



WENATCHEE CITY COUNCIL

Thursday, May 9, 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

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 and vouchers, and minutes from previous meetings.*

Vouchers:

Payroll distribution (retirees) in the amount of \$11,589.26 dated 4/19/2024

Claim checks #300001 through #300179 in the amount of \$2,441,598.22 dated 4/4/2024 – 4/19/2024

Wires #1-3 and claim checks #300180 through #300275 in the amount of \$1,488,834.52 dated 4/20/2024 – 4/25/2024

Claim checks #300276 through #300362 in the amount of \$558,568.64 dated 4/26/2024 – 5/3/2024

Benefits/deductions in the amount of \$1,099,406.19 dated 4/30/2024

Payroll distribution in the amount of \$16,749.86 dated 5/2/2024

Payroll distribution in the amount of \$653,170.88 dated 5/3/2024

- *Motion for City Council to accept the work performed by the contractor, Allied Trenchless, LLC, on the small works CIPP Project No. SW23-03, and further authorize the City Administrator to sign the Final Contract Voucher Certification on behalf of the City of Wenatchee.*

4. Presentations

- Employee Years of Service Milestone Awards
- Police Week Proclamation
- Public Works Week Proclamation
- Historic Preservation Month Proclamation
- Common Ground Update – Thom Nees

5. Action Items

- A.** Introduction of Current Salary Commission Members and Resolution to Reappoint Lorna Klemanski
Presented by Human Resources Director Kari Page
Action Requested: *Motion for City Council to pass Resolution No. 2024-08, confirming the reappointment of Lorna Klemanski to Position One on the Salary Commission Salary Commission Reappointment.*
- B.** Subordination agreement for property located at 1101 and 1105 Red Apple Road
Presented by Community Development Assistant Director Stephen Neuenschwander
Action Requested: *Motion for City Council to authorize the City Administrator to sign a subordination agreement between the City and requestors GCP ELEVEN01 LLC, a Delaware limited liability company, ACV WENATCHEE, LLC, a Delaware limited liability company, and ACV LA ROSA, LLC, a California limited liability company.*
- C.** Financial Policy Updates
Presented by Finance Director Brad Posenjak
Action Requested: *Motion for City Council to adopt Resolution 2024-14 amending Section 1.2.01 of the City Financial Policy and Procedure Manual.*
- D.** Resolution 2024-15 Emergency Declaration for Fifth and Emerson Stormwater Main Repair
Presented by Deputy Public Works Director Jessica Shaw
Action Requested: *Motion requested for the City Council to pass Resolution No. 2024-15 declaring an emergency to repair the stormwater main in Fifth Street and authorize the Mayor's signature.*
- E.** City Project 2310– Roosevelt Utility Improvements
Legal Contract Agreement and Authorization to Sign Funding Agreement
Presented by Utility Planner Darci Ronning
Action Requested: *Motion for City Council to approve the Public Works Board Legal Contract Agreement for the Roosevelt Utility Improvements project, project number 2310 and authorize the City Administrator to sign the agreement.*
- F.** City Project 2101 – Ninth Street Basin Water Quality Retrofit Authorization to Award Construction Contract
Presented by Utility Planner Darci Ronning
Action Requested: *Motion for City Council to award the construction contract for the Ninth Street Basin Water Quality Retrofit, City Project No. 2101, to the lowest responsive bidder J & K Earthworks, LLC and authorize the Mayor to sign the contract documents.*

6. Public Hearing Items

The Mayor will call the Public Hearing to order and state the ground rules, the purpose of the hearing, the action that the hearing body may take on the matter, will address the appearance of fairness doctrine, and will state the manner in which the hearing will proceed. Staff will first give a report, followed by testimony of experts and/or the applicant, followed then by public testimony. All speakers must speak into the microphone and clearly state their names and addresses. All comments should be addressed to the hearing body, should be relevant to the application, and should not be of a personal nature. Public testimony may be limited to three minutes, unless further time is granted by the Mayor. If there are a large number of speakers, a representative may be appointed to speak on behalf of the group.

G. Right-of-Way Vacation of a Portion of North Columbia Street

Presented by Public Works Director Rob Jammerman

Action Requested: *Motion for City Council to approve Ordinance No. 2024-07, vacating a portion of North Columbia Street.*

7. Executive Session.

Executive session to consider the acquisition of real estate by purchase when public knowledge regarding such consideration would cause a likelihood of increased price (RCW 42.30.110(1)(b)); the minimum price for which real estate will be offered for sale when public knowledge regarding such consideration would cause a likelihood of decreased price (RCW 42.30.110(1)(c)); and to evaluate the qualifications of applicants for public employment (RCW 42.30.110(g));

Action Requested: *Motion for City Council to meet in executive session for a time period not to exceed 30 minutes, with legal counsel present, to consider the acquisition of real estate by purchase when public knowledge regarding such consideration would cause a likelihood of increased price (RCW 42.30.110(1)(b)); the minimum price for which real estate will be offered for sale when public knowledge regarding such consideration would cause a likelihood of decreased price (RCW 42.30.110(1)(c)); and to evaluate the qualifications of applicants for public employment (RCW 42.30.110(g)).*

H. Action Requested: *Motion for the City Council to authorize the City Administrator to execute purchase and sale agreement for property at 135 S Chelan after review of documents by City Attorney.*

8. Reports

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

9. 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).



DRAFT

WENATCHEE CITY COUNCIL

Thursday, April 25, 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 4 Travis Hornby; Councilmember District 5 Charlie Atkinson; Councilmember At-Large "A" Linda Herald; Councilmember At-Large "B" Keith Huffaker

Staff Present: City Administrator Laura Gloria; City Attorney Danielle Marchant; City Clerk Tammy McCord; IT Support Tim McCord; Deputy Public Works Director Jessica Shaw; Utility Planner Darci Ronning; WWTP Supervisor Mike Hodgson; Project Engineer Nicole Brockwell; Community Development Director Glen DeVries; Finance Director Brad Posenjak; Public Works Director Rob Jammerman

5:15 p.m. Regular Meeting

1. Call to Order, Pledge of Allegiance, and Roll Call. Mayor Mike Poirier called the meeting to order at 5:15 p.m. Councilmember Chelsea Ewer led the Pledge of Allegiance. Councilmember Jose Cuevas was absent.

Motion by Councilmember Travis Hornby to excuse the absence of Councilmember Jose Cuevas. Councilmember Top Rojanasthien seconded the motion. Motion carried (6-0).

2. Citizen Requests/Comments

Tim Lykken addressed the Council with concerns about how the roadway is currently marked on Orondo Street off of South Chelan to Methow Street.

Joshua James, 614 Okanogan Avenue, address his concerns regarding Planned Parenthood being located in his neighborhood.

3. Consent Items

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

Vouchers:

Payroll distribution in the amount of \$12,374.00 for April 5, 2024

Payroll distribution in the amount of \$452.17 for April 9, 2024

Payroll distribution in the amount of \$459,590.00 for April 19, 2024

- *Resolution 2024-12, appointing McKenna Sax as a voting member to the Code Enforcement Board.*
- *Resolution 2024-13, appointing Cynthia Volyn as a member to the Historic Preservation Board.*

Motion by Councilmember Keith Huffaker for City Council to approve agenda, vouchers and revised minutes from previous meetings, Resolution 2024-12, appointing McKenna Sax as a voting member to the Code Enforcement Board, and Resolution 2024-13, appointing Cynthia Volyn as a member to the Historic Preservation Board. Councilmember Travis Hornby seconded the motion. Motion carried (6-0).

4. Presentations

- Dahlia Proclamation read by Councilmember Travis Hornby and presented to members of the local Dahlia Association.
- Poppy Days Proclamation read by Councilmember Charlie Atkinson. Poppy Princes Reiko read a speech and the poem “In Flanders Fields” and distributed poppies to those in attendance.

5. Action Items

- A.** Wastewater Treatment Plant Digesters and Boiler Upgrades, Project No. 2305
Authorization to Award Design Contract to Jacobs Engineering

Wastewater Treatment Plant Supervisor Mike Hodgson presented the staff report. Council asked questions.

Motion by Councilmember Top Rojanasthien for City Council to award the design contract for the Wastewater Treatment Plant Digesters and Boiler Upgrades, Project No. 2305, to Jacobs Engineering in the amount of \$624,000 and authorize the City Administrator to sign the Professional Service Contract for the design on behalf of the City. Councilmember Charlie Atkinson seconded the motion. Motion carried (6-0).

- B.** Sale of a Portion of Regional Property for Douglas County Transportation Project

Deputy Public Works Director Jessica Shaw presented the staff report.

Motion by Councilmember Keith Huffaker for City Council to approve the offer from Douglas County to purchase a portion of the Regional Well No. 7 property for right-of-way and authorize the Mayor's signature on the real estate transaction documents. Councilmember Chelsea Ewer seconded the motion. Motion carried (6-0).

- C. City Project 2101 – Ninth Street Basin Water Quality Retrofit Agreements with Wenatchee Valley College for Approval

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

Motion by Councilmember Top Rojanasthien for City Council to approve the Stormwater Easement, Interlocal Agreement for construction of Stormwater Retention Lower Wells Parking Lot, and the Stormwater Operations and Maintenance Agreement with the Wenatchee Valley College and authorize the Mayor to sign the easement and Stormwater Operations and Maintenance Agreement and the City Administrator to sign the interlocal agreement. Councilmember Travis Hornby seconded the motion. Motion carried (6-0).

- D. City Project 2307 – Generators for Critical Water Infrastructure Resiliency Legal Contract Agreement for Hazard Mitigation Grant 5395-12-R

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

Motion by Councilmember Travis Hornby for City Council to approve the Legal Contract Agreement for Hazard Mitigation Grant 5395-12-R for Generators for Critical Water Infrastructure Resiliency and authorize the City Administrator to sign the agreement. Councilmember Linda Herald seconded the motion. Motion carried (6-0).

- E. City Project 0623/1615/1919 – McKittrick Street (North Wenatchee Ave to BNSF) Authorization to Approve Supplement

Project Engineer Nicole Brockwell presented the staff report.

Motion by Councilmember Linda Herald for City Council to approve of and authorize the City Administrator to execute Supplement #3 with KPG Psomas for construction engineering services for the McKittrick Street (North Wenatchee Ave to BNSF) Project, City Project Nos. 0623, 1615, and 1919. Councilmember Chelsea Ewer seconded the motion. Motion carried (6-0).

6. Reports

- a. Mayor's Report. The Mayor reported on the following:
- (1) The Mayor attended the "Chief for a Day" event today which is the kick-off to the Apple Blossom Festival.
 - (2) Earlier today he and staff toured Parkside with Commerce Director Mike Fong.
 - (3) The City's first community newsletter went out last week.
 - (4) Groundbreaking for the Wenatchee Convention Center project is scheduled for Monday, May 6 at 2:00 p.m.

b. Reports/New Business of Council Committees

Councilmember Linda Herald reported that the Misawa delegation will be arriving on Wednesday, May 1 at 3:30 p.m. She invited everyone to attend and also to attend the dinner afterwards at the Senior Center, she will be catering the event. The farewell dinner is on Sunday, May 5 at the Museum.

Councilmember Travis Hornby reported that he attended some of the Flywheel conference events and it was exciting to have this event in Wenatchee.

7. Announcements. None.

8. Close of Meeting. The meeting adjourned at 6:02 p.m.

Mike Poirier, Mayor

Tammy McCord, City Clerk



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: Adam Nealy, Storm/Sewer Supervisor
Public Works Department

MEETING DATE: May 9, 2024

I. SUBJECT

Small Works City Project No. SW23-03 – CIPP Project, Final Acceptance

II. ACTION REQUESTED

Staff Recommends the City Council accept the work performed by the contractor, Allied Trenchless, LLC, on the small works CIPP Project No. SW23-03, and further authorize the City Administrator to sign the Final Contract Voucher Certification on behalf of the City of Wenatchee.

III. OVERVIEW

CIPP (cure in place pipe) is a trenchless technology that will use the existing (host) pipe to form a new epoxy and fiberglass reinforced liner to extend the life of our sewer and storm conveyance system. This technology has been proven over the last fifty years to be a cost-effective way to rehabilitate sewer and stormwater systems. This project lined 2,645 feet of 8" Clay sewer mains and 293 feet of 36" CMP stormwater main with one change order addition to utilize already purchased liner material left over from a repair at the WWTP to line 100 feet of additional stormwater main.

IV. FISCAL IMPACT

The project is being funded with utility funds, 41% from the storm drain utility (410) and 59% from the sewer utility fund (405) for a total contract cost of \$340,423.37.

Agenda Report to Mayor and City Council
May 9, 2024
Page #2

V. REFERENCE(S)

1. Final Acceptance Document
2. Change Order to use WWTP extra liner
3. Project Area Map
4. Before and after Pictures

VI. ADMINISTRATIVE ROUTING

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



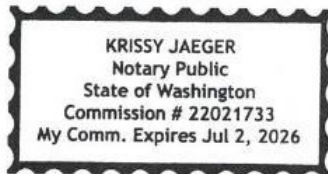
**City of Wenatchee
Department of Public Works**

**Final Contract
Voucher Certificate**

Contractor: Allied Plumbing & Pumps LLC DBA Allied Trenchless			
Street Address: 2131 N Wenatchee Ave			
City: Wenatchee	State: WA	Zip: 98801	Date: 4-22-2024
City Project Number SW23-03	Federal-Aid Project Number N/A	Highway Number N/A	
Job Title: CIPP (cure in place pipe) Project			
Date Work Physically Completed: 4-4-2024		Final Amount: \$340,423.37	

Contractor's Certification

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



Ronald Smiley
Contractor Authorized Signature Required

Ronald Smiley

Type Signature Name

Subscribed and sworn to before me this 23rd day of April 20 24

X Krissy Jaeger Notary Public in and for the State of Washington,
residing at Cashmere, WA

City of Wenatchee

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

X _____
Mayor/or Designee

Date of Acceptance

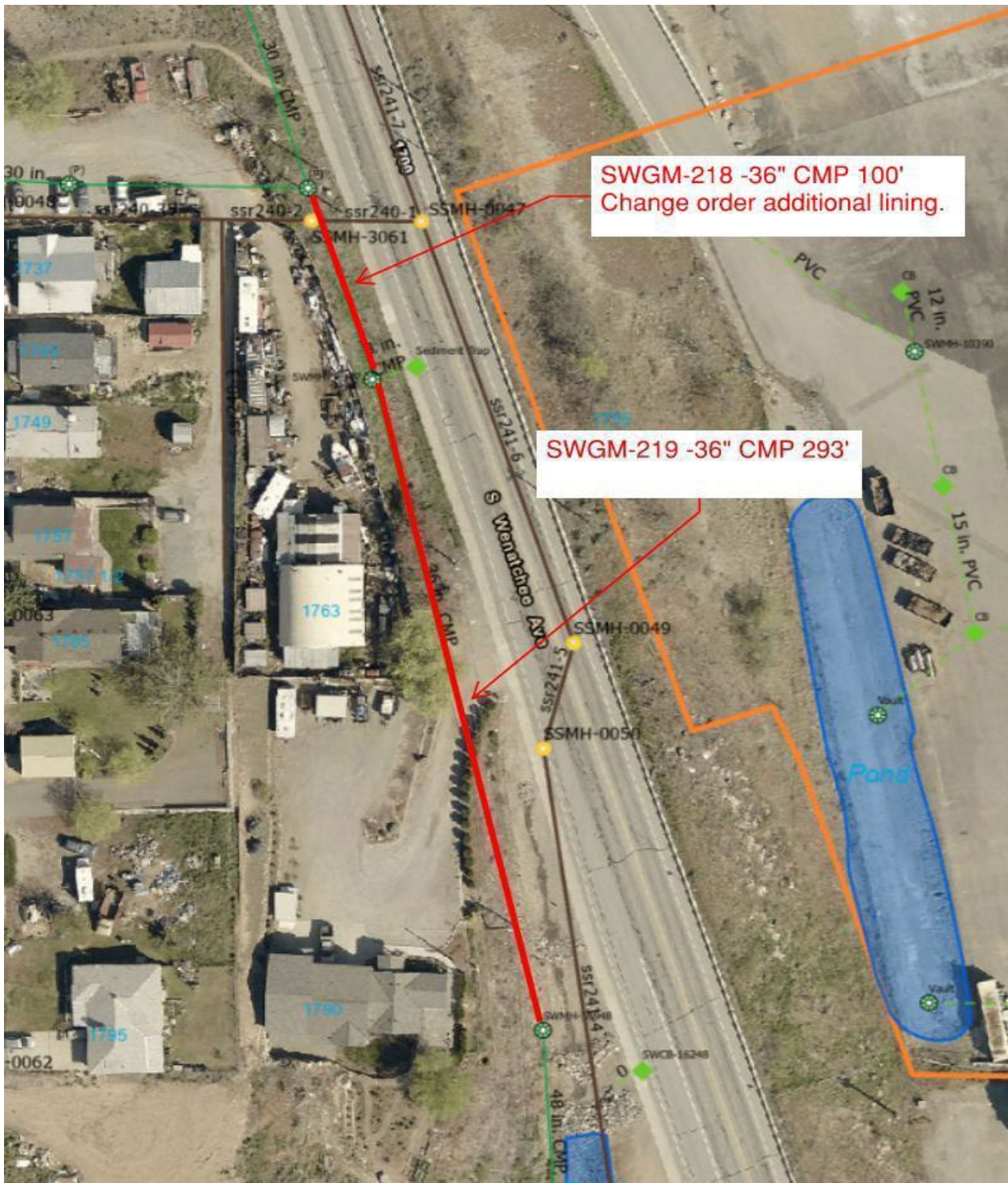
Apple Capital of the World

Project Area Map Exhibits:



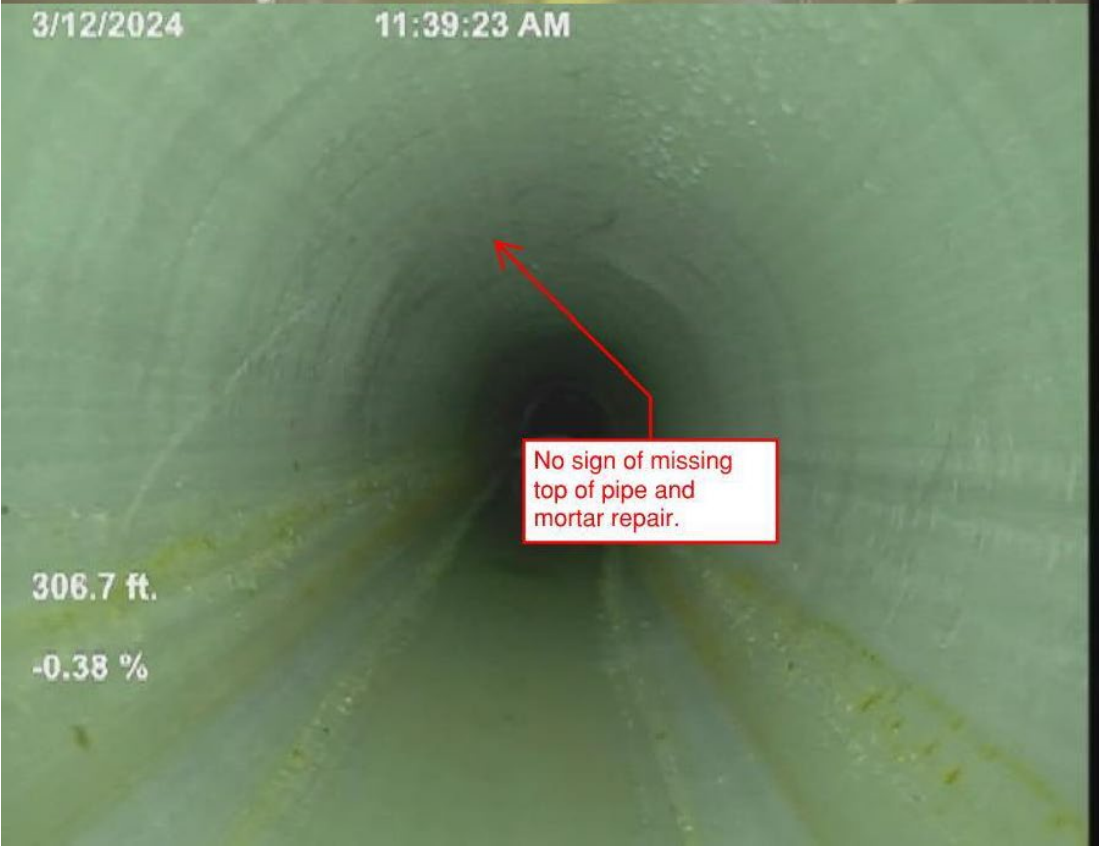






Before and after Pictures: 500 Block Walker St, Asset name **ssr238-3**.





South of Terminal Street on South Wenatchee Ave, **Asset name SWGM-218**



3/13/2024

12:38:47 PM

Small depression visible where hole is in host pipe at 15.4 feet. Structural liner is 9mm thick.

10.3 ft.

-5.66 %

Pipe surface is now smooth and very corrosion resistant.

Distance: 96.6 ft.

Lateral -

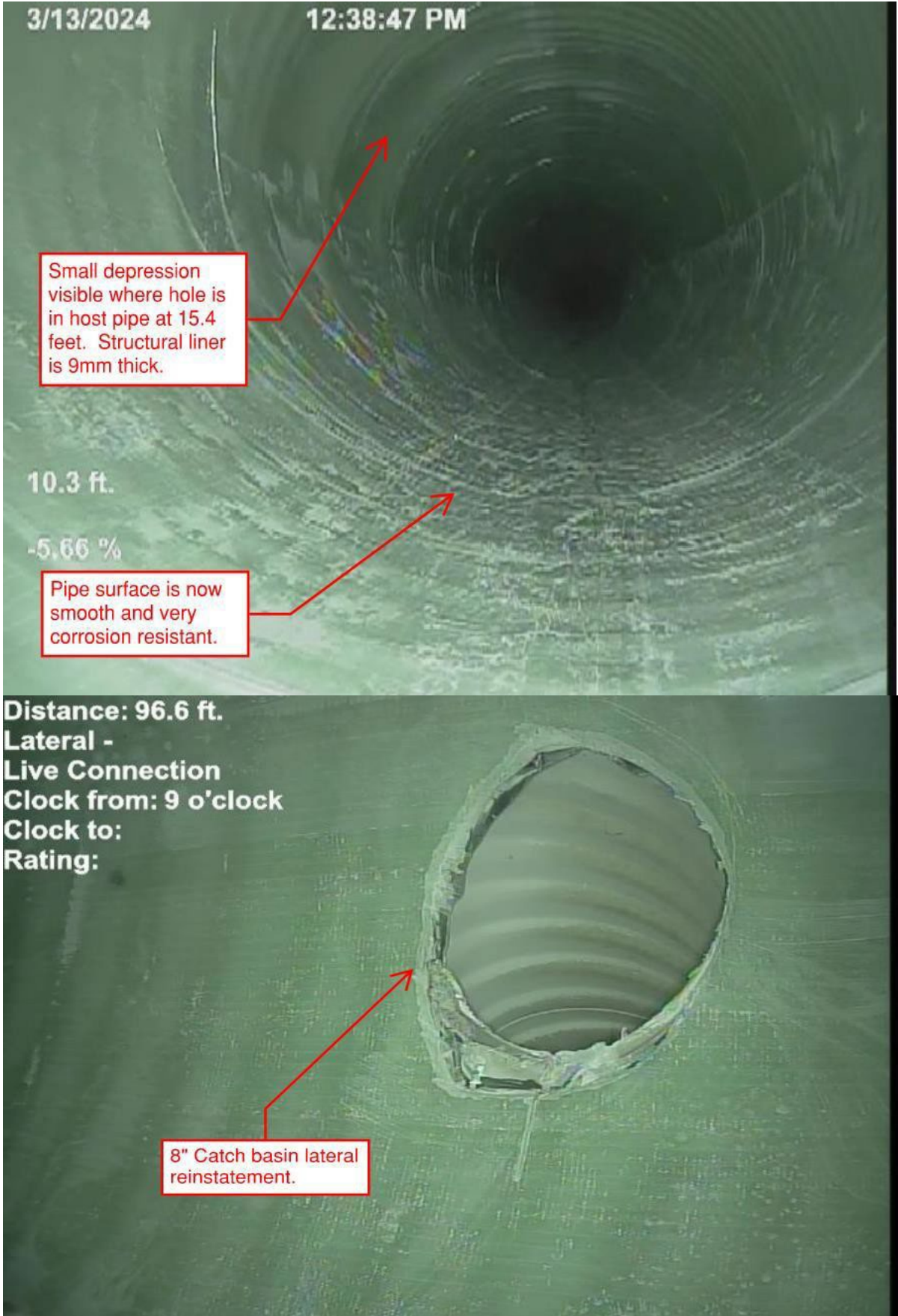
Live Connection

Clock from: 9 o'clock

Clock to:

Rating:

8" Catch basin lateral reinstatement.





CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council Members

FROM: Kari Page, Director of Human Resources

MEETING DATE: **May 9, 2024**

I. SUBJECT

Years of Service Milestones. We congratulate the following employees and extend our sincere gratitude for their dedication and many contributions to City of Wenatchee success.

II. OVERVIEW

30 Years

Tina Erwert	Police Records Specialist I	PD	01/20/94
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25 Years

Edgar Reinfeld	Police Captain	PD	05/01/99
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10 Years

Gary Bryant	Police Sergeant	PD	02/18/14
Brian Smiddy	Utility Worker – Water	PW	04/01/14

5 Years

Ruth Traxler	Principal Planner	CD	01/02/19
Lorenzo Cornelio	Police Officer	PD	01/24/19
Lukas Lee	Maintenance Worker II – Streets	PW	03/18/19
Kelly Weatherman	Police Records Specialist I	PD	05/15/19

III. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Laura Gloria, City Administrator
Brad Posenjak, Finance Director



PROCLAMATION

Proclamation to Designate May 12-18, 2024 as National Police Week

In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls as National Police Week; and

WHEREAS: The members of the Wenatchee Police Department play an important role in safeguarding the rights and freedoms of the citizens of our community; and

WHEREAS: It is important that all citizens know and understand the problems, duties, and responsibilities of their police department, and that the members of our department recognize their duty to serve the people by safeguarding life and property, protecting them against violence or disorder, and protecting the innocent against deception and the weak against oppression or intimidation, and

WHEREAS: Our police department has grown to be a modern and professional law enforcement agency which unceasingly provides a vital public service;

NOW, THEREFORE, I, Mike Poirier, Mayor of the City of Wenatchee, do recognize the week of May 12-18, 2024, as National Police Week and further extend appreciation to our Police Chief Steve Crown and to all Law Enforcement for the vital services they perform and their exemplary dedication to the community they serve.



IN WITNESS WHEREOF, I hereby set my hand and cause the seal of the City of Wenatchee to be affixed on this 9th day of May, 2024.

/s/ Mike Poirier
MIKE POIRIER, Mayor



NATIONAL PUBLIC WORKS WEEK PROCLAMATION
May 19-25, 2024
“Advancing Quality of Life for All”

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Wenatchee, Washington; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Wenatchee to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, I, Mike Poirier, do hereby designate the week of May 19-25, 2024 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.



N WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Wenatchee to be affixed on this 9th day of May, 2024.

/s/ Mike Poirier
MIKE POIRIER, Mayor

Proclamation

WHEREAS, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people.

NOW, THEREFORE, I, Mike Poirier, Mayor of the City of Wenatchee do hereby proclaim the month of May as:

NATIONAL HISTORIC PRESERVATION MONTH

in the City of Wenatchee, and I urge all people in our community to join me in recognizing historic places for the purpose of instilling national and community pride, promoting heritage and the social and economic benefits of historic preservation.

IN WITNESS WHEREOF, I hereby set my hand and cause the seal of the City of Wenatchee to be affixed on this 9th day of May, 2024.

/s/ Mike Poirier
Mike Poirier, Mayor



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: Kari Page, Director of Human Resources

MEETING DATE: May 9, 2024

I. SUBJECT

- a. Introduction of current Salary Commission members:

<u>Position</u>	<u>Member</u>	<u>Term Expiration</u>
Position One	Lorna Klemanski	August 30, 2024
Position Two	Darrell Dickeson, Chair	August 30, 2025
Position Three	Craig Larsen	August 30, 2026

- b. Resolution to reappoint Lorna Klemanski, as authorized in Wenatchee City Code Chapter 1.62.

II. ACTION REQUESTED

Motion requested for the City Council to pass Resolution No. 2024-08, confirming the reappointment of Lorna Klemanski to Position One on the Salary Commission.

III. OVERVIEW

The Salary Commission reviews, establishes and adjusts the salaries for the Councilmembers of the City in compliance with RCW 35.21.015 and WCC 1.62.040. The Salary Commission was created in 2023. Initial Salary Commission member terms are staggered at one-year, two-years and three-years. Members may serve a maximum two terms. Lorna Klemanski is currently serving a one-year term. This reappointment will be her 2nd and final term on the Salary Commission, expiring August 30, 2027.

IV. FISCAL IMPACT

Members shall serve without compensation.

IV. REFERENCE(S)

- a. Resolution No. 2024-08.

VI. ADMINISTRATIVE ROUTING

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

RESOLUTION NO. 2024-08

A RESOLUTION, of the City of Wenatchee, Washington confirming the reappointment of Lorna Klemanski to the Salary Commission for an additional term.

WHEREAS, the City of Wenatchee has created a Salary Commission as authorized in Wenatchee City Code Chapter 1.62; and

WHEREAS, Lorna Klemanski currently serves as a member on the Salary Commission wherein her appointment will expire August 30, 2024; and

WHEREAS, Lorna Klemanski has applied to be reappointed to the Salary Commission for her second and final term per WCC 1.62.040(1); and

WHEREAS, Lorna Klemanski continues to be qualified to serve as a member of the Salary Commission; and

WHEREAS, Mayor Mike Poirier has reappointed Lorna Klemanski to the Salary Commission and recommends that the City Council confirm the reappointment pursuant to WCC 1.62.040.

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

Section 1. Confirmation of Reappointment. The City Council hereby confirms the following reappointment to the Salary Commission:

NAME & ADDRESS
Lorna Klemanski
1310 Castlerock Ave.
Wenatchee, WA 98801

TERM BEGINS
September 1, 2024

TERM EXPIRES
August 30, 2027

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

ADOPTED by the City Council of the City of Wenatchee, Washington, this 9th day of May, 2024.

CITY OF WENATCHEE, a Municipal Corporation

By _____
MIKE POIRIER, Mayor

ATTEST:

By _____
TAMMY L. McCORD, City Clerk

APPROVED AS TO FORM:

By _____
DANIELLE R. MARCHANT, City Attorney



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: Stephen Neuenschwander, Assistant Director
Community Development

MEETING DATE: May 2, 2024

I. SUBJECT

Subordination agreement for property located at 1101 and 1105 Red Apple Road.

II. ACTION REQUESTED

A request to authorize the City Administrator to sign a subordination agreement between the City and requestors GCP ELEVEN01 LLC, a Delaware limited liability company, ACV WENATCHEE, LLC, a Delaware limited liability company, and ACV LA ROSA, LLC, a California limited liability company.

III. OVERVIEW

The City Council authorized a Multi-Family Tax Exemption agreement for the 84-unit multi-family development at 1101 and 1105 Red Apple Road in 2023. The agreement was signed and recorded with the Chelan County Auditor. The multi-family development project was completed and a final certificate of exemption was issued by the city and recorded with the Chelan County Auditor.

The property is for sale and as a condition of making the loan, the lender is requiring that the lien of the mortgage be superior to the lien of the regulatory or MFTE agreement. Signing the subordination agreement does not negate nor negatively impact the ability for the property owners to qualify for and receive the MFTE.

IV. FISCAL IMPACT

No direct impacts to the City budget.

V. PROPOSED PROJECT SCHEDULE

May 9, 2024: Authorize the City Administrator to sign the loan subordination agreement

VI. REFERENCE(S)

Loan subordination agreement

VII. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Laura Gloria, City Administrator
Brad Posenjak, Finance Director

Prepared by, and after recording
return to:

Cassin & Cassin LLP
711 Third Avenue, 20th Floor
New York, New York 10017
Attn: Recording Department

County: Chelan

SUBORDINATION AGREEMENT

GOVERNMENTAL ENTITY

Governmental Entity: **CITY OF WENATCHEE, WASHINGTON**, a
Washington municipal corporation

Borrower: **GCP ELEVEN01 LLC**, a
Delaware limited liability company,
ACV WENATCHEE, LLC, a
Delaware limited liability company, and
ACV LA ROSA, LLC, a
California limited liability company,
as Tenants-in-Common

Lender: **JLL REAL ESTATE CAPITAL, LLC**, a
Delaware limited liability company

Legal Description
Abbreviated: _____

Additional legal description is on Page A-1 of this document.

Assessor's Tax Parcel ID #: _____

**SUBORDINATION AGREEMENT GOVERNMENTAL ENTITY FOR REGULATORY
AGREEMENT
REGULATORY AGREEMENT ONLY/NO SUBORDINATE DEBT**

THIS SUBORDINATION AGREEMENT FOR REGULATORY AGREEMENT (this “**Agreement**”) is effective as of the __ day of _____, 2024, by the **CITY OF WENATCHEE, WASHINGTON**, a municipal corporation under the laws of the State of Washington (“**Governmental Entity**”), and **GCP ELEVEN01 LLC**, a Delaware limited liability company, **ACV WENATCHEE, LLC**, a Delaware limited liability company, and **ACV LA ROSA, LLC**, a California limited liability company, as Tenants-in-Common (individually and collectively, “**Borrower**”), for the benefit of **JLL REAL ESTATE CAPITAL, LLC**, a Delaware limited liability company, its successors and assigns (“**Lender**”).

RECITALS:

A. Simultaneously herewith Lender is making a loan to Borrower in the original principal amount of \$_____ (“**Loan**”) pursuant to a Multifamily Loan and Security Agreement between Lender and Borrower (as supplemented or amended from time to time, the “**Loan Agreement**”) and evidenced by a Multifamily Note by Borrower to Lender (as supplemented or amended from time to time, the “**Note**”). The Loan is to be secured by a Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing that will be recorded among the records of Chelan County, State of Washington (“**Official Records**”) (as supplemented or amended from time to time, the “**Mortgage**”) of certain improved real property located in Chelan County, State of Washington, as more particularly described on Exhibit A attached hereto (“**Property**”). The Loan Agreement, the Note and the Mortgage, together with all other documents executed with respect to the Loan, are hereinafter collectively referred to as the “**Loan Documents**”.

B. In connection with the construction and development of the Property, Borrower’s predecessor entered into a certain Multifamily Housing Limited Property Tax Exemption Agreement dated as of July 21, 2023 and July 27, 2023 (“**Regulatory Agreement**”) in favor of the Governmental Entity, which was recorded on August 14, 2023 as AFN# 2584971 in the Official Records of Chelan County, State of Washington, pursuant to which the Property was subjected to certain restrictions by Governmental Entity.

C. As a condition to making the Loan, Lender requires that the lien of the Mortgage be superior to the lien of the Regulatory Agreement. Lender will not make the Loan unless Governmental Entity and Borrower agree to subordinate their rights and obligations under the Regulatory Agreement.

E. Borrower and Governmental Entity hereby agree to subordinate the Regulatory Agreement on and subject to the terms, conditions and requirements set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into this Agreement as agreements among the parties.

2. Subordination. The Governmental Entity hereby agrees that the Regulatory Agreement is and shall at all times continue to be, subordinate, subject and inferior to the rights of Lender under the Loan Documents and that the liens, rights (including approval and consent rights), remedies, payment interests, priority interests, and security interests granted to Governmental Entity pursuant to or in connection with the Regulatory Agreement are hereby expressly acknowledged to be in all respects and at all times, subject, subordinate and inferior in all respects to the liens, rights (including approval and consent rights), remedies, payment, priority and security interests granted to Lender pursuant to the Loan Documents and the terms, covenants, conditions, operations and effects thereof. Notwithstanding the above, Governmental Entity may exercise the remedies of specific performance or injunctive relief at any time in the event of a default under or breach of the terms of the Regulatory Agreement.

3. Financing, Encumbrance and Transfer Approval. Governmental Entity hereby approves and acknowledges the transfer of the Property to Borrower and the financing evidenced by the Mortgage. Governmental Entity further agrees that any transfer of the Property in connection with foreclosure of the Mortgage or a deed in lieu thereof shall not require Governmental Entity's consent but shall require notice to Governmental Entity.

4. Intentionally Omitted.

5. Lender Notice of Default. In consideration of Governmental Entity's agreements contained in this Agreement, Lender agrees that in the event of any default by Borrower under the Loan Documents, Governmental Entity shall be entitled to receive a copy of any notice of default given by Lender to Borrower under the Loan Documents. Neither the giving nor the failure to give a notice to Governmental Entity pursuant to this Section 5 will affect the validity of any notice given by Lender to the Borrower.

6. Governmental Entity Notice of Default. Governmental Entity shall give Lender a concurrent copy of each material notice (including without limitation each notice of default) given by Governmental Entity under or with respect to the Regulatory Agreement, and agrees that Lender, at Lender's sole election, shall have the right (but not the obligation) to cure any default by Borrower under the Regulatory Agreement on its and/or Borrower's behalf. Governmental Entity hereby represents that, to the best of its knowledge, there is no current default under the Regulatory Agreement.

7. Governmental Entity's Rights. Except as set forth in Sections 2 and 8 of this Agreement, nothing in this Agreement is intended to abridge or adversely affect any right or obligation of Borrower and/or Governmental Entity, respectively, under the Regulatory Agreement; provided that, (A) the Regulatory Agreement may be released but it may not be

modified, amended, changed or otherwise altered without the prior written consent of Lender so long as the Loan is secured by the Property and (B) for so long as the Loan is secured by the Property, notwithstanding the terms of the Regulatory Agreement to the contrary, neither Borrower nor Governmental Entity will, without Lender's prior written consent, exercise or seek any right or remedy under the Regulatory Agreement or available at law or in equity which will or could result in (i) a transfer of possession of the Property or the control, operations or management thereof, (ii) the collection or possession of rents or revenues from or with respect to the Property by any party other than Borrower or Lender; (iii) appointment of a receiver for the Property; (iv) the application of insurance or condemnation proceeds other than as approved by Lender pursuant to the Loan Documents; (v) the removal or replacement of the existing property manager of the Property; or (vi) a material adverse effect on Lender's security for the Loan. Cancellation by Governmental Entity of Borrower's Certificate of Tax Exemption for breach of the Regulatory Agreement shall not constitute "a material adverse effect on Lender's security for the Loan", nor will it otherwise be considered a violation of the foregoing restrictions on the Governmental Entity.

8. Foreclosure by Lender. In the event of foreclosure, deed in lieu of foreclosure, or similar disposition of the Property by Lender, no consent shall be required from Governmental Entity.

9. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties hereto with regard to the subordination of the Regulatory Agreement to the lien or charge of the Loan Documents, and shall supersede and cancel any prior agreements with regard to this subject matter.

10. Binding Provisions. The covenants and agreements contained in this Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties to this Agreement.

11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

12. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

13. Notices. All notices required or permitted hereunder shall be deemed to have been received either (i) when delivered by hand and the party giving such notice has received a signed receipt thereof, or (ii) three (3) days following the date deposited in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows (or addressed in such other manner as the party being notified shall have requested by written notice to the other party):

If to Governmental Entity:

CITY OF WENATCHEE
Dept of Community Development

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

If to Lender:

JLL REAL ESTATE CAPITAL, LLC, a
Delaware limited liability company
2177 Youngman Avenue
St. Paul, Minnesota 55116
Attention: Loan Servicing

If to Borrower:

GCP ELEVEN01 LLC, a Delaware limited liability company,
ACV WENATCHEE, LLC, a Delaware limited liability company, and
ACV LA ROSA, LLC, a California limited liability company,
as Tenants-in-Common
c/o Graye Parnell
4825 W. Palo Verde Lane
Boise, Idaho 83703

14. Further Instruments. Each of the parties hereto will, whenever and as often as they shall be requested to do so by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further instruments and documents as may be reasonably necessary to carry out the intent and purpose of this Agreement, and to do any and all further acts reasonably necessary to carry out the intent and purpose of this Agreement.

15. Valid Authorization. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

16. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which when taken together constitute one and the same instrument, binding on all of the parties. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN THE REGULATORY AGREEMENT BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF THE MORTGAGE.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year above written.

GOVERNMENTAL ENTITY

CITY OF WENATCHEE, a
Washington municipal corporation

By: _____ (SEAL)
Name: Laura Gloria
Title: City Administrator

STATE OF WASHINGTON)
)SS.:
COUNTY OF CHELAN)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Laura Gloria**, to me known to be the **City Administrator**, of **CITY OF WENATCHEE**, a Washington municipal corporation, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she authorized to execute the said instrument.

Witness my hand and seal the day and year first above written.

Notary Public residing at _____

Printed Name: _____

My Commission Expires: _____

BORROWER:

ACV WENATCHEE, LLC, a
Delaware limited liability company,
as Tenant-in-Common

By: _____(SEAL)
Name:
Title:

STATE OF _____)
)SS.:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, to me known to be the _____, of **ACV WENATCHEE, LLC**, a Delaware limited liability company, the limited liability company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

Witness my hand and seal the day and year first above written.

Notary Public residing at _____

Printed Name: _____

My Commission Expires: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

BORROWER:

ACV LA ROSA, LLC, a
California limited liability company,
as Tenant-in-Common

By: _____(SEAL)
Name:
Title:

CERTIFICATE OF ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
): ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public
Print Name: _____

My commission expires: _____

LENDER:

JLL REAL ESTATE CAPITAL, LLC, a
Delaware limited liability company

By: _____ (SEAL)
Name:
Title:

STATE OF _____)
)SS.:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, to me known to be the _____, of **JLL REAL ESTATE CAPITAL, LLC**, a Delaware limited liability company, the limited liability company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she authorized to execute the said instrument.

Witness my hand and seal the day and year first above written.

Notary Public residing at _____

Printed Name: _____

My Commission Expires: _____

EXHIBIT A
Legal Description



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: Brad Posenjak, Finance Director

MEETING DATE: May 9, 2024

I. SUBJECT

Financial Policy Updates

II. ACTIONS REQUESTED

Motion for City Council to adopt Resolution 2024-14 amending Section 1.2.01 of the City Financial Policy and Procedure Manual.

III. OVERVIEW

In January 2024, the City Council adopted a revised Financial Policy and Procedure Manual. One of the updates from January included the addition of signing authority thresholds for Administrative Settlements, which intended to include right-of-way purchases.

Conflicting language was recently found in section 1.2.01 of the policy manual, which can be corrected with the deletion of one line. To ensure the efficiency of future right-of-way purchases, staff recommend the adoption of Resolution 2024-14.

IV. FISCAL IMPACT

None. This policy and procedure update has been reviewed by Finance Committee.

V. REFERENCE(S)

Resolution 2024-14

VI. ADMINISTRATIVE ROUTING

Tammy McCord, City Clerk
Laura Gloria, City Administrator
Danielle Marchant, City Attorney
Rob Jammerman, Public Works Director
Jake Lewing, City Engineer

RESOLUTION NO. 2024-14

A RESOLUTION, of the City of Wenatchee, Washington amending Section 1.2.01 of the City Financial Policy and Procedure Manual.

WHEREAS, the City is required to establish financial management, purchasing, travel, cash handling, and debt management policies, procedures, and guidelines; and

WHEREAS, the City Council desires to amend and update the City's Financial Policy and Procedure Manual.

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

Section 1. Amendment. The Financial Policy and Procedure Manual, as previously adopted by Resolution No. 2024-01, is hereby amended to read as follows for Section 1.2.01:

1.2.01 Purpose of the Purchasing ~~Policy~~Chapter

~~This Purchasing~~ chapter is provided to guide and assist City staff on basic procurement and contracting requirements as set forth in the Washington State statutes, and to ensure the City is receiving maximum value for the products and services received and assure fiscal responsibility in the purchasing process.

This chapter establishes guidelines and clarifies the procedures for public work projects; the procurement of professional and personal services, including architectural and engineering design services; the acquisition of supplies, equipment, and materials; and the acquisition of services through competitive negotiation when needed as indicated in the Bidding/Contracting Matrixes in section 1.1. ~~These guidelines do not apply to the acquisition, sale, conveyance, license, or lease of real property.~~

All references to the Revised Code of Washington (RCW) and Federal grant regulations shall be incorporated as part of this ~~policy~~chapter including all future amendments.

It should be understood that anyone purchasing goods or services with Federal or State funds will understand and abide by the purchasing guidelines set forth by the granting agency. In cases where ~~thisese policies~~chapter conflicts with any State and Federal law, grant or regulations, the terms of that law, grant or regulation prevails.

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

ADOPTED by the City Council of the City of Wenatchee, Washington, this 9th day of May, 2024.

CITY OF WENATCHEE, a Municipal Corporation

By: _____
MIKE POIRIER, Mayor

ATTEST:

By: _____
TAMMY McCORD, City Clerk

APPROVED AS TO FORM:

By: _____
DANIELLE R. MARCHANT, City Attorney



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: Jessica Shaw, Deputy Public Works Director
Public Works Department

MEETING DATE: May 9, 2024

I. SUBJECT

Resolution 2024-15 Emergency Declaration for Fifth and Emerson Stormwater Main Repair

II. ACTION REQUESTED

Motion requested for the City Council to pass Resolution No. 2024-15 declaring an emergency to repair the stormwater main in Fifth Street and authorize the Mayor's signature.

III. OVERVIEW

A sinkhole formed recently in the bike lane on westbound Fifth Street between Chelan Avenue and North Emerson Avenue. Upon investigation, the stormwater main was found to be in failing condition with a two-foot hole and another section where the bottom of the pipe was missing for approximately thirty-five feet. Please see attached map and pictures. The Public Works Director and Mayor were notified and the Public Services Committee was briefed on the situation on April 25th. An application for Public Works Board emergency funding was also submitted on April 26th.

IV. FISCAL IMPACT

Fund 410 Stormwater Utility or funding from the Public Works Board will be used for the project. The Public Works funding if approved would be a 15% grant and low interest loan. The current rate is 1.37% interest for up to 20 years.

V. PROPOSED PROJECT SCHEDULE

Replacement of the broken sections of pipe is expected to start in the next few weeks.

VI. REFERENCE(S)

1. Resolution No. 2024-10
2. Map of project area and photos.

VII. ADMINISTRATIVE ROUTING

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

RESOLUTION NO. 2024-15

A RESOLUTION, of the City of Wenatchee declaring an emergency, authorizing the waiver of the competitive bidding requirements, and authorizing the Mayor to hire a contractor to perform necessary repair work on the broken stormwater main in the 400 block of Fifth Street.

WHEREAS, the City is required to comply with competitive bidding requirements as outlined in Ch. 39.04 RCW; and

WHEREAS, the competitive bidding requirements may be waived in the event of an emergency; and

WHEREAS, there is a forty-two inch stormwater main failing under the road and sidewalk in the 400 block of Fifth Street and the stormwater main, road and sidewalk are under the control and operation of the City; and

WHEREAS, the failing of the stormwater main includes a break in the line; and

WHEREAS, the break in the stormwater main was an unforeseen circumstance beyond the control of the City; and

WHEREAS, the break in the stormwater main is causing a leak of an unknown amount of water into the ground that has caused the formation of a sinkhole; and

WHEREAS, the break in the stormwater main needs to be immediately repaired to prevent further water leakage and to prevent further damage and risk to the safety of the residents; and

WHEREAS, requiring the City to comply with competitive bidding statutes would cause a significant delay in the repair and thereby imminently place at risk the safety and well-being of the residents, and other utilities in the area of the break; and

WHEREAS, providing utility services to City residents and businesses is an essential City function; and

WHEREAS, requiring the City to comply with competitive bidding statutes would cause a significant delay in the bypass and repair to the stormwater main and would thereby cause a substantial disruption to providing utility services in addition to disrupting transportation within the City; and

WHEREAS, City staff consulted with Mayor Poirier, who proclaimed that an emergency existed; and

WHEREAS, City staff thereafter took immediate action to temporarily fill the sinkhole, to begin engineering analysis, and to hire a contractor to perform the repair work; and

WHEREAS, the City Council has determined that due to the break in stormwater main that an emergency existed and continues to exist until the repair is completed, which allows the City to waive the competitive bidding requirements pursuant to RCW 39.04.280.

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

Section 1. Recitals. The City Council adopts the above stated recitals as its findings, and they are incorporated herein by this reference.

Section 2. Declaration of emergency. Based upon the findings as stated in the above recitals, the City Council hereby declares that an emergency existed due to the break in the stormwater main and will continue to exist until the repair is completed.

Section 3. Authorization to hire contractors. The Mayor, or his designee, shall have the authority to authorize the solicitation of quotes and estimates for contracts necessary to combat the emergency, and is further authorized to sign and enter into contracts necessary to combat the emergency without regard to time consuming procedures and formalities prescribed by law, excepting mandatory constitutional requirements. This authorization specifically permits the Mayor, or his designee, to exceed the \$100,000 “aggregate contract value limit” within the City’s Financial Policy.

Section 4. Effective Date. This Resolution shall take effect upon adoption.

ADOPTED by the City Council of the City of Wenatchee, Washington, this 9th day of May, 2024.

CITY OF WENATCHEE,
a Municipal Corporation

By: _____
MIKE POIRIER, Mayor

ATTEST:

By: _____
TAMMY McCORD, City Clerk

APPROVED AS TO FORM:

By: _____
DANIELLE R. MARCHANT, City Attorney

Load Asset

Asset Name : SWGM-633

Length: 321.0803

Material: Corrugated Metal - CMP

Starting (Upstream) Invert: 6.29

Ending (Downstream) Invert: 6.1

Diameter: 42"

Slope:

Basin: M-500

Owned By: City of Wenatchee

Notes: Collector, DS

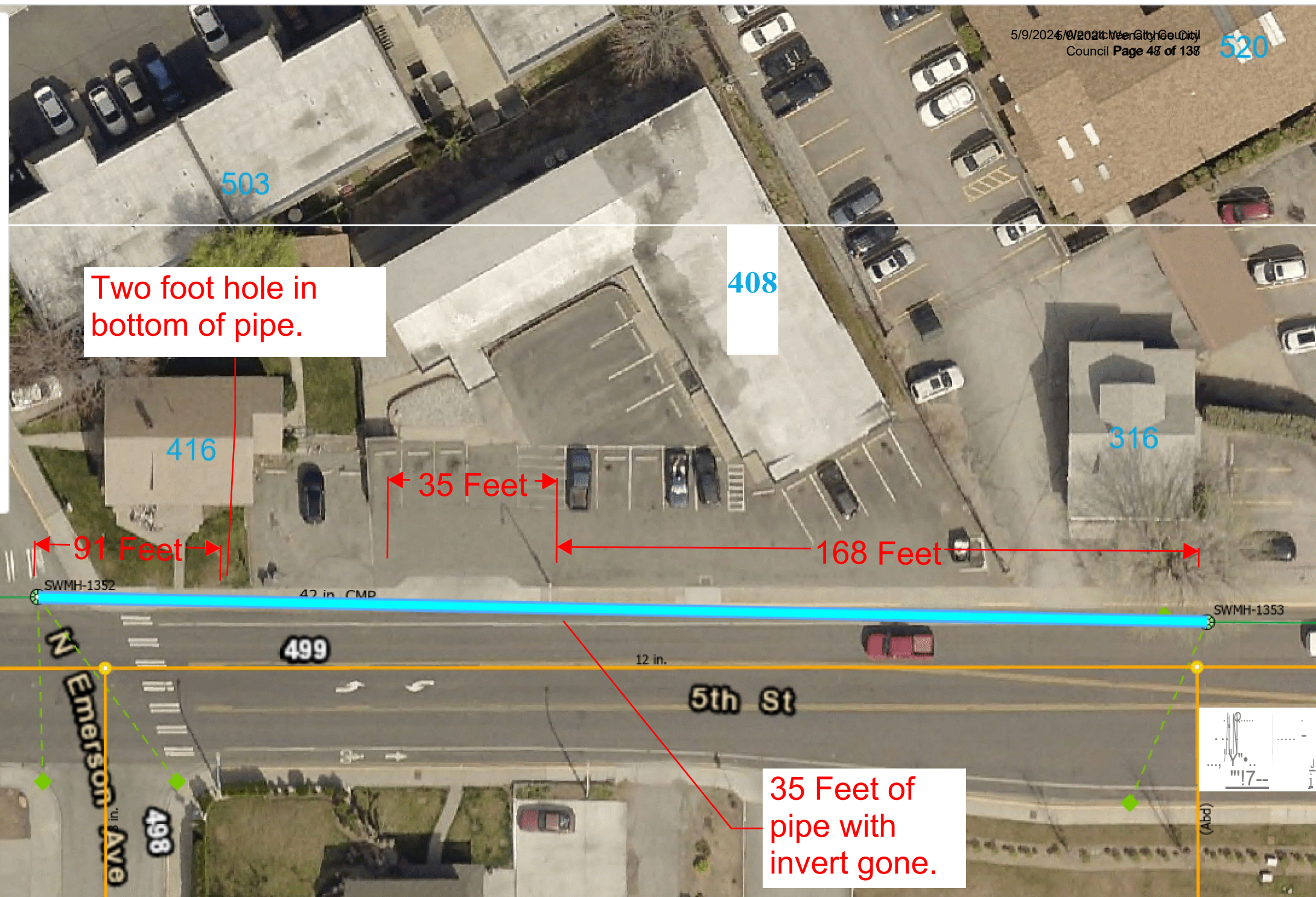
Status: In Service

Last Inspection:

[Quick Jet](#)

[Quick Camera](#)

[Add to Desktop](#) [View Additional Details](#)



Two foot hole in bottom of pipe.

35 Feet

168 Feet

91 Feet

35 Feet of pipe with invert gone.





Main Inspections Large Photos

Mainline ID: SWGM-633	City: wenatchee	Address: 500 n. emerson	Project name: 5th and emerson
Start date/time: 4/4/2024 8:01 AM	Asset length: 321.1 ft.	Weather: Dry	Operator: Josh Elias
Upstream node: SWMH-1352	Depth US: 	Downstream node: SWMH-1353	Depth DS:
Pipe shape: Circular	Pipe material: Corrugated	Pipe height: 42.0 in.	Pipe width: 42.0 in.
Comments: Collector: DS			

Observations

Distance	Dir.	Length	From/To	Code	Modifier/Severity	Rating	Comments
42.9 ft.	D	41.4 ft.	5 / 7	Lining Failure	Detached	70	



Distance	Dir.	Length	From/To	Code	Modifier/Severity	Rating	Comments
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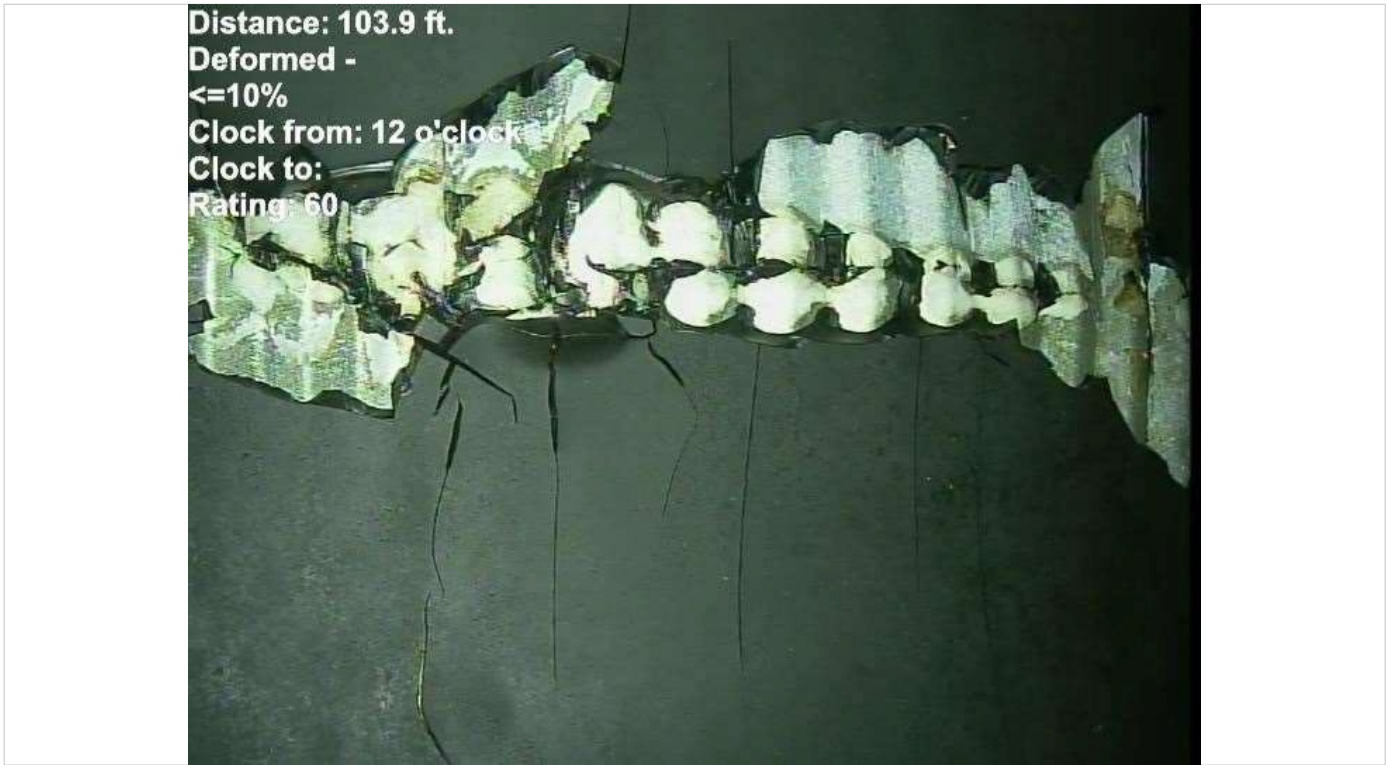
91.2 ft. D 2.0 ft. 6 / Cavity

60



Distance	Dir. Length	From/To Code	Modifier/Severity	Rating	Comments
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103.9 ft.	D	12 /	Deformed	<=10%	60
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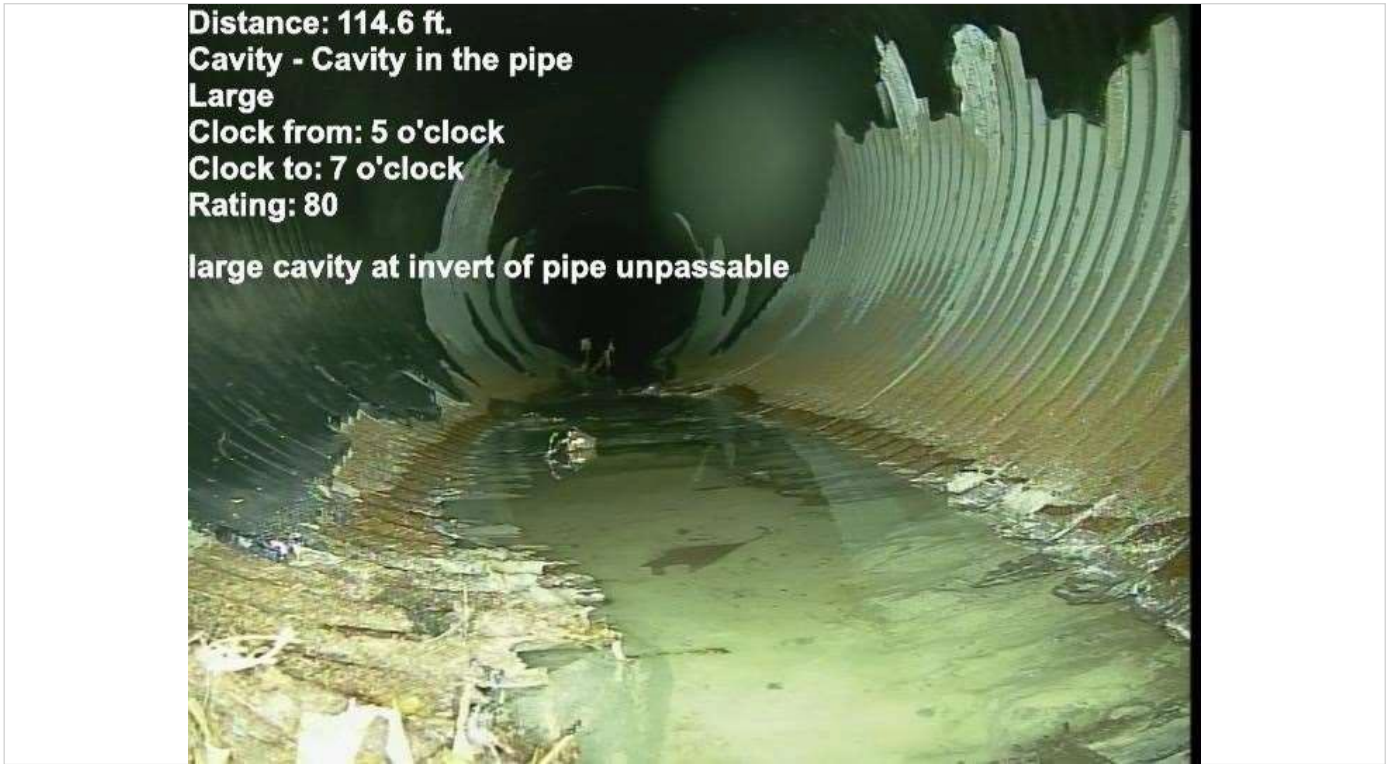


109.8 ft. D 3.8 ft. 2 / 10 Lining Failure

65



111.2 ft.	D	5 / 7	Cavity		60
114.6 ft.	D	5 / 7	Cavity	Large	80 large cavity at invert of pipe unpassable





Main Inspections Large Photos

Mainline ID: SWG-633	City: wenatchee	Address: 500 n. emerson	Project name: 5th and emerson
Start date/time: 4/4/2024 8:17 AM	Asset length: 321.1 ft.	Weather: Dry	Operator: Josh Elias
Upstream node: SWMH-1352	Depth US: 	Downstream node: SWMH-1353	Depth DS:
Pipe shape: Circular	Pipe material: Corrugated	Pipe height: 42.0 in.	Pipe width: 42.0 in.

Comments:
think that there is appoximitly 30 feet of this 42' that needs replaced could possibly be more

Observations

Distance	Dir.	Length	From/To Code	Modifier/Severity	Rating	Comments
9.5 ft.	U		6 / Lining Failure		65	



Distance	Dir.	Length	From/To	Code	Modifier/Severity	Rating	Comments
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29.4 ft. U 6.5 ft. 6 / Lining Failure

65



Distance	Dir. Length	From/To Code	Modifier/Severity	Rating	Comments
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49.0 ft.	U	4 / 5	Deformed	>10%	90
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49.4 ft.	U	10.8 ft.	6 /	Lining Failure	Detached	70
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63.7 ft. U

3 / Lateral

Live Connection



63.7 ft. U

7 / 10 Lining Failure

Detached

70



63.7 ft. U 57.2 ft. 6 / Lining Failure

65

Distance	Dir. Length	From/To Code	Modifier/Severity	Rating	Comments
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91.7 ft.	U	2 / 4	Lining Failure	Detached	70
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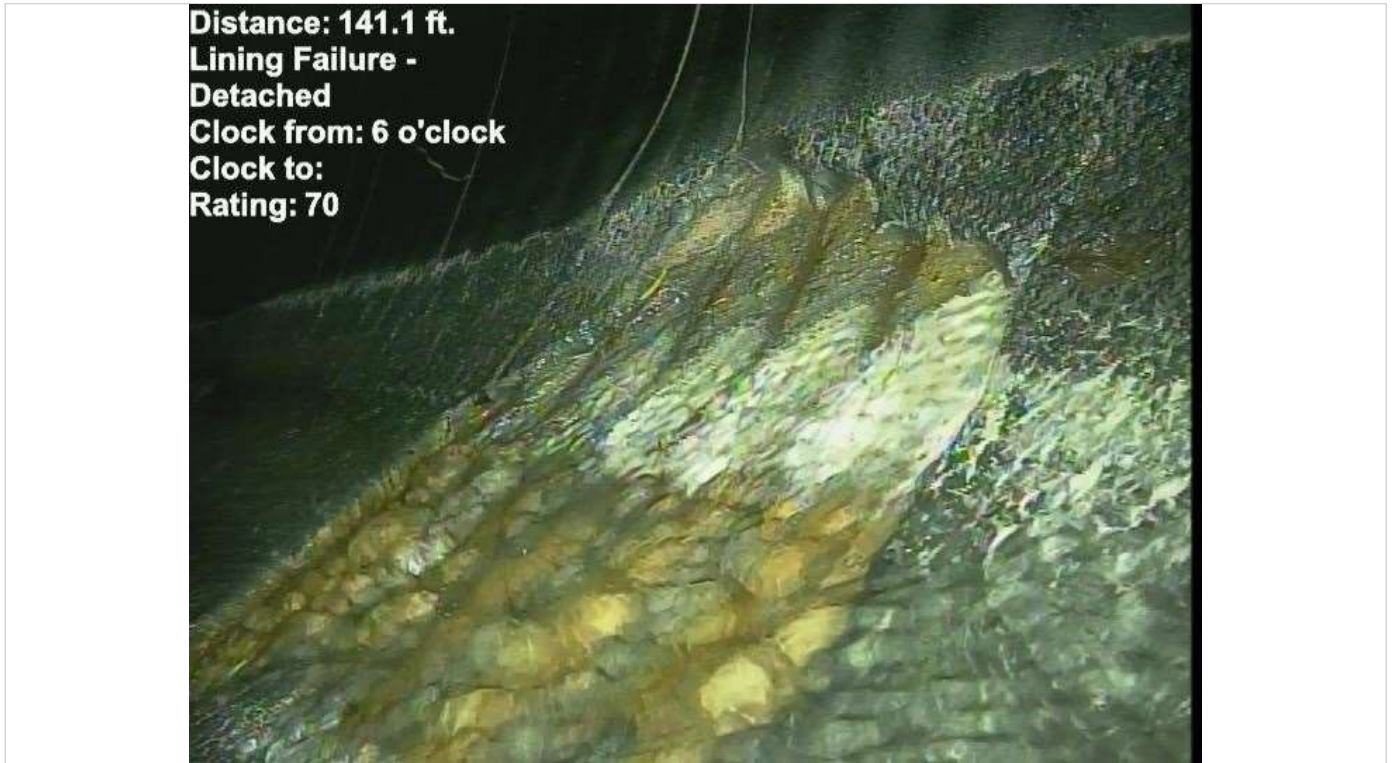
Distance	Dir. Length	From/To Code	Modifier/Severity	Rating	Comments
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103.4 ft.	U	2 / 4	Lining Failure	Detached	70
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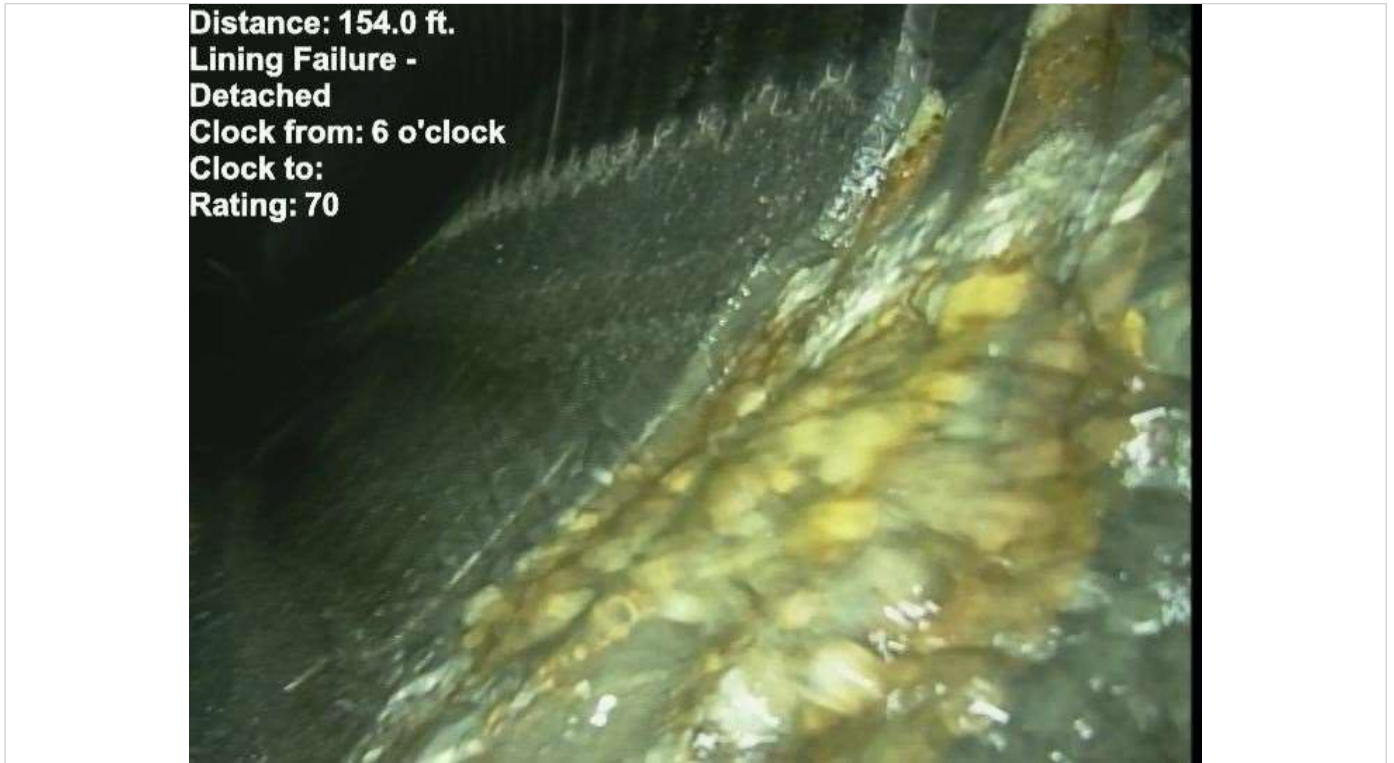
Distance	Dir.	Length	From/To Code	Modifier/Severity	Rating	Comments
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141.1 ft.	U	6 /	Lining Failure	Detached	70	
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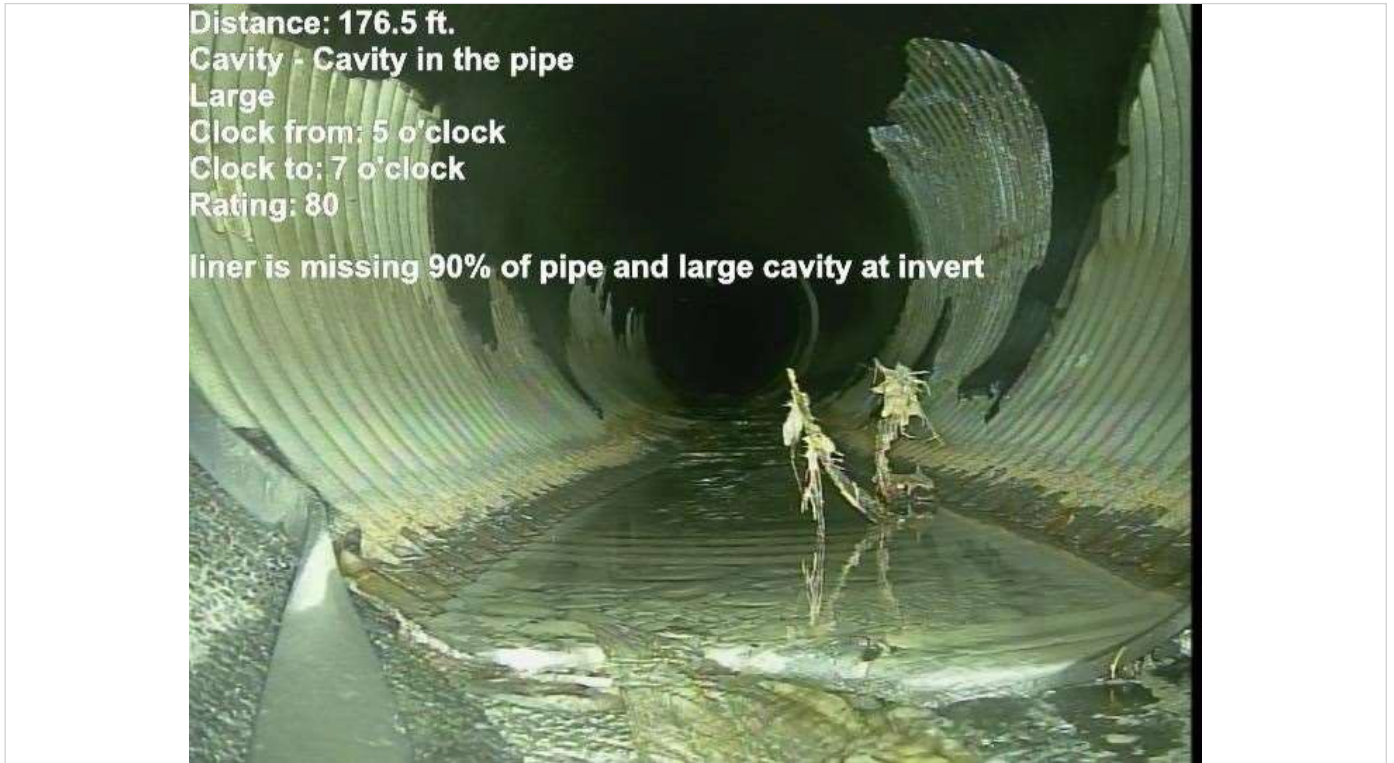


Distance	Dir.	Length	From/To Code	Modifier/Severity	Rating	Comments
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154.0 ft.	U		6 / Lining Failure	Detached	70	
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Distance	Dir.	Length	From/To Code	Modifier/Severity	Rating	Comments
176.5 ft.	U	20.6 ft.	5 / 7 Cavity	Large	80	liner is missing 90% of pipe and large cavity at invert



197.1 ft. U

6 / End of Pipe

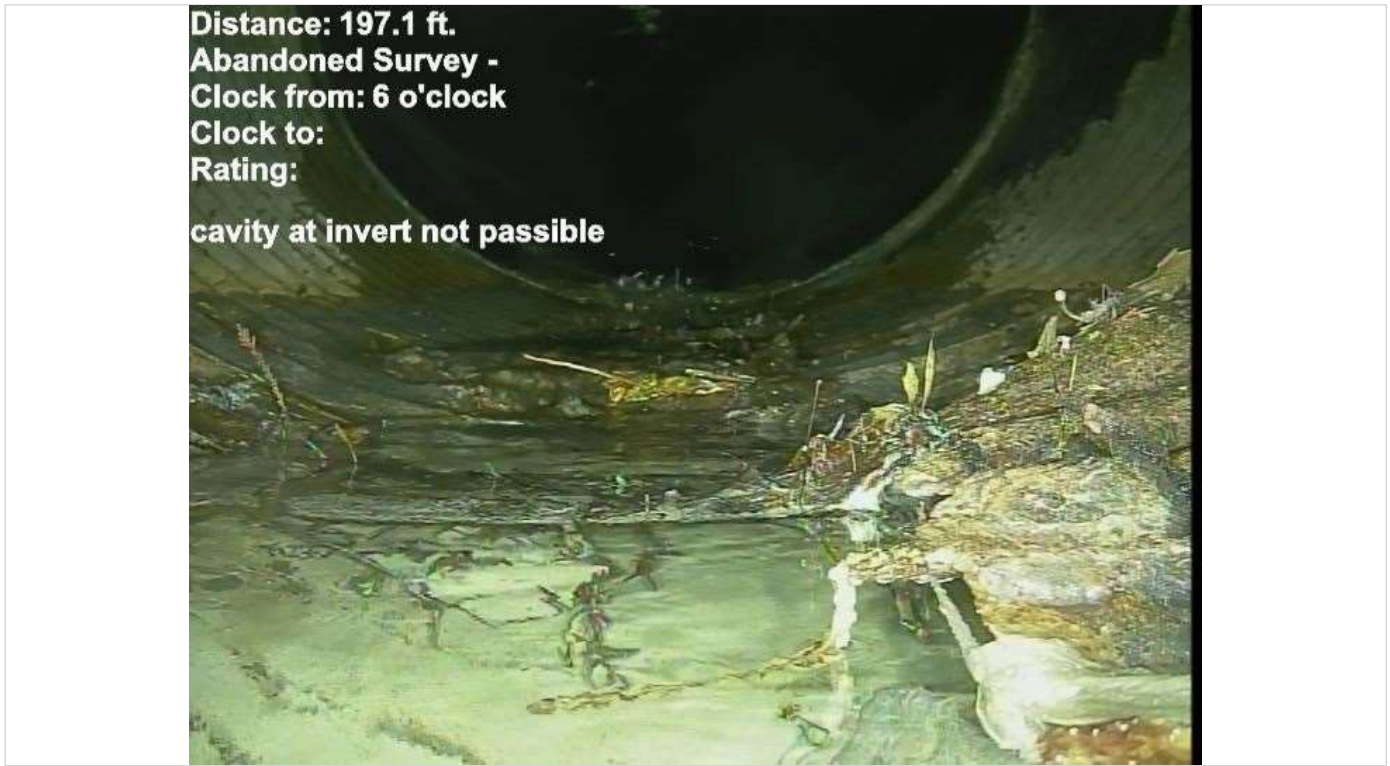
cavity at invert could
not make it through



197.1 ft. U

6 / Abandoned Survey

cavity at invert not
passible





CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor City Council
FROM: Darci Ronning, Public Works Department
MEETING DATE: May 9, 2024

I. SUBJECT

City Project 2310– Roosevelt Utility Improvements
Legal Contract Agreement and authorization to sign the funding agreement

II. ACTION REQUESTED

Motion requested for the City Council to approve the Public Works Board Legal Contract Agreement for the Roosevelt Utility Improvements project, project number 2310 and authorize the City Administrator to sign the agreement.

OVERVIEW

- III.** The City of Wenatchee Public Works Department applied for funding through the Washington Public Works Board and was selected for funding. The funds will be used for the city to hire an engineering consultant for the planning efforts for watermain upgrades, stormwater infrastructure and water quality and sewer infrastructure lining and improvements. This project is planned to be a " Dig Once" approach and city staff would like to plan to replace and upgrade all the city owned utilities on Roosevelt Avenue. Funds will develop plans, specs and an engineering estimate to construct the utility improvements. Planning efforts will include the replacement of lead parts in the water system including service lines to residential homes on Roosevelt Avenue. This project will upgrade the water, sewer and stormwater in Roosevelt Avenue between Kittitas Street and Walker Avenue in Wenatchee, Washington Chelan County.

IV. FISCAL IMPACT

Total grant amount: \$ 200,000
\$170,00 load with interest rate of 1.38 % and \$30,000 grant
Loan terms – 5 years

V. PROPOSED PROJECT SCHEDULE

Upon approval, city staff will begin planning efforts this summer. The PWB funding contract is valid for 24 months from execution date of this contract.

VI. REFERENCE(S)

1. Washington State Public Works Board Award Letter
2. Pre-Construction Funding Contract
3. Capital Project Budget
4. Map of project area

VII. ADMINISTRATIVE ROUTING

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



**Washington State
Public Works Board**

Post Office Box 42525
Olympia, Washington 98504-2525

5/9/2024 Wenatchee City
Council Page 68 of 138

March 21, 2024

Laura Gloria, City Administrator
City of Wenatchee
301 Yakima St
Wenatchee, WA 98801

Dear Laura Gloria,

Thank you for applying to the Public Works Board (PWB) Pre-construction Program. Congratulations, the PWB conditionally approved your pre-construction application at its February 2, 2024 board meeting. Your Roosevelt Ave. Utility Improvements Planning project has been awarded \$200,000. The approval date is the award date. Any eligible costs incurred from that date forward are reimbursable.

The threshold checks and underwriting for your project are complete. The PWB offers this rate and term for your project: the award will be \$170,000 as a loan and \$30,000 as a grant. The loan interest rate is 1.38% with a loan term of 5 years.

The PWB processes contracts electronically. Upon receipt of the contract, please facilitate its review through your internal process in a timely manner and return an executed contract within 6 months. Failure to do so in that timeframe will result in withdrawal of the award.

Once again, thank you for applying to the Public Works Board. Please contact PWB Project Manager Ava Gombosky by email at ava.gombosky@commerce.wa.gov if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'SR', with a horizontal line extending to the right.

Sheila Richardson
PWB Programs Director and Tribal Liaison

cc: Application File

CONTRACT FACE SHEET

Contract Number: PR24-96103-009

**PUBLIC WORKS BOARD
PRE-CONSTRUCTION FUNDING CONTRACT**

1. Contractor City of Wenatchee 301 Yakima St Wenatchee, WA 98801		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative N/A		4. Public Works Board Representative N/A	
5. Contract Amount \$200,000	6. Funding Source: Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Contract Start Date Contract Execution Date	8. Contract End Date: June 1, 2029
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID # N/A	11. SWV # SWV0007721-00	12. UBI # 048-000-043	13. UEI # N/A
14. Contract Purpose Fund a project of a local government for Pre-Construction activities that include, but are not limited to, design engineering, bid-document preparation, environmental studies, right-of-way acquisition, value planning, permits, cultural and historic resources, and public notification.			
The BOARD, defined as the Washington State Public Works Board, and the Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents that are incorporated by reference: Contract Terms and Conditions including Declarations Page; the BOARD Traditional Program Policy Handbook; and Attachment I: Attorney's Certification.			
FOR THE CONTRACTOR		FOR PUBLIC WORKS BOARD	
Signature		Kathryn A. Gardow, Public Works Board Chair	
Print Name		Date	
Title		APPROVED AS TO FORM ONLY November 15, 2023	
Date		Signature on File	
		Dawn C. Cortez Assistant Attorney General	

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DECLARATIONS

CLIENT INFORMATION

Legal Name: City of Wenatchee
Contract Number: PR24-96103-009

PROJECT INFORMATION

Project Title: Roosevelt Ave. Utility Improvements Planning
Project City: Wenatchee
Project State: **Washington**
Project Zip Code: 98801

FUNDING INFORMATION

LOAN FUNDING:

Loan Amount: \$170,000
Loan Term, if applicable: 5 years
Interest Rate: 1.38%
Payment Month: June 1

GRANT FUNDING:

Grant Amount: \$30,000
% of Funding as Grant: 15%

PROJECT TOTALS:

Total Funding: \$200,000
Total Estimate Cost: \$200,000
Earliest Date for Cost Reimbursement: February 2, 2024
Time of Performance: 24 months from the Execution Date of this Contract to Project Completion.

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS CONTRACT

N/A

LOAN SECURITY CONDITION GOVERNING THIS CONTRACT

This loan is a revenue obligation of the CONTRACTOR payable solely from the net revenue of the Domestic Water system. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The BOARD grants the CONTRACTOR the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan agreement.

SCOPE OF WORK

The project costs may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, and bid documents. The project needs to meet all applicable Local, State, and/or Federal standards.

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CONTRACT TERMS AND CONDITIONS

PUBLIC WORKS BOARD PRE-CONSTRUCTION FUNDING PROGRAM

PART 1. SPECIAL TERMS AND CONDITIONS

1.1 DEFINITIONS

As used throughout this Pre-Construction Funding Contract the following terms shall have the meaning set forth below:

- A. "The BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract.
- B. "Contract" shall mean this Pre-Construction Funding Contract.
- C. "Contractor" shall mean the local government identified on the Contract Face Sheet receiving funding to complete the project described in the scope of work described in this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Funding Contract, displayed within the Contract in **THIS STYLE** for easier identification.
- E. The BOARD Traditional Program Policy Handbook shall mean the handbook found on the PWB website or available upon request in PDF.

1.2 AUTHORITY

Acting under the authority of RCW 43.155, the BOARD has awarded the Contractor a Public Works Board pre-construction funding for an approved public works project.

1.3 PURPOSE

The BOARD and the Contractor have entered into this Contract to provide funds to enable the Contractor to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the Contract terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference.

1.4 ORDER of PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions, including attachments.
- C. General Terms and Conditions.

1.5 COMPETITIVE BIDDING REQUIREMENTS

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.6 DEFAULT in REPAYMENT

If the funding under this Contract constitutes a loan, loan repayments shall be made on the loan in accordance with Section 1.14 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time the Project Completion Amendment is submitted, as provided for in Section 1.13.

The Contractor acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

1.7 SUB-CONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by the BOARD and at intervals as agreed by the parties, regarding work under this Contract performed by sub-contractors and the portion of the Contract funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

1.8 ELIGIBLE PROJECT COSTS

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030 and be related only to project activities described in the declared **SCOPE OF WORK**. Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after the Start Date shown in the Declarations are eligible for reimbursement under this Contract.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with BOARD funding.

These terms supersede the terms in Section 2.2. Allowable Costs.

1.9 HISTORICAL and CULTURAL RESOURCES

Prior to approval and disbursement of any funds awarded under this Contract, the Contractor shall cooperate with the BOARD to complete the requirements of Governor's Executive Order 21-02 or the Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless the BOARD and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, the Contractor shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with the BOARD and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommendation consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by the Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memoranda of agreement, if historical or cultural artifacts found during the construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the BOARD Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contract shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in the Contract, the Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records. RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contract may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.10 PROJECT COMPLETION AMENDMENT and CERTIFIED PROJECT COMPLETION REPORT

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The BOARD will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or contract work is performed.
- D. A final voucher for the remaining eligible funds.
- E. Pictures of Completed Project, as appropriate.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, term, and interest rate.

1.11 RATE and TERM of LOAN

If the Contractor is awarded a loan, the BOARD shall fund the Contractor a sum not to exceed the **LOAN AMOUNT** shown on the Contract Face Sheet and declared on the Contract Declarations Page. The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **CONTRACT END DATE** as shown on the Contract Face Sheet.

The loan forgiveness shall be applied at project completion and shall apply to the lesser of the loan amount or the actual eligible costs and that declared percent on any accrued interest. The percent of

loan forgiveness and interest rate shall not be changed, regardless of the actual cost of the project and the Affordability Index at project completion.

The BOARD may extend the term limit of the Pre-Construction project to twenty years when the jurisdiction demonstrates that 30% of the funding necessary for construction of the project has been secured. The BORROWER must provide written documentation of construction funding commitment before the first principal payment is due.

1.12 RECAPTURE

In addition to the recapture provisions in Section 2.32, the right to recapture, shall exist for a period not to exceed six (6) years following Contract termination. In the event that the BOARD is required to institute legal proceedings to enforce the recapture provision, the BOARD shall be entitled to its costs thereof, including attorney's fees.

1.13 REIMBURSEMENT PROCEDURES and PAYMENT

If funding or appropriation is not available at the time the invoice is submitted, or when this Contract is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared SCOPE OF WORK.

The BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum loan amount under this Contract, as identified in Section 1.10.

The CONTRACTOR shall submit all Invoice Vouchers and all required documentation per guidance in the BOARD Traditional Program Policy Handbook, which is incorporated by reference.

When requesting reimbursement for expenditures made, the Contractor shall submit all Invoice Vouchers and any required documentation electronically through the Department of Commerce's (COMMERCE) Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A19 portal, a hard copy A-19 form may be provided by the BOARD Project Manager upon request.

Requests for reimbursements for costs related to **ground-disturbing or land acquisition** activities will not be accepted until the Contractor provides and the PWB approves proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as Described in Section 1.9 of this Contract.

If the Contractor receives funding in the form of both a grant and a loan, the Contractor shall bill to the loan and grant proportionally until and if funds are exhausted.

The BOARD will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD not more often than monthly nor less than quarterly.

Payment shall be considered timely if made by the BOARD within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The BOARD may, at its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the BOARD.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the Board for that cost.

Disallowed Costs. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

At the time of project completion, the Contractor shall submit to the BOARD a Project Completion Amendment certifying the total actual project costs and local share. The final BOARD funding disbursement shall bring the total funding to the lesser of 100% of the eligible project costs or the total declared **funding under this CONTRACT**. The Project Completion Amendment shall serve as an amendment to this Contract determining the final funding amount, local share, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received BOARD monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the BOARD by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

1.14 REPAYMENT

If the Contract is a loan, then repayment installments are due on the day and month identified under the term: PAYMENT MONTH on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Contract execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified PAYMENT MONTH date of each year during the remaining term of the loan.

Repayment of a loan under this Contract shall include the declared INTEREST RATE per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the CONTRACT END DATE shown on the Declarations page, of an amount sufficient to bring the loan balance to zero.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.15 REPORTS

The Contractor shall furnish the BOARD with:

- A. Project progress reports per guidance in the BOARD Traditional Program Policy Handbook;
- B. Estimated Quarterly Expenditures Report;
- C. Certified Project Completion Report at project completion (as described in Section 1.13);
- D. Pictures and short videos of various stages of the project; and
- E. Other reports as the BOARD may require.

1.16 TERMINATION for CAUSE

If the Contractor fails to comply with the terms of this Contract, or fails to use the funds only for those activities identified in the SCOPE OF WORK, the BOARD may terminate the Contract in whole or in part at any time. The BOARD shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of a loan.

These terms supersede the terms in Section 2.41 Termination for Cause/Suspension.

1.17 TERMINATION for CONVENIENCE

Notwithstanding anything in Section 2.42 Termination for Convenience, the BOARD may suspend or terminate this Contract in the event that funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this Contract. Termination will be effective when the BOARD sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

1.18 TIME of PERFORMANCE

No later than twenty-four (24) months after the date of Contract execution, the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this Contract. In the event of extenuating circumstances, the Contractor may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may extend the deadline.

The term of this Contract shall be for the entire term stated in Section 8 of the Contract Face Sheet, regardless of actual project completion, unless terminated in writing sooner.

1.19 CONTRACT SUSPENSION

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Contract will be suspended effective July 1. The Contractor shall immediately suspend work under this Contract and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

The BOARD shall notify the Contractor immediately upon lifting of the Contract suspension.

1.20 SPECIAL CONDITIONS

If SPECIAL CONDITIONS are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this Contract.

1.21 LOAN SECURITY

Loan Security payments shall be made as stated on the attached Declarations Page, and identified as LOAN SECURITY.

PART 2. GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- C. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Contract
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2 ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

2.3 ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

2.4 AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

2.5 AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.6 APPROVAL

This contract shall be subject to the written approval of the BOARD's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

2.7 ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the BOARD.

2.8 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

2.9 AUDIT

A. General Requirements

- If requested by the Board at any time during the contract period and six (6) years following termination of the Contract, Contractor will obtain an audit, at its own expense.
- Contractors are to procure audit services based on the following guidelines.
- The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.
- The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.
- The BOARD reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the BOARD's request for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

- In the event an audit is required, if the Contractor is a local government entity, the Office of the State Auditor shall conduct the audit.
- Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.
- The Contractor shall include the above audit requirements in any subcontracts.

- In any case, the Contractor's financial records must be available for review by the BOARD.

2.10 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.11 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
1. All material provided to the Contractor by the BOARD that is designated as "confidential" by the BOARD;
 2. All material produced by the Contractor that is designated as "confidential" by the BOARD; and
 3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the BOARD or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the BOARD with its policies and procedures on confidentiality. The BOARD may require changes to such policies and procedures as they apply to this Contract whenever the BOARD reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the BOARD. Upon request, the Contractor shall immediately return to the BOARD any Confidential Information that the BOARD reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify the BOARD within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.12 CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.13 COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the BOARD. The BOARD shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the BOARD effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to the BOARD a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the BOARD.

The Contractor shall exert all reasonable effort to advise the BOARD, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide the BOARD with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. The BOARD shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.14 DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

2.15 DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the BOARD, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and

- be mailed to the BOARD Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.16 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.17 ETHICS/CONFLICTS OF INTEREST

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act, RCW 42.52 and any other applicable local, state or federal law related to ethics or conflicts of interests.

2.18 GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

2.19 INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.20 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or the BOARD. The Contractor will not hold itself out as or claim to be an officer or employee of the BOARD or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.21 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the BOARD may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The BOARD may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the BOARD under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.22 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative Action, RCW 41.06.020 (11).
- B. Boards of Directors or Officers of Non-profit Corporations – Liability – Limitations, RCW 4.24.264.
- C. Contracts for Architectural and Engineering Services. RCW 39.80
- D. Disclosure-Campaign Finances-Lobbying, RCW 42.17.
- E. Discrimination-Human Rights Commission, RCW 49.60.
- F. Ethics in Public Service, RCW 42.52
- G. Growth Management, RCW 36.70A
- H. Housing Assistance Program, RCW 43.185.
- I. Interlocal Cooperation Act, RCW 39.34.

- J. Noise Control, RCW 70.107.
- K. Office of Minority and Women’s Business Enterprises, RCW 39.19 and WAC 326-02.
- L. Open Public Meetings Act, RCW 42.30.
- M. Prevailing Wages on Public Works, RCW 39.12.
- N. Public Records Act. RCW 42.56.
- O. Public Works Projects, RCW 43.155
- P. Relocation Assistance – Real Property Acquisition Policy, RCW 8.26.
- Q. Shoreline Management Act of 1971, RCW 90.58.
- R. State Budgeting, Accounting, and Reporting System, RCW 43.88
- S. State Building Code, RCW 19.27 and Energy-related building standards, RCW 19.27A, and Provisions in buildings for aged and handicapped persons, RCW 70.92.
- T. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- U. State Environmental Policy, RCW 43.21C.
- V. State Executive Order 21-02 Archeological and Cultural Resources.

2.23 LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

2.24 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative’s designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

2.25 LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.26 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor’s non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the BOARD. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the “Disputes” procedure set forth herein.

2.27 PAY EQUITY

The Contractor agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - 1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - 2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - 3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the BOARD, if the BOARD, the Department of Commerce, or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

2.28 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.29 PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, RCW 39.12 as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with RCW 39.12, and shall make such records available for the BOARD's review upon request.

2.30 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.31 PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the BOARD'S name is mentioned, or language used from which the connection with the state of Washington's or the BOARD'S name may reasonably be inferred or implied, without the prior written consent of the BOARD.

2.32 RECAPTURE

In the event that the Contractor fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, the BOARD reserves the right to recapture funds in an amount to compensate the BOARD for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the BOARD. In the alternative, the BOARD may recapture such funds from payments due under this contract.

2.33 RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

2.34 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.35 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

2.36 SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the BOARD may terminate the Contract under the "Termination for Convenience" clause, without the ten

business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

2.37 SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

2.38 SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of the BOARD.

If the BOARD approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the BOARD in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the BOARD if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the BOARD for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the BOARD and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

2.39 SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

2.40 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.41 TERMINATION FOR CAUSE

In the event the BOARD determines the Contractor has failed to comply with the conditions of this contract in a timely manner, the BOARD has the right to suspend or terminate this contract.

Before suspending or terminating the contract, the BOARD shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law.

The BOARD reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the BOARD to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the BOARD provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

2.42 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract the BOARD may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the BOARD shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

2.43 TERMINATION PROCEDURES

Upon termination of this contract, the BOARD, in addition to any other rights provided in this contract.

The rights and remedies of the BOARD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the Contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to the BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent

the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

- E. Transfer title to the BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to the BOARD;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the BOARD has or may acquire an interest.

2.44 TREATMENT OF ASSETS

Title to all property furnished by the BOARD shall remain with the BOARD. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to, and vest in the Contractor.

2.45 WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of the BOARD.

ATTACHMENT I: ATTORNEY CERTIFICATION

***PUBLIC WORKS BOARD
PRE-CONSTRUCTION PROGRAM***

CONTRACTOR: City of Wenatchee

CONTRACT Number: PR24-96103-009

I, _____, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the City of Wenatchee (the CONTRACTOR); and

I have also examined any and all documents and records which are pertinent to the CONTRACT, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The CONTRACTOR is properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to CONTRACT with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The CONTRACTOR is empowered to accept the BOARD’s financial assistance and to provide for repayment of the loan as set forth in the CONTRACT.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the CONTRACTOR from repaying the loan extended by the BOARD with respect to such project. The CONTRACTOR is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the CONTRACT.
4. Assumption of this obligation would not exceed statutory and administrative rule, debt limitations applicable to the CONTRACTOR.

Signature of Attorney

Date

Name

Address



Capital Project Budget

Date: August 25, 2022 **Project Number:** 2310
Project Name: Roosevelt Utility Improvements **Dept/Category:** Public Works/Water & Storm

Project Description: Roosevelt Street from Spokane to Kittitas is in need of utility improvements to the stormwater and drinking water systems. The street has an existing stormwater main but lacks curb and catch basins to capture the stormwater. The water system includes lead parts and a cast iron main from 1930. The project will eliminate lead parts from this area of the water system and add infrastructure to manage the stormwater.

Project Lead:	Darci Mattioda	Start Year:	2023
Assigned Department:	Public Works	End Year:	2025
Original Project Budget:	\$1,535,000	Total City Funding:	
Budget Amendment:		Other Funding:	

Project Notes:

Project Expenditures by Category	Original Budget	Amended Budget	Prior Years Spent	ESTIMATES			Project Total
				2023	2024	2025+	
Design	185,000			30,000	155,000		185,000
Construction Management	100,000					100,000	100,000
Construction	1,250,000					1,250,000	1,250,000
Art Fund							
Total Project Expenditures	1,535,000			30,000	155,000	1,350,000	1,535,000

Project Revenues by Category	Original Budget	Amended Budget	Prior Years	ESTIMATES			Project Total
				2023	2024	2025+	
Fund: 401 - Water Utility	1,185,000			25,000	135,000	1,000,000	1,160,000
Fund: 410 - Storm Drain Utility	350,000			5,000	20,000	325,000	350,000
Fund:							
Fund:							
Fund:							
GRANTS:							
Total Project Revenues	1,535,000			55,000	155,000	1,325,000	1,535,000

Chelan County, Washington





CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor City Council

FROM: Darci Ronning, Public Works Department

MEETING DATE: May 9, 2024

I. SUBJECT

City Project 2101 – Ninth Street Basin Water Quality Retrofit Authorization to Award Construction Contract

II. ACTION REQUESTED

Motion requested for the City Council to award the construction contract for the Ninth Street Basin Water Quality Retrofit, City Project No. 2101, to the lowest responsive bidder J & K Earthworks, LLC and authorize the Mayor to sign the contract documents.

III. OVERVIEW

The 9th Street stormwater drainage basin includes approximately 500 acres in the City of Wenatchee. In the lower part of this basin, along Ringold Street between 5th and 9th Streets, the City's stormwater system is tied into the No. 2 Canyon Drain. The goals of this project are to remove the municipal stormwater discharges from the canyon drain and add water quality treatment to the 9th Street stormwater system. The City was awarded a Water Quality Planning Grant WQC-2021-Wenatch-00081 and has also been awarded a construction grant WQC-2024-Wenatch-00050 to construction the stormwater retrofit work. Construction is on track to start in June 2024.

The project was advertised on April 25, 2024 and the city received eight bids on April 25, 2024. Of the eight bids, only one was responsive with a complete package at a bid price of \$3,648,467.53. The city has reviewed the bid documents and confirms the bid should be awarded to J & K Earthworks, LLC with a complete bid package submittal.

IV. FISCAL IMPACT

The engineer's estimate is \$3,819,000. J & K Earthworks, LLC is below the engineer's estimate.

The State Financial Assistance Program (SFAP) funded by Ecology will provide 85 percent of the funding for eligible water quality construction improvements. The match dollars, 15 percent, and the remaining share of the project will be a loan paid

back through the City's stormwater utility budget fund 410. The breakdown of dollars is as follows:

Total Estimated Construction (TEC): \$4,562,000.00

Stormwater Financial Assistance Program (85% SFAP): \$3,396,600.00

State Revolving Fund (City's 15 % SRF*) Loan as Match: \$599,400.00

State Revolving Fund (SRF) Loan – Conveyance: \$566,000.00

* As of SFY24, Ecology has reduced the required match amount to 15%.

V. PROPOSED PROJECT SCHEDULE

The construction contract includes 95 working days. The project is scheduled to start mid- June and wrap up in by October 31, 2024.

VI. REFERENCE(S)

1. J & K Earthworks, LLC bid package
2. Bid Tabulation
3. Engineer's Estimate

VII. ADMINISTRATIVE ROUTING

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

J&K EARTHWORKS, LLC
5593 Nature Shore Drive
Rock Istcnd, WA 98850

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RECEIVED

APR 25 2024

5/9/2024 Wenatchee City Council
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BIDDING CHECKLIST

Bidders must Bid on all items contained in the Proposal. The omission or deletion of any Bid item will be considered non-responsive and shall be cause for rejection of the Bid.

Please make sure you have accomplished the following:

- Has a Bid Bond or certified check been enclosed with your Bid?
- Is the amount of the Bid guaranty at least 5 percent of the total amount of the Bid?
- Has the Proposal been properly signed?
- Have you bid on ALL ITEMS and ALL SCHEDULES?
- Have you certified receipt of ALL Addenda?
- Have you enclosed the Non-Collusion Affidavit?
- Have you enclosed the Certification of Compliance with Wage Payment Statutes?
- Have you completed the Local Agency Subcontractor's List?
- Have you completed the Bidder's Qualification Certificate?
- Have you completed the Certification of Compliance with Wage Payment Statutes?

BID FORMS

BIDDER'S QUALIFICATION CERTIFICATE

The undersigned hereby certifies and submits the following qualifications:

1. Name and Address

J&K Earthworks LLC
5593 Nature Shore Drive
Rock Island, WA 98850

2. State of Washington Registration Number and expiration 12-EA\?k Gt't lss Z\ \lo\c.,b1-lo

3. Number of years in contracting business under present firm name t-f 2..

4. Particular types of construction Work performed by your company:

Utility Installation, site prep

5. List several recent construction projects performed:

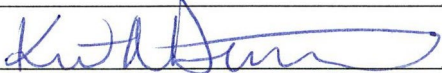
Amount	Tvoe	Owner	Name	Phone
<u>-e.L- A</u>	<u>4t--t:t_0h. o.,,Jg/l</u>	<u>l o o + <;</u>		

6. Gross amount of Contracts now in hand:

v1 vrt; |L:oV7

7. Bank reference(s):

People's Bank Wenatchee Everett Lamers

By (Authorized Signature): 

Title Manager

BID PROPOSAL

Bid J&K Earthworks LLC
(Name)

\$906,100.00 06\we. sl., v D kk.- Ishid, JA: 910 Sb
(Address)

for the construction of City of Wenatchee PROJECT #2101, NINTH STREET BASIN WATER QUALITY RETROFIT and related Work hereinafter referred to as the Works.

City Council
City Hall
Wenatchee, Washington

Greetings:

We, the undersigned, having investigated the site of the Works and having examined the Advertisement, Information to Bidders, and the Contract Documents for the construction of the Works, offer to construct, complete, and maintain the Works in conformity with said documents, and to enter into an agreement according to the form hereto attached, in consideration of the sum arrived at by the proper extension of units of Work shown in the following Schedule of Quantities, or such sum as may be ascertained in accordance with said documents.

We acknowledge receipt, understanding, and full consideration of Addenda Numbers.

1-1 issued prior to the date for receipt of Bids.
List all addenda by Number

Kurtson
Signature

SCHEDULE OF QUANTITIES
ALL ENTRIES SHALL BE WRITTEN IN INK OR TYPED TO VALIDATE BID

Note: Unit prices for all items, all extensions, and total amount of Bid shall be shown. Enter unit prices in numerical figures only in dollars and cents, i.e. to two (2) decimal places (including for whole dollar amounts) . All figures must be clearly legible. Bids with illegible figures in the Unit Price column will be rejected as unresponsive . Where conflict occurs between the unit price and the total amount specified for any item, the unit price shall prevail, and totals shall be corrected to conform thereto.

NINTH STREET BASIN WATER QUALITY RETROFIT BASE BID TABULATION-SCHEDULE A: ECOLOGY STORMWATER FINANCIAL ASSISTANCE PROGRAM ELIGIBLE						
ITEM NO.	SPEC SECTION	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
A-1	1-05 SP	CONTRACTOR SURVEYING	1	LS	\$ 30,000.00	\$ 30,000.00
A-2	1-05 SP	RECORD DRAWINGS (MINIMUM BID \$1,000)	1	LS	\$ 1,000.00	\$ 1,000.00
A-3	1-07 SP	SEWER UTILITY CONSTRUCTION , REMOVAL, AND RELOCATION	1	FA	\$20,000	\$ 20,000.00
A-4	1-07 SP	UTILITY POTHOLING	30	EA	\$ 800.00	\$ 24,000.00
A-5	1-07	SPCC PLAN	1	LS	\$ 500.00	\$ 500.00
A-6	1-09 SP	MOBILIZATION	1	LS	\$ 290,000.01	\$ 290,000.00
A-7	1-10	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 160,000.01	\$ 160,000.00
A-8	1-10 SP	WORK ZONE SAFETY CONTINGENCY	1	FA	\$20,000	\$ 20,000.00
A-9	2-01	CLEARING AND GRUBBING	0.15	AC	\$ 30,000.00	\$ 4,500.00
A-10	2-02 SP	SAWCUTTING	2,350	LF	\$ 3.00	\$ 7,050.00
A-11	2-02 SP	REMOVAL OF ASPHALT CONC. PAVEMENT INCL. HAUL	5,440	SY	\$ 7.00	\$ 38,080.00
A-12	2-02 SP	REMOVAL OF CEMENT CONC. SIDEWALK INCL. HAUL	100	SY	\$ 28.00	\$ 2,800.00
A-13	2-02 SP	REMOVAL OF CEMENT CONG. CURB INCL. HAUL	380	LF	\$ 7.00	\$ 2,660.00
A-14	2-02 SP	REMOVAL OF EXISTING DRAINAGE STRUCTURE	8	EA	\$ 2,750.00	\$ 22,000.00
A-15	2-02 SP	REMOVAL OF EXISTING STORM PIPE	700	LF	\$ 30.00	\$ 21,000.00
A-16	2-03	GRAVEL BACKFILL FOR DRYWELLS	530	CY	\$ 85.00	\$ 45,050.00
A-17	2-03	COMMON BORROW INCL. HAUL	3,790	CY	\$ 50.00	\$ 189,500.00
A-18	2-09	STRUCTURE EXCAVATION CLASS B INCL. HAUL	8,360	CY	\$ 17.00	\$ 142,120.00
A-19	2-09 SP	SHORING	31,710	SF	\$ 2.00	\$ 63,420.00
A-20	4-04	CRUSHED SURFACING TOP COURSE	830	TN	\$ 43.00	\$ 35,690.00
A-21	4-04	CRUSHED SURFACING BASE COURSE	3,610	TN	\$ 36.00	\$ 129,960.00
A-22	5-04 SP	HMA CL. 1/2 IN. PG 64-28	1,130	TN	\$ 163.00	\$ 184,190.00
A-23	5-04 SP	ASPHALT THICKENED EDGE	980	LF	\$ 6.50	\$ 6,175.00
A-24	7-04 SP	CORRUGATED POLYETHYLENE (CPE) STORM SEWER PIPE 8 IN. DIAM.	130	LF	\$ 95.00	\$ 12,350.00
A-25	7-04 SP	CORRUGATED POLYETHYLENE (CPE) STORM SEWER PIPE 12 IN. DIAM.	690	LF	\$ 98.00	\$ 67,620.00
A-26	7-04 SP	CORRUGATED POLYETHYLENE (CPE) STORM SEWER PIPE 18 IN. DIAM.	2,210	LF	\$ 120.00	\$ 265,200.00
A-27	7-05	CATCH BASIN TYPE 1	7	EA	\$ 2,750.00	\$ 19,250.00
A-28	7-05	CATCH BASIN TYPE 2 48 IN DIAM.	7	EA	\$ 6,000.00	\$ 42,000.00
A-29	7-05	MANHOLE TYPE 3 48 IN. DIAM.	10	EA	\$ 6,200.00	\$ 62,000.00
A-30	7-05	CATCH BASIN TYPE 2 W/ FLOW CONTROL STRUCTURE	1	EA	\$ 13,000.00	\$ 13,000.00

A-31	7-05 SP	STORMVAULT DIVERTER MANHOLE	1	EA	\$ 9,700.00	\$ 9,700.00
A-32	7-05	CONNECTION TO EXISTING DRAINAGE STRUCTURE	2	EA	\$ 2,850.00	\$ 5,700.00
A-33	7-05 SP	CONNECTION TO EXISTING PIPE	2	EA	\$ 1,750.00	\$ 3,500.00
A-34	7-06 SP	WQ FACILITY STORMFILTER VAULT - 8 x 20	1	EA	\$ 217,000.00	\$ 217,000.00
A-35	7-06 SP	WQ FACILITY STORMFILTER 96 IN. DIAM.	1	EA	\$ 97,000.00	\$ 97,000.00
A-36	7-06 SP	RAINVault INFILTRATION DETENTION SYSTEM	1	EA	\$ 308,000.00	\$ 308,000.00
A-37	7-06 SP	WQ FACILITY - STORMFILTER STEEL CB - 1 CARTRIDGE	3	EA	\$ 20,000.00	\$ 60,000.00
A-38	7-06 SP	WQ FACILITY - STORMFILTER STEEL CB - 2 CARTRIDGE	4	EA	\$ 28,000.00	\$ 112,000.00
A-39	7-06 SP	WQ FACILITY - STORMFILTER CONCRETE CB - 2 CARTRIDGE	1	EA	\$ 28,000.00	\$ 28,000.00
A-40	7-06 SP	WQ FACILITY - STORMFILTER STEEL CB - 3 CARTRIDGE	1	EA	\$ 34,000.00	\$ 34,000.00
A-41	8-01 SP	TEMPORARY EROSION AND SEDIMENT CONTROL (TESC)	1	LS	\$ 16,000.00	\$ 16,000.00
A-42	8-02 SP	SURFACE RESTORATION	2,000	SF	\$ 10.00	\$ 20,000.00
A-43	8-02 SP	SEEDING AND MULCHING	2,000	SF	\$ 1.00	\$ 2,000.00
A-44	8-04 SP	CEMENT CONC. TRAFFIC CURB AND GUTTER	540	LF	\$ 60.00	\$ 32,400.00
A-45	8-04 SP	CEMENT CONC. VERTICAL CURB	720	LF	\$ 46.00	\$ 33,120.00
A-46	8-06 SP	CEMENT CONCRETE DRIVEWAY ENTRANCE TYPE 4	1	EA	\$ 4,650.00	\$ 4,650.00
A-47	8-14	CEMENT CONC. SIDEWALK	100	SY	\$ 100.00	\$ 10,000.00
A-48	8-22	PAINT LINE	1,380	LF	\$ 1.60	\$ 2,208.00

SCHEDULE A TOTAL: \$ 2,916,393.00

**NINTH STREET BASIN WATER QUALITY RETROFIT
BASE BID TABULATION - SCHEDULE B: ECOLOGY LOAN ONLY**

ITEM NO.	SPEC SECTION	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
SCHEDULE B-1 (BID ITEMS WITHOUT ADDED SALES TAX)						
B-1	1-05 SP	ADA FEATURES SURVEYING	1	LS	\$ 5,000.00	\$ 5,000.00
B-2	2-02 SP	REMOVAL OF CEMENT CONC. SIDEWALK INCL. HAUL	20	SY	\$ 50.00	\$ 1,000.00
B-3	2-02 SP	REMOVAL OF CEMENT CONC. CURB INCL. HAUL	80	LF	\$ 10.00	\$ 800.00
B-4	4-04	CRUSHED SURFACING BASE COURSE	310	TN	\$ 36.00	\$ 11,160.00
B-5	5-04 SP	PLANING BITUMINOUS PAVEMENT	4,860	SY	\$ 4.00	\$ 19,440.00
B-6	5-04 SP	HMA CL. 112 IN . PG 64-28	740	TN	\$ 163.00	\$ 120,620.00
B-7	8-04 SP	CEMENT CONC. TRAFFIC CURB AND GUTTER	40	LF	\$ 80.00	\$ 3,200.00
B-8	8-14	CEMENT CONG. CURB RAMP	20	SY	\$ 200.00	\$ 4,000.00

SCHEDULE B-1 (BID ITEMS WITHOUT ADDED SALES TAX) SUBTOTAL: \$ 16,520.00

SCHEDULE B-2 (BID ITEMS WITH ADDED SALES TAX)						
B-9	1-09 SP	MOBILIZATION	1	LS	\$ 12,000.00	\$ 12,000.00
B-10	2-03	COMMON BORROW INCL. HAUL	1,190	CY	\$ 50.00	\$ 59,500.00
B-11	2-09	STRUCTURE EXCAVATION CLASS B INCL. HAUL	1,890	CY	\$ 17.00	\$ 32,130.00
B-12	7-04 SP	CORRUGATED POLYETHYLENE (CPE) STORM SEWER PIPE 30 IN. DIAM.	400	LF	\$ 211.00	\$ 84,400.00
B-13	7-04 SP	CORRUGATED POLYETHYLENE (CPE) STORM SEWER PIPE 36 IN. DIAM.	520	LF	\$ 235.00	\$ 122,200.00
B-14	7-05	CATCH BASIN TYPE 2 72 IN. DIAM.	1	EA	\$ 14,000.00	\$ 14,000.00
B-15	7-05	CATCH BASIN TYPE 2 96 IN. DIAM.	1	EA	\$ 18,000.00	\$ 18,000.00
B-16	7-05 SP	CANYON STORM VAULT	3	EA	\$ 31,000.01	\$ 93,000.00
B-17	7-05 SP	CONNECTION TO EXISTING PIPE	2	EA	\$ 1,750.00	\$ 3,500.00

SALES TAX (8.8%): \$ 8,608.24

SCHEDULE B-2 (BID ITEMS WITH ADDED SALES TAX) SUBTOTAL: \$ 477,338.24

SCHEDULE B TOTAL: \$ 66,425.84

**NINTH STREET BASIN WATER QUALITY RETROFIT
 BASE BID TABULATION-SCHEDULE C: WENATCHEE VALLEY COLLEGE FUNDED**

ITEM NO.	SPEC SECTION	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
C-1	2-02 SP	REMOVAL OF CEMENT CONG. CURB INCL. HAUL	410	LF	\$ 7.00	\$ 2,870.00
C-2	5-04 SP	PLANING BITUMINOUS PAVEMENT	4,110	SY	\$ 4.00	\$ 16,440.00
C-3	5-04 SP	HMA CL. 1/2 IN. PG 64-28	230	TN	\$ 163.00	\$ 37,490.00
C-4	8-04 SP	CEMENT CONG. VERTICAL CURB	410	LF	\$ 50.00	\$ 20,500.00
C-5	8-22	PAINT LINE	3,110	LF	\$ 1.60	\$ 4,976.00

SALES TAX (8.8%): \$---7,'-24_0_2_9_____

SCHEDULE C TOTAL: \$ __8=9'-6-"6=2-'-9_____

TOTAL BASE BID: \$ 3,648,467.53

Should this Bid be accepted, we agree to appear at the office of the City of Wenatchee , Director of Public Works, within ten (10) Calendar Days from the date of the Notice of Acceptance and return the signed Contracts (3) and to provide the Contract Bond and Certificate of Insurance .

We agree to begin Work as described in Section 1-08.4 of the Special Provisions, and to proceed so as to complete the project within 95 Working Days. Charged working days will begin on the first working day following the Notice to Proceed.

Attached hereto is certified check, cashier's check, or bid bond in the amount of (\$) 156,000.00 B.d , payable to the order of the City Treasurer of the City of Wenatchee, this amount being five (5%) percent of the total Bid, based upon the approximate quantities at the above prices.

DATED this 10 day of Apr-1 , 2024, at 20J... 16CA-hq , Washington.

ADDRESS OF BIDDER
(Principal Place of Business)

J&K Earthworks LLC
Firm Name
5S9".: .fb.:!wg Sl-0 v. e Dv.:v-e
{2.oe,\< IS\C\hd, v>A 9 D

By _____
Signature

TELEPHONE 5d-J-?8to-S-C/bf.p

Thvlcs MD n #r
Printed Name/Title

FAX NO. _____

(If the bidder is a corporation, this Proposal must be executed by its duly authorized officials.)

Contractor's State Registration No.	<u>JKEARL*99383</u>
City of Wenatchee Business License No.	<u>0 1D129</u>
State Industrial Insurance No.	<u>4744030291</u>
Employment Security Department No.	<u>143658-004</u>
Current Unified Business Identifier No.	<u>602-085-407</u>
State Excise Tax Registration No.	<u>91-2090215</u>

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, J & K Earthworks LLC as Principal, and Old Republic Surety Company as Surety, are hereby held and firmly bound unto the City of Wenatchee as OWNER in the penal sum of Five Percent (5%) of Bid Amount dollars for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this 22nd day of April, 2024.

The conditions of the above obligation is such that whereas the Principal has submitted to the City of Wenatchee a certain BID, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the **NINTH STREET BASIN WATER QUALITY RETROFIT, PROJECT #2101**

NOW THEREFORE,

- a) If said BID shall be rejected, or
- b) If said BID shall be accepted and the principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing work or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extensions of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

J & K Earthworks LLC -7
Principal

Old Republic Surety Company
Surety

BY: Alyssa J. Lopez
Alyssa J. Lopez, Attorney-in-act

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Washington.

* * * * *
: **OLD REPUBLIC SURETY COMPANY**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS That OLD REPUBLIC SURETY COMPANY , a Wisconsin stock insurance corporation, does make, constitute and appoint:

Eri c A. Zimmerman, Cynthia L. Jay, Julie R. Truitt, Jamie L. Marque s, Carley Espiritu, Aliceon A. Keltner, Christopher Kinyon, Diane M. Harding, Annelies M. Richie, Brandon K. Bush, Jacob T. Haddock, Holli Albers, Alyssa J. Lopez, Katharine J. Snider, Amelia G. Burrill, Justin Dean Price, Lindsey Elaine Jorgensen, Sarah Whitaker of Tacoma, WA its true and lawful Attorney(s)-in-Fac,t with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fac,t pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

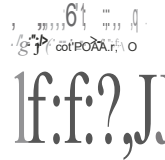
RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER. that any bond, undertaking, recognizance or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president. any vice president or assistant vice president, secretary or assistant secretary , and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent ; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7th day of August 2023



OLD REPUBLIC SURETY COMPANY

14/14

President

Haffner
nt. Secr etar

STATE OF WISCONSIN , COUNTY OF WAUKESHA - SS

On this 7th dav of August 2023 , personally came before me, Alan Payic and Karen J Haffner , to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same. and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



78 8560

Signed and sealed at the City of Brookfield, WI this 22 th day of April 2024

Karen J. Haffner
Assis. it Secretar

1. The City of Wenatchee is currently reviewing the proposed changes to the City of Wenatchee's General Ordinance 1.00, which governs the City's financial management. The proposed changes are intended to improve the City's financial management and ensure compliance with applicable laws and regulations. The proposed changes include:

- a. Revising the definition of "City" to include the City of Wenatchee and its various departments and divisions.
- b. Revising the definition of "City Council" to include the City of Wenatchee and its various departments and divisions.
- c. Revising the definition of "City Manager" to include the City of Wenatchee and its various departments and divisions.
- d. Revising the definition of "City Clerk" to include the City of Wenatchee and its various departments and divisions.
- e. Revising the definition of "City Treasurer" to include the City of Wenatchee and its various departments and divisions.
- f. Revising the definition of "City Auditor" to include the City of Wenatchee and its various departments and divisions.
- g. Revising the definition of "City Controller" to include the City of Wenatchee and its various departments and divisions.
- h. Revising the definition of "City Comptroller" to include the City of Wenatchee and its various departments and divisions.
- i. Revising the definition of "City Assessor" to include the City of Wenatchee and its various departments and divisions.
- j. Revising the definition of "City Engineer" to include the City of Wenatchee and its various departments and divisions.
- k. Revising the definition of "City Surveyor" to include the City of Wenatchee and its various departments and divisions.
- l. Revising the definition of "City Planner" to include the City of Wenatchee and its various departments and divisions.
- m. Revising the definition of "City Administrator" to include the City of Wenatchee and its various departments and divisions.
- n. Revising the definition of "City Director" to include the City of Wenatchee and its various departments and divisions.
- o. Revising the definition of "City Commissioner" to include the City of Wenatchee and its various departments and divisions.
- p. Revising the definition of "City Councilmember" to include the City of Wenatchee and its various departments and divisions.
- q. Revising the definition of "City Councilor" to include the City of Wenatchee and its various departments and divisions.
- r. Revising the definition of "City Councilwoman" to include the City of Wenatchee and its various departments and divisions.
- s. Revising the definition of "City Councilman" to include the City of Wenatchee and its various departments and divisions.
- t. Revising the definition of "City Councilwoman" to include the City of Wenatchee and its various departments and divisions.
- u. Revising the definition of "City Councilman" to include the City of Wenatchee and its various departments and divisions.
- v. Revising the definition of "City Councilwoman" to include the City of Wenatchee and its various departments and divisions.
- w. Revising the definition of "City Councilman" to include the City of Wenatchee and its various departments and divisions.
- x. Revising the definition of "City Councilwoman" to include the City of Wenatchee and its various departments and divisions.
- y. Revising the definition of "City Councilman" to include the City of Wenatchee and its various departments and divisions.
- z. Revising the definition of "City Councilwoman" to include the City of Wenatchee and its various departments and divisions.



This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date 12/21/20 the bidder is not a "willful" violator, as defined in RCW 49.48.020, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

J&K Earthworks LLC
Bidder's Business Name

Signature of Authorized Person J

KS vy + S'bav
Printed Name

Manager
Title

11/22-23
Date

Rock Island
City

WA
State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation LLC

State of Incorporation, or if not a corporation, State where business entity was formed:

WA

If a co-partnership, give firm name under which business is transacted:

* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a part

Local Agency Name <u>City of Wenatchee</u>
Local Agency Address <u>301 North Wenatchee Blvd Wenatchee, WA 98801</u>

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name Project # 2101 Ninth Street Basin Water Quality Retrofit

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW **must** be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name	<u>CWA</u>
Work to be Performed	<u>Asphalt</u>

Subcontractor Name	<u>J&K - Self performing</u>
Work to be Performed	<u>Structural Steel</u>

Subcontractor Name	_____
Work to be Performed	_____

Subcontractor Name	_____
Work to be Performed	_____

Subcontractor Name	_____
Work to be Performed	_____

* Bidder's are notified that is the opinion of the enforcement agency that PVC or metal conduit , junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

ATTACHMENT 3

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location , under his control, where segregated facilities are maintained. The federally assisted construction contractor certified, further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas , parking lots, drinking fountains, recreation or entertainment areas, transportation , and housing facilities provided for employees which are segregated by explicit directive or area, in fact, segregated on the basis of race, creed, color, or national origin , because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such, certification in this file.

Kurt Davis

4/22/2024

Signature

Date

Kurt Davis

Name and title of signer (please type)

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID
PROPOSAL]



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE ¹s subcontractor's ² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name Click here to enter text. <i>JJ/14 -;JOYIP S£VI+ owl-es</i>		Project Name Click here to enter text.	
Bid/ Proposal No. Click here to enter text.	Assistance Agreement ID No. (if known) Click here to enter text.	Point of Contact Click here to enter text.	
Address Click here to enter text.			
Telephone No. Click here to enter text.		Email Address Click here to enter text.	
Prime Contractor Name Click here to enter text.		Iss uing/ Funding Entity Department of Ecology	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment, or Supplies	Price of Work Submitted to the Prime Contractor
Click here to enter text.	Click here to enter text.	Click here to enter text.
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA D Other: Click here to enter text.		Meets/ exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuantto an EPA award of financial assistance.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above . I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<p align="center">Prime Contractor Signature</p>	<p align="center">Print Name <u>Kurt Davis</u></p>
<p align="center">Title</p> <p>Click here to enter text. <u>Manager</u></p>	<p align="center">Date</p> <p>Click here to enter text, LJ <u>7/0-2,;</u></p>
<p align="center">Subcontractor Signature</p>	<p align="center">Print Name</p>
<p align="center">Title</p>	<p align="center">Date</p>
<p>Click here to enter text.</p>	<p>Click here to enter text.</p>



Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE ¹ subcontractors ² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Click here to enter text. S&t- G{ \A -s LL-c		Project Name Click here to enter text. \A\l, S\ v-u2--\-- C;, >1 e. / &vQ 1 ;:-'-'/ Ri,-\- v ,h - ..	
Bid/ Proposal No. Click here to enter text. G.c.-. 2.0L't-WW t1 -c	Assistance Agreement ID No. (if known) Click here to enter text.	Point of Contact Click here to enter text. \t,0 - -t) ,-,s	
Address Click here to enter text.) S-61'3 Na...-t.A(-e S L..ov{.. DV. C.,c.,\:: 5 1<AVLc / , WI\ C/8 'K O			
Telephone No. Click here to enter text. t:::;09 - g 8 £o- s go		Email Address Click here to enter text. u + c01 Y-\;k v.:w-r\::-, U::>y-,...	
Issuing/Funding Entity Department of Ecology			

I have identified potential DBE certified subcontractors DYES IXI,NO			
If yes, please complete the table below. If no, please explain: Click here to enter text.			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Estimated Dollar Amount	Currently DBE Certified?
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Add more lines if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date
Click here to enter text. <i>Mo-Manager</i>	Click here to enter text. <i>Kurt Davis</i> <i>4/25/2024</i>

Bidders List - J&K Earthworks LLC

RE: Ninth Street Basin Water Quality Retrofit

City Project# 2102

Ecology Project# WQC-2024-WENATCH-00050

Central Washington Asphalt - Non DBE - *D- , <e.-vec> f 4/24 @ 4:58pm*

Justin Fulbright : Justin@cwainc.us

509-662-6063

Quoted HMA installation

Curb Appeal – Non DBE - *Received 4/24 @ 3:54 pm*

Mike Kummer: mikek@curbappeal-concrete.com

406-577-4089

Quoted concrete installation

Hampton Construction Inc- Non DBE *4<;-,, 4/2-3 ;;J 11 :L/2-a Vh*

Gordy: Gordy@hamptonconstructioninc.com

509-350-2725

Quoted concrete installation

Stripe Rite – Non DBE - *Received 4/24 @ 3:37pm*

Collin All igood: Collin@striperite.com

509-248-7233

Quoted paint line installation

Praline Concrete Cutting LLC - Non DBE *i :.V<.Je(4/2-Z- a) 11 :Z.'6o-.vY1*

Jim Youngblood : jim@prolinecutting.com

509-826-5861

Quoted Sawcutting

Washington Green Hydroseeding, Inc - Non DBE ... ie,,vej 'f/Z?, ;J /I, /Ijclvv,

Lance Hobson: lhobson@wagreen.net

509-547-7756

Quoted Hydroseeding

Ground Up Road Construction, Inc- Non DBE -'(LR-'-'-.!NCCJ 1/1-3 a) -OZ. D vv-,

Weldon Stoneburner: Weldon@grndup.com

253 -255-7070

Quoted HMA Planning and pulveri zing

Columbia Crane - Non DBE - Retrieved 4/23 @ 11:08 am

Phil Piepel: phil@columbiacrane.com

509-888-6671

Quoted crane operations.



Manager J&K Earthworks

J&K Earthworks LLC

Previous Projects

Knowles Road Phase 2

Lawrence Dillon : Construction Manager Chelan County

Phone: 509-667-6317

Contract: \$3,743,615

Install utilities, surfacing, walls for new roadway.

Lick Creek Culvert Replacement

Darren Case: Construction Manager for Kittitas County

Phone: 509-607-6144

Contract: \$1,218,492

Install new concrete culvert, streambed restoration.

Kittitas Maintenance Facility (2020-2021)

Tim Blews: Construction Manager for Blew's Construction

Phone : 509-994-3363

Contract: \$639,000

Grade site, install utilities, and prep for new building.

Meadow Point Housing (2020-2021)

Bill Scho enwald: Construction Manager for MCLundgren

Phone: 509-991-7033

Contract: \$1,278,000

Grade site, install utilities, and prep for new building. Off-site water system and half road improvements.

City of Leavenworth - South Interceptor Replacement (2020)

Kurt Holland: Project Engineer - Varela & Associates

Phone: 509-328-6066

Contract: \$1,948,361.63

Install new sewer main using open cut and pipe bursting methods.

City of Wenatchee - Ninth St Parking Lot (2020)

Jacob Huylar: Project Manager- City of Wenatchee

Phone: 509-888-3200

Contract: \$551,580.91

Grade for and install new parking lot including storm, lighting, landscaping, and paving.

City of Wenatchee - 2020 Sewer Rehabilitation (2020)

Jeremy Hoover: Project Manager - City of Wenatchee

Phone: 509-888-3200

Contract: \$198,624.44

Repair existing city sewer line s.

Project Name City of Wenatchee Ninth Street Basin Water Quality Retrofit
ECOLOGY SFAP ELIGIBLE COST SUBTOTAL

Location Wenatchee, WA
Owner City of Wenatchee
City Project No. 2214
Ecology Project No. WQC-2024-Wenatch-00050
Project No. 30-200023

Estimated By: SMN **Checked By:** JWV
Date: 3/26/2024 **Date:** 3/26/2024

ITEM NO.	SPEC SECTION	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
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DIVISION 1 - GENERAL REQUIREMENTS

1	1-05 SP	CONTRACTOR SURVEYING	1	LS	\$20,000	\$20,000
3	1-05 SP	RECORD DRAWINGS (MINIMUM BID \$1,000)	1	LS	\$2,500	\$2,500
4	1-07 SP	SEWER UTILITY CONSTRUCTION, REMOVAL, AND RELOCATION	1	FA	\$20,000	\$20,000
5	1-07 SP	UTILITY POTHOLING	30	EA	\$750	\$22,500
6	1-07	SPCC PLAN	1	LS	\$2,000	\$2,000
7	1-09 SP	MOBILIZATION	1	LS	\$255,113	\$255,113
8	1-10	TEMPORARY TRAFFIC CONTROL	1	LS	\$70,000	\$70,000
9	1-10 SP	WORK ZONE SAFETY CONTINGENCY	1	FA	\$20,000	\$20,000

DIVISION 2 - EARTHWORK

10	2-01	CLEARING AND GRUBBING	0.15	AC	\$30,000	\$4,500
11	2-02 SP	SAWCUTTING	2,350	LF	\$3.00	\$7,050
12	2-02 SP	REMOVAL OF ASPHALT CONC. PAVEMENT INCL. HAUL	5,440	SY	\$10	\$54,400
13	2-02 SP	REMOVAL OF CEMENT CONC. SIDEWALK INCL. HAUL	100	SY	\$30	\$3,000
14	2-02 SP	REMOVAL OF CEMENT CONC. CURB INCL. HAUL	380	LF	\$10	\$3,800
15	2-02 SP	REMOVAL OF EXISTING DRAINAGE STRUCTURE	8	EA	\$1,000	\$8,000
16	2-02 SP	REMOVAL OF EXISTING STORM PIPE	700	LF	\$40	\$28,000
17	2-03	COMMON BORROW INCL. HAUL	4,250	CY	\$45	\$191,250
18	2-09	STRUCTURE EXCAVATION CLASS B INCL. HAUL	8,180	CY	\$35	\$286,300
19	2-09 SP	SHORING	31,490	SF	\$1.00	\$31,490

DIVISION 4 - BASES

20	4-04	CRUSHED SURFACING TOP COURSE	830	TN	\$50	\$41,500
21	4-04	CRUSHED SURFACING BASE COURSE	3,610	TN	\$50	\$180,500

DIVISION 5 - SURFACE TREATMENTS AND PAVEMENTS

23	5-04 SP	HMA CL. 1/2 IN. PG 64-28	1,130	TN	\$180	\$203,400
24	5-04 SP	ASPHALT THICKENED EDGE	980	LF	\$25	\$24,500

DIVISION 7 - DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS WATER MAINS, AND CONDUITS

25	7-04 SP	CORRUGATED POLYETHYLENE STORM SEWER PIPE 8 IN. DIAM.	130	LF	\$80	\$10,400
26	7-04 SP	CORRUGATED POLYETHYLENE STORM SEWER PIPE 12 IN. DIAM.	680	LF	\$100	\$68,000
27	7-04 SP	CORRUGATED POLYETHYLENE STORM SEWER PIPE 18 IN. DIAM.	2220	LF	\$110	\$244,200
30	7-05	DUCTILE IRON STORM SEWER PIPE 12 IN. DIAM.	40	LF	\$190	\$7,600
31	7-05	CATCH BASIN TYPE 1	7	EA	\$2,500	\$17,500
32	7-05	CATCH BASIN TYPE 2 48 IN DIAM.	7	EA	\$7,500	\$52,500
33	7-05	MANHOLE TYPE 3 48 IN. DIAM.	10	EA	\$7,500	\$75,000
34	7-05	CATCH BASIN TYPE 2 W/ FLOW CONTROL STRUCTURE	1	EA	\$15,000	\$15,000
38	7-05 SP	STORMVAULT DIVERTER MANHOLE	1	EA	\$9,900	\$9,900
39	7-05	CONNECTION TO EXISTING DRAINAGE STRUCTURE	2	EA	\$2,000	\$4,000
40	7-05 SP	CONNECTION TO EXISTING PIPE	2	EA	\$2,000	\$4,000
41	7-06 SP	WQ FACILITY STORMFILTER VAULT - 8 x 20	1	EA	\$190,000	\$190,000
42	7-06 SP	WQ FACILITY STORMFILTER 96 IN. DIAM.	1	EA	\$75,600	\$75,600
43	7-06 SP	R-TANK INFILTRATION DETENTION SYSTEM	1	EA	\$400,000	\$400,000
44	7-06 SP	WQ FACILITY - STORMFILTER STEEL CB - 1 CARTRIDGE	3	EA	\$15,000	\$45,000
45	7-06 SP	WQ FACILITY - STORMFILTER STEEL CB - 2 CARTRIDGE	4	EA	\$24,000	\$96,000
46	7-06 SP	WQ FACILITY - STORMFILTER CONCRETE CB - 2 CARTRIDGE	1	EA	\$25,200	\$25,200
47	7-06 SP	WQ FACILITY - STORMFILTER STEEL CB - 3 CARTRIDGE	1	EA	\$31,200	\$31,200

DIVISION 8 - MISCELLANEOUS CONSTRUCTION

48	8-01 SP	TEMPORARY EROSION AND SEDIMENT CONTROL PLAN (TESC)	1	LS	\$25,000	\$25,000
49	8-02 SP	SURFACE RESTORATION	2,000	SF	\$5.00	\$10,000
50	8-02 SP	SEEDING AND MULCHING	2,000	SF	\$3.00	\$6,000
51	8-04 SP	CEMENT CONC. TRAFFIC CURB AND GUTTER	540	LF	\$50	\$27,000
52	8-04 SP	CEMENT CONC. VERTICAL CURB	720	LF	\$35	\$25,200
53	8-06 SP	CEMENT CONCRETE DRIVEWAY ENTRANCE TYPE 4	1	EA	\$5,000	\$5,000
54	8-14	CEMENT CONC. SIDEWALK	100	SY	\$100	\$10,000
56	8-22	PAINT LINE	1,380	LF	\$3.00	\$4,140

					Subtotal Project Cost	\$2,963,243
					TOTAL PROJECT COST	\$2,963,243
					TOTAL PROJECT COST (Rounded)	\$2,964,000

Ninth Street Water Quality Retrofit - ECOLOGY LOAN ONLY

Project Name		City of Wenatchee Ninth Street Basin Water Quality Retrofit ECOLOGY LOAN ONLY					
Location		Wenatchee, WA					
Owner		City of Wenatchee					
City Project No.		2214					
Ecology Project No.		WQC-2024-Wenatch-00050					
Project No.		30-200023					
Estimated By:			SMN		Checked By: JVW		
Date:			3/26/2024		Date: 3/26/2024		
ITEM NO.	SPEC SECTION	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST	TAX EXEMPT (YES/NO)
DIVISION 1 - GENERAL REQUIREMENTS							
2	1-05 SP	ADA FEATURES SURVEYING	1	LS	\$16,000	\$16,000	YES
7	1-09 SP	MOBILIZATION	1	LS	\$69,117	\$69,117	RATIO BASED
DIVISION 2 - EARTHWORK							
13	2-02 SP	REMOVAL OF CEMENT CONC. SIDEWALK INCL. HAUL	20	SY	\$30	\$600	YES
14	2-02 SP	REMOVAL OF CEMENT CONC. CURB INCL. HAUL	80	LF	\$10	\$800	YES
17	2-03	COMMON BORROW INCL. HAUL	1,190	CY	\$45	\$53,550	NO
18	2-09	STRUCTURE EXCAVATION CLASS B INCL. HAUL	1890	CY	\$35	\$66,150	NO
DIVISION 4 - BASES							
21	4-04	CRUSHED SURFACING BASE COURSE	310	TN	\$50	\$15,500	YES
DIVISION 5 - SURFACE TREATMENTS AND PAVEMENTS							
22	5-04 SP	PLANING BITUMINOUS PAVEMENT	4,860	SY	\$7	\$34,020	YES
23	5-04 SP	HMA CL. 1/2 IN. PG 64-28	740	TN	\$180	\$133,200	YES
DIVISION 7 - DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS WATER MAINS, AND CONDUITS							
28	7-04 SP	CORRUGATED POLYETHYLENE STORM SEWER PIPE 30 IN. DIAM.	400	LF	\$210	\$84,000	NO
29	7-04 SP	CORRUGATED POLYETHYLENE STORM SEWER PIPE 36 IN. DIAM.	520	LF	\$220	\$114,400	NO
35	7-05	CATCH BASIN TYPE 2 72 IN. DIAM.	1	EA	\$10,000	\$10,000	NO
36	7-05	CATCH BASIN TYPE 2 96 IN. DIAM.	1	EA	\$11,000	\$11,000	NO
37	7-05 SP	CANYON STORM VAULT	3	EA	\$19,000	\$57,000	NO
40	7-05 SP	CONNECTION TO EXISTING PIPE	2	EA	\$2,000	\$4,000	NO
DIVISION 8 - MISCELLANEOUS CONSTRUCTION							
51	8-04 SP	CEMENT CONC. TRAFFIC CURB AND GUTTER	40	LF	\$50	\$2,000	YES
55	8-14	CEMENT CONC. CURB RAMP	20	SY	\$350	\$7,000	YES
					Subtotal Project Cost	\$678,337	
					Tax	8.8%	\$70,418
					TOTAL PROJECT COST	\$748,755	
					TOTAL PROJECT COST (Rounded)	\$749,000	

Ninth Street Water Quality Retrofit - WENATCHEE VALLEY COLLEGE FUNDED

Project Name						
City of Wenatchee Ninth Street Basin Water Quality Retrofit WENATCHEE VALLEY COLLEGE FUNDED SUBTOTAL						
Location Wenatchee, WA						
Owner City of Wenatchee						
City Project No. 2214						
Ecology Project No. WQC-2024-Wenatch-00050						
Project No. 30-200023						
Estimated By: SMN				Checked By: JWV		
Date: 3/26/2024				Date: 3/26/2024		
ITEM NO.	SPEC SECTION	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
DIVISION 2 - EARTHWORK						
14	2-02 SP	REMOVAL OF CEMENT CONC. CURB INCL. HAUL	410	LF	\$10	\$4,100
DIVISION 5 - SURFACE TREATMENTS AND PAVEMENTS						
22	5-04 SP	PLANING BITUMINOUS PAVEMENT	4110	SY	\$7	\$28,770
23	5-04 SP	HMA CL. 1/2 IN. PG 64-28	230	TN	\$180	\$41,400
DIVISION 8 - MISCELLANEOUS CONSTRUCTION						
52	8-04 SP	CEMENT CONC. VERTICAL CURB	410	LF	\$35	\$14,350
56	8-22	PAINT LINE	3110	LF	\$3	\$9,330
					Subtotal Project Cost	\$97,950
					Tax 8.8%	\$8,620
					TOTAL PROJECT COST	\$106,570
					TOTAL PROJECT COST (Rounded)	\$107,000

Ninth Street Water Quality Retrofit - TOTAL PROJECT COST

Project Name						
City of Wenatchee Ninth Street Basin Water Quality Retrofit TOTAL PROJECT COST						
Bid items highlighted in green are Ecology SFAP eligible. Breakdown of quantities and costs applied to loan provided on subquential sheet ("ECOLOGY SFAP ELIGIBLE SUBTOTAL").						
Location Wenatchee, WA						
Owner City of Wenatchee						
City Project No. 2214						
Ecology Project No. WQC-2024-Wenatch-00050						
Osborn Project No. 30-200023						
Estimated By: SMN				Checked By: JVV		
Date: 3/26/2024				Date: 03/26/2024		
ITEM NO.	SPEC SECTION	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
DIVISION 1 - GENERAL REQUIREMENTS						
1	1-05 SP	CONTRACTOR SURVEYING	1	LS	\$20,000	\$20,000
2	1-05 SP	ADA FEATURES SURVEYING	1	LS	\$16,000	\$16,000
3	1-05 SP	RECORD DRAWINGS (MINIMUM BID \$1,000)	1	LS	\$2,500	\$2,500
4	1-07 SP	SEWER UTILITY CONSTRUCTION, REMOVAL, AND RELOCATION	1	FA	\$20,000	\$20,000
5	1-07 SP	UTILITY POTHOLING	30	EA	\$750	\$22,500
6	1-07	SPCC PLAN	1	LS	\$2,000	\$2,000
7	1-09 SP	MOBILIZATION	1	LS	\$324,230	\$324,230
8	1-10	TEMPORARY TRAFFIC CONTROL	1	LS	\$70,000	\$70,000
9	1-10 SP	WORK ZONE SAFETY CONTINGENCY	1	FA	\$20,000	\$20,000
DIVISION 2 - EARTHWORK						
10	2-01	CLEARING AND GRUBBING	0.15	AC	\$30,000	\$4,500
11	2-02 SP	SAWCUTTING	2,350	LF	\$3.00	\$7,050
12	2-02 SP	REMOVAL OF ASPHALT CONC. PAVEMENT INCL. HAUL	5,440	SY	\$10	\$54,400
13	2-02 SP	REMOVAL OF CEMENT CONC. SIDEWALK INCL. HAUL	120	SY	\$30	\$3,600
14	2-02 SP	REMOVAL OF CEMENT CONC. CURB INCL. HAUL	870	LF	\$10	\$8,700
15	2-02 SP	REMOVAL OF EXISTING DRAINAGE STRUCTURE	8	EA	\$1,000	\$8,000
16	2-02 SP	REMOVAL OF EXISTING STORM PIPE	700	LF	\$40	\$28,000
17	2-03	COMMON BORROW INCL. HAUL	5,440	CY	\$45	\$244,800
18	2-09	STRUCTURE EXCAVATION CLASS B INCL. HAUL	10,070	CY	\$35	\$352,450
19	2-09 SP	SHORING	31,490	SF	\$1.00	\$31,490
DIVISION 4 - BASES						
20	4-04	CRUSHED SURFACING TOP COURSE	830	TN	\$50	\$41,500
21	4-04	CRUSHED SURFACING BASE COURSE	3,920	TN	\$50	\$196,000
DIVISION 5 - SURFACE TREATMENTS AND PAVEMENTS						
22	5-04 SP	PLANING BITUMINOUS PAVEMENT	8,970	SY	\$7.00	\$62,790
23	5-04 SP	HMA CL. 1/2 IN. PG 64-28	2,100	TN	\$180	\$378,000
24	5-04 SP	ASPHALT THICKENED EDGE	980	LF	\$25	\$24,500
DIVISION 7 - DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS WATER MAINS, AND CONDUITS						
25	7-04 SP	CORRUGATED POLYETHYLENE STORM SEWER PIPE 8 IN. DIAM.	130	LF	\$80	\$10,400
26	7-04 SP	CORRUGATED POLYETHYLENE STORM SEWER PIPE 12 IN. DIAM.	680	LF	\$100	\$68,000
27	7-04 SP	CORRUGATED POLYETHYLENE STORM SEWER PIPE 18 IN. DIAM.	2,220	LF	\$110	\$244,200
28	7-04 SP	CORRUGATED POLYETHYLENE STORM SEWER PIPE 30 IN. DIAM.	400	LF	\$210	\$84,000
29	7-04 SP	CORRUGATED POLYETHYLENE STORM SEWER PIPE 36 IN. DIAM.	520	LF	\$220	\$114,400
30	7-04 SP	DUCTILE IRON STORM SEWER PIPE 12 IN. DIAM.	40	LF	\$190	\$7,600
31	7-05	CATCH BASIN TYPE 1	7	EA	\$2,500	\$17,500
32	7-05	CATCH BASIN TYPE 2 48 IN DIAM.	7	EA	\$7,500	\$52,500
33	7-05	MANHOLE TYPE 3 48 IN. DIAM.	10	EA	\$7,500	\$75,000
34	7-05	CATCH BASIN TYPE 2 W/ FLOW CONTROL STRUCTURE	1	EA	\$15,000	\$15,000
35	7-05	CATCH BASIN TYPE 2 72 IN. DIAM.	1	EA	\$10,000	\$10,000
36	7-05	CATCH BASIN TYPE 2 96 IN. DIAM.	1	EA	\$11,000	\$11,000
37	7-05 SP	CANYON STORM VAULT	3	EA	\$19,000	\$57,000
38	7-05 SP	STORMVAULT DIVERTER MANHOLE	1	EA	\$9,900	\$9,900
39	7-05	CONNECTION TO EXISTING DRAINAGE STRUCTURE	2	EA	\$2,000	\$4,000
40	7-05 SP	CONNECTION TO EXISTING PIPE	4	EA	\$2,000	\$8,000
41	7-06 SP	WQ FACILITY STORMFILTER VAULT - 8 x 20	1	EA	\$190,000	\$190,000
42	7-06 SP	WQ FACILITY STORMFILTER 96 IN. DIAM.	1	EA	\$75,600	\$75,600
43	7-06 SP	R-TANK INFILTRATION DETENTION SYSTEM	1	EA	\$400,000	\$400,000
44	7-06 SP	WQ FACILITY - STORMFILTER STEEL CB - 1 CARTRIDGE	3	EA	\$15,000	\$45,000
45	7-06 SP	WQ FACILITY - STORMFILTER STEEL CB - 2 CARTRIDGE	4	EA	\$24,000	\$96,000
46	7-06 SP	WQ FACILITY - STORMFILTER CONCRETE CB - 2 CARTRIDGE	1	EA	\$25,200	\$25,200
47	7-06 SP	WQ FACILITY - STORMFILTER STEEL CB - 3 CARTRIDGE	1	EA	\$31,200	\$31,200
DIVISION 8 - MISCELLANEOUS CONSTRUCTION						
48	8-01 SP	TEMPORARY EROSION AND SEDIMENT CONTROL PLAN (TESC)	1	LS	\$25,000	\$25,000
49	8-02 SP	SURFACE RESTORATION	2,000	SF	\$5.00	\$10,000
50	8-02 SP	SEEDING AND MULCHING	2,000	SF	\$3.00	\$6,000
51	8-04 SP	CEMENT CONC. TRAFFIC CURB AND GUTTER	580	LF	\$50	\$29,000
52	8-04 SP	CEMENT CONC. VERTICAL CURB	1,130	LF	\$35	\$39,550
53	8-06 SP	CEMENT CONCRETE DRIVEWAY ENTRANCE TYPE 4	1	EA	\$5,000	\$5,000
54	8-14	CEMENT CONC. SIDEWALK	100	SY	\$100	\$10,000
55	8-14	CEMENT CONC. CURB RAMP	20	SY	\$350	\$7,000
56	8-22	PAINT LINE	4,490	LF	\$3.00	\$13,470
					Subtotal Project Cost	\$3,739,530
					Total Tax	\$79,037
					TOTAL PROJECT COST	\$3,818,567
					TOTAL PROJECT COST (Rounded)	\$3,819,000

Item No.	Description	Qty	Unit	Engineer's Estimate		HCON Inc.		Excavation West Inc.		Selland Construction Inc.		J&K Earthworks LLC		Johansen Construction Co.		Pipkin Construction		Hurst Construction LLC		ACI	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
SCHEDULE A: ECOLOGY STORMWATER FINANCIAL ASSISTANCE PROGRAM ELIGIBLE																					
A-1	CONTRACTOR SURVEYING	1.00	LS	20,000.00	20,000.00	20,700.00	20,700.00	20,000.00	20,000.00	20,000.00	20,000.00	30,000.00	30,000.00	21,850.00	21,850.00	20,000.00	20,000.00	25,000.00	25,000.00	20,350.00	20,350.00
A-2	RECORD DRAWINGS (MINIMUM BID \$1,000)	1.00	LS	2,500.00	2,500.00	5,000.00	5,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
A-3	SEWER UTILITY CONSTRUCTION, REMOVAL, AND RELOCATION	1.00	FA	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
A-4	UTILITY POTHOLING	30.00	EA	750.00	22,500.00	400.00	12,000.00	303.50	9,105.00	250.00	7,500.00	800.00	24,000.00	1,150.00	34,500.00	1,000.00	30,000.00	740.00	22,200.00	785.00	23,550.00
A-5	SPCC PLAN	1.00	LS	2,000.00	2,000.00	6,500.00	6,500.00	600.00	600.00	100.00	100.00	500.00	500.00	1,000.00	1,000.00	500.00	500.00	200.00	200.00	150.00	150.00
A-6	MOBILIZATION	1.00	LS	255,575.00	255,575.00	295,000.00	295,000.00	220,000.00	220,000.00	300,000.00	300,000.00	290,000.00	290,000.00	317,037.45	317,037.45	294,000.00	294,000.00	145,000.00	145,000.00	268,459.82	268,459.82
A-7	TEMPORARY TRAFFIC CONTROL	1.00	LS	70,000.00	70,000.00	135,000.00	135,000.00	157,145.00	157,145.00	50,000.00	50,000.00	160,000.00	160,000.00	270,000.00	270,000.00	50,000.00	50,000.00	100,000.00	100,000.00	211,555.00	211,555.00
A-8	WORK ZONE SAFETY CONTINGENCY	1.00	FA	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
A-9	CLEARING AND GRUBBING	0.15	AC	30,000.00	4,500.00	80,000.00	12,000.00	22,300.00	3,345.00	40,000.00	6,000.00	30,000.00	4,500.00	4,085.00	612.75	5,000.00	750.00	4,000.00	600.00	13,450.00	2,017.50
A-10	SAWCUTTING	2,350.00	LF	3.00	7,050.00	2.80	6,580.00	3.10	7,285.00	3.50	8,225.00	3.00	7,050.00	5.35	12,572.50	2.50	5,875.00	2.00	4,700.00	5.50	12,925.00
A-11	REMOVAL OF ASPHALT CONC. PAVEMENT INCL. HAUL	5,440.00	SY	10.00	54,400.00	8.00	43,520.00	7.05	38,352.00	21.50	116,960.00	7.00	38,080.00	12.45	67,728.00	4.00	21,760.00	27.00	146,880.00	9.50	51,680.00
A-12	REMOVAL OF CEMENT CONC. SIDEWALK INCL. HAUL	100.00	SY	30.00	3,000.00	29.00	2,900.00	15.50	1,550.00	35.00	3,500.00	28.00	2,800.00	12.90	1,290.00	55.00	5,500.00	23.00	2,300.00	20.00	2,000.00
A-13	REMOVAL OF CEMENT CONC. CURB INCL. HAUL	380.00	LF	10.00	3,800.00	7.80	2,964.00	5.15	1,957.00	7.00	2,660.00	7.00	2,660.00	6.95	2,641.00	15.00	5,700.00	11.00	4,180.00	9.00	3,420.00
A-14	REMOVAL OF EXISTING DRAINAGE STRUCTURE	8.00	EA	1,000.00	8,000.00	500.00	4,000.00	1,670.00	13,360.00	2,500.00	20,000.00	2,750.00	22,000.00	468.75	3,750.00	500.00	4,000.00	600.00	4,800.00	275.00	2,200.00
A-15	REMOVAL OF EXISTING STORM PIPE	700.00	LF	40.00	28,000.00	27.00	18,900.00	33.40	23,380.00	25.00	17,500.00	30.00	21,000.00	17.15	12,005.00	11.00	7,700.00	9.00	6,300.00	45.00	31,500.00
A-16	GRAVEL BACKFILL FOR DRYWELLS	530.00	CY	50.00	26,500.00	75.00	39,750.00	40.25	21,332.50	95.00	50,350.00	85.00	45,050.00	53.50	28,355.00	65.00	34,450.00	98.00	51,940.00	33.00	17,490.00
A-17	COMMON BORROW INCL. HAUL	3,790.00	CY	45.00	170,550.00	25.00	94,750.00	30.25	114,647.50	10.00	37,900.00	50.00	189,500.00	37.00	140,230.00	7.50	34,425.00	0.50	1,895.00	38.00	144,020.00
A-18	STRUCTURE EXCAVATION CLASS B INCL. HAUL	8,360.00	CY	35.00	292,600.00	25.00	209,000.00	16.55	138,358.00	10.00	83,600.00	17.00	142,120.00	34.15	285,494.00	2.00	16,720.00	11.00	91,960.00	13.00	108,680.00
A-19	SHORING	31,710.00	SF	1.00	31,710.00	0.50	15,855.00	0.55	17,440.50	0.01	317.10	2.00	63,420.00	3.30	104,643.00	1.00	31,710.00	0.30	9,513.00	0.50	15,855.00
A-20	CRUSHED SURFACING TOP COURSE	830.00	TN	50.00	41,500.00	28.00	23,240.00	35.00	29,050.00	65.00	53,950.00	43.00	35,690.00	39.45	32,743.50	90.00	74,700.00	70.00	58,100.00	35.00	29,050.00
A-21	CRUSHED SURFACING BASE COURSE	3,610.00	TN	50.00	180,500.00	34.00	122,740.00	34.65	125,086.50	37.00	133,570.00	36.00	129,960.00	54.70	197,467.00	30.00	108,300.00	27.00	97,470.00	34.00	122,740.00
A-22	HMA CL 1/2 IN PG 64-28	1,130.00	TN	180.00	203,400.00	190.00	214,700.00	162.50	183,625.00	159.00	179,670.00	163.00	184,190.00	165.75	187,297.50	155.00	175,150.00	160.00	180,800.00	162.00	183,060.00
A-23	ASPHALT THICKENED EDGE	980.00	LF	25.00	24,500.00	17.00	16,660.00	9.25	9,065.00	5.00	4,900.00	6.50	6,370.00	5.60	5,488.00	5.25	5,145.00	5.45	5,341.00	5.25	5,145.00
A-24	CORRUGATED POLYETHYLENE (CPE) STORM SEWER PIPE 8 IN. DIAM.	130.00	LF	80.00	10,400.00	70.00	9,100.00	61.05	7,936.50	65.00	8,450.00	95.00	12,350.00	75.00	9,750.00	87.00	11,310.00	88.50	11,505.00	70.00	9,100.00
A-25	CORRUGATED POLYETHYLENE (CPE) STORM SEWER PIPE 12 IN. DIAM.	690.00	LF	100.00	69,000.00	82.00	56,580.00	45.48	31,381.20	75.00	51,750.00	98.00	67,620.00	87.00	60,030.00	110.00	75,900.00	96.50	66,585.00	66.00	45,540.00
A-26	CORRUGATED POLYETHYLENE (CPE) STORM SEWER PIPE 18 IN. DIAM.	2,210.00	LF	110.00	243,100.00	108.00	238,680.00	71.25	157,462.50	85.00	187,850.00	120.00	265,200.00	125.25	276,802.50	125.00	276,250.00	193.00	426,530.00	87.00	192,270.00
A-27	CATCH BASIN TYPE 1	7.00	EA	2,500.00	17,500.00	2,500.00	17,500.00	1,905.00	13,335.00	2,500.00	17,500.00	2,750.00	19,250.00	2,355.00	16,485.00	3,000.00	21,000.00	2,900.00	20,300.00	1,800.00	12,600.00
A-28	CATCH BASIN TYPE 2 48 IN. DIAM.	7.00	EA	7,500.00	52,500.00	5,000.00	35,000.00	4,720.00	33,040.00	5,500.00	38,500.00	6,000.00	42,000.00	4,975.00	34,825.00	7,000.00	49,000.00	6,900.00	48,300.00	5,500.00	38,500.00
A-29	MANHOLE TYPE 3 48 IN. DIAM.	10.00	EA	7,500.00	75,000.00	5,400.00	54,000.00	5,360.00	53,600.00	5,500.00	55,000.00	6,200.00	62,000.00	5,315.00	53,150.00	7,000.00	70,000.00	6,850.00	68,500.00	5,600.00	56,000.00
A-30	CATCH BASIN TYPE 2 W/ FLOW CONTROL STRUCTURE	1.00	EA	15,000.00	15,000.00	16,000.00	16,000.00	8,400.00	8,400.00	17,500.00	17,500.00	13,000.00	13,000.00	15,255.00	15,255.00	13,000.00	13,000.00	15,400.00	15,400.00	10,500.00	10,500.00
A-31	STORMVAULT DIVERTER MANHOLE	1.00	EA	9,900.00	9,900.00	20,000.00	20,000.00	5,800.00	5,800.00	15,500.00	15,500.00	9,700.00	9,700.00	8,235.00	8,235.00	8,000.00	8,000.00	11,000.00	11,000.00	8,200.00	8,200.00
A-32	CONNECTION TO EXISTING DRAINAGE STRUCTURE	2.00	EA	2,000.00	4,000.00	3,500.00	7,000.00	2,550.00	5,100.00	4,500.00	9,000.00	2,850.00	5,700.00	3,000.00	6,000.00	15,000.00	30,000.00	5,000.00	10,000.00	2,000.00	4,000.00
A-33	CONNECTION TO EXISTING PIPE	2.00	EA	2,000.00	4,000.00	3,500.00	7,000.00	1,940.00	3,880.00	1,500.00	3,000.00	1,750.00	3,500.00	1,800.00	3,600.00	500.00	1,000.00	2,300.00	4,600.00	900.00	1,800.00
A-34	WQ FACILITY STORMFILTER VAULT - 8 x 20	1.00	EA	190,000.00	190,000.00	230,000.00	230,000.00	187,120.00	187,120.00	225,000.00	225,000.00	217,000.00	217,000.00	244,250.00	244,250.00	230,000.00	230,000.00	248,500.00	248,500.00	211,000.00	211,000.00
A-35	WQ FACILITY STORMFILTER 96 IN. DIAM.	1.00	EA	75,600.00	75,600.00	110,000.00	110,000.00	80,520.00	80,520.00	90,000.00	90,000.00	97,000.00	97,000.00	108,000.00	108,000.00	90,000.00	90,000.00	108,000.00	108,000.00	92,000.00	92,000.00
A-36	RAINVAULT INFILTRATION DETENTION SYSTEM	1.00	EA	400,000.00	400,000.00	430,509.00	430,509.00	322,900.00	322,900.00	440,000.00	440,000.00	308,000.00	308,000.00	340,000.00	340,000.00	450,000.00	450,000.00	361,000.00	361,000.00	525,000.00	525,000.00
A-37	WQ FACILITY - STORMFILTER STEEL CB - 1 CARTRIDGE	3.00	EA	15,000.00	45,000.00	24,000.00	72,000.00	18,745.00	56,235.00	20,500.00	61,500.00	20,000.00	60,000.00	28,000.00	84,000.00	20,000.00	60,000.00	22,000.00	66,000.00	17,650.00	52,950.00
A-38	WQ FACILITY - STORMFILTER STEEL CB - 2 CARTRIDGE	4.00	EA	24,000.00	96,000.00	30,000.00	120,000.00	26,820.00	107,280.00	30,500.00	122,000.00	28,000.00	112,000.00	27,750.00	111,000.00	30,000.00	120,000.00	33,000.00	132,000.00	27,250.00	109,000.00
A-39	WQ FACILITY - STORMFILTER CONCRETE CB - 2 CARTRIDGE	1.00	EA	25,200.00	25,200.00	30,000.00	30,000.00	28,450.00	28,450.00	30,500.00	30,500.00	28,000.00	28,000.00	27,750.00	27,750.00	30,000.00	30,000.00	34,000.00	34,000.00	27,900.00	27,900.00
A-40	WQ FACILITY - STORMFILTER STEEL CB - 3																				

Item No.	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
	Sub Total				97,950.00		125,290.00		83,568.60		84,740.50		82,276.00		95,087.00		94,600.00		77,282.00		92,352.50
	Sales Tax (8.8%)				8,620.00		11,025.52		7,354.00		7,240.25		8,367.60		8,324.80		6,800.80		6,800.80		8,127.00
	SCH. C TOTAL				106,570.00		136,315.52		90,922.64		92,197.66		89,516.29		103,454.66		102,924.80		84,082.82		100,479.52
	TOTAL PRICE				3,794,523.00		3,770,422.64		3,039,744.27		3,204,109.16		3,648,662.53		4,010,000.00		3,313,993.72		3,463,303.90		3,437,437.00
	Bid Proposal				3,770,422.64		3,039,744.28		3,204,109.16		3,648,667.53		4,010,000.00		3,313,993.72		3,463,303.90		3,437,437.00		3,437,437.00
	Over/Under Difference				-		(0.01)		-		195.00 *		-		-		-		-		-

* Multiplication Error in Schedule A, Item A-23



CITY COUNCIL AGENDA REPORT

TO: Mike Poirier, Mayor
City Council

FROM: Rob Jammerman, Public Work Director
Public Works Department

MEETING DATE: May 9, 2024

I. SUBJECT

The Right-of-Way (ROW) vacation of a portion of N. Columbia Street.

II. ACTION REQUESTED

It is recommended that the City Council conduct a Public Hearing for the proposed N. Columbia Street vacation and approve Ordinance 2024-07 vacating a portion of N. Columbia Street.

III. OVERVIEW

Please review the following brief history related the N. Columbia Street and the recommended ROW vacation:

1. The City of Wenatchee purchased the McKittrick and N. Columbia Street ROW in 2017 and 2018. The ROW was purchased for the McKittrick Street extension and the planned N. Columbia Street (see exhibit 1).
2. The City completed the McKittrick Street extension (to the Burlington North Railroad ROW) and the northern leg of the N. Columbia Street extension in 2023 (see exhibit 2).
3. The City is currently marketing the sale of property south of the McKittrick Street extension and City staff recommends that the development of this land would be best served by a private commercial access road owned and maintained by the adjacent property owners.
4. Because the commercial access road to the south of McKittrick Street will be private, the N. Columbia Street ROW south of McKittrick should be vacated at this time (see exhibit 3).
5. If the ROW vacation is approved, the ROW will be distributed equally to the lots directly adjacent to the east and west; these lots are currently owned by the City.
6. Prior to the sale of property owned by the City, a Commercial Binding Site Plan that establishes the private commercial access road easement will be recorded.
7. Per the Revised Code of Washington (RCW) Chapters 35.79 Streets-Vacation, Resolution 2024-09 was approved by the City Council on April 11, 2024, which established the Public Hearing date and satisfied the City's statutory requirements of a minimum of 20 days' notice of the pending vacation and the date and time of the required Public Hearing.

IV. FISCAL IMPACT

There are no fiscal impacts to the City for this ROW vacation.

V. PROPOSED PROJECT SCHEDULE

As discussed above, if the vacation is approved, the City will then proceed with a Commercial Binding Site Plan to record private access easement for the private road in conjunction with property sales.


VI. REFERENCE(S)

Exhibit 1, 2, and 3
Ordinance 2024-07

VII. ADMINISTRATIVE ROUTING

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




 WENATCHEE RIGHT OF WAY - - - - -
 CITY OWNED PARCELS - - - - -

SHEET 1 OF 1	SCALE: 1"=80'	DATE DRAWN 1/31/2024	REVISIONS
	DESIGNED	DRAWN	CHECKED
	APPROVED BY	DATE APPROVED	
	DRAWING NAME		



MCKITTRICK ST. & COLUMBIA LANE RIGHT OF WAY
EXHIBIT 1

Exhibit 2



Exhibit 3

LEGEND/ABBREVIATIONS

- 0 COMPUTED POINT
- BOUNDARY OF VACATION
- A.P.N. ASSESSOR'S PARCEL NUMBER
- A.F.N. AUDITOR'S FILE NUMBER
- B.L.A. BOUNDARY LINE ADJUSTMENT

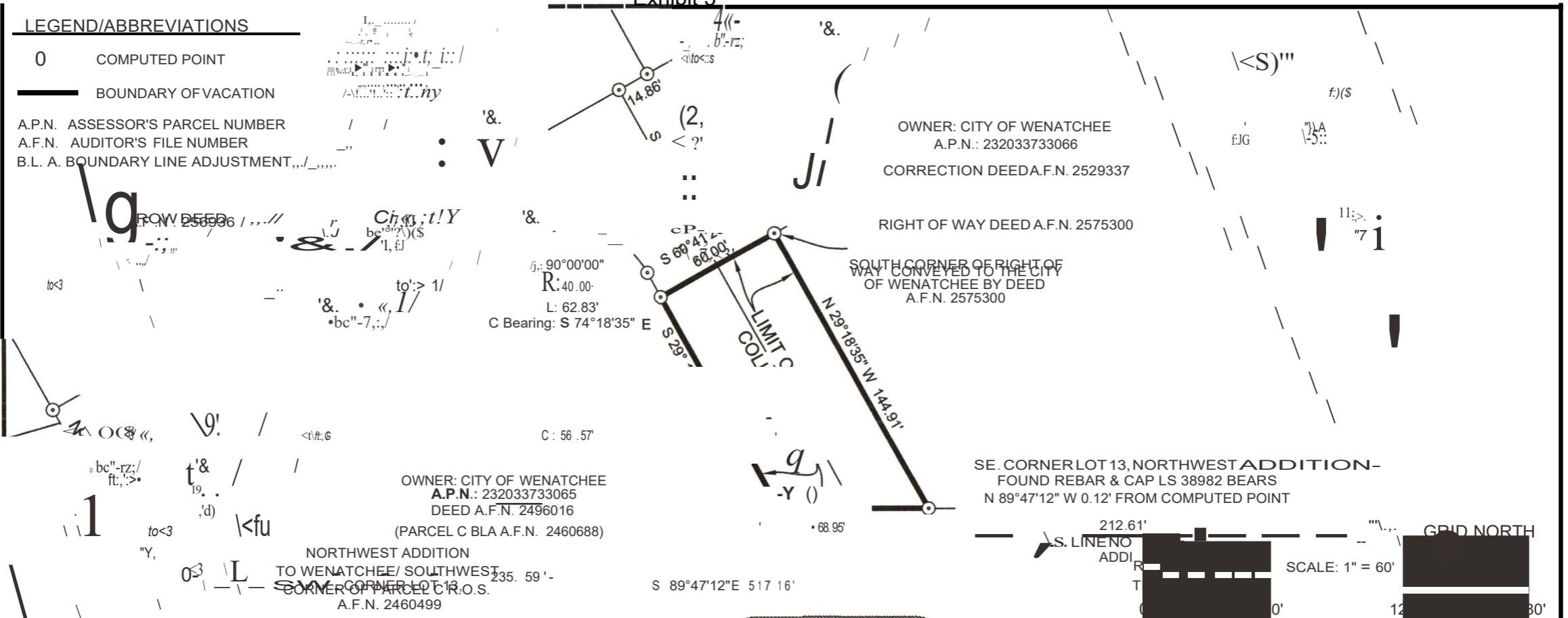
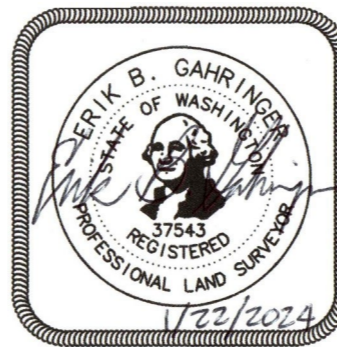


EXHIBIT B - COLUMBIA LANE RIGHT OF WAY VACATION
EXHIBIT MAP FOR:

CITY OF WENATCHEE

PART OF LOT 13, NORTHWEST ADDITION TO WENATCHEE, AND
THE SE 1/4 OF THE NE 1/4 OF SEC. 33, T.23N., R.20E.W.M.,
CITY OF WENATCHEE, CHELAN COUNTY, WA



48° North

isHEET 1 of 1

PROFESSIONAL LAND SURVEYING & LAND USE CONSULTING

P.O. Box 4266 WENATCHEE, WA, 98807-4266; Phone: (509) 436-1640
48dnorth.com

DRAWN BY: EBG

LAYOUT: 14X8.5 EXH

DATE: JANUARY 22, 2024

FILE NO: 23-006 COW COL LANE RW VAC.dwg

SCALE: 1" = 60'

JOB NO: 23-006

ORDINANCE NO. 2024-07

AN ORDINANCE, of the City Council of the City of Wenatchee, Washington, vacating a street.

WHEREAS, the Public Works Department of the City of Wenatchee initiated the vacation of the following described street situated in the City of Wenatchee, Chelan County, Washington, to-wit:

See Exhibit “A” attached hereto and incorporated herein by reference as if fully set forth.

WHEREAS, by Resolution duly passed by the City Council of the City of Wenatchee, the 9th day of May, 2024, at the hour of 5:15 o’clock p.m. of said day in the City Council Chambers of the City Hall in the City of Wenatchee, Chelan County, Washington, was the time and place set for hearing of said matter, and

WHEREAS, due notice of said hearing has been given as required by law, and

WHEREAS, after due hearing and consideration of said matter, it was the determination of the City Council of the City of Wenatchee to approve the vacation of said street as hereinabove set forth.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WENATCHEE DO ORDAIN as follows:

SECTION 1

That the following described street and/or alley situate in the City of Wenatchee, Chelan County, Washington, be and the same is hereby vacated:

See Exhibit “A” attached hereto and incorporated herein by reference as if fully set forth.

SECTION 2

If any section, subsection, sentence, clause or phrase of this Ordinance is declared or judged by a court of competent jurisdiction to be invalid or unconstitutional, such adjudication shall in no manner affect the remaining portions of this Ordinance which shall be in full force and effect as if said section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part hereof.

SECTION 3

Upon approval of the City Attorney, the City Clerk and the Code Reviser are authorized to make necessary corrections to this Ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules or regulations; or ordinance numbering and section/subsection numbering.

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE, at a regular meeting thereof, this 9th day of May, 2024.

CITY OF WENATCHEE, a Municipal
Corporation

By: _____
MIKE POIRIER, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED AS TO FORM:

By: _____
STEVE D. SMITH, City Attorney Emeritus

EXHIBIT "A"

