

RESOLUTION NO. 2913

RESOLUTION AUTHORIZING THE MAYOR SIGN, ON BEHALF OF THE CITY, A TWO-PAGE WRITTEN CONTRACT WITH BAER TESTING & ENGINEERING, INC., FOR WORK ON CERTAIN COMPONENTS OF THE SELAH FREMONT AVENUE SIDEWALK IMPROVEMENTS PROJECT

WHEREAS, the City of Selah is continuing its efforts on the Selah Fremont Avenue Sidewalk Improvements Project; and

WHEREAS, the City needs assistance with the soil, concrete and asphalt components of such project; and

WHEREAS, Baer Testing & Engineering, Inc. (“Baer”), from Yakima is an approved testing company that is willing and able to provide such assistance to the City; and

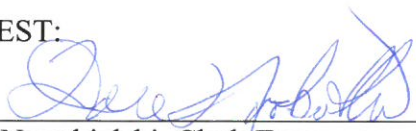
WHEREAS, on March 16, 2022, Baer submitted a two-page written proposal that – if approved and entered into – can and will transform into a contract between the parties for an estimated cost of \$4,560.00; and

WHEREAS, the City wishes to engage Baer and is willing to approve and enter into such contract;

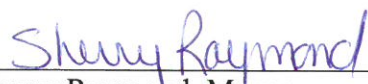
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign, on behalf of the City, a two-page contract with Baer Testing & Engineering, Inc., for assistance with the soil, concrete, and asphalt components the Selah Wastewater Collections Improvements Project at an estimated cost of \$4,560.00.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 26th day of April, 2022.

ATTEST:

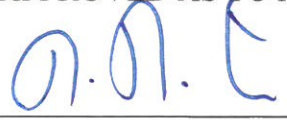


Dale Novobielski, Clerk Treasurer



Sherry Raymond, Mayor

APPROVED AS TO FORM:



Rob Case, City Attorney

GENERAL CONDITIONS:

Baer Testing and Engineering, Inc's services are provided under the following General Conditions:

We are a Professional Service provider. Our services are provided as time and materials and are not bound to lump sum or estimated budget amounts. Contractor scheduling, cancellations, failing tests, standby time, etc. are out of our control, invoicing will reflect the above unit rates.

Reports are provided electronically via e-mail to clients upon completion and review. Any requests for paper copies or electronic submission other than e-mail will incur an hourly administrative charge.

A 2 hour minimum and equipment charge applies to all projects. A 4 hour minimum applies to all Welding Inspections and any time over 4 hours will incur an 8 hour minimum.

Office hours are 8:00 AM to 5:00 PM Monday through Friday. Any inspections or travel time outside of those times or in excess of 8 hours will be charged at 1.5 x hourly rate. Baer Testing and Engineering, Inc. observes the following Holidays: New Year's Day, Easter Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve, and Christmas Day. Holiday work will be charged at 3 x the hourly rate.

A short notice charge of 1.5 x the hourly rate will apply to projects scheduled after 3pm the previous day. Rush laboratory testing (within 24 hours) will be charged at 2 x the unit rate.

Attendance of preconstruction meetings, safety meetings, job specific training, etc. will be charged at the above unit rates for Inspectors, Testing Manager, or Professional Engineer depending on who is requested to attend.

Unit rates do not include costs for picking up, transporting, or processing specimens. A 2 hour minimum and equipment charge will apply to sample pickup and transportation unless a Baer Testing and Engineering, Inc. representative is already on site. Sample processing will be billed at the above unit rates.

Compressive strength specimens MUST be picked up within 48 hours. This may result in weekend sample pick up and overtime charges. Deviation of the test standard will invalidate results.

Baer Testing, Inc. is a professional service provider with due on receipt billing terms. All test results and reports are provided to our Clients as an extension of credit for work performed. All Clients with invoices past due 30 days will cease to receive daily test results and reports until payment is received. Extended terms may be arranged on a project by project basis prior to the start of work. These arrangements can only be made by contacting our accounts receivable department. A finance fee of 1.5% will be made on all invoices past due per month. Payment by check or cash is preferred. Clients will incur a 6% service fee for all credit card payments.

All pages of this proposal must be included in any contract, work order, or purchase order agreements.

Please sign and return.

Baer Testing and Engineering, Inc.:

3/16/2022

Client:

X

Steve Baer
General Manager, sbaer@baertesting.com
Signed by: Steve Baer

Sherry Raymond