



WENATCHEE CITY COUNCIL
Thursday, June 8, 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."

4:35 p.m. Executive Session

Executive session to: (1) 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)); and (2) to consider the minimum price at which real estate will be offered for sale when public knowledge regarding such consideration would cause a likelihood of decreased price (RCW 42.30.110(1)(c)).

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 #207736 through #207825 in the amount of \$1,296,160.10 for May 25, 2023
Wires #1592 and #1593 in the amount of \$58,831.04 for May 25, 2023
Payroll distribution (retirees) in the amount of \$10,690.54 for May 31, 2023
Benefits/deductions in the amount of \$1,059,235.14 for May 31, 2023
Payroll distribution in the amount of \$631,466.20 for June 5, 2023
- *Motion to approve Resolution No. 2023-13, declaring certain property surplus to the needs of the City of Wenatchee and authorizing the Public Works Department to dispose of the personal property identified herein.*

4. Action Items

- A.** City Project 2301 – 2024 Pavement Preservation
Authorization to Negotiate
Presented by Project Engineer Charlotte Mitchell
Action Requested: *Motion for City Council to authorize the Mayor to negotiate with KPG Psomas, Inc. for design services for the 2024 Pavement Preservation (Project No. 2301) and further authorize the Mayor to sign a contract on behalf of the City.*
- B.** Columbia River Local Homeless Housing Task Force Grant Agreements
Presented by Community Development Director Glen DeVries
Action Requested: *Motion for City Council to authorize the Mayor to enter into the grant agreements recommended by the Columbia River Local Homeless Housing Task Force as outlined in the agenda report.*
- C.** City Project 2206 – Parkside Renovation Project, Change Order No. 1
Presented by Operations Manager Aaron Kelly
Action Requested: *Motion for City Council to approve the contract Change Order No. 1 with Rudnick and Sons, LLC, in the amount of \$340,309 and authorize the Mayor's signature.*
- D.** Contract Amendment No. 4 to the Professional Service Agreement with DOH Associates, Inc. for Architectural & Engineering Services for Tenant Improvement Developments
Presented by Facilities Manager Elisa Webb and Operations Manager Aaron Kelly
Action Requested: *Motion for City Council to authorize the Mayor to sign Contract Amendment No. 4 to the Professional Services Agreement on behalf of the City with DOH Associates, Inc. for Architectural & Engineering Services for Tenant Improvement Developments.*

5. Reports

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

6. Announcements

7. 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 25, 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."

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 Linda Herald led the Pledge of Allegiance. All Councilmembers were present.

The Mayor asked American Legion Poppy Princess Caroline Sullivan to come forward. She participated in the May 11 meeting via Microsoft Teams but there was a technical issue and the sound was not good. The Mayor invited her to come back to share a bit about her family who have served in the military, including her dad who served 25 years in the Navy. The Mayor thanked her for coming to the meeting. What she shared was very special and he wanted everyone to meet her.

2. Citizen Requests/Comments

Nathan Scott, resident of East Wenatchee, WA, addressed the City Council with his concerns about the Diversity Banners displayed during the month of June and his research finding that the applicant is no longer a non-profit.

Christy Childs, 1537 Skyline Drive, Wenatchee, WA, addressed the Council with her concerns about the safety and behavior of visitors to the Skyline Drive Overlook.

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.*

Motion by Councilmember Top Rojanasthien to approve the agenda, vouchers, and minutes from previous meetings; 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; and 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. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

4. Presentations

- Memorial Day Proclamation read by Councilmember Travis Hornby. The Mayor announced the ceremonies scheduled for Memorial Day.
- Pride Month Proclamation read by Councilmember Mark Kulaas and presented to Wenatchee Pride President Lincoln Nere and Vice President Marlene Curiel of Wenatchee Pride who thanked the City Council for the annual proclamation.
- Years of Service Milestones. Human Resources Director Kari Page presented the Years of Service awards to the following employees:

15 Years

Tim McCord	Technology Specialist
Jason Munson	Mechanic
Ryan Weatherman	Police Sergeant
Donald Nelson	Senior Project Engineer

5 Years

Ryan Harmon	Project Engineer
Rob Jammerman	Director of Public Works
Corey Fuller	Police Officer, School Resource Officer
Matt Collins	GIS Manager
Cande Amante	Utility Worker – Storm/Sewer Collections
Ryan Hammond	Lube Technician

5. Action Items

- A. Waterfront Gateway Phase 2, Project #1905-2 - Budget Amendment and Authorization to Award Construction Contract

Project Engineer Charlotte Mitchell presented the staff report. Council asked questions.

Motion by Councilmember Linda Herald 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 KRCL, LLC and further authorize the Mayor to sign the construction contract documents. Councilmember Jose Cuevas seconded the motion. Motion carried (7-0).

- B. 2023 Pavement Preservation, Project #2203 - Authorization to Award Construction Contract

Project Engineer Charlotte Mitchell presented the staff report. Council asked questions.

Motion by Councilmember Keith Huffaker 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. Councilmember Mark Kulaas seconded the motion. Motion carried (7-0).

- C. 2023 Pavement Preservation, Project #2203 - Construction Administration Contract with KPG Psomas

Project Engineer Charlotte Mitchell presented the staff report.

Motion by Councilmember Top Rojanasthien 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. Councilmember Linda Herald seconded the motion. Motion carried (7-0).

- D. Resolution No. 2023-08 – Electronic Record and Signature Policy

Executive Services Director Laura Gloria presented the staff report.

Motion by Councilmember Mark Kulaas for City Council to approve Resolution No. 2023-08, authorizing the use of electronic signatures and adopting an electronic record and

signature policy. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

E. Project #2316 – Columbia Corridor Utilities Study Consultant Agreement

Public Works Director Rob Jammerman presented the staff report. Council asked questions.

Motion by Councilmember Mike Poirier 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. Councilmember Travis Hornby seconded the motion. Motion carried (7-0).

6. Reports

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

- The Mayor attended the WASPC awards banquet last evening in Spokane where the Wenatchee Police Department received their certificate of accreditation and Chief Crown celebrated the end of his presidency with WASPC.
- It's Public Works Week and Public Works held its annual Road-eo and BBQ.
- Lincoln Park reopened on Tuesday and the Okanogan Community Garden opened today.
- Monday is a holiday and City Hall will be closed.
- The Mayor and Executive Services Director Gloria met with Alma Chacon and Café who are starting a leadership program with a focus on civic engagement and government.
- The Washington State Transportation Improvement Board met in Wenatchee last week. The Mayor welcomed the group and City Engineer Jake Lewing presented project information.
- There will be a work session in July or August about roundabouts. Any additional topic ideas can be shared with Executive Services Director Gloria.
- The Mayor stated that Code Enforcement reported their clean up event went well.

b. Reports/New Business of Council Committees

Councilmember Travis Hornby reported that the Pybus parking lot project begins on May 30. He also reported that he and the Mayor participated in a fundraising "dunk" event. He got dunked a lot more than the Mayor did!

Councilmember Jose Cuevas reported that he attended the Chelan Douglas Homeless Task Force yesterday where they evaluated and went over the 2023 allocation recommendations. He reported he also participated in the Lincoln Park reopening ceremony on Tuesday.

7. Announcements. Councilmember Linda Herald reported she will be absent on June 8.

8. Close of Meeting. With no further business, the meeting closed at 6:00 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. McCord, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Aaron Kelly, Operations Manager
Public Works Department

MEETING DATE: June 8th, 2023

I. SUBJECT

Resolution No. 2023-13 declaring equipment and materials surplus. Exhibit A lists the surplus equipment.

II. ACTION REQUESTED

Staff recommends the City Council adopt Resolution No. 2023-13 declaring certain personal property surplus to the needs of the City of Wenatchee and authorize the Department of Public Works to surplus the property.

III. OVERVIEW

The City has various equipment and materials that are surplus to the needs of the City. The attached Resolution No. 2023-13 describes the process and Exhibit A lists the surplus equipment.

IV. FISCAL IMPACT

Revenue to benefit replacement costs of vehicle and equipment

V. REFERENCE(S)

1. Resolution 2023-13
2. Exhibit A list of surplus items

VI. ADMINISTRATIVE ROUTING

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

RESOLUTION NO. 2023-13

A RESOLUTION, declaring certain personal property surplus to the needs of the City of Wenatchee and authorizing the Public Works Department to dispose of the personal property identified herein.

WHEREAS, the City of Wenatchee owns the personal property legally described on Exhibit “A”; and

WHEREAS, the personal property described on Exhibit “A” is surplus to the needs of the City; and

WHEREAS, the City of Wenatchee has the statutory authority to dispose of said personal property under RCW 35A.11.010 and Chapter 1.34 WCC as currently enacted.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Wenatchee, as follows:

Section 1. Personal Property. The personal property described on Exhibit “A” is declared surplus to the needs of the City of Wenatchee. The Public Works Department of the City of Wenatchee is hereby authorized and directed to sell, transfer and convey the personal property described on Exhibit “A” in accordance with Chapter 1.34 WCC.

Section 2. 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 L. STANGER, City Clerk

APPROVED AS TO FORM:

By: _____
DANIELLE R. MARCHANT, City Attorney

EXHIBIT "A"

Item #	Qty	Description	Serial/VIN/Etc.
1	4	Apple bins of Street Signs	NA
2	1	2013 Dodge Charger	2C3CDXATXDH694964
3	1	2014 Dodge Charger	2C3CDXKT6EH320013
4	1	2014 Dodge Charger (bad engine)	2C3CDXKT4EH320012
5	1	2013 Dodge Charger	2C3CDXAT5DH694967
6	1	2013 Dodge Charger	2C3CDXAT7DH694968
7	1	2013 Dodge Charger	2C3CDXAT3DH694966
8	1	2014 Dodge Charger	2C3CDXKT2EH320011
9	1	2002 Chevy Impala	2G1WF55K229120125
10	1	2007 Chevy Impala (dark silver)	2G1WS58R379249969
11	1	1994 Chevy 3500 1 Ton	1GBJC34F6RE301386
12	1	95 Chevy 1500 1/2 Ton 4x4	1GCEK14Z15Z221409
13	1	1997 Ford Taurus Sedan	1FALP52U2VG220542
14	1	2006 Ford F450 Camera Truck	FDXF46P86EA57062
15	1	1992 Crane/1988 Mack Truck	VG6BA08B5- WB600954(CRANE 23316)
16	1	1986 Sno Go	RB8DD-23040
17	1	Chevy Bucket Truck (155648 miles)	1GBJK34NXNE220640
18	1	1997 Ford Ranger	1FTCR14X6VPA94240
19	1 - lot	John Deere Skid Steer Tires & Wheels - 8 lug 14x 17.5	NA
20	1	Leer Canopy 99 Ford F150 6.5 ft bed; cut outs for pipe rack	NA
21	1	Decked Truck Bed System (DG9)	NA
22	11	Tires 22515 Winter (Stock) Chargers	NA
23	4	Apple bins of Misc parts that we no longer have a use for	NA



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Charlotte Mitchell, Project Engineer
Public Works

MEETING DATE: June 8, 2023

I. SUBJECT

City Project 2301 – 2024 Pavement Preservation
Authorization to Negotiate

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to negotiate with KPG Psomas, Inc for design services for the 2024 Pavement Preservation (Project No. 2301) and further authorize the Mayor to sign a contract on behalf of the City.

III. OVERVIEW

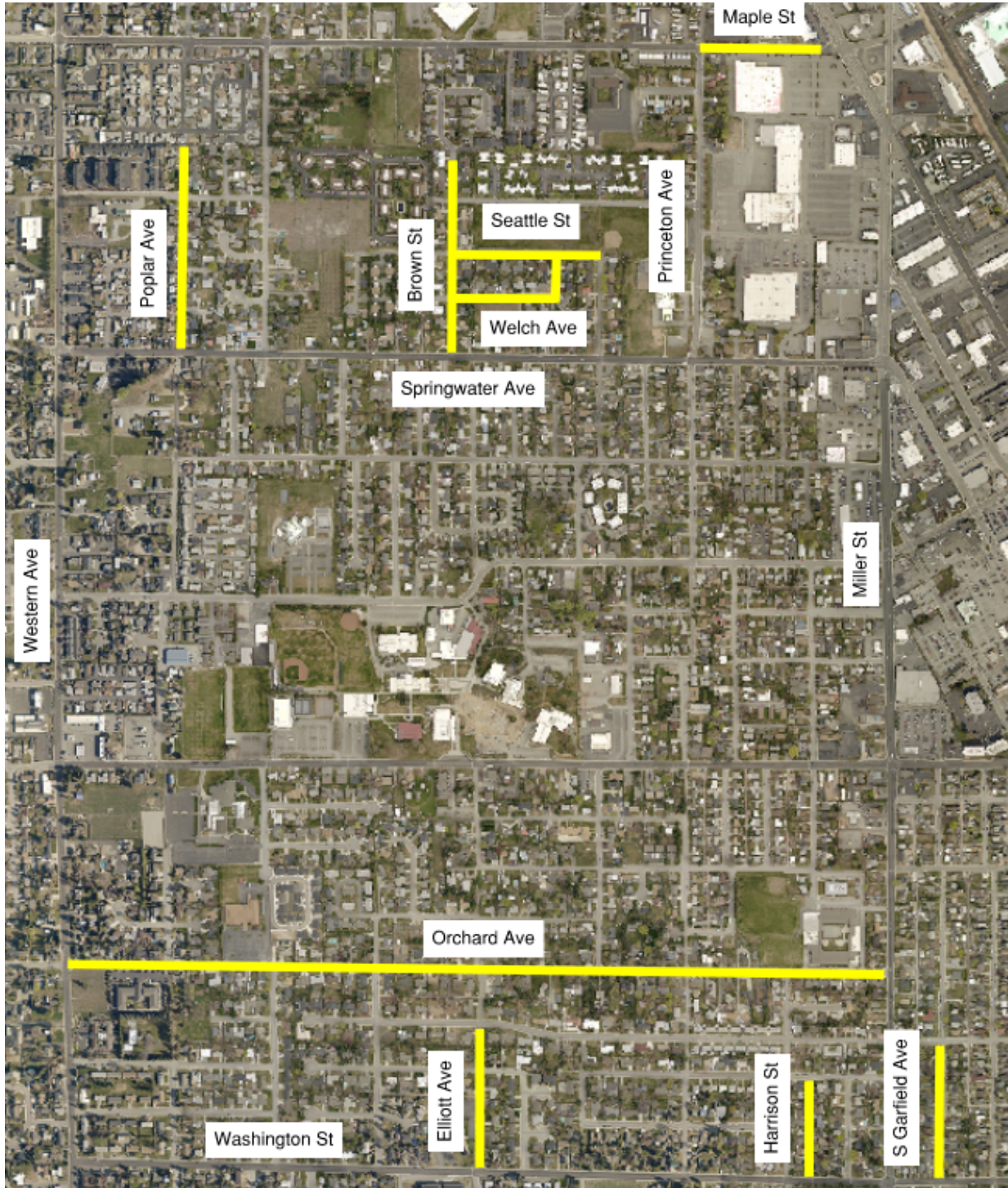
The purpose of the City of Wenatchee’s Pavement Management Program (PMP) is to extend the life of its pavements and cut down on major repair costs. The City has implemented a multi-year program to apply maintenance and preservation treatments to selected streets and improve the overall condition of its pavement network.

The PMP has identified approximately 2.4 miles of proposed streets for a 2024 preservation project based on the pavement condition and available budget. The selected streets have an average Pavement Condition Index (PCI) rating of 55 and consist of one arterial, one collector and the remainder residential roads with existing curb and gutter, sidewalks, curb ramps, and driveways located along their limits. The intent of the project is to provide preservation treatments consisting of thin HMA overlays or inlays with 5-10% pavement repair and upgrade pedestrian facilities to current ADA standards as required. The project will include performing site explorations to determine existing pavement thicknesses, current ADA accessibility compliance, and right-of-way/easement needs to construct necessary improvements.

A request for qualifications was issued March 14, 2023 and three proposals were received on April 18, 2023. City staff has determined KPG Psomas to be most qualified, based on qualifications submitted, to perform engineering services for this project. Upon council approval, staff may amend this contract at a later date for construction management services from KPG Psomas if deemed necessary.

The selection process was conducted in accordance with Chapter 39.80 RCW – Contracts for Architectural and Engineering Services.

Here is a map of the proposed roadways to be preserved:



IV. FISCAL IMPACT

The project is funded by Funds 111 – Street Overlay and 119 – Transportation Benefit District which have been combined into Fund 111. The approved capital project budget sheet is attached. The agreement negotiated with KPG is within the approved project budget.

V. PROPOSED PROJECT SCHEDULE

The project will begin June 2023 and extend through December 2024. A more detailed schedule is provided in the attached Professional Services Agreement.

VI. REFERENCE(S)

1. 2301 Capital Project Budget Sheet
2. Professional Services Agreement – *requires the Mayor's signature*

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: September 1, 2022 Project Number: 2301

Project Name: 2024 Pavement Management Dept/Category: Public Works - Street

Project Description:

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

Project Lead:	Jake Lewing	Start Year:	2023
Assigned Department:	Public Works	End Year:	2024
Original Project Budget:	\$2,000,000	Total City Funding:	\$2,000,000
Budget Amendment:		Other Funding:	\$0

Project Notes:

This is a new project budget.

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2023	2024	2025+	
Design Engineering	305,000			250,000	55,000		305,000
Right of Way Acquisition							
Construction Contract	1,525,000				1,525,000		1,525,000
Construction Engineering	155,000				155,000		155,000
Art Fund	15,000				15,000		15,000
Total Project Expenditures	2,000,000			250,000	1,750,000		2,000,000

Project Revenues by Category		Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
					2023	2024	2025+	
Fund:	111 - Street Overlay	600,000			250,000	350,000		600,000
Fund:	119 - TBD	1,400,000				1,400,000		1,400,000
Fund:								
Fund:								
Fund:								
GRANTS:								
Total Project Revenues		2,000,000			250,000	1,750,000		2,000,000

Approved by City Council: _____ Date _____

CITY OF WENATCHEE

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

DEPARTMENT OF PUBLIC WORKS

PROFESSIONAL SERVICES AGREEMENT

City Project #2301 - 2024 Pavement Preservation

The City of Wenatchee, Washington, a municipal corporation (“City”) and KPG Psomas Inc, whose address is 23 South Wenatchee Avenue, Suite 223, 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.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for completion of these services shall not exceed **\$265,787.00**, as detailed in Attachment B.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all services performed under this Agreement and supporting documents hereto as well as all subcontractors’ fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any services not completed in a satisfactory manner until such time as Consultant modifies such services to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

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

shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

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

V. GENERAL ADMINISTRATION AND MANAGEMENT

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

VI. COMPLETION DATE

The completion date for the Consultant's performance of the services specified in Section I shall be not later than December 31, 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 defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

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

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

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

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

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

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Failure to Maintain Insurance

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

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

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.

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.

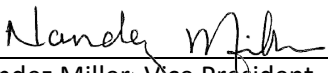
XVI. DISPUTES

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: 
Nandez Miller, Vice President

By: _____
Frank Kuntz, Mayor

Date: 5/31/2023

Date: _____

Exhibit A
Scope of Work
City of Wenatchee Public Works
2024 Pavement Preservation
KPG Project No. 9WEN01xxxx
City Project No. 2301
May 31, 2023

Introduction and Background

The City of Wenatchee's 2024 Pavement Preservation project is anticipated to include approximately 2.2 miles of streets for asphalt maintenance and rehabilitation. The project will consist of the overlay or inlay of streets located throughout the city. While pavement patching, joint repairs, and chip seals are generally considered maintenance treatments, overlays and inlays that alter marked or unmarked crosswalks are considered alterations and trigger the requirement to install or update sidewalk curb ramps to meet the requirements of the Americans with Disabilities Act of 1990 (ADA). The project will result in the need to replace existing curb ramps and possibly secure temporary construction permits to complete the improvements. The project is funded with local funds.

KPG Psomas (Consultant) previously completed a 50 percent level of design for two of the street segments included in the 2024 Pavement Preservation project, as a part of the 2023 Pavement Preservation project. These streets are:

1. Welch Avenue from Brown Street to Seattle Avenue.
2. Seattle Avenue from Brown Street to Amherst Avenue.

In addition, the 100 percent level design was also prepared for Brown Street, from Springwater Avenue to Bartlett Avenue, as a part of the 2023 Pavement Preservation project. Welch, Seattle, and Brown were removed from the 2023 project to meet the city's budget for construction. This Scope of Work will include completing the designs for inclusion in the 2024 Pavement Preservation project. Tasks including the preparation of an aerial base, topographic survey of existing sidewalk curb ramps, and geotechnical analysis and report has also already been completed for Welch, Seattle, and Brown.

This Scope of Work includes topographic survey, geotechnical field analysis, geotechnical report, project design, draft Maximum Extents Feasible (MEF) report for the design of sidewalk curb ramps, bid document plans, specifications, engineer's estimate of probable construction costs, and bidding support with the option to retain the Consultant for construction management services. The contract could be amended to include these services if desired by the city.

Project Description

Below is a description of each project street segment. These descriptions serve as a starting point for the purpose of project scoping. This scope of work assumes that changes and refinement of

project elements are likely to evolve, and minor changes to the project limits may occur as the design progresses. However, the elements of work will generally remain as described.

Segment 1: Maple Street (Between Princeton Ave and N Wenatchee Ave)

Maple Street is a three-lane section with east and west bound travel lanes and a center turn lane. There are curbs, sidewalks, and bicycle lanes on both sides of the street. There are several businesses located adjacent to the street including the Cashmere Valley Bank, WinCo Foods, and the Leonard Evans car dealership. The post office is also located along the segment. Several other businesses can be accessed from WinCo's driveways. The street is classified as a minor arterial and has a Pavement Condition Index (PCI) of 47. According to the city's ADA Curb Ramp Compliance map available at the city's GIS website (wenatchee.maps.arcgis.com) both sidewalk curb ramps at the intersection with Princeton are noncompliant. A topographic survey will be completed of these ramps, and of all ramps in the project, to verify existing slopes and ADA compliancy. It's assumed in this scope of work that all ramps identified as noncompliant according to City GIS data will require replacement.

The pavement exhibits both longitudinal and transverse cracking as well as some alligator cracking within the west bound lane. It's assumed the easterly segment boundary will stop short of the existing crosswalk at Wenatchee Avenue and sidewalk curb ramps and pedestrian pushbuttons at the intersection will not be a part of the project. It's also assumed that the easterly boundary will stop short of existing traffic detection loops that may be located at the intersection, and construction will not impact traffic detection infrastructure.

Segment 2: Poplar Avenue (From Springwater Avenue to the north terminus of the street.)

Poplar Street is a residential street with a PCI of 61. The street section varies and can be described as follows:

1. Section A – Springwater Avenue to Elm Street
Approximately 34' wide, no curbs, gutters, or sidewalk. There are gravel or asphalt shoulders depending on location. Two new sidewalk curb ramps will need to be constructed at Springwater Avenue.
2. Section B – Elm Street to Central Avenue
Approximately 34' wide, with curbs, gutters, and sidewalks on both sides of the street for most of the segment. A new curb ramp will need to be constructed at the northwest corner of Elm Street and Poplar Avenue and at the northwest corner of Poplar and Central. Three existing noncompliant curb ramps at the intersection of Central Avenue (NW, SW, and SE corners) will need to be reconstructed.
3. Section C – Central Avenue to North End of Street
Approximately 34' wide with curbs and gutters on both sides of the street. There are no sidewalks along this segment of street.

The street exhibits both transverse and longitudinal cracking throughout, with a few areas of alligator cracking primarily on the sides of the street. The most extensive area of alligator cracking occurs on the west side of the street between Springwater Avenue and Gardiner Street. There also appears to be a low area here with no infrastructure in place to collect and convey runoff. It's unlikely that pavement repair and overlay alone will improve drainage. It appears the low area is confined to the westerly 3 to 5 feet of street so shouldn't impact travel lanes.

Segment 3: Brown Street from Springwater Avenue to Bartlett Avenue

We previously completed a 100 percent level design on Brown Street as a part of the 2023 Pavement Preservation project. Brown Street was included in the 2023 Bid Set plans as an alternate schedule. Brown Street has a PCI rating of 64. The street is approximately 36 feet wide and has curb and gutters on both sides. The only sidewalks along the street are located at the intersections with Springwater Avenue and Welch Avenue. All the curb ramps at these intersections are noncompliant. The designs of new curb ramps were completed as a part of the 2023 project.

Blocky, transverse crack patterns on the street converge to a longitudinal crack at the centerline and have all been sealed recently. The street also exhibits moderating rutting in wheel paths, measured up to 0.5 inches. The curb grade has settled at the Welch Avenue intersection and settlement appears to extend slightly into Brown Street. At this location, there is increased distress exhibited and extensive alligator cracking in an approximate 30- by 20-foot area. Settlement and alligator cracking to lesser extents are also present at the Seattle and Central Avenue intersections. At Seattle and Welch Avenues, settlement has caused low areas in which drainage collects and pools at the surface with no outlet. There is a catch basin at Central Avenue and drainage is piped to storm sewer in this street. For this scope of work, it's assumed that new storm infrastructure will not be installed with the project, and the design of such infrastructure is excluded. Pavement repair will be completed at the intersections which may allow for these areas to be regraded to improve drainage.

The Asphalt Pavement Investigation report prepared by GeoProfessional Innovation (GPI) dated April 19, 2023, recommended a full width 1.5-inch-thick grind and a 2-inch-thick overlay. It was reasoned that the thicker overlay would improve section thickness in areas where existing asphalt is thin and improve drainage which would help inhibit future crack propagation. The thicker overlay would require that asphalt taper at gutters. The taper would limit the extent of drainage pooling on the surface of the street.

Segment 4: Seattle Avenue (Between Brown Street and Amherst Avenue)

We previously completed a 50 percent level of design on Seattle Avenue as a part of the 2023 Pavement Preservation project. The design of curb ramps and paving improvements has been completed, but plan sheets, typical street sections, and an estimate of construction quantities has not been completed.

Seattle Avenue is a variable width residential street with a PCI rating of 60. Playfields for the nearby Lewis & Clark Elementary School are located on the north side of the street. The street section can be described as follows:

1. Section A – Brown Street to near the southwest corner of the Lewis and Clark Elementary playfields. Approximately 34' wide with curbs, gutters, and sidewalks on both sides of the street.
2. Section B – Southwest corner of Lewis and Clark Elementary playfields to Amherst Avenue. The street widens to between 50 and 55 feet depending on location to accommodate parking on the north side of the street adjacent to the playfields. Curbs and gutters are located on both sides of the street. Curb tight sidewalk is present on the south side of the street. There are two noncompliant curb ramps at the intersection of Welch Avenue and a third at the southwest corner of the intersection of Amherst Avenue. The design of the ramps at Welch Avenue was completed as a part of the 2023 Pavement Preservation project. The ramp at Amherst fell just outside of the limits of the 2023 project, but it's assumed that it will be included within the project limits for the 2024 project.

The street has minor to moderate cracking, mostly in the transverse direction. The cracks have been sealed recently. There doesn't appear to be any alligator cracked zones or measurable ruts. The said April 19, 2023, report prepared by GPI recommended edge grinding and a 1.5-inch-thick overlay. Pavement cores showed that existing pavement varies in thickness between 3.8 and 4.3 inches.

Segment 5: Welch Avenue (Between Brown Street and Amherst Avenue)

The 50 percent level design of Welch Avenue was also completed as part of the 2023 project. This residential street is approximately 36 feet wide and has a PCI rating of 65. There are curbs and gutters on both sides of the street. Curb tight sidewalk is present along the entire northerly and westerly sides of the street and on most of the southerly and easterly sides of the street. There is no sidewalk on the southerly side of the street along the frontage of an undeveloped parcel located approximately 100 feet east of Brown Street. Noncompliant curb ramps at the northeast and southeast corners of the intersection of Brown Street were designed as a part of the 2023 project and will be included in the 2024 project.

The 2023 report prepared by GPI stated reported that the street had a relatively thin layer of asphalt (1.8 to 2.2 inches thick) with chip seal maintenance. The chip seal appears intact, adhering to the underlying pavement and performing well. It was recommended that 1-inch edge grinding and a 1.5-inch-thick overlay be considered to improve drainage and to thicken asphalt.

Segment 6: Orchard Avenue (Between Western Avenue and N Miller Street)

Orchard Avenue is a two-lane street for most of its length except for short three lane sections to accommodate center turn lanes at the intersections with Western Avenue and N Miller Street.

There are parallel parking lanes, curbs and gutters, and curb tight sidewalks on both sides of the street. The street is classified as a major collector and has a PCI of 51. The street segment is approximately 1.0 mile long and has several intersecting streets. There are existing sidewalk curb ramps at each intersection. According to city GIS data, there are 39 noncompliant ramps on the segment. The width of the street is approximately 34 feet except for at intersections where curb bulb outs reduce the width to about 26 feet.

There is extensive rutting and alligator cracking in the wheel paths of both lanes and around utility lids. It also appears that alligator cracking is located along utility trenches. This street will require full-depth pavement repair in many areas prior to overlay. If it's discovered during pavement repair work that underlying subgrade is in poor condition, over excavation and backfill with compacted crushed aggregates may be needed. Pavement cores will be completed by the geotechnical subconsultant on Orchard Avenue and on other streets (except for Seattle, Welch, and Brown where a geotechnical analysis has already been completed as a part of the 2023 Pavement Preservation project). The data obtained from the cores will be useful in assessing pavement thicknesses and provide information on subgrade materials.

Segment 7: Elliot Avenue (Between Washington Street and First Street)

Elliot Avenue is a residential street with a PCI of 67. The street is approximately 36 feet wide with curbs, gutters, and curb tight sidewalks on both sides. Madison Street and First Street have intersections with Elliot Avenue within the segment. There are four curb ramps at the First Street intersection. The city's GIS system does not provide information on whether these ramps are compliant. The topographic survey of the ramps will be used to determine compliancy. While there is sidewalk and curb at each corner of the intersection with Madison Street, there are no curb ramps. It will be necessary to construct four new ramps at this intersection. Two additional ramps at the intersection of Washington Street are noncompliant and will need to be replaced.

There are noticeable quarter crowns on both sides of the street located within a few feet of the face of curbs. One method to remove the quarter crowns would be to extend edge grinding from the gutter to the crown of the road. It will be important to understand existing pavement thicknesses from core data to determine if this would be a reasonable approach. If pavement thickness is thin, edge grinding to the crown would most likely expose subgrade. The pavement surface exhibits transverse cracking with some areas of longitudinal and alligator cracking.

Segment 8: Harrison Street (Between Washington Street and Madison Street)

Harrison Street is a residential street with a PCI of 45. The street is approximately 30' wide and has curbs and curb tight sidewalks on both sides. Curb reveal is less than 6 inches most likely due to past overlays that didn't complete pavement milling prior to asphalt placement. There are four noncompliant curb ramps on the street segment, two at Washington Street and two at Madison Street that will need to be replaced.

The pavement exhibits transverse and longitudinal cracking throughout. There is also alligator cracking in a few areas particularly in the wheel path of the northbound travel lane.

Segment 9: S Garfield Avenue (Between Washington Street and First Street)

S Garfield Avenue is a residential street with a PCI of 44. The street is approximately 28' wide. There are curbs and sidewalks on both sides of the street. Much of the curb has less than 6 inches reveal and is heavily degraded and missing at a couple of locations particularly at the north end of the street. City GIS data indicates that the two curb ramps at the intersection with Washington Street are noncompliant. A third ramp, located at the southeast corner of the First Street intersection, is also noncompliant and will be replaced. There is no curb ramp at the southwest corner of this intersection, and it will be required to construct one at this location.

Most of the cracks are confined to the sides of the street, typically within approximately 5 feet of the face of curb. One area of extensive alligator cracking is located on the west side of the street near the intersection with First Street. It appears the pavement has settled in this area which has created a low point for drainage to collect and pool. This area will require pavement repair which may provide an opportunity to remove the low area by varying the cross slope of the street to provide for positive drainage to the north. Our design will include a grading plan for this area of the street.

A summary of the anticipated project design elements and tasks are as follows:

- Geotechnical investigation (Pavement coring and report.)
- Aerial drone survey of street segments.
- Topographic survey of existing sidewalk curb returns and ramps.
- Preparation of a base map showing aerial imagery, surveyed features, and approximate right of way boundaries.
- Field review of pavement conditions. It's assumed one field visit will be made with city engineering staff.
- Right-of-way research and delineation of approximate right of way boundaries.
- Preparation of Temporary Construction Permits.
- An internal memo documenting the project's SEPA Categorical Exemption under WAC 197-11-800 (2)(d) and (3). It's assumed the project will be categorically exempt.
- Construction traffic control plans.
- Pavement rehabilitation and overlay design.
- ADA compliant sidewalk curb ramp design.
- Sidewalk design, as needed to connect to new curb ramps.
- Channelization and signage design.
- Property restoration where needed behind and adjacent to new curb ramps.

The specific scope of work for these improvements is described in the following tasks.

TASK 1 – PROJECT MANAGEMENT

Objective: Provide management of staff and resources, manage the project budget, manage the project schedule, and provide client contact, billing, and progress reports.

Consultant Responsibilities:

1. Contract administration, invoicing, accounting, auditing, and monthly progress reports.
2. Internal resource management and prioritization of resources.
3. Management of the project schedule and budget.
4. Sub-consultant management and coordination.

Assumptions:

1. Invoices and progress reports will be submitted monthly via email in KPG Psomas format.
2. Invoices will be addressed to the City and no coordination will be made with external funding agencies for the release of project funds.
3. The anticipated duration for this scope of work is June 2023 through March 2023.

Deliverables:

1. Monthly progress reports.
2. Monthly invoices.

TASK 2 – GEOTECHNICAL ANALYSIS (Aspect Consulting)

Objective: Aspect Consulting will complete pavement cores, provide engineering analysis and recommendations for pavement overlay design, and document in a geotechnical report.

Subconsultant Responsibilities:

1. Coordinate field explorations with the Consultant and City representatives. Mark proposed coring locations.
2. Perform “One Call” state utility notification to locate underground utilities. Adjust coring locations as needed.
3. Prepare Right of Way use application and submit to the City of Wenatchee.
4. Prepare traffic control plan and submit to the City of Wenatchee.
5. Complete visual assessments of pavement conditions.
6. Complete approximately 15 pavement cores and shallow subsurface excavations using hand tools to assess pavement layer thicknesses and subgrade support conditions. Pavement cores will be backfilled and patched with cold asphalt. Some surface damage to the existing asphalt must be anticipated as part of the explorations. Cores will be located outside of wheel paths to the extent possible.
7. Prepare photographic logs of pavement cores and assign laboratory testing on selected samples if needed.

8. Perform engineering analyses for pavement overlay and subgrade repair design alternatives.
9. Prepare a draft geotechnical report presenting the results of the explorations and providing engineering recommendations.
10. Prepare final geotechnical report.
11. Project management of Task 2.

Assumptions:

1. Excavation for pavement cores will not be deeper than 18 inches below the surface.
2. Temporary traffic control for pavement coring will include signage, cones, and certified flaggers to complete one lane closures. Scope of work assumes 2 days of in roadway work.

City Responsibilities:

1. Provide street use/right of way permit at no fee.

Deliverables:

1. Draft and Final Geotechnical report.

TASK 3 – TOPOGRAPHIC SURVEY (Cypher Land Surveying)

Objective: Cypher Land Surveying will prepare a drone-based topographic survey of the street segments from back of walk to back of walk and adjacent areas as necessary to support the design. Detailed topographic surveys of existing sidewalk curb ramps and curb returns will also be completed using ground-based survey equipment and methods.

Subconsultant Responsibilities:

Prepare a base map in Civil 3D 2018 format that includes:

1. Topography, grade points at curb returns, edge of pavement, curbs, sidewalks, and visible above ground utility lids and survey monuments.
2. Site specific aerial imagery of project corridors incorporated into Civil 3D drawings and referenced to the Washington State Plane coordinate system.

Assumptions:

1. The Consultant will provide a map to Cypher Land Surveying showing the locations of street segments prior to the commencement of field survey work and be available to meet onsite to discuss project limits.

City Responsibilities:

1. If needed, the City will provide as-built information for existing underground utilities infrastructure that may not be readily available via the City's online resources.

Deliverables:

1. CAD based project base map.

TASK 4 – RIGHT OF WAY RESEARCH AND PLANS (Cypher Land Surveying)

Objective: Cypher Land Surveying will complete research of record surveys and utilize street centerline monuments surveyed in the field to determine the approximate locations of streets rights of way.

Assumptions:

1. Title reports will not be needed.

Deliverables:

1. CAD based file showing approximate street right of way.

TASK 5 – TEMPORARY CONSTRUCTION PERMITS

Objective: Secure Temporary Construction Permits from affected property owners to complete work on private properties.

Consultant Responsibilities:

1. Prepare Temporary Construction Permit (TCP) exhibits. The exhibits will include hatching to identify the boundaries of TCP areas, approximate right of way, proposed sidewalk curb ramps, existing sidewalks, existing driveways, existing landscaping, and property ownership.
2. Prepare and distribute TCP packages to property owners. The packages will include:
 - a. Informational letter describing the project.
 - b. TCP form for property owner signature.
 - c. Exhibit map.
3. Coordinate with property owners to obtain required signatures on TCP documents. This will include a maximum of 3 contacts initially via U.S. Mail, following up via email or phone, and possibly 1 in person meeting.

Assumptions:

1. No right of way acquisition, permanent easements, or temporary construction easements will be obtained. Only temporary construction permits will be obtained, similar in type and process to the permits used for the 2022 and 2023 pavement preservation projects.
2. The same permit language from the 2022 and 2023 pavement preservation projects will be used. If changes are needed, they will be provided to and approved by the City.
3. Upon property owner or City request, field delineation of temporary construction permit areas will be provided by engineering staff using exhibits and field measurements. This Scope of Work excludes staking of temporary construction permit areas by the land surveying subconsultant.

TASK 6 – 50% PRELIMINARY DESIGN

Objective: Develop a 50 percent level design and submit plans and engineer's estimate of probable construction cost to the City for review and comment.

Consultant Responsibilities:

1. Visit each street segment to evaluate pavement condition and develop a pavement maintenance strategy that is coordinated with geotechnical field data. Identify issues with existing quarter crowns and work with the City to develop a paving approach.
2. Provide curb ramp designs that minimize impacts to private properties and the need for temporary construction permits.
3. Identify curb ramp improvements that trigger the need for temporary construction permits.
4. Identify property restoration needs and property owner coordination needs.
5. Internal QA/QC review of the project design prior to submittal of the 50 percent design.
6. Prepare the 50 percent plans and engineer's estimate of probable construction costs. Submit to the City for review.
7. Complete a memo for the City's files documenting that the project is Categorical Exempt from the State Environmental Policy Act (SEPA). The letter will include references to applicable sections of Chapter 43.21C RCW (State Environmental Policy) and Chapter 197-11-800 WAC (Categorical exemptions).
8. Submit the 50-percent level construction plans to utility companies to solicit review comments. Prepare and send utility coordination letter with the attached project plans to solicit review comments.
9. Address city review comments. The response to each comment will be provided to the city along with the revised plans and cost estimate.

Assumptions:

1. Up to two in person meetings with the City.
2. No cultural resources study is required for this project.
3. No environmental field work is required for this project.
4. The project will not require a SEPA checklist and is Categorically Exempt.

City Responsibilities:

1. Attend meetings and provide guidance and design input as needed.
2. Provide review of 50% design and engineer's estimate.

Deliverables:

1. 50% Review Submittal: Plans and engineer's estimate.
2. Memo for the City's files confirming the project is SEPA Categorically Exempt.
3. Prepare and send utility coordination letter with attached project plans.

TASK 7 – FINAL DESIGN (100% Bid Documents)

Objective: Develop final project design (100% Draft Bid Docs) including construction plans, specifications, and engineer's estimate (PS&E) for final review by the City and stakeholders.

Consultant Responsibilities:

1. Participate in design coordination meetings with the City. Prepare agendas, figures, meeting minutes and other exhibits as necessary.
2. Coordinate with utility owners. It is anticipated that the utilities will include Ziply Fiber, Spectrum, Chelan County PUD, and Cascade Natural Gas.
3. Coordinate with Link Transit, USPS, Waste Management, and other stakeholders that require construction phase input and coordination.
4. Refine and finalize pavement maintenance plans and strategies.
5. Refine and finalize sidewalk curb ramp design.
6. Refine and finalize property restoration design. Coordinate with property owners if needed.
7. Internal QA/QC review of the project design.
8. Prepare the Washington State Department of Ecology's Erosivity Waiver form. The Consultant will submit the waiver to Ecology after obtaining the City's signature of the form.
9. Prepare the 100% PS&E submittal. Plans will incorporate review comments from the 50% review and are anticipated to include the following:
 - a. Plans
 - i. Cover
 - ii. Index, Legend, & Abbreviations

- iii. Typical Sections
- iv. Roadway Plans and Details
- v. Sidewalk Curb Ramp Plans and Details
- vi. Miscellaneous Details
- vii. Temporary Construction Traffic Control Plans
- b. Bid Proposal, Contract, and Specification Package
- c. Engineer's Estimate of probable construction cost.

Assumptions:

1. Up to two in-person meetings with the City.
2. Roadway design will be in accordance with the Wenatchee City Code, Wenatchee Standard Details and Policies, WSDOT Design Manual, AASHTO guidelines, and MUTCD standards as applicable. Where conflicts exist between standards, the City will provide direction or request the Consultant's recommendation.
3. Drafting and plan production will be completed using KPG Psomas standards.
4. It's assumed it won't be necessary to relocate utilities to construct the project.
5. The project does not require a drainage report and a drainage report is not included in this scope of work.
6. The project will not require a Construction Stormwater General Permit. The preparation and submittal of Ecology's Erosivity Waiver form is included in this scope of work.
7. The project does not include design of sidewalks, driveways, or other ADA compliant pedestrian access routes beyond what is needed for the ADA compliant sidewalk curb ramp upgrades identified in the Project Description.
8. This scope of work does not include attendance or facilitation of public outreach or formal public meetings or hearings.

City Responsibilities:

1. The City will assist the Consultant in coordinating with utility owners (as needed) to facilitate timely input and responses.
2. Provide comments and guidance to the Consultant in a timely manner.

Deliverables:

1. 100% Draft Bid Document Submittal: Plans, Specifications, and Engineer's Estimate (PS&E).

TASK 8 – Draft Maximum Extents Feasible (MEF) Memorandum

Objective: Prepare a draft MEF memo for each sidewalk curb ramp within the project limits that has identifiable ADA deficiencies. Draft MEF documentation will be used to inform the parameters of curb ramp reconstruction. Final MEF documentation will be developed after construction is complete under a separate scope of work for construction services.

Consultant Responsibilities:

1. Prepare draft MEF documentation for all ADA deficiencies in designed pedestrian facilities within the project area. Documentation to include geometrical evaluations of each ramp. Identify documented deficiencies in the bid document plans.

Assumptions:

1. There are existing curb ramps in the project limits that do not meet ADA design standards due to street grades, lack of adequate right of way, or other limitations.

City Responsibilities:

1. Review and provide comments of the Draft MEF memo.

Deliverables:

1. Draft MEF memo that incorporates City review comments.

TASK 9 – BID DOCUMENTS

Objective: Incorporate 100% review comments and prepare bid documents.

Consultant Responsibilities:

1. Incorporate 100% review comments and submit final signed and stamped Bid Documents ready for advertisement.

Assumptions:

1. It's assumed the City will post the plans and specifications to an online platform where they can be downloaded by interested parties.

Deliverables:

1. Final Bid Documents
2. Electronic copies of the plans, specifications, and estimates in PDF format.

TASK 10 – BID PHASE SUPPORT

Objective: Provide support and assistance to the City during the bidding and award process.

Consultant Responsibilities:

1. Respond to bidder inquiries during the advertisement period.
2. Prepare and distribute addenda if needed.

Assumptions:

1. The project will include no more than two addenda.

City Responsibilities:

1. Coordinate and pay for bid advertisements.
2. Distribute bid documents.
3. Host and lead the bid opening.
4. Complete review of bidders' qualifications and provide the recommendation for award.
5. Develop bid tabulations.

EXCLUSIONS

1. Design of traffic and pedestrian detection infrastructure at the intersection of Maple Street and Wenatchee Avenue. It's assumed the project limits will be west of existing infrastructure at the intersection.
2. Design of sidewalk curb ramps and pedestrian pushbuttons at the intersection of Maple Street and Wenatchee Avenue. It's assumed this infrastructure is located outside of the project limits.
3. Design of storm utility improvements. It's assumed storm improvements will be limited to adjusting existing catch basins to grade where curb and gutter is replaced at new sidewalk curb ramps.
4. Staking of temporary construction permit areas by the land surveying subconsultant.
5. Preparation of a SEPA checklist. It's assumed the project is categorically exempt.
6. Review of bidders' qualifications, development of bid tabulations, and preparation of a recommendation to award letter.
7. Preparation of a Construction Stormwater General Permit. It's assumed an Ecology Erosivity Waiver will suffice for the project.
8. Storm drainage report.
9. Attendance or facilitation of public outreach or formal public meetings or hearings.
10. Construction management services. This work can be added to the contract by amendment at the request of the City.

11. Cultural Resources study and report.

MANAGEMENT RESERVE

The City of Wenatchee may require additional services or an expanded level of effort for the tasks listed in this scope of work. The scope of additional services will be determined at the sole discretion of the City.

Additional services associated with this project will be authorized by the City of Wenatchee under management reserve. At the time these services are required, the Consultant shall provide a detailed scope of work and estimate of the costs. The consultant shall not proceed with the work until the City has issued a notice to proceed. The attached Exhibit B shows a budgeted management reserve of \$20,000.

EXHIBIT B

PRIME CONSULTANT COST COMPUTATIONS

Client: City of Wenatchee

Project Name: 2024 Pavement Preservation

City of Wenatchee Project Number: 2301

Date: 5/30/2023

Task No.	Task Description	Labor Hour Estimate						Total Hours and Labor Cost Computations by Task		
		Engineering Manager	Project Engineer II	Design Engineer I	Construction Manager	Construction Observer III	Senior CAD Technician	Office Admin	Hours	Totals
		\$251.00	\$175.00	\$133.00	\$185.00	\$143.00	\$138.00	\$103.00		
Task 1 - Project Management										
1.1	Contract Administration, Invoicing, and Progress Reports	2	16					8	26	\$ 4,126.00
1.2	Internal Resource Management and Prioritization	2	16						18	\$ 3,302.00
1.3	Project Coordination, Budget, and Schedule Management	2	16					8	26	\$ 4,126.00
1.4	Subconsultant Mangement and Coordination	2	16						18	\$ 3,302.00
	Task Total	8	64	0	0	0	0	16	88	\$ 14,856.00
Task 2 - Geotechnical Analysis (Aspect Consulting LLC)										
2.1	Pavement Coring Field Work and Report - see subconsultant Aspect								0	\$ -
	Task Total	0	0	0	0	0	0	0	0	\$ -
Task 3 - Topographic Survey (Cypher Land Surveying)										
3.1	Topographic Survey - see subconsultant Cypher								0	\$ -
3.2	Base Map - see subconsultant Cypher								0	\$ -
	Task Total	0	0	0	0	0	0	0	0	\$ -
Task 4 - Right of Way Research and Plans (Cypher Land Surveying)										
4.1	Survey and Property Ownership Research - see subconsultant Cypher								0	\$ -
4.2	Prepare CAD Map of Right of Way - see subconsultant Cypher								0	\$ -
	Task Total	0	0	0	0	0	0	0	0	\$ -
Task 5 - Temporary Construction Permits										
5.1	Prepare TCP Exhibits		8					40	48	\$ 6,920.00
5.2	Prepare and Distribute TCP Packages		8					24	32	\$ 4,712.00
5.3	Coordinate with Owners to Obtain Signatures		8						8	\$ 1,400.00
	Task Total	0	24	0	0	0	64	0	88	\$ 13,032.00
Task 6 - 50% Preliminary Design										
6.1	Field Visit to Evaluate Existing Pavement Conditions		10						10	\$ 1,750.00
6.2	Sidewalk Curb Ramp Design		100						140	\$ 22,820.00
6.3	Identify Temporary Construction Permit Areas		8	24					32	\$ 4,592.00
6.4	Identify Property Restoration Areas		8	8					16	\$ 2,464.00
6.5	Internal QA/QC	8	8	12					28	\$ 5,004.00
6.6	Prepare 50% Plans and Engineer's Estimate and Submit to City		16	40			160		216	\$ 30,200.00
6.7	Memo on SEPA Categorical Exemption		2	2					4	\$ 616.00
6.8	Submit 50% Plans to Utility Providers		2	4					6	\$ 882.00
6.9	Address City Review Comments, Complete 50% Plans and Estimate		8	16			40		64	\$ 9,048.00
	Task Total	8	162	146	0	0	200	0	516	\$ 77,376.00
Task 7 - Final Design (100% Bid Documents)										
7.1	Design Coordination Meetings	2	8	8			8		26	\$ 4,070.00
7.2	Coordination with Utility Providers		4	8			4		16	\$ 2,316.00
7.3	Coordination with Link Transit, USPS, Waste Management, Other Stakeholders		2	4					6	\$ 882.00
7.4	Refine Pavement Maintenance Design		40	40			80		160	\$ 23,360.00
7.5	Refine Sidewalk Curb Ramp Design		32	24			40		96	\$ 14,312.00
7.6	Refine Property Restoration Design and Coordinate with Property Owners		4	4			8		16	\$ 2,336.00
7.7	Internal QA/QC	4	8	8			8		28	\$ 4,572.00
7.8	Prepare Ecology Erosivity Waiver		2				2		4	\$ 626.00
7.9	Prepare 100% Submittal		24	24			40		88	\$ 12,912.00
	Task Total	6	124	120	0	0	190	0	440	\$ 65,386.00
Task 8 - Draft Maximum Extents Feasible (MEF) Memorandum										
8.1	Draft MEF Documentation		32	8					40	\$ 6,664.00
	Task Total	0	32	8	0	0	0	0	40	\$ 6,664.00
Task 9 - Bid Documents PS&E										
9.1	Incorporate 100% review comments and submit final bid documents.		16	8			24		48	\$ 7,176.00
	Task Total	0	16	8	0	0	24	0	48	\$ 7,176.00
Task 10 - Bid Phase Support										
10.1	Respond to Bidder Inquiries		8	4					12	\$ 1,932.00
10.2	Prepare Addenda		8	4					12	\$ 1,932.00
	Task Total	0	16	8	0	0	0	0	24	\$ 3,864.00
Total Labor Hours and Fee		22	438	290	0	0	478	16	1,244	\$ 188,354.00
Subconsultants										
Topographic Survey and Right of Way Research and Plans - Cypher Land Surveying \$ 27,500.00										
Geotechnical Analysis - Aspect Consulting LLC \$ 29,933.00										
Total Subconsultant Expense \$ 57,433.00										
Subtotal Estimated Fee \$ 245,787.00										
Management Reserve \$ 20,000.00										
Total Estimated Budget \$ 265,787.00										



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Glen DeVries, Community Development Director
Community Development Department

MEETING DATE: June 8, 2023

I. SUBJECT

The cities of East Wenatchee and Wenatchee have entered into an interlocal agreement for affordable housing and housing-related services. The Columbia River Local Homeless Housing Task Force adopts funding priorities and programs to implement the Local Homeless Housing Plan for East Wenatchee and Wenatchee. The City of Wenatchee has the administrative responsibility for the joint program and the Wenatchee City Council has the fiduciary authority over budget decisions and authorization of the Mayor to enter into contractual agreements for providers.

During the April 11, 2023 Columbia River Local Homeless Housing Task Force meeting, the Task Force considered the following:

1. Extensions of three existing homeless services grants which are due to expire on June 30, 2023. The Task Force recommends the City Council extend the following three grants using 1070 Sales Use Tax funds as outlined below:
 - Women's Resource Center:
 - Miller Park permanent supportive housing (PSH)
 - 20 PSH units for chronically homeless clients with disabilities
 - Original contract: 7/1/21 – 6/30/23; \$185,272
 - Proposed: Extend through 12/31/24; additional funding \$152,850
 - Women's Resource Center:
 - Landlord/Tenant Liaison program
 - Currently serving 172 clients (case management for 120 housed clients & rental searches for 52 active clients)
 - Original contract: 7/1/21 – 6/30/23; \$262,000
 - Proposed: Extend through 12/31/24; additional funding \$216,150
 - YWCA:
 - New Bridges Permanent supportive housing
 - 7 PSH units for chronically homeless clients with disabilities
 - Original contract: 7/1/21 – 6/30/23; \$77,249
 - Proposed: Extend through 12/31/24; additional funding \$63,730

2. Awarding three new grants for diversion/flexible funding/hotel vouchers for low-barrier shelter providers using 1070 Sales Use Tax funds for the term of 7/1/23 – 12/31/24 as outlined below:
 - Wenatchee Rescue Mission: \$81,000
 - People’s Foundation: \$27,000
 - YWCA: \$\$27,000 total
 - \$25,000 hotel damage mitigation fund to be administered by the City

The Task Force also recommended that prior to contract awards, City staff facilitate the development of regional diversion/hotel voucher policies and procedures to be used uniformly by the three grantees and that the Task Force review and approve the policies/procedures prior to contract awards.

II. **ACTION REQUESTED**

Staff recommends that the Wenatchee City Council authorize the Mayor to enter into grant agreements as outlined above.

III. **OVERVIEW**

Contract extensions:

The recommended 18-month contract extensions will standardize contract expiration dates for all City homeless grants and align the contracts with the City’s calendar-year budget cycle. Any future contract extensions past December 2024 would be guided by the cities’ updated strategic homeless plan which is scheduled to be updated in early 2024. The recommended extension funding amounts were calculated by prorating the current contract rates plus an additional cumulative 10% cost of living adjustment (COLA). Previous contract awards did not include any provisions for COLAs.

Diversion/Flexible Funding/Hotel Voucher Contract Awards:

The purpose of Diversion/Flexible/Hotel Voucher funding is to help homeless households avoid entering the homeless system or aid households in exiting homelessness more quickly by providing shelter staff with a means to quickly address miscellaneous client expenses not normally covered by other allowable expense categories (i.e., staffing, facility support). Examples of eligible Diversion/Flexible Funding/Hotel Voucher expenses may include:

- ✓ Costs that help households avoid entering the homeless shelter system such as transportation to permanent housing outside the region.
- ✓ Supplemental costs for securing permanent housing including: application fees, background check fees, credit check fees, utility deposits, and costs of urinalyses for drug testing of household members if necessary/required for housing.
- ✓ Incidental expenses which directly help a household increase income in order to obtain or maintain permanent housing (i.e., work uniforms/shoes, employment certification fees, identification documentation fees).
- ✓ Expenses to meet essential household needs such as personal health/hygiene items, cleaning supplies, transportation passes, propane for RVs, and other personal need items.
- ✓ Short-term hotel vouchers for cases in which homeless households are not able to access a shelter (i.e., no suitable shelter beds are available; lack of ADA access; or situations in which a client is unable to live safely in a communal setting).

As requested by the Task Force, on May 11th City staff convened and facilitated a meeting with the three shelter providers to develop regional program policies and procedures for the new Diversion/Flexible Funding/Hotel Voucher program. City staff is finalizing the draft procedures and will be submitting it to the Task Force for review and approval prior to contract awards.

IV. FISCAL IMPACT

No fiscal impacts to the City's general fund are associated with the proposals. Funds will be utilized under the City's existing 1070 Sales Use Tax funding.

V. PROPOSED PROJECT SCHEDULE

The recommended contract extensions will occur from 7/1/23 – 12/31/24. The new grant awards for Diversion/Flexible Funding/Hotel Vouchers will begin 7/1/23 through 12/31/24.

VI. REFERENCE(S)

VII. ADMINISTRATIVE ROUTING

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



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

FROM: Aaron Kelly, Operations Manager
Public Works Department

MEETING DATE: June 8th 2023

I. SUBJECT

City of Wenatchee Project No. 2206 – Parkside Renovation Project construction contract between the City and Rudnick and Sons LLC, change order No. 1 in the amount of \$340,309.

II. ACTION REQUESTED

Staff recommends the City Council approve the contract change order No. 1 with Rudnick and Sons LLC in the amount of \$340,309 and authorize the Mayor's signature.

III. OVERVIEW

The City of Wenatchee entered into a contract with Rudnick and Sons LLC in March 2023 for the Renovations at the Parkside Facility. The project started in April and is currently 70% complete.

The Renovation Project is funded through a Department of Commerce Grant for Behavioral Health Facilities. The Parkside facility is occupied by American Behavioral Health Systems (ABHS) and the Women's Resource Center (WRC). The renovation project focuses on the portion of the facility (2/3) occupied by ABHS as the funding dictates. The project replaces the roof over ABHS but does not address the roof over WRC's portion of the building. The change order No. 1 includes the amount of \$270,881 to the contract replacing the roof over WRC's portion of the building.

Additional costs to change order No. 1 are funded by the grant are in the amount of \$56,346.72 for remedies in the concrete, drainage, irrigation, HVAC, additional asphalt and decommissioning of two chimneys.

IV. FISCAL IMPACT

Change Order costs to date have added an additional \$69,428 to the contract funded through the grant. Change order No. 1 includes the amount of \$270,881 where if approved will need to be funded outside of the grant funds. If approved the new total construction costs will be \$1,556,422

V. PROPOSED PROJECT SCHEDULE

Construction planned completion July 2023.

VI. REFERENCE(S)

1. Change Order Proposal Log

VII. ADMINISTRATIVE ROUTING

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

Project #: 2206
Project Name: PARKSIDE RENNOVATION PROJECT
Wenatchee
CHANGE ORDER LOG

Owner: City of

COP No.	Issue Date	CHANGE ORDER PROPOSALS	Status	Amount	Comment
001	4/26/2023	COP 001 Sub Grade Gravel	In Progress	\$2,389	Discussing using Geotextile
002	4/26/2023	COP 002 New Heat Tape	Declined	\$414,845	Owner will evaluate system once reconnected
003	4/26/2023	COP 003 Securock for Roof	Closed	\$76,422	Contractor to replace damaged and reuse undamaged if warranty remains intact
004	8/16/2017	COP 004 Standby for Roofing	Closed	\$2,563	Removed due to COP 004 Resolution
005	4/27/2023	COP 005 PIV Emergency Work	In Progress	\$6,876	Resolution proposed during meeting with City
006	4/30/2023	COP 006 WRC Reroof / Proposal Request 001	In Progress	\$270,881	City Reviewing
007	5/9/2023	COP 007 Reuse Heat Tape	Declined	\$63,797	Owner will evaluate system once reconnected
008	5/7/2023	COP 008 Irrigation Replacement	In Progress	\$16,296	David & Rudnick Discussing Solution
009	5/7/2023	COP 009 Chimney Demo	In Progress	\$7,836	City Reviewing
010	5/17/2023	COP 010 HVAC and reframe	In Progress	\$23,787	City Reviewing
011	5/17/2023	COP 11 Added asphalt	In Progress	\$7,570	City Reviewing
012	5/17/2023	COP 12 Concrete sand finish	In Progress	\$4,674	City Reviewing
			Prelim Total	\$340,309	006 not included - separate funding
CO No.		CHANGE ORDERS	C. O. DATE	Cost	REMARKS
001		COP 1, 5, 6, 8, 9, 10, 11, 12	Next Pay App	TBD	
		ORIGINAL PROJECT TOTAL		\$1,216,113	
		TOTAL CHANGE ORDERS ONLY		\$340,309	
		NEW PROJECT TOTAL		\$1,556,422	



CITY COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council

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

MEETING DATE: June 8, 2023

I. SUBJECT

Contract Amendment No. 4. to the Professional Service Agreement (PSA) with DOH Associates, Inc. (DOH) for Architectural & Engineering Services for Tenant Improvement (TI) Developments

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to sign Contract Amendment No. 4 to the Professional Services Agreement on behalf of the City with DOH Associates, Inc. for Architectural & Engineering Services for Tenant Improvement Developments.

III. OVERVIEW

The city of Wenatchee owns property that is are currently leased, intended to be leased, or modified for use by the city or other 3rd party tenants. To adequately plan and execute the terms of existing lease arrangements or newly entered lease agreements, the city of Wenatchee entered into a contract with DOH in December 2022 to assist in the design of various City owned properties for TI purposes.

Together with their engineering consultants, DOH has been working under the current PSA agreement for the TI modifications on the 3rd floor of the Wenatchee City Hall building, the renovation of Building 4 at the former Public Services building to create workshop space for the Facilities department, and at the Wenatchee Valley Museum and Cultural Center for an emergency structural design for repairs.

This PSA amendment relates to a design scope increase specific to mechanical and electrical components for the 3rd floor renovation at the Wenatchee City Hall building. Suite 301 is currently under a lease agreement with the Department of Enterprise Services. Also included in this amendment is the feasibility study for a potential real estate transaction for the city.

IV. FISCAL IMPACT

A combination of the 2023 one-time fund in the Facilities (504) budget and lease proceeds will fund the request for services.

V. PROPOSED PROJECT SCHEDULE

The design is currently underway with a fast-track turnaround to meet a November 1, 2023 occupancy date by the lessee for the 3rd floor space.

VI. REFERENCE(S)

1. PSA Amendment No. 4 with DOH Associates, Inc.

VII. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Laura Gloria, Executive Services Director
Brad Posenjak, Finance Director
Rob Jammerman, Public Works Director



CONTRACT AMENDMENT NO. 4

TO THE PROFESSIONAL SERVICES AGREEMENT

Architectural & Engineering Services for Tenant Improvement Developments

This Contract Amendment No. 4 dated this 8th day of June, 2023, is entered into by and between the City of Wenatchee, a municipal corporation, herein called the "City," and The DOH Associates, hereinafter the "Consultant":

WHEREAS, the City entered into a Professional Services Agreement ("Agreement") with the Consultant on December 13, 2022 for professional architectural & engineering services for Tenant Improvement Developments; 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 No. 4; 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 Exhibit A and Exhibit B.

II. COMPENSATION

- A. Compensation for completion of the additional services, if any, shall not exceed \$ 59,758.00, plus reimbursable expenses.
- B. The total contract amount, including Contract Amendment No. 1 for \$7,900.00, Contract Amendment No. 2 for \$21,000.00, Contract Amendment No. 3 for \$67,000.00, and Contract Amendment No. 4 for \$59,758.00, is \$155,658.00.
- 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 Amendments No. 1, No. 2, No. 3, and No. 4 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 No. 4 on the dates written below:

CONSULTANT:

CITY OF WENATCHEE:

By: _____

By: _____

Frank Kuntz, Mayor

Print Name: _____

Date: _____

Date: _____



May 31, 2023

City of Wenatchee

1350 McKittrick St
Wenatchee, WA 98801

**Subject: #2309 3rd Floor Federal Bldg
ATG Tenant Improvement**

Attention Ms. Elisa Schaefer, Facilities Manager

Ladies and Gentlemen:

This is a follow up to our phone conference on Friday, May 26th for the additional A/E fees associated with meeting the LSR requirements, per the site visit and review of existing drawings, as outlined in the 5/22/23 email from Design West. The additional fees include mechanical and electrical systems (see below for a description of M/E work), structural analysis/design for the new rooftop equipment, new acoustical ceilings throughout, and miscellaneous detailing associated with the new work.

Mechanical and electrical services include the design of new dedicated panel boards, new lighting system, new WSEC compliant lighting controls, emergency egress lighting, new stand-alone HVAC system including VRF and ERC equipment, new ductwork and corresponding diffusers and return grilles.

We are proposing an amendment to our existing lump sum fee of and additional **\$25,700**, plus reimbursable expenses.

If this is acceptable, please prepare an amendment to our Professional Services Agreement.

Sincerely,

THE DOH ASSOCIATES, PS

Larry A. Gangle
Principal

enclosure

SCOPE OF WORK

A/E Fees

Construction Drawings

Demolition Plan	3 hours @ \$97	291
	2 hours @ \$149	298
Reflected Ceiling Plan	6 hours @ \$97	582
	3 hours @ \$149	447
Detailing	8 hours @ \$97	776
	4 hours @ \$149	596

DOH Construction Documents \$2,990

Design West MEP Construction Documents Lump Sum Fee \$18,300

PCS (Structural Construction Documents) Lump sum Fee \$2,400

10% mark-up \$2,070

Subconsultant Construction Documents \$22,770

Total Lump Sum Amendment \$25,760

say **\$25,700**



May 31, 2023

City of Wenatchee

1350 McKittrick St
Wenatchee, WA 98801

Attention Ms. Elisa Schaefer, Facilities Manager

Subject: #2321 -

Facility Condition Assessment

Ladies and Gentlemen:

We've reviewed our documentation for the property at _____ and developed a proposal for an amendment to our contract. In our initial review, we were made aware of past structural concerns with the parking deck and the presence of asbestos in certain areas. Since our initial discussion we learned that there was a design for repairs to the parking structure. We are including a fee for a more detailed hazardous materials inspection and a cursory structural integrity inspection with the assumption that the structural repairs at the parking deck were completed.

Our proposed task authorization for the Subject Project. We are proposing a not to exceed fee of **\$34,058**, plus reimbursable expenses, to prepare a feasibility report. This includes and additional cost for roof sampling.. We understand that the report needs to be completed in 90 days.

Please see the attached scope of work and fee breakdown. If this is acceptable, please prepare an amendment to our Professional Services Agreement.

Sincerely,

THE DOH ASSOCIATES, PS

A handwritten signature in blue ink that reads 'Paul R. Coppock'.

Paul R. Coppock, AIA
Principal

enclosure

SCOPE OF WORK

Understanding of the Project

Determine and document the configuration and condition of the existing structure at Wenatchee, as a basis for evaluation of the value of the structure and concept of work that may be necessary in the future.

Method

Meet with City representatives at the facility to review concerns, operations and orientation with the facility being assessed.

Working from previously prepared drawings for the current owner, we will prepare exhibits of the space. Current interior conditions were not included in the past work and accurate measurements are not intended at this time, however, general layout differences between the past exhibits and current conditions will be modified to represent the current conditions.

The DOH Associates and their consultants will then make a field inspection of the site and structure, assessing their condition respective to each of those categories. Access will be coordinated with the City.

The assessment shall focus on visual assessment of the overall system and individual component deficiencies and shall provide recommendations for upgrades and improvements if deemed appropriate.

Critical life safety deficiencies will be reported to the City.

If further investigation is warranted beyond a visual inspection, the cost of the evaluation will be included in the report.

During the course of the site visits the architect will make note of any apparent variations, modifications, or additions to the buildings that are not represented in the original drawings. To the extent feasible, minor variations or modifications will be incorporated into the base drawing data in the course of the site assessment.

Product

Existing Facility Survey and Condition Report. This document will include drawings of the existing facility, together with a generalized assessment of their condition in terms of the following categories:

- Site Adequacy (e.g. zoning conformance, parking, setbacks, allowable use, lot size)
- Construction Type and Occupancy Categories
- ADA Compliance
- Visual Exterior Closure Condition
- Visual Structural Condition

Facility Condition Assessment

Page 3

- Visual Interior Condition
- Mechanical System Age and Visual Condition
- Electrical System Age and Visual Condition
- Electrical Capacity

The DOH Associates will formulate their 'Survey/Condition Report' report and submit a review draft to the City. Upon incorporation of any additional considerations or information received from the City, the DOH Associates will finalized the report and submit a final copy to the City.

A hazardous materials survey is included in this proposal. We will report information obtained from our consultant on the status of hazardous materials as believed to exist in the building from visible and non-destructive methods.

Additional Services

Sampling of the roof and parapet, past specifications indicate the presence of asbestos. Current photographs show the roof in good conditions and likely replaced since the known asbestos was installed.

Exclusions

Detailed structural, mechanical or electrical analysis of the existing building systems by a licensed engineer. cursory inspections by a structural engineer are included in the base fee.

Drilling of perimeter walls to identify loose fill insulation. Loose fill will be assumed.

No sampling of grout, brick, or concrete building systems.

Construction adhesives and a vapor barrier indicated on the drawings. We will attempt to access the construction adhesives. We will not core the floor to inspect for the vapor barrier.

Inspection will be limited to minimize damage. Some materials, such as the ceramic type tile floor in the lobby, may be assumed to be asbestos.

Technical measurements or calculations, except as previously noted.

Physical site survey, including known boundaries and easements, and soils testing.

Analysis of existing site improvements.

Development of detailed hazardous waste management procedures.

Facility Condition Assessment

Page 4

A/E Fees**Assessment**

Initial Site Visit	4 hours @ \$97	\$388
	6 hours @ \$149	894
Floor Plan Layout	2 hours @ \$97	194
	4 hours @ \$149	596
In house review, records requests, code/zoning	8 hours @ \$149	1,192
Follow-up Site Visits, Documentation	8 hours @ \$97	776
	16 hours @ \$149	2,384
Incorporate Structural Comments	2 hours @ \$97	194
	1 hours @ \$149	149
Mechanical, Electrical Review	4 hours @ \$97	388
	14 hours @ \$149	2,086
Report Production	8 hours @ \$97	776
	2 hours @ \$149	<u>298</u>
<i>DOH Condition Report</i>		\$15,400
<i>Pacific Engineering & Design</i>	Not to Exceed Fee	\$3,000
	10% mark-up	<u>300</u>
		\$3,300
<i>Fulcrum Environmental</i>	HBM Inspection Fee	\$12,250
	Phase 1 ESA	5,000
	10% mark-up	<u>1,725</u>
		\$18,975
<i>Subconsultant Condition Report</i>		<u>\$22,275</u>
<i>Total Not to Exceed Fee</i>		\$31,308
Recommended Budget for Hourly Services		
Additional Services - Roof Sampling	Hourly	\$2,500
	10% mark-up	<u>250</u>
<i>Recommended Budget</i>		\$34,058