



To: Mayor and City Council
From: John Walsh City Administrator
RE: Approval of Contract or Invoice Greater than \$50K

STATEMENT OF ISSUE

The City's adopted financial policies require City Council authorization for expenditures exceeding \$50K. Staff is requesting payment to repair electricals service to the River Pumps at the Industrial Business necessary to restore water service to the Mill.

DISCUSSION

This damage was caused by vandalism at the Mill. The repair necessary to restore service and operations to the Mill site. Water service is essential to the restart of the Mill for fire safety and operational needs. Arcadia Paper Mills will assume responsibility for the electric service once the power is restored. The City solicited quotes from area electricians and this was the lowest price received.

FISCAL IMPACT

The payment will be made from the Community Development Fund, Dept 722 Industrial Business Park, 202-722-52019 Professional Services.

RECOMMENDATION

Staff recommends the City Council approve the St. Helens water pump refeed project to **Hamer Electric**, in the amount of **\$67,850.00**

Proposal 24-0513

Date: 12/9/24

Re: City of St. Helens @ Cascade Tissue River Pumps
Refeed



We propose to furnish labor, supervision, materials, and equipment for the electrical work at the above referenced project per a job walk on 8/6/24 and additional conversations with Rory Moore on 12/5/24. River Pump #2 has a VFD that should be the first one to be wired back up. This proposal is based off of doing all 3 at the same time.

Pump #1 Refeed	\$ 19,950.00
Pump #2 Refeed (recommended)	\$ 21,950.00
Pump #3 Refeed	\$ 19,950.00

Our proposal is based on the following:

Scope:

- Purchase and Install junction boxes on tray for pumps 1, 2 and 3.
- Install 540' of 3c/500MCM to splice wire and pull into cabinet in the river pump house.
- Forklift rental for 2 days to offload cable
- Demo

Clarifications:

1. Due to current market conditions, lead times for electrical distribution equipment are quoted up to XXXX days from date of order. This is subject to change at any time per the manufacturer.
2. Where not specified otherwise, code minimum standards have been used as the basis of design.
3. We assume that materials provided by others and installed by HEI arrive at scheduled time and ready for immediate installation without any modifications.
4. Sufficient staging area for material and equipment storage to be provided at no cost to HEI, Inc.
5. Base bid includes GRC (EMT for non-industrial) conduit for feeders and branch circuit homeruns, per drawings and Specs.
6. Use MC Cable in concealed locations.
7. All conduits are ¾" minimum.
8. HEI retains Salvage Rights for all demolished and/or removed electrical equipment, wire, cable and similar items.
9. Pricing is good for ten (10) days.
10. Pricing is based on one-year warranty on all items provided by HEI, Inc.
11. No warranty provided for materials that HEI did not purchase. We will warranty our workmanship for items that we purchase and install.
12. HEI, Inc. debris will be placed in dumpsters furnished and paid for by the General Contractor.
13. This proposal is based on information provided by Rory Moore
14. No drawings have been provided at time of Bid, so all items in scope are per information obtained during site walk.
15. On new and/or existing systems in which electrical engineering is not provided by owner or third parties, general assumptions are made based on the NEC, not all costs may be added, and HEI makes no allowance for existing system deficiencies.

Contract Considerations:

1. Terms on all quotes NET 10 with progress billing every 2 weeks unless otherwise stated. Late payments will be subject to a state max fee plus processing fee.
2. This proposal/scope letter shall be made a part of any subcontract agreement entered into for this project and assumes execution of a mutually acceptable subcontract agreement.
3. Changes to scope will be calculated using the NECA MLU 2023-2024 level difficult and the NECA equipment list plus 12% OH and 10% Profit.
4. Disputes between HEI and customer not resolved by discussions between the parties, shall be submitted to mediation. The parties shall select the mediator within fifteen days of the request for mediation. Engaging in the mediation is a condition precedent to any form of binding dispute

resolution. In the case of disputes not resolved by mediation, both parties shall submit the matter to litigation in Cowlitz Co. WA.

5. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.
6. The contractor shall not be held liable for errors or omissions in design by others, nor inadequacies of materials and equipment specified or supplied by others.
7. Be advised contractor retains the right to lien per state law.
8. Equipment and material supplied by the contractor are warranted only to the extent that the same are warranted by the manufacturer.
9. Any and all warranty work shall be subject to HEI's warranty program found at <https://www.hamerelectric.com/warranty.html>. HEI must be informed formally of any and all warranty issues within 10 days of discovery in order for warranty to be valid.
10. Anything (verbal or written) expressed or implied elsewhere, which is contrary to these conditions shall be null and void.
11. A single point of contact shall be established between HEI and the customer for all directives, contract concerns, and changes.
12. Any alterations or deviations from the items stated explicitly in this proposal involving extra cost will be executed on written orders and will become an extra charge above and beyond the price of the original proposal.
13. Escalation Clause. In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of the contract through no fault of HEI (some examples being Tariffs, Global Shortages, supply chain interruptions), the Contract Sum, time of completion or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents. A change in price of an item of material, equipment, or energy will be considered significant when the price of an item increases for 3% on wiring/conductors and 5% on all other materials/equipment between the date of contract and the date of installation.
14. All cancellations subject to the following:
 - o Cost of completion up to date of cancelation, end of business day based on SOV.
 - o Committed costs up to date of cancelation end of business. All PO's where subcontractor has committed to costs shall be compensated plus profit and overhead.
 - o Costs of making project safe for owner or public plus overhead and profit. This cost is subject to completion.
 - o Cost to close out any and all permitting to Authority of Having Jurisdiction satisfaction plus profit and overhead.
 - o Cost of demobilization plus any and all restocking fees.

Exclusions:

1. All work associated with thermostats, speed controllers, and other controls in its entirety.
2. All interlock wiring regardless of voltage and any/all control wiring or conduits in its entirety. Unless explicitly stated above.
3. Builder's Risk Insurance.
4. Special Insurance requirements.
5. Performance & Payment Bonds.
6. Cutting, core hole drilling, patching, and painting in its entirety.
7. Unless included in the above proposal explicitly all trenching, earthwork, asphalt cutting & repaving, and site restoration to be provided at additional cost.
8. Concrete work in its entirety. Including housekeeping pads, pole bases, etc.
9. Motor starters, VFD's in its entirety. (Provided by others)
10. All work associated with correcting any existing code violations.
11. Utility costs unless explicitly stated above.
12. Access panels in its entirety.
13. Door Hardware, electrical strikes etc.
14. BIM in its entirety.
15. Roof penetrations, roof flashing, witch's hats etc.
16. Any Millwork in its entirety.
17. Working with hazardous conditions.
18. Lightning Protection in its entirety.
19. All clean up, except for HEI, Inc. debris.
20. Dust control.
21. The repair of electrical equipment (extension cords, light stands...) furnished by others.
22. Fire Alarm, Security, and all other Low Voltage systems, except what is stated above.
23. Sales tax
24. Temporary power (unless requested and added as an alternate to proposal)

Schedule:

- a. HEI will not begin execution without formal Notice to Proceed or PO has been provided. Scheduling may be impacted based on receipt of Notice to Proceed or PO.
- b. Our price is based on a 1 week schedule
- c. Based on scope of work and tentative project duration, we have assumed labor costs and escalations for this project through 12/31/2024. Labor required after this date will incur an additional cost.

- d. This proposal is based on working ten (10) hours per day Monday through Thursday. (Holidays, Fridays, Saturdays, Sundays and afterhours are excluded.)
- e. We shall be allowed input in regard to the construction schedule, more specifically, durations for electrical activities. The schedule shall allow HEI sufficient time to perform our work in an orderly and efficient manner.
- f. THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, Hamer Electric will use its best efforts to staff and supply this project to be able to hit the scheduled completion date but reserves its right to seek an excusable extension of time if Owner/General contractor or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed Contract/Subcontract, we intend to seek additional costs associated with the suspension.

THIS PROPOSAL IS GOOD FOR TEN DAYS FROM THE DATE OF THIS CORRESPONDENCE.

Thank you for your consideration. Please call should you have any questions or concerns regarding this project.

Respectfully,

Kyle Cole

President

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