



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, SEPTEMBER 10, 2012
6:00 P.M., CITY HALL**

AGENDA

The study session is cancelled due to lack of an agenda.

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)

The City of Cashmere is an equal opportunity provider and employer.

To file a complaint of discrimination, write USDA, Director, Office of Civil rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202)720-6382 (TDD).



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CASHMERE CITY COUNCIL MEETING
MONDAY, SEPTEMBER 10, 2012 7:00 P.M., CITY HALL

AGENDA

CALL TO ORDER

FLAG SALUTE

EXCUSE ABSENCE

ANNOUNCEMENTS & INFORMATION

- August Financial Reports are on the Website

PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

APPROVAL OF AGENDA

CONSENT AGENDA

1. Minutes of August 27, 2012 Regular Council Meeting
2. Payroll and Claims Packet Dated September 10, 2012

BUSINESS ITEMS

1. Biosolids hauling and Beneficial Use Services contract with King County and Boulder Park Inc.
2. Supplemental agreement No. 4 for Sunset Highway Reconstruction Project

PROGRESS REPORTS

ADJOURNMENT

TO ADDRESS THE COUNCIL, PLEASE BE RECOGNIZED BY THE MAYOR.
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MINUTES OF THE CASHMERE CITY COUNCIL MEETING
MONDAY, AUGUST 27, 2012 AT CASHMERE CITY HALL

OPENING

Mayor Irle opened the regular city council meeting at 7:00 p.m. at City Hall. Secretary Teresa Prescott took minutes.

ATTENDANCE

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

FLAG SALUTE

ANNOUNCEMENTS & INFORMATION

Director of Planning & Building, Mark Botello announced he has presented his proposal for funding for Railroad Avenue to Wenatchee Valley Transportation Council at their meeting. Funds available amounted to 3.6 million dollars and requests for funding amounted to 3.8 million. The federal government subsequently provided money to fill that funding gap. Botello feels Cashmere has a good chance of receiving the grant. The City's match would be 13.5%.

Director Botello presented his proposal for Riverside Park in Olympia. Results should be available around mid-October.

Botello announced he has received an offer on the Fisher Street property in the amount of \$60,000. He was surprised to receive a full price offer.

Mayor Gomes announced he will be meeting with Chelan County PUD for an update on current events related to the PUD. The meeting is scheduled for 3:00 p.m. tomorrow.

PUBLIC COMMENT PERIOD

There were no public comments.

APPROVAL OF AGENDA

Moved by Councilor Bryant and seconded by Councilor Moore to approve the agenda as submitted. Motion carried.

CONSENT AGENDA

Minutes of August 13, 2012 Regular City Council Meeting
Payroll and Claims Packet Dated August 27, 2012

Claim Check Nos. EFT 07/2012 and #32450 through 32478 totaling \$83,801.36
Manual Check Nos. 32448 through 32449 not requiring prior approval

ANIMAL CONTROL CONTRACT PROPOSAL

Council discussed various items in the Wenatchee Valley Animal Control budget and the fact that WVAC is requesting an 8% increase for 2013, and 2% for 2014 and 2015, yet service is not increasing and calls seem to have decreased during the first 2 quarters of 2012.

WVAC has suggested licensing of cats to increase their Cashmere revenue. Revenue for dog licensing is credited to Cashmere.

Mayor Gomes stated there is plenty of time to discuss the contract since it does not become effective until January 1, 2013.

PROGRESS REPORTS

Director of Operations, Bob Schmidt presented pictures of the progress at the Wastewater Treatment Facility. The contractor is in the process of placing the bypass line from cell #1 to cell #3.

Schmidt also showed pictures of the progress on the Riverside Center fence.

Mayor Gomes stated that David Sherman has completed his first meeting with Sheriff Brian Burnett.

ADJOURNMENT

The meeting was adjourned at 7:38 p.m.

Jeffrey Gomes, Mayor

Attest:

Kay Jones, City Clerk-Treasurer



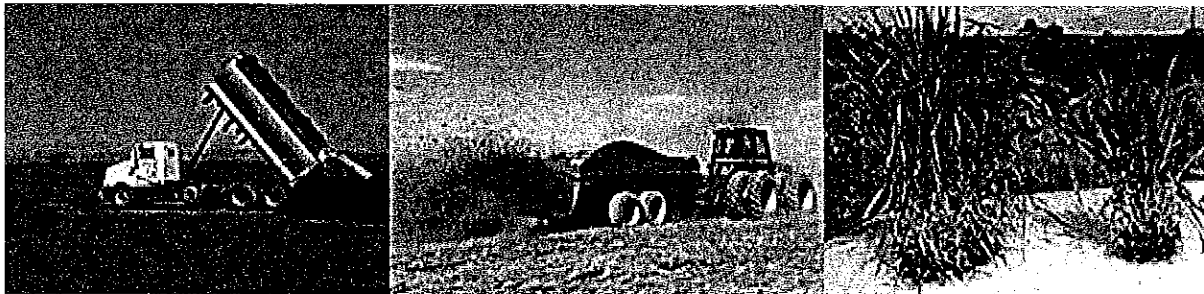
Staff Summary

Date: September 10, 2012
To: City Council
From: Bob Schmidt, Director of Operations
RE: Biosolids Hauling and Beneficial Use Services Contract with King County and Boulder Park Inc.

The City has had a long standing Contract with Boulder Park Inc. Boulder Park is a Biosolids Beneficial use corporation. They use biosolids as soil enhancement in farmland in much of Douglas County. Since the last time that we utilized their services they have changed their contractual relationship King County and so now, as we are hauling biosolids once more, we need to enter into a new contract with Boulder Park and King County.

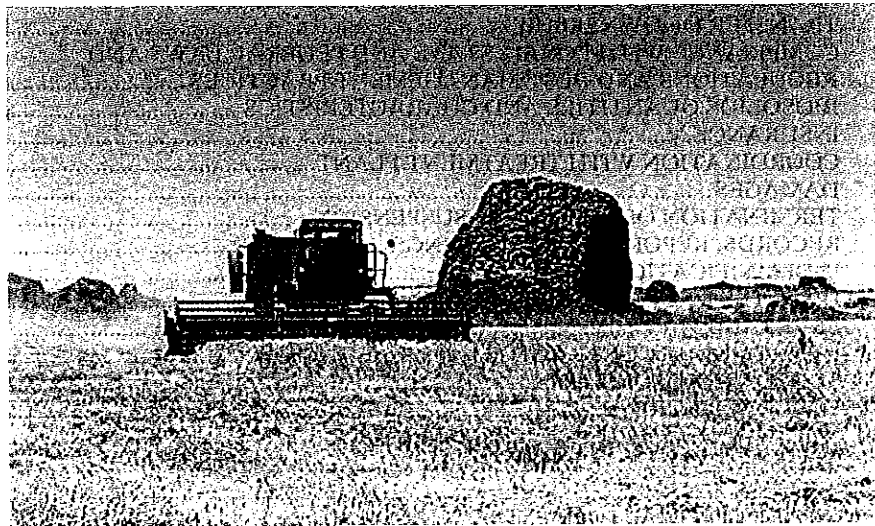
This Contract will allow the biosolids that we are hauling now to be utilized and also contains language that would allow our biosolids produced at our new treatment facility to be transported there as well.

Our City attorney has reviewed this Contract and his recommended changes have been made.



I recommend that Council authorize the Mayor to sign this Contract No. 01 0812 for the City of Cashmere with King County and Boulder Park Inc.

**BIOSOLIDS HAULING AND BENEFICIAL USE SERVICES
FOR THE CITY OF CASHMERE
AT THE BOULDER PARK PROJECT**



CONTRACT No. 01-0812

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- A: PROJECT ROLES & RESPONSIBILITIES
- B: EQUIPMENT LEASE RATE TABLE 2011
- C: BPI SPILL REPSONSE PLAN

DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Beneficial Use Facility or BUF: means a receiving-only facility consisting of a site or sites where biosolids from other treatment works treating domestic sewage are applied to the land for beneficial use, which has been permitted as a treatment works treating domestic sewage in accordance with the provisions of WAC 173-308-310, and that has been designated as a beneficial use facility through the permitting process.

Boulder Park Inc. or BPI: designates the farmer-owned company with headquarters in Mansfield, Washington, that manages biosolids land application operations.

Boulder Park Project or BPP: designates the name of the biosolids land application project in Douglas County, which has been operational since 1992. This project is jointly operated and managed as a BUF by BPI and King County (KC) as outlined in Attachment A, Project Roles and Responsibilities from Contract #471783. The BPP will be permitted as a BUF, so the term BPP will be interchangeable with the term BUF.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the City for the performance of services or Work under this Contract.

Party or Parties: the City (City), King County (KC) and BPI.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project: Same as Boulder Park Project (BPP).

Project Participants: General term to include the primary people who are involved with the Boulder Park Project (BPP). This would include the local farmers, local government agencies, local residents, Washington State Department of Ecology (Ecology), other public agencies, Washington State University extension service, etc.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either BPI, KC or the City, as applicable, and means that BPI, King County (KC), or the City, as applicable, has thereby entered into a covenant with the other Party or Parties to do or perform the same.

Soil Amendment Value: An agreed to monetary value that the farmer pays to BPI for the nutrient, organic matter and other benefits of biosolids to the soil and crop.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with BPI and/or King County (KC) to perform any portion of the Work covered by this Contract.

Subsection: For reference or citation purposes, Subsection shall refer to the paragraph, or paragraphs, called out by part, section and alphanumeric designator.

Work: Everything to be done and provided by BPI and King County (KC) for the fulfillment of the Contract.

This Contract is made and entered into effective as of the ___ day of August, 2012, by and between the City of Cashmere, (hereinafter referred to as "City"), BOULDER PARK INC. (hereinafter referred to as "BPI") and King County (hereinafter referred to as "KC"), witnesseth:

WHEREAS, the City produces biosolids as a by-product of its wastewater treatment process and desires to manage and beneficially use such biosolids; and

WHEREAS, the Boulder Park Project (BPP), located in Douglas County, Washington, is a Beneficial Use Facility (BUF) that has been permitted by the Washington State Department of Ecology for the application of biosolids; and

WHEREAS, BPI and KC have entered into a Contract to jointly manage and operate the BPP in accordance with all applicable local, state and federal laws, regulations and best management practices regarding applying dewatered biosolids as a soil amendment to lands; and

WHEREAS, the City desires to enter into this Contract with BPI and KC for (a) the application of the City's biosolids at the BPP, and (b) for the use of KC's equipment to apply the City's biosolids in accordance with all applicable federal, state and local regulations and with BPP requirements; and

WHEREAS, BPI currently possesses and agrees to maintain all necessary regulatory permits and approvals and to comply with all laws, rules and regulations applicable to the transport of biosolids material pursuant to this Contract; and

WHEREAS, it is in the best interests of the environment, the City and the public health, safety and welfare of the citizens served by City that this Contract be entered into; and

WHEREAS, all Parties agree to support and work towards excellence in biosolids management practices and to provide meaningful opportunities for public participation.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, it is hereby agreed as follows:

SECTION 1 PURPOSE

1.1 The purpose of this Contract is (a) to allow the City to purchase BPI's services which shall include all work necessary for the utilization of the City's biosolids at the BPP and (b) to allow the City to lease KC's biosolids application equipment for BPI to use in the application of the City's biosolids.

1.2 The further purpose of this Contract is to provide the City with a biosolids management and utilization option to complement any other potential biosolids management Contracts the City might have. The City has the sole right to allocate the biosolids deliveries among its biosolids contractors.

1.3 The City anticipates providing BPI with biosolids during the months of January through December.

1.4 The City will provide BPI with an estimated schedule of deliveries. The City, in its sole discretion, may adjust its estimated schedule of deliveries upon reasonable notice to BPI. Such schedule shall include estimated quantities and estimated timing of deliveries consistent with the City's operating plan and distribution needs. The estimate shall be based on the City's projections of production and distribution to other available reuse sites, cost, and other factors the City determines are reasonable and necessary.

1.5 During the term of the Contract, BPI agrees to accept up to one hundred (100) percent of the biosolids the City produces that have a total solids content of no more than ninety-five (95) percent and no less than ten (10) percent. Biosolids having a total solids content greater than ninety-five (95) percent or less than ten (10) percent may be accepted at BPI's sole discretion, and may be subject to the additional charges to be agreed upon by the City. All biosolids provided to the BPP by the City shall meet the pathogen reduction requirements of WAC

173-308-170 Part (3)(b)(iii), the vector attraction requirements of WAC 173-308-180 Part 2, and the Table 1 – Ceiling Concentration Limits and Table III – Pollutant Concentration Limits contained in WAC 173-308-160 (Biosolids pollutant limits). The City must notify BPI immediately if the City's biosolids do not meet vector attraction requirements.

SECTION 2 BPI'S RESPONSIBILITIES

2.1 BPI shall be solely responsible for biosolids management as defined below, including transport and reuse after acceptance of biosolids from the City. Biosolids loaded into BPI's method of transport shall be considered to be accepted by BPI when the method of transport departs the City site. These biosolids management responsibilities shall include, but are not limited to, the following:

1. Transportation of biosolids loaded into BPI-furnished equipment at the City site, to the location of ultimate disposition, if requested by the City;
2. Ultimate disposition of biosolids including management, application, monitoring, permitting, record keeping and reporting;
3. Compliance with all local, state and federal laws and regulations applicable to said operations including best management practices;
4. Payment of employees, Subcontractors, lenders and suppliers associated with BPI's management and beneficial use of biosolids, and all related taxes, fees, charges and all other costs; and
5. Maintenance and operation of all KC-owned equipment per the contractual agreement between KC and BPI (see Attachment A, Project Roles & Responsibilities from Contract #471783);

2.2 BPI warrants and represents that it has the business, professional and technical expertise necessary to manage, handle, transport, and utilize the City's biosolids in a safe, prudent, workmanlike and legal manner. Furthermore, BPI warrants and represents that it has the equipment and employee resources required to perform this Contract, and that such equipment shall at all times relevant to the performance of services hereunder be maintained in a good and safe condition and fit for the use as required.

2.3 BPI shall keep all equipment and any application sites clean and orderly. No unsightly debris, broken down equipment, trash, garbage or deleterious materials not necessary for the operation shall be allowed to accumulate. BPI shall cooperate fully with the City to maintain the highest reasonable image for such services. The City shall have no responsibility for the selection or use of an application site by BPI and assumes no responsibility or liability for the adequacy or legality of such site for the beneficial use of biosolids.

2.4 BPI is solely responsible for assuring that all transportation activities requested by the City under this Contract are performed by BPI or BPI's Subcontractor in compliance with any applicable federal, state or local environmental or public health laws, codes or regulations. BPI is solely responsible for obtaining and maintaining all permits and registrations necessary for the transportation of the City's biosolids. The City and BPI agree KC shall have no responsibility for any transportation or hauling activities related to the City's biosolids.

2.5 BPI shall also be responsible for maintaining necessary security at application sites to protect the public health and safety, and to avoid unauthorized uses of the biosolids material. BPI shall not cause a nuisance, as defined in RCW 7.48.120, at any application site. It is BPI's responsibility to adequately inform its personnel or any Subcontractors that wastewater treatment plants process sanitary and industrial waste; that any workers involved in biosolids beneficial use may be exposed to pathogens; and what are the proper hygienic precautions in the handling of biosolids.

SECTION 3 KING COUNTY'S RESPONSIBILITIES

KC shall:

1. have first-right of usage as it relates to KC-owned equipment;
2. provide access and use by BPI to project-specific, KC-owned equipment so that BPI may use such equipment to apply the City's biosolids as part of the Boulder Park Project;
3. replace and/or refurbish KC-owned equipment per an equipment replacement schedule which is part of the Equipment Lease Rate Table, (see Attachment B) which is incorporated by reference as if fully stated herein;
4. regularly communicate with BPI regarding daily project activities and perform routine site inspections, which are filed at KC's office;
5. calculate application rates based on the City's current biosolids quality data (these calculations are reviewed by Washington State University research scientists and sent to Ecology for approval);
6. maintain and update the Boulder Park Project Site-Specific Land Application Plan, and promptly provide any revisions to the City when periodic changes are made; and
7. secure and maintain all necessary state and local permits and/or approvals for biosolids to be applied at the BPP, and comply with all applicable federal, state and local regulations.

SECTION 4 JOINT BPI/KC'S RESPONSIBILITIES

4.1 BPI and KC shall be responsible for obtaining and maintaining all permits and registrations necessary for the management of biosolids land application. Costs for required permits and registrations shall be included in the unit price for biosolids management. BPI and KC shall provide the City with current copies of all permit applications, permits, registrations, records and reports required by local, state and federal laws and regulations throughout the life of the Contract. Costs for documentation shall be included in the unit price for biosolids management. The City's review of such materials is for its information only, implies no approval of BPI's or KC's compliance with applicable requirements, and in no way relieves BPI or KC of its obligations under this Contract.

4.2 BPI and KC shall be responsible for any public involvement or public information efforts associated with biosolids management outside of the City's service area. The City may, at its discretion, handle public involvement or information for a particular situation solely, or in conjunction with BPI or KC. BPI and KC shall record and respond to all complaints within a reasonable time. Written copies of the complaints and the response shall be provided to the City with the monthly invoice. The City shall assist BPI and KC in similar efforts within the City's service area as may be necessary for developing a public involvement program to implement and maintain its biosolids management program.

SECTION 5 CITY'S RESPONSIBILITIES

City shall:

1. provide timely communication of any significant variation in biosolids quantities to be delivered;
2. record the delivered yards/tons in a method that is clear and accurate and will reconcile the amount with BPI on a monthly basis;
3. secure and maintain all necessary state and local permits and comply with all applicable federal, state and local regulations;

4. approve the BPI Spill Response Plan or other (Attachment C), verify the credentials of the truck hauler utilized by BPI, and check to see that the truck hauler has the Spill Response Plan and knows who to call in case of accident or emergency;
5. test their biosolids in accordance with applicable law and provide BPI and KC the biosolids quality data necessary for BPI and KC to use or otherwise manage the biosolids;
6. pay BPI and KC the agreed upon service and lease fees as provided in monthly reconciled invoices; and
7. not operate or maintain KC-owned equipment.

SECTION 6 TERMS OF CONTRACT

6.1 The term of this Contract is from the effective date specified above through December 31, 2017. Any extension of the term of this Contract shall be in writing, mutually agreeable by BPI, KC and the City.

6.2 BPI's and KC's obligations and responsibilities shall commence upon delivery of a Notice to Proceed by City. Prior to issuance of the Notice to Proceed, it will be the responsibility of BPI to furnish the appropriate insurance documents (Section 14) to the City.

SECTION 7 BASIS FOR PAYMENT

7.1 For the 2012 lagoon dredging project, BPI shall be paid based on cubic yards for biosolids loaded in trucks and/or trailers provided by BPI for the purpose of transporting biosolids from the City's treatment plant to BPI's designated application sites. The cubic yard capacity of each truck and/or trailer will be mutually determined by BPI and the City/Contractor after they are loaded. The truck and trailer number shall be recorded at the time of weighing on the trip ticket. The forms and procedures for trip tickets and billing shall be developed by BPI and approved by the City/Contractor prior to hauling biosolids.

In subsequent years, BPI shall be paid based on wet weight for biosolids loaded in trucks and/or trailers provided by BPI for the purpose of transporting biosolids from the City's treatment plant to BPI's designated application sites. Wet weight shall be determined using a certified scale mutually acceptable to BPI and the City. The City shall be responsible for identifying certified scales and proposing scales to BPI for acceptance. BPI shall maintain tare weights of trucks and/or trailers and provide a list of tare weights for each shipment in writing to the City prior to use in transporting biosolids. All trucks and trailers shall be readily identified by a unique number. The truck and trailer number shall be recorded at the time of weighing on the trip ticket. The forms and procedures for trip tickets and billing shall be developed by BPI and approved by the City prior to hauling biosolids.

7.2 For the 2012 lagoon dredging project, BPI shall submit monthly billings in an approved format that has been reconciled with the City's/Contractor's records. Payment shall be made based on a cost per delivered cubic yard of biosolids transported. Within thirty (30) days after receipt of an invoice, the City/Contractor will pay BPI for authorized materials accepted and/or services, satisfactorily performed, including the leasing of KC equipment, at the rate of \$23.00 (\$2.36 KC, \$0.18 Tax at Mansfield rate of 7.7%, per wet ton and \$20.46 BPI per cubic yard) (BPI base unit price). Acceptance of such payment by BPI shall constitute full compensation for all tasks completed by BPI and KC, including but not limited to supervision, management, labor, supplies, materials, work equipment and the use thereof, and for all other necessary expenses incurred by BPI and KC in performing the services. Adjustments shall be made in billing for errors in measurement discovered within twelve (12) months of the error.

In subsequent years, BPI shall submit monthly billings in an approved format that has been reconciled with the City's records. Payment shall be made based on a cost per delivered wet ton of biosolids transported. Within thirty (30) days after receipt of an invoice, the City will pay BPI for authorized materials accepted and/or services, satisfactorily performed, including the leasing of KC equipment, at the rate of \$11.54 (Does not include hauling. If the City wants BPI to haul their biosolids then that price will be negotiated between the two Parties at the time that decision is made) (\$2.36 KC, \$0.18 Tax at Mansfield rate of 7.7%, and \$9.00 BPI) per wet ton (BPI base unit price). Acceptance of such payment by BPI shall constitute full compensation for all tasks completed by BPI and KC,

including but not limited to supervision, management, labor, supplies, materials, work equipment and the use thereof, and for all other necessary expenses incurred by BPI and KC in performing the services. Adjustments shall be made in billing for errors in measurement discovered within twelve (12) months of the error.

7.3 BPI will submit a quarterly statement to KC that clearly shows the City's tons applied and the date of application. The County after receipt and verification of the statement will submit an invoice to BPI for payment of the KC equipment lease fee. BPI shall pay the invoice and will remit payment to:

Accounts Receivable
King County Department of Finance
500 Fourth Avenue, Room 620
Seattle, WA 98104-2387

7.4 The base unit price shall include everything necessary for the prosecution and completion of the Contract including but not limited to furnishing all materials, application equipment lease fee, tools, and all BPI and KC management, superintendence, labor and service, except as may be provided otherwise in the Contract, provided, Washington State sales tax is not included in the price.

7.5 The base unit price shall remain firm throughout the term of the Contract, except for changes allowed in Section 8. Rate changes may also be made at the time this Contract is extended providing BPI and KC supply adequate documentation of the change in its costs acceptable to the City. Requests for any such change are to be made in writing to the City. Any agreed-to change shall take effect at the time of the Contract extension and shall remain in effect throughout the extension period.

7.6 BPI shall furnish as part of the BPI base unit price sufficient trucks and/or trailers to handle the specified quantities of biosolids. BPI shall be responsible for routine maintenance of these trucks and/or trailers. The City reserves the right to inspect these trucks and/or trailers at any time, and reject the use of these trucks and/or trailers if the City determines these trucks and/or trailers are not capable of safely and/or reliably performing the duties of this Contract.

7.7 For the 2012 lagoon dredging project, no provision was made to pay the City for the soil amendment value.

In subsequent years, BPI will pay the City \$6.99 per dry ton (soil amendment value), based on 2012 dollars, for soil amendment value, including soil improvement benefits, potential to reduce future fertilizer costs, increased crop yields and decreased wind erosion benefits.

SECTION 8 PRICE ADJUSTMENTS

8.1 Rate adjustments may be made for changes of law and regulatory requirements based on documented cost increases or decreases as mutually agreed to, in writing by all Parties. The City has the right to terminate this Contract, pursuant to Section 17, for changes of law or regulatory requirements if the City feels such increases are excessive.

8.2 Annual Adjustments for the total application rate will be adjusted using 100% of the annual percent change to the "All Items" category of the Seattle-Tacoma Consumer Price Index for Urban Wage Earners and Clerical Worker for the previous calendar year in which there was a positive adjustment. In the event that the formula results in a negative, the adjustment would be zero adjustment. Retroactive to each January 1 of each year, changes to the base rate will be calculated as follows:

Example: new application rate = previous rate X [current Annual CPI value / previous Annual CPI value for series ID: cwura423sa0]

The soil amendment value per dry ton of biosolids will be handled as follows: Wet tons will be converted to dry tons for this calculation. Values will be adjusted annually by multiplying the previous year's value times 100% of the annual percent change to the "All Items" category of the Seattle-Tacoma Consumer

Price Index for Urban Wage Earners and Clerical Worker. The fiscal year for payment of the soil amendment value will be from January 1st through December 31st.

Example: new soil amendment value = previous value X [current Annual CPI value / previous Annual CPI value for series ID

8.3 Effective at the signing of this Contract, payments will be made to BPI monthly for the cost of fuel in excess of \$4.00 /gallon of fuel used for hauling if the price exceeds \$4.00/gallon. This will be billed based on 100 gallons per trip. The amount billed will be verified from the haulers cardlock printout average price for the month of fuel purchased for this Contract.

SECTION 9 ADDITIONAL WORK

9.1 Additional work means the furnishing of materials or equipment and/or the doing of work or service not presently contemplated by the Contract. If the City requires additional work, it may direct BPI in writing to do the additional work at the base unit price (see Subsection 7.2), or it may direct BPI to do the additional work at a mutually agreed upon lump sum or mutually agreed upon unit prices. Performance of additional work without the prior express written consent of the City shall be at BPI's sole expense. Additional work will be authorized by a purchase order agreed to by the Parties.

9.2 Change orders for material or services will be without effect unless issued and authorized in writing by the City.

SECTION 10 LIABILITY OF BPI AND KC

10.1 BPI and KC accept the risks and resulting liabilities of managing conforming biosolids when biosolids arrive at the BPP designated application sites. For the purposes of this agreement, conforming biosolids shall mean that all the City's biosolids shall meet Ecology standards for regulated parameters as specified in Subsection 12.6. These risks potentially include, but are not limited to, the following:

- Contamination of groundwater
- Contamination of surface water
- Contamination of air
- Odor issues at the site and how to mitigate them for surrounding neighbors
- Human health impacts
- Impacts to soil
- Impacts to crops, vegetation or livestock
- Impacts to future uses of sites to which biosolids have been applied.

10.2 BPI shall be completely responsible for securing conforming biosolids loaded into the means of transport selected by BPI against spillage, leakage or public exposure, and for providing properly designed locations for the safe and secure unloading of biosolids at BPI's designated application sites.

SECTION 11 TRANSFER OF MANAGEMENT RESPONSIBILITIES

All biosolids accepted by BPI shall become BPI's responsibility to manage under the terms of this Contract. Acceptance of biosolids is considered to occur when the biosolids depart the City's site. BPI shall accept all biosolids which are within the range of "Biosolids Quantities and Characteristics" as specified in Section 13 of the Contract. BPI is solely responsible for the handling and ultimate disposition of all biosolids loaded onto the BPI-provided transportation.

SECTION 12 COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS AND BEST MANAGEMENT PRACTICES

12.1 BPI and KC agree to comply with all applicable local, state and federal laws and regulations at all times and obtain and maintain all required permits and registrations necessary for the management of biosolids land application by BPI and KC. Specific laws and regulations specifically applicable to biosolids management include but are not limited to the following:

- 40 CFR 503 Standards for the Use or Disposal of Sewage Sludge
- WAC 173-308 Biosolids Management
- WAC 173-200 Water Quality Standards for Groundwaters of the State of Washington
- WAC 173-201A Water Quality Standards for Surface Waters of the State of Washington

12.2 Biosolids are defined as municipal sewage sludge that is primarily organic, semisolid product resulting from the wastewater treatment process that can be beneficially utilized and meets all applicable requirements under Washington State Chapter 173-308 and conforms to all applicable federal rules adopted under the Federal Clean Water Act. Biosolids rules are enforced by Ecology. BPI and KC shall be responsible for contacting all agencies and jurisdictions necessary to obtain any permits necessary for its performance under this Contract. BPI and KC shall contact Ecology for regulations and permits in effect when this Contract is in effect, including, without limitation, permits and regulations regarding the specific management methods proposed for use by BPI and KC with respect to the City's biosolids.

12.3 BPI and KC shall manage biosolids using applicable best management practices. Best management practices are included in Biosolids Management Guidelines for Washington State published by Ecology. The most recent publication available on or before September 2011 shall be used as best management practices for the Contract. Updated versions of best management practices shall be incorporated into this Contract based on the provisions of Subsection 8.1.

12.4 Other permits and registrations, if any, shall be obtained and maintained by BPI and KC as required for the specific location of biosolids handling, application and disposition sites and specific biosolids management approaches at the project sites. BPI and KC shall be solely responsible for knowledge of and compliance with all laws, regulations and permits required for operation and maintenance of biosolids management application sites and functions.

12.5 BPI and KC shall be responsible for all environmental compliance and monitoring required for the management of biosolids land application. The costs of this environmental compliance and monitoring shall be included in the base unit price herein before agreed to.

12.6 The City will make available to BPI and KC all biosolids monitoring and environmental compliance required by its National Pollution Discharge Elimination System (NPDES) permit and its Washington State General Permit for Biosolids Management, sections WAC 173-308-160 (Biosolids pollutant limits), WAC 173-308-170 (Pathogen reduction) and WAC 173-308-180 (Vector attraction reduction). Results of additional testing performed by the City will be made available to BPI and KC at no cost when necessary for BPI and KC to perform under this Contract.

SECTION 13 BIOSOLIDS QUANTITIES AND CHARACTERISTICS

13.1 The City may develop other biosolids management options during the term of this Contract, reducing the amount of biosolids delivered to the BPP. The City will provide biosolids on as uniform a basis as possible given influent wastewater variations, aerobic digester conditions, and dewatering equipment availability. BPI is responsible for reviewing plant records to determine, estimate and plan for annual, monthly, and weekly averages and variability.

13.2 The City affirms that its biosolids are produced from domestic, commercial and industrial wastewaters generated in the City wastewater service area.

SECTION 14 INSURANCE

14.1 The Parties shall obtain and maintain the minimum insurance as set forth below covering the operations and activities required by the Contract. By requiring such minimum insurance, the Parties shall not be deemed to have assessed the risks that may be applicable to each Party under this Contract. Each Party shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Each Party shall also require its Subcontractors to maintain the minimum insurance set forth below or such other minimum insurance as is appropriate in respect to the work to be performed. Each Party shall obtain certificates of insurance for all of its Subcontractors and make them available for inspection by the any other Party on request.

14.1.1 Commercial General Liability. \$1,000,000 combined single limit per occurrence and for those policies with aggregate limits, a \$2,000,000 aggregate limit.

14.1.2 Automobile Liability. \$1,000,000 combined single limit per accident. If the potential exists to release pollutants either as cargo or from the automobile (as defined by the standard auto policy exclusion of pollution) the auto policy shall be endorsed to include endorsement CA 9948 (or its equivalent)

14.1.3 Workers' Compensation. Statutory requirements of the State of residency. Coverage shall be at least as broad as Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.

14.1.4 Employer's Liability or "Stop Gap". For a limit of \$ 1,000,000 Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

14.1.5 OTHER INSURANCE PROVISIONS

A. The insurance policies required in this Contract are to contain and be endorsed to contain the following provisions:

1. With respect to all Liability Policies except Professional Liability and Workers Compensation:

- (a) Each Party shall add the other Parties, their officers, officials, employees, and agents to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the other Parties in connection with this Contract.
- (b) Each Party's insurance coverage shall be primary insurance as respects the other Parties, their officers, officials, employees, agents, and consultants. Any insurance and/or self-insurance maintained by the other Parties, their officers, officials, employees, agents and consultants shall not contribute with the Party's insurance or benefit the Party in any way.
- (c) The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

14.1.6 King County, a charter county government under the constitution of the State of Washington maintains a fully funded Self-Insurance program as defined in King County Code 4.12 for the protection and handling of the County's liabilities including injuries to persons and damage to property.

14.2 Unless otherwise approved by the City, all insurance shall be on an "occurrence" basis and shall be maintained through the term of this Contract and for a period of three hundred sixty-five (365) days after termination or acceptance of work, as the case may be. All insurance shall be provided on forms and by insurance companies satisfactory to the City.

14.3 No provision in this Contract shall be construed to limit the liability of any Party as provided by law. Each Parties' liability shall extend as far as the appropriate periods of limitation provided by law.

14.4 Each Party shall provide the other Parties with certificates and endorsements evidencing insurance from the insurer(s) certifying to the coverage of all insurance required herein within ten (10) days after Notice to Proceed. If BPI neglects so to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to the City, then the City may, at its option, terminate this Contract immediately, purchase required insurance coverage by withholding the premium amounts from payments due BPI, or demand BPI purchase the required insurance within a time frame acceptable to the City.

14.5 Failure to provide such required insurance shall entitle any Party to suspend or terminate the other Parties' work hereunder for default in accordance with Subsection 17.2. Suspension or termination of this Contract shall not relieve any Party from its insurance obligations hereunder.

SECTION 15 COORDINATION WITH TREATMENT PLANT

The City will provide BPI with e-mail notification when the normal weekly delivery schedule changes. The City will attempt to keep biosolids availability as uniform as possible to BPI.

SECTION 16 DAMAGES

Nothing in this Contract is intended to waive any damages the City may be entitled to as a result of BPI's default. Should BPI fail to commence or continue performance of this Contract after issuance of the Notice to Proceed, BPI shall reimburse the City for the actual damages and costs incurred by the City until other satisfactory arrangements for up to the remaining term of this Contract can be implemented. The City shall have the right to deduct such costs or damages from any amount due, or that may become due BPI, or the amount of such damages shall be due and collectable from BPI or Surety. The City agrees to make all reasonable and practicable efforts to mitigate its damages.

SECTION 17 TERMINATION OR CONTRACT SUSPENSION

17.1 Any of the three Parties may terminate this Contract in whole or in part for any reason by delivering written notice to each of the other Parties at the mailing addresses stated herein, properly executed, at least ninety (90) days before the proposed termination date. BPI and KC shall be paid any amounts owing, including necessary and reasonable Contract close-out costs, up to the date of termination as specified in the notice, less any deductions provided by this Contract or by law. The City shall have at least ninety (90) days to find a suitable replacement, as determined by the City. BPI shall promptly submit its request for the termination payment, together with detailed supporting documentation. If BPI has any property in its possession belonging to the City, BPI shall account for the same and handle it in the manner the City directs.

17.2 A Party may terminate the Contract for default in the event of a failure by either of the other two Parties to comply with the provisions of this Contract including, but not limited to, the following:

- (A) failure to perform services or other work as required;
- (B) failure to comply with any material terms or provisions of the Contract;
- (C) failure to comply with laws or regulations;
- (D) failure or delay due to inability to obtain the required employees or equipment; or
- (E) failure to provide continuous and solvent business operations.

Termination for default may be delivered by mail and shall be effective upon mailing, directed to a Party at the mailing addresses stated above, setting forth the manner in which the Party is (or Parties are) in default.

17.3 In the event the City believes BPI is in default, the City may include a compliance schedule with the Notice of Termination, which must be met in order to avoid termination. The compliance schedule shall state that within a time period specified by the City, BPI shall submit to the City a written detailed plan describing the actions required to achieve compliance that is subject to the City's approval.

17.4 In the event the Contract is terminated for default, BPI and KC will only be paid the base unit price for services or work delivered or performed in accordance with the Contract, less any deductions provided by this Contract or by law. Further, BPI shall be responsible for additional direct and indirect costs incurred by the City to have the work under this Contract performed by other Parties or any other damages or injuries to the City, its facilities or personnel related to BPI's services.

SECTION 18 RECORDS, REPORTS AND MEETINGS

18.1 BPI shall, for the term of the Contract and six (6) years thereafter, consistently maintain full, complete and accurate books of account and records related to this Contract at its principal place of business. These records shall also include detailed information describing the application rates to all project sites. The City shall have the right during reasonable business hours to inspect and audit such books and records. All books and records of account shall be maintained by BPI according to generally accepted accounting principles and applicable requirements of the State of Washington.

18.2 The following books of account and reports may be reviewed by the City and shall be made available upon request to the City:

- a daily project site log (including: generator, field identification, delivery dates and tonnage) during application of biosolids;
- a weekly project site summary of activities and events;
- application logs (including: application rate, date, acreage and tonnage) for each project site that is applied;
- WAC 173-308 annual report (the City shall assist BPI and KC in collecting and documenting the data required for this regulatory report); and
- copies of all written correspondence relating to this project.

18.3 The City shall have the right during reasonable business hours to inspect BPI's equipment and biosolids management facilities. BPI shall provide the City access to perform said inspections.

SECTION 19 INDEMNIFICATION

19.1 BPI agrees that it shall be liable for and shall indemnify, defend and hold harmless the City and KC, and their officers, agents, and employees, from and against any claims, actions, suits, costs and damages of any nature whatsoever, including reasonable attorneys fees in defense thereof, for injuries or death to persons, or damage to property, arising directly or indirectly out of BPI's intentional or negligent act or omission in the performance of its duties as described in this Contract, BPI's breaches of this Contract or BPI's acts or omissions in violation of law, including fines, penalties and judgments. In the event of any Claim arising out of the concurrent negligence of BPI and the City, or BPI, the City and KC, BPI's indemnification obligations under this section shall be limited to the extent of BPI's negligence.

19.2 KC agrees that it shall be liable for and shall indemnify, defend and hold harmless the City, and their officers, agents, and employees, from and against any claims, actions, suits, costs and damages of any nature whatsoever, including reasonable attorneys fees in defense thereof, for injuries or death to persons, or damage to property, arising directly or indirectly out of KC's intentional or negligent act or omission in the performance of its duties as described in this Contract, KC's breaches of this Contract or KC's acts or omissions in violation of law, including fines, penalties and judgments. In the event of any Claim arising out of the concurrent negligence of KC and the City, or KC, the City and BPI, KC's indemnification obligations under this section shall be limited to the extent of KC's negligence.

19.3 The City agrees that it shall be liable for and shall indemnify, defend and hold harmless BPI and KC, and their officers, agents, and employees, from and against any claims, actions, suits, costs and damages of any nature whatsoever, including reasonable attorneys fees in defense thereof, for injuries or death to persons, or damage to property, arising directly or indirectly out of the City's intentional or negligent act or omission in the performance of its duties as described in this Contract, the City's breaches of this Contract or the City's acts or omissions in violation of law, including fines, penalties and judgments. In the event of any Claim arising out of the concurrent negligence of the City and BPI or KC, the City's indemnification obligations under this section shall be limited to the extent of the City's negligence.

19.4 For purposes of paragraphs 19.1, 19.2 and 19.3 above, each Party, by mutual negotiation hereby waives any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

19.5 The indemnification obligations under this section shall not expire with the termination of this Contract.

SECTION 20 DISPUTES UNDER THIS CONTRACT

20.1 Questions or claims regarding meaning and intent of the Contract or arising from this Contract shall be submitted in writing to the City, within fifteen (15) working days of the date in which either of the other Parties knows or should know of the question or claim. The City will ordinarily respond to the other Parties in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth day following receipt by the City.

20.2 In the event the other Parties disagree with any determination or decision of the City, they may, within fifteen (15) calendar days of the date of such determination or decision, appeal the determination or decision in writing to the City Mayor. Such written notice of appeal shall include all documents and other information necessary to substantiate the appeal. The City Mayor will review the appeal and transmit a decision or determination in writing. The decision will be considered final. Appeal to the City Mayor shall be a condition precedent to litigation hereunder.

20.3 All claims, counterclaims, disputes and other matters in question between the three Parties that are not resolved through direct discussions, or as described above, shall be handled in the following manner. The Parties agree to first endeavor to settle the dispute in an amicable manner by mediation. The mediator shall be chosen by mutual agreement of all Parties. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, shall be resolved by litigation filed in any Washington State Superior Court with jurisdiction, except the litigation may not be filed in King County Superior Court, unless King County is the appropriate venue for such action.

20.4 Pending final decision of a dispute hereunder, all Parties shall proceed diligently with the performance of the Contract and in accordance with the direction of the City. Failure to comply precisely with the time deadlines under this paragraph as to any claim shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the City, BPI or KC.

SECTION 21 SEVERABILITY

If any part of the Contract is declared to be invalid or unenforceable, the rest of the Contract shall remain binding.

SECTION 22 INDEPENDENT CONTRACTOR

Each Party hereto is and shall perform this Contract as an independent Contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. None of the Parties nor anyone employed by them shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of any of the other Parties.

SECTION 23 SUBCONTRACTORS

BPI shall identify all proposed suppliers or Subcontractors for items or services under this Contract expected to equal or exceed fifty percent (50%) of the estimated service fees to be received by BPI for services under this Contract. The City reserves the right to reject in writing within fifteen (15) days of such submission of any such supplier or Subcontractor. The City's right to reject shall not be unreasonably exercised.

SECTION 24 FORCE MAJEURE

Should any of the Parties be prevented wholly, or in part, from performing their respective obligations under this Contract by a cause reasonably outside of and beyond the control of the Party affected thereby, including but not limited to war, government regulation, restriction or action, strike, lockout, accidents, storms, earthquake, fire, acts of God or public enemy or any similar cause beyond the control of the Parties, then such Party shall be excused hereunder during the time and to the extent that the performance of such obligation are so prevented, and such Party shall have no liability whatsoever for any damages, consequential or otherwise, resulting therefrom.

SECTION 25 NON-WAIVER

Failure by any of the Parties to enforce their rights under any provision of this Contract shall not be construed to be a waiver of that provision. No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

SECTION 26 ASSIGNMENT

BPI and /or KC shall not assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the City. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successor/Party.

SECTION 27 NOTICES

All notices required under this Contract shall be personally delivered or mailed by certified or registered mail, postage prepaid as follows:

if to the City, addressed to:

Name Bob Schmidt, Director of Operations
Address City of Cashmere
101 Woodring Avenue
Cashmere, WA 98815

If to BPI, addressed to:

Name Mr. David K. Ruud, Operations Manager
Address Boulder Park, Inc.
P.O. Box 285
Mansfield, WA 98830

If to KC, addressed to:

Name Ms. Lisa Vogel, Biosolids Project Manager
Address King County Wastewater Treatment Division
201 S. Jackson Street, KSC-NR-0512
Seattle, WA 98104

or to such other address as any Party shall specify by written notice so given. Notices shall be deemed to have been given and received as of the date so delivered or three (3) business days after being deposited in the US mail.

SECTION 28 ENTIRE CONTRACT; AMENDMENT

This Contract constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the Parties with respect to such subject matter. This Contract may not be modified or amended, in whole or in part, except in writing signed by all Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date above written.

CITY of CASHMERE

By _____
Jeff Gomes, Mayor

Date _____

BOULDER PARK, INC.

By _____
Leroy Thomsen, President

Date _____

KING COUNTY

By _____
Pam Elardo, P.E.
Director, Wastewater Treatment Division

Date _____

Approved as to form only:

William E. Blakney, Deputy Prosecuting Attorney

Date

**EQUIPMENT LEASE RATE TABLE 2011
For Boulder Park Biosolids Land Application Project**

Asset ID#	Description	Purchase Price	Use Life Of Asset	Residual Value of Asset	Deprec. Value	Annual Deprec.*
EWT077	2006 Kenworth T800 Tractor	\$120,000	20	\$60,000	\$60,000	\$3,000
-----	1967 Beall Tanker Trailer	\$25,000	15	\$5,000	\$20,000	\$1,333
EWG003	2006 Poor Boys Grader w/12'6" rake	\$22,000	15	\$4,000	\$18,000	\$1,200
EWT091	2008 Ford F450 PU with service box	\$55,000	10	\$10,000	\$45,000	\$4,500
EWV238	2009 Ford F350 4x4 Pickup	\$30,000	10	\$10,000	\$20,000	\$2,000
EWG035	1984 GMC Dump Trk (snowplow & sander eq)	\$20,000	15	\$8,000	\$12,000	\$800
EWL003	2008 644J John Deere Loader w/5yd bucket	\$170,000	5	\$70,000	\$100,000	\$20,000
EWFT12	2008 STX275 Case/IH 4WD Tractor	\$160,000	10	\$60,000	\$100,000	\$10,000
---	2005 Honda Fourtrax	\$7,000	12	\$2,000	\$5,000	\$417
EWG002	2003 Cat 120H Road Grader	\$110,000	15	\$10,000	\$100,000	\$6,667
EWTE02	John Deere Subsoiler, 915 Ripper	\$20,000	15	\$5,000	\$15,000	\$1,000
EWSA21	2009 West Pt. Spread-All	\$35,000	5	\$7,000	\$28,000	\$5,600
EWTR69	1993 Witzco Challenger lowboy trailer	\$17,820	20	\$5,000	\$12,820	\$641
-----	Snowplow Blade	\$1,500	15	\$300	\$1,200	\$80
-----	Misc. Tools	\$5,000	10	\$0	\$5,000	\$500
-----	Office Lease	\$10,200	30	\$0	\$10,200	\$340
-----	Major Equipment Maintenance	\$10,000	1	\$0	\$10,000	\$10,000
				Total Annual Depreciation		\$68,078
				Equipment rate/applied ton		\$2.06
				King County staff rate/applied ton		\$0.30
				Total Fee		\$2.36

*Annual depreciation (straight-line depreciation) is based on the depreciable value and the useful life of the asset.

Updated: 3/1/11

Staff Summary

Date: September 10, 2012
To: Mayor and Cashmere City Council
From: Mark Botello
RE: Supplemental Agreement No. 4 for Sunset Highway Reconstruction Project.

Please see attached supplemental agreement No. 4 for the Sunset Highway reconstruction project. This supplemental agreement is intended to cover all work necessary to complete the bridge inventory services for the Sunset Highway Bridge.

The total amount of this supplement agreement is \$9,848.30. The cost breakdown is as follows:

Total cost:	\$9,848.30
80% grant share:	\$7,878.64
20% City share:	\$1,969.66

Recommendation:

Staff recommendation is to approve supplemental agreement No. 4 for the Sunset Highway project.



Supplemental Agreement Number 4		Organization and Address RH2 Engineering, Inc. 300 Simon Street SE, Suite 5 East Wenatchee, WA 98802	
Original Agreement Number		Phone: 509-886-2900	
Project Number STPR-A040(001); BRS-A040(002)		Execution Date	Completion Date 6/30/2013
Project Title Sunset Highway Reconstruction Project		New Maximum Amount Payable \$ 717,658.15	
Description of Work Provide professional services for completing a bridge inventory. See Exhibit B-1.			

The Local Agency of City of Cashmere
 desires to supplement the agreement entered into with RH2 Engineering, Inc.
 and executed on 2/10/2010 and identified as Agreement No. _____
 All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
See Exhibit B-1.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: As shown above.


III

Section V, PAYMENT, shall be amended as follows:
Supplement for \$9,848.30 for a new maximum amount payable as shown above and as shown on the attached Exhibit B-2. Payment shall be according to Exhibit D-2 and E-1 of the original consultant contract.
 as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Randy L. Asplund

By: _____



 Consultant Signature

 Approving Authority Signature

 Date

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1	Supplement #2	Supplement #3	Supplement #4	Total
Direct Salary Cost	\$ 26,578.22	\$ 44,607.32	\$ 13,799.20	\$ 107,044.67	\$ 611.84	\$ 192,641.25
Overhead (Including Payroll Additives)	\$ 48,415.95	\$ 81,258.48	\$ 25,137.17	\$ 194,996.85	\$ 1,114.55	\$ 350,923.00
Direct Non-Salary Costs	\$ 6,175.00	\$ 64,439.13	\$ -	\$ 31,988.15	\$ 7,920.00	\$ 110,522.28
Fixed Fee	\$ 8,770.81	\$ 14,720.42	\$ 4,553.74	\$ 35,324.74	\$ 201.91	\$ 63,571.62
Total	\$ 89,939.98	\$ 205,025.35	\$ 43,490.11	\$ 369,354.41	\$ 9,848.30	\$ 717,658.15

EXHIBIT B-1
SCOPE OF WORK
CITY OF CASHMERE
SUNSET HIGHWAY RECONSTRUCTION PROJECT
BRIDGE INVENTORY SERVICES
SUPPLEMENT NO. 4

The following is a supplement to the Scope of Work for Sunset Highway Reconstruction Project. This supplement is intended to cover all work necessary to complete the bridge inventory services for the Sunset Highway bridge.

Task 1 – Bridge Inventory

Objective

Provide inventory inspection, bridge rating, and scour evaluation for the Sunset Highway bridge.

Tasks

1. Provide bridge inventory services and administration. Review invoices and budget throughout the bridge inspection phase of the project. Communicate status of the project with the City of Cashmere (City) on a monthly basis during project. Coordinate with sub-consultant, and provide current Average Daily Traffic (ADT), route info, and as-built bridge plans. See enclosed Exhibit G and attachments for Nicholls Engineering sub-consultant scope of work.

ITEMS TO BE FURNISHED TO RH2 BY THE CITY

The City will provide the following items and services to RH2.

- Assist with current ADT and route information.

DOCUMENTS TO BE FURNISHED BY RH2

The following documents, exhibits, or other presentations will be provided to the City.

- Final inventory inspection report.

EXHIBIT B-2 (Supplement No. 4)

City of Cashmere

Sunset Highway Reconstruction Project

Services During Construction

Task 1 1.1	Description Classification	Project Manager Professional V	Staff Engineer Professional I	Word Processor Technician I	Total Hours	Total Labor	Sub Consultant	Total Expense	Total Cost
	Bridge Inventory Services and Administration	8	4	2	14	\$ 1,928.30	\$ 7,920.00	\$ -	\$ 9,848.30
	Bridge inventory services and administration	8	4	2	14	\$ 1,928.30	\$ 7,920.00	\$ -	\$ 9,848.30
	Subtotal	8	4	2	14	\$ 1,928.30	\$ 7,920.00	\$ -	\$ 9,848.30

Exhibit B-3

Consultant Fee Determination - Summary Sheet

Project: City of Cashmere
Sunset Highway Reconstruction Project

Direct Salary Cost (DSC):

<u>Classifications</u>	<u>Labor Hours</u>	<u>x</u>	<u>Rate</u>	<u>=</u>	<u>Cost</u>
Professional IX	0.0		\$ 106.29	\$	-
Professional V	8.0		\$ 56.79	\$	454.32
Professional IV	0.0		\$ 45.40	\$	-
Professional III	0.0		\$ 36.54	\$	-
Professional II	0.0		\$ 30.98	\$	-
Professional I	4.0		\$ 26.58	\$	106.32
Technician I	2.0		\$ 25.60	\$	51.20
Total Labor Hours=	14.0		Total DSC=	\$	611.84

Overhead (OH Cost - - including Salary Additives):

OH Rate x DLC of: 182.164% %x\$ \$ 611.84 \$ 1,114.55

Fixed Fee (FF):

FF Rate x DLC of: 33.000% %x\$ \$ 611.84 \$ 201.91

Reimbursables:

AutoCAD Computer	0		\$ 25.00	\$	-
AutoCAD Plots - Full	0		\$ 5.00	\$	-
AutoCAD Plots - Half	0		\$ 2.00	\$	-
W.P. Computer	0		\$ 9.00	\$	-
Printing	0		\$ 0.07	\$	-
Printing - Color	0		\$ 0.85	\$	-
Mileage	0		\$ 0.50	\$	-
Digital Camera	0		\$ 10.00	\$	-
Fax	0		\$ 1.00	\$	-
Misc.	0		\$ 10.00	\$	-

\$0.00

Subconsultant Costs:

\$ 7,920.00

Subconsultant Markup:

\$ -

Grand Total:

\$9,848.30

Prepared by: E. Howe

SCOPE OF WORK

CLIENT: RH2 Engineering
PROJECT: Mission Cr- Sunset Hwy Bridge
Inventory Inspection, Bridge Rating, and Scour Evaluation
CONSULTANT: Nicholls Engineering

PROJECT DESCRIPTION:

The City of Cashmere has recently completed the construction of the above noted bridge and is now requesting the necessary follow up data be submitted to WSDOT Local Programs for inclusion of this new structure into the Washington State Bridge Inventory System.

SCOPE OF WORK:

For this bridge to be included in the State inventory, the following four tasks shall be performed by the Consultant:

- 1) Perform a bridge load rating on the new bridge. Rating will include the standard AASHTO trucks, WSDOT overloads, and the Inventory and Operating ratings. The final bridge rating report will include a stamped summary sheet, calculations and as-built bridge plans.

Load rating calculations shall be performed on all NBI bridges to determine live load carrying capacity. It will take into account the overall capacity of the bridge superstructure to carry current legal loads of the various classifications and the capacity of the bridge to carry overloads.

- 2) Perform an Inventory Inspection on the new structure. Inspection will be performed by two certified bridge inspectors and shall be in accordance with the current Washington State Bridge Inspection Manual.

An inventory inspection is the initial inspection of a bridge as it becomes part of the bridge inventory. The inspection provides structure inventory data along with bridge element information and baseline structural condition. Inventory inspections usually begin in the office with the construction plans and route information and then inspectors proceed to the field for verification of the as-built conditions.

- 3) Perform a Scour Evaluation of the new structure. This evaluation will include justification of the current scour code and will utilize the standard WSDOT scour evaluation form.

A scour evaluation is required for all bridges over water. The purpose of a scour evaluation is to determine susceptibility of the bridge's foundation to the erosive actions of flowing water removing material from the bridge's foundation.

- 4) Record all bridge inventory and condition information into the State's online bridge database (Bridgeworks). This will include the following:
- Inspection notes, summarizing baseline condition.
 - All inspection coding (NBI and BMS Elements).
 - All necessary inventory data (WSBIS Form).
 - Repair and maintenance recommendations.
 - Photographs of the bridge with descriptions and orientation.
 - Uploading a copy of the bridge plans, scour evaluation, load rating summary sheet, and general correspondence (if needed).

The final inventory inspection report will be submitted to WSDOT Highways and Local Programs for approval. Once approved, the final inspection report will be signed and copies mailed to both the City of Cashmere and Chelan County.

ITEMS BY OTHERS:

- Copy of full As-built Bridge Plans
- Communication and Coordination with Consultant, as needed.
- Necessary Inventory Data on Bridge (such as current ADT, route info, etc.)

SCOPE OF WORK ITEM	TIME IN HOURS					
	Principal Engineer	Project Engineer II	Jr Bridge Engineer	Tech.	Clerical	
Task 1 - Bridge Load Rating						
Obtain and review as-built bridge plans			2			\$ 127.50
Discuss bridge elements & rating	1	1	1			\$ 263.75
Bridge rating & summary sheet			12			\$ 765.00
Check Rating	1	2				\$ 285.00
Finalize rating and compile final report			2			\$ 127.50
<i>Bridge Rating Subtotal</i>						\$ 1,568.75
Task 2 - Inventory Inspection						
Gather and review bridge data, prepare checklist for inspection		3	1			\$ 318.75
Prep for Inspection	1	1				\$ 200.00
Travel for bridge inspection (191 mi x 2)		7	7			\$ 1,041.25
Perform Inventory Inspection		3	3			\$ 446.25
Download and Review Photos		1				\$ 85.00
Discuss Inspection Findings	1	1	1			\$ 263.75
<i>Inventory Inspection Subtotal</i>						\$ 2,355.00
Task 3 - Scour Evaluation						
Review current data		1				\$ 85.00
Scour Calculations		1	1			\$ 148.75
Fill out Standard Scour Evaluation Form			2			\$ 127.50
Review Scour Evaluation	1					\$ 115.00
<i>Scour Evaluation Subtotal</i>						\$ 476.25
Task 4 - Bridge Inspection Reporting in Bridgeworks						
Gather Inspection Data		1				\$ 85.00
Enter Inspection Notes and Repair Items		2				\$ 170.00
BMS Elements and NBI Coding		2	1			\$ 233.75
Coordination with City for Inventory Data (ADT, route info etc.)		2				\$ 170.00
Enter Inventory Data (WSBIS Form)		4	1			\$ 403.75
Upload and Label Bridge Photographs		1				\$ 85.00
Upload Bridge Documents - Plans, Rating Summary, Scour Eval.		1				\$ 85.00
Communication with WSDOT H&LP, as needed		1				\$ 85.00
Review Full Inspection Report	1		1			\$ 178.75
Upload report to WSDOT H&LP Engineer		1				\$ 85.00
Print and sign final report and mail all paperwork		2	1			\$ 233.75
<i>Bridge Inspection Reporting Subtotal</i>						\$ 1,815.00
Other						
Communication and Coordination with RH2	1	1				\$ 200.00
Administration - Invoicing, Filing, Scheduling, etc.	1	2				\$ 285.00
Contingency	2	6	4			\$ 995.00
TOTAL DIRECT HOURS	10	47	40	0	0	
RATE PER HOUR	\$ 115.00	\$ 85.00	\$ 63.75	\$ 45.00	\$ 32.50	
NICHOLLS ENGINEERING PERSONNEL	\$ 7,695.00					
MILEAGE - 191 x 2 @ 0.50 PER MILE	\$ 191.00					
MEALS - \$17.00*2	\$ 34.00					
TOTAL ENGINEERING ESTIMATE	\$ 7,920.00					

NICHOLLS ENGINEERING

Civil & Structural Engineering

May 24, 2011

Erik Howe, P.E.
 RH2 Engineering, Inc.
 300 Simon Street SE Suite 5
 East Wenatchee, WA 98802

RE: General Engineering Consultant Service Roster

Dear Mr. Howe:

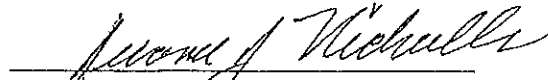
Please consider this letter to be a statement of rates for Nicholls Engineering. It covers consulting work for Civil & Structural Engineering. Nicholls Engineering is a four-person firm with no calculated overhead rate. We charge a flat hourly fee for services that is all-inclusive of direct salary, overhead and fee. We certify that the hourly rates offered for this contract are the lowest fees we offer for preferred clients. We also confirm that all direct nonsalary costs will be invoiced without mark-up.

- | | | |
|-----------------------|-----------------------|----------------|
| • Jerome J. Nicholls, | Principal Engineer | \$ 115.00 / hr |
| • Susan M. Kovich, | Project Engineer II - | \$ 85.00 / hr |
| • (unknown) | Project Engineer I - | \$ 70.00 / hr |
| • (unknown) | Technician | \$ 45.00 / hr |

NICHOLLS ENGINEERING will comply with the rules and regulations regarding travel costs in accordance with Washington State Department of Transportation Accounting Manual M13-82, Chapter 10 Travel Rules and Procedures, and revisions thereto.

Please call me at 509-921-6747 if you have any questions.

Sincerely,
 NICHOLLS ENGINEERING



 Jerome J. Nicholls, P.E., S.E.
 President