



## WENATCHEE CITY COUNCIL

Thursday, May 25, 2023

Wenatchee City Hall Council Chambers

301 Yakima Street

Wenatchee, WA 98801

### AGENDA

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

#### 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 #207573 through #207620 in the amount of \$1,263,131.06 for May 11, 2023  
Payroll distribution in the amount of \$442,750.00 for May 19, 2023  
Claim checks #207628 through #207735 in the amount of \$2,007,264.52 for May 18, 2023  
Claim checks #207621 through #207627 in the amount of \$59,186.37 for May 18, 2023
- *Motion for City Council to approve Resolution No. 2023-12, appointing three Councilmembers as voting representatives on behalf of the City of Wenatchee at the Association of Washington Cities Annual Conference and Business Meeting for 2023.*
- *Motion for City Council to accept the work performed by Olin Excavation on the Kenzie's Landing Project as complete and authorize the Mayor to sign the final contract voucher certificate.*

#### 4. Presentations

- Memorial Day Proclamation
- Pride Month Proclamation
- Years of Service Milestones

## 5. Action Items

- A.** Waterfront Gateway Phase 2, Project #1905-2  
Budget Amendment and Authorization to Award Construction Contract  
Presented by Project Engineer Charlotte Mitchell  
**Action Requested:** *Motion for City Council to amend the project budget, and award the contract for construction of Waterfront Gateway Phase 2, City project number 1905-2 to KRCI, LLC and further authorize the Mayor to sign the construction contract documents.*
- B.** 2023 Pavement Preservation, Project #2203  
Authorization to Award Construction Contract  
Presented by Project Engineer Charlotte Mitchell  
**Action Requested:** *Motion for City Council to amend the project budget, and award the contract for construction of the 2023 Pavement Preservation, to Central Washington Asphalt and further authorize the Mayor to sign the construction contract documents.*
- C.** 2023 Pavement Preservation, Project #2203  
Construction Administration Contract with KPG Psomas  
Presented by Project Engineer Charlotte Mitchell  
**Action Requested:** *Motion for City Council to approve and authorize the Mayor to negotiate with KPG Psomas for a supplement to their current for construction administration services for 2023 Pavement Preservation – Project No. 2203 and further authorize the Mayor to sign an amendment on behalf of the City.*
- D.** Resolution No. 2023-08 – Electronic Record and Signature Policy  
Presented by City Attorney Danielle Marchant  
**Action Requested:** *Motion for City Council to approve Resolution No. 2023-08, authorizing the use of electronic signatures and adopting an electronic record and signature policy.*
- E.** Project #2316 – Columbia Corridor Utilities Study Consultant Agreement  
Presented by Utility Planner Darci Mattioda  
**Action Requested:** *Motion for City Council to approve the Professional Services Agreement with PACE Engineering for the Columbia Corridor Utilities Study Project #2316 and authorize the Mayor's signature.*

## 6. Reports

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

## 7. Announcements

## 8. Close of Meeting

*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).*



## WENATCHEE CITY COUNCIL

**Thursday, May 11, 2023**

Wenatchee City Hall Council Chambers  
301 Yakima Street  
Wenatchee, WA 98801

### MINUTES

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

**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 "A" Linda Herald; Councilmember At-Large "B" Keith Huffaker

**Staff Present:** Executive Services Director Laura Gloria; Assistant City Attorney Steve Smith; City Clerk Tammy McCord; IS Support Tim McCord; Operations Manager Aaron Kelly; Public Works Director-Utilities Jessica Shaw; Engineering Services Manager Jacob Huylar; Project Engineer Charlotte Mitchell; Finance Director Brad Posenjak; Planning Manager Stephen Neuenschwander; Public Works Director Rob Jammerman; Police Chief Steve Crown

#### **4:45 p.m. Executive Session**

Executive session to consider the acquisition of real estate by purchase when public knowledge regarding such consideration would cause a likelihood of increased price. RCW 42.30.110(1)(b).

*Motion by Councilmember Mark Kulaas to convene in executive session for a time period not to exceed 5:15 p.m. with legal counsel present, to consider the acquisition of real estate by purchase when public knowledge regarding such consideration would cause a likelihood of increased price. RCW 42.30.110(1)(b). Councilmember Travis Hornby seconded the motion.*

The executive session ended at 4:56 p.m.

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

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

## 2. Citizen Requests/Comments

Carl Ellard, 1500 Third Street, Wenatchee, presented photos showing trash from camps along the waterfront loop trail and his concerns with the new pedestrian bridge being built to include rocks and boulders to deter camping.

## 3. Consent Items:

- *Motion to approve agenda, vouchers, and minutes from previous meetings.*  
Vouchers:  
Wires #1588-#1590 in the amount of \$54,824.16 for April 25, 2023  
Claim checks #207389 through #207473 in the amount of \$1,003,828.00 for April 27, 2023  
Claim checks #207474 through #207475 in the amount of \$32,648.23 for April 27, 2023  
Claim checks #207488 through #207496 in the amount of \$23,100.76 for April 28, 2023  
Benefits/deductions in the amount of \$1,029,878.73 for April 28, 2023  
Payroll distribution in the amount of \$588,457.29 for May 5, 2023  
Claim checks #207497 through #207572 in the amount of \$593,448.41 for May 4, 2023  
Payroll distribution in the amount of \$2,041.54 for May 5, 2023  
Payroll distribution in the amount of \$17,548.67 for May 5, 2023
- *Motion for City Council to approve the Final Contract Voucher with TW Clark Construction, LLC for Project No. 1716 – Wenatchee City Hall Redevelopment project, and authorize the Mayor’s signature.*

*Motion by Councilmember Travis Hornby to approve agenda, vouchers, and minutes from previous meetings and for City Council to approve the Final Contract Voucher with TW Clark Construction, LLC for Project No. 1716 – Wenatchee City Hall Redevelopment project, and authorize the Mayor’s signature. Councilmember Top Rojanasthien seconded the motion. Motion carried (7-0).*

## 4. Presentations

- Jonathan Garcia-Mendoza Day Proclamation read by Councilmember Jose Cuevas and presented to Jonathan Garcia-Mendoza.
- Police Week Proclamation read by Councilmember Mike Poirier and presented to Police Chief Steve Crown and Wenatchee Police Department Officers.
- Provider Appreciation Day Proclamation read by Councilmember Top Rojanasthien and presented to Gloria Vasquez and childcare providers.
- Public Works Week Proclamation read by Councilmember Linda Herald and presented to Public Works Director Rob Jammerman and public works staff.
- National Historic Preservation Month Proclamation read by Councilmember Mark Kulaas and presented to Historic Preservation Board member Heather Ostenson.
- Common Ground Presentation – Serve Wenatchee Valley Executive Director Thom Nees presented an informational power point presentation for the Common Ground Housing Trust.



## 5. Action Items

### A. Chelan County Solid Waste Management Plan

Operations Manager Aaron Kelly and Chelan County Solid Waste Coordinator Brenda Blanchfield presented the staff report. Council commented.

*Motion by Councilmember Travis Hornby for City Council to approve Resolution No. 2023-10, approving and adopting the Chelan County Solid Waste Management Plan dated April 2023. Councilmember Top Rojanasthien seconded the motion. Motion carried (7-0).*

### B. Lease Agreement between the Wenatchee Valley Young Men's Christian Association and the City of Wenatchee for Parking

Executive Services Director Laura Gloria presented the staff report.

*Motion by Councilmember Top Rojanasthien for City Council to authorize the Mayor to sign the Lease Agreement between the Wenatchee Valley Young Men's Christian Association and the City of Wenatchee for parking. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).*

### C. Wastewater Treatment Plant Facilities Plan Amendment

Public Works Deputy Director-Utilities Jessica Shaw presented an informational power point presentation and the staff report.

*Motion by Councilmember Mike Poirier for City Council to adopt the City of Wenatchee Wastewater Treatment Plant Facilities Plan Amendment. Councilmember Linda Herald seconded the motion. Motion carried (7-0).*

### D. City Project 2007 – Springwater Avenue Improvements Budget Amendment Authorization to Award Construction Contract

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

*Motion by Councilmember Mike Poirier for City Council to amend the project budget, and, pending TIB concurrence, award the contract for construction of the Springwater Avenue Improvements to the lowest responsive bidder and further authorize the Mayor to sign the construction contract documents. Councilmember Mark Kulaas seconded the motion. Motion carried (7-0).*

**E. City Project 2007 – Springwater Avenue Improvements  
Authorization to Negotiate for Consultant Services**

Engineering Services Manager Jacob Huylar presented the staff report.

*Motion by Councilmember Top Rojanasthien for City Council to authorize the Mayor to negotiate with TranTech Engineering, LLC for construction management services on the Springwater Avenue Improvements project and further authorize the Mayor to sign a contract on behalf of the City. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).*

**F. Red Apple Road – Vista Place to Miller Street, Project #2315 – Consultant Agreement**

Project Engineer Charlotte Mitchell presented the staff report.

*Motion by Councilmember Travis Hornby for City Council to approve and authorize the Mayor to negotiate with SCJ Alliance for public outreach services for Red Apple Road – Vista Pl. to Miller St. – Project No. 2315 and further authorize the Mayor to sign a contract on behalf of the City. Councilmember Jose Cuevas seconded the motion. Motion carried (7-0).*

**G. Ordinance No. 2023-06 – Amendments to the 2023 Budget**

Finance Director Brad Posenjak presented the staff report. Council commented.

*Motion by Councilmember Linda Herald for City Council to adopt Ordinance 2023-06 amending the 2023 Budget as adopted by Ordinance No. 2022-28, to revoke, recall or decrease all or a portion of total appropriations provided, and entering findings that this Ordinance is in the best interest of the City. Councilmember Top Rojanasthien seconded the motion. Motion carried (7-0).*

**H. Historic Preservation Board Member Appointments – Blythe Kelly**

Planning Manager Stephen Neuenschwander presented the staff report.

*Motion by Councilmember Linda Herald for City Council to approve Resolution No. 2023-11 appointing Blythe Kelly to the Wenatchee Historic Preservation Board to fill a vacant term expiring December 31, 2024. Councilmember Jose Cuevas seconded the motion. Motion carried (7-0).*

## 6. Reports

- a. Mayor's Report. The Mayor reported on the following:
- (1) The Apple Blossom Festival went very well. Police calls were slightly higher but no major concerns.
  - (2) The All Service Club Luncheon was wonderful.
  - (3) We have a new Police Officer, Norman Criss, a lateral from Austin, Texas.
  - (4) The Mayor attended the grand opening of the new East Wenatchee Police Department building.
  - (5) The city has been successful on the latest round of grants awarded. Public Works Director Rob Jammerman listed the following projects that were awarded grant funding: Roundabout at Crawford and Okanogan; Orchard Street improvements; and pedestrian/bike paths where the old Pioneer irrigation easement behind EZ's and Discount Tires is located.
  - (6) Executive Services Director Laura Gloria added that there are two events next week:
    - (a) 5/23 at 4:00 p.m., Lincoln Park reopening ceremony; and
    - (b) 5/25 at 4:30 p.m., Okanogan Street Community Garden opening.
  - (7) The Mayor also announced the recycle event being held on Saturday, May 13.
- b. Reports/New Business of Council Committees

Councilmember Travis Hornby reported that Rivercom is conducting interviews for the executive director position. He attended the Reimagine Wenatchee site tour and the open house at Pybus and is excited about the visioning. He reminded everyone that Pybus Market will be celebrating 10 years on Saturday.

Councilmember Mark Kulaas reported that the Museum Board met this week and they will be reaching out to the city about their remodel project and the entrance to the Museum being moved to the Centennial Park side of the building.

## 7. Announcements

- 8. Close of Meeting.** With no further business, the meeting closed at 6:59 p.m.

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Frank J. Kuntz, Mayor

Attest:

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Tammy L. McCord, City Clerk

## RESOLUTION NO. 2023-12

**A RESOLUTION,** of the City of Wenatchee, Washington, appointing three City Councilmembers as voting representatives on behalf of the City of Wenatchee at the Association of Washington Cities Annual Conference and Business Meeting for 2023.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WENATCHEE HEREBY RESOLVES AS FOLLOWS:**

**Section 1. Appointment.** The City Council appoints the following Councilmembers as voting representatives on behalf of the City of Wenatchee at the Association of Washington Cities Annual Conference and Business Meeting for 2023:

Mark Kulaas

Linda Herald

**Section 2.** Effective Date. This Resolution shall take effect upon adoption.

**ADOPTED** by the City Council of the City of Wenatchee, Washington, this 25th day of May, 2023.

**CITY OF WENATCHEE,**  
a Municipal Corporation

By: \_\_\_\_\_  
FRANK KUNTZ, Mayor

ATTEST:

By: \_\_\_\_\_  
TAMMY McCORD, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
DANIELLE R. MARCHANT, City Attorney



## CITY COUNCIL AGENDA REPORT

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

**FROM:** David Erickson, Parks, Recreation and Cultural Services Director

**MEETING DATE:** May 25, 2023

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### I. SUBJECT

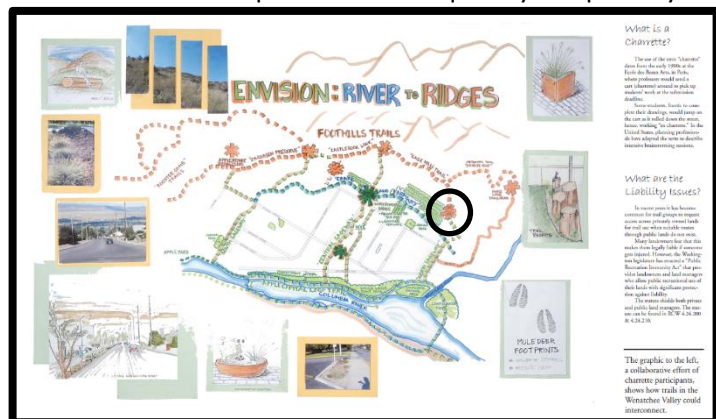
Kenzie's Landing Project Acceptance

### II. ACTION REQUESTED

Motion to accept the work performed by Olin Excavation on the Kenzie's Landing Project as complete and authorize the Mayor to sign the final contract voucher certificate.

### III. OVERVIEW

The genesis of the Kenzie's Landing Project was from the community led Foothills Trails Plan prepared in 2022. That plan identified the site as a location for a future trailhead. The site is circled on the graphic from the plan below. The trails plan was subsequently adopted by City Council into the 2006 Parks, Recreation and Open Space Comprehensive plan. The project was further confirmed as a desire of the community through the public process that create the 2010 Foothills Community Strategy. Also, in 2010 the Trust for Public Land secured an option to purchase the property contingent upon due diligence and private fundraising. The goals and objectives of that plan were further incorporated into the 2012 Parks, Recreation, and Open Space Comprehensive Plan. In 2012-2013 the Chelan Douglas Land Trust acquired the property and conducted outreach in the neighborhood. In 2018 the City successfully applied for a State RCO grant for the acquisition and development of the property. In 2019 the City accepted the grant and completed phase one environmental and cultural resources assessments, appraisal and review appraisals and the construction survey completed. In January 2020 the City acquired the property and a Request for Qualifications (RFQ) solicitation was completed to select a consultant to prepare final engineering, project bidding and construction management. Pacific Engineering was selected on January 15, 2020. Construction was initially anticipated to be constructed in 2021, but Covid, supply chain and other factors delayed construction until 2022.



On April 28, 2022 following the construction bid process Olin Excavation was awarded the construction bid. The project included: construction of the trailhead with 12 parking spaces, including one ADA parking stall, an electric vehicle charging station, a vault restroom, fences and gates, security lighting, water station, utilities and picnic shelter.

A dedication ceremony was conducted on April 21, 2023 and the trailhead opened for use immediately thereafter.

Staff is requesting acceptance of the Kenzie's Landing Project as complete and to authorize the Mayor to sign the final voucher contract certificate.

**IV. FISCAL IMPACT**

The amount paid to Olin Excavation was \$989,925.14 less a retainage of \$49,496.26 to be released when employment security, L&I, and department of revenue approvals are received.

**V. PROPOSED PROJECT SCHEDULE**

**I. REFERENCE(S)**

**VII. ADMINISTRATIVE ROUTING**

Tammy McCord, City Clerk  
Laura Gloria, Executive Services Director  
Brad Posenjak, Finance Director



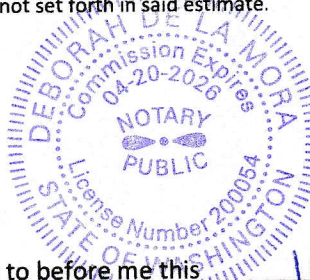
**Parks, Recreation and Cultural Services Department**

**Final Contract  
Voucher Certificate**

Olin Excavation LLC			
Street Address 6025 Entiat River Road			
City Entiat	State WA	Zip 98822	Date 5/9/2023
City Project Number 18-1247	Federal-Aid Project Number N/A	Highway Number N/A	
Job Title Kenzie's Landing			
Date Work Physically Completed 4/21/2022		Final Amount \$989,925.14	

**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.



*[Handwritten Signature]*

Contractor Authorized Signature Required

Phylisha Olin

Type Signature Name

Subscribed and sworn to before me this 10<sup>th</sup> day of May, 2023

X *[Signature]* Notary Public in and for the State of Washington,

residing at 14070 Kinzel Street, Entiat, WA 98822

**City of Wenatchee**

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

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

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

***Apple Capital of the World***



# Proclamation

WHEREAS, Since the inception of our country by the establishment of the United States Constitution, it has on occasion, been necessary to protect the concepts of the Constitution; and

WHEREAS, At times, it became necessary to resort to armed conflict to protect these concepts, which give each citizen of the United States certain inalienable rights; and

WHEREAS, Citizens of our great country have given of their lives in the protection of these unalienable rights; and

WHEREAS, Each year we set aside one day to which we can revive the memory of those who have sacrificed and those who have passed on.

NOW, THEREFORE, I, Frank J. Kuntz, Mayor of the City of Wenatchee, do hereby proclaim, May 29, 2023, as

## MEMORIAL DAY

in the city of Wenatchee and I urge all citizens to join us in honoring their memory.

IN WITNESS WHEREOF, I have caused the seal of the City of Wenatchee to be affixed on this 25<sup>th</sup> day of May, 2023.



  
\_\_\_\_\_  
Frank J. Kuntz, Mayor



# Proclamation

**WHEREAS,** the month of June was designated Pride Month to commemorate the Stonewall riots which occurred in June of 1969 and are generally recognized as the catalyst of the LGBT Rights Movement; and

**WHEREAS,** "every individual" is equal before and under the law and has the right to equal protection and equal benefit of the law without discrimination based on race, national or ethnic origin, color, religion, sex, age, or mental or physical disability; and

**WHEREAS,** the long and ongoing struggle to transgender, lesbian, gay, bisexual, and other sexual minorities for basic civil and human rights continues to provide inspiration to all; and

**WHEREAS,** Wenatchee celebrates the history and diversity of our City's lesbian, gay, bisexual, and transgender community, and promotes a society in which all residents can live free from discrimination; and

**WHEREAS,** Pride Month is an opportunity to celebrate this harmony in which we coexist.

**NOW, THEREFORE,** I, Frank J. Kuntz, Mayor of the City of Wenatchee, do hereby proclaim the month of June 2023 as "LGBTQ PRIDE MONTH" in the City of Wenatchee, and encourage everyone to eliminate prejudice everywhere it exists, respect the rights of all people, and to celebrate the great diversity of our city by attending the Pride Festival on Saturday, June 3, 2023, from 11:00 a.m. to 3:00 p.m. at Memorial Park.



**IN WITNESS WHEREOF,** I have caused the seal of the City of Wenatchee to be affixed on this 25th day of May, 2023.

  
\_\_\_\_\_  
FRANK J. KUNTZ, Mayor



## CITY COUNCIL AGENDA REPORT

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

**FROM:** Kari Page, Director of Human Resources

**MEETING DATE:** **May 25, 2023**

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**I. SUBJECT**

Years of Service Milestones. We are honored to express our appreciation for employee dedication and contributions to City success.

**II. OVERVIEW**

Employee Name	Job Title	Dept	Date
<b>15 Years</b>			
Tim McCord	Technology Specialist	IS	03/03/08
Jason Munson	Mechanic	PW	03/10/08
Ryan Weatherman	Police Sergeant	PD	04/16/08
Donald Nelson	Senior Project Engineer	PW	05/21/08
<b>5 Years</b>			
Ryan Harmon	Project Engineer	PW	03/19/18
Rob Jammerman	Director of Public Works	PW	03/19/18
Corey Fuller	Police Officer, School Resource Officer	PD	03/26/18
Matt Collins	GIS Manager	PW	05/07/18
Cande Amante	Utility Worker – Storm/Sewer Collections	PW	05/15/18
Ryan Hammond	Lube Technician	PW	05/16/18

**III. ADMINISTRATIVE ROUTING**

Tammy McCord, City Clerk





## CITY COUNCIL AGENDA REPORT

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

**FROM:** Charlotte Mitchell, Project Engineer  
Public Works Department

**MEETING DATE:** May 25, 2023

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**I. SUBJECT**

City Project 1905-2 – Waterfront Gateway Phase 2  
Authorization to Amend Budget and Award Construction Contract

**II. ACTION REQUESTED**

Staff recommends that the City Council award the construction contract for the Waterfront Gateway Phase 2 project to KRCl, LLC and authorize the Mayor to sign the construction contract documents.

**III. OVERVIEW**

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

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

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

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

Design documents for the Thurston street work are complete and were advertised via the MRSC Small Works Roster on April 4, 2022. The City received one bid from KRCI LLC.

**IV. FISCAL IMPACT**

This bid was higher than the engineer's estimate by approximately \$56,000. Staff will present to the Finance Committee prior to the City Council meeting requesting that amount of additional LRF funds be allocated to the project.

**V. PROPOSED PROJECT SCHEDULE**

The construction contract includes 30 working days. The contractor has a flexible start date due to the shortness of the contract. Construction will start no later than August 7, 2023.

**VI. REFERENCES**

1. Project Budget
2. Construction Contract

**VII. ADMINISTRATIVE ROUTING**

Rob Jammerman, Public Works Director  
Jake Lewing, City Engineer  
Tammy McCord, City Clerk  
Brad Posenjak, Finance Director



## Capital Project Budget

Date: April 25, 2023

Project Number: 1905

Project Name: Waterfront Gateway Projects

Dept/Category: Public Works - LRF Project

**Project Description:**

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

<b>Project Lead:</b>	Charlotte Mitchell	<b>Start Year:</b>	2019
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2023
<b>Original Project Budget:</b>	\$680,800	<b>Total City Funding:</b>	\$727,190
<b>Budget Amendment:</b>	\$56,390	<b>Other Funding:</b>	\$10,000

**Project Notes:**

The "Original Budget" is based on the adopted 2021 City Budget. The project is being constructed in two phases - the first is constructing frontage improvements on the west side of Worthen Street and the second provides aesthetic improvements to the Thurston Street underpass. Construction on Worthen took place in 2021 while Thurston is scheduled for 2023.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2023	2024	2025+	
Design Engineering	86,200	-	86,200				86,200
Right of Way Acquisition	4,200		4,200				4,200
Construction Contract	537,000	45,390	238,800	343,590			582,390
Construction Engineering	48,000	(9,000)	24,000	15,000			39,000
City Supplied Equipment		20,000		20,000			20,000
Art Fund	5,400		2,400	3,000			5,400
<b>Total Project Expenditures</b>	<b>680,800</b>	<b>56,390</b>	<b>355,600</b>	<b>381,590</b>			<b>737,190</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2023	2024	2025+	
Fund:	307 - LRF	670,800	56,390	345,600	381,590			727,190
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
	TIB Complete Streets			10,000				10,000
<b>Total Project Revenues</b>		<b>670,800</b>	<b>56,390</b>	<b>355,600</b>	<b>381,590</b>			<b>737,190</b>

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



## CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, between the CITY OF WENATCHEE, a Municipal Corporation of the State of Washington, and KRCI LLC, hereinafter called the Contractor; WITNESSETH:

That in consideration of the payments, covenants, and agreements hereinafter mentioned and attached and made a part of this agreement to be made and performed by the parties hereto, the parties hereto covenant and agree as follows:

1. The contractor shall do all work and furnish all tools, materials, and equipment for City of Wenatchee Project **SW1905-2- Waterfront Gateway Phase 2**, in the amount of (\$343,590.00) (including applicable sales tax) in accordance with and as described in the attached plans and specifications and in full compliance with the terms, conditions, and stipulations herein set forth and attached, now referred to and by such reference incorporated herein and made a part hereof as fully for all purposes as if set forth at length, and shall perform any alterations in, or additions to, the work covered by this contract and every part thereof and any force account work which may be ordered as provided in this contract and every part thereof.

The Contractor shall provide and be at the expense of all materials, labor, carriage, tools, implements and conveniences, and things of every description that may be requisite for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof, except such as mentioned in the specifications to be furnished by the City of Wenatchee.

2. The City of Wenatchee hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract and every part thereof. The City further agrees to employ the Contractor to perform any alterations or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

***Apple Capital of the World***



3. The Contractor for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
4. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided for herein.
5. Contractor agrees that he shall actively solicit the employment of minority group members. Contractor further agrees that he shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of his compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The contractor shall be required to submit evidence of compliance with this section as part of the bid.

IN WITNESS WHEREOF the said parties and each of them have caused these presents to be duly executed by its proper officers and in the proper person or persons, the day and year first above written.

ATTEST:

CITY OF WENATCHEE  
A Municipal Corporation

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name/Title

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## CITY COUNCIL AGENDA REPORT

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

**FROM:** Charlotte Mitchell, Project Engineer  
Public Works Department

**MEETING DATE:** May 25, 2023

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**I. SUBJECT**

2023 Pavement Preservation, City Project #2203  
Budget Amendment and Authorization to Award Construction Contract to Central Washington Asphalt

**II. ACTION REQUESTED**

*Motion for City Council to amend the project budget, and award the contract for construction of the 2023 Pavement Preservation, to Central Washington Asphalt and further authorize the Mayor to sign the construction contract documents.*

**III. OVERVIEW**

A request for bids was issued April 26, 2023 and two bids were received on May 17, 2023. CWA is the low bidder at \$1,916,588.00 for the base bid.

**IV. FISCAL IMPACT**

Staff presented to the finance committee on January 26, 2023. See attached budget amendment.

**V. PROPOSED PROJECT SCHEDULE**

Contract documents specify 60 working days to complete the construction. Work shall begin no later than June 19<sup>th</sup>, 2023 and should be completed by Fall 2023.

**VI. REFERENCE(S)**

1. Project Budget
2. Bid Tabulation

**VII. ADMINISTRATIVE ROUTING**

Tammy McCord, City Clerk  
Laura Gloria, Executive Services Director  
Brad Posenjak, Finance Director  
Rob Jammerman, Public Works Director  
Jake Lewing, City Engineer  
Jacob Huylar, Engineering Services Manager



## Capital Project Budget

Date: May 25, 2023

Project Number: 2203

Project Name: 2023 Pavement Preservation

Dept/Category: Public Works - Street Project

**Project Description:**

This project will resurface existing streets in accordance with the city's StreetSaver Pavement Management Program.

<b>Project Lead:</b>	Charlotte Mitchell	<b>Start Year:</b>	2022
<b>Assigned Department:</b>	Public Works	<b>End Year:</b>	2023
<b>Original Project Budget:</b>	\$1,200,000	<b>Total City Funding:</b>	\$2,584,212
<b>Budget Amendment:</b>	\$1,318,112	<b>Other Funding:</b>	\$0

**Project Notes:**

Original Project Budget as adopted in 2023 City Budget. Additional budget is being utilized in construction and construction engineering based on additional funds available as a result of TBD sales tax adoption.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2023	2024	2025+	
Design Engineering	242,000	(45,728)	66,100	196,272			262,372
Right of Way Acquisition							
Construction Contract	863,100	1,136,900		2,000,000			2,000,000
Construction Engineering	86,300	215,540		301,840			301,840
Art Fund	8,600	11,400		20,000			20,000
<b>Total Project Expenditures</b>	<b>1,200,000</b>	<b>1,318,112</b>	<b>66,100</b>	<b>2,518,112</b>			<b>2,584,212</b>

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2023	2024	2025+	
Fund:	111 - Street Overlay	600,000			600,000			600,000
Fund:	119 - TBD	600,000	1,000,000	66,100	1,533,900			1,600,000
Fund:	001 - General Fund		384,212		384,212			384,212
Fund:								
Fund:								
GRANTS:								
<b>Total Project Revenues</b>		<b>1,200,000</b>	<b>1,384,212</b>	<b>66,100</b>	<b>2,518,112</b>			<b>2,584,212</b>

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



**City of Wenatchee  
Bid Tabulation  
2023 Pavement Preservation, Project No. 2203**

**SCHEDULE A**

Item No.	Spec	Description	Quantity	Unit	Engineer's Estimate		CWA		Granite	
					Unit Price	Total	Unit Price	Total	Unit Price	Total
A1	1-04	Minor Change	1	FA	\$ 36,000.00	\$ 36,000.00	\$ 36,000.00	\$ 36,000.00	\$ 36,000.00	\$ 36,000.00
A2	1-05	ADA Features Surveying	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 1,600.00	\$ 1,600.00	\$ 8,000.00	\$ 8,000.00
A3	1-07	SPCC Plan	1	LS	\$ 1,400.00	\$ 1,400.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
A4	1-09	Mobilization	1	LS	\$ 165,000.00	\$ 165,000.00	\$ 175,000.00	\$ 175,000.00	\$ 180,000.00	\$ 180,000.00
A5	1-10	Project Temporary Traffic Control	1	LS	\$ 245,000.00	\$ 245,000.00	\$ 325,098.50	\$ 325,098.50	\$ 350,000.00	\$ 350,000.00
A6	2-02	Removal of Structures and Obstructions	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 6,000.00	\$ 6,000.00	\$ 25,000.00	\$ 25,000.00
A7	2-02	Removal of Existing HMA Pavement Inc. Haul	135	SY	\$ 40.00	\$ 5,400.00	\$ 100.00	\$ 13,500.00	\$ 40.00	\$ 5,400.00
A8	2-02	Removal of Existing Cement Conc. Sidewalk Incl. Haul	400	SY	\$ 60.00	\$ 24,000.00	\$ 40.00	\$ 16,000.00	\$ 40.00	\$ 16,000.00
A9	2-02	Removal of Existing Cement Conc. Curb & Gutter Incl. Haul	810	LF	\$ 20.00	\$ 16,200.00	\$ 12.00	\$ 9,720.00	\$ 8.00	\$ 6,480.00
A10	2-03	Unsuitable Foundation Excavation Incl. Haul	153	CY	\$ 60.00	\$ 9,180.00	\$ 38.00	\$ 5,814.00	\$ 95.00	\$ 14,535.00
A11	2-12	Construction Geotextile for Separation	700	SY	\$ 7.00	\$ 4,900.00	\$ 5.00	\$ 3,500.00	\$ 3.00	\$ 2,100.00
A12	2-12	Construction Geocell for Soil Stabilization	420	SY	\$ 12.00	\$ 5,040.00	\$ 5.00	\$ 2,100.00	\$ 7.00	\$ 2,940.00
A13	4-04	Crushed Surfacing Base Course	310	TN	\$ 40.00	\$ 12,400.00	\$ 37.00	\$ 11,470.00	\$ 75.00	\$ 23,250.00
A14	4-04	Crushed Surfacing Top Course	238	TN	\$ 50.00	\$ 11,900.00	\$ 45.00	\$ 10,710.00	\$ 75.00	\$ 17,850.00
A15	5-03	Crack Sealing Fabric	1	FA	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
A16	5-04	Crack Sealing	1	FA	\$ 33,500.00	\$ 33,500.00	\$ 33,500.00	\$ 33,500.00	\$ 33,500.00	\$ 33,500.00
A17	5-04	Pavement Repair Excavation Incl. Haul	2,360	SY	\$ 25.00	\$ 59,000.00	\$ 32.00	\$ 75,520.00	\$ 30.00	\$ 70,800.00
A18	5-04	HMA Cl. 3/8" PG 64S-28	4,070	TN	\$ 130.00	\$ 529,100.00	\$ 140.00	\$ 569,800.00	\$ 136.00	\$ 553,520.00
A19	5-04	HMA for Pavement Repair, Cl. 3/8" PG 64S-28	560	TN	\$ 170.00	\$ 95,200.00	\$ 235.00	\$ 131,600.00	\$ 160.00	\$ 89,600.00
A20	5-04	Planing Bituminous Pavement	31,690	SY	\$ 5.00	\$ 158,450.00	\$ 3.50	\$ 110,915.00	\$ 5.00	\$ 158,450.00
A21	5-04	Asphalt Cost Price Adjustment	1	CALC	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
A22	7-04	Solid Wall PVC Storm Sewer Pipe 10 in. Diam.	10	LF	\$ 100.00	\$ 1,000.00	\$ 365.00	\$ 3,650.00	\$ 300.00	\$ 3,000.00
A23	7-05	Adjust Manhole	57	EA	\$ 1,000.00	\$ 57,000.00	\$ 1,110.00	\$ 63,270.00	\$ 1,200.00	\$ 68,400.00
A24	7-05	Combination Inlet	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 7,960.00	\$ 7,960.00	\$ 4,000.00	\$ 4,000.00
A25	7-12	Adjust Water Valve Box	31	EA	\$ 700.00	\$ 21,700.00	\$ 440.00	\$ 13,640.00	\$ 900.00	\$ 27,900.00
A26	8-01	Inlet Protection	46	EA	\$ 85.00	\$ 3,910.00	\$ 68.00	\$ 3,128.00	\$ 150.00	\$ 6,900.00
A27	8-02	Property Restoration	1	FA	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
A28	8-02	Weed Barrier Fabric	30	SY	\$ 25.00	\$ 750.00	\$ 49.00	\$ 1,470.00	\$ 10.00	\$ 300.00
A29	8-02	Rock Mulch	5	CY	\$ 225.00	\$ 1,125.00	\$ 250.00	\$ 1,250.00	\$ 200.00	\$ 1,000.00
A30	8-04	Cement Conc. Traffic Curb and Gutter	790	LF	\$ 65.00	\$ 51,350.00	\$ 62.00	\$ 48,980.00	\$ 50.00	\$ 39,500.00
A31	8-04	Cement Conc. Pedestrian Curb	335	LF	\$ 50.00	\$ 16,750.00	\$ 53.00	\$ 17,755.00	\$ 50.00	\$ 16,750.00
A32	8-04	Curb Opening with Apron	3	EA	\$ 500.00	\$ 1,500.00	\$ 1,770.00	\$ 5,310.00	\$ 300.00	\$ 900.00
A33	8-06	Cement Conc. Driveway Entrance Type 4	40	SY	\$ 140.00	\$ 5,600.00	\$ 135.00	\$ 5,400.00	\$ 85.00	\$ 3,400.00
A34	8-13	Adjust Monument Case and Cover	14	EA	\$ 700.00	\$ 9,800.00	\$ 950.00	\$ 13,300.00	\$ 900.00	\$ 12,600.00
A35	8-14	Cement Conc. Sidewalk	162	SY	\$ 160.00	\$ 25,920.00	\$ 115.00	\$ 18,630.00	\$ 95.00	\$ 15,390.00
A36	8-14	Cement Conc. Curb Ramp Type Parallel A	4	EA	\$ 5,000.00	\$ 20,000.00	\$ 4,050.00	\$ 16,200.00	\$ 3,000.00	\$ 12,000.00
A37	8-14	Cement Conc. Curb Ramp Type Perpendicular A	3	EA	\$ 5,000.00	\$ 15,000.00	\$ 3,980.00	\$ 11,940.00	\$ 3,000.00	\$ 9,000.00

A38	8-14	Cement Conc. Curb Ramp Type Perpendicular B	3	EA	\$ 5,000.00	\$ 15,000.00	\$ 4,090.00	\$ 12,270.00	\$ 3,000.00	\$ 9,000.00
A39	8-14	Single Direction Curb Ramp	3	EA	\$ 5,000.00	\$ 15,000.00	\$ 4,090.00	\$ 12,270.00	\$ 3,000.00	\$ 9,000.00
A40	8-21	Permanent Signing	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 3,320.00	\$ 3,320.00	\$ 3,200.00	\$ 3,200.00
A41	8-22	Plastic Line	10,440	LF	\$ 2.00	\$ 20,880.00	\$ 4.10	\$ 42,804.00	\$ 3.41	\$ 35,600.40
A42	8-22	Plastic Wide Line	480	LF	\$ 3.00	\$ 1,440.00	\$ 11.00	\$ 5,280.00	\$ 11.00	\$ 5,280.00
A43	8-22	Plastic Stop Line	200	LF	\$ 25.00	\$ 5,000.00	\$ 33.00	\$ 6,600.00	\$ 30.00	\$ 6,000.00
A44	8-22	Plastic Crosswalk Line	825	SF	\$ 15.00	\$ 12,375.00	\$ 16.50	\$ 13,612.50	\$ 15.00	\$ 12,375.00
A45	8-22	Plastic Traffic Arrow	7	EA	\$ 350.00	\$ 2,450.00	\$ 275.00	\$ 1,925.00	\$ 250.00	\$ 1,750.00
A46	8-22	Plastic Bicycle Lane Symbol	1	EA	\$ 350.00	\$ 350.00	\$ 550.00	\$ 550.00	\$ 600.00	\$ 600.00
A47	8-22	Plastic Yield Line Symbol	12	EA	\$ 250.00	\$ 3,000.00	\$ 350.00	\$ 4,200.00	\$ 100.00	\$ 1,200.00
A48	8-23	Temporary Pavement Marking	1	LS	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -
A49	8-30	Adjust Utility Vaults and Manholes	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 1,550.00	\$ 3,100.00	\$ 3,000.00	\$ 6,000.00
A50	7-05	Adjust Catch Basin	5	EA	\$ 1,000.00	\$ 5,000.00	\$ 585.00	\$ 2,925.00	\$ 1,150.00	\$ 5,750.00
<b>Schedule A Total:</b>					<b>\$ 1,832,571.00</b>		<b>\$ 1,916,588.00</b>		<b>\$ 1,948,221.40</b>	

**SCHEDULE B**

Item No.	Spec	Description	Quantity	Unit	Engineer's Estimate		CWA		Granite	
					Unit Price	Total	Unit Price	Total	Unit Price	Total
B-1	1-04	Minor Change	1	FA	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
B-2	1-05	ADA Features Surveying	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 1,600.00	\$ 1,600.00	\$ 3,000.00	\$ 3,000.00
B-3	1-07	SPCC Plan	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 50.00	\$ 50.00
B-4	1-09	Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
B-5	1-10	Project Temporary Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 67,000.00	\$ 67,000.00	\$ 29,000.00	\$ 29,000.00
B-6	2-02	Removal of Structures and Obstructions	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,000.00
B-7	2-02	Removal of Existing HMA Pavement Inc. Haul	130	SY	\$ 40.00	\$ 5,200.00	\$ 62.00	\$ 8,060.00	\$ 40.00	\$ 5,200.00
B-8	2-02	Removal of Existing Cement Conc. Sidewalk Incl. Haul	110	SY	\$ 60.00	\$ 6,600.00	\$ 51.00	\$ 5,610.00	\$ 40.00	\$ 4,400.00
B-9	2-02	Removal of Existing Cement Conc. Curb & Gutter Incl. Haul	270	LF	\$ 20.00	\$ 5,400.00	\$ 14.00	\$ 3,780.00	\$ 8.00	\$ 2,160.00
B-10	2-03	Unsuitable Foundation Excavation Incl. Haul	70	CY	\$ 60.00	\$ 4,200.00	\$ 69.00	\$ 4,830.00	\$ 95.00	\$ 6,650.00
B-11	2-12	Construction Geotextile for Separation	130	SY	\$ 12.00	\$ 1,560.00	\$ 11.00	\$ 1,430.00	\$ 3.00	\$ 390.00
B-12	4-04	Crushed Surfacing Top Course	90	TN	\$ 50.00	\$ 4,500.00	\$ 110.00	\$ 9,900.00	\$ 75.00	\$ 6,750.00
B-13	5-03	Crack Sealing Fabric	1	FA	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
B-14	5-04	Crack Sealing	1	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
B-15	5-04	Pavement Repair Excavation Incl. Haul	570	SY	\$ 25.00	\$ 14,250.00	\$ 32.00	\$ 18,240.00	\$ 30.00	\$ 17,100.00
B-16	5-04	HMA Cl. 3/8" PG 64S-28	570	TN	\$ 130.00	\$ 74,100.00	\$ 150.00	\$ 85,500.00	\$ 136.00	\$ 77,520.00
B-17	5-04	HMA for Pavement Repair, Cl. 3/8" PG 64S-28	290	TN	\$ 170.00	\$ 49,300.00	\$ 235.00	\$ 68,150.00	\$ 160.00	\$ 46,400.00
B-18	5-04	Planing Bituminous Pavement	5,100	SY	\$ 5.00	\$ 25,500.00	\$ 5.00	\$ 25,500.00	\$ 5.00	\$ 25,500.00
B-19	5-04	Asphalt Cost Price Adjustment	1	CALC	\$ -	\$ -	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
B-20	7-05	Adjust Catch Basin	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 585.00	\$ 585.00	\$ 1,150.00	\$ 1,150.00
B-21	7-05	Adjust Manhole	3	EA	\$ 1,000.00	\$ 3,000.00	\$ 995.00	\$ 2,985.00	\$ 1,200.00	\$ 3,600.00
B-22	7-12	Adjust Water Valve Box	9	EA	\$ 700.00	\$ 6,300.00	\$ 605.00	\$ 5,445.00	\$ 900.00	\$ 8,100.00
B-23	8-01	Inlet Protection	1	EA	\$ 85.00	\$ 85.00	\$ 68.00	\$ 68.00	\$ 150.00	\$ 150.00
B-24	8-02	Property Restoration	1	FA	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00
B-25	8-02	Weed Barrier Fabric	6	SY	\$ 25.00	\$ 150.00	\$ 28.00	\$ 168.00	\$ 10.00	\$ 60.00

B-26	8-02	Rock Mulch	1	CY	\$ 225.00	\$ 225.00	\$ 740.00	\$ 740.00	\$ 200.00	\$ 200.00
B-27	8-04	Cement Conc. Traffic Curb and Gutter	260	LF	\$ 65.00	\$ 16,900.00	\$ 64.00	\$ 16,640.00	\$ 50.00	\$ 13,000.00
B-28	8-04	Cement Conc. Pedestrian Curb	150	LF	\$ 50.00	\$ 7,500.00	\$ 49.00	\$ 7,350.00	\$ 50.00	\$ 7,500.00
B-29	8-06	Cement Conc. Driveway Entrance Type 1	30	SY	\$ 140.00	\$ 4,200.00	\$ 185.00	\$ 5,550.00	\$ 115.00	\$ 3,450.00
B-30	8-13	Adjust Monument Case and Cover	1	EA	\$ 700.00	\$ 700.00	\$ 950.00	\$ 950.00	\$ 900.00	\$ 900.00
B-31	8-14	Cement Conc. Sidewalk	20	SY	\$ 160.00	\$ 3,200.00	\$ 225.00	\$ 4,500.00	\$ 95.00	\$ 1,900.00
B-32	8-14	Cement Conc. Curb Ramp Type Parallel A	4	EA	\$ 5,000.00	\$ 20,000.00	\$ 4,040.00	\$ 16,160.00	\$ 3,000.00	\$ 12,000.00
B-33	8-14	Cement Conc. Curb Ramp Type Parallel B	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 4,380.00	\$ 8,760.00	\$ 3,000.00	\$ 6,000.00
B-34	8-21	Permanent Signing	1	LS	\$ 920.00	\$ 920.00	\$ 1,220.00	\$ 1,220.00	\$ 2,100.00	\$ 2,100.00
B-35	8-22	Plastic Stop Line	60	LF	\$ 25.00	\$ 1,500.00	\$ 33.00	\$ 1,980.00	\$ 30.00	\$ 1,800.00
B-36	8-22	Plastic Crosswalk Line	220	SF	\$ 15.00	\$ 3,300.00	\$ 16.50	\$ 3,630.00	\$ 15.00	\$ 3,300.00
<b>Schedule B Total:</b>					<b>\$ 344,890.00</b>	<b>\$ 404,632.00</b>	<b>\$ 313,631.00</b>			

**SCHEDULE C**

Item No.	Spec	Description	Quantity	Unit	Engineer's Estimate		CWA		Granite	
					Unit Price	Total	Unit Price	Total	Unit Price	Total
C-1	1-04	Minor Change	1	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
C-2	1-07	SPCC Plan	1	LS	\$ 600.00	\$ 600.00	\$ 1,000.00	\$ 1,000.00	\$ 50.00	\$ 50.00
C-3	1-09	Mobilization	1	LS	\$ 55,000.00	\$ 55,000.00	\$ 500.00	\$ 500.00	\$ 13,000.00	\$ 13,000.00
C-4	1-10	Project Temporary Traffic Control	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 12,500.00	\$ 12,500.00	\$ 47,000.00	\$ 47,000.00
C-5	8-10	Flexible Guide Post	6	EA	\$ 200.00	\$ 1,200.00	\$ 240.00	\$ 1,440.00	\$ 100.00	\$ 600.00
C-6	8-22	Plastic Line	42,000	LF	\$ 2.00	\$ 84,000.00	\$ 2.20	\$ 92,400.00	\$ 2.20	\$ 92,400.00
C-7	8-22	Plastic Wide Line	720	LF	\$ 3.00	\$ 2,160.00	\$ 8.25	\$ 5,940.00	\$ 8.00	\$ 5,760.00
<b>Schedule C Total:</b>					<b>\$ 177,960.00</b>	<b>\$ 118,780.00</b>	<b>\$ 163,810.00</b>			

**TOTAL BID: \$ 2,355,421.00 \$ 2,440,000.00 \$ 2,425,662.40**



## CITY COUNCIL AGENDA REPORT

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

**FROM:** Charlotte Mitchell, Project Engineer  
Public Works Department

**MEETING DATE:** May 25, 2023

---

**I. SUBJECT**

City Project No. 2203 – 2023 Pavement Preservation  
Construction administration contract with KPG Psomas

**II. ACTION REQUESTED**

Motion for City Council to approve and authorize the Mayor to negotiate with KPG Psomas for a supplement to their current for construction administration services for 2023 Pavement Preservation – Project No. 2203 and further authorize the Mayor to sign an amendment on behalf of the City.

**III. OVERVIEW**

The 2023 Pavement Preservation project will be constructed this Summer. Due to staff constraints, staff is recommending KPG Psomas be hired to assist with the inspection and construction management. They did this work for the 2022 Pavement Preservation in a satisfactory fashion. For this reason, staff is asking Council to authorize the Mayor's signature for this contract.

**IV. FISCAL IMPACT**

None. This contract amount is within the approved budgeted amount.

**V. PROPOSED PROJECT SCHEDULE**

Construction for this project will start in June and be completed by this Fall.

**VI. REFERENCE(S)**

1. Professional services agreement amendment– *Requires the Mayor's signature*

**VII. ADMINISTRATIVE ROUTING**

Rob Jammerman, Public Works Director  
Jacob Huylar, Engineering Services Manager  
Charlotte Mitchell, Project Engineer  
Natalie Thresher, Financial Analyst  
Anna Carr, Administrative Assistant  
Tammy McCord, City Clerk  
Laura Gloria, Executive Services Director  
Brad Posenjak, Finance Director



**CITY OF WENATCHEE**

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

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**DEPARTMENT OF PUBLIC WORKS**

**CONTRACT AMENDMENT NUMBER 6**

**TO THE PROFESSIONAL SERVICES AGREEMENT**

**Project Title: City Project # 2110-2022 Pavement Preservation**

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This Contract Amendment Number 6 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 & Construction Management 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 6; 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 3/31/2024.

**II. COMPENSATION**

A. Compensation for completion of the additional services, if any, shall not exceed \$ 250,908.00, 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, Contract Amendment Number 3 for \$ 218,268.00, Contract Amendment Number 4 for \$ 29,936.00, Contract Amendment Number 5 for \$ 35,102.00, and this Contract Amendment 6 for \$250,908.00, shall not exceed \$1,093,504.00.

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, Contract Amendment Number 3, Contract Amendment Number 4, Contract Amendment Number 5, and this Contract Amendment 6, 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 6 on the dates written below:

CONSULTANT:

CITY OF WENATCHEE:

By: 

By: \_\_\_\_\_

Print Name: Terry Wright, Vice President

Frank Kuntz, Mayor

Date: May 18, 2023

Date: \_\_\_\_\_

## **EXHIBIT A - Scope of Work**

### **2023 Pavement Preservation Project**

### **Contract Supplement No. 6 – Construction Services**

### **City Project No. 2203**

### **KPG Psomas Project No. 21125**

**May 18, 2023**



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This work will provide construction services for the contract to complete the City of Wenatchee’s 2023 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 **60 working days** with 10 days prior to construction and 20 days for closeout for a total of **90 days for Construction Services**, with no additional working days to account for changes during construction. Should additional working days be granted to the Contractor, the Consultant’s budget could be revised accordingly via a supplement to the existing contract.
- The **proposed project team** will include a project manager, resident engineer, documentation specialist, and one full-time onsite construction observer. The team will also include a subconsultant to provide services for materials testing. To provide clarification on team member roles, the Project Engineer II will serve as the Project Manager while the Design Engineer I will serve as the Resident Engineer. Please see the attached Exhibit B that provides labor classifications for team members and hourly rates.
- The 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.
- The 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

## EXHIBIT A

to construction will be performed by the City via updates to the City website. The Consultant will lead one on one property owner coordination and organic dissemination of information to the public onsite (such as answering questions from inquiring passersby).

- The Consultant will review Requests for Approval of Materials (RAMs) and will coordinate with the Engineer of Record on responding to Requests for Information (RFI's), issuing design changes, etc., as needed.
- Services will be performed in accordance with the Contract plans & special provisions, and the City of Wenatchee's engineering standards.
- Coordination of construction with franchise utilities, if any, will be provided by the Consultant.

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## II. SCOPE OF WORK

The work shall be performed as a supplement to the existing contract under Task Order 10. 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, and that all the required project documentation is accounted for.

### TASK 10.1: 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 plan 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.

#### **Deliverables:**

- Monthly invoices and progress reports

### TASK 10.2: 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, the beginning of material management, and general construction startup coordination activities. Work under task 10.2 includes the following.

- Review front end submittals, baseline schedule, and temporary traffic control plans provided by the contractor.
- Solicit input from the City to establish system and procedures for managing the contract.
- Tracking and storing project documentation to include the following:

## EXHIBIT A

- 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.

## EXHIBIT A

- 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 10.3: 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 10.2.
- Coordinate material inspections from materials lab.
- Review material reports from testing lab, Task 10.6, 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

## EXHIBIT A

- ✓ 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 email to the Contractor and City.
- 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.
- 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 record drawing documentation.
- 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 approximately 10 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.

### TASK 10.4: Field Inspection

Inspections shall be made for each working day. The inspector will monitor the Contractor's activities, produce Inspector's Daily Reports (IDRs), prepare field notes, take photos, verify that material delivered to the site is compliant with the contract, coordinate with stakeholders including the contractor, resident engineer, the city's project manager,

## EXHIBIT A

material testing lab personnel, School District, Link Transit, Waste Management, affected businesses and private residences, Wenatchee Reclamation District, Chelan PUD, and franchise utility providers, as necessary. It's assumed the city will coordinate with emergency response (i.e., police and fire departments). The following tasks will be the responsibility of the Inspector:

- Prepare on each working day the following deliverables:
  - Inspector Daily Reports
  - Field notes records for all contract items.
  - Progress photographs

Inspector's daily reports will be provided to the city's project manager by email on Friday of each week during construction.

- Observe and monitor on each working day:
  - The contractor's work for compliance with contract documents.
  - Traffic control procedures and implementation of the approved traffic control plans. This work includes providing verbal notification to the contractor on deficiencies that require immediate correction.
  - Temporary erosion and sediment control procedures.
  - Compliance with project permits.
- Meetings
  - Provide input to the resident engineers in the preparation of agendas for weekly meetings with the contractor, city, and CM services staff.
  - Attend weekly construction meetings and any other meetings that may be required during construction.

### TASK 10.5: 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 the City. Items of work within these 4 weeks include the following:

- Field Work
  - Prepare and monitor completion of the Punch List.
  - Prepare and provide to the City by email the final field note records.
- Administrative
  - Project resolution meetings with the Contractor to resolve final quantities and issues.



## EXHIBIT A

- Prepare Substantial, Physical, and Final Completion letters and email to the City. It's assumed the City will provide these letters to the Contractor on City letterhead.
- Prepare the final pay estimate. Forward to the Contractor for signature. Once signed, forward to the City for processing.
- Gather remaining documentation for the ROM and facilitate signatures on Material Certifications.
- Gather outstanding labor compliance documentation such as 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).
- Prepare and submit to the City the final MEF Report that documents the constructed conditions of sidewalks, sidewalk curb ramps, and driveways.

### TASK 10.6: Materials Testing

Material testing will be performed by a subconsultant, AAR Testing and Inspection, Inc., out of their Wenatchee office. This task will be completed entirely by the subconsultant. The subconsultant's materials 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 in accordance with the Local Agency Guidelines (LAG), the WSDOT Construction Manual (current edition), and the ROM.
- Provide written field reports for all inspections completed.
- Coordinate with the inspector regarding test results and complete retesting as necessary and as requested by the inspector.
- Assist the resident engineer with completing Materials Certifications.

### TASK 10.7: Management Reserve

A total reserve of 112 labor hours (\$14,888.00) is available for use in the event of changes in conditions from the above assumptions. Release of reserve is upon City authorization only.

**EXHIBIT B**

**PRIME CONSULTANT COST COMPUTATIONS**

Contract Supplement No. 6 - Construction Services for the 2023 Pavement Preservation Project

Client: City of Wenatchee

City Project Number: 2203

KPG Psomas Inc. Project Number: 21125

Duration: 60 working days + 2 week startup and 4 weeks closeout

Date: May 18, 2023



Task No.	Task Description	Labor Hour Estimate									Hours	Total Hours and Labor Cost Computations by Task
		Engineering Manager	Project Engineer II	Design Engineer I	Senior Construction Manager	Resident Engineer	Senior Construction Observer	Construction Observer I	Document Control Specialist II	Senior Admin		
		251	175	133	245	155	191	106	143	133		
<b>Task 10.1 - MANAGEMENT / COORDINATION / ADMINISTRATION</b>												
10.1.1	Project Management and Administrative Services	4	40		12						56	\$ 10,944.00
10.1.2	Prepare, review and submit monthly expenditures		8		4					8	20	\$ 3,444.00
	<b>Task Total</b>	<b>4</b>	<b>48</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>76</b>	<b>\$ 14,388.00</b>
<b>Task 10.2 - Administrative Services up to Contractor Notice to Proceed (NTP) (2 Weeks)</b>												
10.2.1	Administrative Services up to Contractor Notice to Proceed		2						32		34	\$ 4,926.00
10.2.2	PreCon Photos							8			8	\$ 848.00
10.2.3	Review Plans and Specs		2	8				8			18	\$ 2,262.00
10.2.4	Prepare Hard and Electronic Files								12		12	\$ 1,716.00
10.2.5	Prepare ROM								16		16	\$ 2,288.00
10.2.6	Prepare PreCon Agenda and Attend Precon Meeting		2	6				2	4		14	\$ 1,932.00
10.2.7	Prepare Templates								8		8	\$ 1,144.00
10.2.8	Utility Coordination		2	6							8	\$ 1,148.00
	<b>Task Total</b>	<b>0</b>	<b>8</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>72</b>	<b>0</b>	<b>118</b>	<b>\$ 16,264.00</b>
<b>Task 10.3 - Construction Management (CM) and Administrative Services. NTP to Project Closeout. (12 Weeks)</b>												
10.3.1	Construction Management Office Support	4	80	120	8				120		332	\$ 50,084.00
10.3.2	Construction Management Field Paperwork			40				120	12		172	\$ 19,756.00
10.3.3	Utility Coordination			8							8	\$ 1,064.00
10.3.4	Design Engineer Support		40								40	\$ 7,000.00
	<b>Task Total</b>	<b>4</b>	<b>120</b>	<b>168</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>120</b>	<b>132</b>	<b>0</b>	<b>552</b>	<b>\$ 77,904.00</b>
<b>Task 10.4 - Provide Field Inspection for Each of the Project's Working Days (12 Weeks)</b>												
10.4.1	Construction Inspection			24				440			464	\$ 49,832.00
10.4.2	Weekly Construction Meetings			40				16	16		72	\$ 9,304.00
10.4.3	ADA Ramp As-Built Measurements and MEF Documentation		24	40				40			104	\$ 13,760.00
10.4.4	Coordination with Utilities, Transit, School District, Irrigation, etc.			16				48			64	\$ 7,216.00
	<b>Task Total</b>	<b>0</b>	<b>24</b>	<b>120</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>544</b>	<b>16</b>	<b>0</b>	<b>704</b>	<b>\$ 80,112.00</b>



**EXHIBIT B**

**PRIME CONSULTANT COST COMPUTATIONS**

Contract Supplement No. 6 - Construction Services for the 2023 Pavement Preservation Project

Client: City of Wenatchee

City Project Number: 2203

KPG Psomas Inc. Project Number: 21125

Duration: 60 working days + 2 week startup and 4 weeks closeout

Date: May 18, 2023

Task No.	Task Description	Labor Hour Estimate									Hours	Total Hours and Labor Cost Computations by Task
		Engineering Manager	Project Engineer II	Design Engineer I	Senior Construction Manager	Resident Engineer	Senior Construction Observer	Construction Observer I	Document Control Specialist II	Senior Admin		
		251	175	133	245	155	191	106	143	133		
<b>Task 10.5 - Project Closeout (4 Weeks)</b>												
10.5.1	Closeout Paperwork / Punchlist Inspection			16				16	40		72	\$ 9,544.00
10.5.2	Prepare Documentation to Deliver to City			24				16	40		80	\$ 10,608.00
	<b>Task Total</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>80</b>	<b>0</b>	<b>152</b>	<b>\$ 20,152.00</b>
<b>Task 10.6 - Materials Testing</b>												
10.6.1	Subcontract with Material Tester (Est. NTE Amount of \$25k)											\$ -
	<b>Task Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 25,000.00</b>
<b>Task 10.7 - Management Reserve</b>												
10.7.1	Upon City Authorization Only		16	16				40	40		112	\$ 14,888.00
	<b>Task Total</b>	<b>8</b>	<b>216</b>	<b>364</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>754</b>	<b>340</b>	<b>8</b>	<b>112</b>	<b>\$ 14,888.00</b>
	<b>Total Labor Hours and Fee</b>	<b>4,016</b>	<b>72,800</b>	<b>94,696</b>	<b>11,760</b>	<b>0</b>	<b>0</b>	<b>155,608</b>	<b>91,520</b>	<b>2,128</b>	<b>1,714</b>	<b>\$ 248,708.00</b>
<b>Reimbursable Direct Non-Salary Costs</b>												
												Mileage at current IRS rate \$ 1,200.00
												Reproduction Allowance \$ 1,000.00
												<b>Total Reimbursable Expense \$ 2,200.00</b>
												<b>Total Estimated Budget \$ 250,908.00</b>



## CITY COUNCIL AGENDA REPORT

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

**FROM:** Danielle Marchant, City Attorney  
Office of the City Attorney

**MEETING DATE:** May 25, 2023

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**I. SUBJECT**

Resolution to adopt an electronic record and signature policy.

**II. ACTION REQUESTED**

The action requested is for the City Council to approve the following motion:

Motion to adopt Resolution No. 2023-08, which authorizes the use of electronic signatures and adopts an electronic record and signature policy.

**III. OVERVIEW**

The Washington State Legislature adopted the Uniform Electronic Transaction Act (“UETA”), which is codified as Ch. 1.80 RCW, and became effective on June 11, 2020. The UETA defines an “electronic signature” as an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. In addition, the UETA defines an “electronic record” as a record created, generated, sent, communicated, received, or stored by electronic means. The UETA permits municipalities, such as the City of Wenatchee, to determine whether the municipality will send and accept electronic signatures in the course of conducting City business.

The use of electronic record and electronic signature technology can benefit the City by decreasing the City’s reliance on paper transactions and physical documents, and by lessening administrative demands, thereby saving time and reducing the costs associated with conducting City business. City staff have expressed a desire for the City Council to formally authorize the use of electronic records and electronic signatures in conducting City business.

Pursuant to RCW 1.80.170, the UETA requires the City Council to determine the extent to which the City will send and accept electronic records and electronic signatures to and from other persons and otherwise create, generate, communicate, store, process, use, and rely upon electronic records and electronic signatures. The proposed Electronic Record and Signature Policy, which is attached as Exhibit A to Resolution 2023-08, sets the parameters required by the UETA.

**IV. FISCAL IMPACT**

Unknown

**V. REFERENCE(S)**

1. Proposed Resolution 2023-08
2. Proposed Electronic Record and Signature Policy
3. Records Management Policy

**VI. ADMINISTRATIVE ROUTING**

Tammy McCord, City Clerk  
Laura Gloria, Executive Services Director  
Brad Posenjak, Finance Director

## **RESOLUTION NO. 2023-08**

**A RESOLUTION** of the City of Wenatchee authorizing the use of electronic signatures and adopting an electronic record and signature policy.

**WHEREAS**, the Washington State Legislature adopted the Uniform Electronic Transaction Act (“UETA”), which is codified as Ch. 1.80 RCW, and became effective on June 11, 2020; and

**WHEREAS**, the UETA permits municipalities, such as the City of Wenatchee, to determine whether the municipality will send and accept electronic signatures in the conduct of City business; and

**WHEREAS**, the UETA defines an “electronic signature” as an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record; and

**WHEREAS**, the UETA defines an “electronic record” as a record created, generated, sent, communicated, received, or stored by electronic means; and

**WHEREAS**, the use of electronic record and electronic signature technology can benefit the City by decreasing the City’s reliance on paper transactions and physical documents, and by lessening administrative demands, thereby saving time and reducing the costs associated with conducting City business; and

**WHEREAS**, the City wishes to formally authorize the use of electronic records and electronic signatures in conducting City business; and

**WHEREAS**, pursuant to RCW 1.80.170, the UETA requires the City to determine the extent to which it will send and accept electronic records and electronic signatures

to and from other persons and otherwise create, generate, communicate, store, process, use, and rely upon electronic records and electronic signatures.

**NOW THEREFORE THE CITY COUNCIL OF THE CITY OF WENATCHEE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**Section 1.** Recitals. The foregoing recitals are incorporated herein by this reference and made part of this Resolution.

**Section 2.** Public Interest. The City Council finds it to be in the public interest to allow the use of electronic records and signatures for City business to the fullest extent allowed by law.

**Section 3.** Policy. The City Council hereby adopts the Electronic Record and Signature Policy, which is attached hereto as Exhibit “A.”

**Section 4.** Directive. The City Council directs the City Clerk, or their designee, to locate an appropriate company to process electronic signatures or to provide electronic signature software in compliance with the UETA and the City’s Electronic Record and Signature Policy.

**Section 5.** Ratification. The creation or acceptance of electronic or reproduced signatures by the City prior to the effective date of this Resolution that were created or accepted in a manner substantially consistent with the City’s Electronic Record and Signature Policy are hereby ratified and adopted.

**Section 6.** Corrections. Upon approval of the City Attorney, the City Clerk is authorized to make necessary corrections to this Resolution, including the correction of clerical errors; references to other local, state or federal laws, codes, rules or regulations; and section/subsection numbering.

**Section 7.** Effective Date. This Resolution shall take effect upon adoption.

**ADOPTED** by the City Council of the City of Wenatchee, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF WENATCHEE,**  
a Municipal Corporation

By: \_\_\_\_\_  
FRANK KUNTZ, Mayor

ATTEST:

By: \_\_\_\_\_  
TAMMY McCORD, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
DANIELLE R. MARCHANT, City Attorney



## Exhibit “A”

### City of Wenatchee Electronic Record and Signature Policy



## ***City of Wenatchee***

# **Electronic Record and Signature Policy**

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### **1. Purpose.**

The purpose of this Policy is to provide the extent to which the City will send and accept electronic records and electronic or reproduced signatures to and from other persons and otherwise create, generate, communicate, store, process, use, and rely upon electronic records and electronic or reproduced signatures. This Policy has been established by giving due consideration to security.

This Policy is subject to the governance and limitations expressed in state and/or federal law, including, but not limited to, the Uniform Electronic Transaction Act (Ch. 1.80 RCW), and the Electronic Signatures in Global and National Commerce Act (15 USC § 7001 et seq.).

### **2. History of Policy.**

This Policy was adopted by Resolution 2023-08.

### **3. Definitions.**

This Policy adopts the definitions as stated in RCW 1.80.010, as it now appears or is hereafter amended. In addition to the definitions stated in RCW 1.80.010, the following terms shall mean:

- a. Authorized Signer: The Mayor, City Councilmembers, City Executive Services Director, Department Heads (as defined in WCC 1.36.020), Managers, City Attorney, or any other City employee or agent that has been granted authority by the City Council or the Wenatchee City Code to sign the specific record on behalf of the City.
- b. Reproduced Signature: A reproduction of a wet signature that has been saved electronically, or by engraving, imprinting or stamping.

- c. Verification Software: Software used by the City to verify adequate preservation, disposition, integrity, security, confidentiality and auditability of record or document that is used for an electronic signature or reproduced signature.
- d. Wet Signature: A signature created in person when the signer physically marks the record or document.

4. **Use of Electronic Transactions, Electronic Signatures and Reproduced Signatures.**

- a. Authorized Signers are authorized to sign records or documents using an electronic signature or a reproduced signature for City records or documents as provided by this Policy.
- b. Authorized Signers may affix an electronic or reproduced signature only to the following records or documents:
  - i. Minutes of City Council Meetings;
  - ii. Minutes of Committee Meetings;
  - iii. Resolutions Adopted by City Council;
  - iv. Ordinances Adopted by City Council;
  - v. Accounts Payable Records (i.e. invoices, vouchers, and expenditure or write-off approvals);
  - vi. Contracts or Agreements that the City is a party;
  - vii. Memorandums of Understanding that the City is a party;
  - viii. Employment Records (i.e. position authorizations, personnel action notices, conditional offer letters, background and new hire forms, benefit forms, policy acknowledgments, and performance evaluations);
  - ix. Engineering, land use, environmental and building plans, approvals, and permits; and
  - x. Police reports, declarations, affidavits, and similar related police documents.
- c. An Authorized Signer shall use their own electronic or reproduced signature, and does not have the authority to sign for another Authorized Signer.

5. **Validity of Signature.**

The electronic signature or reproduced signature done in accordance with all applicable laws and this Policy is deemed to be valid to the same extent as a wet signature, unless the record or document by its terms requires a wet signature.

6. **Notary.**

The use and acceptance of an electronic signature affirmed by an electronic record notary public is permitted if the notarization complies with the Revised Uniform Law on Notarial Acts (Ch. 42.45 RCW), as it now appears or is hereafter amended, and RCW 1.80.100, as it now appears or is hereafter amended.

7. **Verification.**

- a. Electronic Signatures. Electronic signatures created or accepted by the City shall be affixed to records or documents using Verification Software, or a software program that provides substantially similar capabilities of the Verification Software for preservation, disposition, integrity, security, confidentiality and auditability of the record or document.
- b. Reproduced Signatures. Reproduced signatures created or accepted by the City must be verified by the City employee sending or receiving the record or document. The verification may include, but is not limited to:
  - i. Receipt of a faxed signature from a facsimile number verified as belonging to or traceable to the party that signed and transmitted the record or document; or
  - ii. Receipt of an emailed signature from an email address verified as belonging to the party that signed and transmitted the record or document.

8. **Storage and Transmission of Electronic Records.**

The City has adopted a Records Management Policy pursuant to Resolution 2010-68. This Policy supplements the Records Management Policy. If this Policy conflicts with the Records Management Policy, then this Policy shall govern.

- a. Storage. Electronic records shall be stored in such a way as to ensure their preservation, disposition, integrity, security, confidentiality, and auditability. Information that is necessary to verify the authenticity of an electronic signature or a reproduced signature must be stored with record or document, which may include the digital certificate used by the Authorized Signer, a fax coversheet or email verifying who sent and/or received the record or document, and the electronic notary information.

- b. Transmission. Electronic records shall only be transmitted via secure methods including, but not limited to, email, facsimile, data storage device (i.e. USB flash drive), cloud-based storage (i.e. Dropbox), and cloud-based digital signature platforms.

9. **Exemptions.**

- a. This Policy does not apply to any record or document that is required by law to have a wet signature.
- b. This Policy does not affect the City's ability to conduct a transaction using a physical medium and shall not be construed as a prohibition on the use of a wet signature. The City may still require records or documents to have a wet signature on a case-by-case basis.
- c. The private key used to create an electronic signature is exempt from public inspection and copying under the Public Records Act, Ch. 42.56 RCW, and specifically RCW 42.56.420.

**RESOLUTION NO. 2010-68**

**A RESOLUTION,** adopting a records management policy.


**WHEREAS,** it is the policy of the State of Washington to fully protect the public interest in public records; and

**WHEREAS,** the City Council of the City of Wenatchee desires to implement a records management policy that furthers the public interest.

**BE IT RESOLVED** that the records management policy attached hereto as Exhibit "A," shall be and hereby is adopted by the City of Wenatchee.

**PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE** at a regular meeting thereof this 9<sup>th</sup> day of December 2010.

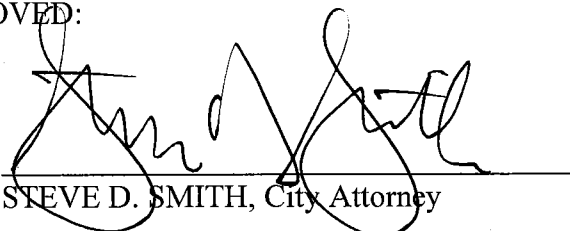
CITY OF WENATCHEE, a Municipal Corporation

By:   
DENNIS JOHNSON, Mayor

ATTEST:

By:   
JAMMY STANGER, City Clerk

APPROVED:

By:   
STEVE D. SMITH, City Attorney



**City of Wenatchee**

## **Records Management Policy**

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### **Implementation:**

In order to manage the City's records in an efficient manner, streamline the paper flow, provide for document archiving, minimize the temporary storage constraints, and remain in compliance with the Washington State Public Records Act (RCW 42.56), the City of Wenatchee has implemented a Records Management Policy and Retention Schedule pursuant to Resolution \_\_\_\_\_ adopted by the City Council on \_\_\_\_\_.

### **GENERAL RECORDS MANAGEMENT**

The purpose of this program is to establish a citywide policy and standard procedures for managing records according to the provisions of RCW 40.14 (concerning the preservation and destruction of public records) and all other state and federal statutes and regulations which govern agency records keeping practices, including the systematic identification and disposal of obsolete records; transfer of historically valuable records to the State Archives system; removal of non-current records from active office storage; protection and security backup of records essential to agency authority and operations; disaster preparedness; insurance of records systems integrity and accessibility; and effective compliance with public disclosure compliance.

As public employees, we are all stewards of the City's official records. Official records are comprised of a collection of documentation, including legislative, historic, legal, fiscal and administrative documents, as well as essential records. Records management entails administering various document formats such as correspondence, mail, emails, faxed material, historical reference, and with the technical age, electronic media.

Records management archiving is a conventional method of safeguarding history for the benefit of education, accessibility to research, and preservation of valuable fiscal, legal and administrative information. As records management for the City of Wenatchee includes a vast array of elements, each department will strive to ensure proper safekeeping and destruction pursuant to the criteria set forth herein.

Statutory references are legal citations setting forth the retention and destruction guidelines. These guidelines ensure that the records are maintained legally and efficiently. Records that are not appropriately maintained or improperly destroyed expose the City to potential liability.

It is the goal of the City to have a streamlined records management policy. A concerted effort will be made to adhere to the retention schedule and to destroy all appropriate records that are being stored in various facilities throughout the City, and prepare archival material for transfer to the State Archives. Preparation of archival material will include records indexing according to the State guidelines. All backlogged and inactive records will be archived or destroyed pursuant to the requirements in the retention schedule. When active files are determined to be inactive they will be processed by inventorying the record and documenting it for archival or destruction. This process will eliminate a large number of storage boxes and release space for other uses, as well as bringing the records management program into full compliance.

### **What is a Public Record?**

Chapter 40.14 of the Revised Code of Washington (RCW) contains regulations for the retention, preservation and lawful destruction of public records, and grants authority to Washington State Archives to preserve and protect public records. (Chapter 42.56 RCW defines public records for the purposes of public records requests.) Per RCW 40.14.010, public records are defined by three key criteria:

#### **1. “Made or received by any agency in the State of Washington”**

Public Records include both the records that an agency creates and those that it receives or collects. For example, when an agency solicits public comment on an issue, both the request for comment and information received in response are public records.

#### **2. “In connection with the transaction of public business”**

A record provides proof or evidence of agency business. Agency business includes not only the core functions of an agency, but also support functions, such as finance, human resources, and facility management.

#### **3. “Regardless of physical form or characteristic”**

If a record meets the two criteria above, then it is a public record, regardless of the format in which it is transmitted or received. This definition encompasses not only paper records, but also records that are created, received, and used in digital format, including emails, websites, databases, digital photos, blogs and tweets.



Per RCW 40.14.020, public records are the property of the State of Washington, and do not belong to the individuals who create or receive them. These records must be kept, managed and disposed of lawfully, in accordance with approved records retention schedules. Agencies need to be aware of what constitutes a public record in order to capture, manage, retain and dispose of them appropriately.

### **Benefits of Managing Public Records**

An effective records management program:

#### **1. Enables the City to fulfill its mission**

The public records of the City of Wenatchee form a critical element of the informational assets of the City. Having timely access to accurate information is central to the City being able to fulfill its mission.

#### **2. Promotes cost-effective use of agency resources**

Time – City staff can work most productively when the right people are able to locate the right records at the right time. In addition, retaining records that document the agency's actions and experiences helps prevent the wasting of time and resources during staff turnover.

Storage costs – Through timely destruction of non-archival records (which have met their minimum retention period) and transfer of archival records to Washington State Archives, the City is able to make optimal use of the physical space within their facilities and the storage space on their servers.

IS costs – In addition to reducing IS storage costs, the appropriate disposal/transfer of public records also reduces other IS costs associated with the time it takes to backup/restore data and to migrate records.

Litigation costs – By being able to locate all necessary records in a timely manner during litigation, public records requests, and audits, agencies minimize their risks and associated costs.

#### **3. Promotes Open and Accountable Government**

Public records are the evidence by which government agencies are able to demonstrate, whether during litigation, public records requests, or audits, that they took the right action at the right time for the right reasons.

Demonstrating that public records are organized, controlled, and only disposed of as part of a managed program enhances the professionalism of the agency and the public's confidence in the agency.

## **Records Management Officer: Roles and Responsibilities**

The City Clerk is designated as the Records Management Officer for the City. The Records Management Officer will ensure the citywide records management program is followed as follows:

- Disposal of records that have reached the end of their retention period;
- Seeing that non-current records are stored appropriately;
- Transfer of historically valuable records to the State Archives;
- Essential records protection;
- Off-site security microfilm storage;
- Disaster preparedness for citywide records systems;
- Protection of public records integrity and access during information systems planning and design;
- Public disclosure;
- Represents the agency in its dealings with the State Archives and Local Records Committee;
- Educates and advises departments on records management procedures and practices;
- Compiles and distributes all program information, forms and materials;
- Provides technical assistance and oversees the work of records coordinators within the City.

## **Departments Affected**

All departments of the City are affected.

Each department will work with the Records Management Officer to ensure that:

- Only active (referred to at least once per month) records are stored in valuable office space;
- Non-current records are shifted to storage on a regular basis;
- Historically valuable records are preserved and transferred to the State Archives;
- Records are destroyed at the end of the retention period specified on the retention schedule;
- Records essential to the City's authority and operations are adequately protected from damage or loss;
- Records are protected from damage or loss in the event of a disaster;
- All information systems are preserved to protect the integrity and accessibility of the public records for the duration of their approved retention periods;
- Records are accessible for public inspection and their security is maintained according to the provisions of the Public Disclosure Act (RCW 42.17).

### **Essential Records Protection**

Essential records will be maintained by ensuring a duplicate copy is scanned into the computer file system under the "W" directory (Document Retention), or a duplicate copy is maintained at an alternate location.

### **Disaster Prevention and Damaged Records Recovery Process**

It is the policy of the City to ensure that its records are identified and protected as much as humanly possible from natural and man-made disasters. This policy applies to all employees who create, receive and maintain city records. The administrative procedures described below afford the City the most efficient and cost effective method for protecting City records and recovering records when disasters occur.

Avoid storing records in loose stacks on desks or on top of file cabinets, in a basement or an attic, near water pipes or air conditioning, or near a heat source.

Strive to store records in file cabinets or in file drawers inside desks. Be sure to store essential records or copies of essential records in an alternate location. Place record storage boxes on shelves off the floor. Properly label file cabinets and record storage boxes, and maintain and update inventories of records and record storage locations.

Properly labeling file cabinets and file storage boxes is essential for reporting disaster damage. In the event that records are damaged, City employees must assess the damage, perform recovery procedures, and when necessary report records that are unrecoverable to the City Clerk's office. Actions necessary to recover documents can range from simply air-drying paper records to hiring restoration specialists for severely damaged records of various media types.

Damaged records must be documented. If records are damaged a Records Disaster Recovery Worksheet should be followed and a Damaged Records Assessment Report should be filled out. If records are unrecoverable an Authorization to Destroy Unrecoverable Damaged Records should be completed. These reports serve as permanent record, and would be utilized in any legal proceeding as evidence of damaged records.

### **Email Retention Policy**

Email and email systems are intended to be a medium of communication. Email messages are subject to the guidelines provided in chapter 40.14 RCW for the preservation and destruction of public records; as such they are managed through records retention schedules. The retention requirements for email messages and attachments are the same as paper documents with identical content. The messages must be managed individually. Email messages that have no public record significance may be deleted as soon as the message has served its purpose. For emails that have public record significance, the official record copy of an email must be retained. If the

email is part of a chain of emails, only the last message in the chain must be saved assuming all prior messages are contained within the chain.

Any City employee who creates or receives an email message is responsible for the proper retention and disposition of that record. Email messages subject to retention must be retained in their electronic and native format until they meet their designated retention period. Printing and retaining a hard copy is not an acceptable substitute for the electronic message.

### **Documenting Records Disposal**

Documentation of records destruction is required. A Public Records Destruction Log documents disposed records and is maintained at the City' Clerk's office. This form serves as a permanent record, and would be utilized in any legal proceeding as evidence of proper destruction.

### **Indexing/Archiving Records**

The City Clerk will create and maintain an index of inactive records of the City, which will state the name of the document, the location of the document, and the retention period.

### **Records Retention Schedules**

All City departments should strive to follow the retention schedule guidelines as set forth by the State of Washington Secretary of State, Washington State Archives, found at:

<http://www.sos.wa.gov/archives/RecordsRetentionSchedules.aspx>

*(LGGRS 2.1 (general); LGGRS 5.1 (fire and public works); Law Enforcement Records Retention Schedules (police) – or as updated from time to time)*

**Reference:**

**State of Washington Secretary of State – Washington State Archives  
Laws and Rules for Records Management:**

*Revised Code of Washington (RCW)*

- 40.10 Essential Records
- 40.14 Preservation and Destruction of Public Records
- 40.16 Penal Provisions for the Intentional Destruction of Public Records
- 40.20 Reproduced Records
- 42.56 Public Records Act

*Washington Administrative Code (WAC)*

- 434-600 Promulgation
- 434-610 Definitions
- 434-615 Custody of Public Records
- 434-620 Powers and Duties (State Archivist)
- 434-624 Powers and Duties (State Records Committee)
- 434-626 Powers and Duties (State Agency Records Officers)
- 434-635 Local Records Disposition Authority
- 434-640 Methods of Records Disposal
- 434-660 Standards for Public Records
- 434-662 Preservation of Electronic Records
- 434-663 Imaging Systems (Standards)
- 434-670 Local Records Grants Programs
- 434-677 Security Microfilm (Standards)
- 434-690 Archives (Public Records Access)

**State of Washington Secretary of State – Washington State Archives:**

Basics of Records Management: Benefits of Managing Public Records  
Basics of Public Records Management: What is a Public Record?

**State of Washington Secretary of State – Division of Archives and Records  
Management**

Essential Records Manual (Security Backup, Disaster Preparedness Response, and Recovery)



## CITY COUNCIL AGENDA REPORT

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

**FROM:** Darci Mattioda, Utility Planner  
Public Works Department

**MEETING DATE:** May 25, 2023

**I. SUBJECT**

Project number 2316 for the Columbia Corridor Utilities Study consultant agreement.

**II. ACTION REQUESTED**

Staff recommends the City Council approve the Professional Service Agreement (PSA) with PACE Engineering for the Columbia Corridor Utilities Study project No. 2316 and authorize the Mayor's signature.

**III. OVERVIEW**

The project will focus on the areas around Wenatchee Avenue, 5th Street, S. Columbia Street, 2nd Street and Palouse east to Columbia Street and Columbia Street from 5th Street south to the Link Transit Station on Kittitas Street and S. Columbia Street to Thurston Street.

The purpose of this project is to determine on a more detailed level, the utility improvements and right sizing needed to serve the area to meet the full buildout of our city's zoning and align with the goals of the city's current project "Reimage Wenatchee Target Area Master Plan", being led by the city's economic development department as well as the sale and re-development of the Chelan County PUD property on the corner of 5th Street and Wenatchee Avenue.

The final draft that will be developed from this study will provide maps and a list of utility improvements needed to meet the zoning and improvements of a redeveloped downtown core. This information will be used to upgrade the utility comprehensive plans and help the utilities department plan for the future. Public Works staff may present the findings at a committee meeting or council meeting upon completion.

**IV. FISCAL IMPACT**

The consultant's scope of services estimates the project planning and design cost of

Agenda Report to Frank Kuntz, Mayor and City Council  
May 25, 2023  
Page 2

\$170,600. This study has been budgeted in the City's professional services budget for Public Works utilities and will be split three ways between water, sewer and stormwater funds.

**V. PROPOSED PROJECT SCHEDULE**

Upon approval of the agreement, the consultant will start their data collection and analysis. The study is anticipated to be complete by the end of the year.

**VI. REFERENCE(S)**

Professional Service Agreement for PACE  
Map of the area and the Reimagine Wenatchee study area  
PACE Scope of Services

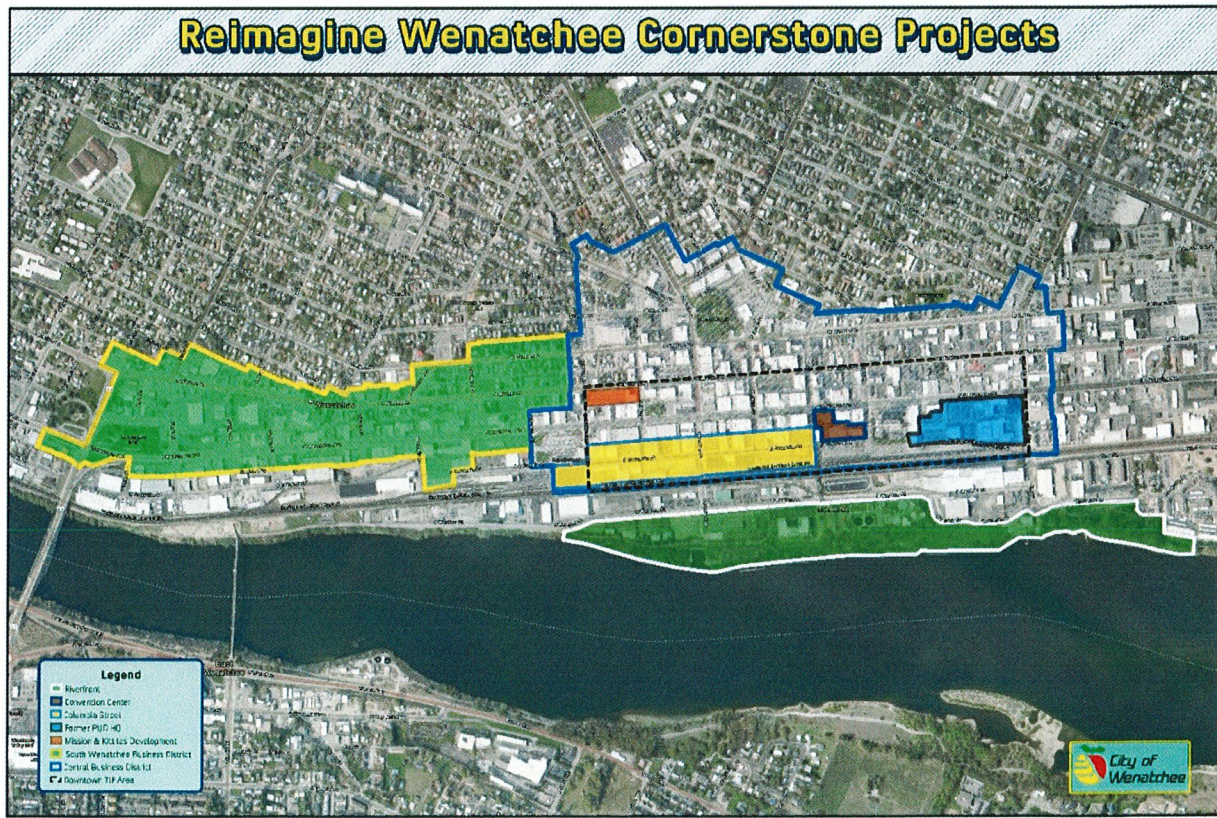
**VII. ADMINISTRATIVE ROUTING**

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





Figure 1: 5<sup>th</sup> Street and N. Columbia Street, Downtown Wenatchee, City GIS Operations Map







CON/\_\_\_\_\_/\_\_\_\_\_

**CITY OF WENATCHEE**

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

**DEPARTMENT OF PUBLIC WORKS**

**PROFESSIONAL SERVICES AGREEMENT**

Columbia Corridor Utilities Study, CPN 2316

The City of Wenatchee, Washington, a municipal corporation ("City") and Pace Engineers Inc., whose address is 104 E. Ninth Street, Wenatchee, WA 98801 ("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. The standard of the profession applicable to the consultant services will be to that degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar work.

**II. COMPENSATION**

- A. The total compensation to be paid to Consultant for completion of these services shall not exceed \$170,600.00, 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**

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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 Utility Planner 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 June 1, 2024.

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, indemnify and hold the City, its officers, officials, employees and volunteers harmless from claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its sole negligence acts 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

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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: 5/17/23

Date: \_\_\_\_\_

## Scope of Services

May 2023

### City of Wenatchee Columbia Corridor Utilities Study

The purpose of this study is to determine the necessary utility improvements for the Columbia Street corridor area which is in the downtown area of Wenatchee, Washington. This will include water, sewer, and storm systems, to support the full buildout of the city's zoning and align with the goals of the "Reimagine Wenatchee Target Area Master Plan" project. Additionally, this study will consider the impact of the sale and redevelopment of the Chelan County PUD property on the corner of 5th Street and Wenatchee Avenue at the time of the development of this study.

#### Objectives

The objectives of this study are as follows:

- Provide recommendations for utility improvements within the Columbia Corridor Utilities Study area
- Collect and analyze data on the existing conditions of the water, sewer, and storm systems in the downtown area of Wenatchee, including flow rates, pipe sizes, condition assessments, and hydraulic modeling.
- Identify any necessary upgrades, modifications, or right sizing of the water, sewer, and storm systems to meet the projected long-term demand.
- Develop cost estimates for the identified utility improvements, including capital and operating costs.

#### Task 1: Planning

Develop a clear and comprehensive plan for the utility study, including goals and objectives, as well as a framework for identifying projects and solutions.

PACE will perform the following tasks as part of this task:

- Define the purpose and scope of the utility study
- Identify objectives, criteria, and goals for the water utility based on flow, pressure, transmission line alignment, access to property owners.
- Identify key objectives and criteria for stormwater utility and detention
- Identify objectives for the sewer utility for flow capacity, and servicing properties.
- Identify key objectives for redevelopment of Chelan County PUD property.
- Identify key stakeholders and their needs and expectations
- Establish measurable goals and objectives that align with the city's Plans
- One (1) meeting is anticipated to review and revise goals.

City to perform the following:

- A review of the goals and objectives of the project.



Deliverables:

- PACE to provide a one (1) word document of this section of the report that to be emailed to City staff for review

### Task 2: Site Survey and Utility Research

The purpose of this task is to gather data on the existing utility infrastructure within the study area for Water, Sewer, and Stormwater. The City of Wenatchee has good mapping data available and it is assumed that an on-site reconnaissance will not be needed.

PACE will perform the following detailed tasks to develop this section:

- Review available mapping data from the City of Wenatchee to determine the location and condition of existing water, sewer, and stormwater infrastructure within the study area.
- Conduct research on any utility concerns and problems identified in the study area. This may include reviewing historical maintenance and repair records.
- Develop a detailed mapping plan to visually display the current state of the utilities in the study area, including water, sewer, and stormwater.

City to provide the following:

- GIS data (shapefile or geodatabase format), sewer card data, water mapping, and all asbuilts or record drawings in a pdf format in the area.

Deliverables:

- PACE to provide city staff a word document with figures and text that identifies the results of the site survey and utility research of the study area.

Assumptions:

- No site visit is required, all verification of areas will be performed by City maintenance staff. PACE to provide areas in question.
- Two (2) meetings via Teams will occur for this task.

### Task 3: Analysis and Development of Solutions

Analyze and model the utility systems for water, sewer, and stormwater within the study area to identify any deficiencies or areas for improvement. This will involve the use of advanced modeling software to simulate the flow of utilities and identify any potential issues.

PACE will perform the following detailed tasks to develop this section:

#### Water Utility

- Provide an overview of the existing water system within the study area.
- Review the water system for capacity, alignments, age, and material type.
- Perform a model analysis of the water system based on the flow demands and pressures agreed upon by the City and PACE staff.



- Provide a list of deficiencies of the City's water system within the study area.
- Provide a list of water system alternatives that would address each of the deficiencies identified. The alternatives will include design alignments, cost estimates, facility sizing, and a list of challenges.

#### Stormwater Utility

- Provide an overview of the stormwater system within the study area
- Analyze the stormwater system using InfoSWMM for capacity and conditions.
- Review stormwater detention requirements for the City and within this study area and determine deficiencies. Develop a list of several sites that could be stormwater detention vaults.
- Provide a list of alternatives that would address the stormwater deficiencies. The alternatives will include design alignments, cost estimates, facility sizing, potential BMP's or water quality treatment approaches, and a list challenges.

#### Sewer Utility

- Provide an overview of the existing sewer system within the study area.
- PACE will determine upstream flows using the sewer comprehensive plan from the city and confirm with City staff prior to performing any analyses.
- Review sewer system for capacity, alignment, pipe age and material type.
- Perform a sewer system capacity model analysis of the pipe within the area using InfoSWMM.
- Develop a list of deficiencies for the sewer system within the study area.
- Develop a list of alternatives to address the sewer system deficiencies within the study area. The alternatives will include design alignments, cost estimates, facility sizing, and a list of challenges.
- List the combined sewers within the study area and provide alternatives to separate these sewers.

#### Large Projects to analyze for utility alternatives.

- Chelan County PUD relocation and site redevelopment.
  - This study will identify potential utility scenarios if the property was to be redeveloped. These scenarios will include costs, alignments and facility sizing.
  - One (1) meeting with the City in a workshop format (virtual via Teams) to review desired outcomes and develop scenarios for the site redevelopment.
- Columbia Street extension to the North. Currently the north end of N Columbia St ends at 2<sup>nd</sup> Street and could extend to the North to 5<sup>th</sup> street.
  - Provide utility alternatives for what type of utility improvements would be desired.
  - Develop potential stormwater detention alternatives.
  - Costs, alignments, and facility sizing will be provided for each alternative.
- Water transmission line relocation
  - Review potential realignment alternatives
- Water lines in basements of buildings.
  - Identify buildings and alternatives for relocation.
- Identify projects in the "Reimagine Wenatchee Target Area Master Plan" that could impact utilities in the study area. Provide utility scenarios that accommodate these projects.

#### Comprehensive tasks:

- Review City's CIP projects already identified in their comprehensive plan and provide more accurate details on costs and alignments.

#### Figures

- Six maps/figures will be provided in the report
  - Water improvements
  - Sewer improvements
  - Stormwater improvements
  - Alternatives for PUD relocation and site redevelopment
  - Water transmission main realignment
  - Overall improvements

#### City to provide:

- The most recent draft of the "Reimagine Wenatchee Target Area Master Plan".
- Most recent models for all utilities.
- City to verify buildings where waterlines are in basements

#### Deliverables:

- PACE to provide a word document with the analysis section of the report with alternatives for city staff's review

#### Assumptions:

- No physical condition inspection will be performed by PACE. If any verification of condition is needed, City maintenance staff will perform.
- Water system demands used for the capacity analysis will be based on fire flow requirements and will be agreed upon by PACE and city staff prior to performing any analysis. An email confirmation will be sufficient for the agreement.
- Sewer flows entering the study area will be determined by the sewer comprehensive plan or provided to PACE.
- Prioritization is not provided as part of the recommendations. No phasing of projects are determined as part of this report.
- PACE anticipates up to six (6) meetings will occur to discuss the analysis results and review potential scenarios, alternatives, costs, etc.

#### **Task 4: Draft and Final Report Production and Delivery**

This task includes the time required to assemble the Draft Study (for City review), and Final Study. This includes compilation of the report, formatting, writing, reviewing, plotting and preparation of the Study and maps, compilation of overall supporting documentation and distribution. Note that electronic copies will be used insofar as possible.

PACE will perform the following tasks to develop the draft and final plan documents:

- Formatting, section writing, and compilation of the document.
- The Draft Study will be an electronic version to the City Staff for initial review and comment.

Modifications by City Staff will be incorporated into the Final Draft Plan document.

- Meeting to review draft with City Staff. (1) virtual meeting with the Staff, PACE (assumes two people).
- Three (3) hard copies (distributed to Staff for initial review) to create the Final Study document.

Assumptions:

- No council or planning committee meetings
- City reviews will have a two-week timeline.
- Only one iteration of comments is included and anticipated.
- Additional analysis beyond what is identified herein is excluded and would require additional scoping and budget if not included in the management reserve budget.

### Task 5: Project Coordination and Management

This task covers overall coordination of the study, including monthly status reports, project meetings, periodic progress report meetings, scheduling, and budget tracking.

Specific activities associated with this task include:

- Preparing a detailed scope of work, budget, and schedule.
- Prepare the data request.
- Administering monthly and final consultant invoicing to the City, as well as monitoring progress against the projected schedule, scope of services, and budget.
- Project management includes production and implementation of the project plan, schedule, and budget. It also includes project coordination and communication with the City and meetings and project file management. It also involves assisting the project team members in the implementation of the task items, reviewing the Work-In-Progress reports, and administering the monthly invoices to the City.
- Prepare for and attend regular virtual meetings with the City for the Study throughout the process.
- It is anticipated that twelve (12) meetings will occur throughout the project. These will occur monthly, or biweekly as determined by PACE and City staff.
- Meeting prep and materials for city staff – internal meetings, council and commission meeting, etc. (assumes 12 hours of time)

### Task 6: Management Reserve Budget

The management reserve budget item for the scope of the utility study is an allocated amount of funds that are set aside to address unforeseen risks, changes, and uncertainties that may arise during the execution of the study. The purpose of this budget item is to provide the project team with the flexibility and resources needed to manage potential unknowns that may be discovered throughout the site review and analysis tasks, potential scope creep, delays, and other unanticipated challenges that could impact the project's success. At the time of the preparation of this scope, the Reimagine Wenatchee Target Area Master Plan has not been completed and the projects identified in this Plan could potentially impact the level of effort for this Study.

The management reserve budget item will be monitored and managed by the project management team, who will be responsible for ensuring that the reserve funds are used effectively and efficiently to mitigate any issues that may arise.



Any expenditures from the management reserve budget item will be approved by City staff prior to implementation by the project team. It is assumed approval will be documented via email.

**SERVICES NOT INCLUDED IN SCOPE**

- Improvements, prioritization, and budget estimates for build-out projects beyond the 20-year planning horizon.
- Flow testing assistance
- In-person meetings. All meetings are assumed to be virtual.
- Detailed financial analysis, rate or GFC updates.
- Additional document copies beyond those identified herein.
- City staff or council or commission meetings beyond what is identified herein.
- Community outreach services
- Land surveying services
- No funding analysis is included
- Design and construction services
- No site verification of utilities

**Schedule**

PACE is prepared to begin work upon notice of approval of this scope and anticipates finishing within one year of approval.

<b>Task Title</b>	<b>Estimated Cost</b>
Task 1 - Planning	\$14,500
Task 2 - Site Survey and Utility Research	\$11,400
Task 3 - Analysis and Development of Solutions	\$83,600
Task 4 - Draft and Final Report Production and Delivery	\$11,500
Task 5 - Project Coordination and Management	\$27,400
<b>Subtotal of Tasks</b>	<b>\$148,400</b>
Management Reserve Budget	\$22,200
<b>Total Estimated Cost</b>	<b>\$170,600</b>

END OF SCOPE OF SERVICES