



City of Cashmere

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

**CITY OF CASHMERE
STUDY SESSION
MONDAY, APRIL 9, 2012
6:00 P.M., CITY HALL**

AGENDA

BUSINESS ITEMS

- **Discussion to gather questions and/or concerns for Consultant Tom Davis to address regarding Law Enforcement service options**

TO ADDRESS THE COUNCIL, PLEASE BE RECOGNIZED BY THE MAYOR.
PLEASE STATE YOUR NAME WHEN YOU BEGIN YOUR COMMENTS.

Americans with Disabilities Act (ADA) accommodations provided upon request.
(48-hour notice required)



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CASHMERE CITY COUNCIL MEETING
MONDAY, APRIL 9, 2012 7:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSE ABSENCE

ANNOUNCEMENTS & INFORMATION

- Certificate of Appreciation for Rob Sweigard
- March Financial Reports will be on the website

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of March 26, 2012 Regular City Council Meeting
2. Payroll and Claims Packet Dated April 9, 2012

BUSINESS ITEMS

3. Amendment No. 1 to Owner-Engineer Agreement for the Wastewater Treatment Facility project
4. Change Order No. 3 on the Sunset Highway project – Crunch Pak
5. Change Order No. 4 on the Sunset Highway project – City of Cashmere
6. Local Agency Standard Consultant Agreement for Tigner Road project
7. Street Striping Agreement with Washington State DOT

PROGRESS REPORTS

ADJOURNMENT

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

MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY, MARCH 26, 2012 AT CASHMERE CITY HALL

OPENING

Mayor Jeff Gomes opened the regular city council meeting at 7:00 p.m. at City Hall. Clerk-Treasurer Kay Jones took minutes.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jeff Gomes	
Council:	Skip Moore Jim Fletcher Donna Wynne Derek Knutsen John Bryant	
Staff:	Bob Schmidt, Dir. of Operations Kay Jones, City Clerk-Treasurer Mark Botello, Dir. of Planning/Building	

FLAG SALUTE

PUBLIC COMMENT PERIOD

Mark Kulaas a member of the Wenatchee City Council stood before the Mayor and Council and thanked the City of Cashmere for their willingness to work on a solution regarding the Town Toyota Center and for amending the Public Facilities District Interlocal Agreement. Mr. Kulaas extended his sincerest apology for what this has caused the City.

APPROVAL OF AGENDA

MOVED by Councilor Bryant and seconded by Councilor Wynne to approve the agenda as submitted. Motion carried.

CONSENT AGENDA

Minutes of March 12, 2012 Regular City Council Meeting

Payroll and Claims Packet Dated March 26, 2012

Claims Check Nos. 31940 through 31963 totaling \$73,754.51

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

BID AND RECOMMENDATION OF AWARD FOR THE RIVERFRONT DR. WATER & SEWER MAIN EXTENSIONS

The City received seven bids on March 15th for the Riverfront Drive water and sewer main extensions. Pipkin Construction out of East Wenatchee was the apparent low bidder; their bid was \$377,057.34, which includes sales tax.

The submitted bids ranged from a low of \$377,057.34 to a high of \$572,599.21. The low bid for the project is approximately 45% below the engineer's estimate of \$684,651.35.

RH2 Engineering considers Pipkin Construction's proposal to be in compliance with the contract requirements and recommends award of the project to Pipkin Construction.

MOVED by Councilor Bryant and seconded by Councilor Fletcher to select Pipkin Construction for the Riverfront Drive water and sewer extension project. Motion carried.

SHORELINE MANAGEMENT GRANT AGREEMENT WITH ECOLOGY

The Department of Ecology is granting the City \$4,000 to complete Cashmere's update to its Shoreline Master Program (SMP). Chelan County received grant money to be the lead agency in updating the Shoreline Master Program for all the entities in the county. The City received \$8,500 from Chelan County to be applied towards Cashmere's SMP update process. The SMP is not complete and the County is out of money. Cashmere is required by law to have its SMP adopted by June 30, 2013. With the grant of \$4,000 the goal of city staff is to have Cashmere's SMP ready for final adoption in early 2013.

MOVED by Councilor Fletcher and seconded by Councilor Wynne to approve the Department of Ecology's SMP Grant Agreement subject to Ecology final approval. Motion carried.

CHELAN COUNTY PUD ANCHORING POLE EASEMENT AGREEMENT

The proposed anchoring pole easement agreement is for the "Smolt Trap" to be located at the City of Cashmere's Wastewater Lagoon site. The City of Cashmere issued a shoreline substantial development permit for the subject project in February and received approval from Ecology.

MOVED by Councilor Fletcher and seconded by Councilor Knutsen to approve the Chelan County PUD Anchoring Pole Easement Agreement. Motion carried with four in favor and Councilor Moore voting no.

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITIES OF LEAVENWORTH AND CASHMERE AND TOM DAVIS FOR CONSULTANT SERVICES

The purpose of the professional services agreement is to provide the cities with consulting services to assist in a review of its law enforcement services, to provide recommendations, and to assist the cities with implementation of their decisions relative to law enforcement services.

City Attorney Chuck Zimmerman made several amendments to the agreement and the blue lined version was presented to council for action.

MOVED by Councilor Fletcher and seconded by Councilor Knutsen to approve the professional services agreement with the amendment; not to exceed \$4,000 of which the City of Cashmere will pay \$2,000. Motion carried.

Mayor Gomes informed the council that Mr. Davis would like both city councils to provide some insight on what questions and information they will want him to provide in the initial step of this process.

PROGRESS REPORTS

Director Botello submitted a progress report in the packet regarding building permits, training, commissions and committees and grants.

Director Schmidt reported that he has received the 90% completed plans from RH2 Engineering for the construction of the wastewater treatment plant and we are still on target for going out to bid in June.

The target date for paving Sunset Highway is April 20th and 21st so there is a flurry of activity going on in preparation. Also, the new water main installed on Sunset Highway has reduced a ninety seven (97) gallon a minute water loss to less than one (1) gallon a minute.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 7:40 p.m.

Jeff Gomes, Mayor

Attest:

Kay Jones, Clerk-Treasurer

CITY OF CASHMERE

CERTIFICATE OF APPRECIATION

In recognition of outstanding service,
this certificate is awarded to

Rob Sweigard

As a testimonial of loyal and dedicated service which you
have demonstrated to the City of Cashmere as Fire Chief.

Your commitment to the City and dedication to excellence
as Fire Chief from May 1, 2007 through March 31, 2012, is
especially appreciated.

On behalf of the staff and citizens of the City of Cashmere, I
extend to you our sincere appreciation for the outstanding
performance of your duties and our very best wishes for
your continued success.

Presented this 9th day of April, 2012

Jeff Gomes, Mayor

Attest:

Kay Jones, City Clerk-Treasurer



Staff Summary

Date: April 9, 2012
To: City Council
From: Bob Schmidt, Director of Operations
RE: Amendment No. 1, to Owner - Engineer Agreement , Wastewater Treatment Facility Project

See the Attached Amendment Documents.

Exhibit K

2.a. Rather than trust the new Wastewater Treatment Plant System Programming and Telemetry Programming to a lowest bidder, Dave Dunnell, USDA Rural Development Engineer has agreed that the best choice to do the programming is the designer. The Cost for the programming will come from the construction part of the budget.

b. Additional Tasks for Final Design (not anticipated in the initial agreement)

Pg. 1 j. Pre-bidding four pieces of equipment.

Pg. 2 k. Additional Equipment and Features (see the details on page 2), The additional (latest technology) features to enhance operational performance and flexibility and reduce operational costs required 20 percent more plan sheets than originally anticipated. These additional costs are within the contingency budget for additional engineering costs.

Pg. 2 11. Increased time needed for review because of the increase in plan sheets.

Pg. f. Engineers Rate adjustment (allowed for in the agreement)

Pg. 3. 3.c. This amendment amount of \$615,640 is a \$225,000 increase in engineering cost and the programming amount of \$390,640 is a construction cost item.

**Staff Recommends that Council
Approves this Amendment No. 1 to the Owner – Engineer Agreement, Subject to USDA
Rural Development approval.**

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 10/12/10.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: 10/12/10
- b. Owner: City of Cashmere
- c. Engineer: RH2 Engineering, Inc.
- d. Project: Wastewater Treatment Facility Project

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:

Task A1.05: Construction Phase – *New Task for Wastewater Treatment Facility Control Programming Services*

20. RH2 will provide control system programming services for the wastewater treatment facility. See Attached Scope and Fee estimate.

- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

Task A1.03: Final Design Phase – *Additional Work Tasks for Final Design*

A.

1.

j. RH2: Pre-bidding Four Pieces of Major Equipment – Prepare bid documents, coordinate agency reviews, revise documents based on agency reviews, assist owner with bidding process, answer bidders questions and prepare written responses and addendums to bidding documents, assist owner with selection and preparing contracts

with selected equipment suppliers and incorporate pre-bid information into the wastewater treatment plant contract for the prime contractor.

k. RH2: Additional Equipment and Features Added to the project – Equipment and features were added to the project during the pre-design and design process in an effort to utilize the most recent methods and systems available for improving the long term operational performance of the facility. Operational flexibility was added to the headworks, equalization basin, treatment basins, clarifiers, solids handling and evaporation pond to improve long term performance and reduce operational costs. The number of plan sheets required for the final design was 20 percent more than originally anticipated. The major equipment items added include the following:

Mixer/Aerator Equipment – Additional mixer equipment for the activated sludge process and mixer aerator for the solids treatment process were added to improve plant performance and reduce long term operating costs.

Dissolved Air Flootation (DAF) Thickening Equipment – DAF equipment and related diversion/piping/pumping and building space was added to improve treatment performance based on the most recent information available for biological phosphorus removal treatment facilities.

Task 2.01: Additional Services

A.

7.a. This task for identifying water rights opportunities and permitting requirements was completed under budget. Additional tasks for completing and filing the permit applications requesting additional water rights for the City's use were added and have been completed.

11. Independent consultants require additional fee for reviews and other tasks related to the additional equipment and complexity added to the project.

- c. The responsibilities of Owner are modified as follows: *No changes.*
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Task A1.05: Construction Phase – New Task for Wastewater Treatment Facility Control Programming Services - \$390,640. See attached fee estimate for details.

Task A1.03: Final Design Phase – Additional Work Tasks for Final Design

j. Pre-bidding Four Pieces of Major Equipment - \$40,000.

k. Additional Equipment and Features Added to the project - \$155,000

Task 2.01: Additional Services

A.

7.a. Water right applications – No additional fee.

11. Independent Consultant Reviews - \$30,000

e. The schedule for rendering services is modified as follows: *There are no changes to the schedule for the additional services.*

f. Other portions of the Agreement (including previous amendments, if any) are modified as follows: Exhibit C – Appendix 2: Schedule of Rates and Charges has been updated to reflect 2012 hourly rates, effective for work performed after January 1st, 2012. See attached 2012 Schedule of Rates and Charges.

3. Agreement Summary (Reference only)

a. Original Agreement amount:	\$2,705,202_____
b. Net change for prior amendments:	\$ 0_____
c. This amendment amount:	\$615,640_____
d. Adjusted Agreement amount:	\$3,320,842_____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date Signed: _____

EXHIBIT C - APPENDIX 2
RH2 Engineering, Inc.
SCHEDULE OF RATES AND CHARGES

2012 HOURLY RATES

CLASSIFICATION		RATE	CLASSIFICATION		RATE
Professional	IX	\$187.00	Technician	IV	\$121.00
Professional	VIII	\$187.00	Technician	III	\$113.00
Professional	VII	\$179.00	Technician	II	\$84.00
			Technician	I	\$77.00
Professional	VI	\$168.00			
Professional	V	\$158.00	Administrative	V	\$114.00
Professional	IV	\$150.00	Administrative	IV	\$93.00
			Administrative	III	\$78.00
Professional	III	\$139.00	Administrative	II	\$64.00
Professional	II	\$129.00	Administrative	I	\$55.00
Professional	I	\$120.00			

IN-HOUSE SERVICES

In-house copies (each)	8.5" X 11"	\$0.09	CAD Plots	Large	\$25.00
In-house copies (each)	8.5" X 14"	\$0.14	CAD Plots	Full Size	\$10.00
In-house copies (each)	11" X 17"	\$0.20	CAD Plots	Half Size	\$2.50
In-house copies (color) (each)	8.5" X 11"	\$0.90	CAD System	Per Hour	\$27.50
In-house copies (color) (each)	8.5" X 14"	\$1.20	GIS System	Per Hour	\$27.50
In-house copies (color) (each)	11 X 17"	\$2.00	Technology Charge		2.5% of Direct Labor
			Mileage		Current IRS Rate

EXHIBIT C - OUTSIDE SERVICES

Outside direct costs for permits, fees, reports, maps, data, reprographics, couriers, postage, and non-mileage related travel expenses that are necessary for the execution of the project and are not specifically identified elsewhere in the contract will be invoiced at cost.

All Subconsultant services are billed at cost plus 15%.

CHANGES IN RATES

Rates listed here are adjusted annually. The current schedule of rates and charges is used for billing purposes. Payment for work accomplished shall be based on the hourly rates and expenses in effect at the time of billing as stated in this Exhibit.

NEW TASK A1-05
Amendment No. 1
Scope of Work
City of Cashmere
Wastewater Treatment Facility
Control System Services During Construction
Professional Engineering Services

March 2012

BACKGROUND

The City of Cashmere (City) will require control system services during construction (SDC) for the integration of control equipment at new wastewater treatment plant.

The City has requested that RH2 Engineering, Inc., (RH2) provide SDC services consisting of the following major project tasks:

- Project administration.
- Process control software architecture design workshop.
- Control system review workshop with City staff.
- Operator interface (OI), programmable logic controller (PLC), and human-machine interface (HMI) software development to control and monitor treatment plant systems.
- Startup, testing, and commissioning of the new control system hardware and software.
- Final operations and maintenance (O&M) documentation.
- Training on the control systems operation.

DEFINITIONS

SCADA – Supervisory control and data acquisition. Distributed computer control system used for monitoring and controlling remote City water facilities.

PLC – Programmable logic controller. Industrial monitoring and control computer that will be used for replacing existing S&B tone units.

MTU – Master telemetry unit. This refers to the central City headquarters SCADA equipment.

HMI – Human-machine interface. The Microsoft Windows-based graphical computer interface used by City staff for monitoring the entire SCADA system.

OI – Operator Interface. Graphical touch screen provided at remote facilities for operator monitoring and control of a facility while on site.

O&M – Operations and maintenance.

RFI – Requests for information.

Task 1 – Project Administration

Objective: Manage and coordinate engineering disciplines and related services required for project completion.

Approach:

1.1 Project Team Conference Calls and Action Items

Communicate issues with City project team by phone on an as-needed basis. Develop meeting minutes and submit within three (3) days of meetings, site visits, or conference calls. Develop and maintain an action item list that includes owner of each action item. Update list on weekly basis at a minimum.

1.2 Project Management

Manage the project team to track work elements accomplished, work items planned for the next phase, man-hours, scope changes, time, and budget needed to complete the work. Prepare monthly progress reports to summarize work accomplished for the month, anticipate work for the following month, and identify potential problems or changes. Submit a monthly invoice summarizing costs and remaining budget.

RH2 Deliverables

- Weekly action item list.
- Monthly progress reports.
- Meeting agendas and minutes issued electronically.

Assumptions: *The budget for Task 1 is based on 91 total hours as identified in Exhibit B. If additional hours are needed to accomplish Task 1 due to events beyond RH2's control, RH2 will notify the City in advance of additional hours needed, and additional hours shall be mutually negotiated.*

Task 2 – Software Development, Testing, Startup

Objective: Provide control software development services for new OI and PLC equipment. Provide software development services for SCADA computer systems. Provide factory testing, field testing, startup and commissioning services at all facilities.

Approach:

2.1 Software Development Workshops

Coordinate a minimum of three (3) software development workshops. Workshops will be used to review facility data point standards, control standards and HMI graphical object standards.

2.2 PLC Software Development

- Based on the control panel design and City data point standards defined in task 3.1, develop the PLC data point names, descriptions, and addresses for the following control panels:
 1. Headworks Building Control Panel

2. In-plant Pump Station Building Control Panel
 3. Equipment Building Control Panel
 4. Solids Handling/Digesters Building Control Panel
- Based on facility requirements, develop control loop descriptions, alarm interlocks, and control data required between the following facility controllers:
 1. Administration Building Remote I/O Controller
 2. Headworks Building Controller
 3. In-plant Pump Station Building Controller
 4. Equipment Building Controller
 5. Solids Handling/Digesters Building Controller
 - Based on the previously defined PLC information, develop software for the following control panels using RSLogix 5000 for CompactLogix PLCs:
 1. Headworks Building Control Panel
 2. In-plant Pump Station Building Control Panel
 3. Equipment Building Control Panel
 4. Solids Handling/Digesters Building Control Panel

2.3 OI Software Development

Develop the OI for the following control panels using City standards:

1. Headworks Building Control Panel
2. In-plant Pump Station Building Control Panel
3. Equipment Building Control Panel
4. Solids Handling/Digesters Building Control Panel

OI screen designs will be consistent with HMI screen designs. OI screens will contain the same graphical program, which will be a subset of the HMI screen design. City staff will have final approval of HMI screen designs.

2.4 SCADA Computer Software Configuration and Development

- Based on HMI standards at software development workshops, work with City staff to develop HMI screen designs and layouts. City staff will have final approval of HMI screen designs.
- Work with City staff to develop the following HMI computer software:
 - Overall HMI screen layout design to identify which sections of HMI screen are static and which parts are dynamic. Status sections of screen are always displayed

and will consist of overall menu, alarm list, and user security components. Dynamic sections of screen are areas that change based on user selections.

- Overall facility process display that identifies major plant information in one overall screen. Links from this screen will dynamically display facility subsections.
 - SCADA screens for City lift stations and water treatment plant.
 - Facility displays for each treatment subsystem.
 - Facility setpoint control components.
 - Facility real time and historical alarms and events displays. Historical displays will filter alarms and events by specific time and date.
 - Facility historical trending of analog and discrete data. This screen will be configurable to display normal groups of data or ad-hoc data. Trend data/time information will be selectable. Trend data will be capable of exporting to .CSV files.
 - Summary displays will show summaries of totals, averages, minimums and maximums. This information will be displayed for daily, monthly, and yearly periods of time.
- Develop system reports based on information identified during software development workshops.

2.5 Review and Integration of Prepackaged Sub Systems

Coordinate with prepackaged system suppliers for the UV and belt filter press subsystems regarding integration into the facility control system. This work will consist of review and approval of subsystem control interfaces and integration of the subsystems into the overall control network.

2.6 Factory Testing

As the contractor completes each facility control panel, perform a factory test at the contractor's panel shop that will include the following:

- Compare the final fabricated products against the original design criteria.
- Test the power systems.
- Test the networking and communications components.
- Test the PLC controller and OI.
- Test the discrete and analog inputs and outputs through simulation equipment.
- Load the latest software in the PLC and OI software.
- Test the PLC analog scaling code.
- Test the PLC system alarms code.

- Test the PLC totalizing and system summary code.
- Test the PLC control loops code.
- Test the OI code during PLC code testing.

The City will be invited to approve the final panel configuration at the contractor panel shop after testing is complete and to use this opportunity as a first level of training on the use of the field control equipment.

A factory test report will be completed for each control panel.

2.7 Startup and Commissioning

- SCADA Computer Systems

Work with contractor to install the new HMI computer servers at the Administration Building Network Room. The work will consist of installation of Microsoft software, HMI software, and any software utilities required to maintain the SCADA computer systems.

- RH2 will configure tablet computers to be able to securely connect to the treatment plant for remote access by City staff.
- RH2 will configure the backup autodialer system.
- Facility Startup and Commissioning

The Contractor will determine the order of the facility startups based on the implementation plan in the project specifications. Once the contractor, the City and RH2 agree on a startup date, the following steps will be implemented:

1. Install facility software components at the Administration Building Network Room SCADA computers prior to testing. These components consist of HMI, alarm notification, and reporting software.
2. Work with Contractor with the installation of the new radio equipment at the existing City lift stations and water treatment plant. This work will consist of radio and PLC configuration at the facilities.
3. RH2, the City, and the contractor will be on-site at the treatment facility during testing.
4. Rerun the factory tests that were implemented during subtask 2.5 using existing facility instrumentation.
5. Test communications between the facility controllers and the HMI computer systems.
6. Test data points and control capabilities between the facility controllers.
7. RH2, the contractor, and the City will test control capabilities of the facility.
8. Add installation failures identified during startup to a punchlist for the contractor to resolve. It is understood that these failures may be resolved during startup, or may require additional time to resolve and cause testing to be delayed.

9. RH2 and the City will to approve the completion of a facility based on the original design and information developed and approved in tasks 2.1 – 2.5. Major changes to the system at the time of testing are not included in this Scope of Work.

RH2 Deliverables

- Completed PLC information developed during subtasks 2.2.
- Completed OI and HMI screen designs developed in subtasks 2.3 and 2.4.
- Factory testing reports completed during subtask 2.6.
- Final startup and commissioning reports completed during subtask 2.7.

Assumptions: RH2 Task 2 will provide a total of 1926 hours as identified in **Exhibit B** hours of software development, testing and startup services to City staff as described to the City. City staff will review and approve all information defined in subtask 2.1 before PLC software development begins. City staff will review and approve all OI and HMI screen designs developed in subtasks 2.3 and 2.4. City staff will be responsible for final approval of design within a reasonable timeframe. RH2's fee estimate assumes a certain level of cooperation and timeliness from any third parties required for testing. If additional hours are needed to accomplish Task 2 due to events beyond RH2's control, RH2 will notify the City in advance of additional hours needed, and additional hours shall be mutually negotiated.

Task 3 – O&M Documents

Objective: Prepare documentation material of the SCADA system for current and future operation and maintenance the system.

Approach:

3.1 Final Control Documentation

Document final commissioning report based on startup reports.

3.2 Finalize O&M Materials

Coordinate with the contractor to prepare O&M documentation identified in project specifications. RH2 will supply all control system documentation and software to the contractor for inclusion in final O&M documents.

3.3 Review of O&M material with City staff

RH2 will review control system O&M material with City staff. This will consist of final drawings, software, and software documentation and control system operations documentation.

RH2 Deliverables

- One (1) electronic copy of PLC and OI software and SCADA computer system software.
- One (1) electronic copy of the following items:
 - Project spreadsheet file that includes information about the software configuration, addressing, data point names, alarms, control loops, and operations documentation.
 - SCADA computers configuration information.
 - O&M material from the contractor as specified in contract documents.

Assumptions: RH2 will provide 182 hours as identified in **Exhibit B** of O&M services to City staff as described to the City. If additional hours are needed to accomplish Task 3 due to events beyond RH2's control, RH2 will notify the City in advance of additional hours needed, and additional hours shall be mutually negotiated.

Task 4 – Training

Objective: Provide training for City staff at points throughout the duration of the project. This will augment staff understanding of the completed SCADA system.

Approach:

4.1 Individual Subsystem Training

- At the end of the factory testing, City staff will be invited to review the final operation of each facility control panel before it is installed in the field. This is the first level of training that enables City staff to view hardware and software components before they are installed. This also enables the City to identify minor software or hardware issues that can be resolved before installation.
- During installation, City staff may work with the contractor to test instrumentation wiring prior to startup to prevent delays during final testing. This exercise will train City staff on the facility instrumentation and how it interacts with the new automatic control equipment.
- During final startup and commissioning, City staff will be onsite to help with the testing identified in subtask 2.6. This will be the City's first experience using the system in an operating facility.
- After final startup and commissioning, formal training will be provided at this facility using preliminary O&M documentation.

4.2 Final System Training

- Up to two (2) eight (8) hour formal on-site training classes will be provided at the City headquarters to familiarize City staff with all aspects of the control system utilizing the O&M manual as a training aid.

Assumptions: RH2 will provide a total of 110 hours as identified in **Exhibit B** for on-site system training work to City staff as described to the City. If the City requires assistance above and beyond the fee amount associated with Task 4, the City and RH2 will mutually agree upon an additional fee amount for continued training.

Task 5 – Ongoing Support

Objective: Provide additional facility support after final commissioning training. This support will consist of software support or additional facility training.

Approach:

5.1 Ongoing Control System Support

Provide additional control system support for a period of one (1) year based on feedback from City staff regarding the operations of the facility.

5.2 **Ongoing Training Support**

Provide additional training support for a period of one (1) year based on requests from City staff.

Assumptions: *RH2 will provide 128 hours as identified in **Exhibit B** for off-site final system support and training work to City staff as described to the City. If the City requires assistance above and beyond the fee amount associated for task 5, the City and RH2 will mutually agree upon an additional fee amount for continued training.*

NEW TASK A1-05
 Amendment No. 1
 City of Cashmere

**Wastewater Treatment Plant
 Control System Services During Construction**
 Estimate of Time and Expense

Task	Description	Classification	Professional						Total Hours	Total Labor	Subcontract	Total Expense	Total Cost
			Manager VII	Engineer VI	Specialist VI	Specialist V	Specialist II	Administrative III					
Task 1 PROJECT MANAGEMENT/ADMINISTRATION													
1.1	Project Team Conference Calls and Action Items		3	-	22	22	-	47	\$ 7,708	\$ -	\$ 193	\$ 7,902	
1.2	Project Management		12	-	18	16	-	44	\$ 7,364	\$ -	\$ 194	\$ 7,558	
	Subtotal		15	-	38	38	-	91	\$ 15,073	\$ -	\$ 377	\$ 15,450	
Task 2 SOFTWARE DEVELOPMENT, TESTING, STARTUP													
2.1	Software Development Workshops		6	16	48	48	-	122	\$ 19,722	\$ 3,000	\$ 493	\$ 23,215	
2.2	PLC Software Development		24	12	120	120	-	488	\$ 73,812	\$ -	\$ 1,945	\$ 76,657	
2.3	Operator Interface Software Development		8	4	80	-	-	180	\$ 28,896	\$ -	\$ 872	\$ 27,988	
2.4	SCADA Computer Software Configuration and Development		12	6	80	150	-	248	\$ 39,848	\$ -	\$ 888	\$ 38,845	
2.5	Review and Installation of Prepackaged Sub Systems		4	4	36	40	-	84	\$ 13,756	\$ -	\$ 898	\$ 14,655	
2.6	Factory Testing		2	4	40	80	-	180	\$ 27,452	\$ -	\$ 898	\$ 28,350	
2.7	Startup and Commissioning		32	40	200	200	-	672	\$ 88,224	\$ -	\$ 4,071	\$ 92,295	
	Subtotal		94	86	604	488	646	1926	\$ 293,908	\$ 3,000	\$ 5,985	\$ 306,973	
Task 3 OPERATIONS & MAINTENANCE DOCUMENTS													
3.1	Final Control Documentation		4	4	20	40	-	148	\$ 20,194	\$ -	\$ 604	\$ 21,088	
3.2	Finalize O&M Materials		1	-	-	8	-	25	\$ 3,098	\$ -	\$ 77	\$ 3,175	
3.3	Review of O&M material with City Staff		6	4	20	56	-	86	\$ 14,413	\$ -	\$ 147	\$ 14,560	
	Subtotal		6	4	20	56	64	182	\$ 24,705	\$ -	\$ 1,129	\$ 25,835	
Task 4 TRAINING													
4.1	Individual Sub-system Training		16	4	20	16	-	79	\$ 11,800	\$ -	\$ 660	\$ 12,460	
4.2	Final System Training		2	-	12	12	-	94	\$ 4,894	\$ -	\$ 722	\$ 5,616	
	Subtotal		18	4	32	28	16	110	\$ 16,694	\$ -	\$ 1,382	\$ 18,076	
Task 5 Ongoing Support													
5.1	Ongoing Control System Support		-	-	32	32	-	84	\$ 10,432	\$ -	\$ 1,928	\$ 12,360	
5.2	Ongoing Training Support		-	-	32	32	-	84	\$ 10,432	\$ -	\$ 1,928	\$ 12,360	
	Subtotal		-	-	64	64	-	128	\$ 20,864	\$ -	\$ 3,856	\$ 24,720	
PROJECT TOTAL			133	94	758	674	726	52	2437	\$ 371,145	\$ 3,000	\$ 16,495	\$ 390,640

Staff Summary

Date: April 9, 2012
To: Cashmere City Council
Mayor Gomes
From: Mark Botello
RE: Change Order No. 3 on the Sunset Highway project – Crunch Pak

As of writing this Staff report, Staff does not have Change Order #3. This change order is currently going through the appropriate review/approval process (Contractor & Crunch Pak). Staff will go over this in more detail at the Council meeting.

Change Order #3 is for Crunch Pak for they are requesting minor modifications to Sunset Highway road project. Crunch Pak is requesting two driveway approaches to be removed from the Sunset Highway project, because of their expansion project. The old Sunset Carwash and Sunset Laundromat driveway approaches will be removed. This change order is paid for 100% by Crunch Pak.

Change Order #3 will be provided at the Council meeting.

Staff Summary

Date: April 9, 2012
To: Cashmere City Council
Mayor Gomes
From: Mark Botello
RE: Change Order No. 4 on the Sunset Highway project – City of Cashmere

As of writing this Staff report, Staff does not have Change Order #4. This change order is currently going through the appropriate review/approval process (Contractor & City). Staff will go over this in more detail at the Council meeting.

Change Order #4 is for City of Cashmere specific project items, which will be identified in the change order.

Change Order #4 will be provided at the Council meeting.

Staff Summary

Date: April 9, 2012
To: Cashmere City Council
Mayor Gomes
From: Mark Botello
RE: Local Agency Standard Consultant Agreement-Tigner Road

Please see attached Local Agency Standard Consultant Agreement for the Tigner Road Preservation Project. The attached federal agreement documents for this preservation project were approved by WSDOT on March 27, 2012.

This project is funded by:

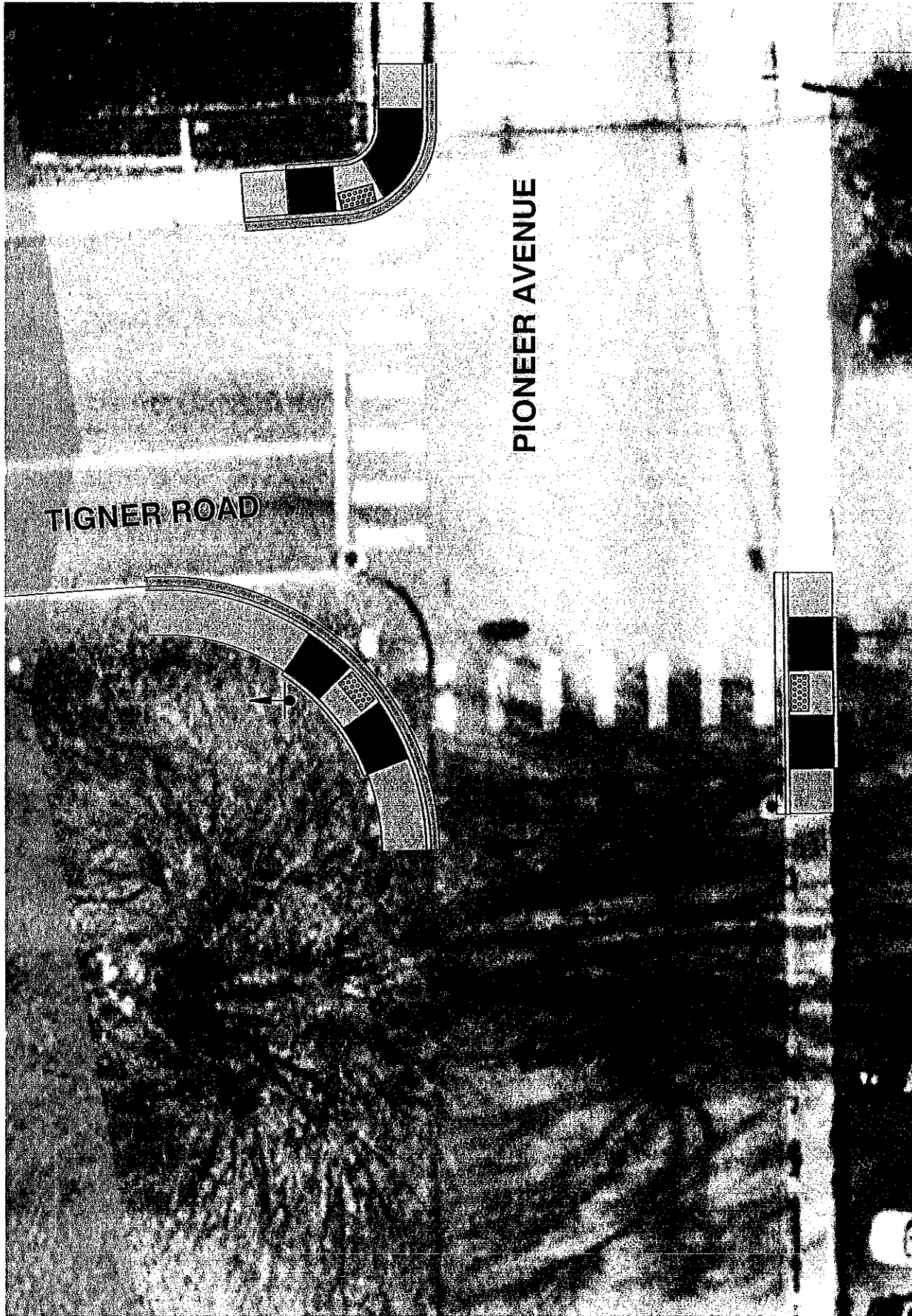
- | | | |
|---|-----------------|--------------------------------------|
| • STP-Pavement Preservation (86.5%): | \$174,730 | Approval notified on 2/28/2011 |
| • <u>TIB-Federal Match Program (13.5%):</u> | <u>\$27,270</u> | <u>Approval notified on 4/4/2012</u> |
| Total project cost: | \$202,000 | |

Additional right-of-way is required for this project as shown on the exhibit map. This would be a donation from the School District (staff will go over this right-of-way acquisition in more detail at the Council meeting).

RECOMMENDATION:

Motion to approve and authorizing Mayor to sign the Local Agency Standard Consultant Agreement for the Tigner Road Preservation project.

THE CITY OF CASHMERE



PIONEER AVENUE

TIGNER ROAD

TIGNER ROAD INTERSECTION IMPROVEMENTS

1" = 10'

APR 25, 2011
J. MATYJA-TIGER

Local Agency Standard Consultant Agreement		Consultant/Address/Telephone RH2 Engineering, Inc. 300 Simon Street SE, Suite 5 East Wenatchee, WA 98802	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement Agreement Number _____		Project Title And Work Description Tigner Road Preservation and Improvements Grind and overlay Tigner Road from Pioneer Avenue to the City limits including ADA ramp improvements.	
Federal Aid Number STPR-04CD(001)			
Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Overhead Rate _____ % Fixed Fee \$ _____			
<input checked="" type="checkbox"/> Specific Rates Of Pay <input type="checkbox"/> Negotiated Hourly Rate <input checked="" type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work		DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	
		Federal ID Number or Social Security Number 91-1108443	
		Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Completion Date December 31, 2012
		Total Amount Authorized \$ _____ 29,865.00	
		Management Reserve Fund \$ _____	
		Maximum Amount Payable \$ _____ 29,865.00	

Index of Exhibits (Check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work | <input checked="" type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates |
| <input type="checkbox"/> Exhibit A-2 Task Order Agreement | <input type="checkbox"/> Exhibit G-3 Sub Overhead Cost |
| <input type="checkbox"/> Exhibit B-1 DBE Utilization Certification | <input checked="" type="checkbox"/> Exhibit H Title VI Assurances |
| <input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data | <input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement |
| <input type="checkbox"/> Exhibit D-1 Payment - Lump Sum | <input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures |
| <input type="checkbox"/> Exhibit D-2 Payment - Cost Plus | <input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures |
| <input type="checkbox"/> Exhibit D-3 Payment - Hourly Rate | <input checked="" type="checkbox"/> Exhibit L Liability Insurance Increase |
| <input checked="" type="checkbox"/> Exhibit D-4 Payment - Provisional | <input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification |
| <input type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit | <input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification |
| <input checked="" type="checkbox"/> Exhibit E-2 Fee - Specific Rates | <input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary |
| <input checked="" type="checkbox"/> Exhibit F Overhead Cost | <input type="checkbox"/> Exhibit M-3 Lobbying Certification |
| <input checked="" type="checkbox"/> Exhibit G Subcontracted Work | <input type="checkbox"/> Exhibit M-4 Pricing Data Certification |
| <input checked="" type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input type="checkbox"/> App. 31.910 Supplemental Signature Page |

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the Local Agency of _____ City of Cashmere _____, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By _____ By _____

Consultant RH2 Engineering, Inc. Agency City of Cashmere

EXHIBIT A-1
Scope of Work
City of Cashmere
Tigner Road Preservation and Improvements

March 2012

Background

This Scope of Work describes Tasks to be performed in providing engineering services for the design, plans, specifications, and construction administration for overlaying approximately 1,400 lineal feet of Tigner Road in Cashmere, Washington. The project begins at the intersection of Pioneer Avenue and continues south to the city limits. RH2 Engineering, Inc., (RH2) will work with the City of Cashmere (City) to complete each of the following Tasks:

- Task 1 – Project Management
- Task 2 – Design & Permitting
- Task 3 – Plans, Specifications, and Estimate
- Task 4 – Services During Bidding
- Task 5 – Services During Construction

Work for Tasks 1 through 5 is authorized by the signing of this Agreement and issuance of notice to proceed. All other phases will be mutually negotiated and authorized by supplement to this Agreement.

Task 1 – Project Management

Objective: Monitor Scope of Work and budget; maintain project files and records; and coordinate the project for Tasks 1 through 5.

Approach:

- 1.1 Communicate progress to City staff on a weekly basis. Discussions will include an update on the Scope of Work, schedule, and budget. Identify out-of-scope issues. Additional tasks and associated fees may be authorized by the City prior to execution as a supplement.
- 1.2 Maintain project records.
- 1.3 Coordinate with the City and Washington State Department of Transportation (WSDOT) to authorize construction funding. This task includes preparing the local agency agreement supplement.

RH2 Deliverables:

- Monthly invoices.
- Local agency agreement supplement.

Note: All meetings will be initiated by the Consultant at least one week prior to the meeting.

Task 2 – Design and Permitting

Objective: Submit forms required to obtain the environmental permits necessary to construct the Tigner Road overlay. Design overlay road section and ADA ramp improvements.

Approach:

- 2.1 Complete Environmental Classification Summary (ECS) for NEPA compliance.
- 2.2 Develop proposed roadway section. This section will include three roadway cores. The roadway cores will penetrate the existing asphalt and include up to 1 foot of the subsurface material. The purpose of the roadway cores will be to determine the existing asphalt and surfacing depths as well as visually analyze the subsurface material. A gradation test and plasticity test will be completed. No other analysis will be completed in terms of subgrade strength tests and traffic loading. .
- 2.3 Design ADA ramp improvements.

Assumptions: *This project is an overlay project and is exempt from additional environmental reports and documentation other than the ECS form. It is assumed no surveying will be required. All improvements will be shown over an aerial photo. Elevation data will not be shown. WSDOT standard plans will be used for ramp construction. It is assumed existing roadway channelization and signage is adequate and will be perpetuated through this project. It is assumed existing curb and gutter will be utilized and no stormwater improvements will be required.*

The final recommended section will be based on current City standards, historical practices, and visual inspection of the roadway cores.

RH2 Deliverables:

- Completed ECS form.
- Roadway section design (or plan).
- ADA ramp layouts.

Task 3 – Plans, Specifications and Estimate

Objective: Develop a complete set of contract plans, specifications, and a cost estimate to be used for bidding and constructing the project.

Approach:

- 3.1 Prepare 95 percent plans. The 95 percent plan set will include:
 - Cover and legend sheet.
 - Plan sheets showing the proposed overlay, at 1-inch-equals-20-foot plan scale.
 - One detail sheet to include a roadway section and ADA ramp layout.
 - Construction signing and detour sheet.
- 3.2 Prepare contract documents, including schedule of prices and front-end bid documents.
- 3.3 Prepare technical specifications, including WSDOT Amendments and WSDOT General Special Provisions. Prepare project-specific special provisions to be used for bidding the proposed improvements. Technical specifications will be based on WSDOT/APWA format.

- 3.4 Prepare the 95 percent engineer's estimate of construction costs for the proposed improvements based on historical costs of similar projects in the vicinity, where possible.
- 3.5 Perform internal quality assurance/quality control (QA/QC) on project.
- 3.6 Prepare and present review plans, front-end and technical specifications, and construction cost estimate for City and WSDOT review and approval at the 95 percent design stage.
- 3.7 Finalize contract documents based on City and WSDOT review comments. Produce final bid sets.

Assumptions: *It is assumed that RH2 and the contractor will utilize WSDOT standard K-plans for traffic control.*

RH2 Deliverables:

- Two sets of contract plans (half size), specifications, and construction cost estimate at the 95 percent complete level.
- Contract plan sets (four half size and one full size), specifications, and a 95 percent engineer's estimate for bidding.

Task 4 – Services During Bidding

Objective: Assist with bidding project for award.

Approach:

- 4.1 Provide clarification and interpretation to the City as needed during the advertisement period.
- 4.2 Prepare up to one addendum if modifications to the contract documents are deemed warranted by the City and WSDOT during the advertisement period. Addendums will require WSDOT approval prior to distribution.
- 4.3 Attend bid opening.
- 4.4 Check bids for accuracy and prepare a bid summary tabulation. Based upon the bids received, recommend the lowest qualified bidder.

Assumptions: *The City will send the advertisement to the various publications and pay the publication costs. In addition, the City will utilize online services to reproduce and distribute the bid sets and any addendum. No paper hard copies will be produced or distributed. RH2 will maintain the bidders list.*

RH2 Deliverables:

- Advertisement for Bid.
- Up to one addendum.

Task 5 – Services During Construction

Objective: Provide construction inspection and administration services for the Tigner Road Preservation Improvements project.

Approach:

- 5.1 Prepare paperwork for inspection and construction documentation. Set up construction files. Track, assemble, file and maintain construction documentation.

- 5.2 Prepare and provide an agenda for the pre-construction meeting. Attend the pre-construction meeting. Prepare and provide required plan sets to the Contractor at the pre-construction meeting.
- 5.3 Coordinate with a materials testing lab to facilitate testing of concrete for the sidewalks and asphalt. This estimate assumes no other materials testing will be necessary. Materials testing will be an on-call service to RH2.
- 5.4 Provide one inspector for an average of 6 hours per day for 10 working days.
- 5.5 Review contract and materials submittals in accordance with project plans and specifications. This task includes time to check certified payrolls.
- 5.6 Provide a weekly working days statement to the City and the Contractor.
- 5.7 Prepare one pay estimate for submittal to the City for processing.
- 5.8 Assemble project records for closeout and transfer to the City of Cashmere. Prepare completion letters as required.

Assumptions: *It is assumed the contract will be 10 working days and part-time inspection will be required.*

Provided by City of Cashmere:

- Additional inspection services required.

RH2 Deliverables:

- Pre-construction meeting agenda.
- Copies of reviewed submittals.
- Weekly working days statements.
- Pay estimates.
- Project records.

Project Schedule

Bid ready plans and specification complete in the summer of 2012.

Construction anticipated in the summer of 2012.

Project completion in the fall of 2012 before school begins.

Exhibit C

Electronic Exchange of Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

- I. Surveying, Roadway Design & Plans Preparation Section
 - A. Survey Data
 - B. Roadway Design Files
 - C. Computer Aided Drafting Files
 - D. Specify the Agency's Right to Review Product with the Consultant
 - E. Specify the Electronic Deliverables to Be Provided to the Agency
 - F. Specify What Agency Furnished Services and Information Is to Be Provided
- II. Any Other Electronic Files to Be Provided
- III. Methods to Electronically Exchange Data
 - A. Agency Software Suite
 - B. Electronic Messaging System
 - C. File Transfers Format

Exhibit D-4

Payment (Provisional Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done based upon the provisional hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The actual hourly rates will be determined by an audit of the CONSULTANT'S last completed fiscal year and/or their current projected fiscal year. The provisional and/or audited rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

In the event re-negotiation of the hourly rates is conducted, the AGENCY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the re-negotiation accordingly. Any changes in the CONSULTANT'S fixed hourly rates may include salary or overhead adjustments.

2. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.

- d. All above charges must be necessary for the services provided under this AGREEMENT.
3. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."4. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
4. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "E" including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
5. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment.. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

6. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit E-2
 Consultant Fee Determination - Specific Rates of Pay

Project: City of Cashmere
 Tigner Road Preservation and Improvements

<u>Classification / Job Title</u>	<u>Hourly</u> <u>Rate</u>	<u>Overhead @</u> <u>186.16%</u>	<u>Profit @</u> <u>33.00%</u>	<u>Rate</u> <u>Per Hour</u>	x	<u>Labor Hours</u>	=	<u>Cost</u>
Professional IX	\$ 108.65	\$ 202.26	\$ 35.85	\$ 346.77		2.0		\$ 693.53
Professional VII	\$ 73.84	\$ 137.46	\$ 24.37	\$ 235.67		0.0		\$ -
Professional VI	\$ 65.67	\$ 122.25	\$ 21.67	\$ 209.59		0.0		\$ -
Professional V	\$ 58.47	\$ 108.85	\$ 19.30	\$ 186.61		58.0		\$ 10,823.55
Professional V	\$ 58.47	\$ 108.85	\$ 19.30	\$ 186.61		4.0		\$ 746.45
Professional V	\$ 58.47	\$ 108.85	\$ 19.30	\$ 186.61		0.0		\$ -
Professional IV	\$ 44.50	\$ 82.84	\$ 14.69	\$ 142.03		2.0		\$ 284.05
Professional III	\$ 37.64	\$ 70.07	\$ 12.42	\$ 120.13		0.0		\$ -
Professional II	\$ 32.93	\$ 61.30	\$ 10.87	\$ 105.10		119.0		\$ 12,506.83
Professional I	\$ 26.67	\$ 49.65	\$ 8.80	\$ 85.12		0.0		\$ -
Technician II	\$ 24.00	\$ 44.68	\$ 7.92	\$ 76.60		24.0		\$ 1,838.36
								<u>\$ 26,892.77</u>
<u>Reimbursables</u>	<u>Rate</u>	<u>Qty</u>						
CAD System Per Hour	\$ 27.50	39						\$ 1,072.50
CAD Plots Full Size	\$ 10.00	4						\$ 40.00
CAD Plots Half Size	\$ 2.50	52						\$ 130.00
CAD Plots Large	\$ 25.00	0						\$ -
In-house copies (each) 8.5" X 11"	\$ 0.09	901						\$ 81.09
In-house copies (color) (each) 8.5" X 11"	\$ 0.90	0						\$ -
Mileage	\$ 0.555	448						\$ 248.64
Misc.	\$ 10.00	0						\$ -
								<u>\$1,572.23</u>
Subconsultant Costs:								\$ 1,400.00
Subconsultant Markup:								\$ -
Total Subconsultant:								<u>\$ 1,400.00</u>
Grand Total:								<u>\$29,865.00</u>

Prepared by:
 E. Howe

2011

RH2 Engineering, Inc.
Overhead Schedule
Year End December 31, 2010

Direct Labor Base	3,486,493	100%
FICA & Medicare	415,362	11.91%
Unemployment	36,433	1.04%
Industrial Insurance	16,684	0.48%
Vacation, Holidays & Sick Leave	741,411	21.27%
Health & Accident Insurance	410,809	11.78%
Retirement Plan	226,444	6.49%
Total Direct Labor Overhead	1,847,144	52.98%
<i>G&A Overhead</i>		
Indirect Labor	2,336,608	67.02%
Bonus	676,762	19.41%
Office Rent	827,619	23.74%
Equipment Support	422,770	12.13%
B&O Taxes	222,336	6.38%
General Insurance	135,740	3.89%
Legal/Acctg/Computer Consult	27,983	0.80%
Travel	112,738	3.23%
Postage & Miscellaneous	34,972	1.00%
Telephone	87,811	2.52%
Supplies and Printing	135,257	3.88%
Professional Development	24,511	0.70%
Dues & Subscriptions	26,805	0.77%
Business Planning and Recruiting	95,530	2.74%
In-House Cost Reimbursed	(524,017)	-15.03%
Total G&A Overhead	4,643,425	133.18%
Total Overhead Costs	6,490,569	186.16%
Overhead Rate	186.16%	

All expenses not allowed have been removed.



104 EAST NINTH STREET
 WENATCHEE, WA 98801
 www.csiww.com

Construction Special Inspection

TEL: 509.664.4843
 FAX: 509.663.8534
 CELL: 509-881 8049

March 2, 2012

RH2 Engineering
 Attn: Erik Howe

RE: Tigner Road Coring / Revised

CSI is pleased to provide you with the following cost estimate for special testing on your project. The following tables are a breakdown of the tests and time needed to complete the required inspections and tests.

Laboratory Testing

The following table lists the projected number and types of tests that will be needed. The number of tests may vary depending on soil types encountered.

Coring	3	@	\$60.00	\$120.00
Gradation	3	@	\$75.00	\$225.00
Plasticity	3	@	\$85.00	\$255.00
HMA (1 day)	8	@	\$60.00	\$480.00
Extraction Gradation Rice	1	@	\$175.00	\$175.00

Project Administration

These costs are associated with project management and document preparation, report review and technician scheduling. Reports and test results will be faxed or emailed on a daily basis as directed.

Secretarial	1	@	\$45.00	\$45.00
Materials Testing Manager	.5	@	\$40.00	\$40.00
Travel	1	@	\$60.00	\$60.00

Total Estimated Cost	\$1400.00			
-----------------------------	------------------	--	--	--

Thank you for the opportunity to provide you with this estimate. We look forward to working with you on this and future projects. Please call if you have any questions.

Sincerely,
 Construction Special Inspection

Jon Hills

The total fees may be more or less than the estimate depending on project schedule, changes in the scope of services, and unanticipated work effort. If it appears the fees will exceed the estimate, Client will be notified immediately and services will be suspended until receipt of written authorization to proceed.



104 EAST NINTH STREET
WENATCHEE, WA 98801
www.csinw.com

Construction Special Inspection

TEL: 509.664.4843
FAX: 509.663.8534
CELL: 509-881 8049

February 28, 2012

Mr. Erik Howe, PE, Project Manager
RH2 Engineering, Inc.
300 Simon Street, Suite 5
East Wenatchee, WA 98802

RE: Coring and Testing/Inspection Services

Erik,

Please accept this letter as our statement of rates from CSI. CSI is a 6 person firm with no calculated overhead rate. Our testing and inspection services are charged as a hourly fee that includes direct salary, overhead and fees.

Our hourly rates are our lowest fee offered for inspection services. All non-salary costs are invoiced without mark-up.

Jon Hills	Area Manager	\$80.00
Roger Gill	Laboratory Manager	\$75.00
Jim Corrigan	Technician	\$60.00
Gene Mitchell	Technician	\$60.00
Adam Hill	Technician	\$60.00
Julie Hills	Administrative	\$45.00

Sincerely,
Construction Special Inspection

Jon Hills
Area Manager

Exhibit H

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.



Staff Summary

Date: April 9, 2012
To: City Council
From: Bob Schmidt, Director of Operations
RE: Street Striping Agreement with Washington State DOT

See the Attached Agreement.

WSDOT has been doing our street striping. This Year's estimate for striping is \$2,405 dollars.

**Staff Recommends that Council
Authorize the Mayor to sign WSDOT Maintenance Agreement number JB-2858 for street
striping.**



Maintenance Agreement Work by WSDOT for Other State, Federal, and Local Governmental Agencies (Total Cost of Agreement May Not Exceed \$50,000 Per Year)	Agency and Billing Address	Agreement Number JB-2858
	CITY OF CASHMERE 101 Woodring Street Cashmere, WA 98815-1034	
	Contact Name/Phone #	Bob Schmidt / (509) 782-3513
	Federal Tax ID #	916001408 L
Estimated Costs		
\$2,405.00		
Description of Work Paint stripe City streets per the attached Exhibit "A" and the MUTCD.		

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

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

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

1. GENERAL

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

2. PAYMENT

- 2.1 The estimated cost of the work is stated above. The AGENCY agrees to set aside funds for payment to the WSDOT in this amount.

- 2.2 The AGENCY agrees to pay the WSDOT for the work done within thirty (30) days from receipt of a WSDOT invoice, which shall include documentation supporting the work done.
- 2.3 If the AGENCY is a county or city, the AGENCY agrees that if it does not make payment as provided under the terms of this Agreement, the AGENCY authorizes the WSDOT to withhold and use as payment Motor Vehicle Fund monies credited or to be credited to the AGENCY.
- 2.4 The AGENCY agrees further that if payment is not made to the WSDOT within thirty (30) days from receipt of WSDOT's invoice, the WSDOT may charge late fees and/or interest in accordance with Washington State Law.

3. INCREASE IN COST

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

4. RIGHT OF ENTRY

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

5. TERMINATION CLAUSE

(Check the Appropriate Box Below)

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

6. DISPUTES AND VENUE

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

7. MODIFICATION

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

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

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

Exhibit "A"
JB-2858
CITY OF CASHMERE

- SINGLE, DASHED YELLOW CENTERLINE (approx. 10,000')
- DOUBLE, SOLID YELLOW CENTERLINE (approx. 6,000')
- SINGLE, SOLID WHITE FOG LINE (approx. 6,000')
- DOUBLE, SOLID & DASHED CENTERLINE (approx. 300')

