

RESOLUTION NO. 3287

RESOLUTION AUTHORIZING THE MAYOR SIGN A SIX-PAGE CONTRACT
WITH CURRENT ELECTRICAL NW, LLC, FOR THE CITY'S VOLUNTEER
PARK SHADE STRUCTURES PROJECT

WHEREAS, the City desires to install two shade structures at Volunteer Park (a/k/a Delores Huerta Park); and

WHEREAS, the City – with assistance by the City's retained engineering firm of HLA Engineering and Land Surveying, Inc. (HLA) – has elected to utilize a Minimal Competition Public Works Contract to allow the City to contract labor without going through the competitive bidding process; and

WHEREAS, the City desires to award this project to Current Electrical NW, LLC, and to enter into a construction contract for the overall total cost of \$44,138.75; and

WHEREAS, a proposed written "Contract" measuring six total pages (which pages are numbered 5 through 10 because the Contract will be part of a larger total package of contract documents, which package will include the specifications, bid material, and other items) has been prepared, and the terms of the proposed Contract are acceptable to City staff; and

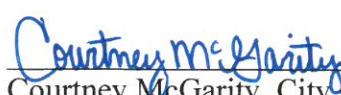
WHEREAS, the City Council finds that good cause exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, as follows: (1) that the Mayor be and is authorized to sign six-page Contract with Current Electrical in the form appended hereto; (2) if an award letter and/or any other documentation proves necessary to effectuate awarding and/or receiving this scope of work, the Mayor be and is likewise authorized to sign and/or prepare such; and (3) if it becomes possible for the City to obtain this scope of work for a lesser amount than currently contemplated, the Mayor be and is authorized to enter into and/or sign any necessary agreements or documents without further approval by the City Council.

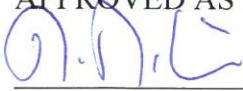
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13th day of January, 2026.

ATTEST:


Roger Bell, Mayor


Courtney McGarity, City Clerk

APPROVED AS TO FORM:


Rob Case, City Attorney

MINIMAL COMPETITION PUBLIC WORKS CONTRACT
(Less than \$75,000) RCW 35.23.352

This Minimal Competition Public Works Contract ("Agreement") is made by and between the City of Selah, a Washington municipal corporation ("City" or "Owner") and Current Electric NWa ELECTRICAL ("Contractor") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

In consideration of the terms and conditions contained herein and attached and made a part of this Agreement, including the insurance specifications and hold harmless and indemnification agreement attached hereto, the Parties agree as follows:

- I. Project. The Contractor shall do all work and furnish all tools, materials and equipment for the City public works project known as the Volunteer Park Shade Structures ("Project") in accordance with and as described in the attached bid, scope of work description, and specifications, including addenda N/A, which are by this reference incorporated herein and made a part thereof, and shall perform any alterations in or additions to the Project provided under this Agreement and every part thereof.
- II. City Agreement. The City 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 Project work described above and to complete and finish same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for such work according to the attached specifications and the schedule of prices bid and hereto attached, at the time and in the manner and upon the conditions provided for in this Agreement.
- III. Contractor Agreement. The Contractor hereby agrees to fully perform the work and all terms and upon all conditions as contained in this Agreement.
- IV. Liability. It is further provided that no liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
- V. Completion Deadline/Liquidated Damages. The Project must be commenced no later than ten (10) working days from the date of Notice to Proceed to the Contractor and must be finished within twenty (20) working days of the date of Notice to Proceed. If the Project is not completed within such time period, because of difficulty in computing the actual damages to the City arising from any delay in completing this Agreement, it is determined in advance and agreed by the Parties that the Contractor shall pay the City the amount of \$500.00 per working day that the work remains uncompleted after expiration of the specified time for completion; the Parties agree that such amount represents a reasonable forecast of the actual damages which the City will suffer by failure of the Contractor to complete the work within the agreed time. The execution of this Agreement shall constitute acknowledgment by the Contractor that the Contractor has ascertained and agrees that the City will actually suffer damages in the amount herein fixed for each day during which the completion of the work is avoidably delayed beyond the stipulated completion date.

VI. Contractor Responsibilities. 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 Agreement and every part thereof, except such as are mentioned in the specifications to be furnished by the City, and shall warranty said materials and work for a period of one (1) year after completion of this Agreement. During this one-year warranty period, Contractor agrees to return to the Project and correct any failure of Contractor's work to perform as intended and upon reasonable notice. This warranty is in addition to any other rights and remedies the City may have for defective work or materials, or any other failure by the Contractor to comply with the Project documents, and in no way limits such rights and remedies.

VII. Project Cost/Payment.

The total amount of the contract is \$ 40,756.00
plus State sales tax of \$ 3,382.75
for a total Project cost of \$ 44,138.75

The total Project cost includes all costs associated with the Project work, including, but not limited to, labor, materials, overhead, administrative and permit and regulatory costs, unless otherwise agreed in writing. The payment for the work completed under this Agreement shall be a lump sum and made in a single payment in accordance with this Agreement.

VIII. Standard Specifications. All work, materials and testing shall conform to the "2025 Standard Specifications for Road, Bridge and Municipal Construction," prepared by the Washington State Department of Transportation/American Public Works Association, which are expressly incorporated herein by this reference except as herein supplemented or modified. A copy of the Standard Specifications is available for the Contractor's review at the following website: <https://wsdot.wa.gov/engineering-standards/all-manuals-and-standards/manuals/standard-specifications-road-bridge-and-municipal-construction>. The Contractor is encouraged to review the Standard Specifications to ensure the knowledge and understanding of their terms and conditions incorporated herein and/or to obtain copies of such Standard Specifications from the WSDOT/APWA. The Standard Specifications are hereby modified by the special provisions and supplemental specifications as follows: See Appendix B. The specific terms of this Agreement shall control any conflicting terms in the Standard Specifications.

IX. Prevailing Wages. The Contractor shall pay prevailing wages as required and shall comply with Chapters 39.12 and 49.28 RCW. A schedule of prevailing wages is provided in Appendix C.

The Department of Labor and Industries ("L&I") publishes new rates on the first business day of February and the first business day of August of each year. These rates become effective thirty days after the date of publication. The applicable prevailing wage rate for this Agreement shall be the rate in effect on:

- I. The date the written quote for the work is received by the City; or
- II. Where no bid date has been established, on the date the signed bid is submitted to the City.

Notice of intent to pay prevailing wages and prevailing wage rates for the Project shall be posted for the benefit of the workers. Final payment shall be made in accordance with the requirements of Chapter 39.12 RCW. The City shall not release final payment until the Contractor has submitted an Affidavit of Wages Paid that has been certified by L&I.

Pursuant to RCW 39.12.120, a contractor, subcontractor, or employer shall file a copy of its certified payroll records using the L&I online system at least once per month. If the L&I online system is not used, a contractor, subcontractor, or employer shall file a copy of its certified payroll records directly with L&I in a format approved by L&I at least once per month. A contractor, subcontractor, or employer's noncompliance with this reporting constitutes a violation of RCW 39.12.050.

- X. Bonding and Retainage. Bonding and retainage shall be required (or waived) in accordance with RCW 39.04.155. For public works contracts of \$150,000 or less, at the request of the contractor, in lieu of bonding and retainage as required by RCW 39.08.010 and RCW 60.28.011, the City will retain ten percent (10%) of the contract amount for a period of forty-five (45) days after the date of completion and acceptance of the work, receipt of the approved Notice to Pay Prevailing Wage and Affidavit of Wages Paid, and the settlement of any liens filed under Chapter 60.28 RCW, whichever is later.
- XI. Changes. The City may issue a written change order for any change in the work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City within five (5) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. If the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving the written change order. If the Contractor fails to require a change order within the time frame allowed the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below.
 - I. Procedure and Protest by Contractor. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor shall, within five (5) calendar days, provide a signed written notice of protest to the City that states the date of the notice of protest, the nature and circumstances that caused the protest, the provisions in the agreement that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor's records needed to evaluate the protest. If the City determines that a protest is valid, the City will adjust the payment for work or time by an equitable adjustment.
 - II. Contractor's Duty to Complete Protested Work. In spite of any protest, the Contractor shall proceed to promptly complete work that the City has ordered.
 - III. Contractor's Acceptance of Changes. The Contractor accepts all requirements of a change order by: (1) endorsing the change order; (2) writing a separate acceptance; or (3) not protesting in the manner this section provides. A change order that is accepted by the Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.
 - IV. Failure to Protest or Follow Procedures Constitutes Waiver. By not protesting or following procedures as this section provides, the Contractor waives any additional entitlement or claims for protested work and accepts from the City any written or oral order (including

directions, instructions, interpretations, and determinations).

XII. **Claims.** The Contractor shall give written notice to the City of all claims other than change orders within five (5) calendar days of the occurrence of events giving rise to the claim. Any claim for damages, additional payment for any reason, or extension of time, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement. At a minimum, a Contractor's written claim must include the information required in Paragraph XI.I. regarding protests.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

The Contractor must, in any event, file any claim or bring any suit arising from or connected with this Agreement within one hundred twenty (120) calendar days from the date the work is completed and accepted by the City.

XIII. **Termination.**

- I. This City may terminate this Agreement for good cause. "Good cause" shall include, without limitation, any one or more of the following events:
 - i. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the work.
 - ii. The Contractor's failure to complete the work within the time specified in this Agreement.
 - iii. The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.
 - iv. The Contractor's failure to comply with any federal, state, or local laws, regulations, rules, or ordinances.
 - v. The Contractor's filing for bankruptcy or being adjudged bankrupt.
 - vi. Any other material breach of this Agreement.

If the City terminates this Agreement for good cause, the Contractor shall not receive any further monies due under this Agreement until the Contract work is completed.

- II. The City may terminate this Agreement at any time for convenience and without cause. In the event of a termination for convenience, payment will be made to the Contractor for work performed through the date of termination in accordance with this Agreement. Contractor shall also be entitled to receive any equitable amount for partially completed items of work (in the event of unit price work) and for the return or disposal of materials. Regardless of whether this Agreement is terminated for cause or for convenience, the Contractor shall have no claim against the City for loss of anticipated profits on work not performed by the Contractor. In the event of a termination for cause is found to be improper, it shall be deemed to be a termination for convenience.

XIV. **Defective or Unauthorized Work.** The City reserves the right to withhold payment from the Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement, and extra work and materials furnished without the City's written approval. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" means all reasonable costs incurred by the City, including legal costs and attorneys' fees, beyond the maximum contract price under this Agreement. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.

- XV. Final Payment; Waiver of Claim. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.
- XVI. Environmental Regulations. The Contractor shall comply with all applicable federal, state and local environmental statutes, regulations, ordinances and rules, including but not limited to 42 USC 4321 et seq.; 33 USC 1111 et seq.; and Chapters 43.21; 70.74; 70.94; 90.48; 90.58 RCW; and Chapter 197.11 WAC.
- XVII. Safety. The Contractor shall be responsible to comply with all requirements of Chapters 296-24 and 296-155 WAC and other applicable safety regulations for the protection of laborers and facilities during the course of the Project work. Violations of safety regulations and related safety standards shall be considered a material breach of this Agreement and a basis for termination of the Agreement for cause.
- XVIII. Washington Law/Venue. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Washington. Venue and jurisdiction of any lawsuit relating to this Agreement shall exist exclusively in Yakima County Superior Court.
- XIX. Effective Date. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

OWNER:

City of Selah, Washington

By: Roger Bell

Name: Roger Bell

Title: Mayor

Date: 11/14/2026

CONTRACTOR:

Current Electric NW, Inc
(CONTRACTOR NAME)

By: S. Soderstrom
AUTHORIZED OFFICIAL'S SIGNATURE

Name: STEVE SODERSTROM

Address: 2003 ATTANUM Rd

YAKIMA, WA 98903

Phone: 509 225-9192

Email: CURRENT ELECTRIC NW@gmail.com

Date: _____