

SELAH CITY COUNCIL

April 26, 2022

5:30pm Regular Scheduled Meeting

Each item on the Council Agenda is covered by an Agenda Item Sheet (AIS)

A yellow AIS indicates an action item.

A blue AIS indicates an information/non-action



Selah City Council Meeting Date: 4/26/2022 5:30pm: Regular Meeting

Mayor: Mayor Pro Temp: Council Members: Sherry Raymond Russell Carlson Kevin Wickenhagen Jared Iverson Elizabeth Marquis Clifford Peterson Roger Bell Michael Costello

City of Selah 115 W. Naches Ave Selah, WA 98942

City Administrator: City Attorney: Clerk/Treasurer: Joe Henne Rob Case

Dale Novobielski

AGENDA

- A. Call to Order Mayor Raymond
- B. Roll Call
- C. Councilmember Absence
- D. Pledge of Allegiance
- E. **Invocation**Provided by Matt Alexander from Stone Church
- F. Agenda Changes
- G. **Public Appearances/Introductions/Presentations**Katrina Henkle, Selah Downtown Association Update
- H. Getting To Know Our Businesses None

I. Communications

The City of Selah is a non-charter code city and we are presently conducting a regular meeting between the Mayor and City Council. A maximum of thirty minutes will be allotted for public comments. Common-sense standards of decorum apply. Comments must be respectful; no profanity or insults are allowed. Comments must pertain to City business and official actions. Constructive criticism of City officials is allowed, but defamation, personal attacks and impertinent assertions are not allowed. Commenters are limited to one comment per meeting and a maximum of two minutes. City staff may disallow or modify any comment that is deemed inappropriate. These standards are subject to revision.

- 1. Oral
- 2. Written

J. Proclamations/Announcements

1. Proclamation declaring July 2022 as Love Thy Neighbor Month

K. Consent Agenda

All items listed with an asterisk (*) are considered routine by the City Council and will be enacted by one motion, without discussion. Should any Council Member request that any item of the Consent Agenda be considered separately, that item will be removed from the Consent Agenda and become a part of the regular Agenda.

* Treesa Morales 1. Approval of Minutes: April 12, 2022 Study Session and Council Meeting

* Dale Novobielski 2. Approval of Claims & Payroll

* Rocky Wallace

* N-2: Resolution Authorizing the Mayor to Sign, on Behalf of the City, a Two-Page Written Contract with Baer Testing & Engineering, Inc., for Work on Certain Components of the Selah Crusher Canyon

Road Sanitary Sewer Improvements Project

* Rocky Wallace * N-6: Resolution Authorizing the Mayor to 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

L. Public Hearings None

M. General Business

New Business
 Old Business
 None

N. Resolutions

Rocky
Wallace
N-1
Resolution Authorizing the Mayor to sign a Construction
Contract between the City of Selah and TTC Construction,
Inc., of Yakima WA, for the Crusher Canyon Road Sanitary
Sewer Improvement Project

Rocky
Wallace

N-2
Resolution Authorizing the Mayor to Sign, on Behalf of the
City, a Two-Page Written Contract with Baer Testing &
Engineering, Inc., for Work on Certain Components of the
Selah Crusher Canyon Road Sanitary Sewer Improvements
Project

Rocky N-3 Resolution authorizing the Mayor to sign Task Order 2022-02 Wallace between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Professional Engineering Services for the Selah School District John Campbell Project Improvements Phase 2 to W. Bartlett Avenue, N. 3rd Street, E. Home Avenue, E. Home Avenue, and N. 1st Street. Rocky N-4 Resolution Authorizing the Mayor to sign an Equipment Wallace Supply Contract between the City of Selah and General Pacific, of Fairview, Oregon, for the Water Service Meter Improvements - Equipment Only Project Rocky N-5 Resolution Authorizing the Mayor to sign a two-page Award Wallace Letter and Construction Contract between the City of Selah and Belsaas & Smith, Inc., of Ellensburg, WA for the Fremont Avenue Sidewalk Improvements Project Rocky N-6* Resolution Authorizing the Mayor to Sign, on Behalf of the Wallace City, a Two-Page Written Contract with Baer Testing & Engineering, Inc., for Work on Certain Components of the Selah Fremont Avenue Sidewalk Improvements Project Rocky N-7 Resolution Authorizing the Mayor to sign a Construction Wallace Contract between the City of Selah and Stiles Inc. DBA L&S Fencing, of Yakima, WA for the Wood Field Athletic Fence at Carlon Park Project **Ordinances** None **Public Appearances** None Reports/Announcements

Q.

- 1. Departments
- 2. Council Members
- City Administrator 3.
- 4. **Boards**
- 5. Mayor

R. **Executive Session** None

S. Adjournment

O.

P.

Morales, Treesa

From:

Selah Webmaster

Sent:

Monday, April 25, 2022 3:00 PM

To:

Morales, Treesa

Subject:

New Public Comment Submission

Meeting Type / Tipo de Reunión

Council Meeting

Meeting Date / Fecha de la Reunión

04/26/2022

Topic / Tema

Side-by-sides on City Streets

How would you like to provide your comment? / ¿Cómo le gustaría dar su comentario?

I will submit my comment below for the City Clerk to read aloud at the meeting. / Presentaré mi comentario a continuación para que la secretaria de la ciudad lo lea en voz alta en la reunión.

How will you attend the meeting? / ¿Cómo te unirás a la reunión virtual?

I will not be attending. / No voy a asistir.

First & Last Name / Nombre y Apellido

Mike Rish

Registered Voter?

Yes

Residency / Residencia

Selah 98942 United States Map It

Phone Number / Número de Teléfono

(509) 952-9038

Email Address / Correo Electrónico

mikerish@elltel.net

Written Comment / Comentario Escrito Público

Is there any decision or progress on the approval of Side-by-Sides or ATV's on City Streets. Please explain.



Selah City Council

Regular Meeting AGENDA ITEM SUMMARY

Meeting Date: 4/26/2022

Agenda Number: J-1

Informational Item

Title: Proclamation declaring July 2022 as Love Thy Neighbor Month

From: Mayor Sherry Raymond

Action Requested: Informational - No Action Needed

Staff Recommendation: N/A

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: See Proclamation

Recommended Motion:

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:

Action Taken: None

The State of Washington



Proclamation

WHEREAS, for centuries, the United States of America, which includes the state of Washington, has been plagued with discrimination and racism; and

WHEREAS, the Declaration of Independence reads, "We hold these truth to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness"; and

WHEREAS, there currently is no known holiday, day, nor month set aside to bring American people together as one people; and

WHEREAS, The Tacoma Ministerial Alliance (TMA) has deemed that July of each year be recognized as Love Thy Neighbor Month; and

WHEREAS, Love Thy Neighbor month is a hate-free month based on the common humanity of all Washingtonians;

NOW, THEREFORE, I, Jay Inslee, Governor of the state of Washington, do hereby proclaim July 2022, as

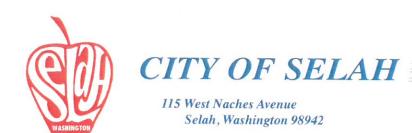
Love Thy Neighbor Month

in Washington, and I encourage all people in our state to work toward fostering, appreciating, and demonstrating love toward one another irrespective of any difference.

Signed this 21st day of February, 2022

overnor Jay Inslee





Phone 509-698-7328 Fax 509-698-7338

City of Selah Proclamation #2022-02

Declaring July 2022, as Love Thy Neighbor Month in Selah, WA

WHEREAS, for centuries, the United States of America, which includes the state of Washington, has been plagued with discrimination and racism; and,

WHEREAS, the Declaration of Independence reads, "We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness"; and,

WHEREAS, there currently is no known holiday, day, nor month set aside to bring American people together as one people; and,

WHEREAS, The Tacoma Ministerial Alliance (TMA) has deemed that July of each year be recognized as Love Thy Neighbor Month; and

WHEREAS, Love Thy Neighbor Month is a hate-free month based on the common humanity of all Washingtonians;

NOW, THEREFORE, I, Sherry Raymond do hereby recognize July 2022 as Love Thy Neighbor Month, and I call this observance to the attention of all of our citizens.

Dated this 26th Day of April, 2022

Sherry Raymond, Mayor





Selah City Council

Regular Meeting AGENDA ITEM SUMMARY

Meeting Date: 4/26/2022 Agenda Number: K-1

Action Item

Title: Approval of Minutes, April 12, 2022 Council Meeting

From: Treesa Morales, Public Records Officer

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: I move to approve the Consent Agenda in the form presented (This item is part of the consent agenda).

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:

Action Taken: None

City of Selah City Council Study Session Minutes April 12, 2022

Study Session #1 RE: Regional Crime Center
Electronically Via Zoom

A. Call to Order

Mayor Raymond called the study session to order at 3:30 pm.

Members Present: Kevin Wickenhagen; Jared Iverson; Elizabeth Marquis; Clifford

Peterson; Roger Bell; Michael Costello, Russell Carlson

Staff Present: Joe Henne, City Administrator; Rob Case, City Attorney; Dan

Christman, Police Chief; James Lange, Fire Chief; Rocky Wallace, Public Works Director; Dale Novobielski, City Clerk/Treasurer; Jeff Peters, Community Development Supervisor; Treesa Morales,

Public Records Manager.

Guest Present: Chris Wickenhagen, YVCOG

After introductions, Mayor Raymond called on Chris Wickenhagen, from YVCOG to present information about the Region Crime Center.

Chis Wickenhagen gave summary of the materials provided in the Study Session Council Packet and then requested that Chief Christman and Sheriff Udell spoke.

Mayor Raymond called on Sheriff Udell to speak on the subject. Udell explained how the service would be implemented and maintained.

Mayor Raymond called on Chief Christman to provide feedback. Chief Christman explained the need to having the presented tools in the area and the benefits it could provide for LE agencies and the county as a whole.

After presentation, the following topics (in order) were discussed:

- 1. From Mayor Raymond have the county commissioners been asked to help with their ARPA money? Chris Wickenhagen provided response.
- 2. From Councilmember Bell is there any history of what the ongoing maintenance is for a regional center like this? And how fast does the technology change with these programs? Chris Wickenhagen provided response. Sheriff Udell provided information. Councilmember Wickenhagen provided information.
- 3. From Councilmember Bell are the predicted four employees sufficient for the long term or will the staffing needs grow over time? Chris Wickenhagen provided response. Chief Christman provided information. Sheriff Udell provided information.
- 4. From Councilmember Carlson is there a location determined for the center? Chris Wickenhagen provided feedback. Councilmember Carlson commented that maybe the

- center could be housed at the new proposed Selah Police Station. Chief Christman provided feedback and thoughts on Councilmember Carlson's idea.
- 5. From Councilmember Bell is there any conversation on the classification of any of the proposed employees. How would they be classified? Chris Wickenhagen explained they would be hired by YVCOG and considered shared staff by all the members.
- 6. From Councilmember Wickenhagen explained that that is similar from the Yakima County Technology Services enforcement and are classified at the YAC Core Group. Councilmember Carlson requested more information on what the YAC Core is. Councilmember Wickenhagen explained centers around the Spillman software and the supporting software used by first responders throughout the county.
- 7. Councilmember Costello commented that after having worked with Yakima PD, he understands the essential need for the Regional Crime Center, proposed programs, and the importance to the investigations.
- 8. Mayor Raymond asked Sheriff Udell a question about training, and wondered if Yakima had any trained officers in the proposed equipment. Sheriff Udell provided response. Councilmember Costello commented that since Yakima is so busy, regardless if they had anyone trained, agencies would still be waiting on results.
- Councilmember Carlson stated that he has apprehension to creating a new program and expressed concern over not being able to find staff. Chris Wickenhagen provided response.
- 10. From Councilmember Wickenhagen asked what Sheriff Udell meant when he stated the program will be "very beneficial" and how can it be explained to the public. Sheriff Udell provided response.
- 11. From Councilmember Peterson how much money would be saved by not having to send someone out of town to process evidence. Chief Christman provided a response.

Mayor Raymond thanked the guests and ended the study session.

Study Session #1 ended at 4:30 pm.

City of Selah City Council Study Session Minutes April 12, 2022

Study Session #2 RE: Parks and Recreation Comprehensive Plan Electronically Via Zoom

A. Call to Order

Mayor Raymond called the study session to order at 4:30 pm.

Members Present: Kevin Wickenhagen; Jared Iverson; Elizabeth Marquis; Clifford

Peterson; Roger Bell; Michael Costello, Russell Carlson

Staff Present: Joe Henne, City Administrator; Rob Case, City Attorney; Dan

Christman, Police Chief; James Lange, Fire Chief; Rocky Wallace, Public Works Director; Dale Novobielski, City Clerk/Treasurer; Jeff Peters, Community Development Supervisor; Treesa Morales,

Public Records Manager; Ron Anderson, Civic Center Coordinator; Kelsey Brontide, Recreation Coordinator.

Guest Present: Deb LaCombe, HLA Engineering

After introductions, Mayor Raymond called on Ron Anderson, Civic Center Coordinator to present information about the Parks and Recreation Comprehensive Plan.

Ron Anderson provided a review of the materials provided in the Study Session Council Packet and opened the floor for questions.

Public Works Director, Rocky Wallace addressed information proposed from the plan. Wallace stated they will have the plan adopted by 2023. Wallace requested the Council review the goals and objectives and provide feedback if they want to add or remove anything from the list. And announced the need for community involvement in the survey.

Recreation Director, Zack Schab gave input for the plan.

After presentation, the following topics (in order) were discussed:

- 1. From Councilmember Carlson what is the plan for the proposed soccer complex? Zack Schab provided answers. Wallace gave input for the complex and the multi-use fields.
- 2. From Councilmember Bell suggested changing 4.1.2(4) stating that the City included softball, baseball, aquatics etc., to display all the recreational opportunities in town
- 3. From Councilmember Wickenhagen suggested the survey include a question to see what the community knows about the programs and how do they get the information.
- 4. Jeff Peters made statement about how the plan is formulated and how Council will be involved.

- 5. Wallace called on Deb LaCombe from HLA Engineering. LaCombe explained they were going to create a subcommittee to discuss the targets of greenspace and land development. And allows the plan to directly address goals.
- 6. Councilmember Carlson asked what programs the community is requesting? Recreation Director Schab responded. Civic Center Coordinator provided input as well.

Seeing no other questions, Mayor Raymond ended the study session.

Study Session #2 ended at 5:05 pm.

City of Selah City Council Meeting Minutes April 12, 2022

Regular Meeting Electronically Via Zoom

A. Call to Order

Mayor Raymond called the meeting to order at 5:30 pm.

B. Roll Call

Members Present:

Kevin Wickenhagen; Jared Iverson; Elizabeth Marquis; Clifford

Peterson; Roger Bell; Michael Costello; Russell Carlson

Staff Present:

Joe Henne, City Administrator; Rob Case, City Attorney; Dan Christman, Police Chief; James Lange, Fire Chief; Micky Gillie Deputy Fire Chief; Zack Schab, Recreation Director; Rocky Wallace, Public Works Director; Dale Novobielski, City

Clerk/Treasurer, Jeff Peters, Community Development Supervisor:

Treesa Morales, Public Records Manager.

C. Councilmember Absence

None

D. Pledge of Allegiance

Mayor Raymond led the Pledge of Allegiance

E. Invocation

Jason Williams from Harvest Church gave the prayer

F. Agenda Changes

None

G. Public Appearances/Introductions/Presentations

Katrina Henkle from the Selah Downtown Association gave a report

H. Getting To Know Our Businesses

None

I. Communications

None

J. Proclamations/Announcements

None

K. Consent Agenda (all items listed with an asterisk (*) are considered part of the consent agenda and are enacted in one motion).

Councilmember Carlson moved to add item O-1 to the consent agenda. Councilmember Bell seconded. By show of hands, council agrees unanimous to add O-1 to consent agenda.

Councilmember Carlson moved to approve the Consent Agenda as amended. Councilmember Bell seconded. By show of hands, council unanimously agrees. Motion passes unanimously.

Public Records Manager, Treesa Morales, read the Consent Agenda:

*Treesa Morales

1. Approval of Minutes: March 22, 2022 Council Meeting

*Dale Novobielski 2. Approval of Claims and Payroll:

Payroll Checks No. 84788 – 84804 for a total of \$311,905.11 Claim Checks No. 177902-177995 for a total of \$284,027,33

*Dan Christman

3. O-1: Ordinance Amending the 2022 Budget for the

Conversion of Police Shotguns to a Less than Lethal

Platform.

*James Lange

3. O-2: Ordinance Amending the 2022 Budget for Fire

Department Radio System Upgrades

L. Public Hearings

None

M. General Business

- 1. **New Business**
 - a. Discussion of resuming in-person meetings Introduced by Mayor Raymond, and presented by City Administrator, Joe Henne. After presentation, unanimous support was given from Councilmembers to return to in person meetings. Joe Henne stated the next meeting will be in person in the Council Chambers.
 - b. Discussion regarding use of ARPA money Introduced by Mayor Raymond, and presented by City Administrator, Joe Henne. The following was discussed: Mr. Henne stated that the research shows APRPA money can be used to help the less fortunate and Council can choose to use some of the ARPA money to this. Mr. Henne suggested giving \$50,000 to the Selah Food Bank.

Councilmember Wickenhagen discussed the new food supply store (Northwest Harvest) on Fruitvale, and how will it affect the food bank. Mr. Henne agreed, it's huge and open to everyone, no questions asked, and it is on our current bus route.

From Councilmember Carlson stated that Bill Harris has been to the Northwest Harvest facility and does not feel they will be in direct competition.

Mr. Bill Harris was added into the main meeting to provide feedback and discussion. Addressed the NW Harvest building but stated that it is a

distribution center to help surrounding facilities. Mr. Harris gave other information on the new Selah Naches Food Bank and stated that they hope to be open in the spring of 2023. To date, they have raised \$545,000 to date of the \$750,000 they need for the building. They also have in-kind contributions. Mr. Henne asked how confident Mr. Harris was, if the City made a contribution to the Food Bank, that they would be able to come through with a final building. Mr. Harris stated – extremely confident.

Community Planner, Jeff Peters provided input.

Councilmember Carlson asked Mr. Harris how big the space the current Food Bank uses at the Civic Center. Recreation Director Zack Schab clarified.

Mr. Harris also informed the Council of their planned coordination with the School District to provide food to children in the community who have food insecurities – specifically over the weekend.

Councilmember Peterson stated that he is in favor of helping the food bank. But said that he would like to see all of the possible uses for the APRA money. Mr. Henne said he would be happy to put together a list.

Councilmember Wickenhagen reminded council that the ARPA money from the County could also contribute to the food bank as well. Mr. Harris stated that they are going to apply for ARPA funds through the County.

Councilmember Iverson stated that he is in favor of supporting the food bank with ARPA funds but would also like to see a list of other possible projects.

Mayor Raymond noted a thumbs up from all the Councilmembers in support. Mr. Henne said he would follow up and get more information for Council.

c. Discussion regarding Public Defender Contract for Scott Brumback Introduced by Mayor Raymond, and presented by City Attorney, Rob Case. Mr. Case stated to the council that there is no action item to consider and no negotiation needed by the council. But that it is simply a discussion. Mr. Case turned the meeting over to Mr. Brumback.

Mr. Brumback gave introduction and provided discussion on the Public Defender contract with the City. Invited Councilmembers down to see the facility and what they are dealing with.

Councilmember Carlson addressed the email included in the Council packet. Asked about Attorneys included in serving the City.

Councilmember Carlson asked how Mr. Schuler's position affects the City at this point. Brumback clarified that the firm is contracted, not Mr. Schuler specifically.

Discussion ended.

Old Business

None

N. Resolutions

N-1 Resolution Authorizing the Mayor to Sign a Construction Contract with AA Asphalting, LLC, for the Naches Avenue Sidewalk Improvements Project.

Introduced by Mayor Raymond, and presented by Public Works Director, Rocky Wallace. After discussion,

Councilmember Bell asked about what Wallace meant in "reduction in materials." Mr. Wallace clarified.

Councilmember Bell said is sounds like we are eliminating from 1st to 2nd which is in front of City Hall. And was there a plan to repair that. Wallace stated that the section in front of City Hall would be included on another project.

Councilmember Carlson asked for original budgeted amount. Mr. Wallace stated that the engineer's original cost was \$319,000. But the project adjustments reduces the total to \$260,000 plus the \$13,000 for engineering

Councilmember Wickenhagen moved, and Councilmember Peterson seconded, to approve the Resolution Authorizing the Mayor to Sign a Construction Contract with AA Asphalting, LLC, for the Naches Avenue Sidewalk Improvements Project.

Roll was called: Councilmember Wickenhagen – yes; Councilmember Iverson – yes; Councilmember Marquis – yes; Councilmember Peterson – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – yes. By voice vote, Resolution passes unanimously.

N-2 Resolution Authorizing the Mayor to Sign Task Order No. 2022-03 with HLA Engineering and Surveying, Inc., for Engineering and Surveying Services Necessary for a Washington State Department of Transportation (WSDOT) Funding Application for the Safe Routes to School (SRTS)/Pedestrian Bicyclists Program (PBP).

Introduced by Mayor Raymond, and presented by Public Works Director, Rocky Wallace. After discussion,

Wickenhagen asked which side on Home Ave. the project is planned. Mr. Wallace stated it would be on the north side of Home Ave.

Councilmember Bell moved, and Councilmember Costello seconded, to approve the Resolution Authorizing the Mayor to Sign Task Order No. 2022-03 with HLA Engineering and Surveying, Inc., for Engineering and Surveying Services Necessary for a Washington State Department of Transportation (WSDOT) Funding Application for the Safe Routes to School (SRTS)/Pedestrian Bicyclists Program (PBP).

Roll was called: Councilmember Wickenhagen – yes; Councilmember Iverson – yes; Councilmember Marquis – yes; Councilmember Peterson – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – yes. By voice vote, Resolution passes unanimously.

N-3 Resolution Adopting a Purchasing and Contracting Policy.

Introduced by Mayor Raymond, and presented by City Attorney, Rob Case. After discussion,

Councilmember Carlson moved, and Councilmember Wickenhagen seconded, to approve the Resolution Adopting a Purchasing and Contracting Policy.

Roll was called: Councilmember Wickenhagen – yes; Councilmember Iverson – yes; Councilmember Marquis – yes; Councilmember Peterson – yes; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – yes. By voice vote, Resolution passes unanimously

O. Ordinances

O-1 Ordinance Amending the 2022 Budget for the Conversion of Police Shotguns to a Less than Lethal Platform.

This ordinance was passed unanimously with the passing of the consent agenda.

O-2* Ordinance Amending the 2022 Budget for Fire Department Radio System Upgrades.

This ordinance was passed unanimously with the passing of the consent agenda.

P. Public Appearances

None

- Q. Reports/Announcements
 - 1. Departments
 - Chief Lange gave report
 - Chief Christman gave report
 - Jeff Peters gave report
 - Rocky Wallace gave report
 - Zack Schab gave report

- Dale Novobielski gave report
- 2. Councilmembers
 - Councilmember Carlson No report
 - Councilmember Wickenhagen No report
 - Councilmember Marquis No report
 - Councilmember Iverson Gave report
 - Councilmember Peterson No report
 - Councilmember Costello No report
 - Councilmember Bell No report
- 3. City Attorney Report

Gave report

4. City Administrator Report

Gave report

5. Mayor Report

Gave report

Reminded council to do their F1 filing

June 21-23 is the AWC Conference in Vancouver, WA and to contract Treesa if planning to attend; also no second meeting in June.

6. Boards

Lodging Tax Advisory Committee (LTAC) Meeting Minutes from February 28, 2022 Meeting.

R. Executive Session

30 Minute Executive Session

RE: Litigation – RCW 42.30.110(1)(i)

Started at: 6:43 pm Ended at: 7:00 pm

At the end of the Executive Session, Council returned to the open meeting and Mayor

Raymond stated no vote was taken and no decisions were made.

Mayor Raymond asked City Administrator, Joe Henne to give report.

S. Adjournment

Councilmember Carlson moved to adjourn the meeting. Councilmember Costello seconded. By show of hands vote was unanimous. Meeting was adjourned.

The meeting adjourned at 7:01 pm.

Sherry Raymond, Mayor

Roger Bell, Councilmember	Russell Carlson, Councilmember
Jared Iverson, Councilmember	Chall
Clifford Peterson, Councilmember	Elizabeth Marquis, Councilmember
Michael Costello, Councilmember	ATTEST:
	Dale E. Novobielski, Clerk/Treasurer



Selah City Council

Regular Meeting AGENDA ITEM SUMMARY

Meeting Date: 4/26/2022 Agenda Number: K-2

Action Item

Title: Approval of Claims and Payroll

From: Dale Novobielski, City Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: See claims and payroll registers

Funding Source: See claims and payroll registers

Background/Findings/Facts: N/A

Recommended Motion: I move to approve the Consent Agenda in the form presented (This item is part of the consent agenda).

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:

Action Taken: None



Selah City Council

Regular Meeting AGENDA ITEM SUMMARY

Meeting Date: 4/26/2022 Agenda Number: N-1

Action Item

Title: A Resolution Authorizing the Mayor to sign a Construction Contract between the City of Selah and TTC Construction, Inc., of Yakima WA for the Crusher Canyon Road Sanitary Sewer Improvements Project.

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$1,197,162.82

Funding Source: 415 000 094 594 35 63 71

Background/Findings/Facts: The bid opening for the above referenced project was held at Selah Public Works office at approximately 10:10 a.m., on Wednesday, April 13, 2022. A total of seven (7) bids were received with the low bid of \$1,197,162.82, by TTC, Inc, of Yakima, WA. Such amount is approximately eighteen (18) percent below the Engineer's Estimate of \$1,464,513.83. The City's engineers have reviewed and checked the bid proposals of all bidders and recommend the City award a construction contract to TTC Construction, Inc.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
2/8/2022	Resolution No. 2898 authorizing the Mayor and City Attorney to sign a contract with the Washington State Department of Commerce for the Crusher Canyon Sanitary Sewer Improvements Project
6/8/2021	Resolution No. 2854 authorizing the Mayor to sign Task Order 2021-07 between the City of Selah and HLA Engineering and Land Surveying, Inc., to study potential traffic impacts to the City's transportation system that would result from the full build-out of the Crusher Canyon Sewer Area
5/11/2021	Resolution No. 2846 authorizing the Mayor to sign Task Order 2021-01 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Engineering and Land Surveying Services for the Crusher Canyon Wastewater Collection System Improvements

RESOLUTION NO. 240%

RESOLUTION AUTHORIZING THE MAYOR SIGN A CONSTRUCTION CONTRACT BETWEEN THE CITY OF SELAH AND TTC CONSTRUCTION, INC., FOR THE CRUSHER CANYON ROAD SANITARTY SEWER IMPROVEMENTS PROJECT

WHEREAS, the City of Selah wishes to construct certain wastewater collection system improvements; and

WHEREAS, after seeking bids the City wishes to award the construction contract to the low bidder, TTC Construction, Inc., of Yakima, Washington;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign a Construction Contract between the City of Selah and TTC Construction, Inc., in the amount of \$1,197,162.82 for the Crusher Canyon Road Sanitary Sewer Improvements Project.

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

ATTEST:

Sherry Raymond, Mayor

Dale Novobielski, Clerk Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney



April 14, 2022

City of Selah 115 W. Naches Ave. Selah, WA 98942

Attn: Mayor Sherry Raymond

Re: City of Selah

CRUSHER CANYON ROAD SANITARY SEWER IMPROVEMENTS

HLA Project No.: 21065 Recommendation of Award

Dear Mayor Raymond:

The bid opening for the above referenced project was held on Wednesday, April 13, 2022. Bids were received at Selah City Hall until 10:00 a.m. and shortly thereafter opened at the Public Works office. A total of seven (7) bids were received with the low bid of \$1,197,162.82, being offered by TTC Construction, Inc., of Yakima, WA. This low bid is approximately eighteen percent (18%) below the Engineer's Estimate of \$1,464,513.83.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Selah award a construction contract to TTC Construction, Inc., in the amount of \$1,197,162.82. Please send us a copy of the City of Selah Council minutes authorizing award of this project.

Enclosed please find the project Bid Summary for your review. Please advise if we may answer any questions or provide additional information.

Very truly yours,

Stephen S. Hazzard, PE

SSH/asr

Enclosures

Copy: Joe Henne, Rocky Wallace, City of Selah

Dennis Perala, HLA

	NS DIB	BID SUMMARY							Bidd	Bidder #1			Bidd	Bidder #2			Bidder #3	r #3	
Owner: Project: HLA Pro Bid Ope	Owner: City of Selah Project: Crusher Canyon Road Sanitary Sewer Improvements HLA Project No.: 21065C Bid Opening Date: April 13, 2022	er Improve	ments					, ,,	TTC Construction, Inc. 12871 Summitview Road Yakima, WA 98908	ruction, litview I	Inc. Road 08	Se	Selland Construction, Inc. PO Box 119 Wenatchee, WA 98807	Construction PO Box 119 tchee, WA 9	on, Inc.	Granite	Granite Construction Company 80 Pond Road Yakima. WA 98901	tion Cc Road	ompany 1
ITEM		2	FIMIL		ENGINEER'S	ESTI	ESTIMATE												
Ŏ.	_	-			Unit Price	ď	Amount	ā	Unit Price	An	Amount	ร	Unit Price	Ā	Amount	Unit Price	rice	Ame	Amount
-	Minor Change	1	FA	ક્ર	25,000.00	S	25,000.00	S	25,000.00	\$ 2	25,000.00	8	25,000.00	\$	25,000.00	\$ 25,	25,000.00	\$ 25	25,000.00
7	Mobilization	,	rs	\$	150,000.00	\$	150,000.00	\$	20,000.00	\$ 2(20,000.00		14,000.00		14,000.00	\$ 106,	106,000.00		106,000.00
က	Project Temporary Traffic Control	1	LS				150,000.00		18,000.00		18,000.00	€9	30,000.00	8	30,000,00	\$ 40,0	40,000.00	\$ 40	40,000.00
4	Unclassified Excavation Incl. Haul	20	Շ	43			2,500.00	4	87.90		4,395.00	\$	55.00	\$	2,750.00	S	00.09	\$ 3	3,000.00
2	Crushed Surfacing Top Course	375	TON	s	\rightarrow		16,875.00	8	54.38	€9	20,392.50	€9	51.00		19,125.00	8	23.00		8,625.00
9	HMA CI. 1/2-Inch PG 64H-28	1,960	TON	8		3	196,000.00	S	124.00	69	243,040.00	\$	121.00	\$ 23	237,160.00	\$	100.00	\$ 196	196,000.00
_	Manhole 48 In. Diam. Type 1	17	EA	69	-	5	76,500.00	\$	5,050.00	۵	85,850.00	\$	4,300.00		73,100.00	\$ 7,0	7,000.00		119,000.00
80	Adjust Manhole	3	EA	69		49	2,400.00	\$	880.00	\$	2,640.00	\$	640.00	8	1,920.00		1,000.00	\$ 3	3,000.00
6	Shoring or Extra Excavation	4,425	LF	49	_	8	8,850.00	ક્ર	2.30		10,177.50	€9	1.00	89	4,425.00	S	10.00	4	44,250.00
10	Select Backfill, as Directed	6,200	CY	5	42.00		260,400.00	63	34.00	2	210,800.00	69	40.00		248,000.00	S	16.00	100	99,200.00
1	Adjust Valve Box	3	EA	49	-	சு	1,500.00	\$	880.00	\$	2,640.00	69	1,000.00	49	3,000.00	69	-		1,500.00
12	PVC Sanitary Sewer Pipe 12 In. Diam.	4,360	Ę	\$	0	\$ 4	436,000.00	\$	101.90	\$ 44	444,284.00	4	124.00		540,640.00		134.00	58	584,240.00
13	PVC Sanitary Sewer Pipe 8 In. Diam.	65	H	S	0	s	9,750.00	s	87.30	\$	5,674.50	8	151.00	s	9,815.00		-	8	8,580.00
14	Erosion/Water Pollution Control	-	FA	69	0		2,500.00	5	2,500.00	\$	2,500.00	49	2,500.00	\$	2,500.00	\$ 2,5			2,500.00
12	Pavement Markings	-	LS	ક્ક			10,000.00	€9	5,500.00	49	5,500.00	€9	6,500.00	69	6,500.00	\$ 7,5	7,500.00		7,500.00
16	Controlled Density Fill	20	Ç	8	200.00	8	4,000.00	S	226.00		4,520.00	69	200.00	69	4,000.00	s.	Н		3,600.00
		Bid St	Bid Subtotal			-	1,352,275.00			\$ 1,10	1,105,413.50			\$ 1,22	1,221,935.00			\$ 1,251	1,251,995.00
		8.3% Sales Tax	es Tax				112,238.83			6	91,749.32			\$ 10	101,420.61			\$ 103	915.59
		. QIB	BID TOTAL			\$ 1,46	,464,513.83			\$ 1,19	,197,162.82			\$ 1,32	,323,355.61			\$ 1,355	,355,910.59
	ENGINEER	ENGINEER'S REPORT	rt.									AD	ADDITIONAL BID TOTALS	BID TC	STALS				
								BIDDER	JER							BID TOTA	TAL		
Com	Competitive bids were opened April 13, 2022. All bids have been reviewed by th	II bids have	eeen	revie		is office.		Pro G	Pro Grade Enterprises, Inc.	prises, II	JC.					\$ 1,457,812.7	812.76		
Were	We recommend the contract be awarded to: TTC Construction, Inc	C Constru	ction, I	nc				Prem	Premier Excavation, Inc.	ion, Inc.						\$ 1,458,209.58	209.58		
								Interv	Interwest Construction, Inc.	uction, In	JC.					\$ 1,540,854.50	854.50		
								Belsa	Belsaas & Smith Construction, Inc.	Constru	iction, Inc.					\$ 1,572,136.95	136.95		
	Draine	1	67		970		Ť												
					Ca	D,													
					TAL														
				\Diamond	× HLA	1													
7.0	the second section of the second section secti				Engineering and Land	Surveying	s loc.												
סום	bid results can be found at: niacivil.com										#Hig	hlighte	*Highlighted amounts have been corrected.	have b	een correc	cted.	March Street		

OWNER: City of Selah, Washington (SEAL) ATTEST: Name: Sherry Raymond Title: Mayor Name: <u>Dale Novobielski</u> Title: Clerk-Treasurer CONTRACTOR: TTC Construction, Inc. (CONTRACTOR NAME) (SEAL) Name: _ Shannon Heckart, President ATTEST: (Please Print or Type) Address: 12871 Summitview Road Yakima, WA 98908 Phone: (509) 457-3969 Fax: (509) 457-2945



Selah City Council

Regular Meeting AGENDA ITEM SUMMARY

Meeting Date: 4/26/2022 Agenda Number: N-2

Action Item

Title: Resolution Authorizing the Mayor to Sign, on Behalf of the City, a Two-Page Written Contract with Baer Testing & Engineering, Inc., for Work on Certain Components of the Selah Crusher Canyon Road Sanitary Sewer Improvements Project.

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$7,750.00

Funding Source: 415 000 094 594 35 63 71

Background/Findings/Facts: This pertains to the City's ongoing Crusher Canyon Sanitary Sewer Improvements Project. On behalf of the City, HLA Engineering and Land Surveying, Inc. ("HLA") – which entity serves as the City's contracted outside engineering firm via a prior written Task Order— solicited proposals from three (3) companies for work on the soil, concrete and asphalt components of such project. Upon comparison, the City and HLA believe that the proposal submitted by Baer Testing & Engineering, Inc. ("Baer") is the best of the three received proposals. 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 \$7,750.00. A copy of that proposal is appended to this Agenda Item Summary. The City's Public Works Department is seeking approval from the City Council for the Mayor to sign such proposal on behalf of the City, so that this work can proceed when appropriate.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:

Action Taken:

2/8/2022

Resolution No. 2898 authorizing the Mayor and City Attorney to sign a contract with the Washington State Department of Commerce for the Crusher Canyon Sanitary Sewer Improvements Project

- Resolution No. 2854 authorizing the Mayor to sign Task Order 2021-07 between the City of Selah and HLA Engineering and Land Surveying, Inc., to study potential traffic impacts to the City's transportation system that would result from the full build-out of the Crusher Canyon Sewer Area
- 5/11/2021 Resolution No. 2846 authorizing the Mayor to sign Task Order 2021-01 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Engineering and Land Surveying Services for the Crusher Canyon Wastewater Collection System Improvements

RESOLUTION NO. 2409

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 CRUSHER CANYON ROAD SANITARTY SEWER IMPROVEMENTS PROJECT

WHEREAS, the City of Selah is continuing its efforts on the Selah Crusher Canyon Sanitary Sewer 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 30, 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 \$7,750.00; 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 \$7,750.00.

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

ATTEST:

Sherry Raymond, Mayor

Dale Novobielski, Clerk Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney



(509) 469-3068(509) 469-3070(www.baertesting.com



Project

Name: Crusher Canyon Road Sanitary Sewer Improvements

<u>Date:</u> 3/30/2022 <u>Bid Date:</u> 4/13/2022

ltem:	Qty:	Uı	nit Rate:		Total:	Notes:
SOIL/AGGREGATE TESTING AND INSP	ECTION:					
T99-T180/D698-D1557 Moisture Density Determination (Proctor), each	2	\$	200.00	\$	400.00	
T27/C136 Sieve Analysis of Aggregates	2	\$	100.00	\$	200.00	
T176/D2419 - Sand Equivalent, each	1	\$	100.00	\$	100.00	
T335/D5821 - Fractured Face Count, each	1	\$	100.00	\$	100.00	
Technician to Perform Soil/Aggregate Density Testing, per hour	50	\$	55.00	\$	2,750.00	25 Trips
Technician to Sample Soil/Aggregate, per hour	2	\$	55.00	\$	110.00	1 Trip
CONCRETE TESTING AND INSPECT	ION:					
T22/C39 - Compressive Strength of Concrete Specimens (6x12" or 4x8"), each	10	\$	25.00	\$	250.00	
Technician to Perform Concrete Testing, per hour	4	\$	55.00	\$	220.00	2 Trips
Inspector to Perform Rebar Inspection, per hour		\$	65.00	\$		
Technician to Pickup, Process, and Transport Cylinders, per hour	4	\$	55.00	\$	220.00	2 Trips
ASPHALT TESTING AND INSPECTI	ON:					
T209/D2041 - Theoretical Maximum Specific Gravity (Rice), each	2	\$	100.00	\$	200.00	2/11
T30-T308/D5444-D6307 - Asphalt Content and Mechanical Analysis of HMA, each	2	\$	200.00	\$	400.00	
Technician to Perform Asphalt Density Testing, per hour	16	\$	55.00	\$	880.00	2 Trips
Technician to Pickup and Transport Asphalt Samples, per hour	4	\$	55.00	\$	220.00	2 Trips
MISCELLANEOUS CHARGES AND CO	OSTS:					
Equipment Charge, per trip	34	\$	50.00	\$	1,700.00	
Overtime Surcharge - Before 8AM or After 5PM and Excess of 8 Hours, per hour		1.5	X HOUR	LY RA	ATE	
Testing Manager, per hour		\$	95.00	\$	-	
Chief Engineer (PE), per hour		\$	165.00	\$	-	
Administrative/Clerical, per hour		\$	50.00	\$	-	
Subcontractred Services, Lump Sum			Cost +1	5%		
ESTIMATED BUDGET GRAND TOTAL:				\$		7,750.00



1106 Ledwich Ave. Yakima, WA 98902

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.: 3/30/2022	Client:
X 255 136-	Sharry Raymond
Steve Raer	Starry May Mora

Steve Baer

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

Pg.2

THIS INFORMATION IS PROPRIETARY AND CONFIDENTIAL, IT SHALL NOT BE DUPLICATED, REPRODUCED, OR DISTRIBUTED.

Revised 2/9/2022

Morales, Treesa

From:

Stephen Hazzard <shazzard@hlacivil.com>

Sent:

Monday, April 11, 2022 4:08 PM

To:

Wallace, Rocky

Cc:

Chris Cuevas

Subject:

FW: Crusher Canyon Sewer Material Testing Proposals

Attachments:

2022_04_11_Crusher_Canyon_Sewer_QC - PLSA.pdf; W22-016 Crusher Canyon Sewer- HLA

Engineering - TFT.pdf; Crusher Canyon Road Sanitary Sewer Improvements - Baer Testing and

Engineering, Inc..pdf

Rocky,

If you look at the attached quotes as a price per trip basis, here is the breakdown:

TFT = \$370/trip Baer = \$228/trip PLSA = \$299/trip

Thanks,



Stephen S. Hazzard, PE

HLA Engineering and Land Surveying, Inc. 2803 River Road Yakima, WA 98902 Office: 509-966-7000 | Cell: 509-840-4746 shazzard@hlacivil.com | www.hlacivil.com

From: Stephen Hazzard

Sent: Monday, April 11, 2022 3:39 PM

To: Wallace, Rocky < Rocky. Wallace@selahwa.gov>

Cc: Chris Cuevas <ccuevas@hlacivil.com>

Subject: Crusher Canyon Sewer Material Testing Proposals

Rocky,

Attached are the proposals I received from 3 different material testing firms for the Crusher Canyon Sewer project. Please let me know if you have any questions.

Thanks.



Stephen S. Hazzard, PE

HLA Engineering and Land Surveying, Inc. 2803 River Road Yakima, WA 98902 Office: 509-966-7000 | Cell: 509-840-4746

shazzard@hlacivil.com | www.hlacivil.com



Selah City Council

Regular Meeting AGENDA ITEM SUMMARY

Meeting Date: 4/26/2022 Agenda Number: N-3

Action Item

Title: Resolution authorizing the Mayor to sign Task Order 2022-02 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Professional Engineering Services for the Selah School District John Campbell Project Improvements Phase 2 to W. Bartlett Avenue, N. 3rd Street, E. Home Avenue, and N. 1st Street.

From: Rocky Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: To approve the attached Resolution in the form presented.

Board/Commission Recommendation:

Fiscal Impact: \$20,000.00

Funding Source: 110

Background/Findings/Facts: HLA Engineering and Land Surveying Inc., to provide Professional Engineering Services for the City on the Selah School District John Campbell Project Improvements Phase 2 to W. Bartlett Avenue, N. 3rd Street, E. Home Avenue, and N. 1st Street. Services to include limited Construction Inspection and Material Testing. Please see the attached task order.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:

Action Taken:

7/13/2021

Resolution authorizing the Mayor to sign Task Order 2021-08 between the City

of Selah and HLA Engineering and Land Surveying, Inc. to provide

Professional Engineering Services for the Selah School District John Campbell

Project Improvements to W Bartlett and N 3rd Street.

RESOLUTION NO. 2910

RESOLUTION AUTHORIZING THE MAYOR TO SIGN TASK ORDER 2022-02 BETWEEN THE CITY OF SELAH AND HLA ENGINEERING AND LAND SURVEYING, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE CITY OF SELAH ON THE SELAH SCHOOL DISTRICT JOHN CAMPBELL PROJECT IMPROVEMENTS PHASE 2 TO W. BARTLETT AVENUE, N. 3RD STREET, E. HOME AVENUE, AND N. 1ST STREET.

WHEREAS, the City of Selah desires to observe construction of the Selah School District John Campbell improvements within the right of way on W. Bartlett Ave, N. 3rd St., E. Home Ave, and N. 1st St.; and

WHEREAS, the City of Selah currently uses HLA Engineering and Land Surveying, Inc. for professional civil engineering and consulting work; and

WHEREAS, the City of Selah wishes to engage HLA via task order for the Selah School District John Campbell Project Improvements Phase 2 to W. Bartlett Ave, N. 3rd St., E. Home Ave, and N. 1st St.; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign Task Order No 2022-02 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Professional Engineering Services for the City of Selah on the Selah School District, John Campbell Project Improvements Phase 2 to W. Bartlett Avenue, N. 3rd Street, E. Home Avenue, and N. 1st Street.

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

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney

Resolution No. 2410
Page 1 of 1

TASK ORDER NO. 2022-02

REGARDING AGREEMENT BETWEEN CITY OF SELAH

AND

HLA ENGINEERING AND LAND SURVEYING, INC.

PROJECT DESCRIPTION:

<u>John Campbell Off-Site Improvements, Phase 2 (PROJECT)</u> HLA Project No. 22091C

The City of Selah (CITY) desires to observe construction and provide material testing for the Selah School District John Campbell Phase 2 project improvements within the public right of way, including new traffic signal at E Home Avenue and N. 1st Street, site access improvements and new pavement markings along N. 1st Street, and resurfacing of W Bartlett Avenue from N. 1st Street to N. 3rd Street.

SCOPE OF SERVICES:

At the direction of the CITY, HLA Engineering and Land Surveying, Inc. (HLA), shall provide professional engineering services for the PROJECT. HLA services shall include:

1.0 Construction Services

- 1.1 Provide construction observation for N. 1st Street improvements, including <u>subgrade</u> <u>preparation and placement of crushed surfacing for HMA roadway</u>, curb and gutter, sidewalk, pavement markings, and traffic signal.
- 1.2 Provide construction observation for W. Bartlett Avenue improvements, including existing asphalt planing, placement of new hot mix asphalt, and pavement markings.

2.0 Materials Testing Services

Provide materials testing services (via Baer Testing, Inc.) for subgrade compaction, crushed surfacing gradations and compaction, HMA Rice test and compaction, concrete testing for slump and air content, and cylinders for compressive strength for new curb and gutter and sidewalk. HLA will review all materials testing reports for compliance with CITY standards.

3.0 Additional Services

Additional work requested by the CITY not included in this Task Order, shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA will perform additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as outside consultants.

4.0 Items to be Furnished and Responsibility of CITY

The CITY will provide or perform the following:

- 4.1 Provide full information as to CITY requirements of the PROJECT.
- 4.2 Provide construction observation for all work except as listed in 1.0 above.
- 4.3 Schedule materials testing for work observed by CITY forces.

TIME OF PERFORMANCE:

The services called for under this Task Order shall be completed as follows:

1.0 Construction Services

The services described in this Task Order are anticipated to occur during the 2022 calendar year, and to be completed as follows.

- 1.1 Construction observation for N. 1st Street improvements, including curb and gutter, sidewalk, and traffic signal are anticipated to require ten (10) partial working days (estimated).
- 1.2 Construction observation for W. Bartlett Avenue grind and overlay are anticipated to require two (2) whole working days (estimated).

2.0 Material Testing Services

As required, see attached proposal from Baer Testing, Inc., dated March 22, 2022.

3.0 Additional Services

Time of completion for work directed by the CITY under additional services shall be negotiated and mutually agreed upon at the time service is requested by the CITY.

FEE FOR SERVICE:

For the services furnished by HLA as described under this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties.

1.0 Construction Services

All work to provide Construction Services shall be completed on a time-spent basis at the normal hourly billing rates in affect at the time of service, for the estimated maximum fee of \$15,000.

2.0 Material Testing Services

All work to provide Material Testing Services shall be coordinated with and completed by Baer Testing, Inc., on a time-spent basis at the normal hourly billing rates in affect at the time of service, for an estimated maximum fee of \$5,000.

3.0 Additional Services

Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA will perform additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as printing expenses, vehicle mileage, and outside consultants.

Proposed:	HLA Engineering and Land Surveying, Inc. Michael T. Battle, PE, President	<u>4/1/2022</u> Date
Approved:	City of Selah Sherry Raymond, Mayor	4-27-22 Date

: www.baertesting.com



1106 Ledwich Ave. Yakima, WA 98902

Project

Name: John Campbell Phase 2

Date: 3/22/2022

Bid Date:

3/22/2022

Item:	Qty:	U	nit Rate:		Total:	Notes:
SOIL/AGGREGATE TESTING AND INS	PECTION:					
T99-T180/D698-D1557 Moisture Density Determination (Proctor), each		\$	200.00	\$		
T27/C136 Sieve Analysis of Aggregates	1	\$	100.00	\$	_	
T176/D2419 - Sand Equivalent, each	1	\$	100.00	\$	_	
T335/D5821 - Fractured Face Count, each	1	\$	100.00	\$		
Technician to Perform Soil/Aggregate Density Testing, per hour	4	\$	55.00	\$	220.00	2 Trips
Technician to Sample Soil/Aggregate, per hour		\$	55.00	\$	-	2 11193
CONCRETE TESTING AND INSPECT	TION:			1.		
T22/C39 - Compressive Strength of Concrete Specimens (6x12" or 4x8"), each	30	\$	25.00	\$	750.00	
Technician to Perform Concrete Testing, per hour	18	\$	55.00	\$	990.00	6 Trips
Inspector to Perform Rebar Inspection, per hour		\$	65.00	\$	-	o mps
Technician to Pickup, Process, and Transport Cylinders, per hour	12	\$	55.00	\$	660.00	6 Trips
ASPHALT TESTING AND INSPECTI	ON:			<u> </u>		0 111p3
T209/D2041 - Theoretical Maximum Specific Gravity (Rice), each	1	\$	100.00	\$	100.00	
T30-T308/D5444-D6307 - Asphalt Content and Mechanical Analysis of HMA, each	1	\$	200.00	\$	200.00	
Technician to Perform Asphalt Density Testing, per hour	8	\$	55.00	\$	440.00	1 Trip
Technician to Pickup and Transport Asphalt Samples, per hour	2	\$	55.00	\$	110.00	1 Trip
MISCELLANEOUS CHARGES AND C	OSTS:					
Equipment Charge, per trip	16	\$	50.00	\$	800.00	
Overtime Surcharge - Before 8AM or After 5PM and Excess of 8 Hours, per hour		1.5	X HOURI	Y RA	TE	
Testing Manager, per hour		\$	95.00	\$	-	
Chief Engineer (PE), per hour		\$	165.00	\$	-	
Administrative/Clerical, per hour		\$	50.00	\$	-	
Subcontractred Services, Lump Sum		Al-	Cost +1	5%		
				7		
ESTIMATED BUDGET GRAND TOTAL:				\$		4,270.00

(509) 469-3068(509) 469-3070(www.baertesting.com)



1106 Ledwich Ave. Yakima, WA 98902

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 s	sign and return.
Baer Testing and Engineering, Inc.: 3/22/2022	Client:
X Dia-	
Steve Baer General Manager, sbaer@baertesting.com Signed by: Steve Baer	

Pg.2

THIS INFORMATION IS PROPRIETARY AND CONFIDENTIAL, IT SHALL NOT BE DUPLICATED, REPRODUCED, OR DISTRIBUTED.

Revised 2/9/2022



Selah City Council

Regular Meeting AGENDA ITEM SUMMARY

Meeting Date: 4/26/2022 Agenda Number: N-4

Action Item

Title: Resolution Authorizing the Mayor to sign an Equipment Supply Contract between the City of Selah and General Pacific, of Fairview, Oregon for the Water Service Meter Improvements – Equipment Only Project.

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$1,130,549.33

Funding Source: 411 000 094 594 00 65 44

Background/Findings/Facts: The bid opening for the above referenced project was held at City of Selah City Hall at 2:00 P.M. on Thursday, April 7, 2022. A total of two (2) bids were received with the low base bid of \$983,597.06, being offered by General Pacific, of Fairview, Oregon. This low bid is approximately sixteen (16) percent below the Engineer's Estimate of \$1,178,548.76. The base bid included Schedules A, B, and C, to supply a combination of new meters and components necessary to retrofit most existing meters over the next three years. The bid also included alternate Schedules D, E, and F, to supply all new meters over the next three years. The low alternate bid of \$1,130,549.33, also offered by General Pacific, is approximately fifteen (15) percent below the Engineer's Estimate of \$1,330,655.03. The City's engineers have reviewed and checked the bid proposals of all bidders and recommend the City award an equipment supply contract to General Pacific for Alternate Schedules, D, E, and F, in the amount of \$1,130,549.33.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:

Action Taken:

10/26/2021

Resolution No. 2874 authorizing the Mayor to sign "Contract Number: PC22-96103-046" between the City of Selah and the Washington State Public Works Board, in order for the City to obtain financing for the City's contemplated Water Service Meter Improvements Project.

- 10/12/2021 Resolution No. 2871 authorizing the Mayor to sign Task Order 2021-10 between the City of Selah and HLA Engineering and Land Surveying, Inc., to provide Engineering Services for the Water Service Meter Improvements Project.
- 5/25/2021 Resolution No. 2849 authorizing the Public Works staff to apply to the Washington State Department of Commerce, Public Works Board for funding for replacement of Water Service Meters.

RESOLUTION NO. 2911

RESOLUTION AUTHORIZING THE MAYOR SIGN AN EQUIPMENT SUPPLY CONTRACT BETWEEN THE CITY OF SELAH AND GENERAL PACIFIC, FOR THE WATER SERVICE METER IMPROVEMENTS PROJECT

WHEREAS, the City of Selah wishes to purchase certain goods for water service meter improvements; and

WHEREAS, after seeking bids the City wishes to award the construction contract to the low bidder, General Pacific, of Fairview, Oregon;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign an Equipment Supply Contract between the City of Selah and General Pacific, in the amount of \$1,130,549.33 for the Water Service Meter Improvements Project.

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

ATTEST:

Sherry Raymond, Mayor

Dale Novobielski, Clerk Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney



April 14, 2022

City of Selah 115 West Naches Avenue Selah, WA 98942

Attn: Rocky Wallace,

Public Works Director

Re: City of Selah

Water Service Meter Improvements - Equipment Only

PWB Project No.: PC22-96103-046

HLA Project No.: 21221

Recommendation of Award and Bid Evaluation

Dear Mr. Wallace:

The bid opening for the above referenced project was held at City of Selah City Hall at 2:00 P.M. on Thursday, April 7, 2022. A total of two (2) bids were received with the low base bid of \$983,597.06, being offered by General Pacific, of Fairview, Oregon. This low bid is approximately sixteen (16) percent below the Engineer's Estimate of \$1,178,548.76. The base bid included Schedules A, B, and C, to supply a combination of new meters and components necessary to retrofit most existing meters over the next three years. The bid also included alternate Schedules D, E, and F, to supply all new meters over the next three years. The low alternate bid of \$1,130,549.33, also offered by General Pacific, is approximately fifteen (15) percent below the Engineer's Estimate of \$1,330,655.03. We have reviewed and checked the bid proposals of both bidders. Enclosed is a copy of the bid summary for your review.

In addition to the equipment costs, non-quantitative parameters such as system reliability (warranty), service and support fee costs, manufacturer experience, qualifications, equipment availability, technical support capability, and past project performance were evaluated to ensure the most qualified and cost-effective proposal is selected. Enclosed is a copy of the bid evaluation summary and associated worksheets with scores provided for each bidder. Scores for the equipment cost were granted as a ratio of the cost difference between bidders, with the most points granted to the lowest bidder and fewer points granted to the highest bidder. Points for the prorated warranty discount values (Worksheet A) and future annual service fees (Worksheet B) were granted in a similar manner, with the most points granted to the bidder with the highest prorated warranty period and lowest annual service fees. Points awarded in the experience and qualifications categories (Worksheet C) were based on a ranking of the bidders from information provided. Both bidders have strong technical support capabilities and a good record of quality service to customers, so maximum points were granted to each in these categories.

As shown in the attached bid evaluation summary, the lowest bidder also offers the best prorated warranty terms, has nearly the same annual operating cost, and has equivalent experience and qualifications to the second bidder. In addition, because the alternate bid price for all new meter system equipment is below the Engineers estimate for the base bid and within the budgeted

City of Selah April 14, 2022 Page 2

amounts for this project, we recommend the City of Selah award an equipment supply contract to General Pacific for Alternate Schedules, D, E, and F, in the amount of \$1,130,549.33.

Please review the enclosed bid summary and evaluation information. Should the City agree with this recommendation, please send us a copy of the City of Selah Council minutes authorizing award of this project. Please advise if we may answer any questions or provide additional information.

Very truly yours,

Digitally signed by Justin Bellamy Date: 2022.04.14 10:43:37 -07'00'

Justin L. Bellamy, PE

JLB/egs

Enclosures

Copy: Angela Ringer, HLA

		BID SUMMAR	Y					BIDDE	RN	0.1		BIDDE	P N	0.2	BIDDE	D N	0 3
PROJ PWB F HLA P	ECT: W PROJEC PROJEC	of Selah ATER SERVICE METER IMPROVEMENTS - EG T NO.: PC22-96103-046 T NO.: 21221 G DATE: April 7, 2022	QUIPME	NT ON	LY			Genera 22414 NE To Fairview,	I Pad	cific end Way		Consolidate PO Bo	d Su	pply Co.	BIDDE	K IV	<u>J. 3</u>
TEM	SCH.	DESCRIPTION	QTY.	UNIT	ENGINEER	R'S E	STIMATE										
NO.					UNIT PRICE	2,10,	AMOUNT	UNIT PRICE		AMOUNT		UNIT PRICE		AMOUNT	UNIT PRICE	AM	OUNT
ase	Bid Sc	hedule A - Existing Meter Retrofit/Registe	er Repla	aceme	nt - 2022 Pu	rcha	ise										
1	Α	Bond, Insurance, and Submittals	1	LS	\$ 20,000.00	\$	20,000.00	\$ -	\$	-	\$	20,048.65	\$	20,048.65		\$	-
2	A	Meter Data Collection and Programming Equipment, Hardware, and Software	1	LS	\$ 40,000.00	\$	40,000.00	\$ 6,500.00	\$	6,500.00	\$	32,886.66	\$	32,886.66		\$	-
3	Α	Onsite Installation Assistance, Software, and Hardware Setup	1	LS	\$ 2,000.00	\$	2,000.00	\$ 3,500.00	\$	3,500.00	\$	44,000.00	\$	44,000.00		\$	-
4	A	Onsite Training and Instruction to Owner, O&M Documents, and Commissioning Reports	1	LS	\$ 6,000.00	\$	6,000.00	\$	\$		\$	2,666.67	\$	2,666.67		\$	
5	Α	Three Years of Annual Software and Service Fees	1	LS	\$ 80,000.00	\$	80,000.00	\$ 81,196,20	\$	81,196.20	\$	75,038.06	\$	75,038.06		\$	
6	A	Meter Interface Unit and Thru-the-Lid Installation Accessories	947	EA	\$ 120.00	\$	113,640.00	\$ 116.00	\$	109,852.00	\$	106.67	\$	101,013.65		\$	
7	Α	Meter Interface Unit and Remote Wall Installation Accessories	5	EA	\$ 150.00	\$	750.00	\$ 116.00	\$	580.00	\$	111.17	\$	555.87		\$	-
8	Α	Meter Register for Existing 5/8 x 3/4-Inch through 1-Inch Positive Displacement Meter	814	EA	\$ 70.00	\$	56,980.00	\$ 65.00	\$	52,910.00	\$	121.33	\$	98,765.06		\$	
9	Α	5/8 x 3/4-Inch Positive Displacement Meter and Register	100	EA	\$ 120.00	\$	12,000.00	\$ 115.00	\$	11,500.00	\$	132.00	\$	13,200.00		\$	
10	Α	1-Inch Positive Displacement Meter and Register	4	EA	\$ 240.00	\$	960.00	\$ 195.00	\$	780.00	\$	252,00	\$	1,008.00		\$	
11	Α	1-1/2-Inch Ultrasonic Meter and Register	12	EA	\$ 570.00	\$	6,840.00	\$ 531.00	\$	6,372.00	\$	586,67	\$	7,040.00		\$	-
12	Α	2-Inch Ultrasonic Meter and Register	24	EA	\$ 760.00	\$	18,240.00	\$ 714.00	\$	17,136.00	\$	740.00	\$	17,760.00		\$	
13	Α	Type A Meter Box Lid	87	EA	\$ 90.00	\$	7,830.00	\$ 49.00	\$	4,263.00	\$	122.91	\$	10,693.43		\$	-
14	Α	Type C Meter Box Lid	274	EA	\$ 100.00	\$	27,400.00	\$ 51.00	\$	13,974.00	\$	65.60	\$	17,974.40		\$	
15	Α	Type E Meter Box Lid	1,336	EA	\$ 110.00	\$	146,960.00	\$ 84.00	\$	112,224.00	\$	106.80	\$	142,684.80		\$	
16	Α	Type E-XL Meter Box Lid	96	EA	\$ 180.00	\$	17,280.00	\$ 137.00	\$	13,152.00	\$	166.40	\$	15,974.40		\$	
17	Α	Meter Box and Lid for 5/8 x 3/4-Inch through 1- Inch Meter, Complete	327	EA	\$ 240.00	\$	78,480.00	\$ 127.00	\$	41,529.00	\$	150.03	\$	49,058.50		\$	
18	Α	Composite Manhole Frame and Cover Assembly	16	EA	\$ 500.00	\$	8,000.00	\$ 535.00	\$	8,560.00	\$	638.67	\$	10,218,67		\$	•
19	Α	Vault Retrofit Kit	40	EA	\$ 100.00	\$	4,000.00	\$ 137.00	\$	5,480.00	s	160,00	s	6.400.00		\$	

		BID SUMMAR	RY							BIDDE	R N	0.1		BIDDE	D N	10.2	BIDDE	D NI	0 3
PROJ PWB F HLA F	ECT: W PROJEC PROJEC	of Selah ATER SERVICE METER IMPROVEMENTS - EG IT NO.: PC22-96103-046 IT NO.: 21221 G DATE: April 7, 2022	QUIPME	NT ON	LY					Genera 22414 NE To Fairview,	I Pa	cific send Way		Consolidate PO Bo	d Su	ipply Co.	BIDDE	K IN	<u>J. 3</u>
ITEM NO.	SCH.	DESCRIPTION	QTY.	UNIT			Y'S E	STIMATE	L				L						
						T PRICE		AMOUNT		UNIT PRICE		AMOUNT		UNIT PRICE		AMOUNT	UNIT PRICE	AN	TOUNT
Base	Bid Sc	hedule B - Existing Meter Retrofit/Regist	er Repla	aceme	nt - 2	023 Pur	cha	ise											
20	В	Meter Interface Unit and Thru-the-Lid Installation Accessories	947	EA	\$	125.00	\$	118,375.00	\$	121.00	\$	114,587.00	\$	110.93	\$	105,053.55		\$	-
21	В	Meter Interface Unit and Remote Wall Installation Accessories	5	EA	\$	155.00	\$	775.00	\$	121.00	\$	605.00	\$	115.17	\$	575.87		\$	-
22	В	Meter Register for Existing 5/8 x 3/4-Inch through 1-Inch Positive Displacement Meter	813	EA	\$	72.00	\$	58,536.00	\$	66.00	\$	53,658.00	\$	161.77	\$	131,521.45		\$	-
23	В	5/8 x 3/4-Inch Positive Displacement Meter and Register	100	EA	\$	125.00	\$	12,500.00	\$	118.00	\$	11,800.00	\$	137.28	\$	13,728.00		\$	-
24	В	1-Inch Positive Displacement Meter and Register	3	EA	\$	250.00	\$	750.00	\$	200,00	\$	600.00	\$	262.08	\$	786.24		\$	-
25	В	1-1/2-Inch Ultrasonic Meter and Register	12	EA	\$	600.00	\$	7,200.00	\$	546.00	\$	6,552.00	\$	610.13	\$	7,321.60		\$	
26	В	2-Inch Ultrasonic Meter and Register	23	EA	\$	800.00	\$	18,400.00	\$	735.00	\$	16,905.00	\$	769.60	\$	17,700,80		\$	-
Base	Bid Sc	hedule C - Existing Meter Retrofit/Registe	er Repla	ceme	nt - 2	024 Pur	cha	se											
27	С	Meter Interface Unit and Thru-the-Lid Installation Accessories	946	EA	\$	130.00	\$	122,980.00	\$	127.00	\$	120,142.00	\$	115.20	\$	108,979.20		\$	-
28	С	Meter Interface Unit and Remote Wall Installation Accessories	5	EA	\$	160.00	\$	800,00	\$	127.00	\$	635.00	\$	119.17	\$	595.87		\$	
29	С	Meter Register for Existing 5/8 x 3/4-Inch through 1-Inch Positive Displacement Meter	813	EA	\$	75.00	\$	60,975.00	\$	69.00	\$	56,097.00	\$	215.69	\$	175,358.41		\$	
30	С	5/8 x 3/4-Inch Positive Displacement Meter and Register	100	EA	\$	130.00	\$	13,000,00	\$	124.00	\$	12,400.00	\$	142.56	\$	14,256.00		\$	
31	С	1-Inch Positive Displacement Meter and Register	3	EA	\$	260.00	\$	780.00	\$	211.00	\$	633.00	\$	272.16	\$	816.48		\$	-
32	С	1-1/2-Inch Ultrasonic Meter and Register	11	EA	\$	620.00	\$	6,820.00	\$	574.00	\$	6,314.00	\$	633.60	\$	6,969.60		\$	
33	С	2-Inch Ultrasonic Meter and Register	23	EA	\$	825.00	\$	18,975.00	\$	773,00	\$	17,779.00	\$	769.60	\$	17,700.80		\$	

		BID SUMMAR	Y					BIDDE	RN	0. 1		BIDDE	RN	0. 2	BIDDE	RN	0. 3
PROJ PWB F HLA F BID C	PROJEC	of Selah ATER SERVICE METER IMPROVEMENTS - EG T NO.: PC22-96103-046 T NO.: 21221 6 DATE: April 7, 2022	QUIPME	NT ON				Genera 22414 NE To Fairview,	owns	end Way		Consolidate PO Bo	ox 57	88			
NO.	всн.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	R'S I	AMOUNT	UNIT PRICE	_	AMOUNT	_	UNIT PRICE	Т	AMOUNT	UNIT PRICE	-	MOUNT
Uterr	ate Bid	Schedule D - New Meters - 2022 Purcha	se							Amount		OIAT PIGGE		AMOUNT	ONITPRICE	An	IOONI
34	D	Bond, Insurance, and Submittals	1	LS	\$ 20,000.00	\$	20,000.00	\$ -	\$	-	\$	19,330.55	\$	19,330.55		\$	-
35	D	Meter Data Collection and Programming Equipment, Hardware, and Software	1	LS	\$ 40,000.00	\$	40,000.00	\$ 6,500.00	\$	6,500.00	\$	32,886.66	\$	32,886.66		\$	•
36	D	Onsite Installation Assistance, Software, and Hardware Setup	1	LS	\$ 2,000.00	\$	2,000.00	\$ 3,500.00	\$	3,500.00	\$	44,000.00	\$	44,000.00		\$	-
37	D	Onsite Training and Instruction to Owner, O&M Documents, and Commissioning Reports	1	LS	\$ 6,000.00	\$	6,000.00	\$	\$	•	\$	2,666.67	\$	2,666.67		\$	
38	D	Three Years of Annual Software and Service Fees	1	LS	\$ 80,000.00	\$	80,000.00	\$ 81,186.20	\$	81,186.20	\$	75,038.06	\$	75,038.06		\$	-
39	D	Meter Interface Unit and Thru-the-Lid Installation Accessories	947	EA	\$ 120.00	\$	113,640.00	\$ 116.00	\$	109,852.00	\$	106.67	\$	101,013.65		\$	•
40	D	Meter Interface Unit and Remote Wall Installation Accessories	5	EA	\$ 150.00	\$	750.00	\$ 116.00	\$	580.00	\$	111.17	\$	555.87		\$	
41	D	5/8 x 3/4-Inch Positive Displacement Meter and Register	877	EA	\$ 120.00	\$	105,240.00	\$ 115.00	\$	100,855.00	\$	132.00	\$	115,764.00		\$	-
42	D	3/4-Inch (Short) Positive Displacement Meter and Register	7	EA	\$ 155.00	\$	1,085.00	\$ 141.00	\$	987.00	\$	160.00	\$	1,120.00		\$	-
43	D	1-Inch Positive Displacement Meter and Register	34	EA	\$ 240.00	\$	8,160.00	\$ 195.00	\$	6,630.00	\$	252.00	\$	8,568.00		\$	
44	D	1-1/2-Inch Ultrasonic Meter and Register	12	EA	\$ 570.00	\$	6,840.00	\$ 531.00	\$	6,372.00	\$	586,67	\$	7,040.00		\$	-
45	D	2-Inch Ultrasonic Meter and Register	24	EA	\$ 760.00	\$	18,240.00	\$ 714.00	\$	17,136.00	\$	740.00	\$	17,760.00		\$	
46	D	Type A Meter Box Lid	87	EA	\$ 90.00	\$	7,830.00	\$ 49.00	\$	4,263.00	\$	122.91	\$	10,693.43		\$	-
47	D	Type C Meter Box Lid	274	EA	\$ 100.00	\$	27,400.00	\$ 51.00	\$	13,974.00	\$	65.60	\$	17,974.40		\$	_
48	D	Type E Meter Box Lid	1,336	EA	\$ 110.00	\$	146,960.00	\$ 84.00	\$	112,224.00	\$	106.80	\$	142,684.80		\$	-
49	D	Type E-XL Meter Box Lid	96	EA	\$ 180.00	\$	17,280.00	\$ 137.00	\$	13,152.00	\$	166.40	\$	15,974.40		\$	
50	D	Meter Box and Lid for 5/8 x 3/4-Inch through 1-Inch Meter, Complete	327	EA	\$ 240.00	\$	78,480.00	\$ 127.00	\$	41,529.00	\$	150.03	\$	49,058.50		\$	
51	D	Composite Manhole Frame and Cover Assembly	16	EA	\$ 500.00	\$	8,000.00	\$ 535.00	\$	8,560.00	\$	638.67	\$	10,218.67		\$	
52	D	Vault Retrofit Kit	40	EA	\$ 100.00	\$	4,000.00	\$ 137.00	\$	5,480.00	\$	160.00	\$	6,400.00		\$	-

		BID SUMMAR	Y							BIDDE	RN	0.1	BIDDE	RN	0.2	BIDDE	р и	0 3
PROJ PWB P	ECT: W ROJEC ROJEC	of Selah ATER SERVICE METER IMPROVEMENTS - EC TNO.: PC22-96103-046 TNO.: 21221 DATE: April 7, 2022	QUIPME	NT ON	LY					Genera 22414 NE To Fairview.	I Pa	cific end Way	Consolidate PO Bo	d Su	pply Co.	BIDDE	<u> </u>	0. 3
TEM	SCH.	DESCRIPTION	QTY.	UNIT	E	NGINEE	R'S	ESTIMATE	iL	, an tioti,	Oit	07024	r ordana,	OK	31220			
NO.	0011.	DESCRIPTION	QII.	ONE	UN	IT PRICE		AMOUNT		UNIT PRICE		AMOUNT	UNIT PRICE		AMOUNT	UNIT PRICE	AN	NOUN'
ltern	ate Bio	Schedule E - New Meters - 2023 Purcha	se															
53	E	Meter Interface Unit and Thru-the-Lid Installation Accessories	947	EA	\$	125.00	\$	118,375.00	\$	121.00	\$	114,587.00	\$ 110.93	\$	105,053.55		\$	-
54	E	Meter Interface Unit and Remote Wall Installation Accessories	5	EA	\$	155.00	\$	775.00	\$	121.00	\$	605.00	\$ 115.17	\$	575.87		\$	-
55	E	5/8 x 3/4-Inch Positive Displacement Meter and Register	877	EA	\$	125.00	\$	109,625.00	\$	118.00	\$	103,486.00	\$ 137.28	\$	120,394.56		\$	-
56	Е	3/4-Inch (Short) Positive Displacement Meter and Register	7	EA	\$	160.00	\$	1,120.00	\$	145.00	\$	1,015.00	\$ 166.40	\$	1,164.80		\$	
57	Е	1-Inch Positive Displacement Meter and Register	33	EA	\$	250.00	\$	8,250.00	\$	200.00	\$	6,600.00	\$ 262.08	\$	8,648.64		\$	-
58	Ε	1-1/2-Inch Ultrasonic Meter and Register	12	EA	\$	600.00	\$	7,200.00	\$	546.00	\$	6,552.00	\$ 610.13	\$	7,321.60		\$	
59	E	2-Inch Ultrasonic Meter and Register	23	EA	\$	800.00	\$	18,400.00	\$	735.00	\$	16,905.00	\$ 769.60	\$	17,700.80		\$	-
ltern	ate Bio	Schedule F - New Meters - 2024 Purchas	se															
60	F	Meter Interface Unit and Thru-the-Lid Installation Accessories	946	EA	\$	130.00	\$	122,980.00	\$	127.00	\$	120,142.00	\$ 115.20	\$	108,979.20		\$	-
61	F	Meter Interface Unit and Remote Wall Installation Accessories	5	EA	\$	160.00	\$	800,00	\$	127.00	\$	635.00	\$ 119.17	\$	595.87		\$	
62	F	5/8 x 3/4-Inch Positive Displacement Meter and Register	876	EA	\$	130.00	\$	113,880.00	\$	124.00	\$	108,624.00	\$ 142.56	\$	124,882.56		\$	-
63	F	3/4-Inch (Short) Positive Displacement Meter and Register	6	EA	\$	165.00	\$	990.00	\$	153.00	\$	918.00	\$ 172.80	\$	1,036.80		\$	
64	F	1-Inch Positive Displacement Meter and Register	33	EA	\$	260.00	\$	8,580.00	\$	211.00	\$	6,963.00	\$ 272.16	\$	8,981.28		\$	-
65	F	1-1/2-Inch Ultrasonic Meter and Register	11	EA	\$	620.00	\$	6,820,00	\$	574.00	\$	6,314.00	\$ 633.60	\$	6,969.60		\$	
66	F	2-Inch Ultrasonic Meter and Register	23	EA	\$	825.00	\$	18,975.00	\$	773.00	\$	17,779.00	\$ 792.00	\$	18,216.00		\$	-

	BID SUMMARY				BIDDE	ER N	0.1	BIDDE	ER NO. 2	BIDDE	R NO. 3
PWB PROJECT	ATER SERVICE METER IMPROVEMENTS - EQU T NO.: PC22-96103-046	IPMENT ONL	.Y		Gener 22414 NE T Fairview,	Towns	end Way	PO B	ed Supply Co. Box 5788 OR 97228		
ITEM SCH.	DESCRIPTION		ENGINEER	R'S ESTIMATE	1			, ordano	, 011 01220		
NO. SCH.	DESCRIPTION	QTY. UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	T	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUN
	The same of the sa	Bid Subtotal		\$ 647,360.00		\$	489,508.20		\$ 666,986.83		
	8.3% Sales Tax	E A - TOTAL		\$ 53,730.88		\$	40,629.18		\$ 55,359.91		
	SCHEDUL	EA-IOIAL		\$ 701,090.88		\$	530,137.38		\$ 722,346.73		
	Schedule B	Bid Subtotal		\$ 216,536.00		\$	204,707.00		\$ 276,687.50		
	8.3% Sales Tax -			\$ 17,972.49		\$	16,990.68		\$ 22,965.06		
	SCHEDUL	EB-TOTAL		\$ 234,508.49		\$	221,697.68		\$ 299,652.56		
	Schedule C	Bid Subtotal		\$ 224,330.00		\$	214,000.00		\$ 324,676.35		
	8.3% Sales Tax -	Schedule C		\$ 18,619.39		\$	17,762.00		\$ 26,948.14		
		E C - TOTAL		\$ 242,949.39		\$	231,762.00		\$ 351,624.49		
	Schedule D			\$ 691,905.00		\$	532,780.20		\$ 678,747.66		
	8.3% Sales Tax -			\$ 57,428.12		\$	44,220.76		\$ 56,336.06		
	SCHEDUL	ED-TOTAL		\$ 749,333.12		\$	577,000.96		\$ 735,083.72		
70.	Schedule E	Bid Subtotal		\$ 263,745.00		\$	249,750.00		\$ 260,859.81		
	8.3% Sales Tax -	Schedule E		\$ 21,890,84		\$	20,729.25		\$ 21,651.36		
	SCHEDUL	E E - TOTAL		\$ 285,635.84		\$	270,479.25		\$ 282,511.18		
	Schedule F	Bid Subtotal		\$ 273,025.00		\$	261,375.00		\$ 269,661.31		
	8.3% Sales Tax -			\$ 22,661.08		\$	21,694.13		\$ 22,381.89		
	SCHEDUL	EF-TOTAL		\$ 295,686.08		\$	283,069.13		\$ 292,043.19		
	BID TOTAL - SCHEDULE	S A. B. & C:		\$ 1,178,548.76		\$	983,597.06		\$ 1,373,623.79		
	BID TOTAL - SCHEDULE			\$ 1,330,655.03		_	1,130,549.33	100	\$ 1,309,638.09		_
	ENGINEER'S REPOR	т					AD	DITIONAL BID TO			
		NAME			BIDDER					BID TOTA	L
ompetitive bi Ve recommen	ids were opened April 7, 2022. All bids have been the contract be awarded to: General Pacific.	en reviewed l	by this office.								
			April 1	4, 2022							
	Project Engineer			Date							
			& F	ILA							
Bid results can	be found at: hlacivil.com		Engineering.	and Land Surveying, Inc.			#LI:-L1:				
Todatio odil	The state of the s						"Highlighte	d amounts have b	been corrected.		

TEM NO.	ITEM DESCRIPTION	cc	ST	POI	NTS	MAX.
QUIPME	NT COSTS	General Pacific/Badger	Consolidated Supply/Mueller	General Pacific/Badger	Consolidated Supply/Mueller	POSSIBLE
1	Total Hardware, Software, and Equipment Cost (TOTAL from Unit Price Bid Proposal Base Bid Schedules A, B, and C)	\$983,597.06	\$1,373,623.79	70	42	70
NON-QUA	ANTITATIVE ITEMS					
2	System Reliability/Warranty (see Worksheet A)			9.5	8.5	10
3	Service and Support Fees/Operating Cost (see Worksheet B)			9.5	10	10
4	Experience, Qualifications, Technical Support, and Service Capabilities (see Wo	rksheet C)		7	8	10

TEM NO.	ITEM DESCRIPTION	cc	OST	PO	INTS	MAX.
EQUIPME	NT COSTS	General Pacific/Badger	Consolidated Supply/Mueller	General Pacific/Badger	Consolidated Supply/Mueller	POSSIBLE POINTS
1	Total Hardware, Software, and Equipment Cost (TOTAL from Unit Price Bid Proposal Alternate Bid Schedules D, E, and F)	\$1,130,549.33	\$1,309,638.09	70	59	70
NON-QUA	NTITATIVE ITEMS					
2	System Reliability/Warranty (see Worksheet A)			9.5	8.5	10
3	Service and Support Fees/Operating Cost (see Worksheet B)			9.5	10	10
4	Experience, Qualifications, Technical Support, and Service Capabilities (see Wo	rksheet C)		7	8	10
			TOTAL POINTS	96	85.5	100

WORKSH	EET A								-	
ITEM NO	ITEM DESCRIPTION	VALUE (Met	er/Register) X	VALUE	(MIU) Y	тот	AL X+Y	Po	ints	
replacem and comp	warranty discount for complete meter assembly ent (including meter body, register, battery, etc.) elete meter interface unit (MIU)/endpoint module ent (including battery, electronics, etc.) for the years:	General Pacific/ Badger	Consolidated Supply/ Mueller	General Pacific/ Badger	Consolidated Supply/ Mueller	General Pacific/ Badger	Consolidated Supply/ Mueller	General Pacific/ Badger	Consolidated Supply/ Mueller	MAX. POSSIBL POINTS
A1	Year 11 Discount (percentage)	75	50	70	50	145	100	1.0	0.7	1
A2	Year 12 Discount (percentage)	75	50	65	50	140	100	1.0	0.7	1
А3	Year 13 Discount (percentage)	50	50	60	50	110	100	1.0	0.9	1
A4	Year 14 Discount (percentage)	50	50	55	50	105	100	1.0	1.0	1
A5	Year 15 Discount (percentage)	50	50	50	50	100	100	1.0	1.0	1
A6	Year 16 Discount (percentage)	40	25	45	25	85	50	1.0	0.6	1
A7	Year 17 Discount (percentage)	30	25	40	25	70	50	1.0	0.7	1
A8	Year 18 Discount (percentage)	20	25	35	25	55	50	1.0	0.9	1
A9	Year 19 Discount (percentage)	10	25	30	25	40	50	0.8	1.0	1
A10	Year 20 Discount (percentage)	10	25	25	25	35	50	0.7	1.0	1
							TOTAL POINTS	9.5	8.5	10

TEM NO.	. ITEM DESCRIPTION	VA	LUE	Pe	oints	MAX.
		General	Consolidated	General	Consolidated	POSSIBLE
		Pacific/	Supply/	Pacific/	Supply/	POINTS
		Badger	Mueller	Badger	Mueller	
B1	Year 4 Service Fees	\$30,491.40	\$28,746.42			
B2	Year 5 Service Fees	\$30,834.00	\$29,177.62			
В3	Year 6 Service Fees	\$31,176.60	\$29,615.28		1	
B4	Year 7 Service Fees	\$31,519.20	\$30,059.51		1	
B5	Year 8 Service Fees	\$32,204.40	\$30,510.40			
B6	Year 9 Service Fees	\$32,547.00	\$30,968.06			
В7	Year 10 Service Fees	\$32,889.60	\$31,432.58			
B8	Year 11 Service Fees	\$33,232.20	\$31,904.07			
B9	Year 12 Service Fees	\$34,260.00	\$32,382.63			
B10	Year 13 Service Fees	\$34,602.60	\$32,868.37			
B11	Year 14 Service Fees	\$34,602.60	\$33,361.39		1 1	
B12	Year 15 Service Fees	\$34,945.20	\$33,861.81			
B13	Year 16 Service Fees	\$35,287.80	\$34,369.74			
B14	Year 17 Service Fees	\$35,973.00	\$34,885.29			
B15	Year 18 Service Fees	\$36,315.60	\$35,408.57			
B16	Year 19 Service Fees	\$36,658.20	\$35,939.70			
B17	Year 20 Service Fees	\$37,343.40	\$36,478.79			
B18	Total Year 4 through Year 20 Service Fees	\$574,882.80	\$551,970.23	9.5	10	10
		530 127	TOTAL POINTS	9.5	10	10

ITEM NO.	ITEM DESCRIPTION	VA	LUE	MAX.
		General Pacific/Badger	Consolidated Supply/ Mueller	POSSIBLE
C1	Number of Northwest (WA, OR, ID) Installations	100	70	
	B1 POINTS	2	1	2
C2	Number of US Installations with Less Than 5,000 Meters	100	750	
	B2 POINTS	0	1	1
СЗ	Number of US Installations in Operation Between 5 and 10 Years (using proposed meter and MIU models)	NA	500 Meter/ 7 MIU	
37, 10000	B3 POINTS	0	1	1
C4	Number of US Installations in Operation More Than 10 Years (using proposed meter and MIU models)	NA	0	
100	B4 POINTS	0	0	1
CS	Minimum Number of Regularly Stocked Replacement Meters and MIUs Within 200 Miles of the City of Selah (of type equivalent to proposed meter and MIU models)	200	200	
	B6 POINTS	3	3	3
C6	Technical Support Capabilities, Quality of Service, and Cost of Service			
	B7 POINTS	1	1	1
C7	Quality of Performance of Previous Contracts or Services			
	B8 POINTS	1	1	1
	TOTAL POINTS	7	8	10

SECTION 4 - CONTRACT AND RELATED MATERIALS

CONTRACT

THIS	AGREEMENT,	made	and	entered	d into	in	triplicate,	this			day	01
		,	2022,	by and	between	the	City of Se	lah, I	nereinafter	called the	OWN	IER,
and _				Genera	al Pacific	, Inc				, hereinaft	er ca	alled
the SU	JPPLIER,											

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

I. The SUPPLIER shall do all work and furnish all tools, materials, and equipment for WATER SERVICE METER IMPROVEMENTS - EQUIPMENT ONLY, PWB Project No. PC22-96103-046, HLA Project No. 21221, in accordance with and as described in the attached Plans and Specifications and the Standard Specifications for Road, Bridge, and Municipal Construction, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

Work shall start within ten (10) calendar days after Notice to Proceed and shall be completed in accordance with the SPECIAL PROVISIONS - Section 1-08.5.

If said work is not completed within the time specified, the SUPPLIER agrees to pay to the OWNER for each and every working day said work remains uncompleted after expiration of the specified time, liquidated damages as determined in Section 1-08.9.

The SUPPLIER shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract and every part thereof, except such as are mentioned in the Specifications to be furnished by the OWNER.

- II. The OWNER hereby promises and agrees with the SUPPLIER to employ, and does employ the SUPPLIER to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached Plans and Specifications and the terms and conditions herein contained; and hereby contracts to pay for the same according to the attached Specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this Contract.
- III. The SUPPLIER for himself, and for his/her heirs, executors, administrators, successors, and assigns does hereby agree to the full performance of all the covenants herein upon the part of the SUPPLIER.
- IV. It is further provided that no liability shall attach to the OWNER by reason of entering into this Contract, except as expressly provided herein.
- V. SUPPLIER is an independent corporation and not an employee of the OWNER. The OWNER has designated the Contract performance and the SUPPLIER shall be responsible for the details of that work. The parties recognize the SUPPLIER has unique skills not otherwise available to the OWNER to accomplish the purpose of the Contract. The SUPPLIER shall supply all equipment and supplies necessary to accomplish the Contract. The parties recognize that the purpose of the Contract is not within the regular course of business of the OWNER. The parties state that the right of control over the activities necessary to perform the Contract are with the SUPPLIER.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first herein above written.

City of Selah, Washington	(SEAL)	
Ву:	ATTEST:	
Name: Sherry Raymond		
Title:Mayor		
	-	
	Name:	Dale Novobielski
	Title:	City Clerk/Treasurer
SUPPLIER:		
General Pacific, Inc. (SUPPLIER NAME)		
(OOT FEET WANTE)		
By:AUTHORIZED OFFICIAL'S SIGNATURE	(SEAL)	
AUTHORIZED OFFICIAL 3 SIGNATURE		
Name:(Please Print or Type)	ATTEST:	
Address: 22414 NE Townsend Way		
Fairview, OR 97024		
Phone:(503) 915-9652		
Fax:		
	Name:	
		(Please Print or Type)

OWNER:

CONTRACT BOND

CITY OF SELAH WATER SERVICE METER IMPROVEMENTS - EQUIPMENT ONLY PWB PROJECT NO. PC22-96103-046 HLA PROJECT NO. 21221

BOND TO CITY OF SELAH

KNOW ALL PERSONS BY THESE PRESENTS: That we, the undersigned, _____ General Pacific, Inc. as principal, and _____ a corporation organized and existing under the laws of the State of corporation, and qualified under the laws of the State of Washington to become Surety upon bonds of Suppliers with municipal corporations, as Surety, are jointly and severally held and firmly bound to the City of Selah in the penal sum of \$ 1,130,549.33 _____for the payment of which sum we bind ourselves and our successors, heirs, administrators, or personal representatives, as the case may be. This obligation is entered into in pursuance of the statutes of the State of Washington and the Ordinances of the City of Selah. Dated at _____, Washington, this day of , 2022. Nevertheless, the conditions of the above obligation are such that: WHEREAS, under and pursuant to action of the City of Selah, on ___ April 26, 2022, the Mayor of said City of Selah, has let or is about to let to the said General Pacific, Inc. _____, the above bounden Principal, a certain Contract, the said Contract being numbered HLA Project No. 21221, and providing for the supply of WATER SERVICE METER IMPROVEMENTS - EQUIPMENT ONLY which Contract is referred to herein and is made a part hereof as though attached hereto, and WHEREAS, the said Principal has accepted, or is about to accept, the said Contract, and undertake to perform the work therein provided for in the manner and within the time set forth; General Pacific, Inc. NOW. THEREFORE, if the said faithfully perform all the provisions of said Contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said Contract, and shall pay all laborers, mechanics, Suppliers and material men and all industrial insurance premiums, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City of Selah harmless from any damage or expense by reason of failure of performance as specified in said Contract or from defects appearing or developing in the material or workmanship provided or performed under said Contract within a period of one year after its acceptance thereof by the City of Selah, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

CITY OF SELAH WATER SERVICE METER IMPROVEMENTS - EQUIPMENT ONLY PWB PROJECT NO. PC22-96103-046 HLA PROJECT NO. 21221

SURETY:	SUPPLIER:
By:(Attorney-in-fact)	General Pacific, Inc. SUPPLIER NAME
Name:(Please Print or Type)	By:AUTHORIZED OFFICIAL'S SIGNATURE
Agent:	Name:(Please Print or Type)
Address:	(Please Print or Type)
Surety Representative Name:	
Surety Representative Phone:	



Selah City Council

Regular Meeting AGENDA ITEM SUMMARY

Meeting Date: 4/26/2022 Agenda Number: N-5

AC	2t10	n	tem

Title: Resolution Authorizing the Mayor to sign a two-page Award Letter and Construction Contract between the City of Selah and Belsaas & Smith, Inc., of Ellensburg, WA for the Fremont Avenue Sidewalk Improvements Project.

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$260,360.00, 100% Grant

Funding Source: 111 000 094 595 30 63 43

Background/Findings/Facts: The City solicited sealed bids from interested contractors to perform the construction work on this project. The received bids were opened and comparatively evaluated at the Public Works Department at approximately 10:00 a.m., Tuesday, March 22, 2022. A total of three (3) bids were opened and compared. The lowest qualified bid was for the amount of \$260,360.00, as submitted by Belsaas & Smith, LLC, of Ellensburg, Washington. Such amount is approximately seven percent (6.89%) lower than the cost estimate the City's retained engineering firm – HLA Land Engineering & Land Surveying, Inc. – has previously provided. HLA and Public Works both recommend that the City award the project to Belsaas & Smith, LLC. A two-page award letter and written construction contract has been prepared and will be signed by the Mayor if the City Council approves the Resolution presented with this AIS.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
1/25/2022	Resolution No. 2893 authorizing the Mayor to sign WSDOT Supplement Agreement No. 1 between the City and HLA Engineering and Land Surveying, Inc., for construction engineering services on the Fremont Avenue Sidewalk Improvements
	Project
7/13/2021	Resolution No. 2856 authorizing the Mayor to sign a WSDOT Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Engineering Design services for the Fremont Avenue Sidewalk Improvements Project

RESOLUTION NO. 2912

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A TWO-PAGE AWARD LETTER AND CONSTRUCTION CONTRACT WITH BELSAAS & SMITH, LLC, FOR THE FREMONT AVENUE SIDEWALK IMPROVEMENTS PROJECT

WHEREAS, the City desires to construct certain sidewalk improvements along portions of Fremont Avenue; and

WHEREAS, the City – with assistance by the City's retained engineering firm of HLA Engineering and Land Surveying, Inc. – solicited sealed bids from interested contractors for such construction work, comparatively evaluated the received bids, and determined the lowest qualified bidder to be Belsaas & Smith, LLC, of Ellensburg, Washington; and

WHEREAS, the City desires to award the bid and enter into a written construction contract with Belsaas & Smith, LLC, for the overall cost of \$260,360.00;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign a two-page award letter and execute a construction contact with Belsaas & Smith, LLC, for an overall cost of \$260,360.00.

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

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney



March 22, 2022

City of Selah 115 W. Naches Avenue Selah, WA 98942

Attn: Mayor Sherry Raymond

Re: City of Selah

Fremont Avenue Sidewalk Improvements

HLA Project No.: 21134

Fed. Aid Project No.: TAP-4706(002)

Recommendation of Award

Dear Mayor Raymond:

The bid opening for the above referenced project was held at the Selah Public Works Shop at 10:00 a.m. on Tuesday, March 22, 2022. A total of three (3) bids were received with the low bid of \$260,360.00, being offered by Belsaas & Smith Construction, Inc., of Ellensburg, WA. This low bid is approximately 6.89 percent below the Engineer's Estimate of \$279,625.00.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Selah award a construction contract to Belsaas & Smith Construction, Inc., in the amount of \$260,360.00. Please send us a copy of the City of Selah Council minutes authorizing award of this project.

Enclosed please find the project Bid Summary for your review. Please advise if we may answer any questions or provide additional information.

Very truly yours,

Stephen S. Hazzard, PE

SSH/asr

Enclosures

Copy: Joe Henne, Rocky Wallace, City of Selah

Dennis Perala, HLA

	BID SUMMARY	MARY						Bic	Bidder #1		Bid	Bidder #2		Bidder #3	er #3
PR H B B	OWNER: City of Selah PROJECT: FREMONT AVE. SIDEWALK IMPROVEMENTS HLA PROJECT NO.: 21134 FEDERAL AID PROJECT NO.: TAP-4706(002) BID OPENING DATE: March 22, 2022	VEMEN	TS					Belsaas & Smith Construction, Inc. PO Box 926 Ellensburg, WA 98926	Belsaas & Smith Construction, Inc. PO Box 926 ensburg, WA 989	ith Inc. 98926	ESF Development, LLC: DBA: ESF Solutions PO Box 1707 Walla Walla, WA 99362	velopment, LL(ESF Solutions PO Box 1707 a Walla, WA 9:	LC: DBA:	Pro Grade Enterprises, Inc. PO Box 586 Easton, WA 98925	terprises, Inc. x 586 /A 98925
ITEM	DESCRIPTION	λ	TINI		ENGINEER'S	'S ESTIMATE	MATE								
Ñ.		;	_		Unit Price	Am	Amount	Unit Price		Amount	Unit Price	A	Amount	Unit Price	Amount
-	Minor Change	1	FA	\$	10,000.00	\$ 10,	10,000.00	\$ 10,000.00	S	10,000.00	\$ 10,000.00	8	10,000.00	\$ 10,000.00	\$ 10,000.00
2	SPCC Plan	1	rs	69	500.00	s	500.00	\$ 500.00	\vdash	500.00	\$ 1,000.00	-	1,000.00		
3	Mobilization	1	rs	\$	24,000.00		24,000.00	\$ 23,000.00	\$	23,000.00	\$ 10,505.00	49	10,505.00	\$ 58,500.00	58,
4	Project Temporary Traffic Control	-	rs		22,400.00		22,400.00		49	7,540.00	-	49	14,000.00		``
2	Clearing and Grubbing	-	S .	9	5,000.00		-		8	10,150.00			5,500.00		
2	Removal of Structures and Obstructions	1 225	S	sə 6	5,000.00		+	24,0	69 6	24,000.00	9,0	69 6	6,900.00	\$ 36,900.00	
- 00	Crushed Surfacing Top Course	285	NOT	+	50.00		14 250 00	\$ 92.00	A 64	26 220 00	\$ 90.00	A	18 525 00	\$ 120.00	\$ 40,200.00
6	HMA CI. 3/8-Inch PG 64H-28	80	TON	-	225.00		+	2	5	16,640.00	60	8	+	\$ 330,00	
10	Storm Sewer Pipe 8 In. Diam.	2	H	ક્ક	180.00		\vdash	\$ 171.00	s	855.00		69	+		
-	Storm Sewer Pipe 12 In. Diam.	10	4	4	200.00		-			1,050.00	\$ 100.00	\vdash			\$ 881.00
13	Catch Basin Type 2 48 In. Diam.	-	E E	A 4	2,500.00	e e	500.00	\$ 3,600.00	9 6	3,600.00	\$ 5,000.00	-	5,000.00	STEEL STEEL	
4		-	Z Z	9 4	800.00	7	800.00			1 375 00		-	3,000.00	3,000.00	0
15		2	E	8	750.00		+		-	1 900.00	\$ 800.00	9 69			1 300 00
16	П	2	EA	69	500.00		+		-	1,700.00		-	+	330.00	
17	ESC Lead	4	Day		100.00		400.00			480.00			400.00		2
9	Erosion/Water Pollution Control	-	FA		1,500.00	-	_	1	\vdash	1,500.00	\$ 1,500.00	Н	1,500.00	1	
10	Inlet Protection	4	A i	8	100.00		+			420.00		\$		92.00	
21	Cement Conc Traffic Curb and Gutter	- 000	Z 4	9 4	55.00	6	5,000.00	3,000.00	A 6	00.000,0	2,0	A 6	2,000.00	2,0	
22	Cement Conc. Sidewalk 6-Inch Thick	265	S	9 69	85.00	\$ 22,	-	\$ 103.00	A 4.	27 295 00	4 60.00	A	26 500 00	\$ 46.10	\$ 45,639.00
23	Cement Conc. Sidewalk 4-Inch Thick	280	SY	4	75.00		+		4	26 320 00			+	77.00	3
24	Cement Conc. Curb Ramp	3	E	69	3,000.00	8	+	3,	69	9,300.00	3,0	8	+	4.700.00	
25	Adjust Junction Box	,	EA		1,500.00			\$ 1,050.00	\$ 0	1,050.00	\$ 750.00	69		330.00	100
56	Rapid Flashing Beacon System, in Place	-	EA	8	20,000.00		20,000.00	\$ 17,000.00	69	17,000.00	\$ 15,270.00	69	15,270.00	14,600.00	\$ 14,600.00
		Bid S	Bid Subtotal			\$ 279,	279,625.00		\$ 26	260,360.00		\$ 27	277,700.00		\$ 365,003.50
		BID	BID TOTAL			\$ 279,	279,625.00		\$ 26	260,360.00		\$ 27	277.700.00		\$ 365.003.50
	ENGINEER'S REPORT	REPOR	_								ADDITIONAL	80	BID TOTALS		II .
l com	Competitive bids were opened March 22, 2022. All bids have been reviewed by the	l bids h	ave bee	n rev	iewed by th	this office.		BIDDER						BID TOTAL	
D	econing and contract be awarded to. Delis	0000		nsuo	action, inc										
	Project Engineer				Dat	ate	T								
				X	H	7									
2	the second of the bound of the second			V	Engineering and I	and Surveying	Jac.								
	DO COMPA del DO COMPA del MACANICONI									DIL.	"Highlighted amounts have been corrected	ts nave t	Seen correc	ted.	



CITY OF SELAH

Public Works Department

222 South Rushmore Road SELAH, WASHINGTON 98942 Phone 509-698-7365 Fax 509-698-7372

April 26, 2022

Bryan Nelson, Secretary Belsaas & Smith Construction, Inc. PO Box 926 Ellensburg, WA 98926

Contract Number: 21134C

Project Title: Fremont Ave Sidewalk Improvements

Federal Aid Number: TAP-4706(002)

Dear Mr. Nelson:

This letter is to advise you that the contract for the above referenced project has been awarded to your firm on April 26, 2022 at your bid price of \$260,360.00.

As a part of entering this contract, the contractor agrees to take all necessary and responsible steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises (DBE) have an opportunity to participate in the performance of this contract. The award of this contract was made with the understanding that the contractor acknowledges that the firms listed on the DBE Utilization Certification will be performing the dollar value of work as indicated on the Bid Item Breakdown form.

Prior to submitting the signed contract for execution, Belsaas and Smith Construction, Inc. will provide the following items:

- 1. Following information for all successful DBEs as shown on the DBE Utilization Certification:
 - Correct business name, federal employer identification number (if available), and mailing address.
 - List of all bid items assigned to each DBE firm indicating any anticipated sharing of resources (e.g., equipment, employees).

Note: Total amounts shown for each DBE shall not be less than the amount shown on the Utilization Certification.

- 2. A list of all firms who submitted a bid or quote in an attempt to participate in this contract whether they were successful or not. Include the following information:
 - Correct business name and mailing address.



Belsaas & Smith Construction, Inc.

April 26, 2022

Page 2

Please send contract items to HLA Engineering. Failure to provide this information prior to execution will result in forfeiture of the bidder's proposal security.

The contract will be forwarded to you under separate cover. The contract must be signed and returned in accordance with the mailing instructions furnished with the contract documents. Please return these documents within 20 calendar days after the date of award.

If you have any questions, please contact Stephen S. Hazzard, PE, HLA Engineering and Land Surveying, Inc. shazzard@hlacivil.com or (509) 966-7000.

Sincerely,

Sherry Raymond, Mayor

City of Selah

cc:

Joe Henne, Selah City Administrator Rocky Wallace, Selah Public Works Director Randy Giles, Phil Nugent, WSDOT Brett Sheffield, Yakima County (CA) Stephen S. Hazzard, PE, HLA Angie Ringer, Contract Admin Lead, HLA



SECTION 4 - CONTRACT AND RELATED MATERIALS

CONTRACT

THIS	AGREEMENT,										day	
	A10	,	2022,	by and b	etweer	the	City of Se	lah, h	ereinafter	called the O	WNE	ER,
and _		Bels	aas & :	Smith Con	struction	on, li	nc.			, hereinafter	cal	lled
the CC	NTRACTOR,					.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				,		

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

I. The CONTRACTOR shall do all work and furnish all tools, materials, and equipment for <u>FREMONT AVENUE SIDEWALK IMPROVEMENTS</u>, Fed Aid No. TAP-4706(002), HLA Project No. 21134, in accordance with and as described in the attached Plans and Specifications and the Standard Specifications for Road, Bridge, and Municipal Construction, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

Work shall start within ten (10) calendar days after Notice to Proceed and shall be completed within twenty (20) working days of the date of such Notice to Proceed (see SPECIAL PROVISIONS - Section 1-08.5).

If said work is not completed within the time specified, the CONTRACTOR agrees to pay to the OWNER for each and every working day said work remains uncompleted after expiration of the specified time, liquidated damages as determined in Section 1-08.9.

The CONTRACTOR shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract and every part thereof, except such as are mentioned in the Specifications to be furnished by the OWNER.

- II. The OWNER hereby promises and agrees with the CONTRACTOR to employ, and does employ the CONTRACTOR to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached Plans and Specifications and the terms and conditions herein contained; and hereby contracts to pay for the same according to the attached Specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this Contract.
- III. The CONTRACTOR for himself, and for his/her heirs, executors, administrators, successors, and assigns does hereby agree to the full performance of all the covenants herein upon the part of the CONTRACTOR.
- IV. It is further provided that no liability shall attach to the OWNER by reason of entering into this Contract, except as expressly provided herein.
- V. CONTRACTOR is an independent contractor and not an employee of the OWNER. The OWNER has designated the Contract performance and the CONTRACTOR shall be responsible for the details of that work. The parties recognize the CONTRACTOR has unique skills not otherwise available to the OWNER to accomplish the purpose of the Contract. The CONTRACTOR shall supply all equipment and supplies necessary to accomplish the Contract. The parties recognize that the purpose of the Contract is not within the regular course of business of the OWNER. The parties state that the right of control over the activities necessary to perform the Contract are with the CONTRACTOR.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first herein above written.

City of Selah, Washington	(SEAL)
Ву:	ATTEST:
Name: Sherry Raymond	
Title: Mayor	
	Name: Dale Novobielski
	Title: City Clerk-Treasurer
CONTRACTOR:	
Belsaas & Smith Construction, Inc.	
(CONTRACTOR NAME)	
By:AUTHORIZED OFFICIAL'S SIGNATURI	(SEAL)
Name: Bryan Nelson, Secretary (Please Print or Type)	ATTEST:
Address: PO Box 926	
Ellensburg, WA 98926	
Phone:(509) 925-9747	
Fax:(509) 962-3031	
	Name:
	(Please Print or Type)

OWNER:

CERTIFICATIONS

FREMONT AVENUE SIDEWALK IMPROVEMENTS
FED AID NO. TAP-4706(002)
HLA PROJECT NO. 21134

Provide the following:

Name of Traffic Control Manager (TCM)
(Must be an employee of the Contractor)

Name of Certified Traffic Control Supervisor (TCS)
(Provide copy of certificate)

Name of Mandatory Alternate Certified Traffic Control Supervisor (TCS)

(Provide copy of certificate)

CITY OF SELAH

CONTRACT BOND

CITY OF SELAH FREMONT AVENUE SIDEWALK IMPROVEMENTS FED AID NO. TAP-4706(002) HLA PROJECT NO. 21134

BOND TO CITY OF SELAH

KNOW ALL PERSONS BY THESE PRESENTS:
That we, the undersigned,Belsaas & Smith Construction, Inc.
as principal, and
a corporation organized and existing under the laws of the State of, as a Surety corporation, and qualified under the laws of the State of Washington to become Surety upon bonds of contractors with municipal corporations, as Surety, are jointly and severally held and firmly bound to the City of Selah in the penal sum of \$ _260,360.00 for the payment of which sum we bind ourselves and our successors, heirs, administrators, or personal representatives, as the case may be.
This obligation is entered into in pursuance of the statutes of the State of Washington and the Ordinances of the City of Selah.
Dated at, Washington, this day of, 2022.
Nevertheless, the conditions of the above obligation are such that:
WHEREAS, under and pursuant to action of the City of Selah, on April 26, 2022, the Mayor of said City of Selah, has let or is about to let to the said Belsaas & Smith Construction, Inc., the above bounden Principal, a certain Contract, the said Contract being numbered HLA Project No. 21134, and providing for the construction of FREMONT AVENUE SIDEWALK IMPROVEMENTS which Contract is referred to herein and is made a part hereof as though attached hereto, and
WHEREAS, the said Principal has accepted, or is about to accept, the said Contract, and undertake to perform the work therein provided for in the manner and within the time set forth;
NOW, THEREFORE, if the saidBelsaas & Smith Construction, Incshall faithfully perform all the provisions of said Contract in the manner and within the time therein set forth, or within such extensions of time as may be granted under said Contract, and shall pay all laborers, mechanics, subcontractors and material men and all industrial insurance premiums, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold the City of Selah harmless from any damage or expense by reason of failure of performance as specified in said Contract, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

CITY OF SELAH FREMONT AVENUE SIDEWALK IMPROVEMENTS FED AID NO. TAP-4706(002) HLA PROJECT NO. 21134

SURETY:	(SEAL)
By:(Attorney-in-fact)	ATTEST:
Name:(Please Print or Type)	-
Agent:	-
Address:	Name:(Please Print or Type)
Surety Representative Name:	
Surety Representative Phone:	
CONTRACTOR:	
Belsaas & Smith Construction, Inc. CONTRACTOR NAME	
By:AUTHORIZED OFFICIAL'S SIGNATURE	
Name:(Please Print or Type)	

SCHEDULE OF WORKING HOURS

CITY OF SELAH FREMONT AVENUE SIDEWALK IMPROVEMENTS FED AID NO. TAP-4706(002) HLA PROJECT NO. 21134

In accordance with Section 1-08.0(2) Hours of Work, the normal straight time working hours for this project will be from a.m. to p.m., days per week. It is understood that normal straight time working
hours shall not exceed 40 hours per week, regardless of the number of days worked per week. All hours worked in excess of 40 hours per week shall be considered as overtime hours subject to the Contract Provisions for Federal-Aid Construction Contracts and reimbursement provisions of Section 1-08.0(2) Hours of Work.
Overtime hours are defined as any hours in excess of or outside of the above normal straight time working hours when the Contractor and/or his subcontractors are on the project site performing work.
I hereby certify that my subcontractors have been notified of the normal straight time working hours provisions of this project and understand that Engineer/Contracting Agency costs for overtime hours will be deducted from amounts due to me for work performed on the project.
Contractor
Signature
Date



Selah City Council

Regular Meeting AGENDA ITEM SUMMARY

Meeting Date: 4/26/2022 Agenda Number: N-6

Action Item

Title: Resolution Authorizing the Mayor to 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.

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$4,560.00

Funding Source: 111 000 094 595 30 63 43

Background/Findings/Facts: This pertains to the City's ongoing Fremont Avenue Sidewalk Improvements Project. On behalf of the City, HLA Engineering and Land Surveying, Inc. ("HLA") – which entity serves as the City's contracted outside engineering firm via a prior written Task Order– solicited proposals from three (3) companies for work on the soil, concrete and asphalt components of such project. Two (2) proposals were received; the third company declined to provide a proposal. Upon comparison, the City and HLA believe that the proposal submitted by Baer Testing & Engineering, Inc. ("Baer") is the best of the three received proposals. 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. A copy of that proposal is appended to this Agenda Item Summary. The City's Public Works Department is seeking approval from the City Council for the Mayor to sign such proposal on behalf of the City, so that this work can proceed when appropriate.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:

Action Taken:

1/25/2022

Resolution No. 2893 authorizing the Mayor to sign WSDOT Supplement Agreement No. 1 between the City and HLA Engineering and Land Surveying, Inc., for construction engineering services on the Fremont Avenue Sidewalk Improvements Project 7/13/2021 Resolution No. 2856 authorizing the Mayor to sign a WSDOT Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Engineering Design services for the Fremont Avenue Sidewalk Improvements Project

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.

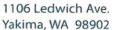
ATTEST:

Sherry Raymond, Mayor

Dale Novobielski, Clerk Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney



(*): (509) 469-3068(509) 469-3070(⊕): www.baertesting.com



Project

Name: Fremont Avenue Sidewalk Improvements

<u>Date:</u> 3/16/2022 <u>Bid Date:</u> 3/22/2022

Item:	Qty:	Un	it Rate:		Total:	Notes:
SOIL/AGGREGATE TESTING AND INSP	ECTION:					
T99-T180/D698-D1557 Moisture Density Determination (Proctor), each	2	\$	200.00	\$	400.00	
T27/C136 Sieve Analysis of Aggregates	2	\$	100.00	\$	200.00	
T176/D2419 - Sand Equivalent, each	1	\$	100.00	\$	100.00	
T335/D5821 - Fractured Face Count, each	1	\$	100.00	\$	100.00	
Technician to Perform Soil/Aggregate Density Testing, per hour	16	\$	55.00	\$	880.00	8 Trips
Technician to Sample Soil/Aggregate, per hour	2	\$	55.00	\$	110.00	1 Trip
CONCRETE TESTING AND INSPECT	ION:					
T22/C39 - Compressive Strength of Concrete Specimens (6x12" or 4x8"), each	20	\$	25.00	\$	500.00	
Technician to Perform Concrete Testing, per hour	8	\$	55.00	\$	440.00	4 Trips
Inspector to Perform Rebar Inspection, per hour		\$	65.00	\$	-	
Technician to Pickup, Process, and Transport Cylinders, per hour	8	\$	55.00	\$	440.00	4 Trips
ASPHALT TESTING AND INSPECTI	ON:					
T209/D2041 - Theoretical Maximum Specific Gravity (Rice), each	1	\$	100.00	\$	100.00	
T30-T308/D5444-D6307 - Asphalt Content and Mechanical Analysis of HMA, each	1	\$	200.00	\$	200.00	
Technician to Perform Asphalt Density Testing, per hour	4	\$	55.00	\$	220.00	1Trip
Technician to Pickup and Transport Asphalt Samples, per hour	2	\$	55.00	\$	110.00	1 Trip
MISCELLANEOUS CHARGES AND CO	OSTS:					
Equipment Charge, per trip	19	\$	40.00	\$	760.00	
Overtime Surcharge - Before 8AM or After 5PM and Excess of 8 Hours, per hour		1.5	X HOUR	LY RA	TE	
Testing Manager, per hour		\$	95.00	\$	-	
Chief Engineer (PE), per hour		\$	165.00	\$		
Administrative/Clerical, per hour		\$	50.00	\$		
Subcontractred Services, Lump Sum			Cost +1	5%		
ESTIMATED BUDGET GRAND TOTAL:				\$		4,560.00

: (509) 469-3068 **=** : (509) 469-3070 : www.baertesting.com



1106 Ledwich Ave. Yakima, WA 98902

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 tranportation 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.

P	ease	sign	and	return.	

Baer Testing and Engineering, Inc.:

3/16/2022

Client:

Steve Baer

Pg.2

General Manager, sbaer@baertesting.com

Signed by: Steve Baer

THIS INFORMATION IS PROPRIETARY AND CONFIDENTIAL, IT SHALL NOT BE DUPLICATED, REPRODUCED, OR DISTRIBUTED.

Revised 2/9/2022



From: To:

Stephen Hazzard Wallace, Rocky

Cc: Subject: Chris Cuevas

Date:

Fremont Sidewalk Material Testing Tuesday, April 19, 2022 8:20:20 AM

Attachments:

image001.jpg

Fremont Avenue Sidewalk Improvements - Baer Testing and Engineering, Inc.,pdf W22-009 West Fremont Ave Sidewalk Improvements - HLA Engineering.pdf

Rocky,

We requested proposals for material testing for the Fremont Sidewalk project from 3 firms, Baer Testing, Terra Firma, and Intermountain Testing, and received 2 proposals. The following is a cost breakdown of the received proposals in a cost per trip basis:

Baer Testing - \$326/trip

TFT -

\$366/trip

Please let me know if you have any questions.

Thanks,



Stephen S. Hazzard, PE

HLA Engineering and Land Surveying, Inc.

2803 River Road Yakima, WA 98902

Office: 509-966-7000 | Cell: 509-840-4746 shazzard@hlacivil.com | www.hlacivil.com



Selah City Council

Regular Meeting AGENDA ITEM SUMMARY

Meeting Date: 4/26/2022 Agenda Number: N-7

Action Item

Title: A Resolution Authorizing the Mayor to sign a Construction Contract between the City of Selah and Stiles Inc. DBA L&S Fencing, of Yakima, WA for the Wood Field Athletic Fence at Carlon Park Project.

From: Rocky D. Wallace, Public Works Director

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: \$107,174.26

Funding Source: ARPA and WCIA

Background/Findings/Facts: During a windstorm on or about November 15, 2021, the baseball diamond outfield fencing at the City-owned Wood Field (located at Carlon Park) sustained significant physical damage. The total loss due to such event is \$70,000.00. The City has insurance for this event via its risk insurance pool, Washington Cities Insurance Authority (WCIA). The City's monetary deductible is \$25,000.00. City staff has negotiated a settlement with WCIA for the remainder, specifically \$45,000.00.

The City solicited sealed bids from interested contractors to perform the fencing installation on this project. The received bid was opened at the Public Works Department at approximately 9:15 a.m., Tuesday, March 22, 2022. A total of one (1) bid was received with the low base bid of \$103,363.32, being offered by Stiles Inc. DBA L&S Fencing, of Yakima, Washington. This low bid is approximately forty-six (46) percent above the Engineer's Estimate of \$70,665.75. The base bid is for Schedule A, to install 510 feet of 6-foot fencing and 150 feet of 16-foot fencing. The bid also included alternate Schedule B, to install 510 feet of 8-foot fencing and 150 feet of 16-foot fencing. The low alternate bid of \$107,174.26, also is approximately twenty-five percent (25%) higher than the Engineer's Estimate of \$85,557.00.

The City received a private donation in the amount of \$1,000.00 from Mark and Wanda Longmire.

The City's remaining monetary responsibility of \$106,174.26 breaks down as follows: \$45,000 was payment from WCIA to the City for the fence loss during the windstorm, \$25,000 is the deductible for the negotiated insurance settlement, leaving \$36,174.26. The City will utilize APRA funding to fund the deductible and additional dollars needed to complete the project.

Public Works is recommending the City award a fencing contract to Stiles Inc. DBA L&S Fencing for Schedule B in the amount of \$107,174.26. A written construction contract has been prepared and will be signed by the Mayor if the City Council approves the Resolution presented with this AIS.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: Action Taken:

2/22/2022 Resolution No. 2901 Authorizing the Mayor to sign a two-page sworn

statement in proof of loss document with Washington Cities Insurane Authority

(WCIA) regarding property damage to the fence at Carlon Park

RESOLUTION NO. 2914

RESOLUTION AUTHORIZING THE MAYOR SIGN AN CONSTRUCTION CONTRACT BETWEEN THE CITY OF SELAH AND STILES INC. DBA L&S FENCING, FOR THE WOOD FIELD ATHLETIC FENCE AT CARLON PARK PROJECT

WHEREAS, the City of Selah wishes to construct an athletic field fence; and

WHEREAS, after seeking bids the City wishes to award the construction contract to the low bidder, Stiles Inc. DBA L&S fencing, of Yakima, Washington;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign a Construction Contract between the City of Selah and Stiles Inc. DBA L&S Fencing, in the amount of \$107,174.26 for the Wood Field Athletic Fence at Carlon Park Project.

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

ATTEST:

Sherry Raymond, Mayor

Dale Novobielski, Clerk Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney

BID SUMMARY		BIDDEB NO 1		
		BIDDER NO. 1	BIDDER NO. 2	BIDDER NO. 3
OWNER: City of Selah		Stiles Inc. DBA		
RID OPENING DATE: April 13 2022		L&S Fencing		
DIO OF LINING DATE, ADIE 13, 2022		1711 Swier Lane		
	Engineers Estimate			
Schedule A Bid Subtotal	\$65,250.00			
8.3% Sales Tax - Schedule A	\$5,415.75			
Schedule A - Total	\$70,665.75			
Schedule B Bid Subtotal	\$79,000.00			
8.3% Sales Tax - Schedule B	\$6,557.00			
Schedule B - Total	\$85,557.00			
BID TOTAL - SCHEDULE A	\$70,665.75	\$103.363.32		
BID TOTAL - SCHEDULE B	\$85,557.00	\$107,174.26		
		The country of the co	Additional Bid Totals	
Competitive bids were opened April 13, 2022. All bids		Bidder		Bid Total
have been reviewed by the City. We recommend the				
contract be awarded to:				
from Wellber 4-14	14-7072			
	Date			
Bid results can be found at: selahwa.gov				

CITY OF SELAH

Request for Proposals Package (RFP)

Project: Wood Field Athletic Fence at Carlon Park



April 2022

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PART 1 - INSTRUCTIONS TO BIDDERS

SOLICITATION OF SEALED BIDS

The City of Selah invites any interested contractor to submit a sealed bid for construction of project known as Wood Field Athletic Fence at Carlon Park, in accordance with this Request for Proposals package (RFP). Your response to this RFP will be evaluated to determine the qualifications of your firm. Bids must adhere to the format and content of this RFP. Bids will not be evaluated unless all parts requested are submitted in a complete submission. The information set forth is the minimum required in order to qualify for consideration. The successful bidder shall be required to enter into a construction contract based on the specifications outlined in this RFP.

THE DATE OF SOLICITATION

April 3, 2022 and April 10, 2022

THE PROJECT

Project Name:

Wood Field Athletic Fence at Carlon Park

Project Address:

Selah, WA 98942

THE OWNER

Name:

City of Selah

Address:

115 W. Naches Avenue

Selah, WA 98942

Contact:

Joe Henne, City Administrator

Contact Phone:

(509)-698-7328

Contact E-Mail

joe.henne@selahwa.gov

INSTRUCTIONS TO BIDDERS

CITY REPRESENTATIVE FOR QUESTIONS

Any questions concerning this RFP (other than those posed orally during the project site tours mentioned below at page 5) must be submitted via fax or e-mail to the following City representative:

Name: Rocky Wallace, Public Works Director

Public Works Department

Fax: (509) 698-7338

E-Mail: rocky.wallace@selahwa.gov

Questions may not be submitted by telephone or regular mail.

All questions must include: (a) the contractor's name and fax number or e-mail address; and (b) identification of the specific section of the RFP to which the question pertains.

Questions and corresponding responses will be shared with all bidders via fax and/or email. All questions shall be received at least 48 hours prior to bid submission deadline. Questions submitted after such deadline will not be addressed.

SUBMISSION OF BIDS

In order to qualify for the work on this project, bidders must submit all information requested on the Bid Forms set forth at pages 19 and 20 of this package.

The submission deadline is 9:00 a.m., Wednesday, April 13, 2022. Bids must be submitted to the Clerk/Treasurer at 115 W. Naches Avenue, Selah, WA 98942. Shortly after the deadline expires, all bids will be opened and read aloud in a single session at the Public Works Department, 222 S. Rushmore Road, Selah, WA 98942.

All bids must remain in effect for at least 30 days from submittal. The City has the sole discretion to: (a) reject any and all bids, and (b) negotiate the modification of any and all bids with any bidder in whatever manner it deems in its best interests. There is no guarantee, either expressed or implied, that award of a contract will be made to any firm.

CITY MAY REQUEST ADDITIONAL INFORMATION

The City may request additional information, samples or presentations in support of bids. Additionally, the City may perform an interview with contractors under consideration to clarify any information provided, or to gather more evidence of managerial, financial and technical abilities.

INSTRUCTIONS TO BIDDERS

PROJECT SITE TOURS

Before submitting a bid, each bidder shall have the opportunity to thoroughly examine the project and any site conditions that could in any way may affect the work proposed. Failure to examine the project or site conditions will not relieve the successful bidder from any obligation or necessity of furnishing materials or performing labor necessary to satisfactorily complete the work.

Site tours will occur at 9:00 a.m. and 1:00 p.m., April 8, 2022 at the location of Wood Field at Carlon Park, 300 E. Goodlander Road, Selah, WA 98942. All bidders are invited to tour the property at that time. Each bidder will be allowed to ask questions and will be provided with property information. Inquiries for specific information will not be entertained prior to the aforementioned tours.



PART 2 - GENERAL CONDITIONS

SCOPE OF WORK

The successful bidder must acknowledge and agree to fulfill all requirements, specifications and stipulations set forth in this RFP, including those within "Part 1: Instructions to Bidders".

Each bid must include two separate schedules: Schedule A and Schedule B. The schedules and their differences are described in "Part 3 – Technical Specifications".

Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

The successful bidder shall furnish all labor, equipment, tools, services, skills, etc., required to construct the Wood Field Athletic Fence at Carlon Park. Construction includes digging and pouring all concrete footings, construction of all chain-link fencing, construction of a chain-link swing gate, and maintaining the construction area in a safe and clean condition satisfactory to the Owner.

The intent is to construct all items to a standard deemed satisfactory to the Owner. The successful bidder shall ensure that the finished project meets the quality and standards required of the Owner. Any discrepancies in the understanding of this clause shall be resolved in a manner as determined by Owner.

DURATION OF CONTRACT

The term of the written contract to be entered into between the parties shall be fifteen (15) working days. The anticipated start date is May 9, 2022 and the anticipated end of actual work is on or before May 27, 2022.

RESTRICTIONS ON SUBCONTRACTING

All services and work shall be performed by the successful bidder. No services or work may be subcontracted unless the Owner provides written approval. Any approved subcontracting shall not relieve the successful bidder from direct and full responsibility and liability for the project.

GENERAL QUALIFICATIONS

By submitting a bid, the bidder certifies it meets the following general qualifications:

- It has constructed at least one athletic field fence within the immediately
 preceding seven years, or within the immediately preceding seven years it has
 constructed at least one chain-link fence of similar sizing and scale to this
 project.
- 2. It has access to all necessary equipment, and also has organizational capacity and technical competence necessary to do the work properly and expeditiously.
- 3. It has a documented safety program with a history of satisfactory past performance.
- 4. It has a record of satisfactorily completing past projects. Criteria which will be considered in determining satisfactory completion of past projects will include:
 - A. Completion of the work in accordance with contract documents and specifications.
 - B. Execution of the work expeditiously and according to established schedules.

INDEMNIFICATION

The successful bidder shall indemnify, hold harmless and defend (at the bidder's immediate and continuing expense, with an attorney chosen by the Owner) the Owner, its officers, officials, employees, agents, volunteers and insurers from, on and against any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this project, except for injuries and damages caused by the sole negligence of the Owner.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the successful bidder and the Owner, the successful bidder's liability hereunder shall be only to the extent of its own negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the successful bidder's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the written contract.

INSURANCE

In General

The successful bidder shall procure and maintain at its own expense all insurance policies specified in this RFP, without interruption from commencement of the work to and through a date that is thirty (30) calendar days after physical completion of the work or termination of the written contract, whichever comes later.

No Limitation

The successful bidder's scope of insurance, and the policies' conditions and limits, shall not limit the liability of the successful bidder to Owner nor limit the Owner's recourse to any remedy available at law or in equity.

Required Insurance Policies

The following insurance policies must be obtained:

- 1. Automobile Liability Insurance that covers all owned, non-owned, hired and leased vehicles, and which is at least as broad as Insurance Services Office (ISO) form CA 00 01.
- 2. Commercial General Liability Insurance that is at least as broad as ISO Occurrence Form CG 00 01, and which covers liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Owner shall be named as an additional insured on the policy with respect to the project, specifically via usage of an ISO Additional Insured Endorsement CG 20 10 10 01 and Additional Insured-Completed Operations Endorsement CG 20 37 10 01 (or substitute endorsements providing at least as broad coverage).
- 3. Excess or Umbrella Liability Insurance that is at least as broad in coverage as the other types of required insurance. The Owner shall be named as an additional insured on the policy with respect to the project. The Excess or Umbrella Insurance coverage will drop down when underlying policy aggregate limits are exhausted.
- 4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Minimum Coverage Amounts

The following coverage amounts must be obtained:

1. Automobile Liability Insurance with a minimum combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence.

- 2. Commercial General Liability Insurance with minimum limits of no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$1,000,000 products-completed operations aggregate.
- 3. Excess or Umbrella Liability Insurance with minimum limits of not less than \$1,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through the successful bidder's Commercial General Liability Insurance, Automobile Liability Insurance, or any combination thereof that achieves the overall required limits.

Owner Full Availability of Limits

If the successful bidder maintains higher insurance limits than the minimums shown above, the Owner shall be insured for the full available limits.

Primary Coverage

The successful bidder's Automobile Liability Insurance and Commercial General Liability Insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance with respect to the Owner. Any insurance, self-insurance, or self-insured pool coverage maintained by the Owner shall be excess and shall not contribute with any policies maintained by the successful bidder.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

Verification of Coverage

The successful bidder shall furnish the Owner with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the successful bidder before commencement of the work. Upon request by the Owner, the successful bidder shall furnish certified copies of all required insurance policies, including endorsements, and evidence of all subcontractors' coverage.

Subcontractor Insurance

The successful bidder shall cause each and every approved subcontractor to provide insurance equivalent to that required by and from the successful bidder as specified in this RFP, and shall ensure that the Owner is an additional insured on each and every insurance policy required by and from each approved subcontract via an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Notice of Insurance Cancelation

The successful bidder shall provide the Owner and all additional insureds with written notice of any actual or impending policy cancellation no later than two (2) business days after the successful bidder receives original notice from the insurer.

Failure to Maintain Insurance

Failure on the part of the successful bidder to maintain required insurance shall constitute a material breach of contract, upon which the Owner may, after giving five (5) business days' notice to the successful bidder to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand, or at the sole discretion of the Owner, offset against funds due the successful bidder from the Owner.

PAYMENTS

The successful bidder shall submit a completed Application Payment/Invoice form, following the Owner's acceptance of the project as complete. Additional payment terms and language may be negotiated during the contracting process.

TAXES

The successful bidder shall include in the value of its bid all sale taxes, consumer taxes, use taxes and other similar taxes that will apply to the work and project.

PROJECT CONDITIONS

In order for the successful bidder to properly perform and complete the work, the Owner must cooperate by providing access to the work areas and any staging, offloading or preparation areas that are required.

The successful bidder shall be familiar with the construction area and how the existing conditions will affect the work and schedule. The successful bidder shall visit and examine the site to become acquainted with the adjacent areas, means of approach to the site and conditions of actual job site. Failure to visit the site or failure to examine any and all contract documents will in no way relieve the successful bidder from necessity of furnishing any materials or equipment, or performing any work that may be required to complete the work in accordance with the RFP. Neglect of above requirements will not be accepted as reason for delay in the work or additional compensation.

The Owner shall provide full information regarding all requirements for the project not specifically contained herein, and shall establish and maintain an effective communications system with the successful throughout all phases of the project.

SEQUENCING AND SCHEDULING

The successful bidder shall coordinate with the Owner to arrange a schedule of services and shall continue coordination at intervals set forth by the Owner. Further, the Owner shall assure the successful bidder of the availability of off-loading and staging areas and other facilities required for the efficient performance of the work.



PART 3 – TECHNICAL SPECIFICATIONS

This section details the specifications, including the products and execution, required for the project. Attached hereto and incorporated herein are Exhibits A, B, C, D, E, F, G, H, I and J. These Exhibits include the standard details and specifications that are required to be met during construction of the project. The project consists of 2 separate Schedules. Schedule A will consist of six-foot (6') and sixteen-foot (16') fencing. Schedule B will consist of eightfoot (8') and sixteen-foot (16') fencing limits of both Schedules are identical. The only difference between the Schedules is the height of the outfield fencing, including associated footing and post sizes based on the differences.

SUBMITTALS

- 1. Submit shop drawings detailing chain-link fencing and gates. Shop drawings shall include details illustrating fence material, height, size of posts, rails, braces, footings, hardware, and accessories.
- 2. Submit manufacturer's recommended installation details of items specified by name of manufacturer.

PROTECTION

The successful bidder must provide protection for the site and all work, including all construction activities, from damage and vandalism until a Certificate of Substantial Completion (or its equivalent) is issued by the Owner. This includes all existing sports facilities, pedestrian walkways, parking areas, and paved areas located near the construction zone.

PRODUCTS

Chain-Link Fencing

A. General: All chain-link fencing, including all posts, concrete post bases (footings), fabric, and hardware shall conform to the construction details described in Exhibits A, B, C, D, E, F, G, H, I and I.

B. Schedule A

- 1. 6' High Fencing
 - a. Fabric: 9 gauge (2" mesh), KK Chain-link wire.
 - b. Top Rail: 15/8" OD Schedule 40 pipe. Top rail approximately 510' in length, joined with 15/8" pressed steel, 6" long pipe sleeve.
 - c. Line Post: 2 3/8" OD Schedule 40 pipe post. Line posts set on 10' center maximum spacing. Concrete footing 12" diameter, 36" depth.
 - d. Corner Post: 2 7/8" OD Schedule 40 pipe post. Concrete footing 12" diameter, 36" depth.
 - e. Gates: Framework of 17/8" Schedule 40 pipe. Gates braced and trussed as necessary. Same fabric as fence.
 - f: Gate Post: 4" OD Schedule 40 pipe post. Concrete footing 12" diameter, 36" depth.
 - g: Tension Wire: 9 gage, spring galvanized steel tension wire attached to bottom of fence fabric with 12 ½ gage steel hog rings spaced 24" (+/-) on center.
 - h. Fittings: Regular brace band and galvanized carriage bolt, die cast aluminum rail end, regular pressed steel eye top, die cast aluminum cap, 3/16" x 3/4" tension bar, regular tension band and galvanized carriage bolt, tension wire to run length of fence.
 - i. Tie Wire: $10 \frac{1}{2}$ ", 9 gage aluminum with hook tie wire and $6 \frac{1}{2}$ ", 9 gage aluminum with hook tie wire spaced 15" (+/-) on center for line posts and 24" (+/-) on center for rails.
 - j. Post Footing: 4-sack ready mix commercial concrete.

2. 16' High Fencing

- a. Fabric: 9 gauge (2" mesh), KK Chain-link wire.
- b. Top Rail: 15/8" OD Schedule 40 pipe. Top rail approximately 150' in length, joined with 15/8" pressed steel, 6" long pipe sleeve.
- c. Line Post: 4" OD Schedule 40 pipe post. Line posts set on 10' center maximum spacing. Concrete footing 24" diameter, 48" depth.

- d. Corner Post: 4" OD Schedule 40 pipe post. Concrete footing 24" diameter, 48" depth.
- e. Bracing: 15/8" OD Schedule 40 pipe. Bracing approximately 150' in length, used for middle rail.
- f. Gate Post: 4" OD Schedule 40 pipe post. Concrete footing 24" diameter, 48" depth.
- g. Tension Wire: 9 gage, spring galvanized steel tension wire attached to bottom of fence fabric with 12 ½ gage steel hog rings spaced 24" (+/-) on center.
- h. Fittings: Regular brace band and galvanized carriage bolt, die cast aluminum rail end, regular pressed steel eye top, die cast aluminum cap, 3/16" x 3/4" tension bar, regular tension band and galvanized carriage bolt.
- i. Tie Wire: $10 \frac{1}{2}$ ", 9 gage aluminum with hook tie wire and $6 \frac{1}{2}$ ", 9 gage aluminum with hook tie wire spaced 15" (+/-) on center for line posts and 24" (+/-) on center for rails.
- j. Post Footing: 4-sack ready mix commercial concrete.

C. Schedule B

1. 8' High Fencing

- a. Fabric: 9 gauge (2" mesh), KK Chain-link wire.
- b. Top Rail: 15/8" OD Schedule 40 pipe. Top rail approximately 510' in length, joined with 15/8" pressed steel, 6" long pipe sleeve.
- c. Line Post: 2 3/8" OD Schedule 40 pipe post. Line posts set on 10' center maximum spacing. Concrete footing 12" diameter, 36" depth.
- d. Corner Post: 2 7/8" OD Schedule 40 pipe post. Concrete footing 12" diameter, 42" depth.
- e. Gates: Framework of 1 7/8" Schedule 40 pipe. Gates braced and trussed as necessary. Same fabric as fence.
- f: Gate Post: 4" OD Schedule 40 pipe post. Concrete footing 24" diameter, 48" depth.
- g: Tension Wire: 9 gage, spring galvanized steel tension wire attached to bottom of fence fabric with 12 ½ gage steel hog rings spaced 24" (+/-) on center.

- h. Fittings: Regular brace band and galvanized carriage bolt, die cast aluminum rail end, regular pressed steel eye top, die cast aluminum cap, 3/16" x 3/4" tension bar, regular tension band and galvanized carriage bolt, tension wire to run length of fence.
- i. Tie Wire: $10 \frac{1}{2}$ ", 9 gage aluminum with hook tie wire and $6 \frac{1}{2}$ ", 9 gage aluminum with hook tie wire spaced 15" (+/-) on center for line posts and 24" (+/-) on center for rails.
- j. Post Footing: 4-sack ready mix commercial concrete.
- 2. 16' High Fencing (Schedules A & B)
 - a. Fabric: 9 gauge (2" mesh), KK Chain-link wire.
 - b. Top Rail: 15/8" OD Schedule 40 pipe. Top rail approximately 150' in length, joined with 15/8" pressed steel, 6" long pipe sleeve.
 - c. Line Post: 4" OD Schedule 40 pipe post. Line posts set on 10' center maximum spacing. Concrete footing 24" diameter, 48" depth.
 - d. Corner Post: 4" OD Schedule 40 pipe post. Concrete footing 24" diameter, 48" depth.
 - e. Bracing: 1 5/8" OD Schedule 40 pipe. Bracing approximately 150' in length, used for middle rail.
 - f. Gate Post: 4" OD Schedule 40 pipe post. Concrete footing 24" diameter, 48" depth.
 - g. Tension Wire: 9 gage, spring galvanized steel tension wire attached to bottom of fence fabric with 12 ½ gage steel hog rings spaced 24" (+/-) on center.
 - h. Fittings: Regular brace band and galvanized carriage bolt, die cast aluminum rail end, regular pressed steel eye top, die cast aluminum cap, 3/16" x 3/4" tension bar, regular tension band and galvanized carriage bolt.
 - i. Tie Wire: $10 \frac{1}{2}$ ", 9 gage aluminum with hook tie wire and $6 \frac{1}{2}$ ", 9 gage aluminum with hook tie wire spaced 15" (+/-) on center for line posts and 24" (+/-) on center for rails.
 - i. Post Footing: 4-sack ready mix commercial concrete.
- D. Any exposed steel shall be painted with "Galv-Weld" high-zinc content paint.

EXECUTION

Chain-Link Fence and Gates

- 1. Install all items with concrete footings (Chain-Link Fencing & Gate Posts) per details shown in Exhibits A, B, C, D, E, F, G, H, I and J.
- 2. Field stake layout of all fencing items for review by the Owner prior to installation. Verify minimum required clear distances between gate posts.
- 3. Excavate field surfacing materials for installation of concrete footings for fencing posts. All posts shall be plumb and tops cut off level. Backfill all excavations with field surfacing materials to match surrounding field conditions. Compact surfacing materials above all footings.



PART 4 - MANDATORY CONTRACT TERMS

WRITTEN CONTRACT

A written contract will be entered into between the successful bidder and the Owner. The terms set forth in this section are mandatory terms that must be included in the written contract.

DISPUTE RESOLUTION

In the event of a dispute between the parties or regarding any aspect of the work, the project or the contract, the parties agree that prior to filing court litigation, they will first seek to mediate the dispute in an attempt to negotiate a resolution. If mediation fails to resolve the dispute, the parties agree that, still prior to filing court litigation, they will submit the dispute to non-binding arbitration as a second effort to resolve the dispute and that such arbitration shall occur through the Judicial Arbitration and Mediation Services of Washington or another arbitration service.

COSTS AND ATTORNEY FEES

In the event of any dispute resolution process or court litigation, each party shall be solely responsible for its own costs and attorney fees.

TERMINATION OF CONTRACT

Owner is authorized to terminate the contract, effective immediately upon notice, upon the occurrence of any of the following events:

- 1. The failure of successful bidder to maintain in full force and effect all forms of insurance required.
- 2. The failure of successful bidder to maintain in full force and effect any permit or business license required.
- 3. A major breach of service or safety violation committed by the successful bidder or its personnel, after notice of continued violation.

RESTRICTION ON ASSIGNMENT

Neither the Owner nor the Contractor shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

MANDATORY CONTRACT TERMS

BINDING ON HEIRS

The parties, respectively, bind themselves, their owners, agents, partners, heirs, successors, assigns and legal representatives to all terms, provisions, conditions, obligations and covenants of the written contract.

INCORPORATION OF RFP

The entirety of the Request for Proposals package (RFP), including its Exhibits, is incorporated within and forms part of the written contract between the parties.



PART 5 – BID FORMS

Each bid must be submitted on the following Bid Forms. No bid will be evaluated unless all minimum required information is submitted in a single submission. Additional information, beyond the minimum required information, may be submitted as part of a bid.

BIDDER'S INFORMATION Contractor's Name Contractor's Physical Address Contractor's Telephone Number Contractor's E-Mail Address **Bid Submission Date** Year company founded: Years in fencing construction: Last calendar year with a project of similar scope: _____ Is your business licensed? ☐ YES ☐ NO Washington State Business License (UBI) #: _____

City of Selah Business License #:
Is your business bonded? \square YES \square NO
Have you ever operated a construction business under another name? \square YES \square NO
If YES, list previous name:
Have you ever defaulted on a project? □ YES □ NO
If YES, please explain:

PRIOR RELEVANT PROJECTS

Each bidder must identify at least two (2) prior relevant projects and must supply at least one (1) photograph that depicts each of those projects.

Customer's Name:	
Contact Name:	
Telephone Number:	
Fax Number:	
E-Mail:	
Description of Project:	
Site of Project:	
Completion Date:	
Total Value of Work:	
Customer's Name:	
Contact Name:	
Telephone Number:	
Fax Number:	
E-Mail:	
Site of Project:	
Description of Project:	
Completion Date:	
Total Value of Work:	

BID AMOUNT FOR SCHEDULE A WORK

In response to the RFP, the above-specified bidder hereby proposes to furnish all materials,
labor, equipment and services necessary to perform the work over an anticipated duration
of three (3) calendar weeks for the aggregate total cost (inclusive of all tax and subject to
prevailing wage) of:

\$	

BID AMOUNT FOR SCHEDULE B WORK

In response to the RFP, the above-specified bidder hereby proposes to furnish all materials, labor, equipment and services necessary to perform the work over an anticipated duration of three (3) calendar weeks for the aggregate total cost (inclusive of all tax and subject to prevailing wage) of:

± .	
D	

That hidder

CERTIFICATION BY BIDDER'S AGENT

By signing below, I certify that I am a duly-authorized representative of the bidder and that I have personal knowledge of the following:

That the bidder has examined the RFP and specifications, carefully prepared the Bid Forms, and has checked the same in detail before submitting them; and that the bidder and its agents, officers and employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

That all of said work will be performed at the bidder's own proper cost and expense; and that the bidder will furnish all necessary materials, labor, tools, machinery, apparatus and other means of construction in the manner provided in the applicable specifications, and at the time that will be stated in the written contract.

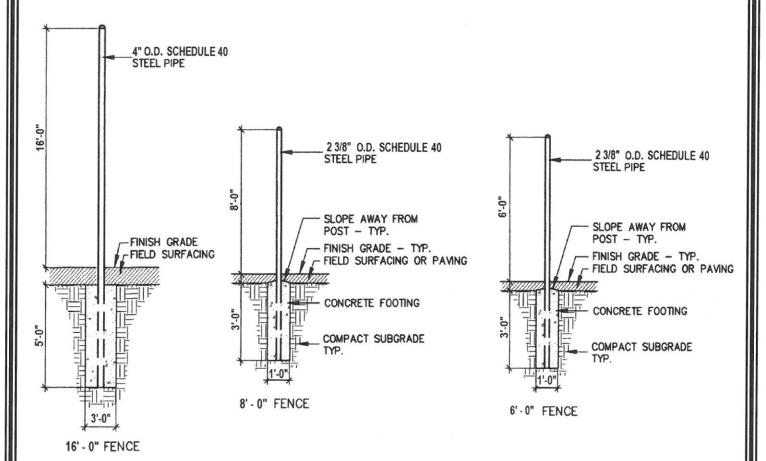
That blader	
That this bid is submitted in good faith and that any degree.	no information has been misrepresented in
Contractor's Name	•
My Printed Name	-
My Signature	-
My Title/Position	-

PROOF OF INSURANCE

Together with your bid, submit proof of all required insurance specified on pages 8 through 10 of this RFP package.

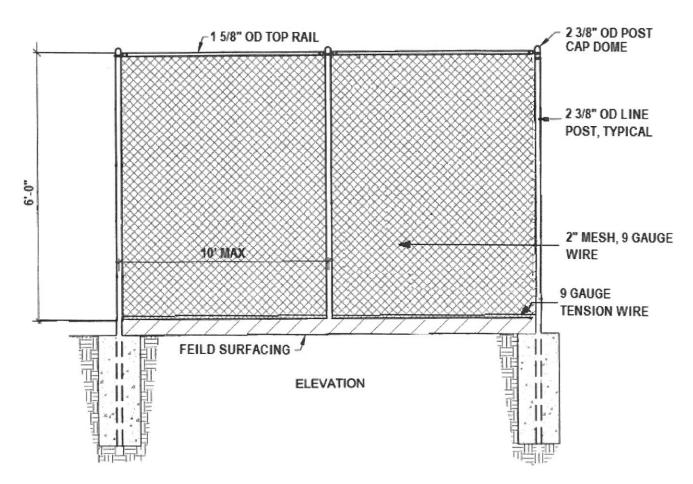
EXHIBITS

EXHIBIT A: TYPICAL LINE POST SETTING



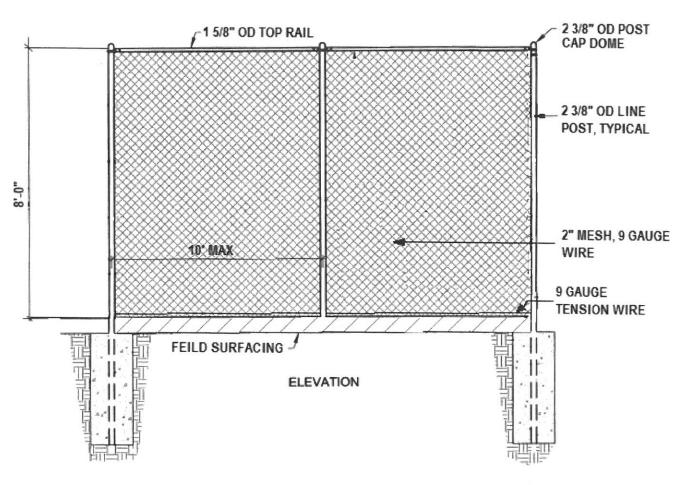
TYPICAL LINE POST SETTING

EXHIBIT B: 6 FT. CHAIN-LINK FENCE



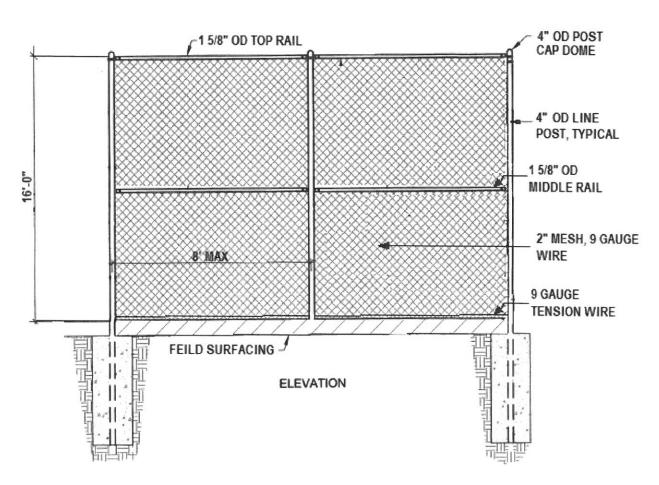
6 FT. CHAIN LINK FENCE NOT TO SCALE

EXHIBIT C: 8 FT. CHAIN-LINK FENCE



8 FT. CHAIN LINK FENCE

EXHIBIT D: 16 FT. CHAIN-LINK FENCE



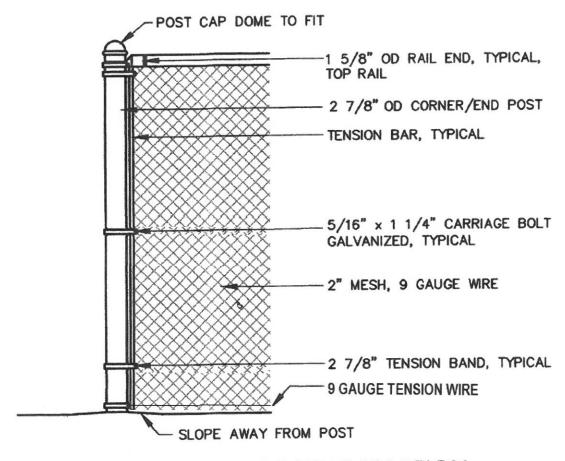
16 FT. CHAIN LINK FENCE NOT TO SCALE

EXHIBIT E:

6 FT. CORNER/GATE POST ELEVATION

TYPICAL NOTES:

 CONCRETE FOOTINGS FOR THE 6' CORNER/GATE POSTS SHALL BE 12" ROUND x 36" DEEP.



6' CORNER/GATE POST ELEVATION

EXHIBIT F:

8 FT. CORNER POST ELEVATION

TYPICAL NOTES:

- 1. THE 8' GATE POST SHALL CONFORM TO THE 16' CORNER/GATE POSTS ELEVATION DETAIL
 2. CONCRETE FOOTINGS FOR THE 8' CORNER POSTS SHALL BE 12" ROUND x 42" DEEP.
- POST CAP DOME TO FIT

 1 5/8" OD RAIL END, TYPICAL,
 TOP RAIL

 2 7/8" OD CORNER/END POST
 TENSION BAR, TYPICAL

 5/16" x 1 1/4" CARRIAGE BOLT GALVANIZED, TYPICAL

 2" MESH, 9 GAUGE WIRE

 2 7/8" TENSION BAND, TYPICAL

 9 GAUGE TENSION WIRE

 SLOPE AWAY FROM POST

8' CORNER POST ELEVATION

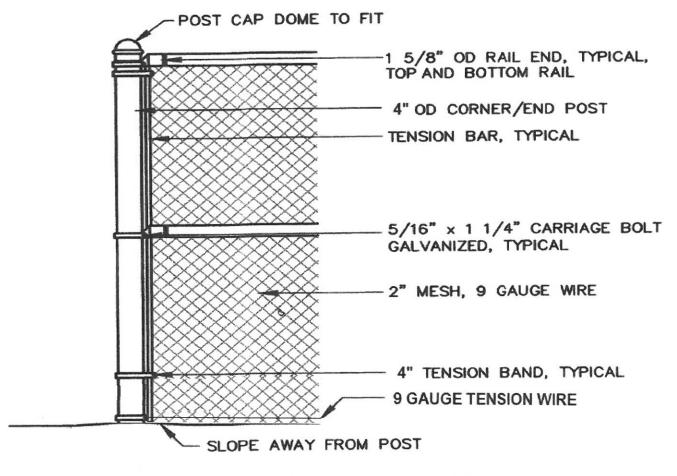
EXHIBIT G:

16 FT. CORNER/GATE POST ELEVATION

TYPICAL NOTES:

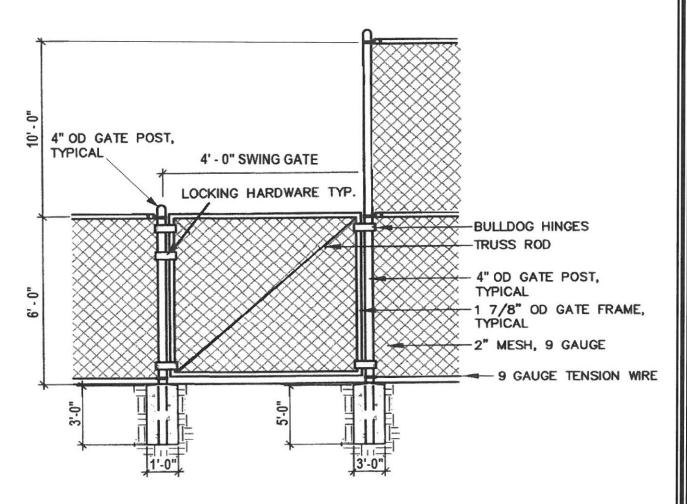
- 1. THE 8' GATE POST SHALL ALSO CONFORM TO THIS DETAIL.
- 2. THE CONCRETE FOOTINGS FOR THE 8' GATE POST SHALL BE 24" ROUND x 48" DEEP.
- 3. THE CONCRETE FOOTINGS FOR THE 16'

CORNER/GATE POST SHALL BE 36" ROUND x 60" DEEP.



16'CORNER/GATE POST ELEVATION

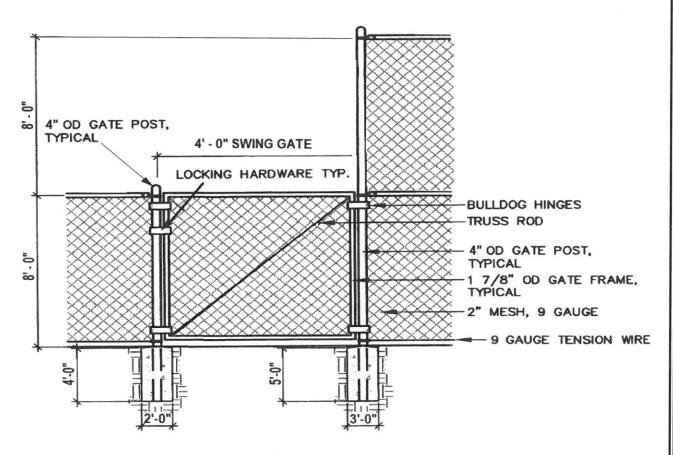
EXHIBIT H: SCHEDULE A MAINTENANCE GATE ELEVATION



MAINTENANCE GATE AT 6' HT.

MAINTENANCE GATE ELEVATION

EXHIBIT I: SCHEDULE B MAINTENANCE GATE ELEVATION



MAINTENANCE GATE AT 8' HT.

MAINTENANCE GATE ELEVATION

EXHIBIT J: TENSION BAND DETAIL

NOTE: FENCE FABRIC SHALL BE IN A STRAIGHT PLANE ON THE FIELD SIDE OF THE FENCE.

FIELD SIDE



TENSION BAND DETAIL

NOT TO SCALE

COUNCIL ROLL CALL LIST

Meeting Date: April 26, 2022

YES	ATTENDANCE	NO
6	Kevin Wickenhagen	
	Jared Iverson	
	Elizabeth Marquis	
V	Clifford Peterson	
V	Roger Bell	
V	Michael Costello	
V	Russell Carlson	

YES	AIS: CONSENT	NO
1	Kevin Wickenhagen	
	Jared Iverson	
	Elizabeth Marquis	
	Clifford Peterson 2	
	Roger Bell	
	Michael Costello	
	Russell Carlson	

YES	AIS: N-1	NO
V	Kevin Wickenhagen /	
	Jared Iverson	
V	Elizabeth Marquis	
V	Clifford Peterson	
	Roger Bell	
V	Michael Costello 2	
	Russell Carlson	

YES	AIS: N-2	NO
	Kevin Wickenhagen	
	Jared Iverson	>
	Elizabeth Marquis	
	Chifford Reterson	
	Røger Bell	
	Michael Costello	
	Russell Carlson	

YES	AIS: N-3	NO
i	Kevin Wickenhagen	
V,	Jared Iverson	
1	Elizabeth Marquis	
V	Clifford Peterson	
/	Roger Bell	
	Michael Costello	
	Russell Carlson	

YES	AIS: 1/-4	NO
	Kevin Wickenhagen 2	
1	Jared Iverson	
V	Elizabeth Marquis	
	Clifford Peterson	
	Roger Bell	
	Michael Costello	
V	Russell Carlson	

UNAn.

YES	AIS: N-5	NO	
	Kevin Wickenhagen		
V	Jared Iverson		
1	Elizabeth Marquis		unan
	Clifford Peterson		- UNIO
~	Roger Bell		
V	Michael Costello 2		
V	Russell Carlson (

YES	AIS: N-6	NO	独 [
	Kevin Wickenhagen	/	
1.4291	Jared Iverson		
	Elizabeth Marquis		
	Clifford Peterson		Constant
10	Roger Bell		001.
	Michael Costello		
	Russell Carlson		

YES	AIS: 1/-7	NO
	Kevin Wickenhagen	
	Jared Iverson	
	Elizabeth Marquis	
	Clifford Peterson 2	
	Roger Bell /	V
V	Michael Costello	
V	Russell Carlson	

YES	AIS:	NO
	Kevin Wickenhagen	
	Jared Iverson	
	Elizabeth Marquis	
	Clifford Peterson	
	Roger Bell	
	Michael Costello	
	Russell Carlson	

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