

WENATCHEE CITY COUNCIL Thursday, February 22, 2024

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

AGENDA

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

5:15 p.m. Regular Meeting

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

Motion to excuse Councilmember Top Rojanasthien.

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 #210923 through #210891 in the amount of \$700,863.18 for February 1, 2024 Payroll distribution in the amount of \$10,095.07 for February 5, 2024 Claim checks #210982 through #211041 in the amount of \$1,038,955.23 for February 8, 2024 Claim checks #211042 through #211054 in the amount of \$6,288.83 for February 8, 2024 Payroll distribution in the amount of \$458,495.00 for February 20, 2024 Claim checks #211055 through #211061 in the amount of \$12,899.00 for February 15, 2024

- Motion for City Council to accept the work performed by the contractor, Jones Concrete, LLC, for the Unit Priced Concrete Flatwork Project No. SW22-05, and further authorize the City Administrator to sign the Final Contract Voucher.
- Motion for City Council to approve Resolution No. 2024-05, amending the 2024 designations of voting representatives to various community boards, councils and organizations, and authorizing the representatives to vote on the City's behalf.

4. Presentations

Link Transit

Wenatchee City Council February 22, 2024 Page 1 of 3

5. Action Items

A. City Project No. 2323 – North Wenatchee Avenue Corridor Improvements Project Presented by Project Engineer Nicole Brockwell

Action Requested: Motion for City Council to authorize the City Administrator to negotiate with Jacobs for design services for the North Wenatchee Avenue Corridor Improvements Project, City Project No. 2323, and authorize the City Administrator to sign a contract on behalf of the City of Wenatchee pending WSDOT concurrence.

B. P'Squosa Plaza Project

Presented by Parks, Recreation & Cultural Services Director David Erickson

Action Requested: Motion for City Council to accept the bid from JM Pacific construction, Inc. in the amount of \$223,581.83 for the P'Squosa Plaza Project, and authorize the City Administrator to sign the standard city project agreement.

C. Wastewater Treatment Plant – Influent Pump Project No. SW23-01 Presented by Wastewater Treatment Plant Supervisor Mike Hodgson

Action Requested: Motion for City Council to approve Amendment No. 2 to the construction contract with Nordvind Sewer Service, LLC and further authorize the City Administrator to sign the construction change order.

D. Mitigated Permit Deposit Agreement between Crown Columbia Water Resources, LLC and the Regional Water System

Presented by Deputy Public Works Director Jessica Shaw

Action Requested: Motion for City Council to approve the Mitigated Permit Deposit Agreement between Crown Columbia Water Resources, LLC and the Regional Water System and authorize the City Administrator's signature.

E. Amendment No. 2 to the Regional Water Technical Support for Confluence Parkway Agreement

Presented by Deputy Public Works Director Jessica Shaw

Action Requested: Motion for City Council to approve Amendment No. 2 to the Regional Water Technical Support for Confluence Parkway Agreement with Stantec Consulting Services, Inc. and authorize the City Administrator's signature.

F. Wastewater Treatment Plant Blower Building Improvements – Project No. 2106 Presented by Senior Engineer Jeremy Hoover

Action Requested: Motion for City Council to negotiate with RH2 Engineering for SCADA Programming Services for the Wastewater Treatment Plant Blower Building Improvements - Project No. 2106 and further authorize the City Administrator to sign a contract on behalf of the City. Staff further recommends the City Council authorize an amendment to the project budget as detailed below.

6. Reports

- a. Mayor's Report
- b. Reports/New Business of Council Committees
- 7. Announcements
- 8. Close of Meeting

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





WENATCHEE CITY COUNCIL SPECIAL MEETING Thursday, February 1, 2024

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

MINUTES

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

Present: Mayor Mike Poirier; Councilmember District 1 Jose Cuevas; Councilmember District 3 Top Rojanasthien; Councilmember District 5 Charlie Atkinson; Councilmember At-Large "A" Linda Herald; Councilmember At-Large "B" Keith Huffaker

Staff Present: City Administrator Laura Gloria; City Clerk Tammy McCord; City Attorney Danielle Marchant; IT Support Tim McCord

5:15 p.m. Special Meeting

- **1. Call to Order, Pledge of Allegiance, and Roll Call.** Mayor Mike Poirier called the special meeting to order at 5:15 p.m. Councilmember Charlie Atkinson led the Pledge of Allegiance. The excused absence of Councilmember Travis Hornby was noted for the record.
- **2. City Council Interviews.** The following interviews took place in the following order:
 - 1. Chelsea Ewer;
 - 2. Jessica Johnson;
 - 3. Stephen Maher;
 - 4. Armando Bendito.

3. Executive Session

Executive session to evaluate the qualifications of candidates for appointment to elective office. RCW 42.30.110(1)(h).

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

Motion by Councilmember Linda Herald and seconded by Councilmember Jose Cuevas to convene in executive session for a time period not to exceed 30 minutes (7:00 p.m.), with

legal counsel present, to evaluate the qualifications of candidates for appointment to elective office. RCW 42.30.110(1)(h), and to consider the acquisition of real estate when public knowledge regarding such consideration would cause a likelihood of increased price. RCW 42.30.110(1)(b). Motion carried (5-0).

At 7:00 p.m. the City Clerk announced that the Council would need an additional 5 minutes. The Council adjourned from executive session at 7:04 p.m.

4. Acti	ion Item	
A.	Motion for appointment ofposition for Wenatchee City Council District 2.	to fill the vacant City Council
	The City Council commented and thanked everyone for	their willingness to serve.
5. Clo	Motion by Councilmember Top Rojanasthien for appoin vacant City Council position for Wenatchee City Council Huffaker seconded the motion. Motion carried (5-0). se of Meeting. With no further business, the meeting adj	District 2. Councilmember Keith
	Mike Poirier, Mayo	r
Tamm	y McCord, City Clerk	





WENATCHEE CITY COUNCIL Thursday, February 8, 2024

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

MINUTES

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

Present: Mayor Mike Poirier; Councilmember District 2 Chelsea Ewer; Councilmember District 3 Top Rojanasthien; Councilmember District 5 Charlie Atkinson; Councilmember At-Large "B" Keith Huffaker

Staff Present: City Administrator Laura Gloria; City Attorney Danielle Marchant; IT Support Zach Steele; Finance Director Brad Posenjak; Police Chief Steve Crown; Public Works Director Rob Jammerman; Community Development Director Glen DeVries; Parks and Recreation Director Dave Erickson; Public Works Operations Manager Aaron Kelly;

5:15 p.m. Regular Meeting

1. Swearing-In Ceremony

Chelan County District Court Judge Allan Blackmon administered the Oath of Office to Councilmember Chelsea Ewer who said a few words thanking attendees.

2. Call to Order, Pledge of Allegiance, and Roll Call. Mayor Mike Poirier called the regular meeting to order at 5:24 p.m. Councilmember Top Rojanasthien led the Pledge of Allegiance.

<u>Councilmember Top Rojanasthien made a motion to excuse the absences of Councilmembers Cuevas, Herald, and Hornby. Councilmember Keith Huffaker seconded the motion. Motion carried.</u>

3. Citizen Requests/Comments

Jerrilea Crawford, Mayor of East Wenatchee, addressed the City Council to congratulate the recent appointments of Councilmembers Charlie Atkinson and Chelsea Ewer.

Kris Cameron, 1217 Splett Street, Wenatchee, addressed the City Council with her concerns and to consider creating a ban or prohibition on the use of animals in circuses in our community.

Brooke Compton, 615 Marjo Street, Wenatchee, addressed the City Council to consider creating a ban on the use of animals in in circuses in our city

Cindy Volyn, 60 Sage View Lane, Wenatchee, addressed the City Council to consider creating a ban or prohibition on the use of animals in circuses in the community

3. Consent Items

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

Payroll distribution in the amount of \$12,676.05 for January 31, 2024
Claim checks #210799 through #210840 in the amount of \$1,019,094.72 for January 18, 2024
Claim checks #210841 through #210844 in the amount of \$57,189.82 for January 18, 2024
Check #210845 in the amount of \$48,330.00 for January 18, 2024
Claim checks #210846 through #210895 in the amount of \$135,583.76 for January 25, 2024
Claim check #210896 in the amount of \$18,851.73 for January 25, 2024
Claim check #210897 in the amount of \$60,703.80 for January 30, 2024
Payroll distribution in the amount of \$663,557.54 for February 5, 2024
Benefits/Deductions in the amount of \$1,124,280.24 for January 31, 2024
Claim checks #210910 through #210921 in the amount of \$9,985.49 for January 31, 2024
Claim check #210922 in the amount of \$19,073.07 for February 1, 2024

- Motion for City Council to approve the Final Contract Voucher with Cascade Central Construction, for City Project No. 2112 Pinnacles Prep Charter School Phase 1.5A.
- Motion for City Council to accept the work performed by the contractor, Petersen Brothers Inc., on City Project No. SW23-06, the 2023 Guardrail Improvements and Repair Project, and authorize the City Administrator to sign the Final Contract Voucher on behalf of the City of Wenatchee.

Motion by Councilmember Keith Huffaker to approve agenda, vouchers, and minutes from previous meetings; to approve the Final Contract Voucher with the Final Contract Voucher with Cascade Central Construction, for City Project No. 2112 — Pinnacles Prep Charter School Phase 1.5A., and to accept the work performed by the contractor, Petersen Brothers Inc., on City Project No. SW23-06, the 2023 Guardrail Improvements and Repair Project, and authorize the City Administrator to sign the Final Contract Voucher on behalf of the City of Wenatchee. Councilmember Charlie Atkinson second the motion. Motion carried (4-0).

4. Action Items

A. Hale Park Phase Three Project Engineering Consultant Selection

Presented by Parks, Recreation & Cultural Services Director David Erickson.

Motion by Councilmember Top Rojanasthien for City Council to approve of the selection of Pacific Engineering and Design for the Hale Phase Three Project and authorize the City Administrator to sign the standard city consultant agreement. Councilmember Chelsea Ewer seconded the motion. Motion carried (4-0).

B. City Project No. 2407 – 9th Street Corridor Improvements - Budget Approval and Grant Authorization

Presented by Public Works Director Rob Jammerman

Motion by Councilmember Charlie Atkinson for City Council to approve the project budget and authorize the City Administrator to sign the Transportation Improvement Board grant agreement forms. Councilmember Top Rojanasthien seconded the motion. Motion carried (4-0).

C. Right-of-Way vacation for a portion of North Columbia Street

Presented by Public Works Director Rob Jammerman

Motion by Councilmember Keith Huffaker to approve Resolution No. 2024-04, establishing a public hearing for the proposed North Columbia Street vacation on or after the March 14, 2024 City Council Meeting. Councilmember Chelsea Ewer seconded the motion. Motion carried (4-0).

D. Documents related to the Wenatchee Convention Center Expansion and Renovation Project and the Numerica Performing Arts Center

Presented by City Administrator Laura Gloria

Steve Robinson and Kelsey Dew addressed the Council in support on behalf of the Numerica Performing Arts Center.

Motion by Councilmember Top Rojanasthien to approve the Construction Staging Area License Agreement, Demolition and Restoration Agreement, Third Amendment to Ground Lease with the Numerica Performing Arts Center and authorize the City Administrator's signature. Councilmember Charlie Atkinson second the motion. Motion carried (4-0)

6. Reports

- a. Mayor's Report. The Mayor reported on the following:
 - The Chamber's "Coffee & Commerce" event will take place at City Hall on February 14th at 8am where he and City of East Wenatchee Mayor Crawford will be sharing past and future events
 - 2. The Mayor provided January 2024 stats from the Wenatchee Police Department Traffic Unit.
 - 3. He announced that the Wenatchee Downtown Association's Annual Appreciation Dinner is set for February 21st.

b. Reports/New Business of Council Committees

Councilmember Atkinson reported that he was a part of the onboarding of the Chelan Douglas Homeless Taskforce.

Councilmember Huffaker reported that he attended the quarterly Solid Waste meeting. Was given notice that Douglas County is building their own facility.

Councilmember Huffaker shared that both he and Mayor Poirier attended classes for Wenatchee Valley Learns where the students shared their presentations on what Wenatchee will look like in 100 years.

Councilmembers discussed changes of assignments for committee meetings. Councilmember Ewer was assigned to the Finance Committee. Councilmember Rojanasthien asked for someone to take the Museum board position and he will attend LTAC/TPA meetings. Councilmember Ewer opted to take the Museum board. Will check if City is a voting member of the board, may need an alternate.

8. Close of Meeting. With no further business, the meeting adjourned at 6:15 p.m.						
	Mike Poirier, Mayor					
Tammy McCord, City Clerk						



CITY COUNCIL AGENDA REPORT

TO:

Mike Poirier, Mayor

City Council

FROM:

Aaron Kelly, Operations Manager

Public Works Department

MEETING DATE:

February 22, 2024

I. SUBJECT

Unit Priced Concrete Flatwork, Project No. SW22-05

II. ACTION REQUESTED

Staff recommends that the City Council accept the work performed by the contractor, Jones Concrete LLC for the Unit Priced Concrete Flatwork No. SW22-05, and further authorize the City Administrator to sign the Final Contract Voucher.

III. OVERVIEW

Over the past five years we have utilized a Unit Priced Concrete contractor to allow timely restoration of concrete infrastructure during times when the city's maintenance crews were experiencing increased workloads. This contract was wrapped up in September of 2023 and we currently have a new contract in place for this work and is set up on an on-call basis.

Pictures below show some of the work we have been able to accomplish:

804 South Wenatchee sidewalk before replacement







927 S Wenatchee Water chamber before sidewalk replacement



927 South Wenatchee after sidewalk replacement



Corner of Maple and Glacier Pl before



Corner of Maple and Glacier Pl after



Corner of Maiden Ln and Broadcrest Ct before



Corner of Maiden Ln and Broadcrest Ct after



IV. FISCAL IMPACT

The annual approved budget has funding for funds 108, 401 and 405 as shown in the "Budget" columns below. The "Contracted Work" column shows the final amounts billed by the contractor for combined fiscal year 2022 and 2023.

Fund		2022 Budget	2023 Budget	Contracted Work Totals
108 – Street Maintenance		82,500	82,500	75,262.40
401 – Water Utility		52,500	52,500	44,070.03
405 – Sewer Utility		15,000	15,000	0.00
410 – Stormwater Utility		0.00	0.00	10,541.90
To	tal:	\$150,000.00	\$150,000.00	\$129,874.33

V. REFERENCE(S)

1. Final Contract Voucher Certificate

VI. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk Laura Gloria, City Administrator Brad Posenjak, Finance Director Rob Jammerman, Public Works Director Nataliann Tutino, Financial Analyst

City of Wenatchee Unit Priced Concrete Flatwork

July 2022 Contract Forms



City of Wenatchee Department of Public Works

Final Contract Voucher Certificate

Contractor Jones Concrete	e LLC							
Street Address 2250 Stephanie Brooke								
City Wenatchee	State WA	Zip 98801	Date	1/10/2024				
City Project Number	Federal-Aid Project Number		Highw	ay Number				
SW22-05	N/A		N/A					
Job Title								
Unit Priced Concrete Flatw	ork							
Date Work Physically Com 9/08/2023	Final Amount \$129,874	4.33						
	Contracto	r's Certificati	ion					

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Wenatchee nor have I rented or purchased any equipment or materials from any employee of the City of Wenatchee; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Wenatchee for work performed and materials furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the City of Wenatchee from any and all claims of whatsoever nature which I may have, amising, out of the performance of said contract, which are not set forth in said estimate. Contractor Authorized Signature Required _day of _JQM . and sworn to before me this Notary Public in and for the State of residing at CVECU City of Wenatchee City of Wenatchee hereby accepts the completed contract pursuant to Section 1-05.12 of the contract provisions. Date of Acceptance Mavor/or Designee

RESOLUTION NO. 2024-05

A RESOLUTION,

of the City of Wenatchee, Washington amending the 2024 designation of representatives to various community boards, councils and organizations, and authorizing the representatives to vote on the City's behalf.

WHEREAS, elected officials and staff of the City of Wenatchee serve as members of various community boards, councils and organizations; and

WHEREAS, the City Council of the City of Wenatchee, pursuant to Resolution 2023-37, formalized the appointments to the various community boards, councils and organizations on which they serve; and

WHEREAS, after the adoption of Resolution 2023-37, the City Council appointed Councilmember Chelsea Ewer to fill the vacancy in District 2; and

WHEREAS, with the appointment of Councilmember Ewer the City Council needs to amend the designation of representatives to the various community boards, councils and organizations, and authorize these representatives to vote on the City's behalf.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE, HEREBY RESOLVES AS FOLLOWS:

Section 1. Appointments. The mayor, councilmembers and staff shall serve as the City's representative to the community boards, councils and organizations as set forth in Exhibit "A" for the calendar year 2024. Exhibit "A" is attached hereto and incorporated herein

by this reference. The appointments stated on Exhibit "A" supersede and replace any appointment stated in Resolution 2023-37.

Section 2. <u>Voting</u>. The individuals appointed under Section 1 of this Resolution are authorized to exercise, on behalf of the City, any voting power provided to the City regarding the community boards, councils or organizations where they have been appointed.

Section 3. <u>Effective Date.</u> This Resolution shall take effect upon adoption.

ADOPTED by the City Council of the City of Wenatchee, Washington, this 22nd day of February, 2024.

CITY OF WENATCHEE, a Municipal Corporation

	By: MIKE POIRIER, Mayor
ATTEST:	
By:TAMMY McCORD, City Clerk	_
APPROVED AS TO FORM:	
By:	<u>_</u>

DANIELLE R. MARCHANT, City Attorney

Exhibit A Resolution 2024-05

City's Representative to the Community Boards, Councils, and Organizations (Calendar Year 2024)

COUNCIL COMMITTEE ASSIGNMENTS (2024)

			CIL CONTINI		· · · · · · · · · · · · · · · · · · ·	1				
				Pos. 1	Pos. 2	Pos. 3	Pos. 4	Pos. 5	At Lg A	At Lg B
Boards, Councils & Organizations	Meeting Date/Time	Mayor Poirier	City Administrator	Jose Cuevas	Chelsea Ewer	Top Rojanasthien	Travis Hornby	Charlie Atkinson	Linda Herald	Keith Huffaker
			•							
Council Meetings	2 nd & 4 th Thursday 5:15 p.m.	Х	X	Х	Х	Х	Х	Х	Х	Х
Council Workshops	3 rd Thursday Every other month Beginning February 5:15 p.m.	Х	Х	Х	Х	Х	Х	Х	Х	Х
Council Finance Committee	1 st and 3 rd Tuesday 8:15 a.m.	Х	Х		Х			Х		Х
Council Public Safety Committee	3 rd Thursday 3:30 p.m. / every other month	Х	Х	Х					Х	Х
Council Public Services Committee	2 nd and 4 th Thursday 3:00 p.m.	X	Х	Х		Х	Х			
City Director/Dept. Head Meeting	2nd Thursday 1:30 p.m.	Х	Х	Always	Invited					
Mayor Pro-Tem	On call					Х				
Arts, Recreation & Parks Commission	3 rd Tuesday 4:00 p.m.	None Requ	ired							
Chelan County Solid Waste Council	Feb. 7, May 2, Aug. 1, Nov. 7 @ 4pm Chelan Co. PW Conf. Room									Х
Chelan Douglas Health District Board	No representative until 2026									
Chelan Douglas Homeless Advisory Committee	Varies							Х		
Chelan Douglas Transportation Council	2 nd Thursday 9:00 a.m.	Х					(alt)			
Code Enforcement Board	4 th Wednesday 5:30 p.m.	None Requ	uired							
Columbia River Homeless Housing Task Force	Meeting times vary			(alt)					Х	
Community Action Council	2 nd Wednesday 12:00 p.m.					Х				(alt)
Grievance Committee	On call	X								

COUNCIL COMMITTEE ASSIGNMENTS (2024)

			CIL COIVIIVII I	/	C	\				
				Pos. 1	Pos. 2	Pos. 3	Pos. 4	Pos. 5	At Lg A	At Lg B
Boards, Councils &	Meeting	Mayor	City	Jose	Chelsea	Тор	Travis	Charlie	Linda	Keith
Organizations	Date/Time	Poirier	Administrator	Cuevas	Ewer	Rojanasthien	Hornby	Atkinson	Herald	Huffaker
	T	1	T			1		1		1
LEOFF 1 Disability Board	Varies/as needed	Х					Χ			
Police/Fire (RCW 41.26)										
LEOFF 1 Pension Board	Varies/as needed	X					X			
Fire (RCW 41.16)										
Link Board	3 rd Tuesday						Х	(alt)		
	3:00 p.m.									
Lodging Tax Advisory	3 rd or 4 th	(alt)	X			X				
Committee (Joint meeting	Wednesday, every									
w/Tourism Promotion Area	month (varies)									
Board)	12:00 p.m.									
Misawa Sister City	1st and 3rd Thursday								Х	
	5:30 p.m.									
	E. Wen City Hall									
Museum Board	2 nd Wednesday				Х					
	4:30 p.m.									
Planning Commission	3 rd Wednesday	None Requ	uired							
	5:30 p.m.		T			T		T		T
Police Disability Advisory Bd.	As needed	Х								
Public Facilities District	1 st and 3 rd Mondays	Х								
	4:00 p.m.									
Regional Water	Varies	X								
RiverCom	3 rd Wednesday	X					(alt)			
(Chief Crown also attends)	9:00 a.m.									
Tourism Promotion Area	3 rd or 4 th		Х							
Board (Joint meeting	Wednesday every									
w/Lodging Tax Advisory	month (varies)									
Committee)	12:00 p.m.									
Wenatchee Valley Stormwater	Varies				(alt)					Х
Advisory Committee					, ,					
Wenatchee Downtown Assoc.	2 nd Wednesday					(alt)	Х			
	7:45 a.m.					(3.13)				
Wenatchee Valley Chamber of	3 rd Tuesday					(alt)		Х		
Commerce	12:00 p.m.									



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor

City Council

FROM: Nicole Brockwell, Project Engineer

Public Works Department

MEETING DATE: February 22nd, 2024

I. SUBJECT

City Project No. 2323 – North Wenatchee Avenue Corridor Improvements Project Authorization to Negotiate

II. ACTION REQUESTED

Motion requested for City Council to authorize the City Administrator to negotiate with Jacobs for design services for the North Wenatchee Avenue Corridor Improvements Project, City Project No. 2323, and authorize the City Administrator to sign a contract on behalf of the City of Wenatchee pending WSDOT concurrence.

III. OVERVIEW

The City of Wenatchee has partnered with WSDOT to administer the North Wenatchee Avenue Corridor Improvements Project, funded through the state's Connecting Washington Funding Package. The project is part of a network of projects that make up the federally funded Apple Capital Loop.

The North Wenatchee Avenue Corridor Improvements project involves the construction of new safety, placemaking, and mobility facilities for pedestrians and vehicles along North Wenatchee Avenue between Hawley Street and Horselake Road. The project will install wider sidewalks and a landscape buffer, a raised median, U-turns at signals, and a signalized mid-block U-turn and pedestrian crossing. The project will also install a bus pull-out and queue jump for public transit, ITS facilities, and reconfigure signalized intersections.

The scope for the project was determined in partnership with the City of Wenatchee, WSDOT, Chelan Douglas Transportation Council and Link Transit in a preliminary engineering study initiated in 2019 and finalized in 2023 that identified needs along the North Wenatchee Avenue Corridor.

A Request for Qualifications (RFQ) was issued on October 24, 2023. City staff held in-person interviews with the three firms which submitted the highest scoring proposals and ultimately determined Jacobs was the most qualified to perform engineering services for the project. Other firms that submitted proposals for the project included: Ardurra and KPG Psomas. The

selection process was conducted in accordance with Chapter 39.80 RCW – Contracts for Architectural and Engineering Services and Chapter 31 of the WSDOT Local Agency Guidelines Manual.

IV. FISCAL IMPACT

The project is 100% state funded by the Connecting Washington funding package. There is no local match for the project.

V. PROPOSED PROJECT SCHEDULE

The project is scheduled for construction in spring of 2027. Preliminary engineering and right of way acquisition will take place from the beginning of 2024 to fall 2026.

VI. <u>REFERENCE(S)</u>

- 1. Council Presentation Power Point Slides
- 2. Draft Scope of Work
- 3. Draft Fee Estimate

VII. <u>ADMINISTRATIVE ROUTING</u>

Laura Gloria, City Administrator
Tammy McCord, City Clerk
Rob Jammerman, Public Works Director
Jessica Shaw, Deputy Public Works Director
Jake Lewing, City Engineer
Emma Honeycutt, Assistant City Engineer
Ryan Harmon, Engineering Services Manager
Anna Carr, Administrative Assistant
Nataliann Tutino, Senior Financial Analyst
Brad Posenjak, Finance Director

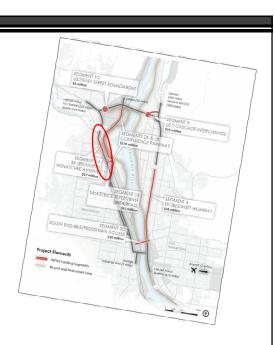


City of Wenatchee Council Meeting February 22nd, 2024



Project Overview:

- Safety and mobility improvements along the North Wenatchee Avenue corridor
- Project Goals:
 - Improve vehicle and multimodal safety
 - Reduce peak-hour congestion
 - Continue to implement placemaking urban design elements along NWA



City Council Meeting February 22nd, 2024

North Wenatchee Avenue (SR 285) Preliminary Engineering Summary Report

- Developed in 2019
- Significant Public Outreach and Business Outreach
- Developed the Master Plan for North Wenatchee Avenue
 - Identified and prioritized future projects along the corridor





Key Project Goals from stakeholders:

"Create a new look and feel for the North Wenatchee Avenue corridor that creates a distinct character through roadway pavement, driveway treatments, crosswalk treatments, site furnishings, lighting, branding elements, landscaping urban design features"

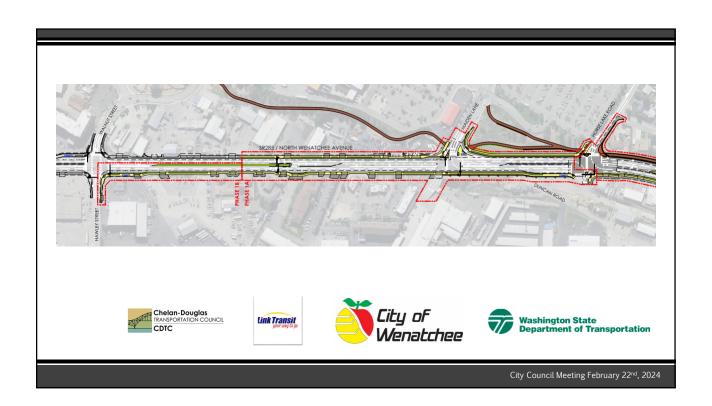
City Council Meeting February 22nd, 2024

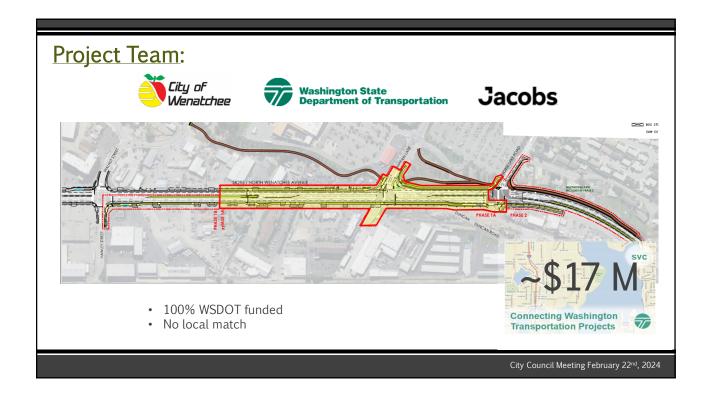
North Wenatchee Avenue (SR 285) Preliminary Engineering Summary Report - UPDATE

- 2022-2023
- Updated the Preliminary Engineering Summary Report to include:
 - Traffic analysis
 - Regional mobility needs
 - Re-defined phasing of improvements: Phase 1a, 1b, and 2
 - Finalized scope for Connecting Washington Project (Phase 1a)

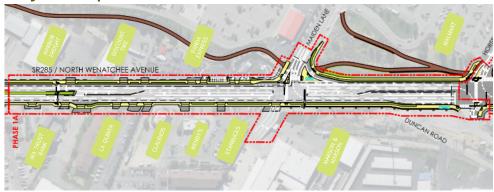


City Council Meeting February 22nd, 2024





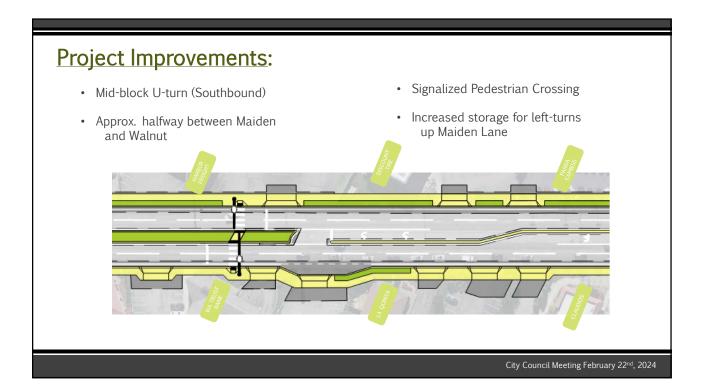
Project Improvements:



- Raised median restricting left turns on/off of Wenatchee Avenue
- Signalized Mid-block U-turn and Pedestrian Facilities
- · Pedestrian and Transit Improvements at Maiden Lane
- · Widened Sidewalk and Landscape Buffer along Wenatchee Avenue

City Council Meeting February 22nd, 2024

Project Improvements: · 8-foot Sidewalk and · Raised median restricting left turns · 6-foot Landscaped Buffer New Storm System ROW CL ROW PROPOSED ROW 6' LANDSCAPE BUFFER W/URBAN DESIGN FEATURES 6' LANDSCAPE BUFFER W/URBAN DESIGN FEATURES 12' LEFT TURN ND U-TURN LAI SAWCUT (TYP) 8" COMPACTED DEPTH HOT MIX ASPHALT (TYP) SECTION C-C NORTH WENATCHEE AVENUE (SR 285) City Council Meeting February 22nd, 2024

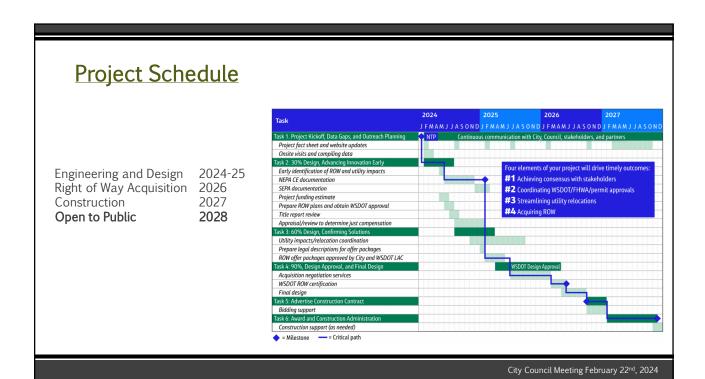


Project Improvements:

- · Maiden Lan Intersection
 - Retain east leg access to Marson & Marson
 - Bull pull-out and queue jump
 - Northbound U-Turn



City Council Meeting February 22nd, 2024



CIVIL ENGINEERING PROFESSIONAL SERVICES SCOPE OF WORK

Consultant Agreement Exhibit A

NORTH WENATCHEE AVENUE

Prepared for City of Wenatchee

February 2024



32 N 3rd Street Suite 320 Yakima, WA 98901

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GENERAL

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- 2 The City of Wenatchee, WA, (the "Owner") intents to improve safety for pedestrians and mobility
- 3 for freight and transit along the North Wenatchee corridor through further development of North
- Wenatchee Avenue (the "Project"). This project is fully funded by the Connecting Washington
- 5 program, and serves as a match to the INFRA Grant funding for the Confluence Parkway project.
- This Scope of Work describes the design services in helping the Owner further develop the Project.

Agreement Clarifications

- 9 The following are clarifications to the Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement.
 - City of Wenatchee, WA (the "Owner") means the Agency.
 - Jacobs Engineering Group means the Consultant.
- V. Payment Provisions, (A. Direct Non-Salary Costs), is supplemented with the following:
 - Meals will be reimbursed on a per diem basis, receipts are not required. Per diem documentation will include travel start and end times, the employee's work schedule, travel origin & destination, and length of stay.
- Schedule: This Consultant Agreement shall cover the services provided by the Consultant from February 8, 2024 through January 31, 2027. Amendments will be prepared to cover services beyond those specified in this Consultant Agreement as requested by the City. The project will be advertised for bids no later than November 30, 2026.
- Jacobs Team: References in this scope of work to Consultant include Jacobs (prime Consultant) and team partners (subconsultants and vendors) listed below.
- 23 Subconsultant team:
 - Concord Engineering (DBE) ITS, Illumination, and Signal Design Services
 - Commonstreet Right of Way Acquisition Services
- 26 Vendor team:
 - CBRE Appraisal Services
 - Pacific Appraisal Associates Appraisal Services
 - Cascade Drilling Geotechnical Exploration and Drilling Services
 - AAR Testing and Inspection (DBE) Soil Materials Laboratory Testing Services
 - Applied Professional Services Utility Potholing Services
 - **Colocation/Meetings/Workshops:** The Consultant will use a blend of in-person and virtual communication techniques throughout the Project. In-person bi-monthly meetings will be attended by Project Manager, Deputy Project Manager and Environmental Lead, all other design and environmental support team members will attend meetings via "Microsoft Teams" or by telephone.
 - To Be Provided by the Owner
- City of Wenatchee standards, policies and procedures related to design and PS&E (if applicable).
 - Electronic Scoping File Documents from previous studies.

- CADD base files of work-to-date including existing features, survey control, and right-of-way linework.
 - Available intersection plans for existing signalized intersections and any available City asbuilt files.
 - Documentation or estimate templates the Owner prefers.
 - Utility Contact List

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Design Criteria and Reference Assumptions: These manuals are a baseline for estimating the CONSULTANT's level of effort for this work. If future revisions to these manuals necessitate changes to work already done, the Owner and the Consultant shall evaluate changes in scope, and initiate a scope change, if appropriate. The design, contract plans, specifications, and estimates (PS&E) shall be prepared in accordance with the following manuals and reference materials:

- WSDOT Design Manual M 22-01.22 (October 2023)
 - WSDOT Standard Plans M21-01 (October 2023)
 - City of Wenatchee Public Works, Pre-Approved Plans (April 11, 2023)
- WSDOT Standard Specifications for Road, Bridge, and Municipal Construction M41-10 (current Edition)
- City of Wenatchee Special Provisions
- City of Wenatchee Pre-Approved policies
- APWA General Special Provisions
- WSDOT Local Agency Guidelines Manual
- Department of Ecology Stormwater Management Manual for Eastern Washington
- WSDOT Highway Runoff Manual M31-16 (current version)
- WSDOT Hydraulics Manual M23-03 (2023 Edition)
 - WSDOT Geotechnical Design Manual M46-03.16 (2022 Edition)
- WSDOT Right of Way Manual
- AASHTO Guide Specification for Seismic Design of Bridges (2011)
- WSDOT Bridge Design Manual
- AASHTO LRFD
 - FHWA MUTCD, 11th Edition, December 2023
 - NEPA 70: Electrical Code (NEC), 2020
- IESNA American National Standard Practice for Roadway Lighting (ANSI/IES RP-8-21)
- AASHTO Roadway Lighting Design Guide
- WSDOT AGi32 Basics for WSDOT Highway Lighting
- ADA Guidelines and Policies
 - AASHTO: A Policy on Geometric Design of Highways and Streets

Project Assumptions

- Hours required for quality control (checking) of all work products are included in the tasks under which those work products are scoped.
- Consultant will provide one (1) electronic copy of all plan submittal packages (30%, 60%,
 90% and 100% Ad-ready). The Consultant will use Sharepoint to host all electronic submittals.

1.0 PROJECT MANAGEMENT

PM.1 Project Management

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PM.1.1 Administration and Coordination

- 4 Staff and manage a project team to provide project work products, monitor budget and schedule,
- and coordinate with the Owner on a regular basis. This management includes general project
- 6 management and administrative tasks such as document management, internal project controls
- 7 and report generation, and overall project coordination of tasks with the Owner the project team.
- 8 Maintain ongoing communications via telephone, email, and periodic office visits with the Owner
- 9 regarding project issues and progress. Participate in and prepare a summary of decisions and
- 10 actions items discussed at meetings.
- 11 Prepare invoices and supporting documentation, complying with the Owner's requirements.
- 12 **PM.1.2 Change Management**
- 13 Establish a change management tracking process to help advise the Owner on anticipated
- 14 changes to the civil engineering professional services as the Project progresses. Discuss
- potential change management items with owner monthly.
- 16 **PM.1.3 Quality Assurance and Control**
- 17 Establish a quality management plan for the Consultants work. Perform quality assurance and
- 18 control activities for the Consultants work products throughout the Project.
- 19 PM.1.4 Progress and Miscellaneous Meetings
- 20 The Project Manager will conduct regular weekly progress meetings (15 minutes) with the
- Owner to discuss progress, schedule, upcoming activities, and other management matters.
- 22 PM.1.5 Project Initiation and Planning
- Regularly consult with Owner to seek clarification as the Project progresses, to ensure goals and objectives are met, and to identify project risks and discuss mitigation measures.
- Kickoff Meeting: Conduct a kickoff meeting in-person with the Owner to initiate the activities
 described in this Scope of Work. The meeting will help establish the goals and objectives
- 27 and set the roles and responsibilities, which will be documented in the Project Management
- Plan.

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- 29 <u>Regular Coordination Meetings:</u> Collaborate with the Owner during 30 minute bi-weekly
- 30 (twice per month) in-person meetings with Key Staff, the Consultant's support team members
- 31 will attend via "Teams". This meeting is a discussion of discipline specific engineering and
- 32 environmental topics.
- 33 <u>Comment Resolution Meetings:</u> Key Team Members will participate in a one hour comment
- resolution meeting for 30%, 60%, 90%, and 100% deliverables.
- 35 <u>Background Data</u>: Collaborate with the Owner in review of background information to
- determine key project elements to be considered in further developing the Project.
- 37 <u>Project Risk Monitoring and Mitigation Measures</u>: Prepare project requirements for the
- 38 Project that incorporate Owner's Project Goals. Develop and track project risks and a
- 39 mitigation measures. Update risk matrix monthly.

PM.1.6 Project Management Plan (PMP)

Develop a Project Management Plan for the Project which will, as appropriate, contain: a

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42 summary description of Project, Owner's objectives for the Project, and a project schedule.

PM.1.7 Master Schedule

- 2 Collaborate with the Owner in developing and updating a master schedule for the Project.
- Original Master Schedule: Prepare a master schedule for completion of the Project. The schedule will be a living document that will be updated once a month.

2.0 DESIGN

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- The Consultant shall provide professional design services that includes driveway approaches.
- 7 sidewalk, curb ramps, median islands, bus priority lanes and signalization, illumination, and mid-
- 8 block pedestrian crossing from preliminary design to final design.

9 **DES.2.1 30% Design**

- 10 The 30% design phase will confirm geometric roadway elements. The Consultant will prepare
- the 30% design layout that includes the median islands, channelization for bus priority lanes and
- signalized intersections, and mid-block pedestrian crossing. During this phase, the roadway
- team will prepare a channelization plan and typical sections for horizontal improvements,
- including curb-ramp type (e.g., parallel, perpendicular, directional) and locations. The Consultant
- will prepare the draft Intersection Plan and draft pedestrian crossing closure memo for review
- and comment by the City and WSDOT.

17 DES.2.1.1 30% Roadway Design, Site Visit, Project Quantities

- The Consultant will prepare 30% design and plans meeting current City and State standards.
- 19 Autodesk Civil 3D will be used in conjunction with Sharepoint to share files across multiple
- 20 consultants and the Owner. Submittals will be in PDF. Measurements will be in English units.
- 21 Electronic documents will be in Autodesk Civil 3D version 2022 and Microsoft Office 365.
- The Owner will provide the Consultant with a current CADD base file that includes primary
- 23 control and any additional files containing previous utility survey and right of way linework The
- 24 Consultant shall perform quality control review for each deliverable package. The Consultant
- will create the base plan sheets for the project and plan sheets specific to work zone traffic
- 26 control and ADA compliance. The plans sheets included in the 30% submittal package are
- 27 shown in *Table 1: Plan Sheet Delivery Summary* below.
- The roadway team will inventory all City, transit and business signs within the project limits
- 29 during the site visit.
- 30 The Consultant will complete a site visit, including but not limited to coordinating with City
- 31 maintenance staff to open junction boxes, existing signal cabinets, and verify the City's current
- 32 signal and ITS equipment along the corridor, verifying capacity for new equipment and
- 33 confirming infrastructure and equipment needs to provide a fully functional and interconnected
- 34 signal system.
- 35 The Consultant will coordinate with the City signal operations staff to review existing signal
- 36 phasing and finalize proposed signal phasing with transit treatments. They will also coordinate
- with the Chelan County PUD to identify power source for lighting and signal services.
- 38 The Consultant will design interconnected signals along North Wenatchee Avenue between
- 39 Mission Street and Horse Lake Road using established conduits. The site review will confirm
- 40 the existing conduit paths and identify availability of fiber termination panels, capabilities of
- 41 network switches, and controllers in the cabinets comply with our proposed design.
- The Consultant will conduct illumination analysis using AGI32 software to ensure that minimum
- 43 illuminance values are met per AASHTO Roadway Lighting Design Guide with proposed
- 44 luminaire placements.

- 1 The Consultant will use an early construction cost estimate to verify the proposed work fits in
- the City's funding budget. Preparing design quantities for quarterly estimate review and 30%
- 3 milestone.

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DES.2.1.2 Stormwater Design, Planning, and Mitigation

- 5 The stormwater design team will perform an early assessment to determine the feasibility of fully
- 6 infiltrating/dispersing all stormwater from the project area. The assessment will include
- 7 coordination with the City's stormwater consultant, to evaluate opportunities for both on and off-
- 8 site infiltration/dispersion. Results from the assessment will be documented in a stormwater
- 9 planning memo and communicated in early discussions with the City regarding ESA
- 10 consultation, treatment options, and thresholds to address 6PPD-Q mitigation. The assessment
- 11 results will also be used to inform the location of geotechnical drilling.

DES.2.1.3 Surveying, Data Collection, and Mapping

- 13 The Consultant will finalize survey needs by developing conceptual layouts, right of way impacts,
- and potential utility conflicts within the project limits. The Consultant shall perform field surveys
- 15 required to complete the Work. Survey data shall be collected in accordance with City
- 16 Standards and within the same horizontal and vertical datum as the original base map provided
- 17 by the Owner. The Consultant shall update the project base map with the supplemental
- 18 information.
- 19 The Consultant shall collect topographic features within the project limits and up to 100 feet of
- the south and north project boundaries to sufficiently identify existing driveway locations, ADA
- 21 ramp locations, and existing grades including, anticipated features to survey include:
 - Curb and Gutter
 - ADA ramp grade breaks
 - Back of Sidewalk
- The Consultant shall also collect topographic features within the project limits:
- Utility locate marks
- Utility boxes
 - Signal pole locations
 - Pedestrian push button locations
- 4 Luminaire poles
 - Cabinet and foundations
 - Parking lot striping, signs, curbs, fences, and hardscape/pavement features
- Guardrail, concrete barrier, fences, bollards
 - Transit shelters and benches
- Existing signs
 - Utility poles
 - Mailboxes
 - Utility covers, monuments, and fire hydrants.
 - Topography for proposed stormwater facility areas
 - Existing retaining walls
 - Trees (DBH and species), bushes, existing irrigation system, pipe material sizes, locations of water meters, and landscape features including benches, receptacles, bike racks and wayfinding signage
 - Completed pothole and geotechnical exploation locations
- The Consultant shall process the field data collected and add it to the base map provided by Owner. The Consultant shall perform a CADD Audit prior to completing the base map.

The Consultant will locate existing, proposed ROW and TCE limits for each parcel in support of design and right of way negotiation activities.

Assumptions:

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- Survey control for the project has been established by the Owner or the Owners consultant. The survey control is accurate and sufficient for design and construction needs meeting all requirements and specifications as outlined by the WSDOT Survey and Right of Way Manuals.
- Basemap provided by owner is accurate and sufficient for design needs meeting all requirements and specifications as outlined by the WSDOT Survey and Right of Way Manuals
- Incomplete or inaccurate nature of the Basemap will require additional work beyond this scope of services.
- The City will provide irrigation as-builts and work with the Consultant to locate irrigation lines in the field.

30% Design Deliverables

- One (1) as-built review
- Four (4) site visits (Utilities, Traffic, Roadway, Stormwater)
- One (1) list of additional survey data features required
- Two (2) stormwater planning meetings
- One (1) stormwater planning memo
 - One (1) electronic copy of the revised project basemap
- One (1) CADD Audit
 - One (1) early construction cost estimate
 - One (1) Illumination Analysis Memo in PDF
 - One (1) electronic copy of the 30% Plan Review Submittal Package
 - One (1) electronic copy of the response to City Comments
 - One (1) Comment Response Meeting

DES.2.2 60% Design

The 60% design phase will confirm work zone strategies and constructability assumptions. The Consultant will create a 3D model of each intersection, curb ramps, and driveways and prepare pavement marking and signing plans. The Consultant will layout placement of decorative poles, signal and push button equipment, transit stops, and pedestrian ramp crossings are compatible with ADA guidelines.

DES.2.2.1 60% Roadway Design, Quantities, and Draft Specifications

The Consultant will prepare the contract plans according to City standards and policies. The plans will include, but are not limited to, the following minimum design elements. The plans sheets included in the 60% submittal package are shown in *Table 1: Plan Sheet Delivery Summary* below.

<u>General Plans:</u> Develop general sheets including a cover sheet, vicinity map, abbreviations, existing legend, index sheet for the design plans. The list of plan sheet titles in the index shall be an exact match of the titles as they appear on the plan sheets.

<u>Typical Roadway Sections:</u> The representative roadway sections that depict where paving improvements are planned and what depth and type of material will be installed. This will include dimensioning the roadway station limits, roadway widths, curbing, sidewalks, bicycle facilities, trails and traffic lanes.

Alignment/Site Preparation Plans: Drawings for site preparation plans for general roadway construction and removal of existing bus stops and existing sign poles, including details as needed. These sheets shall define the demolition activities, including items to be abandoned, salvaged, recycled, or removed, and identify facilities that need to be protected during construction. Site Prep plans shall include surface feature items, such as pavements by type, sidewalk, curbs, walls, building structures and foundations, existing sign poles, and miscellaneous structures. Sign and sign pole removals includes removal of existing sign poles along the roadway (regulatory, warning, wayfinding, bus stops, and city signage) as well as business signs that are impacted by the new project footprint. Demolition required for utilities, drainage features, signing, striping, signalization, and illumination shall not be included in these drawings and shall be shown on the relevant discipline drawings.

Right of Way Plans: Drawings that show the existing survey control, right of way and project alignments. The existing right of way centerline will be depicted, the existing monuments that are being tied into, and station equations at the intersections with existing centerlines on cross-streets. Existing and proposed right of way will be shown in table and plan format. Details including ownership, areas and existing and proposed easements will be shown on the plans.

<u>Drainage Plans, Profiles and Details:</u> Drawings developed to incorporate the stormwater management approach. Plans will address the minimum requirements for roadway projects for on-site stormwater management (flow control BMPs) and water quality treatment. The design shall include removals, lines to be abandoned, relocations and new lines. The plans will also indicate drainage layouts of inlets, conveyance, flow control, and water quality, and on-site stormwater management. Pipe profiles will be designed in Autodesk Civil 3D Pipe networks software. Profile sheets will reflect the design as shown on the plan sheets.

<u>TESC Plans:</u> TESC drawings showing proposed on-site stormwater management practices and off-site protection (if needed). Develop TESC General Notes sheet and TESC Details sheet to identify applicable details and best management practices (BMP). TESC plans are only included for areas where pavement disturbance or excavation occur; additional TESC measures beyond the limit of disturbance will be addressed with notes.

<u>Paving Plans and Details:</u> Drawings for general roadway construction including modifying the street cross-section through curb and sidewalk reconstruction, paving, sidewalk repair, and in-fill. Drawings detailing the design for general roadway construction where additional information is necessary at a scale not shown in the paving plans.

Signing and Pavement Marking Plans: Drawings showing planned lane configurations where altered by improvements. Plans shall notate lane widths, allowed turning movements, and restricted use lanes. The plans will also include existing and proposed signs and sign schedules. Update/advance the draft existing Sign Inventory from 30% design.

<u>Curb Ramp Plans and Details:</u> Drawings showing detailed curb ramp design layouts. Plans shall be detailed with grading elevations and dimensions to meet ADA guidelines. Existing restrictions that prohibit meeting full ADA guidelines will be noted within a Maximum Extent Feasible Report.

- <u>Driveway Profiles and details:</u> Drawings showing detailed plan and profile design and grading of proposed driveways and how the driveway matches into existing conditions while meeting city standards.
- 45 <u>Traffic Signal Plans (ITS, Signal Equipment Locations and Placement, Detectors, PPB,</u>
 46 <u>etc.):</u> Drawings including planned signal phasing, location of new or relocated signal poles

- 1 including a dimensionally accurate foundation footprint, and location of other signal
- 2 equipment required, TSP components, and turning restrictions.
- 3 <u>Illumination Plans:</u> Drawings showing existing illumination equipment to remain, equipment
- to be removed, and all proposed equipment including poles, conduit and junction boxes for permanent condition.
- Retaining Wall Plan, Profile, and Details: Drawings showing extents of wall in plan and elevation, and limits of barrier/railing.
- 8 <u>Construction Signing and Traffic Control Plans:</u> Drawings showing work zone traffic control, including construction phasing and sequencing.
- Landscaping Plan and Details and Irrigation Plans: Drawings showing planting plans to show tree locations and plant massing versus lawn seed or sod areas. Including areas of accent planting or landscape improvements. Irrigation drawing showing system points of connection, layout of mainline and distribution details including irrigation equipment.
- Transit Station Plans: Drawings to provide geometric layout, existing surface utilities, station kit of parts, footings, illumination, and shelter overhangs. Critical dimensions, abutting improvements to integrate the platform into the existing terrain, and grading information to be provided.
- The Consultant will address any comments and prepare final Intersection Plan and Pedestrian Crossing Closure memo for approval.
- 20 Preparing design quantities for quarterly estimate review and 60% milestone.
- 21 The Consultant will prepare a Run-list and compile City of Wenatchee General Special
- 22 Provisions, APWA General Special Provisions, WSDOT General Special Provisions, and Project
- 23 Specific Provisions utilizing WSDOT's "PS&E Word Program". The Consultant shall develop
- 24 Project Specific Provisions as needed for the project. The final Contract Specifications will
- reference the 2026 Standard Specifications for Road, Bridge, and Municipal Construction.
- The City will provide the Consultant with the City's General Special Provisions and Front End Documents.

DES.2.2.2 Stormwater Design and Draft Hydraulics Report

Prior to initiating 60% design, the Consultant will coordinate with WSDOT Local Programs/Headquarters to confirm ESA policy direction to ensure the 60% stormwater design is aligned. Based on the findings from the geotechnical subsurface explorations, the Consultant will confirm feasibility of proposed infiltration locations. The Consultant shall follow Ecology's current Stormwater Management Manual for Eastern Washington (SWMMEW) for determining thresholds for treatment and flow control with approximate sizing and placement within the project area. The 60% stormwater plan set will show proposed facility sizes and locations as well as conveyance design. A draft Hydraulic Report will be provided that shows the existing and proposed drainage conditions and delineated pervious and impervious areas.BMP selection will prioritize those that treat targeted pollutants and meet flow control requirements. Stormwater modeling using StormSHED3 and WSDOT design documentation templates, or approved equivalent, shall be used for initial detention/flow control/treatment sizing. One site visit with two engineers, will be required for an existing drainage assessment and analyze offsite impacts from the proposed drainage design.

DES.2.2.3 Signal, ITS, and Illumination Design

The Consultant will begin temporary and final signal design for the transit queue jump operation with a new, transit-only signal phase with dedicated transit head and detection. The Consultant

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will work with the City to select a transit-specific signal head or a programmable, louvered redyellow-green signal head visible for the bus queue jump stop location. The existing signals at Horse Lake Road and Maiden Lane on N Wenatchee Avenue will be designed to accommodate channelization changes, pedestrian signals and pushbuttons for new curb ramps and crosswalks, and signal phasing changes with transit treatments and U-turns. A temporary signal will be designed for Maiden Lane. The new, mid-block signal between Maiden Lane and Hawley Street on N Wenatchee Avenue will provide adequate space and duration for U-turn movements and pedestrian crossing near Harbor Freight and coordinate any new services. The Consultant will use fiber to interconnect the new signal to the signal system, enabling it to operate in actuated-coordinated mode and synchronize with the established signals without adding unnecessary stops to traffic flow. The Consultant will design the new signal for full actuation capability during light traffic hours or late nights, if needed, to minimize pedestrian delay. The 60% signal, ITS, and illumination plans will include:

- Design of three permanent signals (Horse Lake Road, Maiden Lane, and Mid-Block Crossing) and one temporary signal (Maiden Lane) on N Wenatchee Avenue showing signal phasing, signal equipment placement including cabinet, service cabinet, signal poles and mast arms, signal heads, pedestrian signal heads, PPBs, conduits, junction boxes, wiring schedule, detection layout, and pole schedule.
- Updated illumination analysis based on any comments received at 30% submittal. The 60% illumination design will provide luminaire pole locations, junction boxes, wiring, pole and luminaire schedule, service cabinets and service connections for the Phase 1A project.
- ITS design will provide fiber communication plans for N Wenatchee Ave to interconnect signals between Mission Street and Horse Lake Road using existing conduits. The ITS plan will also include fiber one-line schematic showing end terminations with pre-terminated patch panels at signal cabinets.
- Design calculations of electrical service load, pole load, and junction box and conduit fill capacity check for both signal and illumination design.

The Consultant will prepare design quantities for quarterly estimate review and 60% milestone.

The Consultant shall develop Project Specific Provisions as needed for the project. The final Contract Specifications will reference the 2026 Standard Specifications for Road, Bridge, and Municipal Construction.

DES.2.2.4 Geotechnical Investigation, Analysis and Recommendation

Geotechnical engineering services are needed to support development of contract documents for the construction of retaining walls, utilities, stormwater infrastructure, signal pole foundations, and other road improvements associated with the project. Geotechnical services include:

Geotechnical Borings: The Consultant shall conduct a series of up to 15 geotechnical borings along the corridor in support of retaining wall design, signal pole design, luminaire foundation design and infiltration potential screening. Geotechnical subsurface explorations task will require traffic control and include developing the traffic control plans required. The City will coordinate and provide any required right-of-way or street use permits. The Consultant will develop boring logs summarizing the observed subsurface conditions and perform laboratory testing for select samples to evaluate relevant physical properties of the subsurface soils. Laboratory testing would include general soil characterization and index testing such as moisture content, grain size distribution, and Atterberg Limits.

Monitoring Wells: Groundwater monitoring wells will be installed at 2 borings along the corridor to monitor groundwater fluctuations. The location of the wells will be determined in the field based on observed soil and groundwater conditions at the time of drilling. The

Consultant assumes that one monitoring well will be installed at each of the locations requiring roadway widening work. Data logging transducers will be installed in the wells to measure water levels over time. The water level information will be collected quarterly over 12 months and will be used in developing recommendations for infiltration and retaining wall design.

Geotechnical Analysis: Based on the findings from the geotechnical subsurface explorations, The Consultant will generate estimates of the soil strength and other properties to evaluate the effects the subsurface conditions will have on the proposed improvements. Based on the soils encountered along the alignment, the Consultant will update the Site Class previously assumed for seismic design in the preliminary engineering phase. The design spectral acceleration parameters will then be selected in accordance with the AASHTO Guide Specification for Seismic Design of Bridges (2011) and updates to the methods to develop site parameters provided in the WSDOT Bridge Design Manual.

Retaining Wall Design Recommendations: The Consultant will evaluate the data derived from geotechnical subsurface explorations and provide recommendations for the proposed retaining walls. Design for retaining walls will include evaluation of wall type alternatives and provide recommendations regarding typical conditions in which the various wall types would be considered suitable. The Consultant assumes that retaining walls along the corridor will be based on the recommendations provided and are designed for internal stability by the contractor or consist of cast-in-place concrete walls. For these walls, The Consultant will evaluate global stability and provide recommended soil input parameters to be include in the project specifications and/or provide design parameters for earth pressures, bearing capacity, and resistance to sliding.

<u>Signal Pole and Luminaire Foundation Design and Recommendations:</u> The Consultant will evaluate the data derived from geotechnical subsurface explorations to complete geotechnical engineering analyses to provide standard signal pole and luminaire foundation recommendations for the signalization improvements. The Consultant assumes that signalization improvements and luminaire foundations will be designed based on WSDOT or local agency standard plans and procedures.

<u>Infiltration Screening Analyses and Recommendation:</u> The Consultant will conduct grain size analysis screening of the near surface soils to determine the potential for use of onsite infiltration as a method of storm water management for the project. If this screening results in identifying areas with potential for onsite infiltration, additional infiltration testing will be completed as additional scope and is not currently included in this contract.

<u>Construction Considerations</u>: The Consultant will review proposed walls and participate in discussions regarding constructability considerations for the various wall types. Considerations will include but not be limited to, evaluating locations with adequate space to provide for temporary excavations for wall installation and locations where wall types that limit extents of temporary slopes are required and considerations for impacts to adjacent utilities.

<u>Geologic Hazard Evaluation</u>: The Consultant will review site conditions along the alignment and identify areas where improvements are proposed within areas that would classify as a geologic hazard area including, landslide hazard/steep slope areas, erosion hazard areas, and seismic hazards areas. Recommendations provided in other geotechnical tasks will address considerations for design and construction of elements located in geologic hazard

areas; however, reports for permitting of the improvements within geologic hazard areas are assumed to be provided in future phases of the project.

Geotechnical Data and Recommendations Reports: The Consultant will prepare a draft Geotechnical Data Report with all the data from the geotechnical explorations. The geotechnical data report will contain the results of the geotechnical subsurface explorations, groundwater monitoring, and will include a description of surface and subsurface conditions; a site plan showing exploration locations and other pertinent features; digitized boring logs; and laboratory test results.

The Consultant will prepare a draft and final Geotechnical Recommendations Report. The recommendations report will discuss geotechnical recommendations for each of the proposed improvements. Construction and earthwork recommendations will also be provided addressing subgrade preparation, excavation, trenching, shoring, cut and fill slopes, dewatering, fill placement and compaction, and site grading and drainage, as applicable to the project.

Draft reports will be prepared and submitted electronically to the City for review. Consolidated comments from the City's review will be addressed and incorporated into a final stamped report.

Geotech Assumptions: The scope of work assumes the following assumptions.

- This scope of work assumes non-hazardous subsurface conditions. The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and ground water (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or ground water are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to the Consultant.
- Geotechnical field explorations will be completed in a single mobilization over a period of 5 consecutive days, within a single continuous work week (Monday through Friday).
- All non-contaminated drilling spoils and related debris will be drummed on site and transported off site for disposal by the drilling subcontractor.
- All field explorations will be conducted between the hours of 8AM to 5PM. If night time operations are required or the work hour window is restricted to less than 8 hours per day (including mobilization and demobilization times), additional scope not included in this contract would be required to complete the planned field explorations.
- The Consultant shall provide full-time observation and logging of geotechnical explorations including soil classifications.
- All boreholes will be drilled using hollow stem or mud rotary drilling technique. SPT samples will be collected every 2.5 feet in top 10 feet below the ground surface and every five (5) feet thereafter. The boreholes will generally be advanced to depths up to 15 feet below the ground surface unless refusal as demonstrated by SPT blow counts is obtained at a shallower depth. The 2 monitoring wells will be advanced to a depth of up to 25 feet below ground surface unless encountering a shallower refusal. The explorations will be advanced deeper if soft/loose subsurface conditions are encountered at the planned termination depth depending on the type of design element being considered for that specific exploration.
- Temporary traffic control will be required for all geotechnical explorations. Generic

traffic control plans, such as those provided in the WSDOT Typical Traffic Control Plans (TCP) or the Manual on Uniform Traffic Control Devices (MUTCD) will be sufficient to support the explorations and to obtain required right-of-way or street use permits.

- No Environmental Site Assessment report or environmental permits will be required for the geotechnical explorations.
- Right of Entry needed to perform borings on adjacent properties will be provided and obtained by the City or other, if required.
- All required right-of-way and/or street use permits will be prepared and provided by the City at no cost to the Consultant.
- No Cultural Resources Monitoring will be required.
- Assumes identification and discussion of geologic hazards areas with recommendations related to work elements within geologic hazard areas can be provided in the Geotechnical Recommendations Report and no individual geologic hazard assessment reports will be needed for specific areas along the alignment.
- All geotechnical borings conducted through the pavement will be patched with quick drying cement, cold patch asphalt, or equivalent method required by the City. Saw cutting of the pavement or hot mix asphalt patches will not be required.
- The geotechnical exploration locations will be surveyed as part of Surveying, Data Collection, and Mapping task.
- The site soils will support standard plan pole and foundation design. If it is determined
 that special non-standard pole or foundation designs are required, it will be added by
 future amendment.
- Monitoring wells will be installed off of trafficked areas (if possible, within the right of way) and potentially require access agreements. Monitoring wells will be maintained throughout design or a maximum of 12 months, and abandoned by the contractor during construction. Data will be collected quarterly for a total of 4 site visits. Site visits for quarterly groundwater data collection will be completed by a local staff at a maximum of 3 hours per data collection event. Each visit for data collection will not require temporary traffic control. Troubleshooting of monitoring instrumentation is not included in the contract and would be included as additional scope if required.
- No shoring of existing facilities will be required.
- Pavement design calculations and report, and data collection to support pavement design will be completed by others. Samples for California Bearing Ratio (CBR) testing will not be collected during the geotechnical investigation. The geotechnical report will focus only on the providing data from the field investigation and recommendations for foundation and retaining wall design. The geotechnical reports will not include design of pavement or recommendations for subgrade strength to support pavement design.

DES.2.2.5 Landscaping

The Consultant will develop landscape architecture plans for the project improvements for corridor and station areas. Landscape plans will generally include landscape improvement, hardscape design, planting, and irrigation plans to support corridor design and pedestrian circulations. A conceptual landscape rendering reflecting the 60% design will be developed to convey the corridor design and for use in public engagement purposes. Landscape restoration at stations will generally be limited to areas disturbed by construction to meet and match existing conditions. The landscape plans will incorporate urban design elements and hardscape design to match with roadway improvement projects nearby for visual cohesion, and maximize areas of street tree planting to provide urban greening and shade. The landscape architect and

stormwater designer will coordinate the proposed stormwater treatment with landscape improvements where feasible. The plans will include typical design details, a plant palette and schedule of all plant materials including size, common name, species, and quantity. Landscaping Planting Memo will be prepared to document decisions made regarding planting palette and the stormwater landscaping approach. The landscape architect and roadway lead will complete sight distance triangles to ensure plant selections and locations meet design requirements. A tree removal memo will be developed to document tree impact within WSDOT ROW and to account for tree replacement ratio in project design.

Planting design will match with planting palettes from roadway improvement projects completed nearby and specify in construction contract that the landscaping contractor provides watering during plant establishment or until the irrigation system is complete. The landscape architect will confirm with the City irrigation requirements and availability.

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<u>Landscaping Assumptions</u>: The scope of work assumes the following assumptions.

- Planting design will include planting palettes from roadway improvement projects completed nearby.
- The City will provide any as-built and static water pressure information available for Rainbow Park irrigation system and maintenance staff will assist the design team in locating the existing irrigation system along North Wenatchee Avenue.
- This scope excludes restoration design of private irrigation systems outside of the ROW.
- Construction contract will require landscaping contractor shall restore all City-owned irrigation systems and provide watering and irrigation services until plants are established.

DES.2.2.6 Maintenance of Traffic

The Consultant shall develop work zone traffic control strategy, including construction phasing and sequencing North Wenatchee Avenue. The Consultant will conduct a tabletop exercise with the Owner's management team to brainstorm a range of strategies to construct the project. Bookends will be established for construction durations based on different strategies. A preferred traffic control plan will be identified that minimizes project cost, maintains business access and providing reasonable use for the public .

- The Maintenance of Traffic kick-off meeting will be held with City staff and other stakeholders as needed to discuss the project construction challenges and establish a dialog that will lead to agreement on traffic control parameters. A monthly meeting series should be assumed, plan for six meetings.
- The Consultant shall prepare a draft Traffic Management memo that discusses strategies to construct the project. Identification of staging areas, haul routes, and construction offices will be included.

DES 2.2.7 Structural Design

- Retaining Wall Drawings and structural engineering calculations for each wall site will include:
 - Strength analysis to determine size and spacing of reinforcement in concrete elements, size structural steel elements, size railing elements and design anchorage.
 - Detail drawings, scaled as necessary, showing sizes, dimensions, concrete cover, embedment requirements, etc. The following details are anticipated:
 - Begin and end of wall extents in plan view
 - Top and bottom of wall in elevation.

Limits of railing in elevation.

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- Proposed grade at face of wall.
 - Typical reinforcing in cross sections and partial elevations.
 - Railing and/or traffic barrier layout in partial elevation. Details of railing/barrier, including anchorage and splices in section.

DES.2.2.8 Draft Design Documentation

The Consultant shall complete the draft Design Documentation Checklist provided by WSDOT and the Design Documentation Package for Design Approval, including documentation of ADA ramp designs. Design Documentation Package will include the elements necessary to complete the Design Documentation Checklist and prepare the Design Documentation Package for Design Approval. The Consultant will also prepare a Summary of Design memo according to the LAG manual. This assumes there are no deviation(s) for (shoulders, lanes, slopes, etc.) required for inclusion in the design documentation package.

- The Consultant will prepare the draft intersection plan and draft pedestrian crossing closure memo submittal and incorporate any design changes since the 30% submittal.
- The Consultant shall evaluate all intersection ADA ramp locations for compliance and prepare design level ADA Measurement Forms for each location. The Consultant shall prepare Maximum Extent Feasible (MEF) documentation for ADA facilities that will not be able to meet ADA requirements. If needed, all non-compliant ADA ramps will be documented on one MEF for the entire project. The Consultant will design up to 20 ADA curb ramp locations (some quadrants have more than one ramp) to be evaluated.
- There are 2 intersections where the project proposes to close a pedestrian crosswalk. This will be documented in the projects Pedestrian Crossing Closure Memo.
- All coordination with WSDOT Headquarters (i.e. ASDE, ADA Office) shall be through the City Project Manager.

60% Design Deliverables

- One (1) electronic copy 60% plans, specs, and estimate
- One (1) electronic copy of responses to City comments on 60% plans, specs, and estimate.
- One (1) Draft Hydraulics Report
- One (1) Illumination Analysis Memo in PDF
- One (1) Signal and Illumination Design Calculations
 - One (1) Geotechnical Site investigation Plan
 - One (1) Draft Geotechnical Data Report
 - One (1) Draft Geotechnical Recommendation Report
- One (1) Landscaping Planting Memo
 - One (1) electronic copy of the Design Documentation Package and Design Approval
 - One (1) draft Summary of Design Memo
- One (1) draft Intersection Plan and draft Pedestrian Crossing Closure memo
- One (1) ADA Measurement Form for up to twenty (20) ramp locations
- One (1) Maximum Extent Feasible Worksheets
 - One (1) draft Maximum Extent Feasible Document for approval
- One (1) Draft Traffic Management memo
 - One (1) Comment Response Meeting

DES.2.3 90% Design

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DES.2.3.1 90% Roadway Design, Quantities, and Final Specifications

- 3 This phase presents a mock-up of the final contract documents. The Consultant will finalize 4 design details for ADA ramps, driveway approaches, signal pedestrian push button locations, 5 audible warning systems, and count-down timers to meet current ADA requirements. The 6 Consultant will prepare a design approval package compliant with the Local Agency Guidelines 7 manual, including traffic data, pavement design criteria, NEPA, ROW, and cost estimate 8 elements. For city streets, the Consultant will prepare a design checklist for the City's review 9 and approval using the City's template. The 90% package will be reviewed for completeness 10 and accuracy. During this phase, the Consultant's environmental team will finalize any permits, 11 and they will be included in the specifications. The Consultant will confirm utility relocations are 12 complete. Any design adjustments required, as a result of right of way negotiations, will be 13 incorporated into the 90% design.
- The Consultant will incorporate 60% review comments and finalizing the plan sheets in preparation for the 90% Review meeting. The plans sheets will be routed for QC review along with the contract specifications and estimate. The plans sheets included in the 90% submittal package are shown in *Table 1: Plan Sheet Delivery Summary* below.
- 18 Preparing design quantities for quarterly estimate review and 90% milestone.
- The Consultant will provide an updated Run-list and compile City of Wenatchee General Special Provisions, APWA General Special Provisions, WSDOT General Special Provisions for the 90% submittal package.

DES.2.3.2 Stormwater Design and Final Hydraulics Report

Following the 60% stormwater design with stakeholder approval, but prior to initiating 90% design, the Consultant will coordinate with WSDOT Local Programs to confirm ESA policy direction to ensure work on the 90% stormwater design is aligned. The 90% stormwater design shall continue implementing the design requirements outlined in the current SWMMEW and utilization of WSDOT design documentation templates. Stormwater plans, profiles and details will be included into the 90% contract plan set and specifications. A Final Hydraulic Report will be provided that shows the existing and proposed drainage conditions, the proposed BMPs and incorporation of geotechnical findings and other discipline considerations. Stormwater modelling using StormSHED3 and WSDOT design documentation templates, or approved equivalent, shall be used for detention/flow control/treatment sizing, pipe sizing, inlet capacity, and gutter sizing calculations.

DES.2.3.3 Signal, ITS, and Illumination Design

Concord will incorporate 60% review comments and finalizing the signal, ITS, and illumination plan sheets in preparation for the 90% package. The 90% design will include:

- Design of three permanent signals (Horse Lake Road, Maiden Lane, and Mid-Block Crossing) and one temporary signal (Maiden Lane) on N Wenatchee Avenue showing signal phasing, signal equipment placement including cabinet, service cabinet, signal poles and mast arms, signal heads, pedestrian signal heads, PPBs, conduits, junction boxes, wiring schedule, detection layout, and pole schedule, field wiring terminations, cabinet wiring terminations and any special mounting details.
- Illumination design will provide luminaire pole locations, junction boxes, wiring schedule, pole and luminaire schedule, service cabinets and service connections, service schedule, service one line schematic for the Phase 1A project.
- Updated ITS plans and schematics addressing 60% comments.

Updated design calculations.

DES.2.3.4 Wall and Foundation Design, Geotechnical Report

<u>Signal Pole and Luminaire Pole Foundation Design:</u> The Consultant assumes that signalization improvements and luminaire foundations will be designed based on WSDOT or local agency standard plans and procedures.

Geotechnical Data and Recommendations Reports: The Consultant will prepare a final Geotechnical Data Report and Geotechnical Recommendations Report, addressing any comments from the City.

DES.2.3.5 Landscaping

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The Consultant will incorporate the 60% review comments and advance the 90% design landscaping plans for the site. The scope for this subtask includes:

- Landscape plans to show urban design elements, hardscape patterns, tree locations, shrub layout and groundcover massing versus reinforced lawn, lawn seed or sod areas in the assigned planting beds, landscape strips, road medians, and other landscape restoration areas at the project site.
- The Consultant will finalize the irrigation system that is required to maintain the landscaping design.
- Coordinate with drainage team to confirm compliance with stormwater requirement and provide landscape improvements where feasible.
- Coordinate with design team to ensure compatibility with pedestrian and vehicular circulations, parking needs, and other standard setbacks and streetscape standards.
- Typical construction details to support planting and soil preparation, hardscape, and irrigation installation.
- Plant palette and schedule of all plant materials including size, common name, botanical name, spacing, and quantity. Sight distance triangles and overhead utilities clearance requirement shall be provided by the civil team to inform plant selections.

DES.2.3.6 Maintenance of Traffic

The Consultant will finalize the work zone / traffic control plans and specifications based on comments received at the 60% submittal, including construction phasing and sequencing North Wenatchee Avenue (SR 285).

DES 2.3.7 Structural Design

- The Consultant will revised and make any revisions to the Retaining Wall plans and details
- based on comments from the 60% submittal.
- Retaining Wall Design: The Consultant will finalize the plan, profile and typical section for each
- 35 retaining wall based on the geotechnical recommendations and final structural engineering
- 36 calculations. The plans will include details for integrating barrier or guardrail.

DES.2.3.8 Final Design Documentation

The Consultant will incorporate comments from the review of the Summary of Design and prepare the final design documentation package for the project file.

The Consultant will meet with City and WSDOT to clarify review comments from the intersection plan and pedestrian crossing memo, as necessary. Then the Consultant shall incorporate review comments into the intersection plan, sign and seal the plan, and resubmit to WSDOT for approval. The Consultant will submit the final pedestrian crossing closure memo to WSDOT 1 NCR traffic office for region approval.

90% Design Deliverables

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- One (1) electronic copy 90% plans, specs, and estimate
- One (1) electronic copy of responses to City comments on 90% plans, specs, and estimate.
- One (1) Final Hydraulics Report
- One (1) Final Illumination Analysis Memo in PDF
- One (1) Updated Signal and Illumination Design Calculations
- One (1) Final Geotechnical Data Report
- One (1) Final Geotechnical Recommendations Report
- One (1) Final Design Documentation Package
 - One (1) Final Summary of Design Memo
- One (1) Final Intersection Plan and draft Pedestrian Crossing Closure memo
 - One (1) final Maximum Extent Feasible Document for approval
 - One (1) final Traffic Management memo
 - One (1) Comment Response Meeting

DES.2.4 100% Ad-Ready Submittal and Project Closeout

DES.2.4.1 Bid Documents and Bid Forms

The Consultant shall incorporate comments received from the 90% Review meeting and finalize the Plans, Specifications and Estimate. The final bid documents and bid forms will address comments from the 90% review, incorporate permits into the special provisions, and prepare a final estimate for advertisement in the City's online plan room. The Consultant shall provide the City with a signed and stamped Ad-ready bid package. The Consultant will submit all project files, including all CADD files, following Award of the project.

The final bid document package will include the following stamped and signed plan sheets listed in *Table 1: Plan Sheet Delivery Summary* for project advertisement.

Table 1: Plan Sheet Delivery Summary

Sheet Name	Number of Sheets	30	60	90	100
Index Sheet/Vicinity Map	1	1	1	1	1
Roadway Typical Sections	2	2	2	2	2
Alignment/Site Preparation Plans	4	4	4	4	4
Right of Way Plans	4	4	4	4	4
Drainage Plans and Details	6		4	6	6
Utility Plans and Details	2		2	2	2
TESC Plans and Details	3		2	3	3
Paving Plans and Details	5	4	5	5	5
Pavement Marking Plans and Signing and Details	7	4	7	7	7
Parking Lot Plans	4		4	4	4
Driveway Design and Details	4		3	4	4

Curb Ramp Design and Details	6	4	5	6	6
Traffic Signal Plans (ITS, Signal Equipment Locations and Placement, Detectors, PPB, etc.)	6		4	6	6
Illumination Plans and Details	4		3	4	4
Retaining Wall Plan, Profile and Details	4	2	3	4	4
Traffic Control Plans	9		9	9	9
Landscaping Plans and Details	6		4	6	6
Irrigation Plans and Details	6		4	6	6
Transit Shelter and Misc. Details	2			2	2
Total	85	25	70	85	85

DES.2.4.2 Project File

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- The Consultant shall assemble printed copies of all project documentation (including final cost estimate back up) into the Project File. In addition, the Consultant shall provide all CADD, Excel,
- 4 and Word files, in editable electronic format.

DES.2.4.3 Project Closeout

The Consultant shall work with the City to close out the project, provide a final invoice.

Ad-Ready Submittal and Project Closeout Deliverables

- One (1) electronic copy stamped and signed plans.
- One (1) electronic copy of specs, estimate, and bid forms
- One (1) electronic copy of responses to City comments on 100% plans, specs, and estimate.
- One (1) electronic copy of project file

DES.2.5 Utilities

The Consultant will coordinate and review utility relocations for utility conflicts within the project limits

DES.2.5.1 Existing Utility Plan and Possible Impact Matrix:

The Consultant will request utility records from existing utility owners and review existing utility locations for the purposes of early identification of utility conflicts. The Consultant will review available utility information (including agency comprehensive plans, capital improvement programs, GIS data, agreements, memorandum of understandings, and other records to identify prior rights) describing the location and size of existing and planned facilities. The Consultant team will submit an 811 One Call design ticket for the project limits in order to research existing utilities that may be present. The Consultant will document all utilities that are able to be toned. The utility records research will include the following:

- The Consultant will request, obtain, and review record drawing(s) and/or easement documentation(s) from all utility owners in order to plan efficient field operations.
- Existing utility investigations will be performed on tone-able utilities, which are typically utilities that are conductive or internally accessible with a traceable fish tape or sonde.

- Communication vaults can be investigated from above ground. The Consultant will not enter buried power vaults or manholes.
- Radio detection equipment will be used to investigate non-conductive lines where site
 conditions are suitable. A ground surface power sweep mode, searching technique, will
 be performed by the radio detection equipment to attempt determination or presence of
 any undocumented existing utilities.
- Utilizing the APWA color code scheme, a temporary non-water-based paint, and/or flags, will be used on all surface markings.
- The Consultant will survey all designated utilities, and the survey will be in the coordinates system of the project.
- The Consultant will create a CAD .dxf file of subsurface utilities findings in Grid. Per ASCE 38-02 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, data will be shown for horizontal coordinates only.
- Survey data will be used to draft the existing utility facility layout in CAD format showing utility type, quality levels, and line sizes.
- Utilities which cannot be designated using frequency and toning equipment will be
 documented in the CAD file, and utility line representation will be as best interpreted
 from the condition, quality, and level of detail obtained from any available record
 drawings. These utilities will have a unique line style and symbology in the deliverable.
 Utilities that are within the project footprint will be potholed for verification of location
 and depth.
- Utility conflict determination prior to utility survey will be based on utilities identified on available record data, as-builts, and GIS information

The Consultant will review the information received from Utility companies and cross reference the existing utility basemap to verify if there is any missing data. The Consultant will update the basemap per the research, field visit, and verification tasks completed. Key utility owners include: City of Wenatchee/WSDOT, Chelan County PUD Water, Chelan County PUD Power, Charter, and Ziply.

DES.2.5.1 Existing Utility Plan and Possible Impact Assumptions

- One (1) 90-minute in-person Utility kickoff meeting, attended by up to two (2) Consultant staff.
- Assumes two (2) Consultant staff will perform up to two (2) project site visit(s).
- Assumes one trip during a single week for the Surveyor to collect existing utility locate marks.
- Assumes up to forty (40) hours each for two (2) Consultants for reviewing existing utilities and developing baseline impact matrix.

DES.2.5.2 Utility Coordination

The Consultant will coordinate subsurface utility investigations, and will provide the following:

• The Consultant will perform utility coordination with impacted utility owners throughout the project site. The anticipated utilities include, but are not limited to, electric power (transmission and distribution), municipal water, sanitary sewer, natural gas, petroleum, public agency telecommunications, and commercial telecommunications.

DES.2.5.2 Utility Coordination Assumptions

- Assumes up to twenty (20) bi-weekly meetings for utility coordination. Two (2) Consultants will attend each meeting.
- Assumes virtual meetings.
- Assumes one half hour per meeting for agenda and meeting notes.

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DES.2.5.3 Utility Potholing and Field Verification

The Consultant will pothole existing utilities at up to twenty (20) locations within the project limits, to verify critical utility infrastructure that is identified to be in probable conflict with the project design elements. The Consultant will provide reporting on utility pothole results including type, size, location, depth, etc. for each location potholed.

DES.2.5.3 Utility Potholing and Field Verification Assumptions

- Assumes the Consultant to prepare a pothole plan and meet the potholing vendor in the field
- Assumes up to twenty (20) utility pothole verifications
- Assumes pothole(s) to a max depth of 10 ft.
- Assumes up to 90 minutes per pothole.

DES.2.5.4 Utility Design Review

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The Consultant will review utility design(s) provided by the various utility owners to verify conformance with project limits and design conflict resolution. Consultant design Cad and PDF files will be provided to the Utility Company(ies) in Washington State Plane.

DES.2.5.4 Utility Design Review Assumptions

- Assumes Consultant will perform review of Draft and Final Design from up to five (5) utility owners.
- Assumes up to ten (10) hours of review for each design submittal, for a total of one hundred (100) hours.

DES.2.5.5 Utility Relocation

The Consultant will coordinate with existing utility owners to identify and address utility conflicts, and review utility company-provided relocation packages for consistency with our design. Utility coordination will initiate with an in-person kick-off meeting and continue with coordination meetings with utility company designers thru approved relocation documents.

The Consultant will review and provide comments on Utility Relocation Agreements, with support from the Owner as follows:

- Development of scoping information for utility relocation agreements and utility contracts.
- Review scheduling for utility relocation work by the utility owner's contractor(s) as well as the work effort by the third party(ies) involved.
- Review and comment on utility-provided agreements for review by Owner and review/negotiate with utilities.
- Identify potential temporary construction easement or right of way need for utilities and/or utility relocations.

The above will primarily be performed and administered by the Consultant, with support by the Owner.

DES.2.5.5 Utility Relocation Assumptions

- The City will provide any existing franchise agreements between the City and the Utility company.
- The City will provide the Consultant with any real property rights and documentation related to non-franchise Utility companies.
- The Consultant will prepare and execute up to three (3) Memorandum of Understanding for Utility companies.

- Includes review and comment on draft and final utility packages and agreements for up to five (5) utility owners.
 - The Owner will be responsible for negotiations and execution of utility agreements with Chelan County PUD, WSDOT and Ziply.
 - The Consultant will review and support the Owner with the agreement with Charter.
 - The Consultant will prepare up to three (4) a City Utility permit, if necessary, for review and comment by the Owner
 - Utilities shall be relocated prior to project construction, no utility relocation plans will be included in the bid documents.
 - Assumes no site visits are needed for setting up agreements and scheduling the relocation work with the utility company.
 - The City will inspect all Utility Relocations in the field.

Utility Deliverables

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- One (1) kickoff meeting with the City Agenda and Minutes
- One (1) kickoff meeting with the Utility Companies Agenda and Minutes
- One (1) Existing Utility Plan Matrix
- Up to Twenty (20) Utility Pothole(s) Report(s)
 - Review up to five (5) utility design, schedule, and estimate (if applicable) for Relocation
 - Prepare of up to three (3) utility MOUs and four (4) Utility Permits
 - Up to Twenty (20) Utility Coordination Meeting Agenda(s) and Minutes

DES.2.6 Right of Way Basemap, ROW Plans, and TCEs

DES.2.6.1 Right of Way Plans

The Consultant's design team will determine necessary Right-of-Way that will be needed for constructing the Project, including temporary impacts. Consultant will evaluate existing ROW Basemap for completeness and compliance with WSDOT Survey and Right of Way Manuals. Based on Right of Way Basemap provided, ROW plans will be prepared at 30% delineating parcels to be acquired for each impacted private owner. ROW Plans will be prepared according to the WSDOT Right of Way Manual for compliance with the WSDOT Local Programs requirements. Once these proposed right of way plans are developed and reviewed by the City, the Consultant will share them with the Right of Way team.

Assumptions:

- Record of Survey has been completed by the Owner or the Owners survey consultant.
- Record of survey has been recorder with Washington Department of Natural Resources depicting the Right of Way resolution and survey monuments recovered.

DES.2.6.2 Temporary Construction Easements

- Consultant will prepare Temporary Construction Easement exhibits in accordance with WSDOT Right of Way Manual.
- 38 Assumptions:
 - Up to five (5) Temporary Construction Easements.
 - Additional TCEs will be completed as part of a future amendment.

41 ROW Basemap, Plans, and TCEs Deliverables

- One (1) Right of Way Basemap
- One (1) Right of Way Plan
- Up to Five (5) Temporary Construction Eastments

DES.2.7 Stakeholder & Public Outreach

DES.2.7.1 Stakeholder and Public Engagement Plans

- 3 Collaborate with the Owner in developing a Public Engagement Plan to outline tools, tactics,
- 4 messaging, and timing for outreach and engagement activities throughout the project. The
- 5 Public Engagement Plan is anticipated to include an overall engagement approach, as well as
- 6 project key messages and a stakeholder and audience analysis.
- 7 The Public Engagement Plan will also include branding guidelines to give consistent visual and design standards for project materials.

DES.2.7.1 Deliverables

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- Develop one (1) draft and one (1) final Stakeholder and Public Engagement Plan, including project key messages and a project audience and stakeholder analysis.
- Develop one (1) draft and one (1) final set of project talking points to support the Public Engagement Plan.

DES.2.7.2 Coordination with partner agencies and the public

- Coordination with the Owner to develop, plan, schedule, and support briefings and events with partner agencies, community groups, and the public to support design development and ensure coordination and understanding where needed throughout the project. Convene Utility providers to collaborate on design elements as related to existing utilities that existing along the corridor. Develop short, collaborative polls to help solicit and capture feedback on corridor design from transit users and the freight industry.
- Plan and develop an in-person and an online open house to share progress on work and gather design feedback from partners and members of the public.

DES.2.7.2 Deliverables

- Develop up to six (6) collaborative polls to gather feedback from transit users and the freight industry to support project development.
- Develop content for up to six (6) quarterly updates to WSDOT to support their understanding of project development and support the environmental review process.
- Develop and support up to ten (10) presentations to partner agencies and stakeholder, community, and business groups (including identification of groups, scheduling briefing times, and summarizing conversations, feedback, and outcomes)
- Plan, develop content and graphics for, and support a (1) project open house and accompanying online open house to support public comment needs associated with the environmental process.

DES.2.7.3 Coordination with Property and Business Owners

Coordination with the Owner to develop, plan, schedule, and support briefings and events with adjacent property and business owners to support design development and ensure coordination and understanding where needed throughout the project.

DES.2.7.3 Deliverables

 Develop and support up to ten (10) presentations to property and business owners (including scheduling briefing times, and summarizing conversations, feedback, and outcomes)

DES.2.7.4 Develop Public Information Materials and Graphics

2 Develop information materials, web content, and supporting graphics in coordination with the 3 Owner to support the project and the community engagement approach. Information materials 4 may include fact sheets, email updates, presentations, web content, online surveys, social 5 media content, and social media outreach support. Updates to information material content may 6 be needed at key project milestones and decision points. Project branding will follow Owner 7 standards. The project website will provide project updates and be hosted and maintained by 8 the Owner. Content for materials, website, emails/newsletters, social media, and other engagement materials will be updated at key project phases and decision and feedback points 9 10 in the design process (up to three (3) times).

It is assumed that project materials will be translated into Spanish.

DES.2.7.4 Deliverables

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- Develop up to three (3) draft and final versions of project fact sheets.
- Develop up to three (3) draft and final slide decks.
- Develop up to three (3) draft and final project frequently asked questions.
- Develop one (1) initial round of content for a project webpage (to be hosted and maintained by the Owner), and develop up to three (3) sets of comprehensive web content updates to be implemented at key project milestones.
- Develop content for up to six (6) email updates for project partners and the public.
- Develop content and questions for up to two (2) project surveys to capture general feedback on project development.
- Develop content for up to six (6) social media posts to support engagement and outreach, to be distributed by the Owner through existing channels.
- Support for translation of written project materials into Spanish.
- Final native design files of all outreach materials.

DES.2.7.5 Comment Tracking

Collaborate with the Owner to track project contacts as well as their comments, responses, and engagement participation throughout the course of the project. Assist in preparing and managing responses to public comments and questions, and record information on an ongoing basis, as communications are received and responded to.

DES.2.7.5 Deliverables

- Entry of data points (up to 100), including contacts and contact information, comments and communications, survey responses, and engagement from other activities.
- Ongoing development of responses (up to 30) to incoming questions and comments related to the project from the public, stakeholders, and corridor business and property owners.
- Final record of project contacts, comments, and responses.

DES.2.8 Cost Risk Estimating & Management

DES.2.8.1 Qualitative Risk Assessment

The Consultant will prepare and maintain a risk register, which will be updated every three months through the course of the Project. The risk register will include discipline, date, schedule or cost implications, mitigation strategies, and conclusions.

Cost Risk Estimating and Management Deliverables

One (1) Project Risk Register will be submitted prior to the project kick-off meeting.

Ten (10) Updates to the Risk Register

2 DES.2.9 Project Estimate Reviews (cost & schedule)

3 DES.2.9.1 Estimate Validation Review (10%)

- 4 Perform the work to validate the 10% cost estimate prepared and included in the North
- 5 Wenatchee Avenue (SR 285) Preliminary Engineering Summary Report North End
- 6 Projects Update. The estimate will be a living document that will be updated every milestone.

7 **DES.2.9.2 Estimate Review (30%)**

- 8 The Consultant shall prepare the Basis of Estimate in Excel format. We will submit a template
- 9 for use in developing the Basis of Estimate and Cost Estimate. The Consultant will prepare
- detailed item quantity backup and updated cost estimates at the 30%, 60%, 90%, and 100%
- 11 PS&E reviews. Items will be broken out in accordance with the Plans Preparation Manual. Item
- 12 quantity backup shall be in Excel format and will include all assumptions, equations, and how
- 13 the unit price was determined. The Consultant will prepare a comprehensive estimate and
- 14 backup for each bid item in the 30% plans.
- 15 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules
- for the Project, the Consultant has no control over cost or price of labor and materials; unknown
- 17 or latent conditions of existing equipment or structures that may affect operation or maintenance
- 18 costs; competitive bidding procedures and market conditions; time or quality of performance by
- 19 operating personnel or third parties; and other economic and operational factors that may
- 20 materially affect the ultimate Project cost or schedule. Therefore, the Consultant makes no
- 21 warranty that Owner's actual Project costs, financial aspects, economic feasibility, or schedules
- will not vary from the Consultant's opinions, analyses, projections, or estimates.
- 23 If Owner wishes greater assurance as to any element of Project cost, feasibility, or schedule,
- Owner will employ an independent cost estimator, contractor, or other appropriate advisor.

25 **DES.2.9.3 Estimate Review (60%)**

- 26 Prepare comprehensive estimate and backup for each bid item in the 60% plans.
- 27 Documentation for missing bid items and assumptions will be made.
- 28 **DES.2.9.4 Estimate Review (90%)**
- 29 Prepare comprehensive estimate and backup for each bid item in the 90% plans. Documentation
- for missing bid items and assumptions will be made.

31 **DES.2.9.5 Estimate Review (100%)**

- 32 Prepare comprehensive estimate and backup for each bid item in the 100% plans.
- Documentation for missing bid items and assumptions will be made.

Project Estimate Review Deliverables

- One (1) Project Estimate Validation (10% Estimate)
- Four (4) Estimate Updates (30%, 60%, 90%, and 100%)

37 3.0 ENVIRONMENTAL DOCUMENTATION AND PERMITTING

This Scope of Services includes preparation of environmental documentation and permitting for the project.

40 Environmental Documentation and Permitting Assumptions:

• This scope assumes that no unrecorded archaeological or historic sites will be identified within the project area.

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- No shovel test probes will be excavated unless intact soils are encountered.
 - No more than 10 Historic Property Inventory forms will be prepared.
 - The lead federal agency or its delegate will be responsible for consultation with DAHP, Tribes and other interested parties.
 - The CONSULTANT will define the preliminary Area of Potential Effects that closely resembles the Project Area for review by the lead federal agency.
 - The project will infiltrate 100% of new impervious surface or can be designed to meet the requirements of the National Marine Fisheries Service (NMFS) Programmatic Endangered Species Act (ESA) agreement. Section 7 ESA compliance for the U.S. Fish and Wildlife Service (USFWS) will be satisfied using a No Effect (NE) determination.
 - The project will not require formal or informal ESA consultation. The project will not require preparation of a Biological Evaluation (BE)/Biological Assessment (BA) report.
 - The project will not result in potentially significant impacts and WSDOT will not require an Environmental Assessment or Environmental Impact Statement.
 - WSDOT Local Programs will not require discipline reports other than those identified in this scope of services in support of the CE.
 - The project will not adversely affect the recreational use or value of Section 4(f) properties.
 - De minimis use is anticipated for the park property. Written concurrence of this determination will be provided by City Parks.
 - A Programmatic or full Section 4(f) Evaluation will not be required.
 - The project will not result in Section 4(f) use of properties eligible for the National Register of Historic Places.
 - Public notice requirements associated with the Section 4(f) documentation will be satisfied by the City.
 - The City will issue a SEPA Determination of Non-Significance (DNS) or Mitigated DNS.
 - Public notice requirements for SEPA and permits will be fulfilled by the City.
 - Grading, right-of-way, and other permits required by the City will be obtained by the City or the construction contractor.
 - The construction contractor will prepare the Stormwater Pollution Prevention Plan (SWPPP).
 - The project is not located within a floodplain; a floodplain development permit is not required.

EV.3.1 Environmental Documentation

36 This Scope of Services includes preparation of environmental documentation in compliance with 37 the State Environmental Policy Act (SEPA) and the National Environmental Policy Act (NEPA), 38 including Section 106 of the National Historic Preservation Act (NHPA) and Section 7 of the Endangered Species Act (ESA). State and local permits from the Washington State Department 39 40 of Ecology (Ecology) and the City of Wenatchee (City) will also be required and are included in this scope of work. The Scope of Services identifies this and other key assumptions that the 41 42 Consultant has relied upon in determining the Consultant's effort, fee, scope, and schedule for 43 the project. The Consultant and the City agree to renegotiate these terms in the event a key 44 assumption becomes invalid.

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EV.3.1.1 Section 106 Compliance

- 2 Section 106 compliance typically requires an archaeological/historic analysis of the site and
- adjacent land, and consultation with the State Historic Preservation Officer (SHPO) and Native
- 4 American tribes. Data will be collected from the City, County, and local agencies, and National
- and State Historic Registers will be reviewed. A cultural resources survey will be conducted to
- 6 identify potential archaeological and historical resources. A draft Cultural Resources
- Assessment will be prepared consistent with Washington Department of Archaeology and
- 8 Historic Preservation (DAHP) reporting standards, and will be submitted to the City for review.
- 9 A revised report will be submitted to the WSDOT Local Programs for review and submittal to
- 10 DAHP for their concurrence.

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EV.3.1.2 Section 7 ESA Compliance

- 12 The Consultant will draft the programmatic Project Notification Form (PNF), required maps and
- figures, and a copy of the IPaC list, for review by the City and WSDOT lead biologist. The
- 14 Consultant will submit the PNF and supporting documentation to WSDOT Local Programs for
- transmittal to NMFS with a copy to FHWA.
- 16 The Consultant shall review project maps and a description of proposed activities, and will
- 17 coordinate with project engineers to clarify the extent of the proposed project activities. The
- 18 Consultant shall research existing literature and scientific data to determine species distribution,
- 19 habitat requirements, and other pertinent biological requirements for the target species. The
- 20 Consultant shall prepare a NE assessment for USFWS using the WSDOT NE assessment
- 21 template, which is used for projects that result in a NE determination but require additional
- documentation and analysis to support the NE call. The NE assessment will satisfy USFS
- responsibilities under Section 7(c) of the ESA and document that the project will not have an
- 24 adverse effect on essential fish habitat. The NE assessment will be provided to the City and the
- 25 WSDOT lead biologist for one round of review.

EV.3.1.3 NEPA

- 27 The Federal Highway Administration (FHWA), through the Washington State Department of
- 28 Transportation (WSDOT) office of Local Programs will be the lead federal agency for NEPA
- compliance. The Consultant will prepare the NEPA Categorical Exclusion (CE) Documentation
- Form in accordance with the Local Programs NEPA Categorical Exclusions Guidebook for Local
- 31 Agencies (October 1, 2022). Supporting data and information will be utilized from aerial
- 32 photographs, site photographs, Geographic Information Systems (GIS) data, and the City's
- 33 Comprehensive Plan. The CE Form will include an appendix in the form of a memorandum to
- 34 address potential impacts to Environmental Justice populations. In support of the CE, the
- 35 Consultant will prepare Section 4(f) documentation for one recreational resource within the
- 36 project area: Rainbow Park. Included in this task is one (1) environmental kickoff meeting on-
- 37 site with the City, WSDOT Local Programs, and Consultant staff.

EV.3.1.4 SEPA

- 39 The Consultant will prepare a Draft State Environmental Policy Act (SEPA) Checklist for
- 40 submittal to the City for one round of review. A final SEPA Checklist will be submitted addressing
- 41 City comments.

42 **EV.3.2 Permits**

- 43 An NPDES Stormwater Construction General Permit will likely be required from Ecology for the
- 44 disturbance of over one acre during construction. The Consultant shall prepare the Notice of
- Intent (NOI) form and supporting documentation for submittal to Ecology, including plan sheets
- and associated notes and text. The City shall publish two public notices in a local newspaper,

- 1 consistent with the NPDES requirements. The Consultant shall prepare a Stormwater Pollution
- 2 Prevention Plan (SWPPP) in accordance with Ecology's Stormwater Management Manual for
- 3 Eastern Washington. Temporary Erosion and Sediment Control Plans will be utilized for the
- 4 drawing portion of the SWPPP.

EV.3.3 Stormwater

- 6 The stormwater design team will perform an early assessment to determine the feasibility of fully
- 7 infiltrating/dispersing all stormwater from the project area, which will be documented in a
- 8 stormwater planning memo. Early conversations with the City and WSDOT Local Programs will
- 9 be held to discuss ESA consultation and treatment options, and thresholds to address 6PPD-Q
- 10 mitigation.

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- 11 The stormwater planning memo and hydraulic report will be utilized to develop stormwater
- 12 related documentation associated with ESA consultation requirements. Early and continual
- 13 communication between the project team, City and WSDOT Local Programs will enable the
- 14 project to move forward with stormwater management decisions aligned with current 6PPD-Q
- understanding, removal efficiencies, and ESA expectations.

Environmental Documentation and Permitting Deliverables

- Draft Cultural Resources Inventory Report for City review
- Revised Draft Cultural Resources Inventory Report for WSDOT Local Programs review
- Final Cultural Resources Inventory Report for WSDOT and DAHP concurrence
- PNF for City review (pdf only)
- Revised PNF for WSDOT Local Programs review (pdf only)
- Final PNF (pdf only)
 - Draft NE Assessment for City review (pdf only)
- Revised NE Assessment for WSDOT Local Programs review (pdf only)
- Final NE Assessment (pdf only)
 - Draft CE for discussion purposes at NEPA kickoff meeting (hard copies only)
 - Revised Draft CE for WSDOT Local Programs review (1 hard copy, 1 pdf)
 - Final CE for approval and signature by the City, WSDOT Local Programs, and FHWA (1 hard copy)
 - One de minimis use form for City, WSDOT Local Programs and FHWA approval (1 hard copy, 1 pdf)
 - Draft SEPA Checklist for City review (pdf only)
 - Final SEPA Checklist (5 hard copies, 1 pdf)
- NPDES NOI Application
- TESC Plan

4.0 RIGHT OF WAY ACQUISITION AND APPRAISAL

- The Consultant will coordinate with the City to meet with property owners to discuss the
- project, the impacts to properties, property owners, property owners' business interests.
- Right of Way Acquisition and Appraisal Assumptions:
 - The Consultant is providing turn-key right of way services for the above-entitled project.
- The Consultant will be provided legal descriptions written by licensed surveyor for all property or property rights to be acquired.
- The City will provide any document templates it wishes to be used in the acquisition

1 process.

- The City's designated WSDOT approved program administrator will be the point of contact for right of way approval.
- All right of way activities will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), WSDOT LAG manual, and the City's WSDOT Approved ROW Procedures.
- It is assumed that the City requires property or property rights from up to sixteen (16) property owners, which includes temporary or permanent easements, deeds, or and conveyance documents where applicable.
- This fee proposal assumes that up to 16 parcels are included in the appraisal fees.
- It is assumed that the City will approve offer packages with no more than two (2) rounds of editing for each document template.
- It is assumed that no personal property, occupants, or entities will be displaced by the project and no relocation services will be required.
- The City will acquire and pay for title commitments or authorize Commonstreet to order and direct the title company to bill the City.
- The City will manage the escrow closing process.
- All offers will be made under imminent threat of the exercise of the City's authority to condemn in the manner required by the WSDOT LAG Manual.

RW.4.1 Early Engagement/Initial Property Owner Meetings

The Consultant will provide early engagement with property owners. These discussions will assist in early identification of property owner needs and concerns. The Consultant will document and identify mitigation strategies to present to property owners in follow up discussions. Commonstreet will meet with each property owner who elects to meet the appraiser during appraisal site inspection to listen to their concerns and explain the project impacts to their property.

RW.4.2 Right of Way Project Funding Request

The Consultant will prepare the ROW project funding estimate (PFE) for each impacted parcel per the ROW Plan approved by the City and WSDOT. The PFE will include costs for appraisals, review appraisals, AOS, ROW acquisition of land and improvements, damages, relocation assistance, title, escrow, legal costs, and other support costs. PFE tasks may include site visits, costs research, coordination with appraisal team and relocation specialist, and all other tasks required to complete estimate in compliance with WSDOT requirements.

RW.4.3 Title Report Review

The Consultant will review title reports. The preliminary title may include commitments, which include exceptions to title, legal descriptions, plat maps, and other exhibits for the impacted parcels will be obtained and reviewed. Commonstreet will perform desk review of these documents to verify ownership and identify easements or encumbrances to prepare the property for conveyance to City possession. Review of title reports for each parcel will include identifying each exception, identifying clearance items, recommending methods of clearance per City direction, and preparing exception report for review and approval by City. The Consultant's survey team will review up to 21 title commitments and update ROW plans with property lines and easements of record.

RW.4.4 Appraisals

The Consultant will coordinate tasks performed by appraisal vendors. CBRE will provide narrative appraisals for each impacted parcels and Pacific Appraisal Associates will review appraisals certificates to ensure they are suitable for the City's concurrence to set Just 1 Compensation as required by LAG manual. Determinations of Just Compensation will be provided to the City after review for quality review by Commonstreet.

RW.4.5 Legal Descriptions

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- The Consultant's survey team will generate up to 21 legal descriptions to support the right of way team. The Consultant's right of way team will review and include the legal description in
- 6 the right of way offer packages.

RW.4.6 Right of Way Offer Packages

8 After completing appraisals for each parcel and with the City approval of the amount of just 9 compensation for each acquisition, the Consultant will prepare ROW documents and offer letters 10 in accordance with requirements set forth by the WSDOT ROW Manual. The Consultant will 11 draft acquisition documents using City-approved forms before making any offers to owners. Appraisal findings will be integrated into offer packages. Packages may include the offer letter 12 13 with summary statement, purchase and sales agreement, conveyance documents, the "Property 14 Needs and You" brochure, ROW plan, and a copy of the valuation. Commonstreet will perform 15 Quality Assurance Program to confirm each offer package complies with local, state, and federal laws and regulations and with federal Uniform Relocation Assistance and Real Property 16 17 Acquisition Policies Act (URA) requirements. Once the City approves the packages, the team will submit them to WSDOT local agency coordinator, for concurrence to make the offers. 18

RW.4.7 Acquisition Negotiations and Settlements

The Consultant will provide negotiation services to acquire property interests from each of the property owners. The approved offer package will be delivered and presented to each property owner. The Consultant will assign a team member to negotiate in good faith with property owners or their appointed representatives for the purchase of property rights. They will give the property owner a detailed explanation of the property interest being acquired and the proposed design and construction details affecting the property. All aspects of the acquisition process will comply with WSDOT LAG Manual, RCW, and the URA. Encroachments will be cleared or cured to comply with federal and state requirements. Settlement Justification Memos will be provided to City justifying an administrative settlements. In addition, the Consultant will provide support to the City preparing any necessary condemnation ordinances.

RW.4.8 Right of Way Certification

The Consultant will prepare ROW certification document packages and submit confirmation that the City has secured real property interests and conducted ROW activities in accordance with WSDOT policies and procedures. The certification submittal will include all deeds, orders of possession, final orders of condemnation, access agreements, cooperative agreements, and temporary easements. The ROW Plan will be reviewed for correctness and consistency following the WSDOT review checklist. After submitting the certification documents, the Consultant will coordinate with the WSDOT local agency coordinator, to address any issues or concerns necessary achieve timely ROW certification.

Right of Way Acquisition and Appraisal Deliverables

- A real estate acquisition management plan for review and approval by the City.
- Title review summaries for up to 21 parcels requiring acquisition services.
- Appraisal or AOS documents completed by WSDOT-approved appraisers will be provided up to 16 parcels.
- Review Appraisal Certifications for up to 16 parcels completed by WSDOT-approved review appraiser for the Determination of Value/Just Compensation by the City's Program Administrator.

- Completed offer package templates for approval by the City.
- Proposed ROW and TCE staking for ROW negotiations for up to 16 parcels.
 - Acquisition services for up to 16 parcels needing property or property rights.
 - Offer packages for 16 parcels for approval by the City.
 - Presentation of offer package to property owners memorialized in signed acknowledgements or in diary entries.
 - Written diaries for each impacted parcel signed by the negotiating agent or the project manager.
 - Transmit signed documents to the City for all acquisitions amicably settled.
 - Administrative settlement memorandum where settlements made and approved by the City in excess of Just Compensation.
 - Condemnation packages for any acquisition not amicably settled with property owners for the 16 parcels.
 - Executed documents in the form of Real Property Vouchers sufficient for payments each
 of 16 Property Owners, Settlement Agreements, and Acknowledgement of not Paying
 Lenders where directed to do so by City.

17 5.0 PROCUREMENT PHASE

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18 ADVERTISEMENT AND AWARD

- 19 The Consultant will provide up to three (3) Response to Contractor Questions packages during
- the advertisement period. This includes up to 30 hours for Jacobs and 16 hours for Concord
- that support minor revisions to plans, specifications, or quantities.
- 22 Support services for Notice of Award and bid analysis and checking can be added to our Scope
- of Services as part of a future amendment.

24 CONSTRUCTION SERVICES

25 This Scope of Services will be complete as part of a future amendment.

City of Wenatchee North Wenatchee Avenue Hours Summary

Hours	urs by Firm Summary						Mult
Task	sk No. Task Description		Jacobs	CommonStreet	Concord Engineering	AAR	Total Hours
	rth Wenatchee Avenue		11,101	2,010	1,863	177	15,151
1.0	Project Management 1.1 Administration and Coordination		210	0	71	0 32	0 313
	1.2 Change Management		15	0	0	0	15
-	1.3 Quality Assurance and Control		28 40	0 88	0	0	28 128
-	Progress and Miscellaneous Meetings Project Initiation and Planning		408	00	134	20	562
	1.6 Project Management Plan (PMP)		6	0	0	0	6
-	1.7 Master Schedule		56 0	0	0	0	56 0
2.0	Design		0	0	0	0	0
-	2.1 30% Design		0	0	0	0	0
-	2.1.1 Roadway Design, Site Visit, Quantities 2.1.2 Stormwater Design, Planning, and Mitigation		556 264	0	100	0	656 264
	2.1.3 Surveying and Data Collection		76	0	22	0	98
-	2.2 60% Design		0	0	0	0	0
-	2.2.1 Roadway Design, Quantities, and Draft Specifications		896	0	50	0	946
-	2.2.2 Stormwater Design and Draft Hydraulics Report 2.2.3 Signal, ITS, and Illumination Design		536 8	0	0 662	0	536 670
-	2.2.4 Geotechnical Investigation and Recommendation		537	0	002	45	582
	2.2.5 Landscaping		304	0	0	0	304
-	2.2.6 Maintenance of Traffic 2.2.7 Structural Design		124 212	0	162	0	286 212
	2.2.8 Draft Design Documentation		138	0	0	0	138
-	2.3 90% Design		0	0	0	0	0
-	2.3 90% Design 2.3.1 Roadway Design, Quantities, and Final Specifications		922	0	50	0	972
	2.3.2 Stormwater Design and Final Hydraulics Report		396	0	0	0	396
-	Signal, ITS, and Illumination Design Wall and Foundation Design, Geotechnical Report		98	0	280	0	288 98
	2.3.5 Landscaping		254	0	0	0	254
	2.3.6 Maintenance of Traffic 2.3.7 Structures Design		64 266	0	80	0	144 266
-	2.3.8 Final Design Documentation		70	0	0	0	70
-	-		0	0	0	0	0
-	2.4 100% Ad-Ready Submittal and Project Closeout 2.4.1 Bid Documents and Bid Forms	\rightarrow	390	0	236	0	0 626
	2.4.2 Project File		126	0	0	0	126
	2.4.3 Project Closeout		24	0	0	0	24
-	2.5 Utilities		0	0	0	0	0
-	2.5.1 Existing Utility Plan and Possible Impact Matrix		220	0	0	0	220
_	2.5.2 Utility Coordination 2.5.3 Utility Potholing and Field Verification		136 80	0	0	16 64	152 144
	2.5.4 Utility Design Review		104	0	0	0	104
-	2.5.5 Utility Relocation		188	0	0	0	188
-	2.6 Right of Way Base Map, ROW Plans, and TCEs		0	0	0	0	0
	2.6.1 Right of Way Plans		152	0	0	0	152
-	2.6.2 Temporary Construction Easements		78 0	0	0	0	78 0
	2.7 Stakeholder & Public Outreach		0	0	0	0	0
-	2.7.1 Stakeholder and Public Engagement Plans 2.7.2 Coordination with partner agencies and the public		116 430	0	0	0	116 430
-	2.7.2 Coordination with Property and Business Owners		154	0	0	0	154
-	2.7.4 Develop Public Information Materials and Graphics		380	0	0	0	380
-	2.7.5 Comment Tracking		104	0	0	0	104 0
-	2.8 Cost Risk Estimating & Management		0	0	0	0	0
-	2.8.1 Qualitative Risk Assessment		34	0	0	0	34
	2.9 Project Estimate Reviews (cost & schedule)		0	0	0	0	0
-	2.9.1 Estimate Validation Review (10%) and Quarterly Estimate Update: 2.9.2 Estimate Review (30%)	S	62 79	0	0	0	62 79
-	2.9.3 Estimate Review (60%)		79	0	0	0	79
-	2.9.4 Estimate Review (90%)		79	0	0	0	79
-	2.9.5 Estimate Review (100%)		59 0	0	0	0	59 0
3.0	Environmental Documentation and Permitting		0	0	0	0	0
<u>-</u>	3.1 Environmental Documentation 3.1.1 Section 106 Compliance		0 242	0	0	0	0 242
	3.1.1 Section 106 Compliance 3.1.2 Section 7 ESA Compliance		164	0	0	0	164
-	3.1.3 NEPA		140	0	0	0	140
-	3.1.4 SEPA 3.2 Permits		164 72	0	0	0	164 72
-	3.3 Stormwater		244	0	0	0	244
- 4.0	Right of Way Acquisition and Appraisal		0	0	0	0	0
	4.1 Early Engagement/Initial Property Owner Meetings		160	50	0	0	210
	4.2 Right of Way Project Funding Request		15 64	164 32	0	0	179
-	4.3 Title Report Review 4.4 Appraisals		20	32	0	0	96 56
-	4.5 Legal Descriptions		64	116	0	0	180
-	Right of Way Offer Packages Acquisition Negotiations and Settlements		60 84	178 1,204	0	0	238 1,288
	4.8 Right of Way Certification		12	1,204	0	0	154
-			0	0	0 16	0	0 46
5.0	Procurement Phase - Support During Bidding	Hours Totals	30 11,101	2,010	1,8 63	0 177	46 15,151
	Total Labor Es	timate By Firm	\$ 1,579,573	\$ 286,253	\$ 318,341	\$ 25,821	\$ 2,209,987
	D	irect Expenses			\$ 1,545 \$ 8.814	\$ 39,579	\$ 314,339 \$ 60,474
		Escalation Total	\$ 43,734 \$ 1,727,800		\$ 8,814 \$ 328,700	\$ - \$ 65,400	\$ 60,474 \$ 2,584,800
						,	, ,,,

City of Wenatchee North Wenatchee Avenue Jacobs Engineering Group Inc. Hours Summary

Jacobs Engineering Group Inc.	\$ 235.04	\$ 228.54	\$ 219.18	\$ 183.88	\$ 128.43 \$ 150.25	\$ 84.96	\$ 166.27	\$ 133.63	\$ 134.77	\$ 181.70	\$ 171.66	\$ 147.39	\$ 136.07	\$ 106.48	\$ 96.24	\$ 157.69	\$ 100.13	\$ 232.13	\$ 202.89	\$ 163.56	\$ 79.28	\$ 171.90	\$ 113.34	\$ 129.74	\$ 111.37	Mult	2.3561
					Construction		Transportation				Transportation				Transportation	Transportation	Transportation		Transportation	Transportation	Transportation	Transportation	Transportation	Transportation	Transportation		
	Director	Transportation Engineer 5	Transportation Engineer 5	Deputy	Project Coordinator 4 Transportation Engineer 5	Transportation Engineer 2	Planning Specialist 5	Deputy	Transportation Engineer 4	Deputy	Planning Specialist 5	Transportation Engineer 4	Transportation Engineer 4	Transportation Engineer 3	Planning Specialist 5	Planning Specialist 3	Planning Specialist 3	Deputy	Planning Specialist 5	Planning Specialist 5	Planning Specialist 1	Planning Specialist 5	Planning Specialist 3	Planning Specialist 3	Planning Specialist 5		Labor Costs inc.
Task No. Task Description							QC/																			Hours	OH & Fee
Discipline / Technical Description	PIC	PM	DPM	PC Support	Admin Support Roadway	Roadway EIT	MOT/Schedule	Utilities	Drainage	Stormwater	Landscaping	Structures	GeoTech	Jr. GeoTech	CADD	Comm	Comm	Estimating	Enviro	Enviro Bio	Enviro Bio	Enviro Cultural	Enviro Cultural	Enviro	Surveyor		
North Wenatchee Avenue	35	894	1,053	70	70 828	1,598	156	330	524	198	496	292	255	392	1,634	354	450	284	140	160	200	12	208	38	430		\$ 1,579,573
Project Management 1.1 Administration and Coordination	35	35	,	70	70																					210	
- 1.2 Change Management		15																								15	
1.3 Quality Assurance and Control 1.4 Progress and Miscellaneous Meetings		24					24																			28 40	
- 1.5 Project Initiation and Planning		80	60		40			12	24	16	12	12	24			24	1	24	80							408	
1.6 Project Management Plan (PMP) 1.7 Master Schedule		2	4				40																			6	
- 1.7 Master Schedule		16)				40	1																		56 0	
2.0 Design																										0	\$ -
- 2.1 30% Design - 2.1.1 Roadway Design, Site Visit, Quantities		48	60		80	120					40				200											556	
- 2.1.1 Roadway Besign, Site Visit, Quantities - 2.1.2 Stormwater Design, Planning, and Mitigation		8	8 8		00	80			80	48	40				40											264	
- 2.1.3 Surveying and Data Collection		4	4		8																				60	76	
- 2.2 60% Design																										0	
- 2.2.1 Roadway Design, Quantities, and Draft Specifications		60	120		150				16	10	32		40		160											896	\$ 119,677
- 2.2.2 Stormwater Design and Draft Hydraulics Report		8	8			240			120	80					80											536	
2.2.3 Signal, ITS, and Illumination Design 2.2.4 Geotechnical Investigation and Recommendation	1	4	4		 								137	342	40		1								10	537	
- 2.2.5 Landscaping		2	2 2								180		.01	0.2	120										.0	304	\$ 43,343
- 2.2.6 Maintenance of Traffic		2	2				40					440			80											124	
2.2.7 Structural Design 2.2.8 Draft Design Documentation	1	2	2 16		80	40						112		-	96		1									212 138	
-			,,,		30																					0	\$ -
2.3 90% Design 2.3.1 Roadway Design, Quantities, and Final Specifications		60	160	-	150	300	4		20		20	1	20		160		1									922	
 2.3.2 Stormwater Design and Final Hydraulics Report 	<u> </u>	8	8 8		150	200	4	 	100		32		20		80		1				1					396	\$ 41,750
- 2.3.3 Signal, ITS, and Illumination Design		4	4																							8	\$ 1,791
2.3.4 Wall and Foundation Design, Geotechnical Report 2.3.5 Landscaping	 	2	4	-	 	 		-	 		160		26	50	16 90		-							 		98 254	
- 2.3.6 Maintenance of Traffic		2	2 2				20				100				40											64	
- 2.3.7 Structures Design		2	2									168			94											266	
- 2.3.8 Final Design Documentation		2	8		40	20																				70	
- 2.4 100% Ad-Ready Submittal and Project Closeout																										0	\$ -
- 2.4.1 Bid Documents and Bid Forms		8	24		80		20		40		40		8		130											390	
- 2.4.2 Project File - 2.4.3 Project Closeout		8	24		40	20									40											126 24	
-																										0	\$ -
2.5 Utilities 2.5.1 Existing Utility Plan and Possible Impact Matrix		4				64		64							40										40	220	
- 2.5.1 Existing Othity Plan and Possible Impact Matrix - 2.5.2 Utility Coordination		24	12			30		30							40										40	136	
- 2.5.3 Utility Potholing and Field Verification		4				8		24							24										20	80	\$ 9,338
- 2.5.4 Utility Design Review - 2.5.5 Utility Relocation		4	40			40		140																		104 188	
- 2.0.0 Guity Notocaudii						70		140																		0	
- 2.6 Right of Way Base Map, ROW Plans, and TCEs																										0	
2.6.1 Right of Way Plans 2.6.2 Temporary Construction Easements		8	8 8		16										40										80 40	152 78	
-		_																								0	
- 2.7 Stakeholder & Public Outreach		40	10													20	20									116	
2.7.1 Stakeholder and Public Engagement Plans 2.7.2 Coordination with partner agencies and the public		80	40		 											110	200									430	
 2.7.3 Coordination with Property and Business Owners 		20	20		8	16										60	30									154	\$ 23,981
2.7.4 Develop Public Information Materials and Graphics 2.7.5 Comment Tracking	1	40	40	-	20	40		1	~		-					100	140									380 104	
-	t	10			 			 								30	50									0	
- 2.8 Cost Risk Estimating & Management																										0	\$ -
- 2.8.1 Qualitative Risk Assessment	 	8	26	-	 	 		-	 		 						-							 		34 0	
- 2.9 Project Estimate Reviews (cost & schedule)																										0	\$ -
 2.9.1 Estimate Validation Review (10%) and Quarterly Estimate Upda 	ites	2	4		8	- 8												40								62	
- 2.9.2 Estimate Review (30%) - 2.9.3 Estimate Review (60%)	1	1 1	2		8	8 8		1	-		-					1	1	60 60								79 79	
- 2.9.4 Estimate Review (90%)		1	2		8	8												60								79	\$ 16,476
- 2.9.5 Estimate Review (100%)		1	2		8	8												40								59 0	\$ 11,834
3.0 Environmental Documentation and Permitting	 	 			 				 		 					 	-							 		0	
- 3.1 Environmental Documentation																										0	\$ -
- 3.1.1 Section 106 Compliance - 3.1.2 Section 7 ESA Compliance		4	12									<u>_</u>					<u> </u>	-	40			12	208	6		242 164	
- 3.1.2 Section / ESA Compliance - 3.1.3 NEPA	-	4	12		8			-		4		1							16	24	60			12		140	
- 3.1.4 SEPA		4	12																16		80			12		164	\$ 21,232
- 3.2 Permits - 3.3 Stormwater		4	20		24 16				100	40									4	20						72 244	\$ 12,987 \$ 41,641
- 3.3 Stormwater	 	24	40		16			 	100	40							†		8	16						0	
4.0 Right of Way Acquisition and Appraisal																										0	\$ -
4.1 Early Engagement/Initial Property Owner Meetings A 2 Bight of Way Project Funding Request		80	80																							160	
4.2 Right of Way Project Funding Request 4.3 Title Report Review	1	10 4	5	-	 			1	1		1					1	+				1	1			60	15 64	
- 4.4 Appraisals		20																								20	\$ 4,571
- 4.5 Legal Descriptions		4																							60	64	
4.6 Right of Way Offer Packages 4.7 Acquisition Negotiations and Settlements	-	60	24		 			-	—		—						1								60	60 84	
4.8 Right of Way Certification		8	3 4																							12	\$ 2,705
E.O. Droouwoment Dhoop Commant Dunlar Did."																										0	\$ -
5.0 Procurement Phase - Support During Bidding Hours Totals	35	894	1,053	70	70 828		156	330	524	198	496	292	255	392	1,634	354	450	284	140	160	200	12	208	38	430	30 11.101	\$ 5,234 \$ 1,579,573
Hours rotals	33	034	1,000		020	1,000			J24	130		272	200	552	1,004		-30	204	140	130		. 12		. 30	730	,	,575,575

*Does not include escalation if applicable (see cost sheet for calc

City of Wenatchee North Wenatchee Avenue CommonStreet Consulting, LLC Hours Summary

Commo	nStreet Consulting, LLC	\$ 279.53	\$ 170.71	\$ 173.15	\$ 140.91	\$ 104.96	\$ 139.68	\$ 97.47	Mult	2.3257
Task No	o. Task Description	Principal	Senior Project Manager	Project Manager	Senior Right of Way Agent	Right of Way Agent	Sr Project Control Specialist	Project Control Specialist	Total Hours	Labor Costs
	Discipline / Technical Description	PM	Sr PM	РМ	Sr ROW Agent	ROW Agent	Sr Project Control Specialist	Project Control Specialist		
North W	enatchee Avenue	96	212	312	566	656	100	68	2,010	\$ 286,253
1.0	Project Management								0	\$ -
	1.1 Administration and Coordination								0	\$ -
	1.2 Change Management								0	
	1.3 Quality Assurance and Control								0	\$ -
	1.4 Progress and Miscellaneous Meetings	40	48		_				88	\$ 19,375
	1.5 Project Initiation and Planning								0	\$ -
	1.6 Project Management Plan (PMP)								0	\$ -
	1.7 Master Schedule								0	
									0	
2.0	Design								0	\$ -
									0	\$ -
3.0	Environmental Documentation and Permitting								0	\$ -
									0	\$ -
1.0	Right of Way Acquisition and Appraisal								0	\$ -
	4.1 Early Engagement/Initial Property Owner Meetings		50						50	\$ 8,530
	4.2 Right of Way Project Funding Request	16	10	32	30	76			164	\$ 23,92
	4.3 Title Report Review		4	28					32	\$ 5,53
	4.4 Appraisals	4	20				12		36	\$ 6,208
	4.5 Legal Descriptions		6	48		24		38	116	\$ 15,558
	4.6 Right of Way Offer Packages	16	24	40			88	10	178	\$ 28,762
	4.7 Acquisition Negotiations and Settlements	20	50	108	536	480		10	1,204	\$ 159,710
	4.8 Right of Way Certification			56		76		10	142	
									0	\$
	Hours Totals	96	212	312	566	656	100	68	2,010	\$ 286,25

City of Wenatchee North Wenatchee Avenue Concord Engineering, Inc. Hours Summary

Concord Engineering, Inc.	\$ 251.11	\$ 233.88	\$ 221.57	\$ 177.26	\$ 147.71	\$ 132.94	\$ 108.32	\$ 103.40	\$ 98.48	\$ 92.32	Mult	2.4619
Task No. Task Description	Sr. Engr. 7	Sr. Engr. 6	Sr. Engr. 5	Sr. Engr. 1	Assoc. Engr.	Assoc. Engr. 2	Asst. Engr. 3	Asst. Engr. 2	Asst. Engr. 1	Proj. Coord. 3	Total Hours	Labor Costs inc. OH & Fee
Discipline / Technical Description	PM	Traffic	Traffic	Traffic	Traffic	Traffic	Traffic	Traffic	Traffic	Admin		
North Wenatchee Avenue	94	491	42	524	52	44	320	120	140	36	1,863	\$ 318,341
1.0 Project Management												\$ -
- 1.1 Administration and Coordination	12	23								36	71	
- 1.2 Change Management												\$ -
1.3 Quality Assurance and Control												\$ -
- 1.4 Progress and Miscellaneous Meetings												\$ -
- 1.5 Project Initiation and Planning		62	24	24	12	12					134	
- 1.6 Project Management Plan (PMP) - 1.7 Master Schedule	-											\$ - \$ -
- 1.7 Master Schedule	+											\$ - \$ -
2.0 Design	-											\$ -
- 2.1 30% Design	+											\$ -
- 2.1.1 Roadway Design, Site Visit, Quantities	4	16	12	16	32	20			1		100	
2.1.2 Stormwater Design, Planning, and Mitigation			, <u> </u>	.,	- UL							\$ -
- 2.1.3 Surveying and Data Collection	İ	6		4	7				12		22	
-											0	\$ -
- 2.2 60% Design												\$ -
 2.2.1 Roadway Design, Quantities, and Draft Specifications 		20		20			10				50	
2.2.2 Stormwater Design and Draft Hydraulics Report											0	
- 2.2.3 Signal, ITS, and Illumination Design	36	160	6	200	8	12	120	120			662	
- 2.2.4 Geotechnical Investigation and Recommendation												\$ -
- 2.2.5 Landscaping - 2.2.6 Maintenance of Traffic	10	24		48					80		0 162	
- 2.2.6 Maintenance of Tranic - 2.2.7 Structural Design	10	24		48					80			\$ 24,511
- 2.2.8 Draft Design Documentation	-											\$ -
-												\$ -
- 2.3 90% Design												\$ -
 2.3.1 Roadway Design, Quantities, and Final Specifications 		20		20			10				50	\$ 9,306
 2.3.2 Stormwater Design and Final Hydraulics Report 											0	\$ -
 2.3.3 Signal, ITS, and Illumination Design 	20	80		80			100				280	\$ 48,745
 2.3.4 Wall and Foundation Design, Geotechnical Report)									\$ -
- 2.3.5 Landscaping												\$ -
- 2.3.6 Maintenance of Traffic	4	12		24					40		80	
- 2.3.7 Structures Design												\$ -
- 2.3.8 Final Design Documentation												\$ - \$ -
- 2.4 100% Ad-Ready Submittal and Project Closeout												\$ -
- 2.4.1 Bid Documents and Bid Forms	8	60		80			80		8		236	
- 2.4.2 Project File	,	00		- 00			00		0			\$ -
- 2.4.3 Project Closeout												\$ -
•	7											\$ -
- 2.5 Utilities											0	\$ -
•												\$ -
 2.6 Right of Way Base Map, ROW Plans, and TCEs 												\$ -
•												\$ -
- 2.7 Stakeholder & Public Outreach												\$ -
O Cook Diels Fedinseline C Marrier	_											\$ -
- 2.8 Cost Risk Estimating & Management	+	 	 	 	 				 			\$ - \$ -
- 2.9 Project Estimate Reviews (cost & schedule)	-	1							1			\$ -
- 2.0 1 Toject Estilliate Neviews (cost & schedule)	+	 							 			\$ -
3.0 Environmental Documentation and Permitting	+	 			 							\$ -
-	1											\$ -
4.0 Right of Way Acquisition and Appraisal												\$ -
, , ,												\$ -
5.0 Procurement Phase - Support During Bidding		8		8							16	
	ls 94	491		524			320	120	140	36	1,863	

City of Wenatchee North Wenatchee Avenue AAR Testing Laboratory , Inc Hours Summary

AAR Testing Laboratory , Inc		\$ 166.92	\$ 88.04	\$ 148.79	\$ 148.79	Mult	2.479
ask No.	Task Description	Senior Project Manager	Admin 3	Laboratory Supervisor	Field Supervisor	Total Hours	Labor Cost
	Discipline / Technical Description	Sr. PM	Admin	Tech	Tech		
North Wenatchee Avenue		52	24	45	56	177	\$ 25,82
.0 Project Management						0	\$ -
1.1 Administration and Coording	nation	16	16			32	\$ 4,07
1.2 Change Management							\$ -
1.3 Quality Assurance and Co						0	•
1.4 Progress and Miscellaneou						0	\$ -
1.5 Project Initiation and Plann		12	8			20	\$ 2,70
1.6 Project Management Plan	(PMP)					0	
1.7 Master Schedule						0	
						0	
2.0 Design						0	\$ -
2.1 30% Design						0	\$ -
						0	\$ -
2.2 60% Design						0	•
	Quantities, and Draft Specifications					0	\$ -
	n and Draft Hydraulics Report						\$ -
2.2.3 Signal, ITS, and III				45		0	
	tigation and Recommendation			45		45	\$ 6,69
2.2.5 Landscaping	Tr.					0	
2.2.6 Maintenance of Tra	ITTIC					0	\$ -
2.2.7 Structural Design						0	•
2.2.8 Draft Design Docur	nentation	_				0	\$ -
2.3 90% Design						0	\$ -
2.3 90 % Design						0	\$ -
2.4 100% Ad-Ready Submitta	al and Project Closeout					0	
2.4 100 % Au-Ready Submitte	ai and Project Closeout						\$ -
2.5 Utilities						0	•
	and Possible Impact Matrix					0	•
2.5.2 Utility Coordination		8			8	16	\$ 2,52
2.5.3 Utility Potholing and		16			48	64	
2.5.4 Utility Design Revie		10			40	0	\$ -
2.5.5 Utility Relocation						0	
21010 Samy Holosadon						0	•
2.6 Right of Way Base Map, R	OW Plans, and TCEs					0	\$ -
						0	
2.7 Stakeholder & Public Ou	treach					0	
						0	\$ -
2.8 Cost Risk Estimating & N	Management					0	\$ -
3	-					0	
2.9 Project Estimate Reviews	s (cost & schedule)					0	
<u>-</u>	·					0	\$ -
3.0 Environmental Documentation	and Permitting					0	\$ -
	-					0	\$ -
I.0 Right of Way Acquisition and A	ppraisal					0	\$ -
						0	\$ -
	Hours Totals	52	24	45	56	177	\$ 25,82

City of Wenatchee North Wenatchee Avenue Jacobs Engineering Group Inc. Cost Sheet

Classification				Hours	x	Rate =		Cost
Director				35	\$		\$	8,226.40
Transportation Engineer 5				894	\$	228.54	\$	204,314.76
Transportation Engineer 5				1,053	\$		\$	230,796.54
Deputy				70	\$		\$	12,871.60
Construction Project Coordin	nator 4			70	\$		\$	8,990.10
Transportation Engineer 5				828	\$		\$	124,407.00
Transportation Engineer 2				1,598	\$		\$	135,766.08
Transportation Planning Sp	ecialis	t 5		156	\$		\$	25,938.12
Deputy				330	\$		\$	44,097.90
Transportation Engineer 4				524	\$		\$	70,619.48
Deputy	!-!!-			198	\$		\$	35,976.60
Transportation Planning Sp Transportation Engineer 4	ecialis	ιo		496 292	\$		\$ \$	85,143.36
Transportation Engineer 4				255	\$		э \$	43,037.88 34,697.85
Transportation Engineer 3				392	\$		\$	41,740.16
Transportation Planning Sp	ooiolio	+ E		1,634	\$		\$	
Transportation Planning Sp				354	\$		\$	157,256.16 55,822.26
Transportation Planning Sp				450	\$		\$	45,058.50
Deputy	ccialis			284	\$		\$	65,924.92
Transportation Planning Sp	ocialic	+ 5		140	\$		\$	28,404.60
Transportation Planning Sp				160	\$		\$	26,169.60
Transportation Planning Sp				200	\$		\$	
Transportation Planning Sp				12	9		э \$	15,856.00 2,062.80
				208	\$		\$	
Transportation Planning Sp Transportation Planning Sp				38	3		э \$	23,574.72
					\$		\$	4,930.12 47,889.10
Transportation Planning Sp		total		430 11,101	,	111.37	\$	1,579,572.61
Escalation						Escalation 4	% ¢	43,734.42
Localation								
						Total Lab	or \$	1,623,307.03
Direct Non-Salary Costs								Cost
Lodging w/15% tax		23	Day@		\$	123.00	\$	2,829.00
Per Diem		23	Day@				\$	1,357.00
Ground Transportation		40000	Each@		\$	0.670	\$	26,800.00
Driller		1	Each@		\$	40,000.00	\$	40,000.00
WV Piezometers		1	Each@		\$	3,600.00	\$	3,600.00
Survey GNSS Equipment		13	Day@		\$		\$	3,250.00
Survey Total Station		5	Day@		\$	325.00	\$	1,625.00
Misc (postage, courier, etc.)		1	Each@		\$	5,031.97	\$	5,031.97
Traffic Control		10	Day@		\$	2,000.00	\$	20,000.00
					Direct No	n-Salary Costs Tot	tal \$	104,492.97
						Jacobs Subtota	al \$	1,727,800.00
Subconsultant Costs								
CommonStreet Consulting,	LLC						\$	462,900.00
Concord Engineering, Inc.							\$	328,700.00
AAR Testing Laboratory , In-	_						\$	65,400.00
AAR resulig Laboratory , in	C				Subce	onsultants Subtota		857,000.00
					Gube	Jiisultants Subtote	ai ψ	007,000.00
TASK ORDER TOTAL							\$	2,584,800.00
								2,00 1,000100
000 (.,					
GSO (Jacobs)		105.61	/0					
Includes Esc on Direct La	bor							
Escalation is not applied t	or 03	01/2024-1	2/31/2024					
Salary Escalation								
Assumed:								
	32 1	onths to Co	nmnlete M	ork				
	JZ 1V	ionina to O	ompicie W	211 \				
Time Factor:								
	(Cur	rent Rate M	1onths/Tota	l Months) (10 Months/3	2 Months)		31%
				Months) (12				38%
				Months) (1				31%
	(LSC	aiaiGU III IVI	oriuio/iUlal	wioriuis) (II	. www.iu.15/32	. wortuis)		31%
						Total		100%
Salary Rate Increases:							_	
(First Portion of work)	\$	1,579,573	3 x	31%	X	0.0%	\$	-
(Second Portion of work)	\$	1,579,573	3 x	38%	X	4.0%	\$	23,694
(Third Portion of work)	\$	1,603,266	3 x	31%	x	4.0%	\$	20,041
(Tillia Portion of work)		, , .						

Reflected in Above Total \$

43,734

City of Wenatchee North Wenatchee Avenue CommonStreet Consulting, LLC Cost Sheet

Classification			Hours	X	Rate =		Cost
Principal			96	\$	279.53	\$	26,834.88
Senior Project Manager			212	\$	170.71	\$	36,190.52
Project Manager			312	\$	173.15	\$	54,022.80
Senior Right of Way Agent			566	\$	140.91	\$	79,755.06
Right of Way Agent			656	\$	104.96	\$	68,853.76
Sr Project Control Specialist			100	\$	139.68	\$	13,968.00
Project Control Specialist			68	\$	97.47	\$	6,627.96
	Subtotal		2,010			\$	286,252.98
Escalation					Escalation 4%	6 \$	7,925.63
					Total Labo	r \$	294,178.61
Direct Non-Salary Costs					>		Cost
Lodging w/15% tax	3	Day@		\$	123.00	\$	369.00
Per Diem	5	Day@		\$	59.00	\$	295.00
Ground Transportation	9,100	Each@		\$	0.67	\$	6,097.00
Rental Car / Gas		Roundtrips		\$	75.00	\$	-
Travel Expenses (Ferry)		Roundtrips		\$	35.00	\$	-
Parking / Uber		Each@		\$	40.00	\$	-
Appraisals	16	Each@		\$	3,000.00	\$	48,000.00
Appraisal Review	16	Each@		\$	7,000.00	\$	112,000.00
Misc (postage, courier, ect)	1	Each@		\$	1,960.39	\$	1,960.39
						\$	-
			Dir	ect Non-S	Salary Costs Tota	I \$	168,721.39

GSO (CommonStreet) 102.57%

Includes Esc on Direct Labor

Escalation is not applied for 03/01/2024-12/31/2024

Salary Escalation

Assumed:

32 Months to Complete Work

Time Factor:

(Current Rate Months/Total Months) (10 Months/32 Months)	31%
(Escalated in Months/Total Months) (12 Months/32 Months)	38%
(Escalated in Months/Total Months) (10 Months/32 Months)	31%

CommonStreet Total \$

462,900.00

					Total	100%
Salary Rate Increases:						
(First Portion of work)	\$ 286,253	Х	31%	х	0.0%	\$ -
(Second Portion of work)	\$ 286,253	Х	38%	х	4.0%	\$ 4,294
(Third Portion of work)	\$ 290,547	Х	31%	х	4.0%	\$ 3,632
		-		Refle	cted in Above Total	\$ 7,926

City of Wenatchee North Wenatchee Avenue **Concord Engineering, Inc. Cost Sheet**

Classification			Hours	x	Rate	=		Cost
Sr. Engr. 7			94	\$	251.11		\$	23,604.34
Sr. Engr. 6			491	\$	233.88		\$	114,835.08
Sr. Engr. 5			42	\$	221.57		\$	9,305.94
Sr. Engr. 1			524	\$	177.26		\$	92,884.24
Assoc. Engr. 4			52	\$	147.71		\$	7,680.92
Assoc. Engr. 2			44	\$	132.94		\$	5,849.36
Asst. Engr. 3			320 120	\$ \$	108.32 103.40		\$ \$	34,662.40 12,408.00
Asst. Engr. 2 Asst. Engr. 1			140	φ \$	98.48		φ \$	13,787.20
Proj. Coord. 3			36	φ \$	92.32		φ \$	3,323.52
•				Ψ	32.32			
\$	Subtotal		1,863				\$	318,341.00
Escalation					Escal	ation 4%	\$	8,814.07
					Tot	al Labor	¢	227 455 07
					10	ai Labor	Þ	327,155.07
Direct Non-Salary Costs								Cost
Lodging w/15% tax	4	Day@		\$	123.00		\$	492.00
Per Diem	4	Day@		\$	59.00		\$	236.00
Ground Transportation	1200	Each@		\$	0.67		\$	804.00
Rental Car / Gas		Roundtrips		\$	75.00		\$	-
Travel Expenses (Ferry)		Roundtrips		\$	35.00		\$	-
Parking / Uber		Each@		\$	40.00		\$	-
Misc (postage, courier, ect)	1	Each@		\$	12.93		\$	12.93
2								
				Direct N	on-Salary Co	sts Total	\$	1,544.93

GSO (Concord) 116.19%

Includes Esc on Direct Labor

Escalation is not applied for 03/01/2024-12/31/2024

Salary Escalation

Assumed:

32 Months to Complete Work

Time Factor:

(Current Rate Months/Total Months) (10 Months/32 Months)	31%
(Escalated in Months/Total Months) (12 Months/32 Months)	38%
(Escalated in Months/Total Months) (10 Months/32 Months)	31%

Concord Total \$

328,700.00

					100%		
Salary Rate Increases:							
(First Portion of work)	\$ 318,341	x	31%	x	0.0%	\$	-
(Second Portion of work)	\$ 318,341	x	38%	X	4.0%	\$	4,775
(Third Portion of work)	\$ 323,116	х	31%	X	4.0%	\$	4,039
				Refle	ected in Above Total	\$	8,814

COST-Concord 8 2323

City of Wenatchee North Wenatchee Avenue AAR Testing Laboratory , Inc Cost Sheet

Classification	Hours	X	Rate	=	Cost	
Senior Project Manager	52	\$	166.92		\$	8,679.84
Admin 3	24	\$	88.04		\$	2,112.96
Laboratory Supervisor	45	\$	148.79		\$	6,695.55
Field Supervisor	56	\$	148.79		\$	8,332.24
Subtotal	177				\$	25,820.59

Escalation Escalation 4% \$

Total Labor \$ 25,820.59

Direct Non-Salary Costs				Cost
Lodgingw/15% tax		Day@	\$ 185.15	\$ -
Per Diem		Day@	\$ 74.00	\$ -
Ground Transportation	400	Each@	\$ 0.670	\$ 268.00
Rental Car / Gas		Roundtrips	\$ 75.00	\$ -
Soil Lab Material Testing	1	Each@	\$ 14,300.00	\$ 14,300.00
Utility Potholing	20	Each@	\$ 1,250.00	\$ 25,000.00
Misc (postage, courier, ec		1 Each@	\$ 11.41	\$ 11.41

Direct Non-Salary Costs Total \$

ARR Total \$ 65,400.00

GSO (AAR) 117.99%

Includes Esc on Direct Labor

Escalation is not applied for 03/01/2024-12/31/2024

Salary Escalation

Assumed:

10 Months to Complete Work

Time Factor:

(Current Rate Months/Total Months) (10 Months/10 Months)

100%

39,579.41

					Total				
Salary Rate Increases:									
(First Portion of work)	\$ 25,821	X	100%	x	0.0%	\$	-		
(Second Portion of work)		X	0%	x	4.0%	\$	-		
(Third Portion of work)		Х	0%	Х	4.0%	\$	-		

Reflected in Above Total \$ -



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor

City Council

FROM: Dave Erickson, Parks, Recreation and Cultural Services Director

MEETING DATE: February 22, 2024

I. SUBJECT

Consider accepting the bid to construct P'Squosa Tribe Plaza.

II. ACTION REQUESTED

Motion to accept the bid from JM Pacific Construction Inc in the amount of \$223,581.83 for the P'Squosa Plaza Project and authorize the City Administrator to sign the standard city project agreement.

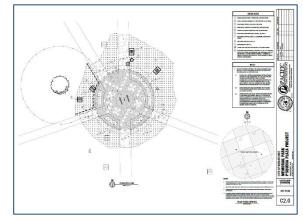
III. OVERVIEW

This project has been before the City Council several times over the past two years and included items ranging from the design process to artist selection. Background on the project was provided to the City Council previously. Staff has been working closely with the Wenatchi Tribe Advisory Group to finalize the project.

The overall goal of the project is to recognize the P'Squosa as the proud and vibrant people that they were and that they still are. The project creates a plaza in Memorial Park with four primary elements: The plaza, a central sculpture that represents the tribe's past, a sculpture representing the future of the tribe, and educational signs. Artist agreements were approved by the City Council for the three sculptural elements in 2023 and the sculptures are in different stages of creation. The are scheduled to be finished next year.

The final piece of the project is the construction of the plaza itself. Concurrently with the

creation of the sculptures, engineering of the plaza was completed. The primary construction elements of the plaza portion include the creation of the paved plaza and raised planters with seat walls and the relocation of some park utilities and bringing the utilities that are impacted by construction up to code. Following State bidding laws, a small works roster solicitation was completed to construct the plaza. The solicitation was posted on the City website on January 8, 2024, and also sent to 624 contractors on the small works contractor roster. Bids were due on February 2, 2024.



From this solicitation, two bids were received by the deadline. The bids were reviewed and tabulated by Pacific Engineering and from this, JM Pacific Construction Inc was the apparent low bidder and is recommended for selection.

The recommendation was reviewed by the Finance Committee.

IV. FISCAL IMPACT

The low bid was \$223,581.83. The engineer's estimate for this part of the project was \$234,465.90. The bid is also within the project budgeted amount.

V. PROPOSED PROJECT SCHEDULE

If approved, construction would commence in late June with completion of this phase by the end of October. A dedication celebration for the project is being planned for Indigenous Peoples Day on October 13, 2025.

VI. REFERENCE(S)

None.

VII. ADMINISTRATIVE ROUTING

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



CITY COUNCIL AGENDA REPORT

TO: Mike Poirer, Mayor

City Council

FROM: Mike Hodgson, WWTP Supervisor

Department of Public Works

MEETING DATE: February 22, 2024

I. <u>SUBJECT</u>

Wastewater Treatment Plant – Influent Pump Project No. SW23-01 Authorization to approve Construction Change Order No. 2 and amend the Project Budget

II. ACTION REQUESTED

Motion requested for the City Council to approve Amendment No. 2 to the construction contract with Nordvind Sewer Service, LLC and further authorize the City Administrator to sign the construction change order.

III. OVERVIEW

The subject project is to replace two existing influent pumps and associate appurtenances with City purchased pumps, motors, valves and associated pipe fittings.

To date, only one change order has been issued for a time extension due to the availability of the pump manufacturers startup personnel.

Change Order No. 2 includes additional work that exceeded the force account bid item as directed by wastewater treatment plant (WWTP) staff to replace additional components that needed to be replace due to age and a great opportunity to conduct the work at this time.

IV. FISCAL IMPACT

Funding for this additional work will be from the 405 Sewer Utility Fund directly associated with WWTP's 2024 Repairs and Maintenance budget. This amendment for \$22,263.99 will increase the total construction contract value from \$145,600.00 to \$167,863.99 including sales tax.

V. PROPOSED PROJECT SCHEDULE

Construction is substantially complete and will be closed out in the next few months.

Agenda Report to Mayor and City Council February 22, 2024

VI. <u>REFERENCE(S)</u>

N/A

VII. <u>ADMINISTRATIVE ROUTING</u>

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



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor

City Council

FROM: Jessica Shaw, Deputy Public Works Director

Public Works Department

MEETING DATE: February 22, 2024

I. SUBJECT

Mitigated Permit Deposit Agreement between Crown Columbia Water Resources, LLC.

II. <u>ACTION REQUESTED</u>

Motion requested for the City Council to approve the Mitigated Permit Deposit Agreement between Crown Columbia Water Resources, LLC and the Regional Water System and authorize the City Administrator's signature.

III. OVERVIEW

In 2016, the City of Wenatchee, East Wenatchee Water District and Public Utility District No. 1 of Chelan County (Regional Water) entered into an agreement to lease water rights to Crown Columbia Water Resources, LLC (Crown). The water rights were not being used by the Regional Water System and this provided the opportunity to lease the water rights to another party. Crown, however, couldn't find anyone to use the water until the spring of 2020. Since 2020, an annual temporary change application with the Washington State Department of Ecology (Ecology) has been required for the water right to be used. Regional Water's attorneys with Ogden, Murphy, Wallace, P.L.L.C. have been working with Crown and Ecology to find a better way to continue to lease the water with less paperwork. They believe they have a path forward with a trust water right agreement. The Mitigated Permit Deposit Agreement provides the terms moving forward.

IV. FISCAL IMPACT

The agreement proposes a 75/25 cost sharing split, with a cap of Regional Water's expenses of \$15,000, to explore the trust agreement path with Ecology. If an agreement with Ecology is completed, Crown would pay Regional \$197,790 per year plus lease hold excise tax. The agreement does not include an annual escalator. In addition, each party would pay its own consultant and administration costs going forward. The funds are anticipated to help support future capital improvements to the Regional Water System.

V. PROPOSED PROJECT SCHEDULE

Work with Ecology on the trust water right agreement is expected to start soon if approved by Regional Water. The new expiration date for the agreement will be December 31, 2032.

Agenda Report to Mayor and City Council February 22, 2024 Page 2

VI. <u>REFERENCE(S)</u>

1. Mitigated Permit Deposit Agreement

VII. <u>ADMINISTRATIVE ROUTING</u>

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

Term Sheet

Mitigated Permit Deposit Agreement

Parties

Crown Columbia Water Resources, LLC ("Crown") and Regional Water System (formed by Interlocal Agreement among the Chelan County Public Utility District No. 1, the East Wenatchee Water District, and the City of Wenatchee), a municipal water purveyor (hereafter, "Regional").

Transaction Summary

The Parties desire to enter a new Agreement to facilitate Crown's use of Regional's water right and agreements it has entered into with Granite Farms, LLC.

Price

For each acre foot of Regional's water allocated to Granite Farms, LLC ("Granite") under the Agreement, Crown shall pay Regional \$95 per acre foot each year by March 15th plus the associated Leasehold Excise Tax ("LHET") of 12.84% ("Annual Payment"). If all 2,082 acre feet (as identified in the Temporary Change Authorization for Water Right No. S4-022119(B)) are utilized, the Annual Payment shall be \$197,790.00 before the LHET, and \$223,186.24 inclusive of the LHET.

Expiration

The Parties desire that the expiration of the new Agreement will be December 31, 2032.

Termination

Regional may reduce the contributed quantity or terminate with two (2) full irrigation years' prior written notice.

Crown may reduce Regional's quantity under the Mitigated Permit only if the Port of Walla Walla reduces Granite Farms' farmland lease and such reduction specifically impacts the acres irrigated using Regional's mitigated permit.

In both instances, Annual Payments shall be adjusted pro-rata for reduced acre feet.

Approvals

Once the new Agreement has been approved and executed by the Parties, no further approvals shall be required from Regional, except for review and approval of the related change application.

Future Costs

Once the new Agreement is approved and executed, each Party shall be responsible for their own professional and consultant fees and costs incurred in administrating the Agreement between the Parties through the expiration date. The fees and costs incurred by the Parties in negotiating a new Agreement shall be at the sole responsibility of each Party.

Initial Fees & Costs Related to Trust Agreement Exploration Regional and Crown shall share the costs associated with facilitating a Trust Water Agreement with Ecology. Regional shall be responsible for 75%, and Crown shall be responsible for 25%, for all costs incurred to facilitate and enter a Trust Water Agreement with Ecology on terms that are acceptable to Regional. All costs shall be paid as-incurred, shall includes Regional's legal costs and all water consultant costs (Water

Rights Solutions – Bill Neve). Crown shall pay its own legal expenses incurred while facilitating a Trust Water Agreement.

Regional's expenses related to the cost share shall be limited to \$15,000. Regional may determine, in its sole discretion, to increase the amount it contributes towards the facilitation of a Trust Water Agreement with Ecology.

If a Trust Water Agreement with Ecology is not accomplished on terms acceptable to the parties, then this Term Sheet shall terminate and any outstanding costs associated with the pursuit of a Trust Water Agreement shall be paid consistent with the cost sharing allocation. Following termination of this Term Sheet, each party shall be solely responsible for their own fees and costs.

Non-Binding Agreement

Except for the Initial Fees & Costs Related to Trust Agreement Exploration provision which shall be binding on the Parties, Crown and Regional understand that this is a non-binding agreement and its sole purpose is to outline the general terms for the preparation of the new Deposit Agreement.

REGIONAL WATER SYSTEM: CROWN: CITY OF WENATCHEE CROWN COLUMBIA WATER RESOURCES, LLC By: ____ By: Name: Frank Walter Name: Title:_____ Title: Managing Director Date: Date: EAST WENATCHEE WATER DISTRICT Name: Title:_____ PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY By: _____

Agreed, subject to satisfactory documentation:



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor

City Council

FROM: Jessica Shaw, Deputy Public Works Director

Public Works Department

MEETING DATE: February 22, 2024

I. <u>SUBJECT</u>

Amendment No. 2 to the Regional Water Technical Support for Confluence Parkway Agreement

II. ACTION REQUESTED

Motion requested for the City Council to approve Amendment No. 2 to the Regional Water Technical Support for Confluence Parkway Agreement with Stantec Consulting Services, Inc. and authorize the City Administrator's signature.

III. OVERVIEW

The Regional Water partners entered into an agreement with Stantec Consulting Services, Inc. in September to provide technical support during the design of Confluence Parkway. Initial efforts included reviewing and editing the technical requirements for work around the Regional water transmission main and a technical memo on service interruptions during construction. In January, the agreement with Stantec was amended to include additional analysis of future Regional Water improvements in the Confluence Parkway project area. Additional funds are needed for Stantec to continue to provide support during the design of the northern portion of Confluence Parkway.

IV. FISCAL IMPACT

The Regional Water Fund 415 has sufficient funds budgeted under professional services for this agreement and the amendments.

V. PROPOSED PROJECT SCHEDULE

The work associated with this agreement is anticipated to end with the completion of the design for Confluence Parkway.

VI. <u>REFERENCE(S)</u>

- 1. Professional Services Agreement: Regional Water Technical Support for Confluence Parkway with Stantec Consulting Services, Inc.
- 2. Amendment No. 2 to the Regional Water Technical Support for Confluence Parkway

Agenda Report to Mayor and City Council February 22, 2024 Page 2

VII. <u>ADMINISTRATIVE ROUTING</u>

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



CITY OF WENATCHEE

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

DEPARTMENT OF PUBLIC WORKS

PROFESSIONAL SERVICES AGREEMENT

Regional Water Technical Support for Confluence Parkway

The City of Wenatchee, Washington, a municipal corporation ("City") and Stantec Consulting Services Inc., whose address is 304 W Pacific Ave Ste 360, Spokane, WA 99201 ("Consultant"), agree and contract as follows:

I. SERVICES BY CONSULTANT

- **A.** The Consultant agrees to perform the services described in Attachment A to this Agreement, which attachment is incorporated herein by reference.
- **B.** All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- **A.** The total compensation to be paid to Consultant for completion of these services shall not exceed \$50,000, 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. Upon full payment of all monies owed to the Consultant, 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 Deputy Public Works Director-Utilities for the City of Wenatchee shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. **COMPLETION DATE**

The completion date for the Consultant's performance of the services specified in Section I shall be not later than June 30, 2024.

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

VII. SUCCESSORS AND ASSIGNS

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

VIII. NONDISCRIMINATION

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law

prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

To the greatest extent allowed by law the Consultant shall indemnify and hold the City, its officers, officials, and employees harmless (but not defend) from any and all injuries, damages or losses or suits including reasonable 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, and employees, 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:

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

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

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

XII. FUTURE SUPPORT

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

XIII. INDEPENDENT CONTRACTOR

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

XIV. EXTENT OF AGREEMENT/MODIFICATION

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

XV. ADDITIONAL WORK

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

XVI. VENUE, APPLICABLE LAW AND JURISDICTION

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

XVII. DISPUTES

If requested in writing by either the City or the Consultant, the City and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to non-binding arbitration.

XVIII. LIABILITY AND DAMAGES

As the City's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors. Neither the City nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

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

CONS	ULTANT:	CITY OF \	WENATCHEE:
By:	Russ Connole	By:	rank kuntz
,		Fran	nk Kuntz, Mayor
Date:	9/4/2023	Date:	9/4/2023



Stantec Consulting Services Inc. 304 W Pacific Ave Ste 360, Spokane, WA 99201

August 10, 2023 File:

Attention: Jessica Shaw, Deputy Public Works Director-Utilities City of Wenatchee Department of Public Works 1350 McKittrick Street Wenatchee, Washington 98801

Dear Ms. Shaw,

Reference: Confluence Parkway - Regional Partner Representation Scope of Work & Fee Proposal

PART 1 - PROJECT UNDERSTANDING

The City of Wenatchee issued a Request for Qualification (RFQ) on May 16, 2023 for Progressive Design Build Services for the Confluence Parkway Project. The Progressive Design-Build ("PDB") service includes the Work to develop a major infrastructure improvement which creates a new roadway connection that begins at the existing intersection of North Miller Street and State Route ("SR") 285/North Wenatchee Avenue, extending north over the Wenatchee River on a new bridge connecting to the U.S. Highway ("US") 2/Euclid Avenue interchange. The Project will provide congestion relief on SR 285 by creating an alternative north/south route, in addition to improving access and safety for bicyclists, pedestrians, and transit operations along the roadway and waterfront. The Work includes but is not limited to planning, management, design, permits, right-of-way ("ROW") and real estate services, and construction of roadways, railroads, and utility infrastructure for the Project.

The City shortlisted four PDB teams on July 10, 2023, and subsequently issued the Request for Proposals (RFP) for the four firms on July 14, 2023. Proposals are due from the PDB teams on August 31, 2023.

The objective of this project is for Stantec to review standards and design criteria, provide engineering review of design alternatives and impacts to Regional structures, facilitate communication between the Regional Partners and the Design-Build team, and represent the regional partners during the progressive design build process for the Confluence Parkway Project.

As requested, Stantec will prepare engineering assessments, reports and recommendations for the Regional Partners on various aspects of the Confluence Parkway Project.

PART 2 - SCOPE OF SERVICES

Stantec's services under this Agreement will include the tasks listed below. Additional tasks may be requested up to the budget limit.

August 10, 2023 Jessica Shaw Page 2 of 4

Reference:

Confluence Parkway - Regional Partner Representation Scope of Work & Fee Proposal

Task 100 - Project Management

<u>Project Kick-off Meeting</u> – Stantec in coordination with the Regional Partners will host an online kick-off meeting with the Regional Partners.

<u>Monthly Invoicing and Reports</u> – Prepare monthly financial tracking information and summary reports regarding the financial status of the project and other items as identified in the PMP. The financial status will be regularly reviewed internally and will be reviewed with the City's PM monthly for up to 3 months. This monthly report will be submitted by email along with monthly invoices.

<u>Project Update Meetings</u> – Stantec will meet with the Regional Partners monthly or as requested to discuss the project, work tasks, schedule, and budget. Stantec in coordination with the Regional Partners will lead these meetings. It is assumed that these are video/teleconference meetings of approximately 30-60 minutes on average. Meeting may be in-person as requested by the Regional Partners.

<u>Project Closeout</u> – Stantec will archive documents, and complete filing and uploading pertinent information to Stantec server archives and to the document repository as requested by the Regional Partners.

Note: Communications will be generally performed via memoranda, e-mail, phone conversations, and meetings with the Regional Partner's and City of Wenatchee, and other City staff as directed.

Task 200 - Document Review

- 1. Review standards and design criteria for contract documents RFP contract documents.
 - a. Work proximity
 - b. Determine feasible shut down timeframes for Regional operating alternatives during shut down Tour of Regional Operations
 - c. Clearance from other utility structures
 - d. Access requirements for operation, maintenance, and future replacement.

Task 300 – Project Coordination

- 1. Facilitate communication between the Regional partners and the Design-Build team (develop a plan at the first meeting that Regional partners agree on)
 - A memorandum of understanding is being recommended between Regional and the City. This would potentially lead to a Design-Builder Relocation Agreement with Regional Water.

Task 400 - Engineering Review

- 1. Engineering review of design alternatives and impacts to Regional infrastructures
- 2. Permanent structures over the Regional infrastructure
- 3. Temporary work/trestles
- 4. Pile driving/vibration
- 5. Fill on the south bank

August 10, 2023 Jessica Shaw Page 3 of 4

Reference: Confluence Parkway – Regional Partner Representation Scope of Work & Fee Proposal

Task 500 - Other Services

1. Other services as requested.

ASSUMPTIONS

- Services requested must fall within the existing or remaining budget for the project. Requested services that go beyond the initial budget of \$50,000 will required a change order.
- Services requested that require subconsultant services will require a change order.
- Additional amendments after 2023 may require an increase to billing rates based on annual salary adjustments.

PART 3 - SCHEDULE OF SERVICES

The table below summarizes the anticipated schedule for the identified Services predicated upon timely receipt of City-provided information, typical review periods, and active direction during work. City acknowledges that Stantec will not be responsible for impacts to the schedule by events or actions of others over which Stantec has no control.

Task No.	Start Date	Completion Date
1. Project Management	August/September 2023	April 30, 2024
2. Engineering Assessment Report	August/September 2023	April 30, 2024
3. Project Coordination	August/September 2023	April 30, 2024
4. Engineering Review	August/September 2023	April 30, 2024

August 10, 2023 Jessica Shaw Page 4 of 4

Reference: Confluence Parkway – Regional Partner Representation Scope of Work & Fee Proposal

5. Other Services	August/September 2023	April 30, 2024

BASIS OF FEE

The proposed level of effort for this scope of work is \$50,000, to be billed at time and materials, (plus expenses), not to exceed without prior written approval.

We appreciate the opportunity and look forward to working with City of Wenatchee and the Regional Partners on the Confluence Parkway Project.

Regards,

Stantec Consulting Services Inc.

Russ Connole

Senior Project Manager Phone: 509-934-5114

Russell.connole@stantec.com

DocuSign Envelope ID: 414EC5D3-634A-4E2A-AFD1-870287045EB9

2/22/2024 Wenatchee City Council

Page 91 of 105

FEE ESTIMATE - Confluence Parkway - Attachment B

					Dio in the state of the state o	S ZO	Solida Signatura	S. Linder of the Control of the Cont	o distrib	\$ QT	\$	D. Hart	O Solo						
				Name	Connole, Russ	Sargent, Zak	Black, Bryan	Wang, Irene	Jones, Jeromy	Fenimore, Trevor	Carpenter, Andrea	DeVitis, Emily		Project Summary	Hours	Labour	Expense	Subs	Total
				Project Billing Rate	\$219.00	\$209.00	\$256.00	\$270.00	\$189.00	\$143.00	\$168.00	\$152.00	\$1.10	Fixed Fee	0.00	\$0.00	\$0.00	\$0.00	\$0.00
				Total Units (T&M) Fee (T&M)	50.00 \$10,950.00	54.00 \$11,286.00	43.00 \$11,008.00	18.00 \$4.860.00	19.00 \$3,591.00	3.00 \$429.00	21.50 \$3,612.00	4.00 \$608.00	3,324.00 \$3,656.40	Time & Material Total	212.50 212.50	\$46,344.00 \$46,344.00	\$3,656.00 \$3,656.00	\$0.00 \$0.00	\$50,000.00 \$50,000.00
			·	ree (ram)	φ10,950.00	φ11,200.00	μ φτι,σσο.σσ	φ4,000.00	φυ,υθ1.00	J Ψ423.00	φο,σ12.00	φυσο.υυ	φ5,030.40	lotal	212.00	φ40,344.00	φ5,050.00	φυ.υυ	\$50,000.00
WBS Code	Task Code	Task Name	Start Date	End Date	Units									Task Type	Hours	Labour	Expense	Subs	Total
1	100	Project Management	2023-08-21	2024-04-30										Time & Material	32.00	\$6,550.00	\$1,320.00	\$0.00	\$7,870.00
1.1	100.001	Project Management	2023-08-21	2024-04-30	20.00	2.00	1.00	1.00	1.00	3.00		4.00	1,200.00	Time & Material	32.00	\$6,550.00	\$1,320.00	\$0.00	\$7,870.00
2	200	Document Review	2023-08-21	2024-04-30										Time & Material	52.00	\$10,916.00	\$0.00	\$0.00	\$10,916.00
2.1	200.001	Document Review	2023-08-21	2024-04-30	6.00	18.00	8.00	3.00	6.00		11.00			Time & Material	52.00	\$10,916.00	\$0.00	\$0.00	\$10,916.00
3	300	Project Coordination	2023-08-21	2024-04-30										Time & Material	62.00	\$13,788.00	\$1,320.00	\$0.00	\$15,108.00
3.1	300.001	Project Coordination	2023-08-21	2024-04-30	16.00	16.00	16.00	4.00	4.00		6.00		1,200.00	Time & Material	62.00	\$13,788.00	\$1,320.00	\$0.00	\$15,108.00
4	400	Engineering Review	2023-08-21	2024-04-30										Time & Material	54.50	\$12,366.00	\$1,016.40	\$0.00	\$13,382.40
4.1	400.001	Engineering Review	2023-08-21	2024-04-30	4.00	16.00	16.00	8.00	6.00		4.50		924.00	Time & Material	54.50	\$12,366.00	\$1,016.40	\$0.00	\$13,382.40
5	500	Other Services	2023-08-21	2024-04-30										Time & Material	12.00	\$2,724.00	\$0.00	\$0.00	\$2,724.00
5.1	500.001	Other Servies	2023-08-21	2024-04-30	4.00	2.00	2.00	2.00	2.00					Time & Material	12.00	\$2,724.00	\$0.00	\$0.00	\$2,724.00
6	99999	Non-Billable	2023-08-21	2024-04-30										Fixed Fee	0.00	\$0.00	\$0.00	\$0.00	\$0.00



CONTRACT AMENDMENT NUMBER <u>2</u> TO THE PROFESSIONAL SERVICES AGREEMENT

Regional Water Technical Support for Confluence Parkway

This Contract Amendment Number <u>2</u> dated this <u>22nd</u> day of <u>February</u>, 2024, is entered into by and between the City of Wenatchee, a municipal corporation, herein called the "City," and Stantec Consulting Services, Inc. hereinafter the "Consultant":

WHEREAS, the City entered into a Professional Services Agreement ("Agreement") with the Consultant on <u>September 4,2023</u> for professional services on the <u>Regional Water Technical Support for Confluence Parkway</u> Project; and

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

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

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

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

I. SERVICES BY CONSULTANT

All services and all duties incidental or necessary thereto, shall be conducted and performed diligently and completely in accordance with professional standards of conduct and performance. The Consultant agrees to accomplish additional services as described in Attachment \underline{A} , if any, and the time to perform all services is December 31, 2024.

II. COMPENSATION

- A. Compensation for completion of the additional services, if any, shall not exceed \$ 24,953, as described in Attachment A.
- B. The total contract amount, including the Professional Services Agreement for \$ 50,000 and this Contract Amendment Number 1 for \$ 24,953 , and Contract Amendment Number 2 for \$ 75,000 shall not exceed \$ 149,953 .
- 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 this Contract Amendment Number _2_, represent the entire and completely integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements either written or oral. Except as modified herein, all provisions within the Agreement shall remain in full force and effect for the services provided under this Amendment. Additional amendments, modifications, or additions to the Agreement may only be made by written instrument properly signed by both parties.

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

CONSULTANT:	CITY OF WENATCHEE:
Ву:	Ву:
Russ Connole, Stantec	Laura Gloria, City Administrator
Date:	Date:



Stantec Consulting Services Inc. 304 W Pacific Ave Ste 360, Spokane, WA 99201

February 9, 2024 File: 2002003170

Attention: Jessica Shaw, Deputy Public Works Director-Utilities City of Wenatchee Department of Public Works 1350 McKittrick Street Wenatchee, Washington 98801

Dear Ms. Shaw,

Reference: Confluence Parkway – Regional Partner Representation On-Going Support Scope of Work & Fee Proposal - Change Order #2

PART 1 - PROJECT UNDERSTANDING

The City of Wenatchee issued a Request for Qualification (RFQ) on May 16, 2023 for Progressive Design Build Services for the Confluence Parkway Project. The Progressive Design-Build ("PDB") service includes the Work to develop a major infrastructure improvement which creates a new roadway connection that begins at the existing intersection of North Miller Street and State Route ("SR") 285/North Wenatchee Avenue, extending north over the Wenatchee River on a new bridge connecting to the U.S. Highway ("US") 2/Euclid Avenue interchange. The Project will provide congestion relief on SR 285 by creating an alternative north/south route, in addition to improving access and safety for bicyclists, pedestrians, and transit operations along the roadway and waterfront. The Work includes but is not limited to planning, management, design, permits, right-of-way ("ROW") and real estate services, and construction of roadways, railroads, and utility infrastructure for the Project.

Stantec has provide technical support for the Regional Partners since September of 2023. The objective of this project is for Stantec continue to provide technical support to the Regional Partners as the Progressive Design Build Project move forward. Stantec will review documents as requested, provide engineering review of design alternatives and impacts to Regional structures, facilitate communication between the Regional Partners and the Design-Build team, provide on-going support and represent the Regional Partners during the progressive design build process for the Confluence Parkway Project.

PART 2 - SCOPE OF SERVICES

Stantec's services under this Agreement will include the tasks listed below. Additional tasks may be requested up to the budget limit.

February 9, 2024 Jessica Shaw Page 2 of 4

Reference: Confluence Parkway – Regional Partner Representation On-Going Support Scope of Work & Fee Proposal - Change Order #2

Task 100 - Project Management

<u>Monthly Invoicing and Reports</u> – Prepare monthly financial tracking information and summary reports regarding the financial status of the project and other items as identified in the PMP. The financial status will be regularly reviewed internally and will be reviewed with the City's PM monthly for up to 3 months. This monthly report will be submitted by email along with monthly invoices.

<u>Project Update Meetings</u> – Stantec will meet with the Regional Partners monthly or as requested to discuss the project, work tasks, schedule, and budget. Stantec in coordination with the Regional Partners will lead these meetings. It is assumed that these are video/teleconference meetings of approximately 30-60 minutes on average. Meeting may be in-person as requested by the Regional Partners.

<u>Project Closeout</u> – Stantec will archive documents, and complete filing and uploading pertinent information to Stantec server archives and to the document repository as requested by the Regional Partners.

Note: Communications will be generally performed via memoranda, e-mail, phone conversations, and meetings with the Regional Partner's and City of Wenatchee, and other City staff as directed.

Task 200 - Document Review

- 1. Review project documents
 - a. Clearance from other utility structures
 - b. Access requirements for operation, maintenance, and future replacement.

Task 300 – Project Coordination

 Participate in project coordination meetings between the Regional partners and the Design-Build team

Task 400 - Engineering Review

- 1. Engineering review of design alternatives and impacts to Regional infrastructures
- 2. Permanent structures over the Regional infrastructure
- 3. Temporary work/trestles
- 4. Pile driving/vibration
- 5. Fill on the south bank
- 6. Other items, as requested

Task 500 - On-going Support

1. Stantec will provide on-going support to the Regional Partners as requested and provide reports and recommendations on various aspects of the Confluence Parkway Project.

February 9, 2024 Jessica Shaw Page 3 of 4

Reference:

Confluence Parkway – Regional Partner Representation On-Going Support Scope of Work & Fee Proposal - Change Order #2

ASSUMPTIONS

- Services requested must fall within the existing or remaining budget for the project. Requested services that go beyond the budget of \$75,000 will required a change order.
- Services requested that require subconsultant services will require a change order.
- Stantec's 2024 billing rates will apply.

PART 3 - SCHEDULE OF SERVICES

The table below summarizes the anticipated schedule for the identified Services predicated upon timely receipt of City-provided information, typical review periods, and active direction during work. City acknowledges that Stantec will not be responsible for impacts to the schedule by events or actions of others over which Stantec has no control.

Task No.	Start Date	Completion Date
1. Project Management	February 19, 2024	December 31, 2-24
2. Document Review	February 19, 2024	December 31, 2-24
3. Project Coordination	February 19, 2024	December 31, 2-24
4. Engineering Review	February 19, 2024	December 31, 2-24
5. On-going Support	February 19, 2024	December 31, 2-24

February 9, 2024 Jessica Shaw Page 4 of 4

Reference:

Confluence Parkway - Regional Partner Representation On-Going Support Scope of Work & Fee Proposal - Change Order #2

BASIS OF FEE

The proposed level of effort for this scope of work is \$75,000, to be billed at time and materials, (plus expenses), not to exceed without prior written approval.

We appreciate the opportunity and look forward to working with City of Wenatchee and the Regional Partners on the Confluence Parkway Project.

Regards,

Stantec Consulting Services Inc.

Russ Connole

Senior Project Manager Phone: 509-934-5114

Rull

Russell.connole@stantec.com



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor

City Council

FROM: Jeremy Hoover, P.E., Senior Engineer, Utilities

Department of Public Works

MEETING DATE: February 22, 2024

I. SUBJECT

Wastewater Treatment Plant Blower Building Improvements – Project No. 2106 Authorization to Negotiate Services with RH2 Engineering & Amend the Project Budget

II. ACTION REQUESTED

Staff recommends the City Council authorize the Mayor to negotiate with RH2 Engineering for SCADA Programming Services for the Wastewater Treatment Plant Blower Building Improvements - Project No. 2106 and further authorize the City Administrator to sign a contract on behalf of the City. Staff further recommends the City Council authorize an amendment to the project budget as detailed below.

III. OVERVIEW

The subject project is replacing the single-speed, high-horsepower motors with new, variable-frequency drive and fan units to provide appropriate air volumes to the aeration diffusers. Electrical panel replacement with associated programming and SCADA improvements will be necessary to accommodate a modern controller network. Replacement of flow control slide gates on the effluent junction box between the aeration basins and the secondary clarifiers is included in the original project scope.

IV. FISCAL IMPACT

This project was included in the 2021, 2022, 2023, and 2024 budgets and is funded by fund 405-Sewer Utility. A total of \$59,037 will be added to the project budget for final system programming and SCADA integration. The construction budget is also modified to account for the increase in the 2024 sales tax rate. This will increase the total project cost to \$1,635,069 as presented to Finance Committee on February 20th and detailed in the attached budget sheet.

V.010224 Page 1

Current Project Budget					
Task	Amount				
Design Engineering	\$277,572				
Construction	\$1,149,503				
Construction Engineering	\$133,000				
Art Fund	\$11,495				
TOTAL	\$ 1,571,190				

Proposed Project Budget						
Task	Amount					
Design Engineering	\$280,966					
Construction	\$1,150,560					
Construction Engineering	\$133,000					
SCADA Programming	\$59,037					
Art Fund	\$11,506					
TOTAL	\$1,635,069					

V. PROPOSED PROJECT SCHEDULE

Delays in the availability of the blower motor equipment has been an ongoing issue. That equipment is expected to ship from the manufacturer at the end of April. Installation of the slide gates is expected to proceed at the beginning of March. Construction completion is expected in mid-summer of 2024 with final programming and systems integration by the end of September.

VI. <u>REFERENCE(S)</u>

Current Project Budget Sheet CPN 2106 Proposed Project Budget Sheet CPN 2106 RH2 SCADA Programming Estimate

VII. <u>ADMINISTRATIVE ROUTING</u>

Tammy McCord, City Clerk
Laura Gloria, City Administrator
Brad Posenjak, Finance Director
Rob Jammerman, Public Works Director
Jessica Shaw, Deputy Public Works Director
Jake Lewing, City Engineer
Nataliann Tutino, Financial Analyst

V.010224 Page 2

Project Number:

2106



September 1, 2023

Capital Project Budget

Project Name:	WWTP Blower Improvements	Dept/Category:	Public Works - Sewer Project
Project Description:	The three air blowers that serve the WWTP aeras		
	are difficult to effectively control and consume v	· · · · · · · · · · · · · · · · · · ·	· ·
	and repair parts are becoming unavailable. This		
	electrical control equipment in the blower building	•	ect will include the replacement of
	the gates between the aeration basins and the se	econdary clarifiers.	

Project Lead:	Jeremy Hoover, P.E.	Start Year:	2021
Assigned Department:	Public Works	End Year:	2024
Original Project Budget:	\$1,389,000	Total City Funding:	\$1,571,569
Budget Amendment:	\$1,571,998	Other Funding:	\$0

Project Notes:

Date:

The "Original Budget" was adopted by City Council on November 17, 2022. Design efforts were completed in February 2023. The project was advertised for bid on February 21, 2023 with bids opened on March 9, 2023. Two contractors, KRCI, LLC & Apollo Inc. submitted bids on the project for \$1,189,178 and \$1,149,503 respectively. Construction is anticipated to be complete in 2024.

	Original	Amondod	Prior				
Project Expenditures by Category	Original Budget	Amended Budget	Years Spent	2024	2025	2025 2026+ 1,000	Project Total
Design Engineering	264,000	278,000	277,572	-			277,572
Right of Way Acquisition							
Construction Contract	1,000,000	1,149,503	35,000	1,114,503			1,149,503
Construction Engineering	115,000	133,000	25,000	107,000	1,000		133,000
Art Fund	10,000	11,495	350	11,145			11,495
Total Project Expenditures	1,389,000	1,571,998	337,922	1,232,648	1,000		1,571,569

		Ovisinal	A	D				
Project Revenues by	y Category	Original Budget	Amended Budget	Prior Years	2024	2025	2026+	Project Total
Fund:	405 - Sewer Utility	793,000	1,571,998	337,922	1,232,648	1,000		1,571,569
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
Total Project Reven	ues	793,000	1,571,998	337,922	1,232,648	1,000		1,571,569

Approved by City Council.	D-t-
Approved by City Council:	



Capital Project Budget

Date:	February 22, 2024		Project Number:		2106		
Project Name:	WWTP Blower Improve	ements	Dept/Category:	Public '	Works - Sewer Project		
Project Description:	The three air blowers that serve the WWTP aeration basin are antiquated, oversized, single-speed units to are difficult to effectively control and consume vast amounts of energy. The blowers are over 30 years of and repair parts are becoming unavailable. This project will replace the oversized motors and outdated electrical control equipment in the blower building. In addition, the project will include the replacement the gates between the aeration basins and the secondary clarifiers.						
Project Lead:		Jeremy Hoover, P.E.	Start Year:		2021		
Assigned Departmen	t:	Public Works	End Year:		2024		
Original Project Budg	get:	\$1,571,570	Total City F	Funding:	\$1,635,069		
Budget Amendment:	:	\$1,635,069	Other Fund	ding:	\$0		

Project Notes:

The current, Approved Budget was adopted by City Council on September 1, 2023. Design efforts were completed in February 2023. The project was advertised for bid on February 21, 2023 with bids opened on March 9, 2023. Two contractors, KRCI, LLC & Apollo Inc. submitted bids on the project for \$1,189,178 and \$1,149,503 respectively. Construction of the blowers and electrical cabinetry is anticipated to be complete in 2024. SCADA Programming to interface the new blower controls with the existing plant system will be required after installation of the new blower assemblies. Costs for that work is included with this budget amendment.

	Approved	Amended	Prior Years Spent	ESTIMATES			
Project Expenditures by Category	Budget Budget			2024	2025	2026+	Project Total
Design Engineering	277,572	280,315	280,315				280,315
Miscellaneous		651	651				651
Construction Contract	1,149,503	1,150,560		1,150,560			1,150,560
Construction Engineering	133,000	133,000	36,696	96,304			133,000
SCADA Programming / Blower Controls		59,037		59,037			59,037
Art Fund	11,495	11,506		11,506			11,506
Total Project Expenditures	1,571,570	1,635,069	317,662	1,317,406			1,635,069

Project Revenues by Category		Approved Amended Prior		Duiou	ESTIMATES			
		Approved Budget	Budget	Prior Years	2024	2025	2026+	Project Total
Fund:	405 - Sewer Utility	1,571,569	1,635,069	317,662	1,317,406			1,635,069
Fund:								
Fund:								
Fund:								
Fund:								
GRANTS:								
Total Project Revenue	Total Project Revenues		1,635,069	317,662	1,317,406			1,635,069

Approved by City Council:	
	Date

EXHIBIT A Scope of Work City of Wenatchee

Blower Building Improvements Programming – CPN 2106 February, 2024

Background

The City of Wenatchee (City) has retained RH2 Engineering, Inc., (RH2) to provide technical support for the Blower Building supervisory control and data acquisition (SCADA) programming improvements, including programmable logic controller (PLC) upgrades. The services outlined herein services support a larger City project to replace two (2) of its blowers. The City is working with Jacobs Solutions, Inc., (Jacobs) for the design, bid, and building of the project. It is anticipated that RH2 and Jacobs will coordinate on the following Scope of Work.

Task 1 – Blower Replacement Programming

Objective: Provide programming services for the Blower Building improvements, including PLC programming, SCADA development, testing, startup, and training.

Approach:

- 1.1 Attend three (3) functional description meetings with the City and Jacobs. *The City will coordinate with Jacobs to attend the meetings.*
- 1.2 Provide software development services for the existing Siemens PLC controllers at the Blower Building.
- 1.3 Provide SCADA development services for the Blower Building improvements. *Development will be for the City's existing AVEVA InTouch application.*
- 1.4 Provide technical support during field testing for PLC and SCADA software and communications equipment. Attend startup and commissioning. Develop associated reporting. RH2 assumes that Jacobs and the City will be on-site during startup and commissioning to verify the functional operation of the PLC meets the descriptions identified.
- 1.5 Prepare documentation materials of the PLC and SCADA systems for operations and maintenance (O&M) of the system. Provide up to eight (8) hours of on-site training for City operators. Training will be based on O&M material, programming, communications, and software aspects of the system utilizing the O&M manual as a training aid.
- 1.6 Maintain project files and perform ongoing client communications and monthly billing.
 Assumptions:
 - RH2 will rely upon the accuracy and completeness of information, data, and materials generated or produced by the City, or others in relation to this Scope of Work. RH2 assumes that the entity providing such information to RH2 is either the owner of such information or has obtained written authorization from the owner to distribute said information.

- Documents will be delivered to the project team members in electronic format via a secure communications website.
- Task 1 services will be performed up to the amount included in the attached Fee Estimate. Additional effort, if needed, will be mutually determined by the City and RH2.

Provided by City:

- Attendance at three (3) functional description meetings.
- Coordination with Jacobs to attend the three (3) functional description meetings.

RH2 Deliverables:

- Attendance at three (3) functional description meetings.
- Attendance at the testing, startup, and commissioning for the Blower Building.
- PLC and SCADA system O&M materials in electronic PDF.
- Digital copies of the PLC and SCADA programs.
- Up to eight (8) hours of training for City staff.

Project Schedule

Notice to Proceed is anticipated to occur in March with completion by late summer 2024.

EXHIBIT B

Fee Estimate
City of Wenatchee
Blower Building Improvements Programming – CPN 2106
Nov-24

Description		Total Hours	Т	Total Labor		Total Expense		Total Cost	
Task 1	Blower Replacement Programming	255	\$	55,568	\$	3,469	\$	59,037	
1.1	Attend Jacobs and City Function Description Meetings (3)	26	\$	6,020	\$	151	\$	6,171	
1.2	Provide PLC Program Development	36	\$	8,608	\$	215	\$	8,823	
1.3	Provide SCADA Development	26	\$	5,184	\$	130	\$	5,314	
1.4	On-site Testing and Startup	128	\$	27,728	\$	1,973	\$	29,701	
1.5	Training with Operators and O&M Documentation	36	\$	7,488	\$	987	\$	8,475	
1.6	Project Management	3	\$	540	\$	14	\$	554	
	PROJECT TOTAL	255	\$	55,568	\$	3,469	\$	59,037	

EXHIBIT C RH2 ENGINEERING, INC. 2024 SCHEDULE OF RATES AND CHARGES

	LE OF RATES AND CHAR	
RATE LIST	RATE	UNIT
Professional I	\$166	\$/hr
Professional II	\$182	\$/hr
Professional III	\$202	\$/hr
Professional IV	\$223	\$/hr
Professional V	\$237	\$/hr
Professional VI	\$256	\$/hr
Professional VII	\$274	\$/hr
Professional VIII	\$285	\$/hr
Professional IX	\$303	\$/hr
Technician I	\$129	\$/hr
Technician II	\$142	\$/hr
Technician III	\$160	\$/hr
Technician IV	\$174	\$/hr
Technician V	\$191	\$/hr
Technician VI	\$209	\$/hr
Technician VII	\$227	\$/hr
Technician VIII	\$237	\$/hr
Control Specialist I	\$167	
	•	\$/hr
Control Specialist II	\$183	\$/hr
Control Specialist III	\$203	\$/hr
Control Specialist IV	\$224	\$/hr
Control Specialist V	\$237	\$/hr
Control Specialist VI	\$256	\$/hr
Control Specialist VII	\$270	\$/hr
Control Specialist VIII	\$281	\$/hr
Control Specialist IX	\$281	\$/hr
Control Technician I	\$129	\$/hr
Control Technician II	\$142	\$/hr
Control Technician III	\$160	\$/hr
Control Technician IV	\$174	\$/hr
Control Technician V	\$191	\$/hr
Control Technician VI	\$209	\$/hr
Control Technician VII	\$227	\$/hr
Control Technician VIII	\$237	\$/hr
Administrative I	\$86	\$/hr
Administrative II	\$101	\$/hr
Administrative III	\$118	\$/hr
Administrative IV	\$141	\$/hr
Administrative V	\$166	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Night Work	10.00%	% of Direct Labor
	10.0070	price per mile
Mileage	current IRS rate	(or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	0030
Outside Sel VICES	ai tusi	<u> </u>