



**WENATCHEE CITY COUNCIL**  
**Thursday, September 9, 2021**  
Wenatchee City Hall Council Chambers  
301 Yakima Street, 2<sup>nd</sup> Floor  
Wenatchee, WA 98801  
**AGENDA**

Wenatchee City Hall is open for the public to attend Council meetings in person. Masks are required. The meetings are also broadcast live on the City's YouTube channel: [Wenatchee TV](#). The public may also participate in the meeting via phone by calling: (509) 888-3298, passcode 66516#.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Mayor's office at (509) 888-6204 (TTY 711). Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title 1).

**5:15 p.m. Regular Meeting**

**1. Call to Order, Pledge of Allegiance, and Roll Call**

**2. Consent Items**

- Motion to approve agenda, vouchers, and minutes from previous meetings.

Vouchers:

Claim checks #200128 through #200235 in the amount of \$837,867.29 for August 19, 2021

Payroll distribution in the amount of \$379,230.00 for August 20, 2021

Wires #1534 through #1535 in the amount of \$58,425.73 for August 25, 2021

Claim checks #200236 through #200311 in the amount of \$340,728.53 for August 27, 2021

Payroll distribution (retirees) in the amount of \$12,001.21 for August 31, 2021

Benefits/deductions in the amount of \$886,808.71 for August 31, 2021

Payroll distribution in the amount of \$504,392.46 for September 3, 2021

Claim checks #200325 through #200335 in the amount of \$40,974.26 for August 31, 2021

- Motion for City Council to accept the work performed by the contractor, Ascendent LLC, on the North Wenatchee Avenue Building Demolition, City Project No. 1712, and further authorize the Mayor to sign the Final Contract Voucher.

**3. Presentations**

- Wenatchee Downtown Association

**4. Citizen Requests/Comments**

The "Citizen Comments" period is to provide the opportunity for members of the public to address the Council on items either not on the agenda or not listed as a public hearing. The Mayor will ask if there are any citizens wishing to address the Council. When recognized, please step up to the microphone, give your name and mailing address, and state the matter of your interest. If your interest is an agenda item, the Mayor may suggest that your comments wait until that time. Citizen comments will be limited to three minutes.

## 5. Action Items

**A. City Project 1905 – Waterfront Gateway Phase 1 - Authorization to Award Construction Contract**

Presented by Engineering Services Manager Jacob Huylar

**Action Requested:** *Motion for City Council to award the construction contract for the Waterfront Gateway Phase 1 project to the lowest responsible bidder and authorize the Mayor to sign the construction contract documents.*

**B. City Project 2109 – 2021-2023 Pavement Condition Assessment**

Approve Project Budget and Authorization to Sign Professional Services Agreement

Presented by Project Engineer Jake Lewing

**Action Requested:** *Motion for City Council to approve the project budget for the 2021-2023 Pavement Condition Assessment (Project No. 2109) and further authorize the Mayor to sign a contract with NCE on behalf of the City.*

## 6. Reports

- a. Mayor's Report
- b. Reports/New Business of Council Committees

## 7. Announcements

## 8. Adjournment



**DRAFT**

**WENATCHEE CITY COUNCIL  
WORK SESSION**

**Thursday, August 19, 2021**

Wenatchee City Hall Council Chambers  
301 Yakima Street, 2<sup>nd</sup> Floor  
Wenatchee, WA 98801

**MINUTES**

**Present:** Mayor Frank Kuntz; Councilmember Position 1 Jose Cuevas; Councilmember Position 2 Jim Bailey; Councilmember Position 3 Ruth Esparza; Councilmember Position 4 Travis Hornby; Councilmember Position 5 Mark Kulaas; Councilmember At-Large “A” Linda Herald; Councilmember At-Large “B” Keith Huffaker

**Staff Present:** Executive Services Director Laura Merrill, City Clerk Tammy Stanger, IS Support Tim McCord, Finance Director Brad Posenjak, Parks, Recreation & Cultural Services Director David Erickson, Community Development Director Glen DeVries, Housing Program Coordinator Oliver Crain

**5:15 p.m. Work Session.**

**A. Arts Fund, Budgeted Projects, Overview**

Parks, Recreation & Cultural Services Director David Erickson provided a spreadsheet showing the public art fund overview of the projected projects programmed out through the next six years. There were questions about upcoming capital projects that would contribute 1% towards the art fund. The specific projects, budget and years are subject to change and approvals.

**B. Riverfront Master Plan Update**

Executive Services Director Laura Merrill and Parks, Recreation & Cultural Services Director David Erickson presented information and a power point presentation on the Wenatchee Riverfront Park Master Plan and an overview of the great work so far with public open houses, information gathering, an opportunities analysis, and upcoming meetings. The plan will come back before the City Council and the PUD Commission in November to finalize the document, with early implementation of projects in 2022-2023.

C. Interlocal Agreement for Affordable Housing and Housing Related Services

Community Development Director Glen DeVries and Housing Programs Coordinator Oliver Crain provided handouts (Summer 2021 Point in Time Count and draft Interlocal Agreement) and a power point presentation with an overview of the recent visits to Everett and Burlington to meet with staff and view their current shelter set up, and reviewed the draft Interlocal Agreement between the City of Wenatchee and the City of East Wenatchee for Affordable Housing and Other Related Services. The feedback and direction given from the Mayors and Councils of both cities were used to prepare the interlocal agreement. The Mayor had some suggested minor changes regarding appointment of members to the Task Force. It is hoped that an integrated law enforcement outreach program will be developed with a police officer and social worker (working for the police department).

The Salvation Army has sent a letter stating their interest to providing services and locating the sleep center shelter near their facility. An agreement is still needed. A rendering of the site was presented. The timeline is a bit challenging for the site to open before this winter. However, in the meantime, the Wenatchee Rescue Mission has allocated 24 beds as low-barrier at their shelter which may be an interim help. It is anticipated the new sleep center shelter will be operating Spring of 2022.

With no further discussion, the meeting adjourned at 6:29 p.m.

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Frank J. Kuntz, Mayor

Attest:

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Tammy L. Stanger, City Clerk



**DRAFT**

## WENATCHEE CITY COUNCIL

**Thursday, August 26, 2021**

Wenatchee City Hall Council Chambers

301 Yakima Street, 2<sup>nd</sup> Floor

Wenatchee, WA 98801

### MINUTES

**Present:** Mayor Frank Kuntz; Councilmember Position 1 Jose Cuevas (via phone); Councilmember Position 2 Jim Bailey; Councilmember Position 3 Ruth Esparza; Councilmember Position 4 Travis Hornby; Councilmember Position 5 Mark Kulaas; Councilmember At-Large "A" Linda Herald; Councilmember At-Large "B" Keith Huffaker

**Staff Present:** Executive Services Director Laura Merrill, City Attorney Steve Smith, City Clerk Tammy Stanger, IS Support Jessi Saucedo, Police Chief Steve Crown, Technical Services Specialist Kevin Hanson, Engineering Services Manager Jacob Huylar

#### 5:15 p.m. Regular Meeting

**1. Call to Order, Pledge of Allegiance, and Roll Call.** Mayor Frank J. Kuntz called the regular meeting to order at 5:15 p.m. Councilmember Travis Hornby led the Pledge of Allegiance. All Councilmembers were present, with Councilmember Jose Cuevas participating via phone.

#### 2. Consent Items

*Motion by Councilmember Mark Kulaas to approve agenda, vouchers, and minutes from previous meetings. Councilmember Jim Bailey seconded the motion. Motion carried (7-0).*

#### 3. Presentations

- Childhood Cancer Awareness Month Proclamation read by Councilmember Travis Hornby. The proclamation was emailed to Jessica Beckstrand who requested the proclamation.

**4. Citizen Requests/Comments.** None.

#### 5. Action Items

- A.** Master Customer Agreement and Equipment Purchase and Software License Addendum between the City of Wenatchee and WatchGuard Video, Inc., for body-worn cameras

Police Chief Steve Crown presented the staff report and a revised handout was provided to the Council. Council asked questions.

Motion by Councilmember Keith Huffaker for City Council to approve, in substantially the same form as presented, the Master Customer Agreement and Equipment Purchase and Software License Addendum for the purchase of body-worn cameras. Councilmember Ruth Esparza seconded the motion. Motion carried (7-0).

**B. City Project 2005-P2 – Millerdale Avenue Sidewalk – Authorization to Award Construction Contract**

Engineering Services Manager Jacob Huylar presented the staff report. Council asked questions.

Motion by Councilmember Jim Bailey for City Council to award the construction contract for Millerdale Avenue Sidewalk, City Project No. 2005-P2, to Rudnick and Sons LLC and authorize the Mayor to sign the contract documents. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

## **6. Reports**

a. Mayor's Report. The Mayor reported on the following:

1. He participated in the PFD bond call yesterday with Moody's.
2. He and Executive Services Director Laura Merrill met with Chamber Executive Director Shiloh Burgess to go over the proposed contract for next year.
3. He met with the Downtown Kiwanis group on Tuesday.
4. He attended the PFD board meeting today.
5. It was another good month for sales tax numbers.
6. Finance Director Brad Posenjak has begun work on the preliminary numbers for the 2022 budget.
7. Staff has continued working on INFRA; they had a phone conference with Union Gap this week about their experience with INFRA. Executive Services Director Laura Merrill has been deeply involved with NEPA for the project.
8. The Mayor spoke briefly about some complaints the Mayor's office has been receiving about parking on Emerson Street. Confluence Health's COVID testing site has seen increased traffic and requested the city's help with traffic control, which has temporarily taken away some parking on Emerson.

b. Reports/New Business of Council Committees

Councilmember Jim Bailey spoke about the Link Transit ribbon cutting and Summit held last week, and the Rocky Reach Discovery Center ribbon cutting.

Councilmember Travis Hornby spoke about the Pinnacles Prep ribbon cutting ceremony he attended last Friday, and said it's a good addition to Wenatchee.

**7. Announcements.** None.

**8. Adjournment.** With no further business the meeting adjourned at 5:50 p.m.

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Frank J. Kuntz, Mayor

Attest:

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Tammy L. Stanger, City Clerk



## CITY COUNCIL AGENDA REPORT

**TO:** Frank Kuntz, Mayor  
City Council

**FROM:** Elisa Schafer, Facilities Manager  
Aaron Kelly, Operations Manager  
Public Works Department

**MEETING DATE:** September 9, 2021

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**I. SUBJECT**

North Wenatchee Avenue Building Demolition – Project No. 1712

**II. ACTION REQUESTED**

Staff recommends the City Council accept the work performed by the contractor, Ascendent LLC, on the North Wenatchee Avenue Building Demolition, City Project No. 1712, and further authorize the Mayor to sign the Final Contract Voucher.

**III. OVERVIEW**

The building demolition of the former Washington State Department of Transportation (WSDOT) buildings as part of the North Wenatchee Redevelopment project was one of the next steps for the development of Columbia Avenue.

**IV. FISCAL IMPACT**

Original construction contract amount - \$1,011,183.29  
Change Order No. 1- \$2,701.97  
Final contract amount - \$1,013,885.26

**V. PROJECT SCHEDULE**

Project began June 7, 2021 and was physically complete on August 6, 2021.

**VI. REFERENCE(S)**

1. Final Contract Voucher

**VII. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Laura Merrill, Executive Services Director  
Brad Posenjak, Finance Director  
Rob Jammerman, Public Works Director  
Natalie Thresher, Financial Analyst





**City of Wenatchee  
Department of Public Works**

**Final Contract  
Voucher Certificate**

Contractor Ascendent, LLC			
Street Address PO Box 1150			
City Sumner	State WA	Zip 98390	Date 8/18/21
City Project Number 1712	Federal-Aid Project Number	Highway Number N/A	
Job Title North Wenatchee Avenue Building Demolition - WSDOT			
Date Work Physically Completed 8/16/21		Final Amount 1,013,855.26	

**Contractor's Certification**

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Wenatchee nor have I rented or purchased any equipment or materials from any employee of the City of Wenatchee; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Wenatchee for work performed and materials furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Wenatchee from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.

Heather A Estes  
Contractor Authorized Signature Required

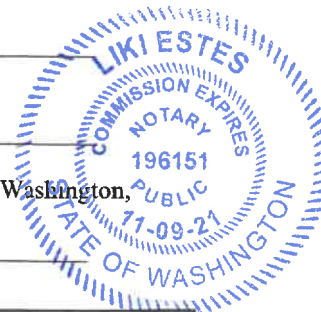
Heather Estes  
Type Signature Name

Subscribed and sworn to before me this 18th day of August 2021

X [Signature]

Notary Public in and for the State of Washington,

residing at Puyallup, WA



**City of Wenatchee**

City of Wenatchee hereby accepts the completed contract pursuant to Section 1-05.12 of the contract provisions.

X \_\_\_\_\_  
Mayor/or Designee

\_\_\_\_\_  
Date of Acceptance



## CITY COUNCIL AGENDA REPORT

**TO:** Frank Kuntz, Mayor  
City Council

**FROM:** Jacob Huylar, Engineering Services Manager  
Public Works Department

**MEETING DATE:** September 9, 2021

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**I. SUBJECT**

City Project 1905 – Waterfront Gateway Phase 1  
Authorization to Award Construction Contract

**II. ACTION REQUESTED**

Staff recommends that the City Council award the construction contract for the Waterfront Gateway Phase 1 project to the lowest responsible bidder and authorize the Mayor to sign the construction contract documents.

**III. OVERVIEW**

In December of 2003, the city entered into a settlement agreement with Euclid Enterprises, LLC (Euclid). The agreement was recorded with the Chelan County Auditor (AFN 2162948). As part of that agreement, the city is obligated to install approximately 500' of frontage improvements on the west side of Worthen Street, to the north of Thurston, in exchange for additional right-of-way. Euclid agreed to install an additional 200' of frontage improvements, thereby filling the sidewalk gap on the west side of Worthen. To date, neither the city nor Euclid has fulfilled their obligations under that agreement.

In December of 2017, the city's Economic Development Department prepared a scoping memo that identified several desired improvements along the city's waterfront. The proposed improvements included aesthetic upgrades to the existing railroad underpasses, better pedestrian access at the Ninth Street at-grade railroad crossing, landscaping along Piere Street, and modifying the stormwater swales on Walla Walla Ave.

Design is ongoing for both the Ninth Street crossing (CPN 1801) and the Walla Walla stormwater swales (CPN 2008). Improvements to Thurston, Worthen, Fifth, and Piere were lumped into the original scope of the Waterfront Gateway project.

As design on the gateway improvements progressed, early cost estimates for the project exceeded the allocated Local Revitalization Financing (LRF) funds. Additionally, the concept of a larger-scale project at the Fifth Street underpass was introduced. As a result, the Waterfront Gateway project was revised to include improvements to the Thurston Street underpass as well as the city's share of the frontage improvements on Worthen Street.

The city and its consultant are still working through design details on the Thurston Street underpass and it's expected that that phase will be ready for construction in early 2022. Conversely, design documents for the frontage improvements on Worthen are complete and were advertised via the MRSC Small Works Roster on August 25, 2021.

The city worked with Euclid to incorporate the design of their frontage improvements in the city's bid package. A cost share agreement was executed allowing the city to construct all of the frontage improvements at once and seek reimbursement from Euclid for its share of the work. It too was recorded with the Chelan County Auditor (AFN 2546534). Euclid will have an opportunity to review the bids prior to authorizing their portion of the work. The city's specifications allow that portion of the work to be removed from the project if Euclid opts not to move forward.

**IV. FISCAL IMPACT**

Bids will be received on September 8, 2021. Staff intends to present bid results to the Finance Committee prior to the City Council meeting.

**V. PROPOSED PROJECT SCHEDULE**

The construction contract includes 25 working days. If awarded, Notice to Proceed is expected to be given near the end of September.

**VI. REFERENCES**

1. Project Budget

**VII. ADMINISTRATIVE ROUTING**

Rob Jammerman, Public Works Director  
Gary Owen, City Engineer  
Tammy Stanger, City Clerk  
Brad Posenjak, Finance Director



## Capital Project Budget

Date: September 1, 2020 Project Number: 1905

Project Name: Waterfront Gateway Projects Dept/Category: Public Works - LRF Project

**Project Description:**

The "gateway" improvements are intended to provide an aesthetic upgrade in the vicinity of the city's waterfront. The project will provide improvements to the Thurston Street underpass as well as install curb, gutter, and sidewalk on the west side of Worthen Street.

<b>Project Lead:</b>	Jacob Huylar	<b>Start Year:</b>	2019
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2021
<b>Original Project Budget:</b>	\$550,000	<b>Total City Funding:</b>	\$550,000
<b>Budget Amendment:</b>		<b>Other Funding:</b>	\$0

**Project Notes:**

Original Budget is based on adopted 2020 City Budget. Project scope has been revised to exclude improvements at the Fifth Street underpass and landscaping along Piere Street.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2021	2022	2023+	
Design Engineering	75,000		65,000	10,000			75,000
Right of Way Acquisition							
Construction Contract	430,000			430,000			430,000
Construction Engineering	40,700			40,700			40,700
Miscellaneous							
Art Fund	4,300			4,300			4,300
<b>Total Project Expenditures</b>	<b>550,000</b>		<b>65,000</b>	<b>485,000</b>			<b>550,000</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2021	2022	2023+	
Fund:	307 - LRF	550,000		65,000	485,000			550,000
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
<b>Total Project Revenues</b>		<b>550,000</b>		<b>65,000</b>	<b>485,000</b>			<b>550,000</b>

Approved by City Council: November 12, 2020  
Date



## CITY COUNCIL AGENDA REPORT

**TO:** Frank Kuntz, Mayor  
City Council

**FROM:** Jake Lewing, Project Engineer  
Public Works

**MEETING DATE:** September 9, 2021

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**I. SUBJECT**

City Project 2109 – 2021-2023 Pavement Condition Assessment  
Approve Project Budget and Authorization to Sign Professional Services Agreement

**II. ACTION REQUESTED**

*Staff recommends the City Council approve the project budget for the 2021-2023 Pavement Condition Assessment (Project No. 2109) and further authorize the Mayor to sign a contract with NCE on behalf of the City.*

**III. OVERVIEW**

The purpose of the City of Wenatchee’s Pavement Management Program (PMP) is to extend the life of its pavements and cut down on major repair costs. The City has implemented a multi-year program to apply maintenance and preservation treatments to selected streets and improve the overall condition of its pavement network. As part of the PMP planning efforts, City streets (755 individual segments, 118 centerline miles) were surveyed by NCE in 2015, 2017, and 2019 to assess the current condition of the network and evaluate pavement management scenarios using Streetsaver. The results of the pavement management scenarios were used to plan pavement preservation projects in 2019 and 2020 which resurfaced over 20 miles of City streets.

A request for qualifications for additional pavement condition surveys was issued May 18, 2021 and one proposal was received June 9, 2021. NCE was selected, based on qualifications submitted, to perform additional pavement condition surveys in 2021 and 2023. In addition, NCE will provide ongoing technical support with the PMS, review the current maintenance and rehabilitation strategy, and provide feedback and recommendations for future pavement preservation projects based on the PMS parameters and past performance.

**IV. FISCAL IMPACT**

The project will be funded entirely by Fund 111. A budget sheet is attached. The budget includes \$35,000 for City staff contract administration and pavement management planning tasks.

**V. PROPOSED PROJECT SCHEDULE**

The project will begin September 2021 and extend through December 2023. A more detailed schedule is provided in the attached Professional Services Agreement.

**VI. REFERENCE(S)**

1. 2109 Capital Project Budget Sheet
2. Professional Services Agreement

**VII. ADMINISTRATIVE ROUTING**

Tammy Stanger, City Clerk  
Laura Merrill, Executive Services Director  
Brad Posenjak, Finance Director  
Rob Jammerman, Public Works Director  
Gary Owen, City Engineer  
Jacob Huylar, Engineering Services Manager



# Capital Project Budget

Date: September 9, 2021 Project Number: 2109

Project Name: 2021-2023 Pavement Condition Survey Dept/Category: Public Works - Pavement Mgmt

**Project Description:**  
This project will provide two Citywide pavement condition surveys over a span of 3 years including updating Streetsaver Pavement Management Software and providing technical support to City staff for running budget scenarios, project planning, and reporting.

<b>Project Lead:</b>	Jake Lewing	<b>Start Year:</b>	2021
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2023
<b>Original Project Budget:</b>	\$225,000	<b>Total City Funding:</b>	\$225,000
<b>Budget Amendment:</b>		<b>Other Funding:</b>	

**Project Notes:**

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2021	2022	2023+	
Design Engineering	225,000			100,000	50,000	75,000	225,000
Right of Way Acquisition							
Construction Contract							
Construction Engineering							
Miscellaneous							
Art Fund							
<b>Total Project Expenditures</b>	<b>225,000</b>			<b>100,000</b>	<b>50,000</b>	<b>75,000</b>	<b>225,000</b>

Project Revenues by Category	Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
				2021	2022	2023+	
Fund: 111 - Street Overlay	225,000			100,000	50,000	75,000	225,000
Fund:							
Fund:							
Fund:							
Fund:							
GRANTS:							
<b>Total Project Revenues</b>	<b>225,000</b>			<b>100,000</b>	<b>50,000</b>	<b>75,000</b>	<b>225,000</b>

Approved by City Council: \_\_\_\_\_ Date \_\_\_\_\_



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## **PROFESSIONAL SERVICES AGREEMENT**

City Project #2109 – 2021 Pavement Management Services

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The City of Wenatchee, Washington, a municipal corporation (“City”) and Nichols Consulting Engineers, CHTD (NCE), whose address is 1885 S. Arlington Avenue, Suite 111, Reno, NV 89509-3370 (“Consultant”), agree and contract as follows:

### **I. SERVICES BY CONSULTANT**

CONSULTANT shall perform its Services consistent with and limited to that level of care and skill ordinarily exercised by members of the engineering and consulting profession practicing under similar conditions, and at the same time and locality where the Services are performed.

### **II. COMPENSATION**

- A. The total compensation to be paid to Consultant for completion of these services shall not exceed \$189,113, as detailed in Attachment A.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors’ fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

### **III. TERMINATION OF AGREEMENT**

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days’ notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

***Apple Capital of the World***



#### **IV. OWNERSHIP OF WORK PRODUCT**

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.
- B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.
- C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

#### **V. GENERAL ADMINISTRATION AND MANAGEMENT**

The \_\_\_\_\_ for the City of Wenatchee shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

#### **VI. COMPLETION DATE**

The completion date for the Consultant's performance of the services specified in Section I shall be no later than December 29, 2023.

Consultant will diligently proceed with the services contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

#### **VII. SUCCESSORS AND ASSIGNS**

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

#### **VIII. NONDISCRIMINATION**

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

## **IX. HOLD HARMLESS/INDEMNIFICATION**

To the greatest extent allowed by law the Consultant shall reimburse the apportioned costs to defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, pure economic damages, losses or suits including attorney fees, to the extent caused by the negligence or willful misconduct of Consultant in performance of this Agreement. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault.

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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant'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 this Agreement.

CITY shall indemnify and hold harmless CONSULTANT, its officers, agents, and employees from any and all claims, suits, losses, pure economic damages, costs (including reasonable attorney's fees) and demands, administrative fees, penalties and fines imposed, and demands, including reasonable attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a party to this Agreement between CONSULTANT and CITY to the extent such injury, death or damage is caused by the negligence or willful misconduct of CITY or its CONSULTANTS or their respective employees, officers and agents.

CITY agrees to the full extent permitted by law, to indemnify, defend, and hold harmless CONSULTANT, its officers, directors, shareholders, employees, affiliates, and subsidiaries and their successors from and against any and all claims, demands, losses, penalties, fines and causes of action of every kind and character (including reasonable attorney fees) arising from or relating to Pre-existing Conditions.

## **X. LIABILITY INSURANCE COVERAGE**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

### **A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

**B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this services with written notice of any policy cancellation, within two business days of their receipt of such notice.

**D. Acceptability of Insurers**

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

**E. Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the services.

**F. Failure to Maintain Insurance**

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant 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 City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

**G. City Full Availability of Consultant Limits**

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

**H. Limitation of Liability**

CONSULTANT's liability to CITY and/or anyone claiming by, through or under CITY, shall not exceed \$1,000,000 for claims arising from (i) professional acts, errors or omissions. CONSULTANT's liability for all other claims for loss or injury shall not exceed \$1,000,000. The CITY hereby forever releases CONSULTANT and its officers, principals, employees and agents from any liability for losses or damages sustained and incurred by the CITY in excess of such amount.

As used in this Paragraph, the term liability or liable means liability of any kind, whether in contract (including breach of warranty), in tort (including negligence) in strict liability, for indemnity or otherwise, for any and all injuries, claims, losses, expenses or damages, administrative sanctions, penalties or fines imposed (including attorney's fees) whatsoever arising out of or in any way related to CONSULTANT's Services from any cause or causes whatsoever. The provisions of this Paragraph shall survive the completion of the Project or the expiration, cancellation or termination of this Agreement.

CONSULTANT shall not be liable for any claims of loss of profits or any other indirect, special, incidental or consequential damages of any nature whatsoever.

**XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE**

The Consultant shall apply the reasonable standard of care to comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Wenatchee business license or otherwise comply with Wenatchee Municipal Code.

**XII. FUTURE SUPPORT**

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

**XIII. INDEPENDENT CONTRACTOR**

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

**XIV. EXTENT OF AGREEMENT/MODIFICATION**

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

**XV. ADDITIONAL WORK**

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this Agreement. Any such work or services shall be considered as additional work, supplemental to this Agreement. This Agreement may be amended only by written instrument properly signed by both parties.

**XVI. VENUE, APPLICABLE LAW AND JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties hereto agree that any such action shall be initiated in the Chelan County Superior Court of the State of Washington. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. Consultant hereby consents to the personal jurisdiction of the Chelan County Superior Court of the State of Washington.

**XVII. DISPUTES**

CITY and CONSULTANT agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Any dispute concerning questions of fact in connection with the work not disposed of by agreement between Consultant and the City shall be referred for determination to the City's Mayor, whose decision in the matter shall be final and binding on the parties of this agreement, provided, however, that if an action is brought challenging the Mayor's decision, that decision shall be subject to de novo judicial review.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF WENATCHEE:

By:

  
Principal

By:

Frank Kuntz, Mayor

Date:

8/26/21

Date:



## WORK PLAN

### ATTACHMENT A

## 2021-2023 Pavement Condition Assessment

### Project Scope

Based on discussions with the City, the workplan for this project includes the following elements, as described, and some optional activities were also discussed and recommended to be included for consideration. NCE will conduct pavement condition surveys in 2021 and 2023, in accordance with ASTM D6433, on approximately 118 centerline miles, calculate the Pavement Condition Index (PCI), and update the StreetSaver® database. The City is also requesting StreetSaver® technical support, review and recommendation of potential modifications to the City's current maintenance and rehabilitation strategies, identifying future pavement preservation projects based on the results of the pavement condition surveys, and assistance with budget scenario analysis, criteria, and reporting.

### Scope of Work

#### *Task A. Kickoff Meeting*

Based on our June 23, 2021 meeting, NCE is not aware of any additional items in need of discussion. Therefore, if agreeable to the City, we suggest this task be excluded from the scope of work.







#### *Task B. Pavement Condition Assessment*

NCE will perform a walking pavement condition survey on the City's pavement network in both 2021 and 2023. The surveys will be performed by two one-person crews. NCE will be responsible for providing all equipment necessary for performance of this task. Pavement condition surveys are planned to occur in September/October of 2021 and 2023.

*Note: this scope of work and condition surveys do not address issues including but not limited to traffic, safety and road hazards, geometric issues, road shoulders, sidewalks, curb and gutters, drainage issues or short term maintenance that should be performed.*

All data collected from the pavement inspections will be uploaded into the City's StreetSaver® database. NCE will identify and make any needed changes to the section inventory should significant discrepancies occur between the database, and description and conditions observed in the field (e.g., maintenance or rehabilitation work performed and not yet included in the database).

Quality control checks will be conducted during the pavement condition survey and will include:

-  Calibration of all data collection activities.
-  Review of field activities.
-  Reviewing field procedures and making changes as needed.
-  Comparing the field data collected with on-site conditions.
-  Review of all data entry functions, including random spot checks.
-  Review of reports generated and analyses performed to ensure a quality product.









#### *Deliverables*

1. Update StreetSaver® database.
2. PCI report (electronic copy).

### ***Task C. Analysis and Reporting***

NCE will perform the pavement condition index (PCI) calculations using StreetSaver® and correct any inconsistencies. NCE will also update the needs scenario and Scenario 5B to reflect the results of the 2021 and 2023 pavement condition surveys. In addition, NCE will conduct up to two additional scenario updates as directed by the City.

NCE will prepare two reports, one each following completion of the 2021 and 2023 pavement condition surveys. The reports will contain, at a minimum:

-  Inventory of all City streets including functional classification, length and width, surface type, and PCI.
-  Current pavement conditions in tabular format for all road classes and surface types.
-  Comparison analysis of the current and previous survey results.
-  Updated annual repair/rehabilitation programs for road maintenance for a multi-year period.
-  Updated project schedules and associated budgets (with inflation adjustments) for the entire network as well as each road segment, for each calendar year over the given period of time (maximum three budgets).
-  Analysis of deferred maintenance (backlog) on the overall network condition.
-  Multi-year work plan with costs.
-  Budget scenario maps.

NCE will deliver a draft report to the City for review. Upon receipt of the City's comments, NCE will address any comments and update and submit a final report.

#### ***Deliverables***

1. Update database with pavement inspection data and PCI results (2021 and 2023).
2. Two Draft Reports (2021 and 2023, electronic copy).
3. Two Final Reports, including budget scenario maps (2021 and 2023, electronic copy).

### ***Task D. Technical Support***






NCE will provide technical support of the StreetSaver® program. This support can be provided through NCE's Virtual Online Support. This method would allow NCE to 'join' the City's StreetSaver™ session and assist staff. By using this method, the City will be able to quickly receive answers to questions.

#### ***Deliverable***

1. Technical memorandum summarizing issues and resolutions.

### ***Task E. Updates***

The City has identified a number of StreetSaver® updates. The updates, at a minimum, include:

-  Verify and update treatment costs based on recently completed chip seal and thin overlay projects.
-  Review 1-inch overlay decision tree criteria. Projects with edge grind and digouts have experienced reflective cracking sooner than projects with full-width grinding. Pavement condition may be too severe for chip seal and thin overlay treatments. Review decision tree for condition criteria to minimize selecting projects for thin overlays that maybe susceptible to reflective cracking.
-  Provide estimate for including StreetSaver® module for curb ramps. Assess ability to match curb ramp updates with preservation treatments.
-  Review and provide recommendations on City's project planning process.
-  Evaluate viability for using other potential treatments. For example, assess use of slurry seals by other agencies and availability of local contractors.



#### *Deliverable*

1. Updates will be documented and included in the Draft and Final reports.

#### ***Task F. City Council Meeting***

NCE will prepare and present the highlights and benefits of StreetSaver® implementation to the Wenatchee City Council (Council). The presentation is envisioned to include a brief update of pavement management, how it has been implemented (e.g., pavement condition surveys, software) by the City, and how the results are being used to assist the City in establishing budgets, identifying projects, and maintaining the network pavement condition. A draft presentation will be developed and shared with the City in advance of the presentation to ensure agreement on the materials to be provided to the Council. Additional City Council meeting presentations can be conducted at the request of the City.

#### *Deliverable*

1. Presentation to the City Council.

#### ***Optional Tasks***

##### ***Task G. Falling Weight Deflectometer Testing and Analysis***

Based on a review of the 2021 pavement condition survey, develop a list of roadway segments that appear to be failing prematurely (e.g., unexpected decline of PCI from 2015 to 2021). Identified segments may warrant additional evaluation to assess the need for more extensive (e.g., thicker overlay) rehabilitation activities. To support optimal understanding and segmentation of the pavement network, NCE has unique capabilities that can provide the City with expertise in deflection testing and coring data collection including:

- ❏ Evaluate pavement structural conditions with nondestructive testing using the Falling Weight Deflectometer (FWD), a specialized tool that can be used to establish homogeneous pavement sections for use in the City's Pavement Management System.
- ❏ Determine the layer thicknesses of existing asphalt, base materials, and subgrade materials using NCE's core rig.

#### *Deliverables*

1. List of projects with potential premature failure.
2. Assessment of structural condition and recommended overlay thickness to meet future traffic conditions.

##### ***Task H. Pavement Performance Model Review***

Implementation of StreetSaver® included the use of default pavement performance prediction models for characterizing future pavement condition. While the default models work well, this effort would include accessing the results of the 2021 PCI survey and previous surveys to statistically confirm the default performance models reflect the City's pavement performance trends. In the event the performance models are statistically different, NCE working with the StreetSaver® consultant, will update the performance models to better reflect actual conditions.

#### *Deliverable*

1. Technical Memorandum on evaluation and recommended revisions to pavement performance models.

##### ***Task I. Treatment Selection Guidelines***

Develop treatment selection guidelines, specifically related to project selection for chip seals, thin or thick overlays, and mill or no mill (edge versus full-lane width).

*Deliverable*

1. Technical Memorandum on treatment type selection.

*Schedule*

NCE’s proposed project schedule is in Figure 1. We anticipate the pavement condition survey and budget analysis can be completed within 5 months and includes conducting the 2021 and 2023 pavement condition surveys during the same period of time as the previous surveys.

Task Description	2021					2022												2023											
	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Task A: Kick Off Meeting																													
Task B: Pavement Condition Assessment																													
Task C: Analysis and Reporting																													
Task D: Technical Support																													
Task E: Updates																													
Task F: City Council Meeting																													
<b>Optional Tasks</b>																													
Task G: FWD Testing and Analysis																													
Task H: Performance Model Review																													
Task I: Treatment Selection Guidelines																													

Figure 1. Proposed schedule.

*Fee*

The estimated cost to complete the scope of work is shown in the following tables.

Table 1. Estimated Fee (excludes optional tasks)

**NCE Labor Fees**

Name	Role in Project	Hourly Fee (\$)	Level of Effort (hours)							Total Fee Excluding Optional Tasks (\$)	
			Task A: Kick Off Meeting	Task B: Condition Assessment	Task C: Analysis and Report	Task D: Technical Support	Task E: Updates	Task F: Council Meeting	Total Hours		
Linda Pierce	Project Manager	\$ 270			8			24	12	44	\$11,880
Kevin Senn	QC/QA Manager	\$ 270		4						4	\$1,080
Sharlan Dunn	Project Engineer	\$ 165			16		24	16		56	\$9,240
Sarah Stolte	Staff Engineer	\$ 145		40	80			80	40	240	\$34,800
Nick Weitzel	Project Engineer	\$ 165								0	\$0
Rich LaValley	Senior Field Technician	\$ 125			272					272	\$34,000
Kevin Foxcroft	Senior Field Technician	\$ 125			272					272	\$34,000
Becca Regalado	Senior Database Manager	\$ 100			20					20	\$2,000
Raquel Gutierrez	Data Entry	\$ 90			160					160	\$14,400
<b>Total Labor Fee</b>			<b>\$0</b>	<b>\$91,280</b>	<b>\$16,400</b>	<b>\$3,960</b>	<b>\$20,720</b>	<b>\$9,040</b>	<b>1,068</b>	<b>\$141,400</b>	

**Direct Charges**

Description	Task A	Task B	Task C	Task D	Task E	Task F	Total Cost Excluding Optional Tasks (\$)
Labor Escalation Fee		\$4,564	\$820	\$205	\$1,036	\$0	\$6,625
Travel costs		\$17,251	\$0	\$0	\$0	\$0	\$17,251
Communication Charge (1% of Direct Labor Fees)		\$913	\$0	\$40	\$207	\$90	\$1,250
<b>Total Direct Charges</b>		<b>\$22,728</b>	<b>\$820</b>	<b>\$244</b>	<b>\$1,243</b>	<b>\$90</b>	<b>\$25,126</b>
<b>Project Total Fee</b>	<b>\$0</b>	<b>\$114,008</b>	<b>\$17,220</b>	<b>\$4,204</b>	<b>\$21,963</b>	<b>\$9,130</b>	<b>\$166,526</b>

**Assumptions:**

- One two-person data collection crews.
- No traffic control will be required for data collection activities.
- 1200 samples inspected (~120 miles).

**Table 2. Estimated Fee Optional Tasks**

**NCE Labor Fees**

Name	Role in Project	Hourly Fee (\$)	Level of Effort (hours)			Total Hours	Total Fee Optional Tasks (\$)
			Task G (optional): FWD Testing and Analysis	Task H (optional): Performance Model Review	Task I (optional): Treatment Selection Guidelines		
Linda Pierce	Project Manager	\$ 270	4	2	4	10	\$2,700
Kevin Senn	QC/QA Manager	\$ 270				0	\$0
Sharlan Dunn	Project Engineer	\$ 165		8		8	\$1,320
Sarah Stolte	Staff Engineer	\$ 145		24	24	48	\$6,960
Nick Weitzel	Project Engineer	\$ 165	16			16	16
Rich LaValley	Senior Field Technician	\$ 125				0	\$0
Kevin Foxcroft	Senior Field Technician	\$ 125				0	\$0
Becca Regalado	Senior Database Manager	\$ 100				0	\$0
Raquel Gutierrez	Data Entry	\$ 90				0	\$0
<b>Total Labor Fee</b>			<b>\$3,720</b>	<b>\$5,340</b>	<b>\$4,560</b>	<b>82</b>	<b>\$10,996</b>

**Direct Charges**

Description	Task G	Task H	Task I	Total Cost Optional Tasks (\$)
Travel costs	\$0	\$0	\$0	\$0
FWD and coring (per 1-day of testing)	\$8,000	\$0	\$0	\$8,000
StreetSaver <sup>®</sup> Consultant to update models	\$0	\$3,500	\$0	\$3,500
Communication Charge (1% of Direct Labor Fees)	\$37	\$53	\$0	\$91
<b>Total Direct Charges</b>	<b>\$8,037</b>	<b>\$3,553</b>	<b>\$0</b>	<b>\$11,591</b>
<b>Project Total Fee</b>	<b>\$11,757</b>	<b>\$8,893</b>	<b>\$4,560</b>	<b>\$22,587</b>

**Assumptions:**

Task G estimate includes 1 day of testing (up to 5 miles), coring (up to 10 cores), and analysis.  
 Task H in the event performance models reflect actual conditions, total budget reduced by \$3,500.