**33. WAIVER:** No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

**34. RATIFICATION:** Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

**35. SEVERABILITY:** If any section or part of this Agreement is held by a court having lawful jurisdiction to be invalid, such action shall not affect the validity of any other part of this Agreement.

**CITY OF CASHMERE**

**CHELAN COUNTY BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
JAMES FLETCHER, Mayor

\_\_\_\_\_  
TIFFANY GERING, Chairperson

\_\_\_\_\_  
SHON SMITH, Commissioner

\_\_\_\_\_  
KEVIN OVERBAY, Commissioner

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
KAY JONES, City Clerk — Treasurer

\_\_\_\_\_  
CARLYE BAITY, Clerk of the Board

**Approved as to form:**

**Approved as to form:**

\_\_\_\_\_  
CHARLES D. ZIMMERMAN  
City Attorney

\_\_\_\_\_  
KAMMERON N. TODD  
Deputy Prosecuting Attorney

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

# Staff Summary

**Date:** 1/19/2023  
**To:** City Council  
**From:** Steve Croci, Director of Operations  
**RE:** Sunset Highway – Acquisition of Right of Way and Perpetual Covenant Agreement

---

The City is purchasing right of way (ROW) for the Sunset Highway Project. The table below and attached map display the cost and location for the ROW acquisitions, both temporary construction easements and the deed acquisitions. Council approved the ROW Procedures at the May 23, 2022 meeting that allow the Director of Operations to approve purchases at fair market value including settlements up to \$5,000 above fair market value with proper justification, and for the Mayor to sign those documents.

The City approached the Chelan Douglas Regional Port Authority (RPA) to purchase land for a stormwater retention pond. The City and RPA negotiated an agreement to address stormwater management for the City and the RPA's parcel that exceeds the settlement limit and requires council approval. Staff recommends purchasing the easement from the RPA for \$52,696.97 plus closing costs, and approving a Perpetual Covenant Agreement for stormwater management.

## Summary of Right of Way Acquisitions for Sunset Highway Project

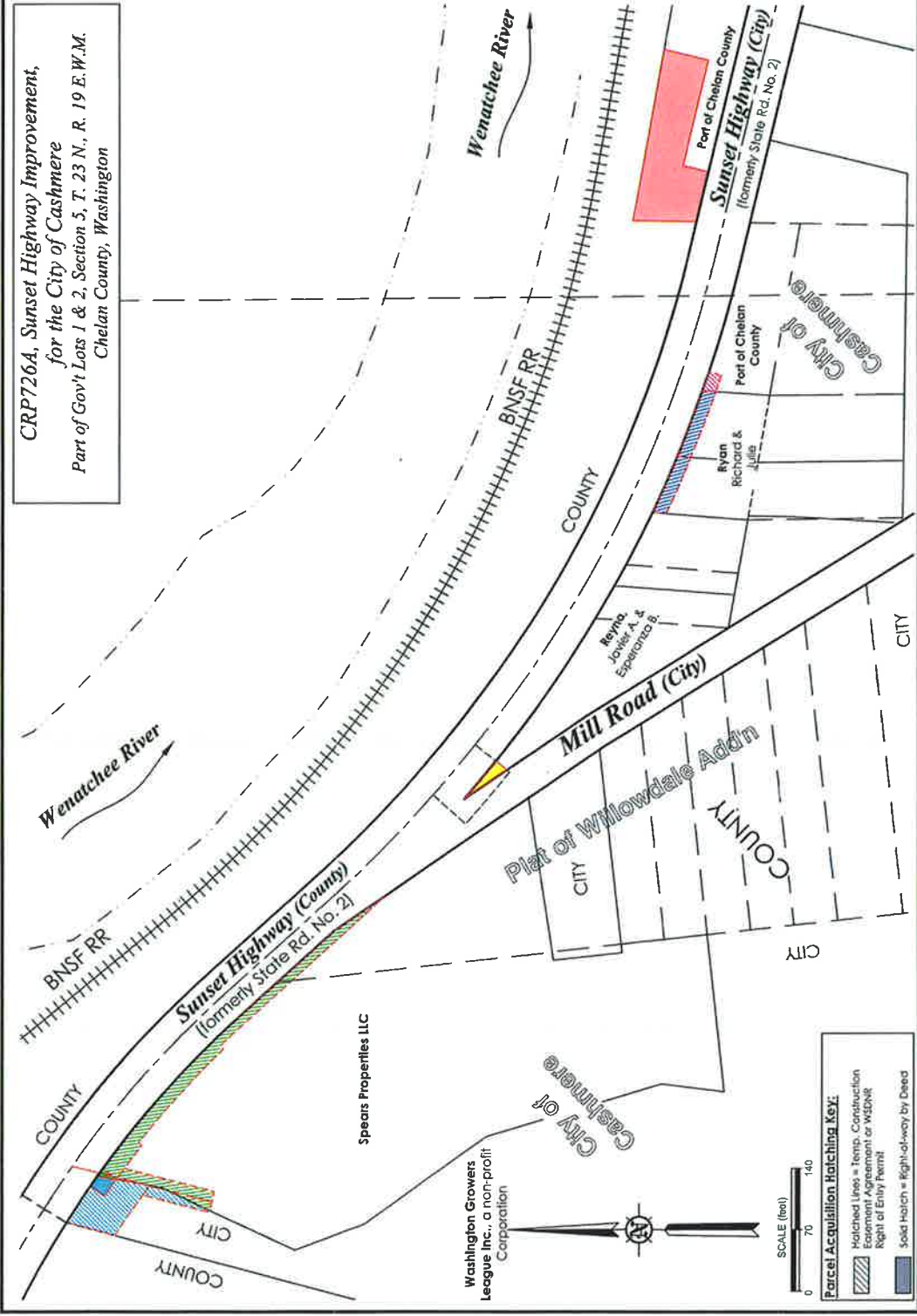
| Property Owner            | Temporary Construction |      | Original Offer | Current offer |
|---------------------------|------------------------|------|----------------|---------------|
|                           | Easement               | Deed |                |               |
| Port of Chelan            | X                      |      | \$ 200.00      | \$ 200.00     |
| Port of Chelan            |                        | X    | \$ 47,200.00   | \$ 52,696.97  |
| Reyna                     |                        | X    | \$ 4,200.00    | \$ 4,200.00   |
| Ryan                      | X                      |      | \$ 1,200.00    | \$ 1,200.00   |
| Spears Properties         | X                      |      | \$ 3,200.00    | \$ 3,200.00   |
| Spears Properties         |                        | X    | \$ 500.00      | \$ 500.00     |
| Washington Growers League |                        | X    | \$ 4,900.00    | \$ 4,900.00   |
|                           |                        |      | Total          | \$66,896.97   |

### Staff Recommendation:

MOVE to approve, and authorize the Mayor to sign documents for:

1. The purchase of right of way from RPA at the cost of \$52,696.97 plus closing costs.
  2. A Perpetual Covenant Agreement with RPA for stormwater retention.
-

CRP726A, Sunset Highway Improvement,  
for the City of Cashmere  
Part of Gov't Lots 1 & 2, Section 5, T. 23 N., R. 19 E.W.M.  
Chelan County, Washington



**CITY OF CASHMERE**  
R/W Plan & Survey for  
**SUNSET HIGHWAY IMPROVEMENT**

Chelan County  
Public Works Department  
318 Washington Street, Suite 402  
Wenatchee, Washington, 98801  
Phone: 509.667.4413  
Web Address: www.co.chelan.wa.us  
Drawn by: MB Sals | Proj. date: 1/17/23

**RW ACQUISITION OWNERSHIPS**

Signed/And Sealed, Mark B. Sals  
Candidate Number 2424

**Return Address:**

Steve Croci  
Director of Operations  
City of Cashmere  
101 Woodring Street  
Cashmere, WA 98815

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

**Document Title:** Statutory Warranty Deed  
**Grantor(s):** PORT OF CHELAN COUNTY, a Washington municipal corporation  
**Grantee(s):** CITY OF CASHMERE, a municipal corporation  
**Legal Description:** Part of Government Lot 1, Section 5, T. 23 N., R.19 E.W.M.  
**Assessor's Tax Parcel ID 231905110500**

Filed with the Auditor pursuant to RCW 39.34.040

**STATUTORY WARRANTY DEED**

**County Road Project No. 726A (CRP 726A), Sunset Highway**

The Grantor **PORT OF CHELAN COUNTY**, a Washington municipal corporation (Grantor), for and in consideration of **FIFTY TWO THOUSAND, SIX HUNDRED NINETY SIX AND 97/100 (\$52,696.97) DOLLARS**, conveys and warrants to the **CITY OF CASHMERE**, a municipal corporation of the State of Washington, the following real property in fee, situated in the City of Cashmere in the State of Washington, as depicted on the attached Exhibit "A", Exhibit "B", Exhibit "C" and described as follows:

**THAT PORTION** Parcel "C" of Boundary Line Adjustment No. 2011-118CA, located in Government Lot 1, Section 5, Township 23 North, Range 19 East of the Willamette Meridian, City of Cashmere in Chelan County, Washington, recorded under Auditor's File Number 2344230., records of Chelan County Washington, **LYING NORTHERLY AND WESTERLY OF A LINE DESCRIBED AS FOLLOWS:**

**COMMENCING AT** the center of section of said Section 32, Township 24 North, Range 19 East of the Willamette Meridian, Chelan County, Washington, a 5/8" rebar with cap marked LS22963;

**THENCE** along the centerline of said Section 32, South 2° 06'43" West for 2798.98 feet to the quarter corner common to said Section 32 and said Section 5, a 2-1/2" USGLO brass cap, dated 1936;

**THENCE** along the section line between said Section 32 and Section 5, South 87° 34' 40" West for 2577.17 feet to the Northeast corner of said Section 5, a 3-1/2" brass cap flush with the pavement (no case);

**THENCE** South 87° 37'39" West for 37.31 feet to an aluminum cap monument on the centerline of Sunset Highway, Engineer's Right-of-way Station **258+16.08**;

**THENCE** along the centerline of Sunset Highway North 87 ° 32' 57" East for 2314.02 feet to the beginning curve, Engineer's Right-of-way Station **PC 281+30.10**;

**THENCE** continuing along said centerline on the arc of a tangent curve to the right for 1005.78 feet to Engineer's Right-of-way Station **PT 291+35.88**, said curve having a radius of 1145.92 feet, a central angle of 50° 17' 21" and a long chord that bears South 67° 18' 22" East for 973.81 feet;

**THENCE** continuing along said centerline South 42° 09' 42" East for 185.67 feet to Engineer's Right-of-way Station **PC: 293+21.55** an aluminum cap.

**THENCE** continuing along said centerline on the arc of a tangent curve to the left for 856.99 feet to Engineer's Right-of-way Station **PT 301+78.55**, said curve having a radius of 1432.40 feet, and a central angle of 34° 16' 46", and a long chord that bears South 59° 18' 05" East for 844.27 feet;

**THENCE** continuing along said centerline South 76° 26' 28" East for 91.28 feet to Engineer's Right-of-way Station **302+69.82** to **THE POINT OF BEGINNING OF SAID LINE;**

**THENCE** along said line North 13° 33' 32" East for 30.00 feet to the northerly right-of-way of Sunset Highway opposite Engineer's Right-of-way Station **302+69.82;**

**THENCE** continuing along said line North 13° 33' 32" East for 30.00 feet to a point 60-feet left (northerly) of Engineer's Right-of-way Station **302+69.82;**

**THENCE** South 76° 26' 28" East for 124.60 feet to a point 60-feet left (northerly) of Engineer's Right-of-way Station **302+69.82;**

**THENCE** along said Engineer's Right-of-way Station **302+69.82** North 13° 33' 32" East for 52.95 feet to the southerly right-of-way of BNSF Railway, and **THE END OF SAID LINE.**

**EXCEPT** existing City of Cashmere right-of-way for Sunset Highway.

**AND EXCEPT** existing right-of-way for BNSF Railway

Containing 11,094.10 square feet (0.255 acres), more or less.

SUBJECT TO rights, restrictions, reservations, covenants, easements, and matters apparent on the property or of record.

It is understood that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Cashmere unless and until accepted and approved hereon in writing for the City of Cashmere by its Mayor.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

**PORT OF CHELAN COUNTY**, a Washington municipal corporation

By: \_\_\_\_\_  
(Print Name),  
Executive Director, Port of Chelan County

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2022 before me personally appeared \_\_\_\_\_ to me known to be the Executive Director for the **PORT OF CHELAN COUNTY**, a Washington municipal corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said **PORT OF CHELAN COUNTY**, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

**ACCEPTED AND APPROVED:**

Dated at Cashmere, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF CASHMERE**

\_\_\_\_\_  
JAMES FLETCHER, Mayor

ATTEST:

\_\_\_\_\_  
KAY JONES, City Clerk-Treasurer

Dated: \_\_\_\_\_

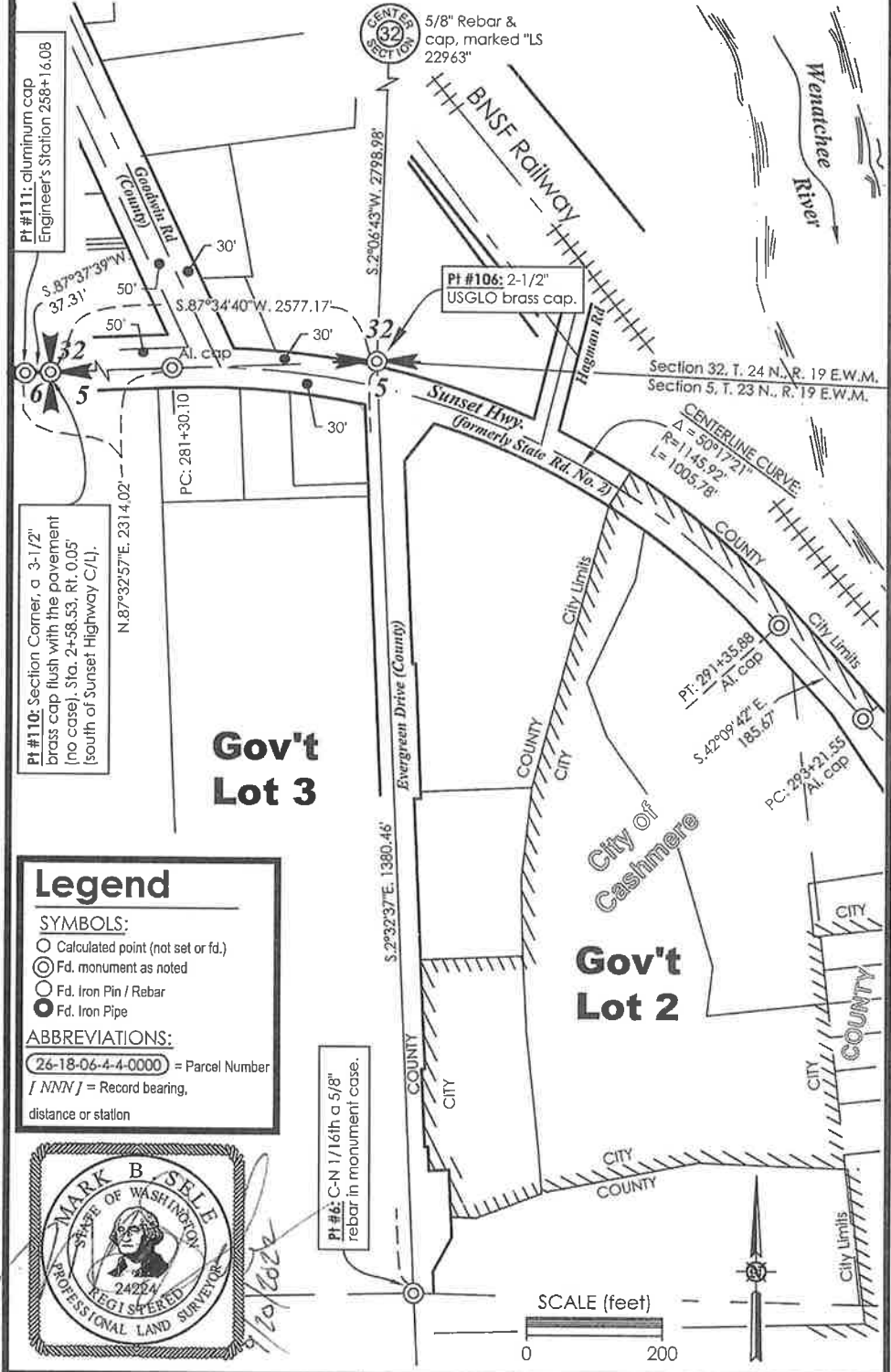
APPROVED AS TO FORM:

\_\_\_\_\_  
CHARLES D. ZIMMERMAN,  
City Attorney

Dated: \_\_\_\_\_



**Part of Parcel "C" BLA 2011-118CA**  
**Gov't Lot 1, Section 5, T. 23 N., R. 19 E.W.M., City of Cashmere in**  
**Chelan County, Washington**

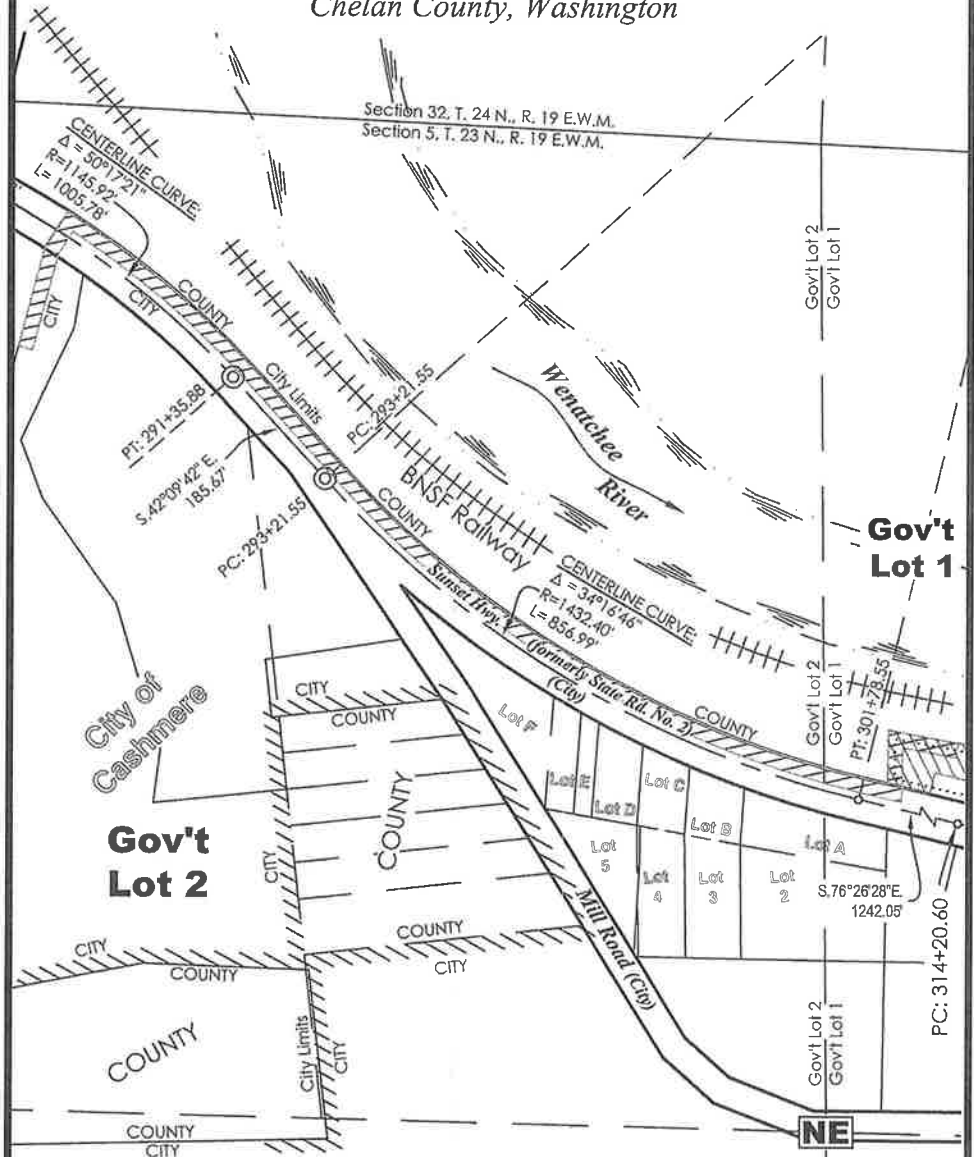


**Chelan County**  
**Public Works Department**  
 316 Washington Street, Suite 402  
 Wenatchee, Washington, 98801  
 Phone: (509) 667-6415  
 Website: www.co.chelan.wa.us



**EXHIBIT "A"**  
**STATUTORY WARRANTY DEED**  
 in Gov't Lot 1, Section 5, T. 23 N., R. 19 E.W.M.  
 Port of Chelan County

*Part of Parcel "C" BLA 2011-118CA  
Gov't Lot 1, Section 5, T. 23 N., R. 19 E.W.M., City of Cashmere in  
Chelan County, Washington*



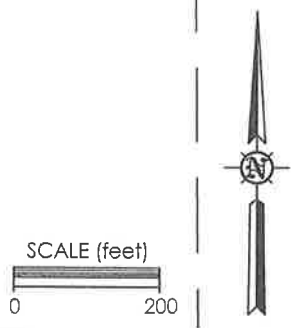
**Legend**

**SYMBOLS:**

- Calculated point (not set or fd.)
- ⊙ Fd. monument as noted
- ⊙ Fd. Iron Pin / Rebar
- Fd. Iron Pipe

**ABBREVIATIONS:**

26-18-06-4-4-0000 = Parcel Number  
/ NNN / = Record bearing, distance or station



**Chelan County**  
Public Works Department  
316 Washington Street, Suite 402  
Wenatchee, Washington, 98801  
Phone: (509) 667-6415  
Website: [www.co.chelan.wa.us](http://www.co.chelan.wa.us)

**EXHIBIT "B"**  
**STATUTORY WARRANTY DEED**  
in Gov't Lot 1, Section 5, T. 23 N., R. 19 E.W.M.  
Port of Chelan County



# Staff Summary

**Date:** 1/19/2023  
**To:** City Council  
**From:** Steve Croci, Director of Operations  
**RE:** RH2 Task Authorization No. 1 - 2023 SCADA Improvements

---

See attached Task Authorization No. 1 to the 2022 Professional Service Agreement for General Services with RH2 for City SCADA Improvements. The task is a re-authorization to finalize the design, prepare bid documents, and provide services for bidding and construction. The fee estimate is \$59,976.

**Staff Recommendation:**

MOVE to approve Task authorization No. 1 for 2023 SCADA Improvements and authorize the Mayor to sign documents.

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**Task Authorization No. 1**  
**City of Cashmere**  
**General Services**  
**2023 SCADA Improvements**

January 2023  
RH2 Project No. CA 220026.01

---

In accordance with our Professional Engineering Services Agreement for General Services, effective January 1, 2022, this Task Authorization outlines the Scope of Work for 2023 SCADA Improvements. The work will be performed and invoiced in compliance with the terms and conditions listed in the governing Agreement and any issued Contract Amendments.

### **Background**

The City of Cashmere (City) previously requested that RH2 Engineering, Inc., (RH2) prepare design plans, specifications, and bid documents to improve the City's existing supervisory control and data acquisition (SCADA) system in 2021. In early 2022, the City put the project on-hold during operational staff changes after some design work had been performed by RH2. This task is a re-authorization to finalize the design, prepare bid documents, and provide services for bidding and construction.

The proposed improvements will consist of nine (9) water improvements and nine (9) wastewater improvements. As part of the proposed improvements, a communication system will be designed for City-wide telemetry communication.

### **Scope of Work**

#### **Task 1 – Design**

**Objective:** Prepare bid-ready electrical plans and specifications for the proposed improvements as started in the previous design project task.

#### **Approach:**

- 1.1 Submit 90-percent plans to the City of City and current City operations staff. Coordinate changes to plans and specification to meet current City standards and provide to the City.
- 1.2 Revise the plans, specifications, and Engineer's opinion of probable construction cost (OPCC) based on comments received from the City.
- 1.3 Perform in-house quality assurance/quality control review of the bid-ready design plans and specifications.
- 1.4 Submit the bid-ready plans, specifications, and OPCC to the City.
- 1.5 Maintain project files and perform ongoing client communications and monthly billing.

#### **Assumptions:**

- *RH2 will rely on the accuracy and completeness of the information, data, and materials provided by the City or others in relation to this Scope of Work.*

#### **Provided by City:**

- Attendance at the 90-percent review meeting.

- 90-percent review comments.

**RH2 Deliverables:**

- 90-percent plans, specifications, and OPCC in electronic PDF.
- Attendance and paper copies of the agenda at the 90-percent review meeting.
- Minutes from the 90-percent review meeting in electronic PDF.
- Bid-ready plans, specifications, and OPCC in electronic PDF.

**Task 2 – Services During Bidding**

**Objective:** Provide engineering services assistance during the bidding phase of the project.

- 2.1 Prepare bid documents. Produce two (2) hard copy sets of bid documents: one (1) set will be delivered to the City and one (1) set will remain at RH2 for use during the bidding of the project. Provide a PDF version of the plans and specifications to the City for its use. Submit the bid package to an online plan center (e.g., Quest CDN).
- 2.2 Prepare a bid advertisement and coordinate the timing and placement of the bid advertisement with the City. *The City will submit the advertisement to the appropriate publications and pay any advertising fees.*
- 2.3 Respond to questions from bidders and revise the electrical plans and specifications during the bidding process if needed. *Responses will be provided directly to the City.*
- 2.4 Assist with the preparation of up to three (3) addenda to communicate revisions. Provide addenda in electronic Word format to the City.
- 2.5 Attend the bid opening with the City and assist with the evaluation of qualifications and references for the electrical subcontractor if needed. Prepare a bid tabulation.
- 2.6 Maintain project files and perform ongoing client communications and monthly billing.

**Assumptions:**

- *The City will place the advertisement and pay all necessary fees.*

**City Deliverables:**

- Questions from bidders.

**RH2 Deliverables:**

- Two (2) sets of half-size (11-inch by 17-inch) bidding documents for use by the City and RH2 in the bid administration, and one (1) set of bid documents in electronic PDF for distribution to prospective bidders.
- Responses to bidder questions via phone and email.
- Revised plans and specifications in electronic PDF, if needed.
- Addenda items in Word format.
- Attendance at the bid opening and a bid tabulation in electronic PDF.

**Task 3 – Services During Construction**

**Objective:** Provide construction contract administration assistance during the construction phase of the project.

- 3.1 Produce three (3) construction contract sets for original signatures. Produce six (6) sets of half-size and three (3) sets of full-size conformed for construction plans. Produce four (4) sets of conformed for construction specifications.
- 3.2 Prepare agenda for and attend the pre-construction conference. Prepare pre-construction conference minutes.
- 3.3 Receive and review project submittals and maintain a submittal list.
- 3.4 Respond in writing to requests for information (RFIs). Correspond via email and written letters with the City and the contractor to document construction issues. *It is anticipated that eight (8) hours will be required for this subtask.*
- 3.5 Review and prepare change orders, if necessary, and deliver to the City for processing.
- 3.6 Attend periodic site visits to observe the progress of the contractor's work. Attend periodic progress meetings with City staff and the contractor at the project site. Prepare observation reports for RH2 on-site observations. *RH2 will not make exhaustive or continuous on-site visits but will visit the site during construction operations for approximately two (2) hours per week for a total of eight (8) weeks. Following the visits, RH2 will inform the City of the progress of the work and may recommend rejection of observed work if it fails to conform to the construction contract documents.*
- 3.7 Review progress pay estimate submittals from the contractor. Prepare progress payments using standard RH2 format.
- 3.8 Assist with preparing the project punch list and attend the final project walkthrough observation with the City and the contractor.
- 3.9 Revise plans with as-built information received from the contractor and the City. Provide one (1) half size (11-inch by 17-inch) color set, one (1) full-size color set, and electronic PDF copies to the City. Compile final project documentation and deliver to the City. *Documents will include observation reports, digital photos, and other documents described in this Scope of Work.*
- 3.10 Maintain project files and perform ongoing client communications and monthly billing.

**Assumptions:**

- *The City will perform the day-to-day construction observation.*
- *RH2 is not responsible for site safety, for providing means and method, or for directing the contractor in their work.*
- *Documents will be delivered to the project team members in electronic PDF via a secure communications website.*
- *Task 3 services will be performed up to the amount included in the attached Fee Estimate. Additional effort, if needed, will be mutually determined by the City and RH2.*

**RH2 Deliverables:**

- Conformed for construction documents:
  - Three (3) construction contract sets for signature.
  - Six (6) 11-inch by 17-inch plan sets.
  - Three (3) full-size plan sets.
  - Four (4) specification books.
- Agenda and minutes for pre-construction conference in electronic PDF.
- Submittal review documentation in electronic PDF.
- RFI reviews and correspondence in electronic PDF.
- Change order documentation in electronic PDF.
- Construction observation reports in electronic PDF.
- Progress payment submittals in electronic PDF.
- Punch list in electronic PDF.
- Record drawings:
  - One (1) 11-inch by 17-inch color set.
  - One (1) full-size color set.
  - One (1) electronic PDF.

**Project Schedule**

RH2 can provide 90-percent plans and specifications to City and current City operations staff by end of January 2023. *Assuming 90-percent plans are reviewed prior to the end of January, bid-ready documents can be ready for bid by end of February 2023.* Bidding and construction are anticipated to be concluded by the end of 2023.

**Fee for Services**

The fee for services shall be on a time and expense basis and shall not exceed \$59,976.00 as shown on attached **Exhibit A, Fee Estimate** without prior written authorization of City of Cashmere.

**RH2 Engineering, Inc.**

**City of Cashmere**



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Paul R. Cross, Executive Vice President

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Print Name/Title

1/18/2023

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**EXHIBIT A**

Fee Estimate

Task Authorization No. 1

City of Cashmere

General Services

2023 SCADA Improvements

Jan-23

| Description          |                              | Total Hours | Total Labor      | Total Expense | Total Cost       |
|----------------------|------------------------------|-------------|------------------|---------------|------------------|
| Task 1               | Design                       | 108         | \$ 20,525        | \$ 62         | \$ 20,587        |
| Task 2               | Services During Bidding      | 23          | \$ 5,681         | \$ 77         | \$ 5,758         |
| Task 3               | Services During Construction | 134         | \$ 33,098        | \$ 533        | \$ 33,631        |
| <b>PROJECT TOTAL</b> |                              | <b>265</b>  | <b>\$ 59,304</b> | <b>\$ 672</b> | <b>\$ 59,976</b> |



# Staff Summary

**Date:** 1/18/23  
**To:** City Council  
**From:** Jim Fletcher, Mayor  
**RE:** Lighting upgrade Wastewater Treatment Plant

---

Attached is a bid by Schmitt Electric, Inc to retrofit/replace lighting fixtures, lamps, sensors, labor, and tax. Total Project Cost \$115,745.00 less Chelan PUD rebate of \$98,882.00 for reducing electricity demand. Estimated cost to Cashmere \$16,863.00.

This is a capital budget project. Four firms were contacted for bids. Two bids were submitted. With PUD Rebate the bid from Schmitt Electric, INC is the lowest cost to the City.

## **Staff Recommendation**

Approve the purchase of lighting retrofit and upgrade from Schmitt Electric, Inc.  
Authorize the Mayor to Sign

---



# SCHMITT ELECTRIC, INC

## INDUSTRIAL AND COMMERCIAL CONTRACTING

(509) 662-3518 1114 Walla Walla St. P.O. Box 2093  
Wenatchee, WA 98801

1/17/2023

Cashmere Wastewater Treatment  
Attn: Jason Williams  
2 Riverfront Dr  
Cashmere, WA 98815

RE: Lighting Upgrade

Dear,  
Jason

Schmitt Electric, Inc. thanks you for the opportunity to quote the following lighting upgrade for the facility located in Cashmere, WA. This price is for the retrofit/replacement of fixtures according to the counts and information provided to Schmitt Electric. All exterior fixtures have been provided with controls and the correct CCT to maximize the rebate potential. All interior fixtures will be retrofitted.

- 2 KT-FLED15-R1AL-UNV-8CSB-VDIM 15W LED Flood w/ knuckle
- 34 Orion IAHP1B1UNVFD830T5T52WBXXSP 19,000 Lumen Area Light
- 2 Orion EXT-IAHP-SFT-001 Slip fitter
- 32 Orion EXT-IAHP-UPM-001 Universal Pole Mounting Kit
- 15 Orion LSWF1B1UNVFD8CSBRSP Selectable Wall Pack
- 11 Orion LSWF1A1UNVFD8CSBRSP Selectable Wall Pack
- 26 ORION EXT-LSW-PIR Field Installed PIR Sensor
- 1 ORION EXT-LSW-RC PIR Sensor Remote
- 6 ILP WTZ4-10L-U-30-RAFL-USBD 4' 10,000 Lumen 3k Vapor w/ Sensor
- 325 KT-LED12.5-48GC-840-DX2-CP 4' LED Lamp

|                                  |                     |
|----------------------------------|---------------------|
| Price .....                      | <b>\$106,874.42</b> |
| Tax.....                         | <b>\$8,870.58</b>   |
| <b>Total Installed Cost.....</b> | <b>\$115,745.00</b> |
| <b>Estimated PUD Rebate.....</b> | <b>\$98,882.00</b>  |
| <b>Estimated Balance.....</b>    | <b>\$16,863.00</b>  |

We have included all labor, material, permits, lifts, and miscellaneous items that are necessary to complete this project.

**Exclusions:**

- Government Injunctions.
- Costs due to acceleration, created by compressing the project schedule, equipment delays and/or changes to scope.

Sincerely,  
Brian Burns

Customer Signature \_\_\_\_\_

*This quote is confidential and exclusively for viewing by Princess Properties.  
This quote is valid for 30 days.*