



WENATCHEE CITY COUNCIL

Thursday, June 23, 2022

Wenatchee City Hall Council Chambers

301 Yakima Street, 2nd Floor

Wenatchee, WA 98801

AGENDA

"To create community through responsive leadership and services for the citizens and visitors of the Apple Capital of the World."

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).

4:45 p.m. Executive Session. Executive Session to consider the acquisition of real estate when public knowledge regarding such consideration would cause a likelihood of increased price. RCW 42.30.110(1)(b).

5:15 p.m. Regular Meeting

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

2. Citizen Requests/Comments

The "Citizen Comments" period is to provide the opportunity for members of the public to address the Council on any matter, including items on the agenda. Comments on public hearing items will be taken during the 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. Citizen comments will be limited to three minutes.

3. Consent Items

- *Motion to approve agenda, vouchers, and minutes from previous meetings.*
Vouchers:
Claim checks #203437 through #203506 in the amount of \$445,863.44 for June 2, 2022
Payroll distribution in the amount of \$10,863.40 for June 3, 2022
Payroll distribution in the amount of \$1,433.08 for June 6, 2022
Claim checks #203507 through #203580 in the amount of \$2,113,972.57 for June 9, 2022
Payroll distribution in the amount of \$404,475.00 for June 17, 2022
- *Motion for City Council to accept the work performed by the contractor, Rudnick & Sons, LLC on City Project No. 2005-P2 and authorize the Mayor to sign the Final Contract Voucher.*

4. Presentations

- National Night Out – Captain Edgar Reinfeld
- Our Valley Our Future Updates – Steve Maher

5. Action Items

- A. Professional Services Agreement with ALSC Architects for the Wenatchee Convention Center Renovation and Expansion Schematic Design
Presented by Executive Services Director Laura Gloria and Facilities Manager Elisa Schafer **Action Requested:** *Motion for City Council to approve the Professional Services Agreement with ALSC Architects in the amount of \$354,784 for the Wenatchee Convention Center Renovation and Expansion Schematic Design and authorize the Mayor's signature.*

- B. Code Changes to Wenatchee City Code Chapter 1.99.040(5)-(7) Community Development Building Division Fees
Presented by Utility Planner Darci Mattioda
Action Requested: *Motion for City Council to adopt Ordinance No. 2022-12 amending Chapter 1.99 of the Wenatchee City Code.*

- C. 2022 Pavement Preservation, City Project #2110 - Budget Amendment and Supplement #2 to Agreement with KPG
Presented by Senior Project Engineer Jake Lewing
Action Requested: *Motion for City Council to approve the project budget amendment and authorize the Mayor to execute Supplement #2 with KPG for construction inspection services for the 2022 Pavement Preservation Project No. 2110.*

- D. Gunn Road ownership transfer from Washington State Department of Transportation to City of Wenatchee
Presented by City Engineer Gary Owen
Action Requested: *Motion for City Council to approve the Quit Claim Deed transferring Gunn Road to the City of Wenatchee and authorize the Mayor to sign the document.*

- E. First Amendment to the Solid Waste Service Agreement
Presented by Operations Manager Aaron Kelly
Action Requested: *Motion for City Council to approve the First Amendment to the Solid Waste Service Agreement and authorize the Mayor to sign the amendment.*

- F. Wastewater Treatment Plant Drying Bed Expansion, Project No. 2211 - Authorization to Award Design Contract to Gray & Osborne, Inc.
Presented by WWTP Supervisor Mike Hodgson
Action Requested: *Motion for City Council to award the design contract for the Wastewater Treatment Plant Drying Bed Expansion, Project No. 2211, to Gray & Osborne, Inc. in the amount of \$214,000 and authorize the Mayor to sign the design contract on behalf of the City.*

6. Reports

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

7. Announcements

8. Close of Meeting



WENATCHEE CITY COUNCIL
Thursday, June 9, 2022
Wenatchee City Hall Council Chambers
301 Yakima Street, 2nd Floor
Wenatchee, WA 98801
MINUTES

DRAFT

Present: Mayor Frank Kuntz; Councilmember Position 1 Jose Cuevas; Councilmember Position 2 Mike Poirier; Councilmember Position 3 Top Rojanasthien; Councilmember Position 4 Travis Hornby; Councilmember Position 5 Mark Kulaas; Councilmember At-Large “B” Keith Huffaker

Staff Present: Executive Services Director Laura Merrill; City Attorney Steve Smith; IS Support Jessi Saucedo; Community Development Director Glen DeVries; Parks, Recreation & Cultural Services Director David Erickson; Building & Fire Official Cliff Burdick; Senior Project Engineer Jake Lewing; Finance Director Brad Posenjak

5:15 p.m. Regular Meeting

1. Call to Order, Pledge of Allegiance, and Roll Call. The Mayor called the meeting to order at 5:15 p.m. and Councilmember Top Rojanasthien led the Pledge of Allegiance. The excused absence of Councilmember Linda Herald was noted for the record.

2. Citizen Requests/Comments

Christy Binge, 760 Monroe Street, Wenatchee (Wenatchee Montessori School), Wenatchee addressed the City Council regarding a planning department/code enforcement warning letter she received for a newly installed fence, and her hope for a solution for a secure environment for the children. The Mayor thanked her and asked for the conversation to continue with the Planning Department/Code Enforcement concerning the fence code.

3. Consent Items

Motion by Councilmember Travis Hornby to approve agenda, vouchers, and minutes from previous meetings. Councilmember Top Rojanasthien seconded the motion. Motion carried (6-0).

4. Presentations

- CCFD #1/DCFD #2 Fire Chief Brian Brett provided an update on the proposed Regional Fire Authority that will be on the ballot in August.
- Wenatchee Valley Chamber of Commerce 2021 Tourism Impact Report. Chamber of Commerce Destination Marketing Operations Director Jerri Barkley and Executive Director Steve Wilkinson presented a power point presentation and the annual report.
- Downtown Future. Bart Clennon, Todd Kiesz and Rory Turner presented a power point presentation on their vision for the future of downtown. With over \$300 million being invested in the next 3-5 years, and a potential of 1,500 new residents, they see some challenges connecting downtown. They would like to have a committee formed to help frame a plan of how they might move forward collectively as a public-private group to work together on solutions.
- Pride Proclamation read by Councilmember Mark Kulaas.

The Mayor called for a five-minute break at 6:30 p.m. The meeting resumed at 6:35 p.m.

5. Action Items

A. Arts, Recreation and Parks Commission Member Appointment

Parks, Recreation & Cultural Services Director David Erickson presented the staff report.

Motion by Councilmember Mike Poirier for City Council to approve Resolution No. 2022-19, appointing Darci Mattioda to position four of the Arts, Recreation and Parks Commission. Councilmember Keith Huffaker seconded the motion. Motion carried (6-0).

B. Wenatchee City Code 3.36 Wildland-Urban Interface Standards Amendments

Building & Fire Official Cliff Burdick presented the staff report.

Motion by Councilmember Travis Hornby for City Council to adopt Ordinance No. 2022-09, adopting amendments to Wenatchee City Code 3.36, Wildland Urban Interface Standards. Councilmember Mark Kulaas seconded the motion. Motion carried (6-0).

C. Ordinance No. 2022-11 – Amendments to the 2022 Budget

Finance Director Brad Posenjak presented the staff report.

Motion by Councilmember Mark Kulaas for City Council to approve Ordinance No. 2022-11, amending the 2022 budget as adopted by Ordinance No. 2021-30, 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 Travis Hornby seconded the motion. Motion carried (6-0).

D. 2022 Pavement Preservation, City Project #2110

Senior Project Engineer Jake Lewing presented the staff report and a handout of the proposed 2022 pavement preservation map. Council commented.

Motion by Councilmember Top Rojanasthien for City Council to award the contract for the Construction of the 2022 Pavement Preservation, Project 2110, to Central Paving, in the amount of \$3,418,372.91 and authorize the Mayor to sign the construction contract documents. Councilmember Jose Cuevas seconded the motion. Motion carried (6-0).

6. Reports

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

1. Executive Services Director Laura Gloria provided an update on the Confluence Parkway environmental assessment, and the PUD's noise consultant assessment. The consultant validated the city's work and provided additional education and answered questions for the PUD Commissioners.
2. She mentioned next week's work session only had one item scheduled, and the Council opted to have the meeting canceled and add the item to the June 23 agenda.
3. The Mayor has continued his discussions with the Performing Arts Center.
4. The Museum has asked for city participation for the improvements to the Museum.
5. He and staff have met with the Salvation Army on the shelter project.
6. Executive Services Director Laura Gloria added that the Riverfront Park planning process started this week. Greenworks is in town today and tomorrow, and the first phase is starting.
7. Rob's team has been working hard to clean up from the flooding this past week.

b. Reports/New Business of Council Committees

Councilmember Mark Kulaas mentioned that Chief Crown's appointment as the President of WASPC is a big deal and it's great for our community and for Eastern Washington to have represented. We are proud to have him as our Chief.

Councilmember Mike Poirier reported that the regional bicycle plan was discussed at the Chelan Douglas Regional Transportation Council meeting.

The Mayor added that they talked about Bird Scooters at the Public Works meeting this week and they are going to add an additional couple of weeks before coming back before Council for discussion. Councilmember Rojanasthien added that he had a good conversation with Tony and he's all about working with the city to keep it going. The Mayor added overall there are more positives than negatives. Tony was present and addressed the Council. He would like to be part of the conversation for additional geofencing and would really like to see the program work for the City of Wenatchee.

7. Announcements. None.

8. Close of Meeting. With no further business the meeting ended at 7:04 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Jacob Huylar, Engineering Services Manager
Public Works Department

MEETING DATE: June 23, 2022

I. SUBJECT

City Project 2005-P2 – Millerdale Avenue Sidewalk
Final Acceptance

II. ACTION REQUESTED

Staff recommends that the City Council accept the work performed by the contractor, Rudnick & Sons, LLC on City Project No. 2005-P2 and authorize the Mayor to sign the Final Contract Voucher.

III. OVERVIEW

In 2019, the City was awarded a TIB Complete Streets grant for pedestrian and traffic safety enhancement projects throughout Wenatchee totaling \$700,000. The Complete Streets Work Plan identified several types of improvements, one of which was filling gaps in the sidewalk system. The sidewalk gap on the north side of Millerdale Avenue was identified as a priority project. The project was awarded in August 2021 to Rudnick & Sons, LLC at a bid price of \$140,086.88 and completed in April 2022.

IV. FISCAL IMPACT

The total construction cost was \$149,983.73. This was 7.1% over the contract amount. The overage resulted primarily from utility conflicts with unidentified/unlocated utilities that were discovered during construction.

V. ATTACHMENTS

1. Final Contract Voucher

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Gloria, Executive Services Director
Rob Jammerman, Public Works Director
Gary Owen, City Engineer
Natalie Thresher, Financial Analyst
Anna Carr, Administrative Assistant



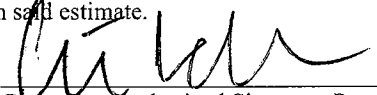
City of Wenatchee
Department of Public Works

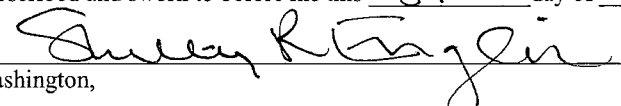
Final Contract
Voucher Certificate

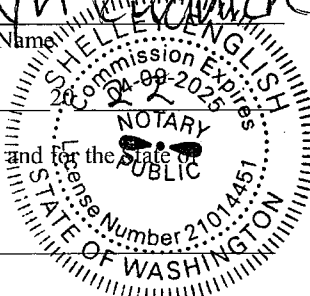
Contractor Rudnick & Sons, LLC			
Street Address 645 Valley Mall Parkway, Suite 200			
City East Wenatchee	State WA	Zip 98802	Date 6/3/2022
City Project Number 2005-P2	Federal-Aid Project Number N/A	Highway Number N/A	
Job Title Millerdale Avenue Sidewalk			
Date Work Physically Completed April 22, 2022		Final Amount \$149,983.73	

Contractor's Certification

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


Contractor Authorized Signature Required
Ceinwyn Rudnick
Type Signature Name

Subscribed and sworn to before me this 8th day of June
X 
Washington,
residing at Wenatchee, WA

Notary Public in and for the State of


City of Wenatchee

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

Mayor/or Designee

Date of Acceptance



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

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

Elisa Schafer, Facilities Manager
Public Works Department

MEETING DATE: June 23, 2022

I. SUBJECT
Professional Services Agreement with ALSC Architects for the Wenatchee Convention Center Renovation and Expansion Schematic Design

II. ACTION REQUESTED
Motion requested for the City Council to approve the Professional Services Agreement with ALSC Architects in the amount of \$354,784 for the Wenatchee Convention Center Renovation and Expansion Schematic Design and authorize the Mayor's signature.

III. OVERVIEW

The City solicited proposals for architectural services to perform design services including designing facility improvements that can accommodate more vendor and ballroom space, provide better accessibility for visitors, facilitate ease of coordination with the attached Performing Arts Center, and maximize indoor and outdoor spaces for the Wenatchee Convention Center. The Request for Qualifications (RFQ) was issued in October of 2021, the City hosted a tour of the facilities with potential proposers on October 19, 2021 and received a total of three proposals. An RFQ Submittal Review Committee reviewed all three proposals and recommended moving forward with interviews with two firms. Subsequently, an Interview Committee met with the two firms and recommended ALSC Architects based on their past convention center experience and creative and fiscally responsible approach to designing spaces that showcase the strengths of the downtown core and Wenatchee Valley. The committees consisted of representatives from the City of Wenatchee, hospitality sector, Wenatchee Downtown Association and Performing Arts Center.

The City received a cost proposal from ALSC for architect services for the entirety of the renovation project. After discussions with staff and other stakeholders including the Lodging Tax Advisory Committee, the scope of work was separated into two phases. The first phase of architectural work will include meeting with staff and stakeholders on pre-design and programming leading into schematic design. The schematic design will provide the City with a design concept and proposed cost estimate for the renovation and expansion work.

If the schematic design is approved by the City Council, the next phases of work and council authorizations will be for design development, followed by construction plans, bidding, and construction services.

IV. FISCAL IMPACT

The Lodging Tax Fund has reserve funds available to support this work in 2022. The Lodging Tax Advisory Committee (LTAC) reviewed and approved the request for use of 2022 LTAC funds for this work at its May 25, 2022 meeting. Once the schematic design is complete, the City will have more defined cost estimates to determine a future funding structure including bonding options for City Council consideration.

VI. REFERENCE(S)

1. Professional Services Agreement with ALSC

VII. ADMINISTRATIVE ROUTING

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



PROFESSIONAL SERVICES AGREEMENT

Wenatchee Convention Center Renovation and Expansion
Job No. 2212

The City of Wenatchee, Washington, a municipal corporation ("City") and ALSC Architects, whose address is 203 N. Washington, Ste. 400, 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.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for completion of these services shall not exceed \$354,784.00, as detailed in Attachment A.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

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

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 Facility 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 December 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.

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, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Failure to Maintain Insurance

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

G. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial

General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

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: _____

Date: _____



We bring our clients' stories to life.

SPOKANE

203 N. Washington
Ste. 400
Spokane, WA
99201
P 509.838.8568

alscarchitects.com

June 8, 2022

City of Wenatchee
P.O. Box 519
Wenatchee, WA 98807-0519

ATTN: Laura Gloria, Executive Services Director

RE: Wenatchee Convention Center Renovation and Expansion
Proposal Letter – Rev. 1

Dear Laura:

ALSC Architects and our consultant partners are pleased to provide you with this Proposal Letter for pre-design and schematic design architectural and engineering services for your Wenatchee Convention Center Renovation and Addition project. It is anticipated that this letter will be used as an exhibit attached to a formal contract agreement to be provided by the city of Wenatchee.

Project Description

The project consists of the renovation and expansion of the existing Wenatchee Convention Center located at 121 North Wenatchee Avenue. The goal is to accommodate more adequate vendor and ballroom space, add commensurate kitchen expansion and improvements, create better accessibility for visitors, facilitate ease of coordination with the attached Performing Arts Center. It is anticipated that a significant addition to/expansion of the building will be included, designed in a manner that will maximize all indoor and outdoor spaces. Some level of upgrades to existing mechanical systems and technology will also be included. We also expect some level of the project scope may be accomplished through renovation and rearrangement of existing interior spaces on the second floor.

No changes are anticipated to the north or east sides of the building. The existing meeting rooms, exhibits halls and banquet rooms were recently renovated. There will be no scope of work associated with these rooms other than to incorporate them into the expansion mentioned above.



The intent of these improvements is to attract documented lost business attributable to inadequate facility size and provide an updated venue that will attract user groups year-round.

Project Tasks and Deliverables

The project will be approached in two phases: Pre-Design and Schematic Design. The attached Effort Analysis (Exhibit C) and Preliminary Schedule of Activities (Exhibit E) identify the basic tasks, meeting frequency and deliverables we anticipate for accomplishing this work. At the conclusion of each phase, the city of Wenatchee staff will have 30 days to review, comment on and approve the deliverables of the current phase.

Pre-design services will include the tasks outlined in the attached Preliminary Effort Analysis worksheet (Exhibit C). The deliverable will be a pre-design report with the following information contained therein:

1. Table of Contents
2. Executive Summary
3. Scope of Study
4. Summary of Interview Discussions
5. Existing Conditions & Findings
6. Fundamental Building Program Outline: Spaces, Sizes
7. Project Budget
8. Appendix: Room Data Sheets, Assessment Notes, Interview Notes

Schematic Design services will closely follow the “A/E Basic Services” Schematic Design Services description contained within the “Guidelines for Determining Architects/Engineering Fees for Public Works Building Projects” document provided by the Office of Financial Management (OFM). A copy of that section is attached for reference (Exhibit B). The deliverable will be a Schematic Design report containing the work completed during the Schematic Design Phase.

Attached to this letter (Exhibit F) are the proposal letters from our consultant team members. These proposals include detailed scopes of work for each consultant.

Project Schedule

The work described will commence once a Notice to Proceed notification is received from the city of Wenatchee. The workflow will generally follow the attached Preliminary Project Schedule (Exhibit E). The intent is to follow this pace of work completion and to be completed by the end of 2022.



Compensation and Terms

ALSC Architects P.S. and our consultant team will perform the tasks described above for a lump sum amount of \$354,784.00. ALSC will provide monthly invoices based on the percentage of the work completed. Payments will be due within 45 days of receipt of invoice. Late payments will incur an interest charge of 1.0% per month. Please refer to the Fee Proposal worksheet (Exhibit D) attached for a detailed summary of fee calculations.

Exclusions and Additional Services

The scope of work shall include the tasks outlined above. Slight deviations in scope may be included within the proposed fee. Tasks or deliverables not included in the information above are not included in the proposed fee. Additional services beyond those included in the proposal are available for an additional fee calculated on an hourly basis utilizing the hourly rates in the attachment (Exhibit A). Additional services will not be performed without prior written approval from city of Wenatchee staff.

Reimbursable Expenses

Expenses and services not directly provided by ALSC will be invoiced at one and 10/100 (1.10) times actual cost. Reimbursable expenses include travel, per diem, printing of documents and expedited delivery service. Estimated reimbursable expenses are noted on the attached Preliminary Effort Analysis worksheet (Exhibit C).

Termination

Either party may terminate the agreement for convenience after seven (7) days of written notice of intent to terminate. The Client shall be responsible for all costs and charges incurred up to the date of termination, including reasonable costs for ALSC to close the work and organize files. ALSC agrees not to charge for lost or anticipated profits on the work not completed and will provide copies of work files to the Client upon receipt of final payment.



Acknowledgment

This proposal will remain valid for a period of 90 days. Please provide the signature of an authorized representative on the line below indicating acceptance of the proposed scope and fee for professional services.

ALSC Architects

City of Wenatchee



Signature

Signature

Rustin L. Hall/Director

Name / Title

Name / Title

RLH:skm:2022-009

Attachments: Exhibits A - F

EXHIBIT A



We bring our clients' stories to life.

SPOKANE

203 N. Washington
Ste. 400
Spokane, WA
99201
P 509.838.8568
alscarchitects.com

2022 HOURLY RATES

<u>CATEGORY</u>	<u>RATE</u>
PRINCIPAL	\$220.00
ASSOCIATE PRINCIPAL	\$150.00
SENIOR PROJECT DESIGNER	\$150.00
SENIOR PROJECT MANAGER	\$150.00
PROJECT MANAGER	\$135.00
PROJECT ARCHITECT II	\$125.00
ARCHITECTURAL DESIGNER II	\$125.00
PROJECT ARCHITECT I	\$115.00
INTERIOR DESIGNER	\$105.00
INTERN ARCHITECT/DRAFTSMAN	\$90.00
CLERICAL	\$70.00

Guidelines for Determining Architect/Engineering Fees for Public Works Building Projects

A/E Basic Services

A/E Basic Design Services consist of the services described in the following pages and are included on the Capital Project Cost Estimate within CBS. These design services include normal architectural, structural, civil, mechanical, and electrical engineering services.

Schematic Design Services (18 Percent)

In the Schematic Design phase, the A/E provides those services necessary to prepare Schematic design documents consisting of drawings and other documents illustrating the general scope, scale, and relationship of project components for approval by the agency. Design should be conceptual in character, based on the requirements developed during the predesign phase, approved by the agency, or program requirements provided by the agency and reviewed and agreed upon by the A/E.

Schematic design includes the following:

Project Administration	Services related to schematic design administrative functions including consultation, meetings and correspondence, and progress design review conferences.
Disciplines Coordination	Coordination between the architectural work and engineering work and other involved consultants for the project. When specialty consultants are used, additional coordination beyond basic services may be required and negotiated for appropriate phases of the work.
Document Checking	Review and coordination of project documents.
Consulting Permitting Authority	Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes.
Data Coordination User Agency	Review and coordination of data furnished for the project by the agency.
Architectural Design	Services responding to scope of work (program/predesign) requirements and consisting of preparation of conceptual site and building plans, schematic sections and elevations, preliminary selection of building systems and materials, development of approximate dimensions, areas and volumes.
Structural Design	Services consisting of recommendations regarding basic structural material and systems, analysis, and development of conceptual design solutions.
Mechanical Design	Services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for energy sources/conservation, heating, ventilating and air conditioning (HVAC), plumbing, fire protection, and general space requirements.
Electrical Design	Services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analysis, and development of conceptual design solutions for power service and distribution, lighting, communication raceways, fire detection and alarms, and general space requirements.
Civil/Site Design	Services consisting of site planning including layout of site features, building position, preliminary grading, location of paving for walkways, driveways and parking, and fencing locations. Also included are the normal connections required to service the building such as water, drainage, and sanitary systems, if applicable.

Guidelines for Determining Architect/Engineering Fees for Public Works Building Projects

Specifications	Services consisting of preparation for agency's approval of proposed development of architectural outline specifications, and coordination of outline specifications of other disciplines.
Materials Research	Services consisting of identification of potential of architectural materials, systems, and equipment.
Scheduling	Services consisting of reviewing and updating previously established project schedules or initial development of schedules for decision-making, design, and documentation.
Cost Estimating	Services consisting of development of a probable construction cost from quantity surveys and unit costs of building elements for the project. Parametric costs shall reflect the level of design elements presented in the schematic design documents, plus appropriate design contingencies to encompass unidentified scope ultimately included in the program. Assist user agency with analyzing scope, schedule, and budget options to stay within the MACC.
Presentations	Services consisting of appropriate presentation(s) of schematic design documents by the A/E to agency representatives.

Design Development Services (20 Percent)

In the Design Development Phase, the A/E shall provide those services necessary to prepare from the approved schematic design documents, the design development documents consisting of drawings and other documents to fix and describe the size and character of the entire project for approval by the agency. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety and maintenance requirements, and energy conservation.

Design development includes the following:

Project Administration	Services consisting of design development administrative functions including consultation, meetings and correspondence, and progress design review conferences with user agency.
Disciplines Coordination	Coordination of the architectural work and the work of engineering with other involved consultants for the project.
Document Checking	Review and coordination of documents prepared for the project.
Permitting Authority Consulting	Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Assist in obtaining approval from approving agencies as required.
User Agency Data Coordination	Review and coordination of data furnished for the project by the agency.
Architectural Design	Services consisting of continued development and expansion of architectural schematic design documents to establish the final scope, relationships, forms, size, and appearance of the project through plans, sections and elevations, typical construction details, three-dimensional sketches, materials selections, and equipment layouts.

EXHIBIT C

Wenatchee Convention Center
Preliminary Effort Analysis
5/23/2022

ALSC Architects, P.S.

	PRIN.	SEN ARCH	P.A.	INTERIORS	DRAFT	SEC.	TOTAL HRS
ALSC Summary of Tasks:							
1 Collect/Review Existing Data:							
a Facility Record Drawings, Documents	4		8			0.5	12.5
b Relevant past facility studies, assessments	4		4			0.5	8.5
c City Comprehensive Plan	1		1				2
d Relevant Code Information - IBC, Municipal	1		4				5
e Facility tour, photos, system verification	10		10	10		2	32
f Create as-built electronic Revit model	1		8		55		64
2 Pre-Design Phase							
a Initial Kick-off Meeting with Key Stakeholders	8		8	8			24
b Prepare questionnaires	1			4		2	7
c Conduct Interviews	14			14		3	31
d Collect, process responses			4	4			8
e Meeting #2: Review results; confirm findings	6			6		1	13
f Prepare Data sheets, Diagrams, Guiding Principles	1	2		11	12	2	28
g Prepare Cost Projections, Budget	1	8					9
h Prepare, present Final Report Draft	2			4		4	10
i Finalize Pre-Design Report	1			4		4	9
j Project Management/Coordination		8					8
3 Schematic Design Phase							
a Prepare initial design concepts based on Pre-Design findings	8	72	48	54	25		207
b SD Meeting #1 - review options, gather feedback	8	8				1	17
c New design concepts, cost projections	6	72	48	48	84		258
d SD Meeting #2 - review options, gather feedback	8	8				1	17
e Refined Design concepts, cost projections	6	72	48	48	84		258
f SD Meeting #3 - Select preferred Scheme	8	8				1	17
g Program Comparison Matrix	1	1	8			1	11
h Finalize SD Report: Plans, narratives, data, renderings	4	36	48	30	48	5	171
i Present Report to Key Stakeholders; Refine as needed	2	2		16	16	5	41
j Project Management/Coordination		64					64
*Meetings in bold are in-person; others are virtual							
TOTAL HOURS	106	361	247	261	324	33	1332
HOURLY RATES	\$220	\$150	\$125	\$105	\$90	\$70	
SUB TOTAL	\$23,320	\$54,150	\$30,875	\$27,405	\$29,160	\$2,310	
TOTAL ALSC FEE							\$167,220
Consultants (Allowances)							
Civil, Landscape- SCJ Alliance	\$60,025						\$60,025
Structural - DCI	\$21,000						\$21,000
Mechanical- Coffman Engineers	\$35,000						\$35,000
Electrical- Coffman Engineers	\$17,000						\$17,000
AV, Acoustical - Stantec	\$17,000						\$17,000
Kitchen Consultant - Design Development LLC	\$6,900						\$6,900
Cost Estimating - Greg Thomas	\$17,000						\$17,000
TOTAL CONSULTANT COST (w/o reimbursables)							\$173,925
A/E FEE SUB-TOTAL:							\$341,145
Reimbursable Costs (Allowances; billed at actual plus 10% mark-up)	person/trips	\$ per trip					
ALSC:							
Travel (340 mile round trip, \$,585 per mile)	6	\$ 251.55					\$1,509
Per Diem	18	\$ 35.00					\$630
Printing, Postage (Bidding Document Printing by Owner)							\$1,500
Consultant Allowance:							\$10,000
TOTAL REIMBURSABLES							\$13,639
TOTAL A/E FEE INCLUDING REIMBURSABLES							\$354,784

EXHIBIT D

ALSC Architects, P.S.

Wenatchee Convention Center
Fee Proposal Worksheet
5/23/2022

	MACC	OFM Sched B%	Remodel %	Subtotal Full Project		Fee Breakdown per Phase		Notes:
				0.03	\$ 1,104,000	Pre-Design	Schematic Design	
Basic Services Fee:	\$ 10,000,000	0.0804	0.03	\$ 1,104,000		\$ 198,720		18% SD Fees calculated per OFM Guidelines
ALSC								
Structural - DCI						\$ 126,720		
Civil - SCJ						\$ 18,000		
Electrical - Coffman						\$ 18,000		
Mechanical/Plumbing - Coffman						\$ 11,000		
Sub-Total - Basic Service Fee						\$ 25,000		Includes Fire Protection
						\$ 198,720		
Additional Services:								
Pre-Design/Programming:								As identified in OFM Guidelines
ALSC								
Coffman						\$ 24,000		
DCI						\$ 16,000		
Master Planning - Site, Building						\$ 3,000		
Creation of as-built Base Revit Model - ALSC						\$ 7,500		No Master Plan; Design for future expansion. Based on as-builts received
Alternative Cost Studies								Not Included
ELCCA/LCCA								Not Included
LEED/Enhanced Commissioning								Not Included
Renderings, Presentations, Models - ALSC						\$ 9,000		
Civil Engineering Additional Services: SCJ						\$ 11,355	\$ 5,610	Includes 8 renderings, 3-D Concept Model
Cost Estimating Consultant - G Thomas						\$ 6,000	\$ 11,000	
AV/Acoustical Consultant - Stantec						\$ 17,000		
Kitchen Consultant - Des. Dev.						\$ 3,000	\$ 3,900	
Landscape Consultant - SCJ						\$ 5,500	\$ 19,560	
Graphics Design								Used in future phases
Sub-Total: Additional Service Fee						\$ 76,355	\$ 66,070	
Totals: Pre-Design and Schematic Design:						\$ 76,355	\$ 264,790	
Total A/E Fee						\$ 341,145		

Wenatchee Convention Center
Preliminary Schedule of Activities - Initial Phase
5/18/2022

ALSC Architects, P.S.

Task Outline	May	Jun	July	Aug	Sept	Oct	Nov	Dec
Contract Finalization/NTP								
Task 1: Pre-Design/Programming								
Review/Approve								
Task 2: Schematic Design								
Review/Approve								
Owner Reviews/Approvals								

Kickoff Meeting
Programming Interviews
Progress Meeting
Finalize Pre-Design Report
Approve Pre-Design Report
SD Progress Meeting
SD Progress Meeting
SD Progress Meeting
Finalize SD Report
Approve Schematic Design

Professional Service Agreement

May 19, 2022

Rustin Hall
ALSC Architects
203 N. Washington, Suite 400
Spokane, WA 99201
Office: (509) 838-8568
rhall@alscarchitects.com

Re: **Wenatchee Convention Center Expansion**
Wenatchee, Washington

Rustin:

Thank you for contacting us regarding the **Wenatchee Convention Center Expansion** ("Project"). After reviewing your request, we've determined we can help you accomplish your program goals. DCI Engineers ("DCI") submits this proposed professional services agreement to **ALSC Architects** ("Client") for structural engineering services. Please let us know if you have questions about any aspect of this agreement.

PROVIDING SERVICE | INNOVATION | VALUE

SERVICE - Our extensive experience and attention to the needs of the client, the other consultants and the construction team puts us in a unique position to provide value-added solutions for every project. DCI's comprehensive understanding of project goals and challenges provides the design and construction team with next-level service. We encourage open communication among team members to avoid misunderstanding and to create a healthy team approach during the entire project.

INNOVATION - The depth of our company-wide technical knowledge and experience allows us to design structural systems which meet aesthetic goals and are efficient for the project conditions. Our firm advocates for creative structural solutions to benefit our clients and team partners. Our dedicated staff are familiar with tackling individual challenges and achieving big-picture solutions.

VALUE - DCI recognizes the structural design affects the initial construction cost, project schedule, and long-term value of the project. We strive to establish good communication with the project team to identify goals and to work collaboratively to meet or exceed them. It's our practice to measure value by improving a built environment's constructability and structural quality.



PROJECT DESCRIPTION

The project will be an expansion and renovation of the existing convention center with a MACC of \$10 million. The project's scope of work is defined as the following:

1. Renovate and rearrange the existing interior space to provide additional Banquet Hall space.
2. An addition in the SW corner of the property to include a new Lobby/Entrance, meeting Room/Exhibit Hall Spaces, Restrooms and Back of House space.
3. Renovation and expansion of the existing Kitchen.

To help understand the existing building conditions, ALSC will provide a Revit model of the existing space and a copy of the record drawings.

SCOPE OF ENGINEERING SERVICES

DCI's proposed scope of structural engineering services is described below. Items not specifically identified in this proposal are outside of DCI's scope.

1. **PRIMARY STRUCTURAL SERVICES** | DCI will provide structural engineering design services for the Primary Structural Frame, defined as the primary loadbearing components of the building, such as foundations, basement walls, columns, floor and roof framing, and lateral systems to resist wind and seismic forces. As part of Basic Services, DCI will:
 - a. Perform structural analysis and design to prepare structural Schematic Design.
 - b. Attend design meetings and coordinate with the other members of the design team. We have assumed in-person meetings will be held in Spokane.

PROJECT PHASE DELIVERABLES

DCI's services at each phase are described in the below section.

Pre-Design: DCI attends the kick-off meeting; shares applicable codes and standards with the team; confirms the project owner's requirements for the structural system; assists in the selection of structural systems for both gravity and lateral designs; prepare structural criteria to the geotechnical engineer; DCI's Concept documentation is prepared as redlines to architectural PDF files, in lieu of REVIT modeling. DCI will inform the architect/client if additional information is required to proceed to the next phase of design.

Schematic Design (SD): DCI attends the kick-off meeting; shares applicable codes and standards with the team; confirms the project owner's requirements for the structural system; assists in the selection of structural systems for both gravity and lateral designs; provides structural criteria to the geotechnical engineer as requested; prepares preliminary structural analysis of the selected structural system; and prepares schematic-level framing plans with sufficient detail to aid in a structural cost estimate by the contractor/estimator. DCI's SD documentation is prepared as

redlines to architectural PDF files, in lieu of REVIT modeling. DCI will inform the architect/client if additional information is required to proceed with the next phase of design.

ASSUMPTIONS AND QUALIFICATIONS OF PROPOSAL

1. Due to the preliminary nature of the available information, DCI's fees are primarily based on the project type, perceived complexity, and gross square footage of the building. If substantial changes are made to this concept, DCI may be entitled to additional fees. We also reserve the right to revisit these fees if not accepted within 90 days of the proposal date.

SUMMARY OF STRUCTURAL ENGINEERING FEES

Engineering services will be billed monthly on a fixed fee basis unless otherwise noted below. Fixed fees are billed on a percent-complete basis and hourly services will be billed according to DCI's attached Schedule of Expenses.

PRIMARY STRUCTURAL SERVICES

	FEE	FEE TYPE
Pre-Design	\$5,000 \$3,000	Fixed Fee <i>PLH</i>
Schematic Design Documents	\$24,000 \$18,000	Fixed Fee <i>PLH</i>

PROJECT DESIGN SCHEDULE

DCI's fees are based on achieving schematic design completion by December 2022.

PROJECT TEAM

DCI Engineers proposes the following primary design team members:

Principal in Charge: Justin Cook, PE, SE

Structural Project Manager: Aubrey Canfield, PE

Other design and support staff will be assigned based upon availability.

ACCEPTANCE OF AGREEMENT

Professional services for this project shall be provided according to this proposed professional services agreement and the attached Terms and Conditions (together, the "Agreement"). This Agreement shall become effective immediately upon the earlier of execution by the Client or by the Client's communication of a direction to proceed with the services, including by electronic mail, and shall remain in effect unless and until amended or superseded by a written agreement executed by both parties.

We thank you again for the opportunity to propose these services for the Wenatchee Convention Center Expansion. We look forward to working with you and the design team on this exciting project.

SINCERELY,

DCI Engineers



Justin Cook, PE, SE

Principal

707 W. 2nd Avenue

Spokane, Washington 99201

509-227-6904

Approved by | _____ Date | _____

Printed Name | _____

ATTACHMENTS

This Agreement is executed with the following attachments which are part of this Agreement:

General Terms and Conditions

Schedule of Expenses

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions, together with the professional services agreement, constitute the "Agreement" between DCI and Client. This Agreement shall become effective immediately upon execution by Client or upon Client's written direction (including by electronic mail) to proceed with the services, and shall remain in effect unless and until amended or superseded by a written agreement executed by both parties.

STANDARD OF CARE: DCI shall perform its services consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing in the same or similar locality under the same or similar circumstances. DCI makes no warranty with respect to its services, express or implied.

CLIENT FURNISHED INFORMATION: Client shall provide DCI with a survey describing the physical characteristics, legal limitations and utility locations for the Project site, a written legal description and geotechnical reports. DCI shall be entitled to rely on, and shall not be responsible for the accuracy, completeness or timeliness, of services and information furnished by Client and Client's consultants, contractors and agents.

FEES: The fees set forth in this Agreement are good for 90 days from the date on the first page of this Agreement to the commencement of substantial work, as reasonably determined by DCI. If Client requests any material changes to this Agreement, or if the Project's design or construction schedule is substantially delayed, DCI reserves the right to modify its fees.

PAYMENTS: Client's failure to pay any invoice within 30 days of the invoice date shall constitute a material breach of this Agreement by Client and DCI shall have the right to suspend its services, including the withholding of deliverables, without liability to the Client for any costs or damages resulting from such suspension. Amounts unpaid 30 days after the invoice date will be subject to a monthly finance charge of 1.5% on the unpaid balance or maximum rate allowed by law, whichever is less. Client shall have no right of setoff against any billings of DCI for disputed services or claims.

ADDITIONAL SERVICES: Additional Services may be provided after execution of this Agreement without invalidating the Agreement. DCI will notify Client of the need to perform Additional Services. Additional Services shall entitle DCI to compensation as agreed upon by the parties.

DELAY: DCI shall not be liable for any costs or delays resulting in whole or in part from causes beyond the control and without the fault or negligence of DCI or its subconsultants, including, without limitation, stoppages and strikes, acts of God and natural disaster, failure of a public agency to act in a timely manner, and/or acts of Client and its consultants, contractors and agents, including, without limitation, their failure to furnish information in timely fashion and/or their faulty or untimely performance.

CONTINGENCY RESERVE: Client and DCI acknowledge that changes may be required because of possible omissions, ambiguities or inconsistencies in the Project plans and specifications and that the costs of the Project as a result may exceed the construction contract sum. Client agrees to establish a reasonable design contingency reserve (no less than 5% of anticipated construction costs) to pay for any such costs. Client further agrees not to make any claim against DCI with respect to any payments made to any construction contractors within the limit of the design contingency reserve.

INDEMNIFICATION: Client shall indemnify and hold harmless (but not defend) DCI, its officers and employees, from and against any and all damages, losses and expenses (including reasonable attorney's fees) arising from claims by third parties to the extent caused by the negligence or willful misconduct of Client, its employees or anyone for whom Client may be legally responsible. For purposes of the foregoing indemnification provision only, Client waives any immunity it may have under any applicable worker's compensation laws.

LIMITATION OF LIABILITY: In recognition of the relative risks, rewards and benefits of the Project to both Client and DCI, the risks have been allocated such that Client agrees that DCI's maximum liability to Client for any and all injuries to persons or property, claims, losses, expenses, damages, legal fees or costs, and claim expenses, whether arising out of DCI's breach of this Agreement, or arising out of DCI's breach of duties owed independent of this Agreement, if any, including but not limited to breach of warranty, indemnity, negligence, strict liability, or other tort or statutory cause or causes, or otherwise related to formation of this Agreement or services rendered by DCI in connection herewith, or any amendment thereto, shall not exceed ten times DCI's fee or \$500,000, whichever is less. In the event that the foregoing is deemed unenforceable by a court or arbitrator having jurisdiction, DCI's liability shall in no event exceed any limits of liability insurance then available at the time of settlement or judgment.

CONSEQUENTIAL DAMAGES: DCI and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, but not limited, to lost profits, loss of capital, loss of use, or any other indirect, special or consequential damage, whether arising in contract, tort, warranty or strict liability.

INSTRUMENTS OF SERVICE: DCI's Instruments of Service (as defined in AIA Document A201™-2017) will be prepared and are intended for use solely for this Project. DCI's Instruments of Service also include any Building Information Models (BIM) or other electronic files ("Digital Media Files") prepared by DCI. DCI shall retain all rights, including ownership and copyright, to the Instruments of Service. Provided Client substantially performs all obligations under this Agreement, including prompt payment of all sums when due, DCI grants Client a non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using and maintaining the Project. If Client modifies or uses DCI's Instruments of Service without retaining DCI, then Client releases DCI from and against any liability, claims or damages arising out of such use and further agrees to defend, indemnify, and hold harmless DCI from and against any liability, claims or damages arising out of such use. Except for rightful termination of this Agreement by Client, termination of this Agreement shall terminate the license granted in this section. DCI shall have the right to include photographic or artistic representations of the Project among DCI's promotional and professional materials.

DIGITAL MEDIA FILES: DCI may provide certain Digital Media Files, including DCI's BIM model, to Client upon request, but any use of the Digital Media Files by the Client shall be at Client's sole risk. DCI does not warrant the Digital Media Files in any way. Unless otherwise specified in this Agreement, only the officially-issued, stamped and signed documents are to be interpreted as correct. Client agrees to not further disseminate the Digital Media Files without DCI's prior written consent.

PROJECT SITE: DCI shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with construction of the Project, nor shall DCI be responsible for any contractor's failure to construct the Project in accordance with the requirements of the construction agreement. DCI shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

MEDIATION: DCI and Client agree that as a condition precedent to any litigation, all disputes arising out of or relating to this Agreement or DCI's services shall be submitted to mediation. The cost of the mediator shall be shared equally by the parties. DCI and Client further agree to include the foregoing provision in any and all agreements with independent contractors and consultants retained for the Project.

LAW AND FORUM: This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without reference to laws regarding choice of law. Any mediation or litigation relating to this Agreement shall be brought in Seattle, WA.

CORPORATE RESPONSIBILITY: DCI's services shall not subject DCI's individual employees, officers or directors, including any engineer who affixed his or her seal to the plans for the Project, to any personal legal exposure for the risks associated with this Project. Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against DCI, a Washington state corporation, and not against any of DCI's individual employees, officers or directors.

TERMINATION: Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

THIRD PARTIES: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either DCI or Client. Neither DCI nor Client shall assign this Agreement without the written consent of the other.

RIGHTS CUMULATIVE: All rights and remedies of either party under the Agreement, at law and in equity, will be cumulative and not mutually exclusive; the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

ENTIRE AGREEMENT: If any term, condition or provision of this Agreement, or the application to any circumstances is determined to be invalid or unenforceable to any extent, the remaining provisions of this Agreement shall not be affected but shall instead remain valid and fully enforceable. Neither party has relied upon any statement, estimate, forecast, projection, representation except for those expressly contained in this Agreement. This Agreement incorporates and supersedes all prior negotiations, agreements and representations.

COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one complete instrument. Transmission by fax or electronic mail of an image of an executed counterpart shall have the same binding effect as the hand-delivery of a manually-signed original.

SCHEDULE OF EXPENSES

DCI ENGINEERS

PROFESSIONAL SERVICES

Clerical and Administrative 1000	\$60/hr	Project Engineer 3060	\$130/hr
Clerical and Administrative 1010	\$80/hr	Project Engineer 3070	\$140/hr
Clerical and Administrative 1020	\$100/hr		
Clerical and Administrative 1030	\$120/hr	Project Manager 3100	\$100/hr
		Project Manager 3110	\$120/hr
Technical Designer 2000	\$60/hr	Project Manager 3120	\$140/hr
Technical Designer 2010	\$70/hr	Project Manager 3130	\$160/hr
Technical Designer 2020	\$80/hr		
Technical Designer 2030	\$90/hr	Senior Project Manager 3200	\$120/hr
Technical Designer 2040	\$100/hr	Senior Project Manager 3210	\$140/hr
		Senior Project Manager 3220	\$160/hr
Senior Technical Designer 2100	\$80/hr	Senior Project Manager 3230	\$180/hr
Senior Technical Designer 2110	\$100/hr		
Senior Technical Designer 2120	\$120/hr	Associate 4000	\$140/hr
Senior Technical Designer 2130	\$140/hr	Associate 4010	\$160/hr
Senior Technical Designer 2140	\$160/hr	Associate 4020	\$180/hr
Senior Technical Designer 2150	\$180/hr	Associate 4030	\$200/hr
Project Designer 2200	\$60/hr	Associate Principal 4110	\$160/hr
Project Designer 2210	\$80/hr	Associate Principal 4120	\$180/hr
Project Designer 2220	\$100/hr	Associate Principal 4130	\$200/hr
Project Designer 2230	\$120/hr	Associate Principal 4140	\$220/hr
Project Engineer 3010	\$80/hr	Principal Engineer 4200	\$160/hr
Project Engineer 3020	\$90/hr	Principal Engineer 4210	\$200/hr
Project Engineer 3030	\$100/hr	Principal Engineer 4220	\$250/hr
Project Engineer 3040	\$110/hr	Principal Engineer 4230	\$300/hr
Project Engineer 3050	\$120/hr	Principal Engineer 4240	\$350/hr

REIMBURSABLE SERVICES

Original Plots and Architectural
Plotting with Drawing Files

Copies and Architectural Plotting
with Plot Files

Media	Size	Fee	Media	Size	Fee
Bond	A,B+C Size	\$4.00/Plot	Bond	A+B Size	\$0.20/Plot
Bond	D,E+E1 Size	\$7.75/Plot	Bond	C+D Size	\$2.00/Plot
			Bond	E+E1 Size	\$3.00/Plot
Vellum	A,B+C Size	\$6.00/Plot	Color	A Size	\$1.00/Plot
Vellum	D,E+E1 Size	\$11.50/Plot	Color	B Size	\$1.50/Plot
Mylar	A,B+C Size	\$10.00/Plot	Color	Scan to File	\$5.00
Mylar	D,E+E1 Size	\$20.00/Plot			
			Out of Office Services/Expenses		\$1.10x Direct Cost
			Personnel Transportation		\$0.560/mile



SCOPE OF WORK11
Wenatchee Convention
Center Renovation
Civil and LA Services

Prepared For: Rustin Hall, AIA, Principal
ALSC
Architects

Prepared By: Chris Overdorf, ASLA

Dated Prepared: May 20, 2022

Overview

The City of Wenatchee would like to renovate the existing Convention Center along North Wenatchee Ave. The MACC is \$10M and this scope of work is for Pre-Design and Schematic Design Only. The following assumptions have been made:

- Most of the work will be focused on the Southwest corner of the property and along Wenatchee Ave.
- Significant changes to the existing paved outdoor civic areas are anticipated.
- The existing water feature will not be saved.
- A site survey will be required and will be prepared and provided by others.
- A geotechnical evaluation and report will be required and will be provided by others. The geotechnical report (by others) shall provide recommendations for pavement design and an infiltration analysis/recommendation.
 - The conceptual grading plan shall include contours only; spot elevations will not be provided.
 - Water, sanitary sewer, and storm mains are available in or near the site and are assumed to have adequate capacity to service the development. Off-site utility extension design and permitting is not included.
- Design of on-site lighting is by others.
- Utility coordination with for electricity and natural gas service is not included.

Phase 1 – Pre-Design
(Civil)

This phase includes providing civil support for programming and pre-design. SCJ Alliance shall perform the following tasks:

- Attend project kickoff meeting.

- Coordinate with City of Wenatchee to understand existing utility infrastructure, adjacent street issues, traffic and access, and approach to stormwater design. Identify ownership, easement, and setback requirements.
- Collect available utility system maps for water, sewer, and stormwater, including any as-builts from the City of Wenatchee. Assess the capacity of available utilities.
- Review parking, pedestrian/vehicular traffic circulation, and emergency vehicle analysis alternatives.
- Attend and perform a site visit to review existing conditions and operations.
- Perform preliminary stormwater calculations and define stormwater requirements and footprint.
- Coordinate with ALSC and site landscape on civil components and assist ALSC in preparation of a Pre-Design Report, including support for some site diagrams.
- Review and define any potential grading issues or impacts and utility relocations.
- Prepare preliminary utility maps, including connections to existing utilities.
- Review conceptual cost estimate for civil-related items
- Attend (3) meetings/workshops with ALSC remotely.

Phase 1 (Civil) Fee: \$11,355.00

Phase 1 – Pre-Design (Landscape)

This phase includes providing landscape support for programming and pre-design. SCJ Alliance shall perform the following tasks:

- Attend project kickoff meeting.
- Coordinate with Civil to understand existing site and civil utility infrastructure, adjacent street issues, traffic and access, and approaches to stormwater design.
- Review City of Wenatchee Development Standards, Street Tree program, etc
- Attend and perform a site visit to review existing conditions and inventory/assess existing plant material and
- Coordinate ideas with ALSC and Civil in the preparation of a Pre-Design Report, including support for some site diagrams.
- Review conceptual cost estimate for landscape-related items
- Attend (3) meetings/workshops with ALSC remotely.

Phase 1(Landscape) Fee: \$5,500.00

Phase 2 – Schematic Design (Civil)

This phase includes the preparation of outline specifications, preliminary cost estimate and schematic design drawings. The drawings will be conceptual in character and will include site layout, conceptual grading, water and sanitary sewer connections, and stormwater improvements.

- Attend up to three (3) virtual coordination meetings.
- Attend two (2) Design Charettes with the design team.

- Attend two (2) coordination/review meetings with the architectural programming & design team, client and other sub-consultants.
- Update design to include client comments. Perform additional analysis of system sizes and locations based on requested modifications.
- Prepare Preliminary-Level Engineering Plans, including:
 - Civil Cover Sheet
 - Civil General Notes and Legend
 - Existing Conditions Map
 - Demolition and Temporary Erosion & Sedimentation Control Plan
 - Site Improvement Plan
 - Grading Plan
 - Drainage Plan
 - Drainage Details
 - Water and Sanitary Sewer Plan
 - Water and Sanitary Sewer Details
- Prepare a preliminary drainage report.
- Update outline specifications.
- Update cost estimate based on design changes and more detailed design information.

Phase 2 (Civil) Fee: \$23,610

*\$18,000 BASIC SVC.
\$5,610 ADD'L SVC. FUD*

Phase 2 – Schematic Design (Landscape)

This phase includes providing landscape architecture for Schematis Design. SCJ Alliance shall perform the following tasks:

- Attend up to three (3) virtual coordination meetings.
- Prepare Conceptual-Level (schematic) landscape plan options for site.
- Attend two (2) Design Charettes with the design team.
- Attend two (2) coordination/review meetings with the architectural programming & design team, client and other sub-consultants.
- Prepare two schematic level alternatives for the entire project site, including pedestrian hardscape designs & materials, site furnishings, ornamental site elements, e.g., potential water features, site security elements, site lighting concepts & layout (to be coordinated with site electrical), infrastructure coordination elements, landscape planting concepts and cost opinions.
- Provide character images of proposed products and plant materials.
- Coordinate site security strategies with the design team.
- Develop & coordinate site low-impact development & green infrastructure strategies
- Develop a palette of site materials (hardscape & site furnishings) for consideration from client & design team.

- Prepare final site/landscape design narrative. Will include basis of design information.
- Prepare one illustrative rendered plan, four elevations, two sections, and two perspectives – one site oblique and one detailed user perspective).
- Develop and Coordinate Final SD Set (cover, site & materials plan, materials table, site grading & drainage plan, planting plan & schedule, irrigation zoning diagram for coordination and costing purposes)

Phase 2 (Landscape) Fee: \$19,560.00

Expenses

Expenses will be charged on a time and material basis and include items such as mileage, plan reproduction, copies, etc. Expenses are estimated to be \$500 for this project.

These fees are based on our current knowledge of the project. If over time, the scope and overall objectives of the project change, these fees may need to be adjusted to reflect the modified circumstances. Additional services requested, but not identified in the scope of work, will be considered “extra services” and will be charged on a time-and-materials basis in accordance with the attached billing rate schedule.

If you have any questions or comments, please call me at 206-650-8589. Thankyou.

Respectfully,
SCJ Alliance

Chris Overdorf, PLA ASLA
Principal Landscape Architect



May 23, 2022

Rustin Hall
Principal
ALSC Architects
203 N Washington St. #400
Spokane, WA 99201

Project: Wenatchee Convention Center
Wenatchee, WA

Subject: Revised Proposal for Professional Engineering Services

Dear Rustin:

Coffman Engineers, Inc. is pleased to submit this mechanical, electrical, and fire protection engineering services proposal for the Wenatchee Convention Center Project. The attached Coffman Engineers Terms & Conditions will serve as our contract for services, in conjunction with this proposal. Specific terms and details of this proposal will govern where there is a conflict between the two. Please let us know if you have any concerns or questions regarding the Terms & Conditions.

If you find this proposal acceptable, please sign in the space provided at the end of this proposal, **initial at the bottom of the attached Terms & Conditions pages and return to us as written authorization to proceed.**

Our proposal is based on RFQ 100621 provided by the City of Wenatchee in Q4 of 2021. The scope of services and deliverables, and assumptions made are described in the following sections of this proposal.

PROJECT DESCRIPTION

The project consists of the renovation and expansion of the existing Wenatchee Convention Center located at 121 North Wenatchee Avenue. The goal is to accommodate more adequate vendor and ballroom space, provide better accessibility for visitors, facilitate ease of coordination through the design with the attached Performing Arts Center, maximize all indoor and outdoor space, and upgrade existing technology. The intent of these improvements is to attract documented lost business attributable to inadequate facility size and provide an updated venue that will attract user groups year-round.

Mr. Hall
ALSC Architects
May 20, 2022
Page 2

No specific floorplan for the expansion currently exists. However, some aspects of the final floor plan are known at this time.

Additional Banquet Hall Space

The primary focus of the project is to add more banquet hall space. This will likely be done through renovation and rearrangement of existing interior spaces on the second floor.

Southside and SW Corner Improvements

The area in the existing outdoor plaza will be altered to include the following items:

- A new lobby and entrance
- Additional meeting rooms and exhibit halls spaces
- Additional restrooms and back of house support spaces
- Improvements and additions to the M/E and A/V systems
- Other TBD exterior improvements

Kitchen Updates

The existing kitchen will need updating and expansion to take on the added load of the larger building.

Other Known Items

No changes are anticipated to the north or east sides of the building. The existing meeting rooms, exhibits halls and banquet rooms were recently renovated. There will be no scope of work associated with these rooms other than to incorporate them into the expansion mentioned above. No detailed planning for future additions or expansions is to be included. However, the design will be done in anticipation of future expansions to the north or east.

PROJECT APPROACH

We assume that ALSC will be acting as prime for the project with Coffman working under them as a sub. Coffman is proposing to complete the project in phases as seen below:

1. Pre-design
2. Schematic Design (SD)

Detailed Design, Construction Documents, Bidding, Construction Administration, and Closeout services are planned to be included in a future phase.

DESIGN CRITERIA

The project will be designed according to the following criteria:

- 2018 International Building Code (IBC), with WA State Amendments WAC 51-50
- 2018 Uniform Plumbing Code (UPC) and its Washington State amendments.
- 2018 International Mechanical Code (IMC) and its Washington State amendments.
- 2020 National Electrical Code (NEC)
- 2018 Washington State Commercial Energy Code (WSEC-C)

Mr. Hall
ALSC Architects
May 20, 2022
Page 3

- Washington Administrative Code (WAC) Latest Edition
- 2018 International Fire Code (IFC), with WA State Amendments WAC 51-54A

SCHEDULE

We understand that this project will have the following schedule:

- Pre-design and Schematic Design.....Complete December 30

Progress on design will be contingent on receiving clear design direction and timely coordination and decision making by the Owner and the rest of the design team.

We will be basing our predesign and SD efforts on the assumption that future work to develop and issue permit drawings will be completed before July 1, 2023, when an updated code cycle is likely to take effect.

TEAM MEMBERS

The mechanical principal in charge will be Traci Hanegan. She will be assisted by Bob Koca, Rudy Lauth and Jensen Rye.

The electrical principal in charge will be Kurt Niven. He will be assisted by Eric Shirley.

The fire protection principal in charge will be Jason Anderson. He will be assisted by Jerry Taricska.

ESTIMATED CONSTRUCTION COST

The estimated construction cost, prepared by others, is \$10 million.

BASIC SERVICES

Mechanical

Plumbing

The scope of work will include:

Plumbing Pre-Design

1. Participate in the architectural design as required to evaluate the feasibility of changes to the existing plumbing system and the feasibility of proposed new plumbing systems. Plumbing systems include interior domestic hot and cold-water systems, roof drain, waste, & vent systems, and natural gas systems to five feet outside of building where civil will connect.
2. Write a brief report detailing the feasibility of the proposed expansion. It will cover potential issues and their impact to project scope for both the new elements of the expansion as well as the modifications to be made to existing spaces.
3. One site visit to establish as built information on existing plumbing systems.

Mr. Hall
ALSC Architects
May 20, 2022
Page 4

Plumbing SD

1. Evaluation of system options and discussions with the team to establish the preferred systems.
2. Coordinate utility points of connection with the civil engineer.
3. Provide SD level projection of electrical loads, weights, and space requirements for major plumbing equipment.
4. A narrative describing the systems recommended and their major components.
5. The extent of SD work possible for plumbing to support the kitchen area is dependent on the level of information provided by the kitchen equipment consultant at this phase of the project.

HVAC

The scope of work will include:

HVAC Pre-Design

1. Participate in the architectural design as required to confirm the feasibility of all changes to the existing HVAC system and the feasibility of all new HVAC systems.
2. The building occupancy class will likely be A-3 (exhibition halls). The expansion will almost certainly require compliance with Section C406 of the WSEC-C which will require this building to achieve a minimum of six energy efficiency credits. Collaborate with the architect and electrical engineer to confirm the scope of the expansion allows for this requirement to be achieved.
3. Regarding the WSEC-C TSPR requirement, Section C403.1.1 references Section C403.3.5 which directs users to Table C403.3.5. In this table, A-3 occupancy class buildings that are exhibition halls are on the inclusion list and require a Dedicated Outdoor Air Supply (DOAS) unit. This requirement for a DOAS unit triggers the requirement to do a TSPR analysis listed in Section C403.1.1. Collaborate with the architect to confirm the scope of the expansion allows for this requirement to be met.
4. Evaluate Testing, Adjusting, and Balancing report for existing systems to establish existing system condition and capacity to support proposed renovations. We anticipate that the Owner will hire and pay for a TAB contractor to perform this work for areas and systems needed, at our direction.
5. One site visit to confirm as built information on existing HVAC plans.

HVAC SD

1. Evaluation of system options and discussions with the team to establish the preferred systems.
2. Estimate system loads at an SD level.
3. Provide SD level projection of electrical loads, weights, and space requirements for major mechanical equipment.
4. A narrative describing the systems and their major components.
5. The extent of SD work possible for HVAC to support the kitchen area is dependent on the level of information provided by the kitchen equipment consultant at this phase of the project.

Electrical

The scope of work will include:

Mr. Hall
ALSC Architects
May 20, 2022
Page 5

Electrical Pre-design

1. Evaluate the feasibility of the existing electrical systems to support the planned renovations and additions.
2. Participate in the architectural design as required to confirm space needs for electrical equipment needed to support the project are met.
3. The building occupancy class will likely be A-3 (exhibition halls). The expansion will likely require compliance with Section C406 of the WSEC-C which will require this building to achieve a minimum of six energy efficiency credits. Collaborate with the architect and mechanical engineer to confirm the scope of the expansion allows for this requirement to be achieved.
4. One site visit to confirm as-built information of the existing electrical plans.

Electrical SD

1. Evaluation of system options and discussions with the team to establish the preferred systems.
2. Estimate electrical loads at an SD level.
3. A narrative describing the planned electrical design.

Fire Protection

The scope of work will include:

Fire Protection Pre-design

1. Review the project documentation from the design team to become familiar with the project.
2. Attend a project kick off meeting. It is anticipated this will be a one-hour virtual meeting.
3. Conduct up to one site visit to observe existing conditions at the building.
4. Review fire hydrant flow test (provided by others).
5. Prepare a feasibility narrative outlining the existing fire protection systems, address potential design consideration, and their impact to the project scope.

~~Fire Protection SD~~

1. Attend up to one coordination meeting. It is anticipated this will be a one-hour virtual meeting.
2. Coordinate the site utilities and building water service with the civil engineer.
3. Prepare a preliminary fire protection system narrative of the major design decisions and proposed systems.
4. Coffman will prepare a preliminary hydraulic demand analysis for the facility based on the schematic design and the water pressure indicated within the fire hydrant flow test (provided by others).
5. Coffman will prepare conceptual fire sprinkler design drawings, provided at the 100% SD milestone, depicting the following:
 - a. Preliminary space requirements for the major fire suppression equipment.
 - b. Site plan showing the water supply location for the sprinkler systems, including the locations of the existing backflow preventor, existing post indicator valve, existing bell, and existing fire department connection.

~~NOT INCLUDED - RLH~~

Mr. Hall
ALSC Architects
May 20, 2022
Page 6

- ~~6. No fire protection specification will be provided at this phase.~~
7. Provide up to four hours of general consulting during the SD phase to answer correspondence, conduct code research, participate in telephone conferences, etc., and ~~complete project management.~~ *NOT INCLUDED - RUB*

ADDITIONAL SERVICES

The following services can be provided for an additional fee to the Agreement:

1. Additional travel to the site beyond what is listed under basic services.
2. Prepare additional drawings, specifications, or basis of design documents,
3. Provide fire life safety code consulting.
4. Provide fire pump specifications and fire pump space requirements.
5. Extensive as-builting of existing systems if they are significantly different from the as-built drawings.

DELIVERABLES

We propose to submit the following deliverables at the milestones noted below:

Pre-design

A report describing the feasibility of the proposed expansion. It will cover potential issues and their impact to project scope for both the new elements of the expansion as well as the modifications proposed to be made to existing spaces. It will encompass mechanical, electrical, and fire protection, and will be submitted at the end of the pre-design phase.

SD

Narratives of the major design decisions and proposed systems. We do not anticipate creating diagrams or plans for the SD phase. The narratives will be submitted at phase completion.

OWNER FURNISHED ITEMS

Our proposal assumes the following items will be provided to us by the Owner:

1. Fire protection as-built drawings and annual test reports.
2. Copies of existing building and site drawings, specifications, TAB reports, O&M manuals, and Commissioning Reports.
3. Preliminary kitchen equipment concepts from the kitchen consultant.
4. A new TAB report of areas and existing systems as required by the mechanical engineer to evaluate the capacity and performance of existing systems for potential reuse.

ASSUMPTIONS/CLARIFICATIONS

Our proposal assumes the following assumptions and clarifications:

1. The architect will provide us with building envelope construction details for our HVAC load calculations and will complete the envelope portion of energy code compliance forms.

Mr. Hall
ALSC Architects
May 20, 2022
Page 7

2. The project is not LEED certified, does not require ELCCA or energy modeling, nor is the project requiring compliance with other energy or sustainability goal programs such as Energy Star.
3. We assume that the architect will directly hire an acoustical consultant to advise the design team on non-typical acoustical issues.
4. The kitchen consultant will provide us with SD level concepts of the major kitchen equipment requirements to assist with SD level scoping of MEP systems.
5. A separate AV consultant will be responsible for Audio-visual and sound system design.
6. Coffman has assumed that any on-site fire hydrant tests to verify water supply conditions will be provided by others.
7. Coffman has assumed that the building can support the new sprinkler system without a fire pump. If a fire pump is required, we can provide those services as an additional service.
8. Construction cost projections will be based on the best available data at our disposal is not included and can be provided as an additional service. Costs will be obtained in a variety of ways including vendors, RS Means catalogs, and local contractors that we work with. Various factors, such as the local economy, inflation, energy costs, and bidding "climate" can affect actual construction costs.
9. The Owner will hire a TAB contractor to take pre-design airflow readings of existing systems to establish current system conditions and capacities for our use in designing the renovation areas.
10. Recalculation of any portions of the fire sprinkler system to confirm the installed pipe sizes meet current code requirements is excluded. We can provide this as an additional service.

ENGINEERING FEES

We propose to provide our basic services as described above for the lump sum amounts listed below:

Services	Total
Mechanical Pre-Design Services	\$10,000
Mechanical SD Services	\$22,000
Electrical Pre-Design Services	\$6,000
Electrical SD Services	\$11,000
Fire Protection Pre-Design Services	-\$4,000
Fire Protection SD Services	\$9,000
Total	\$62,000

\$3,000 \$46
DELETED \$46

REIMBURSABLE EXPENSES

Reimbursable Expenses are services not included in our Basic Services fee above. Reimbursable Expenses shall include mileage or rental car and gas expenses for travel to the site, hotel, airfare, per diem, printing of hardcopy deliverable submittal sets, and postage/delivery charges.

Mr. Hall
ALSC Architects
May 20, 2022
Page 8

Thank you for this opportunity to be of service to you. If this meets with your approval, please sign, initial the bottom of the terms and conditions pages, and return one copy for our files.

Please call if you have any questions.

Sincerely,

COFFMAN ENGINEERS, INC.



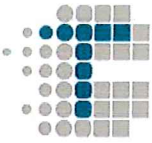
Kurt Niven, P.E., LEED AP
Principal Electrical Engineer

Enclosure: General Terms and Conditions

This proposal is acceptable to ALSC:

Authorized Signature

Date



Thomas Consulting

May 23, 2022

ATTN: Mr. Rustin Hall, AIA

RE: **Wenatchee Convention Center REVISED**
Add/Mod
Wenatchee, WA

Dear Rustin:

Based on your email of 5/18/22 and subsequent correspondence, we propose to render an **Opinion of Cost** at the **PD, and SD** design levels. For this work we anticipate a basic service Fee and necessary calendar days per the attached Worksheet:

Projected Fee Range: \$13,515 to \$18,690

Fee is based on producing level-appropriate detail using our standard template, and on our rendering both Predesign and Schematic Design Opinions. We have allowed time for two (2) meetings and (1) one minor revision after the first draft at each design phase. Hazardous Material removal or remediation, Special Equipment (IE: Kitchen, Theater,) Fire Protection, Sound, Mechanical and Electrical estimates are by others. We will receive pricing from these Consultant team members and incorporate them into the body of our Opinion. With regard to Sitework we assume Civil, Landscape, and Irrigation estimates will be provided by those consultants. We will support their estimates with suggested unit pricing for comparative purpose. We do not include off-Site improvements.

Receipt of our Opinion of Cost is done with your understanding that we are being compensated to offer our opinion as estimating professionals on the cost of your project at a certain period in time and specific set of printed documents. We are assuming the use of Revit (2020 or older) CAD, SKP files corresponding with the printed documents will be made available for our use in quantity take-offs.

Greg Thomas Consulting, Inc. (Thomas Consulting) cannot be held liable, or protect your project against changes in scope or any market condition that results in actual bids exceeding our opinions. If required, the cost to carry Professional Liability Insurance will be added to the above fees. Additional work on our part necessary to bring the project within budget, creation of alternates, scope change, revisions between design phases, project rebids, and updates are all subject to additional billing at hourly rates shown on the attachment

Sincerely,

Greg Thomas

ACCEPTANCE

You are authorized to proceed with the work as outlined above:

Rustin Hall, AIA

Date

Attachment

Greg Thomas Consulting, Inc.



5/23/22

REVISED

Wenatchee Convention Center Add/Mod

undefined scope - banquet sp add \$10mil MACC

Fig D-B-B, Bid 6/2023

<u>SD Opinion</u>	Low	High	Rate	Low ST	High ST	
Principal		48	68	145.00	6,960	9,860
Project Manager		7	10	135.00	945	1,350
Estimator - (Enter Hrs Here)		8	10	105.00	840	1,050
Total					8,745	12,260
*Work Days needed from Receipt of plans:				9		10,503

<u>DD Opinion</u>	Low	High	Rate	Low ST	High ST	
Principal		0	0	145.00	-	-
Project Manager		0	0	135.00	-	-
Estimator - (Enter Hrs Here)		0	0	105.00	-	-
Total				-	-	-
*Work Days needed from Receipt of plans:				-		

<u>CD Opinion</u>	Low	High	Rate	Low ST	High ST	
Principal		0	0	145.00	-	-
Project Manager		0	0	135.00	-	-
Estimator - (Enter Hrs Here)		0	0	105.00	-	-
Total				-	-	-
*Work Days needed from Receipt of plans:				-		

<u>Predesign</u>	Low	High	Rate	Low ST	High ST	
Principal		30	40	145.00	4,350	5,800
Project Manager		0	0	135.00	-	-
Estimator - (Enter Hrs Here)		4	6	105.00	420	630
Total				4,770	6,430	
*Work Days needed from Receipt of plans:				5		

<u>Fee Range Est. Hours Total</u>				AVG
			13,515	18,690
Principal	78	108		16,103
Project Manager	7	10		
Estimator	12	16		

LISTED AT \$17,000. TCB

<u>Hourly Rates</u>	
Principal	145.00
Project Manager	135.00
Estimator	105.00

* Work days are Monday - Friday and exclude weekends and legal holidays

Attachment to Fee Proposal dated --- 5/23/2022

5/23/22

Wenatchee Convention Center Add/Mod
Fig D-B-B, Bid 6/2023
undefined scope - banquet sp add \$10mil MACC

Item	SD			PM			DD			CD			PD			Notes	
	Principal	Low	Hi	AVG	Low	Hi	AVG	Principal	Low	Hi	AVG	Principal	Low	Hi	AVG		
Review Scope/Plans	2	3	3	2.5			0										
Draft Fee Pro	1	2	2	1.5			0										
Site Visit	0	0	0	0			0										
Demo	4	5	5	4.5			0										
Meetings	3	4	4	3.5			0										
Site	3	4	4	3.5			0										
Conc	2	3	3	2.5	3	4	3.5										
Struct	2	3	3	2.5	4	6	5										
Roof	2	2	2	2			0										
Ext Elevs	3	4	4	3.5			0										
Ext/Int Opps	1	2	2	1.5			0										
Ptns	2	3	3	2.5			0										
Clg	2	2	2	2			0										
Flrg	2	2	2	2			0										
Finishes	4	5	5	4.5			0										
Acc-Spec	2	3	3	2.5			0										
Equip	1	2	2	1.5			0										
Cswk	1	2	2	1.5			0										
Other	2	3	3	2.5			0										
MEP	1	2	2	1.5			0										
Draft Est	2	3	3	2.5			0										
Check Pricing	2	3	3	2.5			0										
Consultants	2	3	3	2.5			0										
Meeting	2	3	3	2.5			0										
Reconcile	0	0	0	0			0										
Read Specs	0	0	0	0			0										
Develop Spreadsheet	0	0	0	0			0										
Other - Review Sim.	0	0	0	0			0										
Design Assist	0	0	0	0			0										
Pre-design	0	0	0	0			0										
Totals	48	68	68	58	7	10	8.5	0	0	0	0	0	0	0	0	0	0



Stantec Consulting Services Inc.
720 Third Avenue Suite 1500, Seattle, Washington 98104

May 19, 2022

ALSC Architects
203 North Washington, Suite 400
Spokane, WA 99201

Subject Wenatchee Convention Center - Wenatchee, WA
Professional Consulting Services Proposal

Dear Rustin,

Thank you for inviting Stantec to propose our integrated professional Consulting services for the Wenatchee Convention Center project. We are excited about this opportunity to work with you and have assembled a multidisciplinary consulting team to provide professional services for the Project's success.

This letter defines our understanding of the Project's scope, delivery method and schedule, and proposes our Technology Consulting, Acoustics Consulting and Audiovisual Consulting services. This proposal is based upon information received from emails. The attachments to this letter provide details for each of our proposed design disciplines' scope, process, deliverables, fees and reimbursable expenses, and the terms, conditions, and assumptions upon which this Proposal is based.

PROJECT DESCRIPTION

We understand this Project to consist of renovations to key portions of the Wenatchee Convention Center. This includes renovating the 2nd Floor in order to add more Banquet Hall space. Renovations on the South side of the building to create new spaces. No work on the East or North side of the building.

PROJECT UNDERSTANDING

We are informed that this Project is intended to be design bid build with a MACC of \$10 million.

CONSULTING SERVICES SCHEDULE

We have assembled our team of professionals to perform services for this Project according to our understanding of the Project's consulting services schedule and consulting phases and durations below:

PHASE	PHASE WORK DURATION
Pre-design Phase	8 weeks
Schematic Design Phase	12 weeks
Design Development Phase	14 weeks
Construction Documents Phase	21 weeks
Bidding or Negotiation Phase	5 weeks
Construction Administration Phase	16 months

ALSC Architects
Wenatchee Convention Center - Wenatchee, WA
Page 2 of 17 – May 19, 2022

Post-Construction Phase	4 weeks
TOTAL WORK DURATION	30 months

PROPOSED CONSULTING TEAM

We are pleased to offer the following key team members for this Project:

DESIGN DISCIPLINE	PROJECT LEAD
Stantec Acoustical Consulting	Basel Jurdy
Stantec ICT Consulting	Misty Ryan-Gonzales, RCDD/WD, LEED AP, CPD
Stantec Audiovisual Consulting	Josh Hamon, CTS, CCNA

This team will be led by Principal Basel Jurdy who has more than 30 years of experience.

ELECTRONIC DRAWING REQUIREMENTS

Our proposed scope of work specific to the production and coordination of CADD Drawings and/or Building Information Models are based on the assumptions in ATTACHMENT C.

FEES

Our proposed fees for delivering the professional services defined in this proposal are contained in ATTACHMENT A.

ESTIMATED REIMBURSABLE EXPENSES

Reimbursable direct project expenses are estimated fees for reimbursable expenses as listed in ATTACHMENT A. Reimbursable expense shall be billed at cost plus 10% fee.

ACCEPTANCE

To accept this proposal and the included terms and conditions, please indicate your acceptance by signing below and returning a copy. We will not proceed with any work until provided with a separate Notice to Proceed. We also require a design agreement at an appropriate phase in the project and until that design agreement is negotiated and signed, the terms and conditions in ATTACHMENT D shall govern our relationship.

This Proposal is good for sixty (60) calendar days from the date of this letter, after which it is subject to revision. If you have questions, require additional information, modifications, or clarifications for this Proposal to better meet the needs of the project, please contact me.

ALSC Architects
Wenatchee Convention Center - Wenatchee, WA
Page 3 of 17 – May 19, 2022

Thank you again for considering Stantec for this project.

Sincerely,



Misty Ryan-Gonzales
Senior Associate
Misty.Ryan-Gonzales@stantec.com
(206) 667-0549

Stantec Consulting Services Inc.

CLIENT ACCEPTANCE:

Accepted by _____ Date _____

Client (Company Name) _____

Name/Title _____

ENCLOSURES

Attachments A:

A.1: Fees

A.2: Hourly Rates

Attachments B:

B.1 Not Used

B.2 Not Used

B.3 Not Used

B.4 Not Used

B.5 Technology Design Scope

B.6 Acoustical Design Scope

B.7 Audiovisual Consulting Scope

B.8 Not Used

Attachment C: Electronic Documents

Attachment D: Project Terms and Conditions

ATTACHMENT B.5: TECHNOLOGY DESIGN SCOPE BY STANTEC CONSULTING, INC.
ALSC Architects
Wenatchee Convention Center - Wenatchee, WA
Page 4 of 17 – May 19, 2022

ATTACHMENT A.1
FEES

This Attachment defines our fees for delivering the professional services defined in this proposal.

Design Phase	Type	Tech	Acoust	AV	Totals
Pre-design	FX	\$ -	\$ -	\$ -	\$ -
Schematic Design	FX	\$ 6,400	\$ 4,800	\$ 5,800	\$ 17,000
Design Development	FX	\$ -	\$ -	\$ -	\$ -
Construction Documents	FX	\$ -	\$ -	\$ -	\$ -
Bidding	FX	\$ -	\$ -	\$ -	\$ -
Construction Administration	FX	\$ -	\$ -	\$ -	\$ -
Post Construction	FX	\$ -	\$ -	\$ -	\$ -
Consulting Fee Totals		\$ 6,400	\$ 4,800	\$ 5,800	\$ 17,000
Estimated Reimbursable Exp		\$ 800	\$ 800	\$ 800	\$ 2,400

Design Phase	Technology		Acoustics		AV		Totals
	PM/Desig.	PIC	PM/Desig.	PIC	PM/Desig.	PIC	
Pre-design							0
Schematic Design	24	8	18	8	24	4	86
Design Development							0
Construction Documents							0
Bidding							0
Construction Administration							0
Post Construction							0
Estimated Consulting Hours	24	8	18	8	24	4	86

Fee Type Legend:

- FX Lump Sum Fixed Fee billed on a percentage of completion basis.
- TM Time and materials billed at standard hourly rates (attached) to a project maximum. Unless otherwise stipulated, unbilled fee will roll to be available to the next phase.

END ATTACHMENT A.1: FEES

The fees quoted in this attachment are for an integrated multi-discipline whole project delivery by Stantec. Specific disciplines, phases and/or itemized scope line items are not separable without revising the quoted fees.

ATTACHMENT B.5: TECHNOLOGY DESIGN SCOPE BY STANTEC CONSULTING, INC.
ALSC Architects
Wenatchee Convention Center - Wenatchee, WA
Page 5 of 17 – May 19, 2022

TECHNOLOGY CONSULTING SERVICES, SCOPE AND DELIVERABLES

The following Scope/Systems is included in this Proposal:

STRUCTURED CABLE SYSTEMS

- Cable system design for voice, data, and video distribution, including inside plant and outside plant.

INFORMATION TRANSPORT SYSTEMS INFRASTRUCTURE

- Pathways and space design for all structured cable distribution. This includes Telecommunication Service Entrance facilities, Main Technology Room(s) and Intermediate Technology Distribution Rooms.
- Coordination with others for power, heat-loads, and lighting requirements for the technology distribution spaces.
- Coordination with local telecommunication service providers for service entrance requirements.
- All vertical pathway definition using sleeves or conduit; cable support system, horizontal cable distribution using cable tray and or cable rings; Outlet boxes or mud-rings in walls for devices with raceway to accessible ceiling space or in-slab or below floor conduits to floor boxes.

WIRELESS NETWORK SYSTEMS

- Outlet placement only for active data communication systems for Wireless Access Points. Design of heat propagations by others.

TECHNOLOGY CONSULTING PROCESS AND DELIVERABLES

The above Scope will be addressed during each Design Phase and shall include deliverables as follows:

PREDESIGN

- Existing conditions/facilities assessment and report
- Predesign meetings/site visits [4 virtual client meetings attended by (1) staff]

SCHEMATIC DESIGN

- Review and confirm pre-design documentation and Owner's program, budget, and schedule
- Participate in programming meetings with the Owner and/or the members of the design team to cover the following topics: [4 virtual client meetings attended by (1) staff and (1) site visit attended by (1) staff]
- Define the requirements and applications of technology systems both in this project and likely to be deployed in the facility in the future.
 - Discuss the implications technology spaces and cable pathways will have on the space program.
 - Discuss the feasibility of integrating other low voltage systems into the technology spaces, pathways, communications cable system and network.
- Confirm implications of renovations that would impact requirements for quantity, location, size, construction, power loading, heat loading, grounding and general fit out of communication technology spaces:
 - Telecommunication service entrance room

ATTACHMENT B.5: TECHNOLOGY DESIGN SCOPE BY STANTEC CONSULTING, INC.
ALSC Architects
Wenatchee Convention Center - Wenatchee, WA
Page 6 of 17 – May 19, 2022

- Main technology room
- Intermediate technology distribution rooms
- Identify requirements and options for communication cable pathways to support the distribution of communication cables from the communication rooms to the device locations in the building
- Document key design concepts, criteria, and decisions in a Schematic Design Narrative.
- Technology schematic drawings and sketches [1 deliverable: (1) 100%SD]
- Review a single schematic design opinion of probable construction cost prepared by others

DESIGN DEVELOPMENT

- ~~Review and confirm schematic design documentation and Owner's program, budget, and schedule~~
- ~~Participate in design team meeting to refine requirements for communication infrastructure and the associated mechanical and electrical building systems to support the technology spaces. [8 virtual client meetings attended by (1) staff and (1) site visit attended by (1) staff]~~
- ~~Technology design development drawings, sketches to include: [2 deliverables: (1) progress print and (1) at 100%DD]~~
 - ~~Technology room fit out drawings (plans and elevations)~~
 - ~~Communication distribution (outlets and cable pathways) drawings~~
 - ~~Site communication infrastructure drawings (included in civil drawings)~~
- ~~Preliminary or outline specification for the following Technology systems:~~
- ~~Review a single design development opinion of probable construction cost prepared by others.~~

CONSTRUCTION DOCUMENTS

- ~~Review and confirm design development documentation and Owner's program, budget, and schedule~~
- ~~Participate in team coordination meeting to refine requirements for communication infrastructure and the associated mechanical and electrical building systems to support the technology spaces and to discuss planning and phasing issues [12 virtual client meetings attended by (1) staff and (1) site visit attended by (1) staff]~~
- ~~Technology construction drawings to include: [2 deliverables: (1) progress print and (1) at 100%CD]~~
 - ~~Technology room fit out drawings (plans and elevations)~~
 - ~~Communication distribution (outlets and cable pathways) drawings~~
 - ~~Communication infrastructure details~~
 - ~~Site communication infrastructure drawings (included in civil drawings)~~
- ~~Specifications for the following Technology systems:~~
 - ~~Structured cable systems~~
- ~~Review a single construction documents opinion of probable construction cost prepared by others.~~
-

BIDDING OR NEGOTIATION

- ~~Respond to bidders' questions~~
- ~~Analysis of alternates or substitutions and recommendation~~
- ~~Review prior approvals~~
- ~~Prepare one addendum package of limited scope~~
- ~~Conform construction documents to the one bidding phase addendum~~

ATTACHMENT B.5: TECHNOLOGY DESIGN SCOPE BY STANTEC CONSULTING, INC.
ALSC Architects
Wenatchee Convention Center - Wenatchee, WA
Page 7 of 17 – May 19, 2022

- ~~Evaluation of bids and recommendation on award of contract~~
- ~~Bidding or negotiation meetings/site visits [2 virtual client meetings attended by (1) staff]~~

CONSTRUCTION ADMINISTRATION

- ~~Answer contractor's Requests For Information (RFI's)~~
- ~~Review one package of submittals, shop drawings and samples and one resubmittal package for systems in the above defined scope.~~
- ~~Review and assess vendor and contractor claims for change orders~~
- ~~Construction site visits~~
- ~~Substantial completion observation and punch list [1 site visit attended by (1) staff] and punch list written report and completion recommendations~~
- ~~Final completion observation and punch list [1 site visit attended by (1) staff] and punch list written report~~
- ~~Review Contractor Provided Record Drawings and provide written comments for incorporation by the Contractor into the final as-built electronic drawings files.~~
- ~~Review one package of Contractor provided cable test results final completion documentation and warranties and one resubmittal package.~~

TECHNOLOGY CONSULTING OPTIONAL SERVICES AND EXCLUSIONS

ASSUMPTIONS

- Assumed that existing telecommunications spaces will remain as-is and not be impacted by any new renovations.
- Assumed that existing copper and fiber backbones will remain as-is and not be impacted by any new renovations.
- Assumes no new security systems requirements for access control or video surveillance
- Assumes there is an existing Emergency Response Radio Coverage System and will not be impacted by any new renovations.

OPTIONAL SERVICES

Additional Services may be provided for additional fee and may include, but are not limited to:

- Attendance at meetings in excess of those meetings stated herein
- Conducting site visits to observe installation or punch list that are in excess of those visits stated herein
- Commissioning services
- Owner training
- Develop As-Built Drawings based upon Contractor Mark-Ups/Electronic Files

EXCLUSIONS

Any Technology Consulting scope, process and deliverables not identified in this attachment shall be Additional Services and may be provided as defined in Attachment D: Proposal Terms and Conditions.

END ATTACHMENT B.5: TECHNOLOGY CONSULTING SCOPE BY STANTEC, INC.

ATTACHMENT B.6: ACOUSTICAL DESIGN SCOPE BY STANTEC CONSULTING, INC.
ALSC Architects
Wenatchee Convention Center - Wenatchee, WA
Page 8 of 17 - May 19, 2022

This Attachment defines our Proposed Acoustical Consulting scope, process, and deliverables. Refer to the fee proposal cover letter and other attachments for additional information.

ACOUSTICAL CONSULTING SERVICES, SCOPE AND DELIVERABLES

The following architectural acoustics and mechanical system noise and vibration control scope is included in this Proposal:

Architectural Acoustics is the creation of a desired interior acoustical atmosphere, or the control of sound transmission between adjacent rooms or spaces. For interior acoustic issues, we will prepare preliminary and final acoustical designs relating to surface treatments. For sound transmission between adjacent spaces, we will recommend appropriate wall, ceiling, window, and opening types to provide the necessary acoustic separation, and will provide details of construction (wall joints, connections, penetrations, caulking, etc.) coordinated with applicable design disciplines to integrate acoustical remediation where and as required for desired acoustical performance.

For this project, the important architectural acoustic considerations relate to the following areas:

- Banquet Hall (interior acoustics and acoustical separation)
- Lobby/Entrance (interior acoustics)
- Meeting Rooms (interior acoustics and acoustical separation)
- Exhibit Hall (interior acoustics and acoustical separation)
- Kitchen (acoustical separation)
- Circulation (interior acoustics)
- Others, as needed

Mechanical System Noise and Vibration Control addresses (a) Duct-borne noise which is created predominantly by fans and travels through ductwork into occupied spaces; (b) Airborne noise which radiates from the mechanical space into surrounding occupied areas; and (c) Structure-borne noise which is induced by vibration of the mechanical equipment and is perceived as noise in surrounding spaces. We will define the acceptable mechanical noise for each occupied room based upon generally accepted criteria; calculate expected noise levels from information provided in the mechanical design documents and by communication with the mechanical systems' designers as design progresses; and provide recommendations, details and specifications as required to reduce noise and vibration produced by the systems to appropriate performance criteria.

For this project, the important mechanical system considerations are:

- HVAC noise into all occupied areas
- Vibration isolation for mechanical equipment
- Noise and vibration from mechanical and electrical rooms

ATTACHMENT B.6: ACOUSTICAL DESIGN SCOPE BY STANTEC CONSULTING, INC.
ALSC Architects
Wenatchee Convention Center - Wenatchee, WA
Page 9 of 17 - May 19, 2022

ACOUSTICAL CONSULTING PROCESS AND DELIVERABLES

The above Scope will be addressed during each Design Phase and shall include deliverables as follows:

SCHEMATIC DESIGN

- Visit the existing facility to evaluate existing acoustical conditions to inform the acoustical criteria and the design for the new spaces.
- Discuss project's acoustical goals and establish and coordinate acoustical criteria to achieve the project's goals.
- Narrative describing Acoustical design criteria, preliminary architectural acoustics design concepts, and early consideration for the mechanical system noise and vibration control.
- Schematic design meetings/site visits: One site visit and two virtual meetings with the design team

DESIGN DEVELOPMENT

- Review and confirm schematic documentation and Owner's program, budget, and schedule
- Architectural base plans marked to key wall types and floor/ceiling Types
- Interior surface recommendations
- Preliminary specifications of pertinent acoustical materials and construction elements
- Preliminary mechanical system noise and vibration control measures coordination and recommendations.
- Preliminary specifications of mechanical/vibration materials, methods, and construction elements
- Design development meetings/site visits: Six virtual design coordination meetings with the team

CONSTRUCTION DOCUMENTS

- Review and confirm design development documentation and Owner's program, budget, and schedule
- Acoustical construction details and assembly types prepared in AutoCAD compatible format
- Construction specifications of acoustical materials and assembly types
- Finalize mechanical system noise and vibration control recommendations and provide details where needed.
- Construction specifications of mechanical/vibration materials, devices, and sound power levels
- Written descriptions of construction instructions, catalog cuts and completed performance criteria
- Construction documents meetings/site visits: eight virtual design coordination meetings with the team

BIDDING OR NEGOTIATION

- Review of bid documents to evaluate the accuracy and completeness of the acoustical and vibration control scope in the bid package.

ATTACHMENT B.6: ACOUSTICAL DESIGN SCOPE BY STANTEC CONSULTING, INC.

ALSC Architects
Wenatchee Convention Center - Wenatchee, WA
Page 10 of 17 - May 19, 2022

- ~~Assess the qualifications of the bidding contractor.~~
- ~~Comments in the form of a brief memo~~

CONSTRUCTION ADMINISTRATION

- ~~Answer contractor's Requests For Information (RFI's) that relate to the above defined acoustical scope.~~
- ~~Review one package of submittals, shop drawings and samples and one resubmittal package that relate to the above defined acoustical scope.~~
- ~~Three site visits during construction that will include observations of the construction details related to specific acoustical designs.~~
- ~~Three observation reports, which may include "punch lists" for contractor attention.~~

ACOUSTICAL DESIGN OPTIONAL SERVICES AND EXCLUSIONS

OPTIONAL SERVICES

Additional Services may be provided for additional fee and may include, but are not limited to:

- Attendance at meetings in excess of those meetings stated herein
- ~~Conducting site visits to observe installation or punch list that are in excess of those visits stated herein~~

EXCLUSIONS

Any Architectural Acoustics and/or Mechanical system noise and vibration control scope, process and deliverables not identified in this attachment shall be Additional Services, and may be provided as defined in Attachment D: Proposal Terms and Conditions.

END ATTACHMENT B.6: ACOUSTICAL DESIGN SCOPE BY STANTEC CONSULTING, INC.

ATTACHMENT B.7: AUDIOVISUAL CONSULTING SCOPE BY STANTEC, INC.
ALSC Architects
Wenatchee Convention Center - Wenatchee, WA
Page 11 of 17 – May 19, 2022

This Attachment defines our Proposed Audiovisual Engineering & Consulting scope, process, and deliverables. Refer to the fee proposal cover letter and other attachments for additional information.

AV CONSULTING SERVICES SCOPE

The following Scope is included in this Proposal:

DESIGN SCOPE

- New Banquet Hall – 2nd floor
- Outdoor Plaza Area – SW corner
- Improvements along the South Side of the building

EXCLUSIONS

- Existing Meeting Rooms, Exhibit Halls, and other Banquet Halls

AV CONSULTING PROCESS AND DELIVERABLES

The above Scope will be addressed during each Design Phase and shall include deliverables as follows:

SCHEMATIC DESIGN

- Review and confirm pre-design documentation and Owner's program, budget and schedule
- Participate in meetings with the design team and owner to further develop system concept. One site visit and two virtual meetings up to two hours each are proposed.
 - Establish the objectives of systems included in the project
 - Define the audio/video functions required for each system type
 - Discuss potential uses of the audio/video systems to determine level of operational quality and performance desired
- Prepare a narrative report by system that summarizes our findings for the audio/video systems to support the program. This will include a description of the functional capabilities of the individual AV systems and the recommended connectivity.
- Prepare an Opinion of Probable Costs (OOPC) for the components and installation required to support the program.
- Meet with the design team to review this information and validate requirements as indicated in the narrative
- Provide one revision of the report and OOPC based on the review meeting

DESIGN DEVELOPMENT

- ~~Review and confirm schematic design documentation and Owner's program, budget and schedule~~
- ~~Participate in departmental end user space programming meetings to identify and coordinate requirements for device connectivity and associated communication outlets. Two virtual meetings up to two hours each are proposed.~~
- ~~Prepare sight line studies to determine appropriate image dimensions and locations for display devices~~
- ~~AV design development drawings, sketches to include: 100% DD~~

ATTACHMENT B.7: AUDIOVISUAL CONSULTING SCOPE BY STANTEC, INC.
ALSC Architects
Wenatchee Convention Center - Wenatchee, WA
Page 12 of 17 – May 19, 2022

- Drawings showing locations of audio/video devices in the various rooms.
- Coordinate with design team members regarding the impact of audio/video systems on architectural, electrical, lighting and casework design issues. Two virtual meetings up to one hour each are proposed.

CONSTRUCTION DOCUMENTS

- Review and confirm design development documentation and Owner's program, budget and schedule
- AV construction documents to include: 50%, 75%, 90% Construction Documents, Bid Package
 - Electrical coordination drawings showing locations of audio/video electrical requirements (conduits, power, and junction boxes) to support the audio/video systems. This information will be provided to the electrical consultant for integration into the construction documents. One initial issue and one revision have been included in the scope.
 - Specifications detailing the technical responsibilities for installation and testing procedures of the AV systems.
 - AV system diagrams, showing functional interconnection requirements for equipment
 - AV equipment list, selecting each major piece of equipment with make and model number
- Participate in review meetings of the equipment specification package with the client, four virtual meetings up to one hour each are proposed.

BIDDING OR NEGOTIATION

- Review potential audio/video systems contractors and the qualifications of contractors suggested by others.
- Issue responses to requests for substitution and provide clarification for contractor's questions during the bidding period.
- Review and comment on bid submittals
- Prepare one addendum package of limited scope

CONSTRUCTION ADMINISTRATION

- Answer non-frivolous contractor's Requests For Information (RFI's)
- Review one package of submittals and shop drawings and one resubmittal package for systems in the above defined scope.
- Review and assess vendor and contractor claims for change orders
- Construction site visits
 - Site observation visits during construction to observe the systems one site visit attended by one of our staff.
 - Substantial completion observation and punch list, one site visit attended by one of our staff, written report and completion recommendations after the audiovisual systems contractor has completed their installation, testing and commissioning process.
 - Final completion observation and punch list, one site visit attended by one of our staff, verification site visit after the audiovisual systems contractor has indicated final completion

ATTACHMENT B.7: AUDIOVISUAL CONSULTING SCOPE BY STANTEC, INC.
ALSC Architects
Wenatchee Convention Center - Wenatchee, WA
Page 13 of 17 – May 19, 2022

POSTCONSTRUCTION PHASE:

- ~~O&M Review~~
- ~~Develop As-Built Drawings based upon Contractor Mark-Ups/Electronic Files~~

AV CONSULTING OPTIONAL SERVICES AND EXCLUSIONS

OPTIONAL SERVICES

Additional Services may include, but are not limited to:

- Attendance at meetings in excess of those meetings stated herein
- Conducting site visits to observe installation or punch list that are in excess of those visits stated herein
- Design Development
- Construction Documents
- Bidding
- Construction Administration
- Commissioning services
- Owner training

EXCLUSIONS

Any Audiovisual Consulting scope, process and deliverables not identified in this attachment shall be Additional Services, and may be provided as defined in Attachment D: Proposal Terms and Conditions.

END ATTACHMENT B.7: AUDIOVISUAL CONSULTING SCOPE BY STANTEC, INC.

ATTACHMENT C: ELECTRONIC DOCUMENT REQUIREMENTS
ALSC Architects
Wenatchee Convention Center - Wenatchee, WA
Page 14 of 17 – May 19, 2022

This proposal is based upon producing and receiving electronic drawing and model files for the project in the latest version of Revit. It is also based upon the following assumptions:

- Stantec will be provided with an architectural model by the Architect and necessary model information by the other design team members.
- Backgrounds are to be provided with visibility of architectural annotation layers and/or elements controllable separate from other background elements
- Model updates shall be no more frequent than bi-weekly (every two weeks) throughout Design Development and Construction Document phases.
- Uploads of Stantec's models shall be no more frequent than bi-weekly (every two weeks) throughout the Design Development and Construction Document phases.
- Elements to a maximum of LOD 300 as defined by the latest version of BIMForum's Level of Development Specification, not including as-built physical characteristics that may differ from the design intent model.
- Stantec will setup and develop the design intent model during Design Development phase using linked Revit model(s) provided by the design team.
- Stantec will complete the design intent model and construction drawings during the Construction Document phase using linked Revit model(s) provided by the design team.
- Stantec may provide the construction contractor with the model and drawing files to support the contractor's completion of record documents.
- Drawings shall be electronically stamped and signed if allowed by the authority having jurisdiction and required by the scope of work.

Stantec has found that when design teams take a structured approach to BIM modeling with stated clear expectations, it creates the environment for a successful project. This proposal assumes that there will be a team BIM kickoff meeting and that Stantec's BIM FAQ will be responded to prior to Stantec creating its model.

While the following services may be provided, they are not included in this proposal:

- Changing versions of Revit during the project.
- Using non-Stantec Revit Standards, including, but not limited to, families, fonts, and worksets.
- Converting models to AutoCAD drawings.

If the electronic document and drawing requirements of this project differ from the above assumptions and understandings, Stantec can update its scope of work and fee to match the requirements.

END ATTACHMENT C: ELECTRONIC DOCUMENT REQUIREMENTS

ATTACHMENT D: PROPOSAL TERMS AND CONDITIONS
ALSC Architects
Wenatchee Convention Center - Wenatchee, WA
Page 15 of 17 - May 19, 2022

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the CLIENT authorizes Consultant to proceed with the services, constitute the AGREEMENT. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

DESCRIPTION OF CLIENT: The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle Consultant, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the CLIENT shall forthwith pay Consultant all fees and charges for the SERVICES provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

LIMITATION OF LIABILITY: The CLIENT releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of Consultant. It is further agreed that the total amount of all claims the CLIENT may have against Consultant under this AGREEMENT, including but not limited to claims for negligence, negligent

ATTACHMENT D: PROPOSAL TERMS AND CONDITIONS
ALSC Architects
Wenatchee Convention Center - Wenatchee, WA
Page 16 of 17 - May 19, 2022

misrepresentation and/or breach of contract, shall be strictly limited to the amount of the professional fees paid to Consultant for the SERVICES. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Consultant knowingly encounters any such substances, Consultant shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Consultant, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Consultant harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Consultant. Consultant and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the PROJECT are instruments of service for the execution of the PROJECT. Consultant retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the CLIENT agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter. Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection

ATTACHMENT D: PROPOSAL TERMS AND CONDITIONS
ALSC Architects
Wenatchee Convention Center - Wenatchee, WA
Page 17 of 17 - May 19, 2022

with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

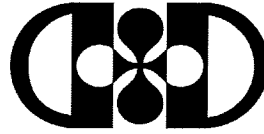
GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or Consultant, the CLIENT and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ASSIGNMENT: The CLIENT and Consultant shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and Consultant.

END ATTACHMENT D: PROPOSAL TERMS AND CONDITIONS.



DESIGN DEVELOPMENT LLC

Design Development *(KITCHEN DESIGN CONSULTANT) RUB*

Estimate No:1
Date: 03/22/2022
For: ALSC Architects
rhall@alscarchitects.com
203 N Washington St # 400
Spokane, Washington, 99201

Estimate

6415 E 11th Ave
Spokane Valley, WA, 99212
jt@designdevelopment-llc.com
www.designdevelopment-llc.com
612.244.0682

Description	Quantity	Rate	Amount
Pre-Design Phase: Travel to Site: Client Meeting: Review all Existing Foodservice Facility Kitchen Equipment, Custom Stainless, Exhaust & Refrigeration Systems. Field measure & inventory existing equipment & custom related items as needed.	1	\$1,500.00	\$1,500.00
Pre- Design Preliminary Report to Architect: Itemize Kitchen Equipment for re-use or salvage. Itemize Custom Stainless, Exhaust & Refrigeration systems for re-use or salvage from previous review at jobsite. Itemized Budget analysis included.	1	\$1,500.00	\$1,500.00
Space allocation, Preliminary Floor Plan, Equipment Schedule: CAD: Budget Cost estimate	1	\$3,900.00	\$3,900.00
Final Floor Plan, Equipment Schedule with Utility Info. Exhaust & Refrigeration System Shop Drawings, Info to engineers.: CAD	1	\$4,600.00	\$4,600.00
Plumbing & Electrical Rough-In spotting plans: CAD	1	\$2,900.00	\$2,900.00
Elevation Drawings: CAD	1	\$2,500.00	\$2,500.00
Specification Cut Sheet Book	1	\$500.00	\$500.00
Written Specifications- For Bidding Purposes	1	\$750.00	\$750.00
GC Phase: 2ea Additional site visits as needed: 1ea Punch list site visit & review report	1	\$2,500.00	\$2,500.00

DELETED FUTURE SCOPE - RUB

Subtotal	\$20,650.00
TAX 0%	\$0.00
Total	\$20,650.00

Total ~~\$20,650.00~~

\$6,900.00

RLH



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Darci Mattioda, Utility Planner
Public Works Department

MEETING DATE: June 23, 2022

I. SUBJECT

Code changes to the Wenatchee City Code (WCC) Chapter 1.99.040(5)-(7) Community Development Building Division Fees.

II. ACTION REQUESTED

Motion requested for the City Council to adopt Ordinance No. 2022-12 amending Chapter 1.99 of the Wenatchee City Code.

III. OVERVIEW

City staff is recommending updates to Title 1 Chapter 1.99.040(5)-(7) Community Development Building Division Fees. The current code allows the Public Works Director, or designee, to approve utility waiver fees for applicants that meet the criteria outlined in the code. Staff recommends expanding the existing boundary from the existing South Wenatchee Revitalization Area to the city limits. Staff believes this will better meet the needs for environmental justice and economic needs throughout the city.

In addition to expanding the boundaries, staff recommends adding a new criterion to allow projects that meet the requirements of the Washington State Department of Commerce's program, Connecting Housing to Infrastructure Program (CHIP), to the existing code to allow utility waiver fees for projects that qualify. The CHIP program will reimburse the City for utility waivers fees for projects that qualify.

Only the system investment fees and local facilities charges would be approved for a waiver, all permit fees would still apply.

These changes were discussed at the Public Works Economic Development Committee on June 7, 2022 and the Finance Committee on June 9, 2022. There were no objections to the changes.

IV. FISCAL IMPACT

Under the existing code, no waivers have been given in the last 5 years. The change in code will allow more projects to qualify for the waiver. In addition, the utility would be reimbursed by the Washington State Department of Commerce for CHIP projects.

The waivers that would qualify for State reimbursement are the single family residences developed under programs such as Habitat for Humanity. The current sewer system investment fee is \$ 3,821 per residential unit and the local facilities charge is \$6,580.

The current water system investment fee is \$1,200 for a single family residence. The total waived fees could range between \$5,021 to \$11,601 per home.

V. PROPOSED PROJECT SCHEDULE

If adopted, Ordinance No. 2022-12 become effective on June 24, 2022.

VI. REFERENCE(S)

Wenatchee City Code 1.99
Ordinance 2022-12

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Rob Jammerman, Public Works Director
Jessica Shaw, Deputy Public Works Director
Laura Merrill, Executive Services Director
Brad Posenjak, Finance Director
Jessica Shaw, Deputy Public Works Director
Glen DeVries, Community Development Director
Stephen Neuenschwander, Planning Manager

ORDINANCE NO. 2022-12

AN ORDINANCE, amending Chapter 1.99 WCC, pertaining to fee schedules.

NOW, THEREFORE, the City Council of the City of Wenatchee do ordain as follows:

SECTION I

WCC 1.99.040(5)-(7) "Community Development Building Division Fees"

shall be and hereby is amended, in pertinent part, to read as follows:

1.99.040 Community development building division fees

(5) Exceptions.

(a) Upon application being made by a qualified applicant as defined in subsection (5)(~~ba~~)(v) of this section, the city of Wenatchee will waive all development fees as provided for in WCC 1.99.010 and 1.99.020, The Public Works Director, or designee, may, in addition, approve a utility fee waiver ~~all of water service system investment~~ fees as provided for in WCC 9.12.5009.12.510 and ~~all~~ sewer investment fees and local facilities charges as provided for in WCC 4.08.036(2) & (3) and 4.08.037 as the same exist now or may hereafter be amended.

(b) In order for the fees described in subsection (5)(a) of this section to be waived, the following conditions must be met:

(i) The applicant's gross family income shall be no more than 80 percent of the Chelan County median income based on family size.

(ii) The applicant must be the current owner/occupant or purchaser/occupant of the property under a valid land sales contract.

(iii) The project must be located within the ~~South Wenatchee revitalization area (see Attachment B to Resolution 2003-18).~~ the city limits.

~~(iv) The project must be for owner-occupied housing only.~~

(v) The applicant must meet one of the following ~~two~~ criteria:

(A) The applicant must be approved for a housing rehabilitation loan pursuant to the city's South Wenatchee housing rehabilitation program; or

(B) The applicant must be a private or public nonprofit organization constructing a new owner-occupied housing unit within the area designated above. A "private or public nonprofit organization" means nonprofit corporations, municipal corporations, and other organizations formally established for the charitable purpose of providing low-income or affordable housing, recognized under the United States Internal Revenue Code as qualified recipients of tax deductible charitable contributions, including but not limited to organizations having received approval from the Internal Revenue Service of such status upon the filing of all forms as required for recognition as a 501(c)(3) corporation. For an entity to qualify as a private or public nonprofit organization under the provisions of this section, upon making a written request for fee waiver, the entity shall provide sufficient proof of such status, including such documentation as the city council may deem necessary. To qualify for fee waivers, all private or public nonprofit organizations shall assure that the project development includes "sweat equity," defined as labor contributed by the prospective homeowner and/or volunteer labor contributed through community donation. For purposes of this section, municipal public housing authorities established pursuant to Washington law shall be considered public nonprofit organizations.

(C) Projects that meet the requirements of the Washington State Department of Commerce Connection Housing to Infrastructure Program (CHIP)

(6) The city of Wenatchee shall be exempt from the payment of fees provided for by this section.

(7) ~~Building P~~ermit fees may be waived for all distressed persons who require building permits to repair damage to homes or other buildings, or replacement thereof, that was caused by fire, flooding, or other acts of God, as determined by the city council.

~~*Code reviser's note: Resolution 2003-18 may be found on file in the city clerk's office.~~

SECTION II

Except as expressly modified herein, Chapter 1.99 WCC shall remain in full force and effect.

SECTION III

This Ordinance shall take effect thirty (30) days from and after approval and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE this ____ day of June, 2022.

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 COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Jake Lewing, Senior Project Engineer
Public Works Department

MEETING DATE: June 23, 2022

I. SUBJECT

2022 Pavement Preservation, City Project #2110
Budget Amendment and Supplement #2 to Agreement with KPG

II. ACTION REQUESTED

Staff recommends the City Council approve the project budget amendment and authorize the Mayor to execute Supplement #2 with KPG for construction inspection services for the 2022 Pavement Preservation (Project No. 2110).

III. OVERVIEW

The City's 2022 Pavement Preservation Project (#2109) proposes to overlay multiple arterial streets as identified by the City's Pavement Management Program. The project will also replace or build approximately 85 curb ramps to make the sidewalk connections ADA compliant. Three bids were received on the project, and City Council awarded the project to the low bidder, Central Paving, in the amount of \$3,418,372.91 for the base bid plus alternate.

The City retained KPG for professional engineering services. The original agreement was supplemented 4/1/2022 (Supplement 1) for additional design services related to necessary signal improvements. The purpose of Supplement 2 is to provide additional funds in our agreement with KPG for construction inspection and testing services.

The City's purchasing policy requires this action due to the size of the overall consultant agreement and supplement.

IV. FISCAL IMPACT

This budget amendment proposes to supplement the approved amended project budget with an additional \$432,673 from Fund 301 and \$110,000 from Fund 109 due to the construction award amount and the inclusion of bike and ped improvements as identified in the City's Complete Streets Work Plan. Funding source and amount was discussed with Finance Committee and City Council on June 9, 2022.

V. PROPOSED PROJECT SCHEDULE

Bid Award was issued June 10, 2022. Construction is scheduled for summer and fall of 2022.

VI. REFERENCE(S)

1. Supplement #2 with KPG
2. Proposed Budget Amendment

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Gloria, Executive Services Director
Brad Posenjak, Finance Director
Rob Jammerman, Public Works Director
Gary Owen, City Engineer
Jacob Huylar, Engineering Services Manager
Anna Carr, Administrative Assistant

CON/___/___

CITY OF WENATCHEE

P.O. BOX 519 • WENATCHEE, WASHINGTON 98807-0519 • (509) 888-3202

DEPARTMENT OF PUBLIC WORKS**CONTRACT AMENDMENT NUMBER 2
TO THE PROFESSIONAL SERVICES AGREEMENT****Project Title: City Project #2110-2022 Pavement Preservation**

This Contract Amendment Number 2 dated this ____ day of _____, 20____, is entered into by and between the City of Wenatchee, a municipal corporation, herein called the "City," and KPG Psomas Inc. hereinafter the "Consultant":

WHEREAS, the City entered into a Professional Services Agreement ("Agreement") with the Consultant on November 4, 2021 for professional Engineering services on the 2022 Pavement Preservation Project; and

WHEREAS, the City now desires to retain the services of the Consultant to perform additional professional services and/or extend the time for performance; and

WHEREAS, the Consultant is qualified, willing, and able to provide and perform the services, if any, as described in this Contract Amendment Number 2; and

WHEREAS, the services to be performed by the Consultant are temporary in duration.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and of the Professional Services Agreement, and the Request for Additional Funds to be kept, performed, and fulfilled by the respective parties hereto, it is mutually agreed as follows:

I. SERVICES BY CONSULTANT

All services and all duties incidental or necessary thereto, shall be conducted and performed diligently and completely in accordance with professional standards of conduct and performance. The Consultant agrees to accomplish additional services as described in Attachment A, if any, and the time to perform all services is extended to 12/31/23.

II. COMPENSATION

A. Compensation for completion of the additional services, if any, shall not exceed \$275,477.00, as described in Attachment B.

B. The total contract amount, including the Professional Services Agreement for \$ 249,581.00, Contract Amendment Number 1 for \$ 34,232.00, Contract Amendment Number 2 for \$ 275,477.00, shall not exceed \$ 559,290.00.

Apple Capital of the World

C. The above fees include all labor, materials, and expenses for completion of the work.

III. EXTENT OF AGREEMENT/MODIFICATION

The Professional Services Agreement, together with Contract Amendment Number 1, Contract Amendment Number 2, represent the entire and completely integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements either written or oral. Except as modified herein, all provisions within the Agreement shall remain in full force and effect for the services provided under this Amendment. Additional amendments, modifications, or additions to the Agreement may only be made by written instrument properly signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment Number 2 on the dates written below:

CONSULTANT:

CITY OF WENATCHEE:

By: Nandez Miller

By: _____

Print Name: Nandez Miller, Vice President

Frank Kuntz, Mayor

Date: 6/3/2022

Date: _____

EXHIBIT A - Scope of Work



2022 Pavement Preservation Project

Contract Supplement No. 2 – Construction Services

City Project No. 2110

KPG Psomas Project No. 21125

June 3, 2022

This work will provide construction services for the contract to complete the City of Wenatchee's Pavement Preservation project. These services will include project management, documentation control, inspection, materials testing, and contract administration during the construction of the project, as detailed below. KPG Psomas ("Consultant") will provide to the City of Wenatchee ("City") construction services for the project.

A detailed scope for the Contract follows:

I. INTRODUCTION

The following scope of services and associated costs are based upon the assumptions outlined below.

General Assumptions:

- The level of service and fee is based on project duration of **65 working days** with 10 days prior to construction and 20 days for closeout for a total of **95 days for Construction Services**, with no additional working days to account for changes during construction. Should additional working days be granted to the Contractor, Consultant budget will be updated to reflect the increased duration of services.
- The **proposed project team** will include part-time project manager, resident engineer, and documentation specialist, and one full-time onsite construction observer. Team also includes sub-consultants to provide services for materials testing.
- Consultant will develop and utilize a Record of Materials (ROM) throughout the project. This scope of services provides the creation and management of the ROM, and scheduling of required materials testing respectively.
- City will review and execute the insurance, bonds, and the Construction Contract.
- It is anticipated that formal community outreach in relation to phasing and direct impacts due to construction will be performed by the City via updates to the City website. Consultant will lead one on one property owner coordination and organic dissemination of information to the public onsite (such as answering questions from inquiring passers-by).

- Consultant will review RAM's and will coordinate with the engineer of record on responding to RFI's, issuing design changes, etc., as-needed.
- Services will be performed in accordance with the Contract plans & special provisions, and City of Wenatchee's engineering standards.
- Coordination of construction with franchise utilities, if any, will be provided by Consultant.

II. SCOPE OF WORK

The work shall be performed as a supplement to the existing contract, under Task Order 8.

The objective and purpose of this Construction Services Agreement is for the Consultant to successfully deliver the construction of the Project to the City by ensuring that the improvements are constructed in accordance with the approved Plans and Specifications, as may be amended or revised, that all of the required Project documentation is accounted for.

TASK 8.1: MANAGEMENT / COORDINATION /ADMINISTRATION

Provide overall project management, coordination with the City, monthly progress reports, and invoicing. This effort will include the following elements.

- Organize and layout work for project staff. Prepare project instructions on contract administration procedures to be used during construction.
- Review monthly expenditures and construction management (CM) team scope activities. Prepare and submit monthly project progress letters to the City along with invoices describing CM services provided each month. Prepare and submit reporting required by funding source(s), if any.

Deliverables:

- Monthly invoices and progress reports

TASK 8.2: Assist City with Award Process

It is assumed that all tasks associated with assisting City with Award are included in Task 7 of the existing design contract currently held between City and Consultant. No additional Award Assistance is included in this Supplemental Agreement for Construction Services.

TASK 8.3: Administrative Services up to Contractor Notice to Proceed (NTP)

Administrative services are required up to NTP to establish procedures, communication and documentation with the City. This task also provides set up of the files, familiarization with the contract, and the beginning of material management and general "kick-off" coordination activities. Work under task 8.3 includes the following.

- Solicit input from the City to establish system and procedures for managing the contract

- Tracking and storing project documentation to include the following:
- Communications
 - Change Management
 - ✓ Authority
 - ✓ Field Directives
 - ✓ Change Orders to include justifications

Administrative process

- Approval of Subcontractors
- Material management
- Contractor progress payments
- Consultant invoices
- Prepare hard and electronic files
- The following logs will be prepared
 - Record of Materials (ROM), to contain the following:
 - ✓ Record of Materials number (RAM, 350-071)
 - ✓ RAM approval Codes
 - ✓ QPL
 - ✓ CMO
 - ✓ Relative Test Reports
 - ✓ Comments
 - Material Tracking
 - ✓ Monitors testing frequency per WSDOT Construction Manual
 - ✓ Log acceptance and compaction tests
 - ✓ Log pass or fail to include resolution of failing tests
 - ✓ Track Tickets and tonnages
 - Submittal Reviews
 - Request for Information (RFI)
 - Change Management
 - ✓ Change Order
 - ✓ Case Log (Issues)
 - ✓ Design Changes/Clarifications
 - Subcontractors
 - Certified Payroll
 - Materials on Hand
- The following templates will be prepared
 - Field Note Record
 - Progress Payment Estimate
 - Weekly Statement of Working Days
 - Change Order
 - Change Order Justification
 - Design Changes/Clarification
 - Field Material Verification
- Site visits to become familiar with project limits and physical constraints
- Familiarization with Contract Plans, Specifications, Permits and Geotechnical Report

- Review ROW commitment files
- Manage RAMs by reviewing against the Contract and/or facilitating Engineer of Record Reviews
- Manage the ROM
- Develop Team Communications and Stakeholders List
- Comb the Contract Provisions and compile list of submittals
- Prepare Pre-Construction (Precon) Agenda
- Review the Contract Provisions to insert Precon agenda items
- Prepare Precon attendees list
- Send invite to Precon attendees
- Attend Precon, take notes, prepare and distribute minutes
- Assist City with Utility Coordination
- Pre-construction photographs
- Review Contractor's Schedule for Contract Compliance

TASK 8.4: Construction Management (CM) and Administrative Services. NTP to Project Closeout.

CM and administrative services are provided by the Resident Engineer (RE) and Documentation Specialist (DS). Support includes stakeholder coordination, documentation and change management in general compliance with City and State requirements. Work includes the following:

- Maintain Logs identified in Task 8.3
- Coordinate material inspections from materials lab
- Review material reports from testing lab, Task 8.7, for Contract compliance and contact the Contractor to bring resolution to any deficiencies
- Track quantities according to the Construction Manual to get the required amount of testing
- Review RAMs and apply or facilitate approval codes
- Transmit ROM to the Contractor and request that they submit material requirements via the RAM process
- Facilitate approved RAMs to the Inspector who will verify that all the material delivered to the site is according to the approved RAMs
- Administer Contractor adherence of the ROM
- Cursory review and facilitation of Traffic Control Plans
- Review and respond to Contractor Serial Letters
- Issue Field Directives/Corrective Action memorandums
- Receive RFIs and issues raised by the Contractor answer RFIs and/or facilitate responses
- Change Management
 - Negotiations with Contractor regarding 1-04.4 Changes
 - Writing Change Orders to include Engineer's Estimate and Justifications
 - Update Case Log which includes
 - ✓ Tracking issues

- ✓ Anticipated impact to schedule
- ✓ Costs
- ✓ Forecast cost at completion
- ✓ Warrant assessment for additional working days
- Confirm that submittals are in general Contract conformance. Review and/or facilitate review and approvals of submittals
- Maintain project electronic and hard files
- Review Contractor's schedule for contract compliance
- Prepare coordination agendas, conduct coordination meetings
- Prepare minutes for coordination meetings and distribute to attendees
- Prepare Weekly Statement of Working Days and send to Contractor
- Obtain Request to Sublet (421-012), review for compliance and return to the Contractor
- Utility Coordination
- Coordination with stakeholders to include
 - Utilities
 - Link Transit and School Busses
 - Garbage, Recycle and Mail pick up and deliveries
 - Police and Fire departments
- Payroll Compliance to include checking
 - Certified Payrolls
 - Labor and Industry documentation (Statement of Intent, Affidavits of Wages Paid)
 - Notification to the Contractor of non-compliance
- Perform quality control checks on Inspector Field Note Records and Inspector Daily Reports
- Prepare progress pay estimates
- Maintain a set of Record Drawings, independent of the Contractor's
- Review Contractor's weekly "look ahead" and monthly schedule and compare with the Contractor's approved schedule
- Maintain a submittals list and prompt the Contractor for submittals
- Secure Contract schedule and activities for coordination with the public. Respond to general coordination regarding items such as status, schedule and access. Provide a broader public involvement that may involve flyers, news releases and public meetings
- ADA & MEF documentation: Throughout Construction, complete surveys and record data for all ADA ramps constructed as part of this project, including Maximum Extent Feasible (MEF) documentation. It is anticipated that close to 40 ramps will require MEF write-ups. 1 hour per ramp requiring an MEF is budgeted for this effort. Additional time is budgeted for the field measurement and recording of as-built data.
- Maintain hard and electronic files
- Perform internal monthly audits for compliance

TASK 8.5: Provide Field Inspection for each of the Project's Working Days

Inspections shall be made for each working day. The Inspector will act as the project's "in the field" focal point of coordination and field documentation. The inspector will monitor the Contractor's activities, produce Inspector Daily Reports, Field Note Records, verify that

material delivered to the site is in contract compliance, coordinate with stakeholders to include the Contractor, material testing lab, Fire and Police Departments, School Districts, businesses, residents and traveling public. The following Tasks will be the responsibility of the Inspector:

- Produce and Conduct
 - Inspector Daily Reports
 - Field Note Records for all Contract Items
 - Trainee Interview (226-012) – *if applicable*
 - Progress photographs
 - Punch list items
- Observe and Monitor the Contractor's
 - Work for compliance with the Contract Documents
 - Traffic control procedures and implementation of the approved traffic control plans which could include notification to the Contractor on deficiencies that require immediate correction
 - Temporary erosion and sediment control procedures and systems and provide recommendations
 - Compliance with project permits
- Coordinate
 - Materials testing as required under the ROM and WSDOT Construction Manual with materials Sub-Consultant. See Task 8.7
 - Hazardous waste monitoring
 - With stakeholders such as utilities, City departments, local businesses, traveling public, fire and police departments, and residences
 - With the Resident Engineer to identify and resolve project conflicts between the plans, special provisions and unforeseen conditions
 - With the Consultant and City staff to provide an informal daily report via email of the previous shift's activities.
- Meetings
 - Provide input to the RE for meeting agendas
 - Attend meetings as required to include (*when does not conflict with night work*)
 - Weekly Coordination
 - Others such as pre-paving, utility coordination and public outreach

TASK 8.6: Project Close Out

Assume the Contractor will be completed with punch list work and missing documentation within 10 working days of Substantial Completion at which time Physical Completion will be issued. An additional 10 working days after Physical Completion will be needed to finalize project files and compile all deliverables for handoff to City. Items of work within these 4 weeks include the following:

- Field Work
 - Prepare and monitor completion of the Punch List.
 - Final Field Note Records

- Administrative
 - Project resolution meetings with the Contractor to resolve final quantities and issues
 - Prepare Substantial, Physical and Completion letters
 - Final pay estimate
 - Gather remaining documentation for ROM and facilitate signature on Materials Certifications
 - Gather outstanding labor compliance documentation such missing Certified Payrolls and Affidavits of Wages Paid with Labor and Industries
 - Facilitate “Final Notice of Completion of Public Works Contract” form (F215-038-000)
 - Coordinate final Record Reviews by funding agencies- *if applicable*.

TASK 8.7: Materials Testing

Material testing is performed by a Sub-Consultant (AAR). Task 8.7 Scope and Fee belongs entirely with Sub-Consultant. All Consultant fee affiliated with managing the Task 8.7 Sub-Consultant are included in Tasks 8.1 through 8.6. The Sub-Consultant material’s lab will perform services such as:

- Review Record of Materials (ROM)
- Perform HMA Job Mix Formula Verification under Special Provision 5-04.2(2)
- Review Concrete RAM submittals and provide recommendations for approval codes
- Conduct material testing for Document items in accordance with the Local Agency Guidelines (LAG), WSDOT Construction Manual, and the ROM
- Provide written field reports for all inspections
- Coordinate with Inspector regarding test results and re-testing as necessary
- Assist RE with end of project Materials Certification

TASK 8.8: Management Reserve

A total reserve of 100 labor hours (\$14,520) is available for use in the event of changes in condition from the above assumptions. Release of reserve is upon City authorization only.



EXHIBIT B

PRIME CONSULTANT COST COMPUTATIONS

Contract Supplement No. 2 - Construction Services

Client: City of Wenatchee

City Project Number: 2110

KPG Psomas PROJECT NUMBER: 21125

Duration: 65 working days + 2 week startup and 4 weeks closeout

DATE: June 3, 2022

Task No.	Task Description	Labor Hour Estimate						Total Hours and Labor Fee Estimate by Task	
		Senior Project Engineer	Project Engineer II	Senior Construction Manager	Construction Observer III	Document Control Specialist	Senior Admin	Hours	Fee
		197	172	245	143	134	130		
Task 8.1 - MANAGEMENT / COORDINATION / ADMINISTRATION									
8.1.1	Project Management and Administrative Services			10				10	\$ 2,450.00
8.1.2	Prepare, review and submit monthly expenditures			5			5	10	\$ 1,875.00
	Task Total	0	0	15	0	0	5	20	\$ 4,325.00
Task 8.2 - Assist City with the Award Process (Included in Original Contract - Task 7)									
8.2.1	Assist City with Award Process							0	\$ -
8.2.2	Bid Tab Analysis and Verify Contractor							0	\$ -
8.2.3	Communications							0	\$ -
	Task Total	0	0	0	0	0	0	0	\$ -
Task 8.3 - Administrative Services up to Contractor Notice to Proceed (NTP) (2 weeks)									
8.3.1	Administrative Services up to Contractor Notice to Proceed					40		40	\$ 5,360.00
8.3.2	PreCon Photos/Site Familiarity Visit				8			8	\$ 1,144.00
8.3.3	Review Plans and Specs		8		8	6		22	\$ 3,324.00
8.3.4	Prepare Hard and Electronic Files					12		12	\$ 1,608.00
8.3.5	Prepare ROM					8		8	\$ 1,072.00
8.3.6	Prepare PreCon Agenda		4			4		8	\$ 1,224.00
8.3.7	Prepare Templates		4			10		14	\$ 2,028.00
8.3.8	Utility Coordination							0	\$ -
	Task Total	0	16	0	16	80	0	112	\$ 15,760.00
Task 8.4 - Construction Management (CM) and Administrative Services. NTP to Project Closeout. (13 Weeks)									
8.4.1	Construction Management Office Support		120	10		180		310	\$ 47,210.00
8.4.2	Construction Management Field Paperwork		62			40		102	\$ 16,024.00
8.4.3	Utility Coordination		8					8	\$ 1,376.00
8.4.4	Design Engineer Support	40	20					60	\$ 11,320.00
8.4.5	ADA Ramp As-Built Measurements & MEF Documentation		60		40	40		140	\$ 21,400.00
	Task Total	40	270	10	40	260	0	620	\$ 97,330.00
Task 8.5 - Provide Field Inspection for Each of the Project's Working Days (13 Weeks)									
8.5.1	Construction Inspection (10 hr days x 65 WD)		40		650			690	\$ 99,830.00
8.5.2	Weekly Construction Meetings (incl. elsewhere)							0	\$ -
8.5.3	Construction Inspection Nights (12 hours a night x 3 Nights)		36					36	\$ 6,192.00
	Task Total	0	76	0	650	0	0	726	\$ 106,022.00



EXHIBIT B

PRIME CONSULTANT COST COMPUTATIONS

Contract Supplement No. 2 - Construction Services

Client: City of Wenatchee

City Project Number: 2110

KPG Psomas PROJECT NUMBER: 21125

Duration: 65 working days + 2 week startup and 4 weeks closeout

DATE: June 3, 2022

Task No.	Task Description	Labor Hour Estimate						Total Hours and Labor Fee Estimate by Task	
		Senior Project Engineer	Project Engineer II	Senior Construction Manager	Construction Observer III	Document Control Specialist	Senior Admin	Hours	Fee
		197	172	245	143	134	130		
Task 8.6 - Project Closeout (4 Weeks)									
8.6.1	Closeout Paperwork / Punchlist Inspection				20	40		60	\$ 8,220.00
8.6.2	Prepare Documentation to Deliver to City		20			40		60	\$ 8,800.00
	Task Total	0	20	0	20	80	0	120	\$ 17,020.00
Task 8.7 - Materials Testing									
8.7.1	Subcontract with Material Tester (Est. NTE Amount of \$20k)							0	\$20,000
	Task Total	0	0	0	0	0	0	0	\$ 20,000.00
Task 8.8 - Management Reserve									
8.8.1	Upon City Authorization Only		20		40	40		100	\$ 14,520.00
	Task Total	0	20	0	40	40	0	100	\$ 14,520.00
	Total Labor Hours and Fee	40	402	25	766	460	5	1,698	\$ 274,977.00
Reimbursable Direct Non-Salary Costs									
								Mileage at current IRS rate	\$ 500.00
								Reproduction Allowance	\$ -
								Total Reimbursable Expense	\$ 500.00
								Total Estimated Budget	\$ 275,477.00

KPG Psomas Inc.
Summary of Negotiated Costs
Effective April 13, 2022 through Dec 31, 2022

Classification	Est Direct Salary	Office Overhead @173.37%	Fee @ 30% of DL	2022 Inclusive Rate
	Costs (DSC)	1.7337 Of DSC	30% of DSC	(Rounded to \$1)
Principal	93.91	162.81	28.17	285
Engineering Manager	82.73	143.43	24.82	251
Senior Engineer	70.35	121.97	21.11	213
Senior Project Engineer	64.91	112.53	19.47	197
Project Engineer II	56.59	98.11	16.98	172
Project Engineer I	48.23	83.62	14.47	146
Design Engineer	43.57	75.54	13.07	132
Engineering Technician	37.69	65.34	11.31	114
Technician	33.60	58.26	10.08	102
Engineering Assistant	30.23	52.40	9.07	92
Survey Manager	82.73	143.43	24.82	251
Survey Crew II (W/Equip)	82.00	142.16	24.60	249
Survey Crew I (W/Equip)	64.50	111.82	19.35	196
Project Surveyor	54.06	93.72	16.22	164
Senior Field Surveyor	44.90	77.84	13.47	136
Field Surveyor	40.74	70.63	12.22	124
Senior Survey Technician	45.12	78.22	13.54	137
Survey Technician	37.08	64.29	11.12	112
Survey Assistant	30.20	52.36	9.06	92
Urban Design Manager	66.02	114.46	19.81	200
Project Landscape Architect	49.85	86.42	14.96	151
Landscape Technician	33.48	58.04	10.04	102
Landscape Assistant	29.81	51.68	8.94	90
Senior Transportation Planner	59.93	103.90	17.98	182
Transportation Planner	37.54	65.08	11.26	114
Senior Construction Manager	80.76	140.01	24.23	245
Construction Manager	59.25	102.72	17.78	180
Senior Resident Engineer	52.00	90.15	15.60	158
Resident Engineer	46.95	81.40	14.09	142
Assistant Resident Engineer	42.79	74.19	12.84	130
Senior Construction Observer	70.00	121.36	21.00	212
Construction Observer III	47.00	81.48	14.10	143
Construction Observer II	41.50	71.94	12.45	126
Construction Observer I	33.28	57.70	9.98	101
Construction Technician	30.23	52.40	9.07	92
Document Control Specialist	44.24	76.70	13.27	134
Document Control Admin	34.32	59.50	10.30	104
Construction Assistant	24.96	43.27	7.49	76
CAD Manager	59.39	102.97	17.82	180
Senior CAD Technician	45.34	78.61	13.60	138
CAD Technician	39.09	67.77	11.73	119
Business Manager	58.52	101.46	17.56	178
Senior Admin	43.00	74.55	12.90	130
Office Admin	32.24	55.89	9.67	98
Office Assistant	27.04	46.88	8.11	82
Subs billed at cost plus 5%.				
Reimbursables billed at actual costs.				
Mileage billed at the current approved IRS mileage rate.				



Capital Project Budget

Date: June 23, 2022 Project Number: 2110

Project Name: 2022 Pavement Preservation Dept/Category: Public Works - Street Project

Project Description:

Overlay various city streets as identified by the city's StreetSaver Pavement Management Program.

Project Lead:	Jake Lewing	Start Year:	2021
Assigned Department:	Public Works	End Year:	2022
Original Project Budget:	\$3,489,000	Total City Funding:	\$3,921,673
Budget Amendment:	\$542,673	Other Funding:	\$110,000

Project Notes:

The "Original Budget" was approved by City Council on September 23, 2021 and was amended March 10, 2022 to cover increased costs of project based on preliminary design efforts. City Council awarded the construction contract on June 9, 2022 in the amount of \$3,418,373. This budget amendment transfers the additional funds required for the awarded construction contract. Elements from the Complete Streets Work Plan were also included in the construction contract, which is also included in this budget amendment.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	285,000	15,000	55,000	245,000			300,000
Right of Way Acquisition							
Construction Contract	2,984,100	434,273		3,418,373			3,418,373
Construction Engineering	190,000	89,100		279,100			279,100
Art Fund	29,900	4,300		34,200			34,200
Total Project Expenditures	3,489,000	542,673	55,000	3,976,673			4,031,673

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	111 - Street Overlay	1,339,000		55,000	1,284,000			1,339,000
Fund:	119 - TBD	1,150,000			1,150,000			1,150,000
Fund:	001 - General Fund	1,000,000			1,000,000			1,000,000
Fund:	301 - REET		432,673		432,673			432,673
Fund:								
GRANTS:								
Complete Streets Work Plan (Fund 109)			110,000		110,000			110,000
Total Project Revenues		3,489,000	542,673	55,000	3,976,673			4,031,673

Approved by City Council: _____ Date



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Gary Owen, City Engineer
Public Works - Engineering

MEETING DATE: June 23, 2022

I. SUBJECT

Gunn Road ownership transfer from Washington State Department of Transportation to City of Wenatchee.

II. ACTION REQUESTED

Staff recommends the City Council approve the Quitclaim Deed transferring Gunn Road to the City of Wenatchee and authorize the Mayor to sign the document.

III. OVERVIEW

Public Works staff has been working with WSDOT staff since approximately 2016 to construct appropriate improvements to Gunn Road so that it may be incorporated into the City road system. Gunn Road is currently located on WSDOT property where their Regional Headquarters (HQ) and Region 1 Maintenance Facilities reside. The roadway use is mixed including WSDOT access, WSP access, and access to a large commercial retail cluster that includes the Gateway Cinemas and Big Lots.

WSDOT constructed urban pedestrian and illumination along the roadway with the construction of their new HQ and later constructed additional sidewalks to the West providing a pedestrian connection to the commercial properties. These improvements were supported by Gateway Cinemas.

IV. FISCAL IMPACT

There is no immediate fiscal impact with this transfer of property. However, the city will be obligated to maintain this roadway asset as it does for all other city streets. The roadway will be reported as a new asset for 2022 and included in the StreetSaver pavement management program.

V. REFERENCE(S)

1. Quitclaim Deed
2. Sundry Site Plan for WSDOT Headquarters Site

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Gloria, Executive Services Director
Rob Jammerman, Public Works Director
Aaron Kelly, Operations Manager
Matt Collins, GIS Manager
Jacob Huylar, Engineering Services Manager
Jake Lewing, Senior Project Engineer

AFTER RECORDING RETURN TO:

ATTN: REAL ESTATE SERVICES
DEPARTMENT OF TRANSPORTATION
P.O. BOX 47338
OLYMPIA, WA 98504-7338

Document Title: Quitclaim Deed
Reference Number of Related Document: N/A
Grantor: State of Washington, Department of Transportation
Grantee: City of Wenatchee, a municipal corporation
Legal Description: Ptn. N 1/2 SE 1/4 SE 1/4 , Sec. 21, T.23N., R.20E., W.M.
Additional Legal Description is on Page 1 and 2 of document
Assessor's Tax Parcel Number: Unassigned ROW adjacent to 232021410250

QUITCLAIM DEED

DISTRICT NO. 2 HEADQUARTERS SITE - WENATCHEE

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of CONTINUED USE OF THE PROPERTY FOR PUBLIC TRANSPORTATION PURPOSES, hereby conveys and quitclaims unto CITY OF WENATCHEE, A municipal corporation of the State of Washington, Grantee, all right, title, and interest in and to the following described real property situated in Chelan County, State of Washington:

A tract of land situate in the north half of the southeast quarter of the southeast quarter of Section 21, Township 23 North, Range 20 East, Willamette Meridian, in Chelan County, Washington, described as follows:

The south 60 feet of Lot 2, Amended Washington State Department of Transportation Short Plat No. 2454, Chelan County, Washington, recorded March 4, 1992, in Book SP-9 of Short Plats, Pages 16 and 17, under recording number 9203050001, being an amendment of the Washington State Department of

Transportation Short Plat No. 1201, recorded April 23, 1985, in Book SP-2 of Short Plats, Page 84, under recording number 8504230016, records of said county.

SUBJECT TO that easement conveyed to Public Utility District No. 1 of Chelan County by Correction Easement Deed filed October 22, 1985, in Book 979, Page 1380, under recording number 9209300026, records of Chelan County, Washington;

AND SUBJECT TO that easement conveyed to Washington State Patrol by Quitclaim Deed filed March 14, 1988, in Book 890, Page 804, under recording number 8803140021, records of Chelan County, Washington;

AND SUBJECT TO that easement conveyed to Eastmont Enterprises by Quitclaim Deed filed May 29, 1992, in Book 970, Page 11, under recording number 9206010005, records of Chelan County, Washington;

AND SUBJECT TO that easement conveyed to Public Utility District No. 1 of Chelan County by Easement Deed filed September 30, 1992, in Book 979, Page 1377, under recording number 9209300025, records of Chelan County, Washington;

AND SUBJECT TO that easement conveyed to Public Utility District No. 1 of Chelan County by Easement Deed filed March 8, 1994, in Book 1015, Page 1129, under recording number 9403090017, records of Chelan County, Washington.

The specific details concerning all of which may be found on sheet 1 of 1 sheets of that certain plan entitled DISTRICT NO. 2 HEADQUARTERS SITE - WENATCHEE, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval August 18, 1970, revised December 10, 2021.

Subject to all existing encumbrances, including easements, restrictions and reservations, if any.

The Grantee herein, on behalf of itself and its successors or assigns, as part consideration paid herein, waives and/or releases Grantor from any past, present, or future claims for damages directly or indirectly caused by highway drainage or runoff, and further, Grantee, its successors or assigns, shall have no right of compensation for damages to the property herein conveyed caused directly or indirectly by highway drainage or runoff.

The Grantee herein, on behalf of itself and its successors or assigns, covenants and agrees that the above referenced property is transferred for road/street purposes only, and no other use shall be allowed. Should said property cease to be used for road/street purposes said ownership shall automatically revert to Grantor, and Grantee, its successors, or assigns agree to convey by deed the property to Grantor immediately upon Grantor's written notice to Grantee its successors, or assigns. Further, Grantee, its, successors or assigns shall release in the deed all Grantee, successors' or assigns' interest in said property.

The Grantee, on behalf of themselves and its successors or assigns, as part consideration herein, do hereby agree to comply with all civil rights and anti-discrimination requirements of chapter 49.60 RCW as to the lands herein conveyed.

The lands herein described are not required for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.063.

Dated at Olympia, Washington, this _____ day of _____, 20_____.

STATE OF WASHINGTON,
DEPARTMENT OF TRANSPORTATION -
GRANTOR

Roger Millar, PE, FASCE, FAICP
Secretary of Transportation

APPROVED AS TO FORM:

By: _____
Assistant Attorney General

REVIEWED AS TO FORM CITY OF WENATCHEE-GRANTEE:

By: _____

Frank Kuntz, Mayor

STATE OF WASHINGTON)

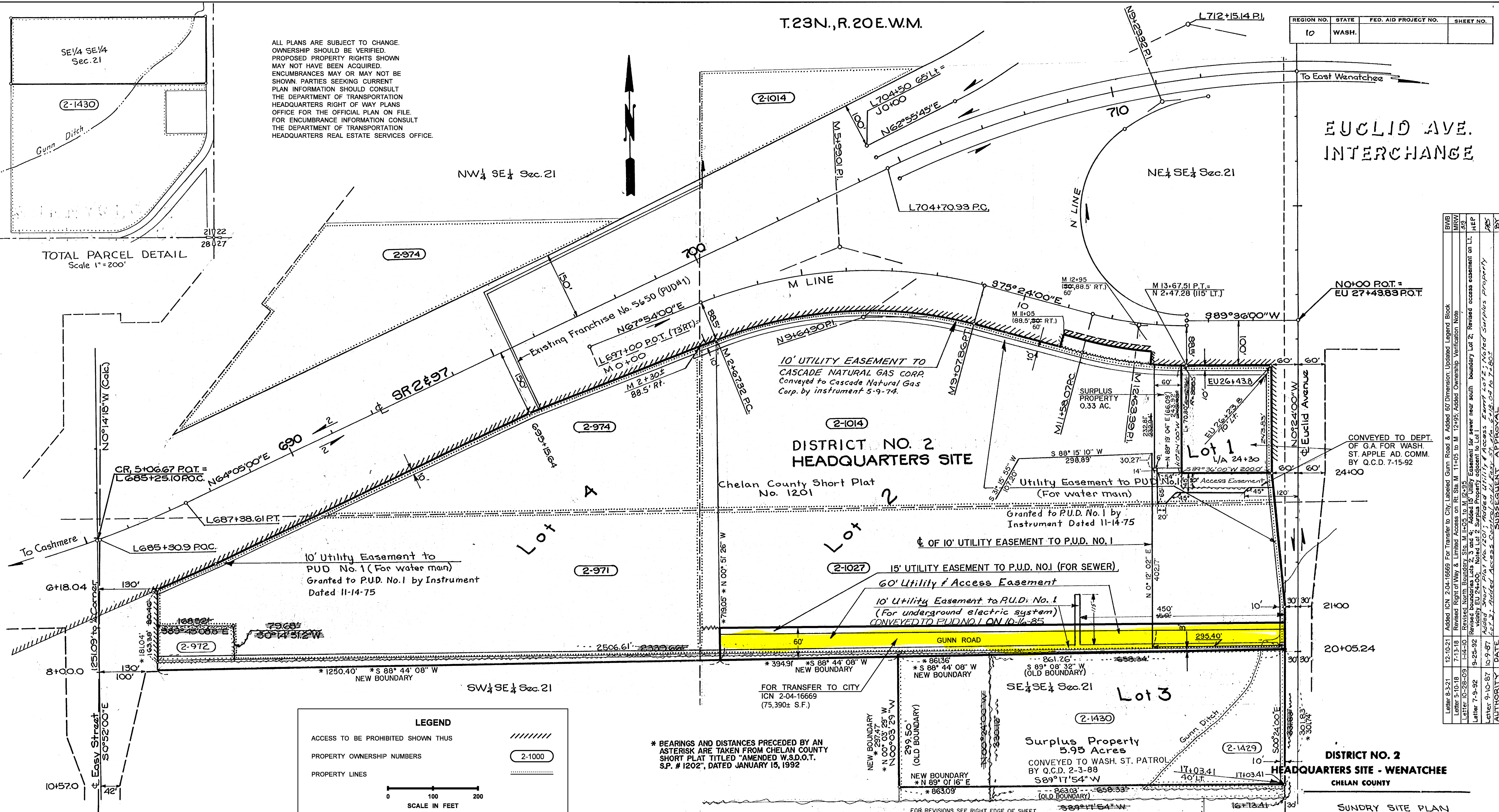
) : ss

COUNTY OF THURSTON)

On this _____ day of _____, 20____, before me personally appeared Roger Millar, known to me as the Secretary of Transportation, State of Washington, Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.

Notary (print name) _____
Notary Public in and for the State of Washington,
residing at _____
My Appointment Expires _____



ALL PLANS ARE SUBJECT TO CHANGE. OWNERSHIP SHOULD BE VERIFIED. PROPOSED PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED. ENCUMBRANCES MAY OR MAY NOT BE SHOWN PARTIES SEEKING CURRENT PLAN INFORMATION SHOULD CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS RIGHT OF WAY PLANS OFFICE FOR THE OFFICIAL PLAN ON FILE FOR ENCUMBRANCE INFORMATION CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS REAL ESTATE SERVICES OFFICE.

TOTAL PARCEL DETAIL
Scale 1" = 200'

LEGEND

ACCESS TO BE PROHIBITED SHOWN THUS

PROPERTY OWNERSHIP NUMBERS

PROPERTY LINES

SCALE IN FEET

CURVE DATA

Pl. Station	Δ	R	T	L
L679+07.10	45°56'30" RT	2200'	932.52'	1764.03'
M 5+99.01	36°42'00" RT	1000'	331.69'	640.54'
M 12+63.39	15°00'00" LT	800'	105.32'	209.44'

OWNERSHIPS

PARCEL NO.	NAME	TOTAL AREA	TAKE	Lt. REMAINDER Rt.
2-971	John E. Deal	8.00 Ac.	8.00 Ac.	
2-974	Herbert Diez	7.39 Ac.	3.79 Ac.	3.80 Ac.
2-1014	George C. Staples	12.57 Ac.	11.09 Ac.	1.48 Ac.
2-1027	Alvin Diez	10.05 Ac.	10.05 Ac.	
2-1429	Edward Beresch	1.15 Ac.	1.15 Ac.	
2-1430	C.F. Erminson	15.30 Ac.	4.80 Ac.	10.50 Ac.
2-972	James T. Mattix	0.30 Ac.	0.30 Ac.	

FOR REVISIONS SEE RIGHT EDGE OF SHEET

LETTER	DATE	DESCRIPTION	BY
Letter 12-14-92	12-24-92	Rev. Boundary Surplus Property Lot 2	A S F
Letter 12-2-91	12-13-91	Added 10' utility easement on Lt. vic. Sta. 20+00 to 24+00	HEP
Letter 7-3-85	7-26-85	Added dimensions 10' Utility Easement at Sta. 20+80 to Left	DW
Letter 5-24-85	6-21-85	Added 10' Utility Eas. SR 2 Sta. L685+40 to Rt. to EU 20+18.24 Lt.	SRT
Letter 1-8-85	2-19-85	Revised District No. 2 Headquarters Site boundary Sta. M10+36 to EU 24+00 Lt.; Added Access Easement EU 23+85 Lt.	DW
Letter 1-5-76	1-23-76	Noted easement granted to Cascade Nat. Gas Corp. by instrument 5-9-74	RLS
Letter 7-9-75	Rev. 12-11-75	Noted Easement granted to PUD No. 1 by Instrument Dated 11-14-75	DT
Letter 12-10-74	12-24-74	Added 10' Utility Easement to PUD #1 on Rt. Sta. L686+00 to 17+03.41	MRT
Letter 6-20-73	7-13-73	Added 10' Utility Easement to Cascade Nat. Gas Corp. on Rt. M 2+30 to EU 26+43.8	RLS
Letter 9-7-72	9-22-72	Revised Southernly boundary Headquarters Site	RLS
Letter 1-26-72	2-11-72	Revised Southwesterly boundary HQ site	RLS
Letter 4-19-71	5-6-71	Added areas & parcels 2-1429 & 2-1430	RLS
AUTHORITY	DATE	SUBSEQUENT APPROVAL	BY

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASHINGTON

DISTRICT NO. 2 HEADQUARTERS SITE - WENATCHEE
CHELAN COUNTY

SUNDRY SITE PLAN

AUGUST 18, 1970

SHEET 1 OF 1 SHEETS

REV.	DATE	DESCRIPTION
BWB	12-10-21	Added ICN 2-04-16669 For Transfer to City, Labeled Gun Road & Added 60' Dimension; Updated Legend Block
MRV	7-13-18	Revised Right of Way & Limited Access on Rt. Sta. M 11+05 to M 12+95; Added Ownership Verification Note
070	1-14-10	Revised North Boundary Sta. M 11+05 to M 12+95
HEP	9-25-92	Revised boundaries Lots 2, 3 and 4; Added 15' Utility Easement for sewer near south boundary Lot 2; Revised access easement on Lt. vicinity EU 24+00; Noted Lot 2 Surplus Property adjacent to Lot 1
RS	Letter 9-10-87	Added Short Plat No. 1201; Added Utility Access Easement Lot 2; Noted Surplus Property
RS	Letter 10-87	Added Access Easement
DATE		SUBSEQUENT APPROVAL
AUTHORITY		BY



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Aaron Kelly, Public Works
Operations Manager

MEETING DATE: June 23, 2022

I. SUBJECT

First Amendment to the Solid Waste Service Agreement

II. ACTION REQUESTED

Staff recommends that the City Council approve the First Amendment to the Solid Waste Service Agreement and authorize the Mayor to sign the amendment.

III. OVERVIEW

May 1, 2021, the City entered into a Solid Waste Services Agreement with Waste Management of Washington INC. The agreement terms are for 10 years ending on April 31, 3031 and gives Waste Management the exclusive right to perform solid waste collections services.

The current agreement allows for residential collection between the hours of 6:00 AM and 6:00 PM Monday through Friday with the exceptions of holiday collection schedules. Recent guidelines for heat exposure have prompted Waste Management to increase heat exposure prevention and safety plans. These prevention plans include reducing hours employees work in the hottest parts of the day. Waste Management is requesting to have the ability to start residential collection services an hour early (5AM) in the summer Months (June 1st through September 30th), when temperatures are forecasted to be over 90 degrees Fahrenheit in efforts to prevent heat exposure. The amendment adds language in section 2.4 of the agreement allowing residential collections to start early the summer months.

IV. FISCAL IMPACT

N/A -None

V. SCHEDULE

Immediate implementation upon approval.

VI. REFERENCE(S)

First Amendment to the Solid Waste Service Agreement

VII. ADMINISTRATIVE ROUTING

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

FIRST AMENDMENT TO SOLID WASTE SERVICES AGREEMENT

This FIRST AMENDMENT TO SOLID WASTE SERVICES AGREEMENT (this “**First Amendment**”) is entered into by and between WASTE MANAGEMENT OF WASHINGTON, INC., a Washington corporation (“**Contractor**”) and the CITY OF WENATCHEE, a municipal corporation created under the laws of the State of Washington (“**City**”), effective as of June 1, 2022 (the “**Effective Date**”). The parties shall be collectively referred to herein as the “**Parties**” and individually as a “**Party**”, unless specifically identified otherwise.

RECITALS

WHEREAS City and Contractor are Parties to that certain Solid Waste Services Agreement, dated as of May 1, 2021 (the “**Contract**”); and

WHEREAS City and Contractor now desire to amend the Contract to adjust the Collection Services schedule for Single-Family Premises during the summer months.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Capitalized Terms.** Capitalized terms used herein but not defined shall have the meanings set forth in the Contract.
2. **Collection Schedule.** Section 2.4 of the Contract is hereby amended in its entirety as follows:

2.4 Collection Schedule

Except as otherwise provided in this Agreement (e.g., Section 2.18), collection from Single-Family Premises shall occur between the hours of 6:00 AM and 6:00 PM, Monday through Friday. The Contractor may begin service at 5:00AM from June 1 through September 30, Monday through Friday, in any week where the temperature in the service area is projected by the National Weather Service to reach 90 degrees Fahrenheit or higher during at least one (1) service day. Collection from Commercial Premises shall occur between the hours of 3:00 AM and 6:00 PM, Monday through Saturday (where special circumstances or complaints received by the City indicate the necessity or desirability of an adjustment to the collection schedule, the City may request such an adjustment by written request to Contractor). If Contractor’s hours of operation create a complaint problem, Contractor and the City will determine a solution that may result in modification of the collection schedule and adjustment of the Rates. Contractor shall provide fourteen (14) days written notice to the Mayor or his/her designee of any change which affects the regular collection schedule.

3. **Full Force and Effect.** Except as otherwise provided in this First Amendment, all other terms and provisions of the Contract, shall remain in full force and effect.
4. **Counterparts; Signatures.** This First Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall be deemed valid execution of this First Amendment and binding on the Parties.

IN WITNESS WHEREOF, the Parties execute this First Amendment on the dates set forth below. Each person signing this First Amendment represents and warrants that he or she has been duly authorized to enter into this First Amendment by the Party on whose behalf it is indicated that the person is signing.

THE CITY OF WENATCHEE, WA

**WASTE MANAGEMENT OF
WASHINGTON, INC.**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

By: _____

Title: _____



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Mike Hodgson, WWTP Supervisor
Public Works Department

MEETING DATE: June 23, 2022

I. SUBJECT

Wastewater Treatment Plant Drying Bed Expansion, Project No. 2211
Authorization to Award Design Contract to Gray & Osborne, Inc.

II. ACTION REQUESTED

Staff recommends the City Council award the design contract for the Wastewater Treatment Plant Drying Bed Expansion, Project No. 2211, to Gray & Osborne, Inc. in the amount of \$214,000 and authorize the Mayor to sign the design contract on behalf of the City.

III. OVERVIEW

This report is a follow up from the May 12th City Council's approval of the budget amendment to move forward with design of the Wastewater Treatment Plant (WWTP) Drying Bed Expansion. Gray & Osborne, Inc. has been selected as our engineering design consultant with a budget of \$214,000 for the design and bidding administration services. The original budget was estimated at \$247,500.

City staff calculated the annual costs of producing Class A biosolids and the cost to take the biosolids to Boulder Park. Our annual cost is roughly \$100,000 and Boulder Park is roughly \$375,000 to \$435,000. The drying bed property is leased from Chelan County for the purposes of managing biosolids. The City currently has 19 years left on the lease and anticipates that the proposed improvement will provide capacity through the end of the lease.

IV. FISCAL IMPACT

Funding for this project will be from the 405 Sewer Utility Fund. The WWTP Drying Bed Expansion is in the adopted Capital Improvement Facility Plan. City staff are requesting an amendment to the 2022 budget to begin design in 2022 and construction in 2023. Please refer to the attached budget sheet for more information.

V. PROPOSED PROJECT SCHEDULE

Design for this project will be started in 2022, out for bid late in 2022 and construction of the WWTP Drying Bed Expansion will be in 2023.

Agenda Report WWTP Drying Beds Expansion Budget Amendment

May 12, 2022

Page 2

VI. REFERENCE(S)

1. Capital Project Budgets for Project No. 2211 – WWTP Drying Beds Expansion
2. Project map of WWTP Drying Beds
3. Professional Services Agreement & Scope of Work for Wastewater Treatment Plant Drying Bed Expansion, Project No. 2211.

VII. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Laura Merrill, Executive Services Director
Brad Posenjak, Finance Director
Natalie Thresher, Financial Analyst
Rob Jammerman, Public Works Director
Jessica Shaw, Deputy Public Works Director-Utilities
Anna Carr, Administrative Assistant



Capital Project Budget

Date: May 12, 2022 Project Number: 2211

Project Name: WWTP Drying Bed Expansion Dept/Category: Public Works - Sewer Project

Project Description: The purpose of this project is to increase the size of the existing drying beds by adding two drying beds and prep the site for an addition two bed if needed in the future to the east. As part of the design effort, a stormwater evaluation on the existing pond will need to be conducted to determine if a second, evaporation pond will be required. The city would also like to consider solar panels for lighting, paving the roads within the site from the Malaga Highway and move the fence to accommodate the expanded drying beds area and adding a septic tank outhouse to the site. The site currently has an area for vector truck waste, a class A holding bunker and a maintenance shed, all which will remain. The city requests full plans to prepare for bidding and construction early spring of calendar year 2023.

Project Lead:	Mike Hodgson	Start Year:	2022
Assigned Department:	Public Works	End Year:	2023
Original Project Budget:	\$2,500,000	Total City Funding:	\$2,062,500
Budget Amendment:		Other Funding:	

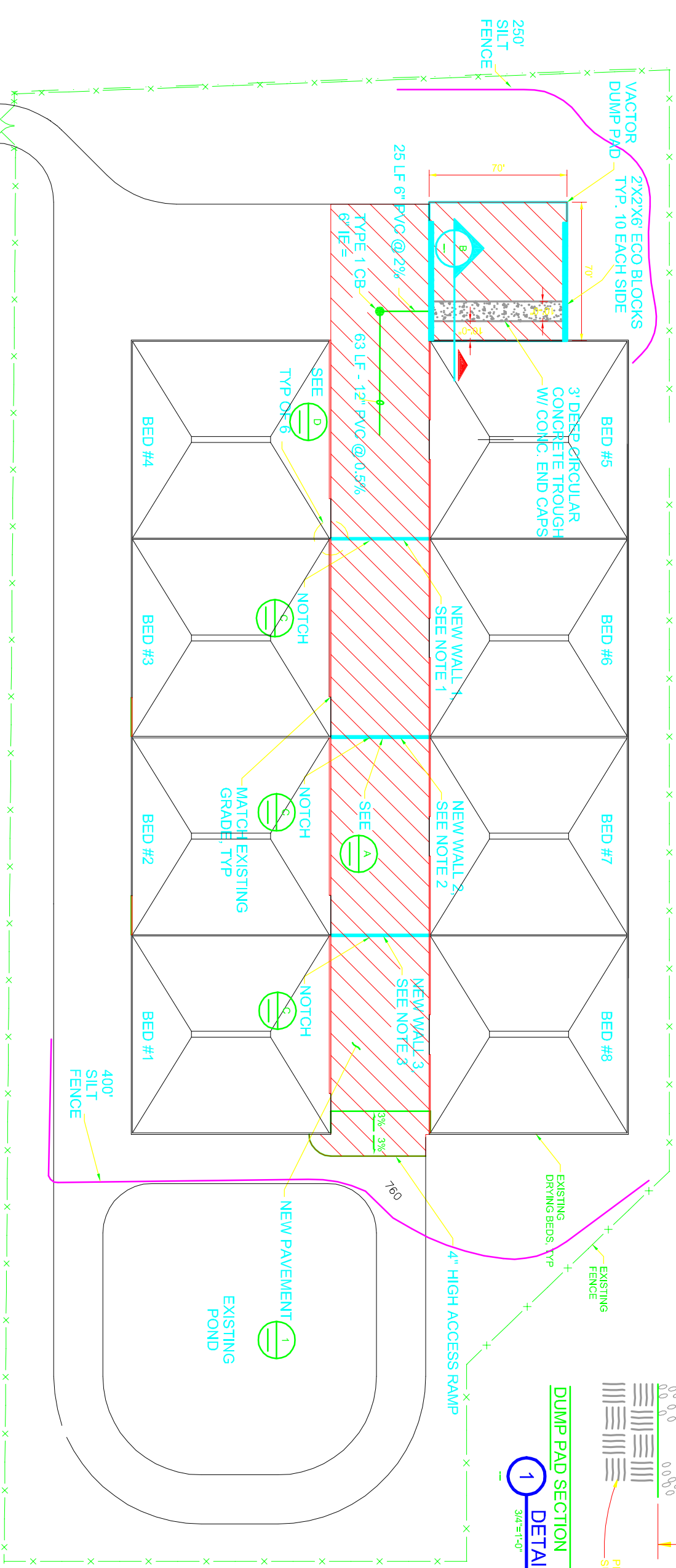
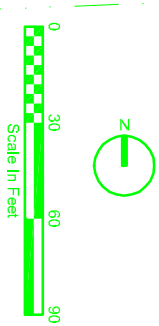
Project Notes:

The project was identified in the Wastewater Treatment Plant Facilities Plan Updated adopted by City Council in 2016. The project is also in the 2022-2027 Capital Facilities Plan adopted in 2021.

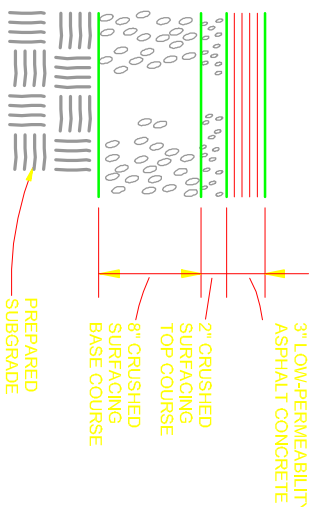
Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2022	2023	2024+	
Design Engineering	\$247,500			247,500			247,500
Right of Way Acquisition							
Construction Contract	\$1,650,000				1,650,000		1,650,000
Construction Engineering	\$165,000				165,000		165,000
Art Fund							
Total Project Expenditures	2,062,500			247,500	1,815,000		2,062,500

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2022	2023	2024+	
Fund:	405 - Sewer Utility	2,062,500			247,500	1,815,000		2,062,500
Fund:								
Fund:								
GRANTS:								
Total Project Revenues		\$2,062,500			247,500	1,815,000		2,062,500

Approved by City Council: _____ Date _____



PLAN
1" = 60'



1
3/4" = 1'-0"



- NOTES:**
1. TOP OF WALL EL = 765.50.
 2. TOP OF WALL EL = 764.50.
 3. TOP OF WALL EL = 763.50.



CON/_____/____

CITY OF WENATCHEE

P.O. BOX 519 • WENATCHEE, WASHINGTON 98807-0519 • (509) 888-3202

DEPARTMENT OF PUBLIC WORKS

PROFESSIONAL SERVICES AGREEMENT

WWTP Drying Beds Expansion, CPN 2211

The City of Wenatchee, Washington, a municipal corporation (“City”) and Gray & Osborne Inc., whose address is 11 Spokane Street, Suite 105 Wenatchee, WA 98801 (“Consultant”), agree and contract as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Exhibit 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.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for completion of these services shall not exceed \$214,000, as detailed in Exhibit B.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors’ fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days’ notice to the other in writing. In the event of termination, all finished or

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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 WWTP Supervisor 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 December 31, 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

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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.

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, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with

any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

G. City Full Availability of Consultant Limits

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

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: _____

Date: _____