



WENATCHEE CITY COUNCIL SPECIAL MEETING

Thursday, December 2, 2021

Wenatchee City Hall Council Chambers

301 Yakima Street, 2nd Floor

Wenatchee, WA 98801

AGENDA

Wenatchee City Hall is open for the public to attend Council meetings in person. 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. Special 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 #201161 through #201233 in the amount of \$1,173,978.46 for November 18, 2021
Payroll distribution in the amount of \$380,895.00 for November 19, 2021
Wires #1542 and #1543 in the amount of \$61,418.17 for November 29, 2021
Payroll distribution in the amount of \$12,001.21 for November 30, 2021
- Resolution No. 2021-36, reappointing Elvis Garcia to the Housing Authority Board.

3. 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.

4. Action Items

- A. City Project 2002 – Pershing and Poplar Sewer Extension – Authorization to Award Construction Contract
Presented by Project Engineer Ryan Harmon
Action Requested: *Motion for City Council to award the construction contract for the Pershing and Poplar Sewer Extension to Matia Contractors, Inc. and authorize the Mayor to sign the construction contract documents.*
- B. Wastewater Treatment Plant Blower Building Improvements – Project No. 2106
Authorization to Negotiate Design Services with Jacobs Engineering Group, Inc
Presented by Senior Engineer-Utilities Jeremy Hoover
Action Requested: *Motion for City Council to authorize the Mayor to negotiate with Jacobs Engineering Group, Inc. for design services for the Wastewater Treatment Plant Blower Building Improvements - Project No. 2106 and further authorize the Mayor to sign a contract on behalf of the City.*
- C. Code Enforcement Board Reappointments
Presented by Building/Fire Code Official Cliff Burdick
Action Requested: *Motion for City Council to pass Resolution 2021-39 designating the reappointments of Adriana Farnsworth and Emilka Furmanczyk to the Code Enforcement Board for two-year terms ending December 31, 2023.*

5. Reports

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

6. Announcements

7. Adjournment



WENATCHEE CITY COUNCIL SPECIAL MEETING

Thursday, November 18, 2021

Wenatchee City Hall Council Chambers
301 Yakima Street, 2nd Floor
Wenatchee, WA 98801

MINUTES

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

Staff Present: Executive Services Director Laura Merrill, City Attorney Steve Smith, IS Support Jessi Saucedo, Public Works Director Rob Jammerman, Finance Director Brad Posenjak, Human Resources Director Kari Page, Parks, Recreation & Cultural Services Director David Erickson, Community Development Director Glen DeVries, Senior Engineer-Utilities Jeremy Hoover, Deputy Public Works Director-Utility Jessica Shaw, Utility Planner Darci Mattioda, Operations Manager Aaron Kelly, Facilities Manager Elisa Webb, Public Works Customer Service/Permit Specialist Jenni Rayson, Building Official Cliff Burdick

5:15 p.m. Special Meeting

1. Call to Order, Pledge of Allegiance, and Roll Call. Mayor Frank J. Kuntz called the special meeting to order at 5:15 p.m. City Attorney Steve Smith led the Pledge of Allegiance. Councilmember Keith Huffaker participated in the meeting via phone. The excused absence of Councilmember Ruth Esparza was noted for the record.

2. Consent Items:

Motion by Councilmember Mark Kulaas to approve agenda, vouchers, and minutes from previous meetings. Councilmember Jose Cuevas seconded the motion. Motion carried (5-0).

[The phone connection with Councilmember Keith Huffaker was lost.]

3. Presentation

- Small Business Saturday Proclamation read by Councilmember Travis Hornby. Wenatchee Downtown Association Executive Director Linda Haglund and Creighton Hilstad, owner of the newest downtown business Henry Harrow & Co. accepted the proclamation.

4. Citizen Requests/Comments. None.

[Councilmember Keith Huffaker was reconnected to the meeting.]

5. Action Items

- A.** Revised Interlocal Agreement with Chelan County for Construction of the Knowles Road and School Street Sanitary Sewer Extension, CPN 1908/2105

Senior Utility Engineer Jeremy Hoover presented the staff report. Council asked questions.

Motion by Councilmember Travis Hornby for City Council to approve the revised Interlocal Agreement between the City of Wenatchee and Chelan County for the construction of the Knowles Road and School Street Sanitary Sewer Improvements and authorize the Mayor to sign the Agreement. Councilmember Jim Bailey seconded the motion. Motion carried (6-0).

- B.** 2022-2024 Animal Control Services Agreement between the City of Wenatchee and the Wenatchee Valley Humane Society

Executive Services Director Laura Merrill presented the staff report. Wenatchee Valley Humane Society Executive Director Taylor Sharp and Animal Control Sgt. Ian Mallory were also present. Council asked questions.

Motion by Councilmember Jose Cuevas for City Council to approve a three-year agreement with the Wenatchee Valley Humane Society for Animal Control Services and authorize the Mayor's signature. Councilmember Linda Herald seconded the motion. Motion carried (6-0).

- C.** 2022 Management/Administrative Group Classifications and Compensation

Director of Human Resources Kari Page presented the staff report. Council asked questions.

Motion by Councilmember Linda Herald for City Council to approve Ordinance No. 2021-32, establishing positions for regular status employment within the City of Wenatchee Management/Administrative Group, fixing the compensation to be paid for the calendar year 2022, and repealing Ordinance No. 2020-39. Councilmember Jose Cuevas seconded the motion. Motion carried (6-0).

D. Temporary Employee Hiring, Positions and Wages

Director of Human Resources Kari Page presented the staff report.

Motion by Councilmember Jim Bailey for City Council to approve Ordinance No. 2021-33, establishing pay ranges for temporary employees for the calendar year 2022, and repealing Ordinance No. 2020-40. Councilmember Linda Herald seconded the motion. Motion carried (6-0).

E. Lodging Tax Advisory Committee Appointment

Executive Services Director Laura Merrill presented the staff report. Linda Herald recused herself from this agenda item due to a conflict of interest.

Motion by Councilmember Mark Kulaas for City Council to pass Resolution No. 2021-38 appointing Kyle McCubbin to the Lodging Tax Advisory Committee through December 31, 2023. Councilmember Travis Hornby seconded the motion. Motion carried (5-0) (Herald conflict).

F. Arts, Recreation and Parks Commission Appointment

Parks, Recreation and Cultural Services Director David Erickson presented the staff report. Council commented and asked questions.

Motion by Councilmember Linda Herald for City Council to approve Resolution No. 2021-37 appointing Nick Rohrbach to position seven of the Arts, Recreation and Parks Commission. Councilmember Jim Bailey seconded the motion. Motion carried (6-0).

G. City of Wenatchee Project No. 1716 - Wenatchee City Hall Redevelopment construction contract between the City and TW Clark Construction, LLC, Change Order No. 4 in the amount of \$88,007 plus WSST and Change Order No. 5 in the amount of \$18,463 plus WSST

Facilities Manager Elisa Schafer presented the staff report. Council asked questions.

Motion by Councilmember Travis Hornby for City Council to approve the contract change order with TW Clark Construction, LLC and authorize the Mayor's signature. Councilmember Mark Kulaas seconded the motion. Motion carried (6-0).

H. Water and Sewer Code Revisions

Public Works Director-Utilities Jessica Shaw and Utility Planner Darci Mattioda presented the staff report. Council asked questions.

Motion by Councilmember Mark Kulaas for City Council to adopt Ordinance No. 2021-34 and Ordinance No. 2021-35 amending Chapter 4.08 "Sewer-Rates and Charges" and Chapter 9.12 "Water-Rules and Regulations" of the Wenatchee City Code. Councilmember Travis Hornby seconded the motion. Motion carried (6-0).

I. Code Revisions to Include Financial Securities Language

Public Works Director Rob Jammerman, Deputy Public Works Director-Utilities Jessica Shaw, and Utility Planner Darci Mattioda presented the staff report and a power point presentation. Council asked questions.

Motion by Councilmember Jim Bailey for City Council to adopt Ordinance No. 2021-37 revising Chapter 9.01 "Preapproved Plans and Policies" of the Wenatchee City Code. Councilmember Linda Herald seconded the motion. Motion carried (6-0).

J. Department of Health Drinking Water State Revolving Fund (DWSRF) Loan Applications

Utility Planner Darci Mattioda presented the staff report. Council asked questions.

Motion by Councilmember Linda Herald for City Council to approve the application for Drinking Water State Revolving Fund Loans for Project No. 1918, AC Main Replacement Project and Project No. 2202 Crawford Avenue Water Main Replacement. Councilmember Travis Hornby seconded the motion. Motion carried (6-0).

K. Adoption of amendments to WCC 2.05, Flood Hazard Prevention, following a Community Assistance Contact by Washington State Department of Ecology for FEMA

Building/Fire Code Cliff Burdick presented the staff report. Council asked questions.

Motion by Councilmember Travis Hornby for City Council to adopt Ordinance No. 2021-28 amending portions of Wenatchee City Code Chapter 2.05, Flood Hazard Prevention. Councilmember Jim Bailey seconded the motion. Motion carried (6-0).

L. Columbia River Homeless Housing Task Force Appointments

Community Development Director Glen DeVries presented the staff report. Council asked questions.

Motion by Councilmember Mark Kulaas for City Council to approve Resolution No. 2021-35, appointing three members to the Columbia River Task Force for two-year terms including Linda Herald, Steve Clem, and Steve Crown. Councilmember Jose Cuevas seconded the motion. Motion carried (6-0).

- M.** Council authorization for the Mayor to sign the final mylar for the Federal Building Condominium Survey and Binding Site Plan Alteration, BSP-21-03

Community Development Director Glen DeVries presented the staff report.

Motion by Councilmember Linda Herald for City Council to authorize the Mayor to sign the final mylar for the Federal Building Condominium Survey and Binding Site Plan Alteration, BSP-21-03. Councilmember Jim Bailey seconded the motion. Motion carried (7-0).

- N.** Department of Commerce Behavioral Health Facilities Program Grant acceptance for Parkside Place Renovation Project

Operations Manager Aaron Kelly presented the staff report. Council asked questions.

Motion by Councilmember Jim Bailey for City Council to accept the Department of Commerce Behavioral Health Facilities Program Grant for project 2206 Parkside Place Renovation Project and authorize the Mayor to sign the grant contract. Councilmember Jose Cuevas seconded the motion. Motion carried (6-0).

- O.** Ordinance No. 2021-31 – Amendments to the 2021 Budget

Finance Director Brad Posenjak presented the staff report.

Motion by Councilmember Linda Herald for City Council to approve Ordinance 2021-31 amending the 2021 budget as adopted by Ordinance 2020-31 and amended by Ordinance 2021-19, revoking, recalling or decreasing all or a portion of total appropriations provided for, entering findings that this ordinance is in the best interest of the City and requiring that this Ordinance be approved by a majority plus one of the entire Council. Councilmember Jim Bailey seconded the motion. Motion carried (6-0).

6. Public Hearing Items

The Mayor explained the public hearing process.

- P.** Ordinance No. 2021-30 – Adopting the 2022 Budget

Finance Director Brad Posenjak presented the staff report.

The Mayor asked for public comment. There was no one who wished to speak.

Motion by Councilmember Mark Kulaas for City Council to approve Ordinance No. 2021-30, adopting the Final Budget for the City of Wenatchee, Washington, for the fiscal year ending December 31, 2022. Councilmember Travis Hornby seconded the motion. Motion carried (6-0).

7. Reports

- a. Mayor's Report. The Mayor reported on the following:
- (1) The swearing-in ceremony and goodbyes are being rescheduled to December 9 as there are a few Councilmembers who will be on vacation at the end of the year.
 - (2) He would like to review next year's Council committee assignments at the December 9 meeting.
 - (3) Executive Services Director Laura Merrill announced the Numerica PAC has invited them (Mayor and Council) to the Festival of Trees Gala this weekend.
 - (4) She and Public Works Director Rob Jammerman had a recent meeting with Retail Strategies for the marketing of the North Wenatchee Avenue property. They will continue to keep the Council updated as it moves along.
 - (5) The Mayor and Executive Services Director Laura Merrill met with Parque Padrinos regarding Methow Park.
 - (6) He met with Council-Elect Top Rojanasthien last Friday.
 - (7) He attended the Wenatchee Downtown Association Board dinner last night.
 - (8) He and Councilmember Jose Cuevas attended the Police Citizens Academy graduation last night.
 - (9) The new infrastructure bill has a lot of funding for roads, bridges, sidewalks, etc. He wants to make sure we apply for funding so the city can receive its fair share.
- b. Reports/New Business of Council Committees

Councilmember Jose Cuevas and Councilmember Linda Herald attended another meeting for South Wenatchee transportation concerns. The meeting had great turnout and a lot of concerns were raised and safety is the main issue.

Councilmember Jim Bailey added that at a recent LINK board meeting information was provided about the infrastructure bill and sounds like the money won't be coming very quickly.

Councilmember Linda Herald said that Misawa is actively recruiting for next year's trip. The Mayor is planning to go and Councilmember Travis Hornby said he would like to go as well.

8. Announcements. None.

9. Adjournment. With no further business, the meeting adjourned at 6:58 p.m.

Attest:

Frank J. Kuntz, Mayor

Tammy L. Stanger, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Laura Merrill, Executive Services Director
Mayor's Office

MEETING DATE: December 2, 2021

I. SUBJECT

Housing Authority Board of Directors Reappointment of Elvis Garcia

II. ACTION REQUESTED

Staff recommends that the City Council approve Resolution No. 2021-36, re-appointing Elvis Garcia to the board of directors for the Housing Authority of Chelan County and the City of Wenatchee for a three-year term ending December 31, 2024.

III. OVERVIEW

The City of Wenatchee provides representation to the Housing Authority of Chelan County and City of Wenatchee Board (CCWHA). Elvis Garcia was appointed earlier this year to fill an unexpired term. Mr. Garcia is an active member of the Wenatchee community and was excited to be considered for this role and wishes to continue to serve on the Housing Authority board of directors. Staff recommends that the City Council adopt Resolution No. 2021-36 to approve the appointment of Elvis Garcia to the CCWHA for a three-year term ending December 31, 2024.

IV. FISCAL IMPACT

Not applicable.

VI. REFERENCE(S)

1. Resolution 2021-36

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Merrill, Executive Services Director
Brad Posenjak, Finance Director

RESOLUTION NO. 2021-36

A RESOLUTION, re-appointing a member to the board of directors for the Housing Authority of Chelan County and the City of Wenatchee for a three-year term.

WHEREAS, Elvis Garcia has expressed interest in being re-appointed for a three-year term to the board of directors for the Housing Authority of Chelan County and the City of Wenatchee; and

WHEREAS, the Housing Authority of Chelan County and the City of Wenatchee requested Elvis Garcia to be reappointed to the Board.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE makes the following re-appointment to the Housing Authority of Chelan County and the City of Wenatchee:

NAME & ADDRESS

Elvis Garcia
24 South Miller
Wenatchee, WA 98801

TERM EXPIRES

December 31, 2024

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 2nd day of December, 2021.

CITY OF WENATCHEE, a Municipal
Corporation

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Ryan Harmon, Project Engineer
Public Works Department

MEETING DATE: December 2, 2021

I. SUBJECT

City Project 2002 – Pershing and Poplar Sewer Extension
Authorization to Award Construction Contract

II. ACTION REQUESTED

Staff recommends that the City Council award the construction contract for the Pershing and Poplar Sewer Extension to Matia Contractors, Inc. and authorize the Mayor to sign the construction contract documents.

III. OVERVIEW

This project will extend City sewer service to Poplar Ave, Mulberry St and Pershing St. between McKittrick St. and Maple St. The improvements will include new sewer services, upgraded pavement and updated ADA curb ramps.

The project had a bid opening on November 18, 2021 and received 7 bids. Matia Contractors, Inc. from Ferndale, WA was the lowest responsive bidder at \$892,192.49 after tax. The advertised Engineer’s Estimate range after tax was \$950,000 to \$1,000,000.

IV. FISCAL IMPACT

The costs for this project were included in the 2022 Budget and will be funded entirely through Fund 405 - Sewer.

V. PROPOSED PROJECT SCHEDULE

The construction contract includes 50 working days. Notice to Proceed is expected to be given in Spring 2022 once the winter weather clears. Work is expected to be completed in Summer 2022.

VI. REFERENCE(S)

1. Bid Tabulation

VII. ADMINISTRATIVE ROUTING

Rob Jammerman, Public Works Director

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



Project No. 2002
 Bid Tabulation
 November 18, 2021

		Nonresponsive Low Bid									Responsive Low Bid															
Pershing and Poplar Sewer Extension		Engineer's Estimate			KRCI LLC			Matia Contractors, Inc.			Smith Excavation			J&K Earthworks			Selland Construction, Inc.			Pipkin Construction			Hurst Construction LLC			
Item #	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	% Difference	Unit Price	Total	% Difference	Unit Price	Total	% Difference	Unit Price	Total	% Difference	Unit Price	Total	% Difference	Unit Price	Total	% Difference	Unit Price	Total	% Difference
1	Minor Changes	EST.	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	0.0%	\$ 10,000.00	\$ 10,000.00	0.0%	\$ 10,000.00	\$ 10,000.00	0.0%	\$ 10,000.00	\$ 10,000.00	0.0%	\$ 10,000.00	\$ 10,000.00	0.0%	\$ 10,000.00	\$ 10,000.00	0.0%	\$ 10,000.00	\$ 10,000.00	0.0%
2	Roadway Surveying	L.S.	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	0.0%	\$ 10,585.00	\$ 10,585.00	-29.4%	\$ 10,585.00	\$ 10,585.00	-36.0%	\$ 8,000.00	\$ 8,000.00	-46.7%	\$ 10,000.00	\$ 10,000.00	-33.3%	\$ 15,000.00	\$ 15,000.00	0.0%	\$ 7,750.00	\$ 7,750.00	-48.3%
3	ADA Features Surveying	L.S.	1	\$ 2,500.00	\$ 2,500.00	\$ 3,700.00	\$ 3,700.00	48.0%	\$ 3,260.00	\$ 3,260.00	30.4%	\$ 3,500.00	\$ 3,500.00	40.0%	\$ 2,500.00	\$ 2,500.00	0.0%	\$ 1,500.00	\$ 1,500.00	-40.0%	\$ 2,900.00	\$ 2,900.00	16.0%	\$ 1,500.00	\$ 1,500.00	-40.0%
4	Record Drawings (51000 Min. Bid)	L.S.	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	0.0%	\$ 1,000.00	\$ 1,000.00	0.0%	\$ 1,000.00	\$ 1,000.00	0.0%	\$ 1,000.00	\$ 1,000.00	0.0%	\$ 1,000.00	\$ 1,000.00	0.0%	\$ 1,000.00	\$ 1,000.00	0.0%	\$ 1,000.00	\$ 1,000.00	0.0%
5	SPCC Plan	L.S.	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	0.0%	\$ 670.00	\$ 670.00	-33.0%	\$ 550.00	\$ 550.00	-45.0%	\$ 500.00	\$ 500.00	-50.0%	\$ 500.00	\$ 500.00	-50.0%	\$ 1,000.00	\$ 1,000.00	0.0%	\$ 500.00	\$ 500.00	-50.0%
6	Utility Potholing	EACH	6	\$ 500.00	\$ 3,000.00	\$ 500.00	\$ 3,000.00	0.0%	\$ 415.00	\$ 2,490.00	-17.0%	\$ 500.00	\$ 3,000.00	0.0%	\$ 600.00	\$ 3,600.00	20.0%	\$ 300.00	\$ 1,800.00	-40.0%	\$ 665.00	\$ 3,990.00	33.0%	\$ 900.00	\$ 5,400.00	80.0%
7	Mobilization	L.S.	1	\$ 82,600.00	\$ 82,600.00	\$ 25,800.00	\$ 25,800.00	-68.8%	\$ 83,375.00	\$ 83,375.00	0.9%	\$ 70,000.00	\$ 70,000.00	-15.3%	\$ 26,000.00	\$ 26,000.00	-68.5%	\$ 50,000.00	\$ 50,000.00	-39.5%	\$ 91,500.00	\$ 91,500.00	10.8%	\$ 48,000.00	\$ 48,000.00	-41.9%
8	Project Temporary Traffic Control	L.S.	1	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	20.0%	\$ 8,694.00	\$ 8,694.00	-13.1%	\$ 29,000.00	\$ 29,000.00	190.0%	\$ 19,000.00	\$ 19,000.00	90.0%	\$ 20,000.00	\$ 20,000.00	100.0%	\$ 35,000.00	\$ 35,000.00	250.0%	\$ 22,000.00	\$ 22,000.00	120.0%
9	Clearing and Grubbing	L.S.	1	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	400.0%	\$ 7,565.00	\$ 7,565.00	656.5%	\$ 7,500.00	\$ 7,500.00	650.0%	\$ 9,000.00	\$ 9,000.00	800.0%	\$ 2,500.00	\$ 2,500.00	150.0%	\$ 6,000.00	\$ 6,000.00	500.0%	\$ 20,500.00	\$ 20,500.00	1950.0%
10	Removal of Structures and Obstructions	L.S.	1	\$ 1,000.00	\$ 1,000.00	\$ 11,000.00	\$ 11,000.00	1000.0%	\$ 16,400.00	\$ 16,400.00	1540.0%	\$ 6,000.00	\$ 6,000.00	500.0%	\$ 15,000.00	\$ 15,000.00	1400.0%	\$ 10,000.00	\$ 10,000.00	900.0%	\$ 1,000.00	\$ 1,000.00	0.0%	\$ 6,400.00	\$ 6,400.00	540.0%
11	Sawcutting	LF.	8870	\$ 1.50	\$ 13,305.00	\$ 1.50	\$ 13,305.00	0.0%	\$ 4.60	\$ 40,802.00	206.7%	\$ 2.25	\$ 19,957.50	50.0%	\$ 1.50	\$ 13,305.00	0.0%	\$ 1.00	\$ 8,870.00	-33.3%	\$ 1.00	\$ 8,870.00	-33.3%	\$ 1.60	\$ 14,192.00	6.7%
12	Roadway Excavation Incl. Haul	C.Y.	1180	\$ 40.00	\$ 47,200.00	\$ 28.00	\$ 33,040.00	-30.0%	\$ 25.45	\$ 30,031.00	-36.4%	\$ 36.00	\$ 42,480.00	-10.0%	\$ 25.00	\$ 29,500.00	-37.5%	\$ 100.00	\$ 118,000.00	150.0%	\$ 41.00	\$ 48,380.00	2.5%	\$ 25.00	\$ 29,500.00	-37.5%
13	Crushed Surfacing Top Course	TON	1375	\$ 40.00	\$ 55,000.00	\$ 26.00	\$ 35,750.00	-35.0%	\$ 37.45	\$ 51,493.75	-6.4%	\$ 47.00	\$ 64,625.00	17.5%	\$ 35.00	\$ 48,125.00	-12.5%	\$ 40.00	\$ 55,000.00	0.0%	\$ 60.00	\$ 82,500.00	50.0%	\$ 41.00	\$ 56,375.00	2.5%
14	Crushed Surfacing Base Course	TON	276	\$ 50.00	\$ 13,800.00	\$ 26.00	\$ 7,176.00	-48.0%	\$ 38.10	\$ 10,515.60	-23.8%	\$ 47.00	\$ 12,972.00	-6.0%	\$ 75.00	\$ 20,700.00	50.0%	\$ 100.00	\$ 27,600.00	100.0%	\$ 150.00	\$ 41,400.00	200.0%	\$ 41.00	\$ 11,316.00	-1.8%
15	Planning Bituminous Pavement	S.Y.	2277	\$ 12.00	\$ 27,324.00	\$ 4.00	\$ 9,108.00	-66.7%	\$ 1.75	\$ 3,984.75	-85.4%	\$ 4.50	\$ 10,246.50	-62.5%	\$ 6.00	\$ 13,662.00	-50.0%	\$ 8.00	\$ 18,216.00	-33.3%	\$ 11.00	\$ 25,047.00	-8.3%	\$ 4.50	\$ 10,246.50	-62.5%
16	HMA C1 1/2" PG 64-28	TON	921	\$ 110.00	\$ 101,310.00	\$ 125.00	\$ 115,125.00	13.6%	\$ 120.15	\$ 110,658.15	9.2%	\$ 180.00	\$ 165,780.00	63.6%	\$ 179.00	\$ 164,859.00	62.7%	\$ 160.00	\$ 147,360.00	45.5%	\$ 110.00	\$ 101,310.00	0.0%	\$ 148.00	\$ 136,308.00	34.5%
17	Manhole 48 in. Diam. Type 1	EACH	11	\$ 4,600.00	\$ 50,600.00	\$ 6,500.00	\$ 71,500.00	41.3%	\$ 4,860.00	\$ 53,460.00	5.7%	\$ 5,500.00	\$ 60,500.00	19.6%	\$ 5,100.00	\$ 56,100.00	10.9%	\$ 5,000.00	\$ 55,000.00	8.7%	\$ 4,500.00	\$ 49,500.00	-2.2%	\$ 5,535.00	\$ 60,775.00	20.1%
18	Manhole 48 in. Diam. Type 3	EACH	2	\$ 4,600.00	\$ 9,200.00	\$ 6,500.00	\$ 13,000.00	41.3%	\$ 6,685.00	\$ 13,370.00	45.3%	\$ 5,000.00	\$ 10,000.00	8.7%	\$ 4,800.00	\$ 9,600.00	4.3%	\$ 4,500.00	\$ 9,000.00	-2.2%	\$ 4,200.00	\$ 8,400.00	-8.7%	\$ 5,200.00	\$ 10,400.00	13.0%
19	Manhole Additional Height 48 in. Diam. Type 1	LF.	8	\$ 350.00	\$ 2,800.00	\$ 300.00	\$ 2,400.00	-14.3%	\$ 295.00	\$ 2,360.00	-15.7%	\$ 400.00	\$ 3,200.00	14.3%	\$ 400.00	\$ 3,200.00	4.3%	\$ 250.00	\$ 2,000.00	-28.6%	\$ 150.00	\$ 1,200.00	-57.1%	\$ 145.00	\$ 1,160.00	-58.6%
20	Shoring or Extra Excavation Class B	L.S.	1	\$ 7,500.00	\$ 7,500.00	\$ 1,000.00	\$ 1,000.00	-86.7%	\$ 610.00	\$ 610.00	-91.9%	\$ 3,000.00	\$ 3,000.00	-60.0%	\$ 13,000.00	\$ 13,000.00	73.3%	\$ 1.00	\$ 1.00	-100.0%	\$ 2,500.00	\$ 2,500.00	-66.7%	\$ 6,000.00	\$ 6,000.00	-20.0%
21	Adjust Manhole	EACH	2	\$ 500.00	\$ 1,000.00	\$ 650.00	\$ 1,300.00	30.0%	\$ 2,275.00	\$ 4,550.00	355.0%	\$ 975.00	\$ 1,950.00	95.0%	\$ 1,100.00	\$ 2,200.00	120.0%	\$ 1,500.00	\$ 3,000.00	200.0%	\$ 700.00	\$ 1,400.00	40.0%	\$ 625.00	\$ 1,250.00	25.0%
22	Adjust Catch Basin	EACH	1	\$ 500.00	\$ 500.00	\$ 650.00	\$ 650.00	30.0%	\$ 2,005.00	\$ 2,005.00	301.0%	\$ 925.00	\$ 925.00	85.0%	\$ 850.00	\$ 850.00	70.0%	\$ 1,000.00	\$ 1,000.00	100.0%	\$ 700.00	\$ 700.00	40.0%	\$ 1,160.00	\$ 1,160.00	131.0%
23	Adjust Valve Box	EACH	10	\$ 450.00	\$ 4,500.00	\$ 300.00	\$ 3,000.00	-33.3%	\$ 645.00	\$ 6,450.00	43.3%	\$ 625.00	\$ 6,250.00	38.9%	\$ 650.00	\$ 6,500.00	44.4%	\$ 450.00	\$ 4,500.00	0.0%	\$ 750.00	\$ 7,500.00	66.7%	\$ 600.00	\$ 6,000.00	33.3%
24	PVC Sanitary Sewer Pipe 6 in. Diam.	LF.	1230	\$ 105.00	\$ 129,150.00	\$ 74.00	\$ 91,020.00	-29.5%	\$ 57.75	\$ 71,032.50	-45.0%	\$ 63.00	\$ 77,490.00	-40.0%	\$ 150.00	\$ 184,500.00	42.9%	\$ 120.00	\$ 147,600.00	14.3%	\$ 130.00	\$ 159,900.00	23.8%	\$ 140.00	\$ 172,200.00	33.3%
25	PVC Sanitary Sewer Pipe 8 in. Diam.	LF.	2288	\$ 105.00	\$ 240,240.00	\$ 114.00	\$ 260,832.00	8.6%	\$ 80.25	\$ 183,612.00	-23.6%	\$ 105.00	\$ 240,240.00	0.0%	\$ 90.00	\$ 205,920.00	-14.3%	\$ 95.00	\$ 217,360.00	-9.5%	\$ 124.00	\$ 283,712.00	18.1%	\$ 157.00	\$ 359,216.00	49.5%
26	Testing Sewer Pipe	LF.	3516	\$ 1.00	\$ 3,516.00	\$ 3.00	\$ 10,548.00	200.0%	\$ 1.95	\$ 6,856.20	95.0%	\$ 2.00	\$ 7,032.00	100.0%	\$ 1.00	\$ 3,516.00	0.0%	\$ 2.00	\$ 7,032.00	100.0%	\$ 1.50	\$ 5,274.00	50.0%	\$ 2.00	\$ 7,032.00	100.0%
27	Sewer Cleanout	EACH	14	\$ 500.00	\$ 7,000.00	\$ 400.00	\$ 5,600.00	-20.0%	\$ 610.00	\$ 8,540.00	22.0%	\$ 1,100.00	\$ 15,400.00	120.0%	\$ 1,500.00	\$ 21,000.00	200.0%	\$ 700.00	\$ 9,800.00	40.0%	\$ 1,000.00	\$ 14,000.00	100.0%	\$ 1,475.00	\$ 20,650.00	195.0%
28	Heavy Duty Cleanout Frame and Cover	EACH	2	\$ 800.00	\$ 1,600.00	\$ 625.00	\$ 1,250.00	-21.9%	\$ 350.00	\$ 700.00	-56.3%	\$ 300.00	\$ 600.00	-62.5%	\$ 750.00	\$ 1,500.00	-6.3%	\$ 85.00	\$ 170.00	-89.4%	\$ 650.00	\$ 1,300.00	-18.8%	\$ 600.00	\$ 1,200.00	-25.0%
29	Erosion Control and Water Pollution Prevention	L.S.	1	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	-60.0%	\$ 8,260.00	\$ 8,260.00	65.2%	\$ 7,000.00	\$ 7,000.00	40.0%	\$ 1,500.00	\$ 1,500.00	-70.0%	\$ 1,500.00	\$ 1,500.00	-70.0%	\$ 12,000.00	\$ 12,000.00	140.0%	\$ 720.00	\$ 720.00	-85.6%
30	Cement Conc. Traffic Curb and Gutter	LF.	270	\$ 70.00	\$ 18,900.00	\$ 75.00	\$ 20,250.00	7.1%	\$ 5.50	\$ 1,485.00	-92.1%	\$ 98.00	\$ 26,460.00	40.0%	\$ 95.00	\$ 25,650.00	35.7%	\$ 90.00	\$ 24,300.00	28.6%	\$ 100.00	\$ 27,000.00	42.9%	\$ 117.00	\$ 31,590.00	67.1%
31	Monument Case and Cover	EACH	3	\$ 750.00	\$ 2,250.00	\$ 500.00	\$ 1,500.00	-33.3%	\$ 535.00	\$ 1,605.00	-28.7%	\$ 400.00	\$ 1,200.00	-46.7%	\$ 1,200.00	\$ 3,600.00	60.0%	\$ 1,500.00	\$ 4,500.00	100.0%	\$ 850.00	\$ 2,550.00	13.3%	\$ 690.00	\$ 2,070.00	-8.0%
32	Cement Conc. Sidewalk	S.Y.	94	\$ 150.00	\$ 14,100.00	\$ 140.00	\$ 13,160.00	-6.7%	\$ 69.75	\$ 6,556.50	-53.5%	\$ 180.00	\$ 16,200.00	20.0%	\$ 215.00	\$ 20,210.00	43.3%	\$ 190.00	\$ 17,860.00	26.7%	\$ 120.00	\$ 11,280.00	-20.0%	\$ 176.00	\$ 16,544.00	17.3%
33	Cement Conc. Curb Ramp Type Perpendicular	EACH	5	\$ 2,250.00	\$ 11,250.00	\$ 1,750.00	\$ 8,750.00	-22.2%	\$ 9,035.00	\$ 45,175.00	301.6%	\$ 3,700.00	\$ 18,500.00	64.4%	\$ 4,200.00	\$ 21,000.00	86.7%	\$ 4,750.00	\$ 23,750.00	111.1%	\$ 2,000.00	\$ 10,000.00	-11.1%	\$ 2,740.00	\$ 13,700.00	21.8%
34	Plastic Crosswalk Line	S.F.	176	\$ 15.00	\$ 2,640.00	\$ 10.00	\$ 1,760.00	-33.3%	\$ 16.10	\$ 2,833.60	7.3%	\$ 24.00	\$ 4,224.00	60.0%	\$ 15.00	\$ 2,640.00	0.0%	\$ 10.00	\$ 1,760.00	-33.3%	\$ 9.00	\$ 1,584.00	-40.0%	\$ 9.00	\$ 1,584.00	-40.0%
35	Plastic Stop Line	LF.	30	\$ 30.00	\$ 900.00	\$ 20.00	\$ 600.00	-33.3%	\$ 18.50	\$ 555.00	-33.3%	\$ 48.00	\$ 1,440.00	60.0%	\$ 15.00	\$ 450.00	-50.0%	\$ 20.00	\$ 600.00	-33.3%	\$ 18.00	\$ 540.00	-40.0%	\$ 18.00	\$ 540.00	-40.0%
36	Landscape Restoration	EST.	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	0.0%	\$ 10,000.00	\$ 10,000.00	0.0%	\$ 10,000.00	\$ 10,000.00	0.0%	\$ 10,000.00	\$ 10,000.00	0.0%	\$ 10,000.00	\$ 10,000.00	0.0%	\$ 10,000.00	\$ 10,000.00	0.0%	\$ 10,000.00	\$ 10,000.00	0.0%
Subtotal:					\$907,685.00		\$21,124.00	-9.5%	\$821,561.00		\$966,542.00	6.7%	\$977,687.00	7.7%	\$1,023,079.00	12.7%	\$1,085,237.00	19.6%	\$1,104,778.50	21.7%						
Sales Tax:				8.60%	\$78,060.91	8.60%	\$70,616.66	8.60%	\$70,652.44	8.60%	\$83,294.61	8.60%	\$84,081.08	8.60%	\$87,984.79	8.60%	\$93,330.38	8.60								



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Jeremy Hoover, P.E., Senior Engineer, Utilities
Department of Public Works

MEETING DATE: December 2, 2021

I. SUBJECT

Wastewater Treatment Plant Blower Building Improvements – Project No. 2106
Authorization to Negotiate Design Services with Jacobs Engineering Group, Inc.

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to negotiate with Jacobs Engineering Group, Inc. for design services for the Wastewater Treatment Plant Blower Building Improvements - Project No. 2106 and further authorize the Mayor to sign a contract on behalf of the City.

III. OVERVIEW

The City's Wastewater Treatment Plant (WWTP) is a Class III, activated sludge plant with a nominal design flow capacity of 5.5 MGD and peak hour flows approaching 10.5 MGD. After screening and routing through a Primary Clarifier, liquid wastewater is pumped to the aeration basins where it is oxygenated before being directed to the Secondary Clarifiers. Air is supplied by three large, oversized and aging blower motors and fan assemblies originally designed to supply not only the old aeration basins, but the Dissolved Air Flocculation (DAF) units that were retired and removed decades ago.

At present, replacement of existing, obsolete equipment is necessary. The single-speed, high-horsepower motors will be replaced with variable frequency drive and fan units providing appropriate air volumes to the aeration diffusers. Associated electrical panel replacement will be necessary to accommodate a modern controller network. Additional improvements will include installation of flow control gates on the junction box / vault through which effluent is routed from the aeration basins to the secondary clarifiers.

Beyond the need for replacement of the aged infrastructure, this is also an energy efficiency project. Staff has been working closely with the Chelan County PUD and Cascade Energy to identify potential energy-related cost savings throughout the WWTP. One of the end results of this project will be significantly improved energy efficiency via reduced power consumption by the modernized components.

IV. FISCAL IMPACT

This project was approved by Council on February 25, 2021. The project is funded by fund 405-Sewer. The consultant contract cost, although higher than what was initially proposed in the February 2021 budget amendment, will not affect the amount of the currently approved, total project budget at this time.

As the project has an energy efficiency component, it is expected to qualify for partial reimbursement from the Chelan County PUD. Those revenues will help to offset the additional project costs associated with the design efforts in addition to mitigating some of the construction costs. The exact amount of PUD-reimbursable funding will be contingent on the final design configuration and power consumption rates of the new fan and motor assemblies.

Approved Project Budget	
Task	Amount
Design Engineering	\$127,000
Construction	\$600,000
Construction Engineering	\$60,000
Art Fund	\$6,000
TOTALS	\$ 793,000

V. PROPOSED PROJECT SCHEDULE

Design duration is anticipated to be 10 - 11 months. Construction is anticipated to begin in the Spring of 2023.

VI. REFERENCE(S)

Current Capital Project Budget Sheet

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
 Rob Jammerman, Public Works Director
 Jessica Shaw, Deputy Public Works Director
 Gary Owen, City Engineer
 Natalie Thresher, Financial Analyst
 Laura Merrill, Executive Services Director
 Brad Posenjak, Finance Director



PROFESSIONAL SERVICES AGREEMENT WWTP Blower Building Improvements

The City of Wenatchee, Washington, a municipal corporation ("City") and Jacobs, whose address is 999 W. Riverside Ave., #500, Spokane, WA 99201 ("Consultant"), agree and contract as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment A to this Agreement, which attachment is incorporated herein by reference.
- B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance normally provided by and expected of professional persons performing services similar to or like those to be performed hereunder

II. COMPENSATION

- A. The total compensation to be paid to Consultant for completion of these services shall not exceed \$250,000, 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 30 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.

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 Project Manager 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 not later than Dec 30, 2022.

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 defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement "Excluding its liability to third parties for bodily injury and property damage, the total aggregate liability of Consultant arising out of the performance or breach of this agreement shall not exceed the total insurance policy limits required of Consultant under this Agreement. Notwithstanding any other provision of this Agreement, Consultant and City shall have no liability to each other for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however the same may be caused. The limitations and exclusions of liability set forth in this section shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of Consultant or CITY or their respective subconsultants."

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.

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, 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. 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.
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 included 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. Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a 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 of \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits of \$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 ten 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.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall 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

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: 

By: _____
Frank Kuntz, Mayor

Date: 11/8/2021

Date: _____

Attachment A

City of Wenatchee, Washington

WWTP Blower Building Improvements Project

Scope of Work

Introduction

Blower-Related Project Components

The Wenatchee Wastewater Treatment Plant (WWTP) has three 300 HP blowers with capacity of 5,500 SCFM each, resulting in a firm capacity of 11,000 SCFM. The blowers were installed in 1991 when the aeration basins had coarse bubble diffusers only. The newer fine bubble diffusers are much more efficient, so only one blower at a time is used currently and the single blower often provides more air than needed to maintain sufficient aeration basin DO. To increase the energy efficiency of the blower system, the City of Wenatchee (City) would like to explore adding VFDs to the existing blowers, as well as alternate energy saving blower technologies.

The planned Blower Project could include VFDs, controls, and header pipe improvements. Replacing the blower electrical equipment/panels will also be considered because the existing equipment is dated and poses challenges for operations staff. The Blower Building lacks air conditioning, which is a concern for equipment and working conditions, so improvements to Blower Building HVAC will be evaluated in the context of the overall energy efficiency of the facility.

Other Project Components

Other project components include:

- Replacing the 1970s-era sluice gates at the aeration basin effluent splitter box through which aeration basin effluent is routed to the secondary clarifiers. These gates do not close properly which prevents isolation of a secondary clarifier. The splitter box will be retrofitted with new manually operated watertight gates to safely allow isolation of a clarifier.
- Alleviating potential flooding at the W1 skid in the tank room in the Blower Building, most likely by adding a sump pump system. The W1 skid has overflowed in the past and the room didn't drain properly resulting in a flood. The chemical tanks in the room must be considered when designing a system for alleviating flooding.

Design Approach

Task 1 of the WWTP Blower Building Improvements Project (Blower Project) includes a site assessment to document and identify the specific blower-related items to be replaced and generating a technical memorandum (TM) to detail evaluation of potential alternatives for equipment, controls, power utilization savings, and electrical improvements to appropriately supply air required by the aeration

basins. The Blower Project could include blower replacement, motor replacement or both. The Blower Evaluation TM will document the final scope of the Blower Project and will provide information to the Chelan County PUD for use in an overall energy utilization evaluation and possible reimbursement of Blower Project costs via the PUD's energy efficiency program.

Tasks 2 and 3 are the final-design related tasks associated with the Blower Project. The initial scope and budget assume a design that consists of blower replacement, new blower electrical/controls, and new gates at the existing aeration basin effluent. The initial scope also includes design air conditioning to maintain temperatures for new electrical equipment and addition of a sump pump system in the Blower Building.

Overall Project Assumptions

The initial scope presented herein will be updated after Task 1 is complete.

Division 00 specifications will be based on Engineers Joint Contract Documents Committee (EJCDC); other specifications will be based on Jacobs master specifications.

This final design portion of this project (Task 3) will not exceed 6 months in duration.

Existing control panels have sufficient spare I/O terminals or space to add them.

The scope includes the following:

- Design of up to three new blowers, 300 horsepower or less each
- Electrical modifications related to the blower system
- Instrumentation and Controls associated with the new blowers. Blowers will be controlled to maintain an air header pressure setpoint.
- New electrical equipment in the Blower Building Control Room for the blowers
- Air conditioning in the Blower Building to maintain temperatures required for electrical equipment and staff comfort
- Plumbing and Structural work associated with adding a sump pump wet well in the floor of the chemical tank room
- Structural work to repair concrete at the aeration basin effluent splitter box
- New gates at aeration basin splitter box

The scope does not include:

- Civil and/or drainage design
- Electrical modifications other than those specifically listed
- Control modifications other than those specifically listed
- Design of new control panel(s)
- Software programming to integrate new equipment into the existing control system
- Electrical design of primary electrical service
- Modifications to building, such as a roof hatch, structural re-design or adding insulation, other than those listed above
- Structural modifications to meet current seismic, fire and building codes
- Equipment prepurchase documents and evaluation

- Services During Construction and startup services

Task 1 Blower Alternatives Analysis and Blower Evaluation TM

The following tasks make up the scope of work necessary to complete a Blower Evaluation TM that will document the scope of the Blower Project, provide information to the Chelan County PUD for use in an overall energy utilization evaluation.

Task 1.1 Data Gathering

Jacobs shall:

- Review historical air usage to gain an understanding of current air requirements and confirm design requirements for such factors as redundancy, operational flexibility, environmental conditions, current process, and future potential process modifications
- Review existing plant operating data including energy used by mixed liquor aeration blowers, aeration/treatment process data, historical blower data, blower curves, and treatment plant current flows and loadings data
- Confirm optimized aeration air requirements (scfm) and mixing requirements for plant flows and loadings (based on current aeration basin configuration)
- Provide a site visit by a process engineer to evaluate the existing blower system and identify specific blower-related items to be replaced
- Provide a site visit by an electrical engineer to evaluate the existing blower electrical system and identify items to be replaced

Assumptions:

- The design criteria and air requirements presented in the 2016 Wastewater Treatment Facilities Plan are adequate for the next 20 years. Process calculations to determine air requirements are not included in this scope.
- The City will provide the following information: treatment process data, blower curves, blower operations data, blower energy usage, Blower Building drawings
- Process engineer site visit will be 6 hours including preparation and visit summary and will be performed by Jacobs staff on site for the WWTP Facilities Plan Project.
- Electrical engineer site visit will be 20 hours including travel time.

Deliverable:

- Data request list
- Site visit summary memo

Task 1.2 Blower Alternatives Analyses

Jacobs shall conduct an alternatives analysis to identify and evaluate alternatives for improving blower system energy efficiency and recommend a preferred alternative.

The alternatives will include the following:

- Replacing the existing blower motors with variable speed motors and drives
- Replace all or some of the existing air blower equipment with newer, more efficient equipment. The three blower technologies to be evaluated are:

- Multistage Centrifugal – current technology
- Single Stage Centrifugal
- High-Speed Turbo (HST)

The analysis will consider energy consumption, relative capital costs, age and condition of existing equipment, and other factors related to the aeration basin air requirements.

The analysis will consider different HVAC needs associated with different blower technologies and heat generated by variable speed drives. Energy code requirements that may result in the need to add insulation to the building will also be considered.

Through the use of selection criteria incorporated into an Alternatives Comparison Matrix, Jacobs will work with the City to select the best apparent alternative for the aeration blowers. The Alternative Comparison Matrix will include a summary description of the alternative, relative construction cost, energy efficiency, maintenance costs, and other factors that the City and Jacobs jointly develop, such as reliability, parts availability, service shop access, complexity, and durability.

Assumptions:

- Relative costs of alternative based on Jacobs historical cost data will be used to compare alternatives.
- Power savings/energy utilization calculations be based upon the design conditions presented in the 2016 Wastewater Treatment Facilities Plan and will include the following for the existing blower system and the preferred alternative:
 - Estimates of annual average and peak kW power demand
 - Estimated of total annual kWh energy used
- No CAD work is included. Figures as required to present alternatives will be catalog cuts, marked-up PDFs and photographs.

Deliverable:

- Alternatives Analysis Write-up, with Alternatives Comparison Matrix, to be included in the Blower Evaluation TM described in Task 1.3.

Task 1.3 Blower Evaluation Technical Memorandum

Jacobs will coordinate with the City to develop a Blower Evaluation TM that details potential alternatives for equipment, controls, power utilization savings, and air flow routing to appropriately supply the diffusers in the aeration basins. The TM will also provide information to the Chelan County PUD for use in an overall energy utilization evaluation. The TM will include:

1. Blower Project Requirements: Summary of performance objectives
2. Alternative Selection Process and Selection Matrix: Summarize alternatives evaluation and criteria, including energy consumption/efficiency of alternatives
3. Discussion of known operability or constructability issues that may impact design
4. Preferred alternative for blower improvements

Assumptions:

- Figures as required to present alternatives will be catalog cuts, marked-up PDFs and photographs.
- One electronic, searchable and bookmarked PDF of the Blower Evaluation TM will be provided to the City.

- The draft TM will be revised and finalized once.

Deliverables:

- Electronic Draft and Final Blower Evaluation TM

Task 2: Schematic Design

Task 2.1 Aeration Basin Modifications TM

Determine design requirements for replacing the sluice gates at the aeration basin effluent splitter box.

Provide a technical memorandum with design criteria for mechanical and structural work required at the aeration basins effluent splitter box.

Task 2.2 HVAC/Plumbing Evaluation and TM

Determine design requirements for:

- Air conditioning in the Blower Building as required for new electrical equipment, including variable frequency drives.
- Adding a sump and sump pump to the basement of the Blower Building to provide drainage in the event of a spill or overflow event. The containment of chemical tanks will be considered in this evaluation.

Provide a technical memorandum with design criteria for HVAC/Plumbing work required in the Blower Building.

Task 2.3 Sketches, Photographs and Catalog Cuts

Sketches, photographs and catalog cuts will be provided to support the technical memorandums and to help describe required demolition and new work.

Task 2.4 Basis of Design Table

Jacobs will coordinate with the City to develop a Basis of Design Table (BODT) that compiles information in the technical memorandums from Tasks 1.3, 2.1, and 2.2. The BODT will be used to document the design criteria, assumptions, technical constraints, and preferences that will be used for final design of the Blower Project, including the other project components. The BODT shall include:

1. Project Requirements: Summary of performance objectives
2. Summary of preliminary design criteria for the blower system and other project component equipment, electrical, I&C, HVAC, and structural
3. Project Assumptions and Constraints

Task 2 Assumptions:

- This task will result in approximately 30% level of design
- The Schematic Design will build upon the Blower Evaluation TM included in Task 1 and will not revisit decisions and recommendations presented in the Blower Evaluation TM.
- Alternatives analysis is not included in this task.
- The draft BODT will be revised and finalized once.

Task 2 Deliverables:

- Electronic Draft and Final Blower Project BODT - one electronic, searchable and bookmarked PDF
- Electronic Draft and Final Blower Project Figures - sketches, catalog cuts and/or photographs of the work to be done. No CAD drawings will be created for this task.
- Engineers' opinion of cost to confirm project budget

Task 3: Final Design (BODT to 100%)

Task 3.1 30% Drawings

CAD drawings that are 30% complete describing the work defined in the Task 2 BODT. Deliverable will include a plan and section that describes the work in each area, a PID and control diagram that describes the control work, and cut sheets for any new equipment, major valves and gates. Deliverable will be one electronic, searchable and bookmarked PDF of the drawings and cut sheets. Drawings will not be stamped and signed.

Task 3.2 60% In-Progress Drawings

A snapshot of CAD drawings that are approximately 60% complete describing the work defined in the Task 2 BODT. Deliverable will include a review session on MS Teams to review each drawing. There will be no package delivered or in-person workshop. Drawings will not be stamped and signed.

Task 3.3 90% Drawings and Specifications

CAD drawings and specifications that are 90% complete describing the work defined in the Task 2 BODT. Deliverable will be all drawings and specifications required to build the work. Deliverable will be one electronic, searchable and bookmarked PDF of the document. Drawings and specifications will not be stamped and signed.

Task 3.4 100% Construction Documents

Final construction documents, stamped and signed ready for construction. Deliverable will be one electronic, searchable and bookmarked PDF of the stamped and signed documents, and electronic CAD drawings as needed by the Owner for archiving purposes.

Task 4: Project Management and Coordination

Jacobs will perform project management activities including monitoring and administration duties, participation in regularly scheduled progress meetings with the City, and project quality assurance and quality control (QA/QC) activities, as needed. Monthly progress reports and progress billings will be prepared in Jacobs standard format.

Assumptions:

- Coordination meetings with City's project manager and Jacobs project manager will take place every two weeks, on average, over the course of design phase of the project.
- Coordination meetings will take place virtually or via phone.
- No additional meetings or other coordination tasks with the City and/or other stakeholders are included in this scope of work.

- The total project duration of this project will not exceed 10 months.

Deliverables:

- Monthly invoices and brief progress reports
- Coordination meeting agenda and notes

Schedule

The Draft Blower Project TM will be submitted to the City 4 months after notice to proceed. The Final Blower Project TM will be submitted to the City a month after City comments are received. Task 3 will be completed in 6 months or less.

A Blower Project schedule will be developed by Jacobs and will be provided to the City at the initiation of the Final Design of the Blower Project (Task 3). This schedule will define key interim milestones and help with scheduling and coordination of meetings and reviews.

Compensation

The estimated fee to complete the Scope of Work is shown in Table 1. This scope of work will be performed on a time and materials basis not to exceed \$250,000. The estimated fee serves as the Not to Exceed Budget for the contract.

Assumptions:

- The Tasks 2 through 4 budgets below are based on assumptions about the scope of the design (see discussion of initial scope in the *Overall Project Assumptions* section above). The scope and budgets will be updated after completion of Task 1.
- Once the updated design scope and budget for Tasks 2 through 4 are determined, the budget will be managed at the project level, not at the task level
- The Blower Project design will be completed in 2022.

TABLE 1

Wenatchee WWTP Blower Project - Budget

Task	Estimated Hours	Total
Task 1 Blower Alternatives Analysis and Blower Evaluation TM	200	\$38,000
Task 2 Schematic Design	254	\$46,500
Task 3 Final Design (BODT to 100%)	756	\$140,500
Task 4 Project Management and Coordination	128	\$25,000
Total Budget	1338	\$250,000

**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0437153 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071	1-212-948-1306	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No): 1-212-948-1306
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 1000 Wilshire Blvd., Suite 2100 Los Angeles, CA 90017		INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22667	

COVERAGES

CERTIFICATE NUMBER: 63745735

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G72493503	07/01/21	07/01/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25545631	07/01/21	07/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WLR C67817540 STOP-GAP COV	07/01/21	07/01/22	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY			EON G21655065 012	07/01/21	07/01/22	PER CLAIM/PER AGG 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT MGR: Greta Gilman. RE: Wenatchee WWTP Blower Project. CONTRACT END DATE: 12/31/2022. SECTOR: Public. City of Wenatchee is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. Coverage is primary and certificate holder's insurance is excess and non-contributory. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER

City of Wenatchee
301 Yakima
Wenatchee, WA 98807
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE

11/08/2021

NAME OF INSURED: Jacobs Engineering Group Inc.

ADDITIONAL INSURED - AUTOMATIC STATUS

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 144
Policy Symbol HDO	Policy Number G72493503	Policy Period 07/01/2021 TO 07/01/2022	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization: Any person or organization for whom any Named Insured is required by written contract or agreement to provide insurance, entered into prior to the loss, where such written contract or agreement does not expressly identify a particular Insurance Service Organization Form to be applied to their additional insured status.

Who Is An Insured (Section II) includes as an additional insured the person or organization shown in the Schedule, but the insurance shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided such additional insured exceed the scope of the coverage and/or limits required by said contract or agreement; and, if such additional insured's scope of coverage is not expressly stated in such contract or agreement, then such coverage is limited to the additional insured's vicarious liability to the extent directly caused by the Named Insured's negligence during the Named Insured's ongoing operations. This insurance shall be primary insurance to the extent required by said contract or agreement, and any other insurance or self-insurance maintained by such person or organization shall be noncontributory with the insurance provided hereunder to the extent specified in said contract agreement.

Where the contract or agreement provides that the additional insured's scope of coverage is for the Named Insured's indemnity obligations under such contract or agreement, then such coverage shall be limited to the extent such indemnity obligations are enforceable under applicable law.

Notwithstanding the foregoing sentence, in no event shall the insurance provided such additional insured exceed the scope of coverage required by said contract or agreement

Notwithstanding anything to the contrary, the coverage provided an additional insured under this endorsement shall be limited to the minimum coverage limits required to be provided by the Named Insured under the written contract or agreement.

ADDITIONAL INSURED - DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 183
Policy Symbol ISA	Policy Number H25545631	Policy Period 07/01/2021 TO 07/01/2022	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.-Project and/or Contract: All projects and/or contracts where you perform work for such additional insured pursuant to any such written contract.

A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your "employees" or agents.
3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

C. With respect to the insurance afforded to these additional insureds, the following applies:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

If such additional insured's scope of coverage is not expressly stated in a contract or agreement, then such coverage is limited to the additional insured's vicarious liability to the extent directly caused by the Named Insured's negligence during the Named Insureds ongoing operations. This insurance shall be primary insurance to the extent required by said contract or agreement, and any other insurance or self-insurance maintained by such person or organization shall be noncontributory with the insurance provided hereunder to the extent specified in said contract agreement.

Where the contract or agreement provides that the additional insured's scope of coverage is for the named insured's indemnity obligations under such contract or agreement, then such coverage shall be limited to the extent such indemnity obligations are enforceable under applicable law.



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Cliff Burdick, Building/Fire Code Official

MEETING DATE: December 2, 2021

I. SUBJECT

Code Enforcement Board Re-appointments: Adriana Farnsworth and Emilka Furmanczyk.

II. ACTION REQUESTED

Staff recommends the City Council pass Resolution No. 2021-39 designating the re-appointments of Adriana Farnsworth and Emilka Furmanczyk to the Code Enforcement Board for two- year terms ending December 31, 2023.

III. OVERVIEW

The City of Wenatchee Code Enforcement Board consists of 5 members appointed by a majority of the Wenatchee City Council. Board members serve two-year terms. Board members Adriana Farnsworth and Emilka Furmanczyk terms end on December 31, 2021. Both board members have expressed an interest in serving another term.

IV. FISCAL IMPACT

None

V. REFERENCE(S)

1. Resolution No. 2021-39
2. Board Applications

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Merrill, Executive Services Director
Brad Posenjak, Finance Director

RESOLUTION NO. 2021-39

A RESOLUTION, reappointing members to the Wenatchee Code Enforcement Board for two (2) year terms.

WHEREAS, Emilka Furmanczyk and Adriana Farnsworth expressed an interest in continuing to serve as members of the Wenatchee Code Enforcement Board for two year terms.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE makes the following reappointments to the Wenatchee Code Enforcement Board for the term noted:

<u>NAME & ADDRESS</u>	<u>TERM EXPIRES</u>
Emilka Furmanczyk 1044 Surry Road Wenatchee, WA 98801	December 31, 2023
Adriana Farnsworth 1108 Kittitas Wenatchee, WA 98801	December 31, 2023

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a special meeting thereof this 2nd day of December, 2021.

CITY OF WENATCHEE, a Municipal
Corporation

By _____
FRANK J. KUNTZ, Mayor

ATTEST:

By _____
TAMMY L. STANGER
City Clerk

APPROVED:

By _____
STEVE D. SMITH
City Attorney



City of Wenatchee
Volunteer Commission and Board Application

COMMISSION/BOARD INFORMATION

Board (s) I would like to be considered for: (If more than one, please rank them in order of preference)

- | | |
|--|---|
| <input type="checkbox"/> Arts, Recreation & Parks Commission | <input type="checkbox"/> Greater Wenatchee Regional Events Center PFD Board |
| <input type="checkbox"/> Cemetery Advisory Board | <input type="checkbox"/> Historic Preservation Board |
| <input type="checkbox"/> Civil Service Board | <input type="checkbox"/> Lodging Tax Advisory Committee |
| <input checked="" type="checkbox"/> Code Enforcement Board | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Diversity Advisory Committee | <input type="checkbox"/> Tourism Promotion Area Board |

APPLICANT INFORMATION

City of Wenatchee Resident Yes No

Residency Requirement: Applicants must reside within the City Limits of Wenatchee except the Arts Commission, Diversity Advisory Committee, Historic Preservation Board, and the Parks & Recreation Advisory Board

Last Name: Farnsworth First Name: Adriana Initial: _____

Physical Address: 1108 Kittitas st City: Wenatchee Zip: 98801

Mailing Address: Same above City: _____ Zip: _____

Day Phone: (509) 665-9598 Evening Phone: 665-0450

E-mail: adrianaworth@hotmail.com Years lived in Wenatchee Valley: 25

Occupation: Retailer Years of Experience: 14 y

Work Address: 617 mothow st City: wenatchee Zip: 98801

Education and Formal Training: college

Have you ever been convicted of a felony or released from prison? Yes No

(A conviction record will not necessarily bar you from serving. Factors such as the nature and gravity of the crime, the length of time that has passed since the conviction and/or completion of any sentence, and the nature of the position for which you have applied will be considered.)

Volunteer/Community Experience:

- | | |
|--------------------------------|--------------------------|
| Organization and Duties: _____ | Length of Service: _____ |
| Organization and Duties: _____ | Length of Service: _____ |
| Organization and Duties: _____ | Length of Service: _____ |
| Organization and Duties: _____ | Length of Service: _____ |
| Organization and Duties: _____ | Length of Service: _____ |

Skills/Special Interests: Community Events organizer
Help the community to find their way of living on USA

Experience related to the Commission/Board: _____

Why are you seeking this appointment? _____

Would any conflict of interest be created as a result of your appointment? Yes No

If yes, please explain: _____

REFERENCES

Name: David Gerlach
Address: _____ City: _____ Zip: _____
Phone: (509) 888-3260 Email: dgerlach@wenatchee.wa.gov
Occupation: Code Compliance Inspector Years known: _____

Name: Yolanda Garcia
Address: 1350 McKittrick St City: Wenatchee Zip: 98807
Phone: (509) 888-3266 Email: Ygarcia@wenatchee.wa.gov
Occupation: Code Enforcement coordinator Years known: _____

Name: _____
Address: _____ City: _____ Zip: _____
Phone: _____ Email: _____
Occupation: _____ Years known: _____

AFFIDAVIT OF APPLICANT

I, Adriana Farnsworth, do hereby certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief. I also understand that this completed application may be made available for public inspection.

Adriana Farnsworth 6-29-16
(Signature) _____
Date: _____




**City of Wenatchee
Volunteer Board, Commission and Committee Responsibilities**

To be selected and serve as a City of Wenatchee volunteer Board, Commission or Committee Member is a high honor and provides an unusual opportunity for genuine public service. Although the specific duties of each of the City's Boards vary widely with the purpose for which they are formed, there are certain responsibilities that are common to all members. As a volunteer Board, Commission or Committee representative of the City of Wenatchee, I agree to:

1. Understand my role and scope of responsibility. I will be informed of the individual group's scope of responsibility and operating procedures.
2. Represent the majority views of the group. Individual "opinions" to the public and press are discouraged, and, if given, must be identified as such.
3. Practice open and accountable government. I will be as open as possible about my decisions and actions, and also protect confidential information.
4. Represent the public interest and not special interest groups.
5. Not make decisions in order to gain financial or other benefits for myself, my family, or friends.
6. Serve as a liaison between the City and its citizens and can help reconcile contradictory viewpoints and to build a consensus around common goals and objectives. I will serve as a communication link between community, staff, and City, representing City programs and recommending and providing a channel for citizen expression.
7. Understand my role as a supportive relationship with the City Council and City staff and to follow the proper channel of communication through the designated staff person providing support for the group.
8. Do my homework and be thorough in recommendations. I will review agenda items under consideration prior to the meeting in order to be fully prepared to discuss, evaluate, and act on all matters scheduled for consideration. My conclusions will be based on careful preparation to strengthen the value of the group's recommendation.
9. Adhere to the highest standards of integrity and honesty in all endeavors and strive to safeguard the public trust. I shall announce any direct or remote conflict of interests prior to the discussion (RCW 42.36).
10. Understand that my authority is limited to decisions made by the group, and that in most cases, the decisions are advisory.
11. Understand that in my role I recommend policy while administrators and staff carry out approved policy.
12. Establish a good working relationship with fellow group members. I will respect individual viewpoints and allow other members time to present their views fully before making comments. I will be open and honest and welcome new members.
13. Not use or involve my membership in the conduct of political activities. However, I am not restricted from participating in political activities outside of my involvement in the group.

I hereby pledge to be positive in my role as a volunteer with the City and accept responsibility for my participation.

Signed:  Date: 6-29-16



City of Wenatchee
Volunteer Commission and Board Application

COMMISSION/BOARD INFORMATION

Board (s) I would like to be considered for: (If more than one, please rank them in order of preference)

- | | |
|--|---|
| <input type="checkbox"/> Arts Commission | <input type="checkbox"/> Greater Wenatchee Regional Events Center PFD Board |
| <input type="checkbox"/> Cemetery Advisory Board | <input type="checkbox"/> Historic Preservation Board |
| <input type="checkbox"/> Civil Service Board | <input type="checkbox"/> Lodging Tax Advisory Committee |
| <input checked="" type="checkbox"/> Code Enforcement Board | <input type="checkbox"/> Parks and Recreation Advisory Board |
| <input type="checkbox"/> Diversity Advisory Committee | <input type="checkbox"/> Planning Commission |
| | <input type="checkbox"/> Tourism Promotion Area Board |

APPLICANT INFORMATION

Last Name: Furmanczyk First Name: Emilka Initial: S

Mailing Address: 1044 Surry Rd. City: Wenatchee Zip: 98801

*Residency Requirement: Applicants must reside within the City Limits of Wenatchee
except the Arts Commission, Diversity Advisory Committee, Historic Preservation Board, and the Parks & Recreation Advisory Board*

Day Phone: 509-710-5398 Evening Phone: Same

E-mail: eskfurmanczyk@gmail.com Years lived in Wenatchee Valley: 4

Occupation: Please see CV for work history Years of Experience: Please see CV

Work Address: _____ City: _____ Zip: _____

Education and Formal Training: BS Chemistry/Biochemistry - Whitworth University 2004

Have you ever been convicted of a felony or released from prison? Yes No
(A conviction record will not necessarily bar you from serving. Factors such as the nature and gravity of the crime, the length of time that has passed since the conviction and/or completion of any sentence, and the nature of the position for which you have applied will be considered.)

Volunteer/Community Experience:

- Organization and Duties: Chelan Douglas Land Trust / Education Committee Length of Service: 1 yr.
- Organization and Duties: Wenatchee Mom's Meetup.com group / Founder & Organizer (130+ moms) Length of Service: 2 yrs.
- Organization and Duties: Rental Association of Wenatchee / Member Length of Service: 6 mo.
- Organization and Duties: North Central Washington Beekeepers Association / Apiarist Length of Service: 1 yr.
- Organization and Duties: American Lung Association / Master Home Environmentalist Length of Service: 2 yrs.
- Skills/Special Interests: Ability to work with a variety groups/vendors/businesses.

Experience related to the Commission/Board: I have experience in a variety of different work environments from research and clinical laboratories which required strict adherence to procedures and rules to direct sales, fundraising and event organization that demanded a flexible common sense approach. This breadth of experience will serve well in carrying out the function of the Code Enforcement Board.

Why are you seeking this appointment? Enjoy being part of the community, giving back to the community and making it a better place for all.

Would any conflict of interest be created as a result of your appointment? Yes No

If yes, please explain: _____

REFERENCES

Name: Susan Ballinger
Address: 2009 Skyline Dr. City: Wenatchee Zip: 98801
Phone: 509-664-8955 Email: skylinebal@gmail.com
Occupation: Educator - Wenatchee Naturalist Years known: 4 yrs.

Name: Andy Dappen
Address: 2332 Westview Dr. City: Wenatchee Zip: 98801
Phone: 509-663-7027 Email: adappen@charter.net
Occupation: WenatcheeOutdoors.com , Content Editor and Writer Years known: 4 yrs.

Name: Sharon Lunz
Address: 18 North Wenatchee Avenue City: Wenatchee Zip: 98801
Phone: 509-667-9708 Email: sharon@cdlandtrust.org
Occupation: Communication & Development Director Years known: 1 yr.

AFFIDAVIT OF APPLICANT

I, Emilka Furmanczyk, do hereby certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief. I also understand that this completed application may be made available for public inspection.

Emilka Furmanczyk
(Signature)
Date: 3/23/2015



**City of Wenatchee
Volunteer Board, Commission and Committee Responsibilities**

To be selected and serve as a City of Wenatchee volunteer Board, Commission or Committee Member is a high honor and provides an unusual opportunity for genuine public service. Although the specific duties of each of the City's Boards vary widely with the purpose for which they are formed, there are certain responsibilities that are common to all members. As a volunteer Board, Commission or Committee representative of the City of Wenatchee, I agree to:

1. Understand my role and scope of responsibility. I will be informed of the individual group's scope of responsibility and operating procedures.
2. Represent the majority views of the group. Individual "opinions" to the public and press are discouraged, and, if given, must be identified as such.
3. Practice open and accountable government. I will be as open as possible about my decisions and actions, and also protect confidential information.
4. Represent the public interest and not special interest groups.
5. Not make decisions in order to gain financial or other benefits for myself, my family, or friends.
6. Serve as a liaison between the City and its citizens and can help reconcile contradictory viewpoints and to build a consensus around common goals and objectives. I will serve as a communication link between community, staff, and City, representing City programs and recommending and providing a channel for citizen expression.
7. Understand my role as a supportive relationship with the City Council and City staff and to follow the proper channel of communication through the designated staff person providing support for the group.
8. Do my homework and be thorough in recommendations. I will review agenda items under consideration prior to the meeting in order to be fully prepared to discuss, evaluate, and act on all matters scheduled for consideration. My conclusions will be based on careful preparation to strengthen the value of the group's recommendation.
9. Adhere to the highest standards of integrity and honesty in all endeavors and strive to safeguard the public trust. I shall announce any direct or remote conflict of interests prior to the discussion (RCW 42.36).
10. Understand that my authority is limited to decisions made by the group, and that in most cases, the decisions are advisory.
11. Understand that in my role I recommend policy while administrators and staff carry out approved policy.
12. Establish a good working relationship with fellow group members. I will respect individual viewpoints and allow other members time to present their views fully before making comments. I will be open and honest and welcome new members.
13. Not use or involve my membership in the conduct of political activities. However, I am not restricted from participating in political activities outside of my involvement in the group.

I hereby pledge to be positive in my role as a volunteer with the City and accept responsibility for my participation.

Signed: Emilia Furman Date: 3/23/2015

EMILKA KIELANSKA FURMANCZYK

1044 Surry Rd. • Wenatchee, WA 98801
eskfurmanczyk@gmail.com • (509) 710-5398

PROFESSIONAL EXPERIENCE

CAMPAIGN MANAGER – *The Leukemia & Lymphoma Society, Seattle, WA*
(12/2010 – 12/2012)

Responsible for managing and implementing multiple campaigns and projects for The Leukemia & Lymphoma Society (LLS).

Directly responsible for managing Seattle and Tacoma Celebrity Waiters Luncheon and Auction Events – annual fundraising total \$400,000 plus.

- In charge of Celebrity Waiter recruitment, committee meetings, vendor/venue contracts.
- Procurement of 200+ high quality silent and live auction packages and cash sponsorships.
- Organization, budget, planning and execution of event.
- Preparation of promotional materials: Save the Date, Invitations, and Auction Catalog.
- Volunteer and staff management on day of event.
- Obtained guest speakers and maintained focus on the mission of LLS.
- Successful implementation with telecommuting from Wenatchee, WA.

Assisted in execution and support for multiple LLS special events:

- Winter Pineapple Classic, Big Climb and Firefighter Stair Climb at Columbia Tower, Leukemia Cup Regatta, Slopes for Hope, Seattle and Tacoma Light the Night

SALES ASSOCIATE & PERSONAL ASSISTANT – *EMc2- Emmett McCarthy, New York Boutique, NYC*

(03/2010 – 07/2010)

- Coordinated special events including private parties and trunk shows.
- Utilized QuickBooks, updated business website, assisted and advised clients.

EVENTS ASSOCIATE – *City Winery, NYC*

Private Events –

(09/2009 – 01/2010)

- Initial client contact, site tours, proposals, contracts, and payment collection.
- Worked closely with our sommelier and the executive chef to create a la carte menu options to fit all budgets and client specific needs.
- Responsible for detailing event timeline, menu and wine log selections, floor plans, production requirements, and staffing utilizing Tripleseat Software (BEO's).
- Collaborated with floor managers to ensure appropriate execution of events.

Sales and Finance –

- Surpassed budget goals during holiday peak season.
- Personally generated \$150K over a two-month period.
- Events ranging in group size and budget from small \$1K, 10 person private dining to \$25K, 200 guest breakfast, seminars, holiday parties, including serving for mayor Michael Bloomberg.

Emilka Furmanczyk • eskfurmanczyk@gmail.com • (509) 710-5398 • Page 2 of 3

- Kept weekly/monthly Excel expense/revenue logs.
- Maximized margins while maintaining client satisfaction.

Marketing and Client Relations –

- Advertising through print media, broadcast, public service, celebrity and grassroots.
- Excellent client relations through prompt response and follow-up.
- Maintained client relationship after events.

EVENT PLANNER/FUNDRAISER – *Independent* (11/2007 – current)

Tradeshow Events – *Alive! Expo*

Participant and Personal Assistant to the CEO

- *Alive! Expo* – Health and Wellness Fair (Seattle, WA – 11/2007, 11/2008, and 11/2010)
 - Marketed booths to organizations, obtained and supervised volunteers, performed live cooking demonstrations.
- *Alive! Expo the Green Pavilion* - Sundance Film Festival (Park City, Utah – 01/2009 and 01/2010), Oscars (Los Angeles, California – 03/2009).
 - Greeted celebrities, assembled and distributed giveaway gift bags, supervised volunteers, and captured photos for celebrity branding.

Fundraising Events – *The Leukemia & Lymphoma Society* (11/2007 – 04/2009)

- Obtained monetary and non-monetary donations from over 200 individuals and 75 businesses including hotels, catering services, wineries, venues, bakeries, and restaurants.
- Planned and coordinated numerous special events: auctions, concerts, wine tastings, and trips.
- Organized and executed multiple moonlight snowshoe outings with over 100 participants of varying skill levels and ages.
- Mentored a fund-raising team of 10 participants and personally raised over \$15K.

HIV VACCINE TRIALS NETWORK, FHCRC – *Seattle, WA* (09/2005 – 06/2009)

Research Technician

- Ordered supplies and maintained inventory with PeopleSoft, Excel, Access, and Crystal Reports.
- Effectively communicated with industry representatives, clinicians, and other team members.
- Authored standard operating procedures and maintained good laboratory practice standards.
- Participated in HVTN inter-laboratory quality assurance program (audits, proficiency testing)
- Processed specimens from clinical trial participants and performed research testing.
- Trained fellow co-workers in LDMS and blood processing.

DYNACARE LABORATORIES – *Seattle, WA* (10/2004 – 04/2005)

Cytogenetics Technician

- Sample preparation for karyotyping and FISH (whole blood, bone marrow, amniotic fluid).
- Tissue culture, setup and maintenance; preparation of reagents and sterile culture materials.

Emilka Furmanczyk • eskfurmanczyk@gmail.com • (509) 710-5398 • Page 3 of 3

WHITWORTH UNIVERSITY – *Spokane, WA* (02/2002 – 05/2004)

Chemical Hygiene and Teaching Assistant

- Responsible for reorganization of chemical inventory resulting in a reduction of over 2,000 chemical containers. Disposed of hazardous waste, adhering to Federal and State guidelines.
- Hands on experience with NMR, GC/MS, atomic absorption, UV/VIS and IR spectrophotometer instrumentation and maintenance.

MONTANA STATE UNIVERSITY – *Bozeman, MT* (06/2002 – 08/2002)

Research Experience for Undergraduates - High Pressure Mass Spectrometry Research

EDUCATION

Whitworth University – Spokane, Washington

Bachelor of Science – 2004 Chemistry major; Biochemistry minor President of the Science Club

Spokane Falls Community College – Spokane, Washington

Associate of Arts – 2001, Running Start Program; Graduated with Honors

TECHNICAL SKILLS AND CERTIFICATIONS

Proficient with QuickBooks, Microsoft Office applications, and PeopleSoft

Familiar with Salesforce CRM

Certified Standard First Aid and CPR

Fluent in Polish; familiar with Russian

CLUBS AND ORGANIZATIONS

The Center for Wooden Boats

Team in Training/Leukemia and Lymphoma Society – Team Member and Team Mentor

Master Home Environmentalist (MHE) for the American Lung Association of the Northwest

Meetup.com – Group Organizer

Puget Sound Mycological Society