SULTAN CITY COUNCIL

AGENDA ITEM COVER SHEET

ITEM NO: A - 3

DATE: May 10, 2007

SUBJECT: Brown and Caldwell Contract Amendment # 3

CONTACT PERSON: Public Works Director Dunn

SUMMARY:

The City of Sultan has asked Brown and Caldwell to complete additional services pertaining to Task 101 Project Management, Task 302 Financing Assistance for Develop Agreement, and Task 520 MBR Equipment Procurement. Changes requested by the City in the original Consulting Services Agreement has increased by $71,385, through amendment # 3 which increase the total estimated compensation under the Agreement to $1,740,310.

Contract Amendment No. 1 was approved by City Council October 26, 2006 providing services in the design of the Upgrade to Sultan's WWTP.
Contract Amendment No. 2 was approved and signed November 28, 2006 for additional services pertaining to the design of short-term hydraulic improvements at the WWTP

Task 101 Project Management:

Includes the additional activities associated with the extended duration of the MBR procurement process (Task 520). The original scope anticipated a duration of about 3½ months, currently Brown and Caldwell expect that the entire MBR procurement process will take an additional 1½ - 2 months.

Task 302 Financing Assistance for Developers Agreements:

This task is to assist the City in preparing a standard Developer Agreement as part of the private/public financing strategy for the Sultan WWTP upgrade. The majority of these activities wll be completed by the subconsultant Lindsey Consulting, which are developing a financial methodology for the Developer Agreement, but does not include legal counsel or review. Providing policy direction, evaluate two cost sharing alternatives, projected cash flow and financing plan concerning developer agreements, contributions, extensions, mandatory sewer connections through methodologies for recovering costs from new development. City of Sultan will provide the Financial

Consulting Services Rate Study results, legal review and input, and complete the formal Developer Agreements.

Task 520 MBR Equipment Procurement:

This task amendment includes additional activities of providing the front end documents for the RFP, addressing Supplier's legal related comments, significant effort was required to update the RFP and specifications to allow open competitive bidding instead of targeting a fewer number of known Suppliers, additonal RFP advertisement and the cost of the RFP hard copies that have been produced. The original scope assumed that Suppliers would be prescreened, meaning there would be only a few proposals to evaluate.

FISCAL IMPACT:

Task # 101 Project Management during Design	$ 5,565
Task # 302 Financing Assistance for Devloper Agreements	$33,455
Task # 520 MBR Equipment Procurement	$32,365
Total	$71,385

This will funded from the PWTF Loan, and Utility Cumulative Reserves as part of the WWTP Upgrade Design.

RECOMMENDED ACTION:

Authorize the Mayor Tolson to sign the attached Amendment # 3 to the Brown and Caldwell Consulting Agreement dated January 27, 2006 with the City of Sultan for the WWTP Facility Planning. Amending the amount of the Agreement with Brown and Caldwell by $71,385 for addditional efforts required in Tasks # 101, #302, and #520.

COUNCIL ACTION:

DATE:

ATTACHMENTS:

Amendment # 3 to Agreement for Consulting Serivecs Between the City of Sultan, Washington and Brown and Caldwell for Wastewater Treatment Plant Facility Planning.

Prism Project No. 131877

AMENDMENT NO. 3 TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF SULTAN, WASHINGTON
AND BROWN AND CALDWELL
FOR WASTEWATER TREATMENT PLANT FACILITY PLANNING

THIS AMENDMENT NO. 3 to the Agreement for Consulting Services dated January 27, 2006, between the City of Sultan, Washington, hereinafter referred to as "Client", and Brown and Caldwell, a California corporation, hereinafter referred to as "Consultant," is made and entered into this ____ day of April, 2007.

RECITALS:

WHEREAS, Client and Consultant entered into an Agreement for Consulting Services dated January 27, 2006 (hereinafter referred to as the "Agreement"); and

WHEREAS, Client desires procure additional services pertaining to Task 101 Project Management, Task 302 Financing Assistance for Develop Agreement, and Task 520 MBR Equipment Procurement; and

WHEREAS, Client has requested changes in the original scope of services called for in the Agreement;

NOW, THEREFORE, Client and Consultant agree to amend the Agreement as follows:

I. SCOPE OF CONSULTING SERVICES

The scope of services in the Agreement is amended by adding the services described in Exhibit B, dated April 10, 2007, and attached hereto, to the services described in the original Agreement.

II. SCHEDULE

Consultant is authorized to proceed with the modified scope of services effective on the date of this amendment.

III. COMPENSATION

Compensation for the services provided under Article I of this Amendment shall be calculated on the same basis as in the Agreement. The labor hours and cost estimates for completing the services defined in this Amendment are shown in Exhibit C. The estimated compensation for the services performed

under this Amendment is $71,385, which increases the total estimated compensation under the Agreement to $1,740,310.

All other terms and conditions of the Agreement remain unchanged.

BROWN AND CALDWELL	CITY OF SULTAN
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

CITY OF SULTAN
WASTEWATER TREATMENT PLANT UPGRADE PROJECT

AMENDMENT NO. 3

EXHIBIT B - SCOPE OF WORK

April 10, 2007

The purpose of this Amendment 3 is to authorize Task 302 Financing Assistance for Developers Agreement and to cover additional effort for Task 520 MBR Procurement completed at the request of the City.

Task 101 – Project Management

Objective. No change.

Approach. This task includes the following additional activities:

1. Additional time for project management activities associated with the extended duration of the MBR procurement process (Task 520). The original scope anticipated a duration of about 3½ months. Currently, we expect that the entire MBR procurement process will take an additional 1½ - 2 months.

Work Products.

1. No change.

City Responsibilities.

1. No change.

Task 302 – Financing Assistance for Developers Agreements

Task 302 was included as an "optional" task in Amendment No. 2.

Objective. To assist the City in preparing a standard Developer Agreement as part of the private/public partnering financing strategy for the Sultan WWTP upgrade.

Approach. This task includes the following activities. The majority of these activities will be completed by the subconsultant Lindsey Consulting.

1. This scope of work includes development of a financial methodology for the Developer Agreement. This scope of work does not include legal councel or review.

2. Provide policy direction concerning developer latecomer agreements, contributions in aid of construction, developer extensions, mandatory sewer connections, and connection fees. Develop options for appropriate fee structures and methodologies for recovering costs from new development.

3. Evaluate up to two cost sharing alternatives and related fees.

4. Develop projected project cash flow and financing plan including developer contributions and other sources of funding

Work Products.

1. Financial methodology for recovering costs from local developers to be included in the draft Agreement for negotiation with developers, and up to two modifications of the financing section of one standard draft Agreement. This task does not include completion of the formal developer agreement, it only includes development of the funding related sections.

2. Projected project cash flow and financing plan including developer contributions and other sources of funding.

3. Lindsey Consulting will attend up to four workshops or meetings with City Staff and developers.

4. Two Brown and Caldwell engineers will attend up to three of the previously mentioned workshops or meetings with City Staff and developers.

City Responsibilities.

1. Provide the results of the upcoming rate study.

2. Provide attorney review and legal input for the Agreement with developers

3. Complete the formal Developer Agreement including funding related sections developed as part of this task and legal sections developed by the City attorney or outside legal councel.

Task 520 – MBR Equipment Procurement

Objective. The subtask objectives associated with Task 520 remain unchanged.

Approach. This task includes the following additional activities:

1. Subtask 522: Provided the front-end documents for the RFP. Original scope assumed that the City would perform this task.

2. Subtask 523: The number of legal issues raised by Suppliers was not anticipated in the original scope and budget. Addressing Supplier's legal related comments has required additional meetings and research.

3. Subtask 524: Based on the City's decision to open the RFP up other Suppliers, additional Supplier research and coordination was required as a result of not pre-screening Suppliers and limiting the number of bidders. Significant effort was required to update the RFP and specifications to allow public bidding instead of targeting a fewer number of known Suppliers.

4. Subtask 526: The original scope and budget did not include effort for coordinating the RFP advertisement or the cost of the number of RFP hard copies that have been produced.

   Based on the decision during the MBR Workshop 1 to go through a competitive bid process with a formal RFP, the evaluation process will be more involved than anticipated in the original the scope and budget (which assumed a less formal proposal approach, with minimal evaluation effort). As a result, the internal budget of $4,000 for this subtask is significantly less than required to cover this scope of work and the proposed Evaluation Workshop that is scheduled with the City to evaluate proposals.

   The original scope assumed that Suppliers would be prescreened, meaning there would be only a few proposals to evaluate. At this time, we expect at least 5 proposals will need to be evaluated.

Work Products.

1. Updated RFP that allows public bidding and multiple bidders (instead of targeting prescreened Suppliers)

2. Additional meetings with City staff and City attorney to address legal comments.

3. Evaluation of up to 5 proposals and one Evaluation Workshop with the City staff to select an MBR Supplier. This scope assumes that the evaluation will be limited to considering only those evaluation criteria listed in the RFP and that the City will select an MBR Supplier at the conclusion of the Evaluation Workshop. This scope does not include effort associated with any MBR Supplier interviews.

City Responsibilities.

1. No change.

EXHIBIT C - COMPENSATION

April 10, 2007

CITY OF SULTAN
Wastewater Treatment Plant Upgrade Project
Amendment 3

Task Description	Total Hours	Total Budget
Task No. 101 - Project Management during Design	40	$ 5,565
Task No. 302 - Financing Assistance for Developers Agreements (Optional)	36	$ 33,455
Task No. 520 - MBR Equipment Procurement	248	$ 32,365
Total	**324**	**$ 71,385**

Task No. 101 - Project Management during Design
City of Sultan
Wastewater Treatment Plant Upgrade Project - Amendment 3

Task Budget Breakdown
10-April-07

Direct Labor

Staff	Category/Name		Rate	Hours	Subtotal	Total
Professional						
Project Manager	PRM	$	50.58	20	$ 1,011.60	
Technical Advisor	TAD	$	62.03	0	$ -	
Quality Control Reviewer	QCA	$	55.31	0	$ -	
Principal Construction Ei	PCE	$	44.16	0	$ -	
Senior Engineer	SEN	$	35.00	20	$ 700.00	
Engineer	ENG	$	30.00	0	$ -	
Associate Engineer	ASE	$	25.00	0	$ -	
Senior Electrical Enginee	SELEC	$	43.78	0	$ -	
Electrical Engineer	ELEC	$	35.00	0	$ -	
Senior Instrumentation E	SINS	$	43.00	0	$ -	
Instrumentation Enginee	INS	$	29.43	0	$ -	
Senior Structural Engine	SSTR	$	48.00	0	$ -	
Senior Structural Engine	STR	$	27.00	0	$ -	
Senior Operator	SOP	$	37.32	0	$ -	
Subtotal				40		$ *1,711.60*
Technical						
Chief Drafter	CHD	$	38.26	0	$ -	
Senior Drafter	SDR	$	33.00	0	$ -	
Drafter	DRA	$	21.00	0	$ -	
Senior Graphic Designer	SDH	$	21.40	0	$ -	
Subtotal				0		$ -
Administrative						
Project Coordinator II	PR2	$	23.10	0	$ -	
Word Processor IV	WP4	$	23.09	0	$ -	
Senior Project Assistant	SPA	$	17.25	0	$ -	
Subtotal				0		$ -
Subtotal Direct Labor				40		$ 1,711.60
Total Labor Cost						$ 1,711.60
Total mark-up			3.20			$ 5,477.12

Subconsultant Costs

Permitting - Adolfson Associates	$ -	
MWA Architects	$ -	
Total Subconsultant Costs		$ -
Professional Fee -- Subconsultants	2%	$ -

Invoiceable Direct Costs

Mileage	160	$	0.55	$ 88.00	
Total Invoiceable Direct Costs					$ 88.00

Total Labor and markup, Subconsultants with fee and Invoiceable Direct Costs	$ 5,565.12
TASK TOTAL	$ 5,565.12

Task No. 302 - Financing Assistance for Developers Agreements (Optional)
City of Sultan
Wastewater Treatment Plant Upgrade Project - Amendment 3

Task Budget Breakdown
10-April-07

Direct Labor

Staff	Category/Name		Rate	Hours	Subtotal	Total
Professional						
Project Manager	PRM	$	50.58	12	$ 606.96	
Technical Advisor	TAD	$	62.03	24	$ 1,488.72	
Quality Control Reviewer	QCA	$	55.31	0	$ -	
Principal Construction Ei	PCE	$	44.16	0	$ -	
Senior Engineer	SEN	$	35.00	0	$ -	
Engineer	ENG	$	30.00	0	$ -	
Associate Engineer	ASE	$	25.00	0	$ -	
Senior Electrical Enginee	SELEC	$	43.78	0	$ -	
Electrical Engineer	ELEC	$	35.00	0	$ -	
Senior Instrumentation E	SINS	$	43.00	0	$ -	
Instrumentation Enginee	INS	$	29.43	0	$ -	
Senior Structural Engine	SSTR	$	48.00	0	$ -	
Senior Structural Engine	STR	$	27.00	0	$ -	
Senior Operator	SOP	$	37.32	0	$ -	
Subtotal				36		$ *2,095.68*
Technical						
Chief Drafter	CHD	$	38.26	0	$ -	
Senior Drafter	SDR	$	33.00	0	$ -	
Drafter	DRA	$	21.00	0	$ -	
Senior Graphic Designer	SDH	$	21.40	0	$ -	
Subtotal				0		$ -
Administrative						
Project Coordinator II	PR2	$	23.10	0	$ -	
Word Processor IV	WP4	$	23.09	0	$ -	
Senior Project Assistant	SPA	$	17.25	0	$ -	
Subtotal				0		$ -
Subtotal Direct Labor				36		$ 2,095.68
Total Labor Cost						$ 2,095.68
Total mark-up			3.20			$ 6,706.18

Subconsultant Costs

Lindsey Consulting	$ 26,094.62	
Permitting - Adolfson Associates	$ -	
Geotechnical - Zipper Zeman Inc.	$ -	
Total Subconsultant Costs		$ 26,094.62
Professional Fee -- Subconsultants	2%	$ 521.89

Invoiceable Direct Costs

Mileage	240	$ 0.55	$ 132.00	
Total Invoiceable Direct Costs				$ 132.00

Total Labor and markup, Subconsultants with fee and Invoiceable Direct Costs	$ 33,454.69
TASK TOTAL	$ 33,454.69

Task No. 520 - MBR Equipment Procurement
City of Sultan
Wastewater Treatment Plant Upgrade Project - Amendment 3

Task Budget Breakdown
10-April-07

Direct Labor

Staff	Category/Name		Rate	Hours	Subtotal	Total
Professional						
	Project Manager	PRM	$ 50.58	40	$ 2,023.20	
	Technical Advisor	TAD	$ 62.03	32	$ 1,984.96	
	Quality Control Reviewer	QCA	$ 55.31	0	$ -	
	Principal Construction Ei	PCE	$ 44.16	0	$ -	
	Senior Engineer	SEN	$ 35.00	168	$ 5,880.00	
	Engineer	ENG	$ 30.00	0	$ -	
	Associate Engineer	ASE	$ 25.00	0	$ -	
	Senior Electrical Engine	SELEC	$ 43.78	0	$ -	
	Electrical Engineer	ELEC	$ 35.00	0	$ -	
	Senior Instrumentation E	SINS	$ 43.00	0	$ -	
	Instrumentation Enginee	INS	$ 29.43	0	$ -	
	Senior Structural Engine	SSTR	$ 48.00	0	$ -	
	Senior Structural Engine	STR	$ 27.00	0	$ -	
	Senior Operator	SOP	$ 37.32	0	$ -	
Subtotal				240		*$ 9,888.16*
Technical						
	Chief Drafter	CHD	$ 38.26	0	$ -	
	Senior Drafter	SDR	$ 33.00	0	$ -	
	Drafter	DRA	$ 21.00	0	$ -	
	Senior Graphic Designer	SDH	$ 21.40	0	$ -	
Subtotal				0		$ -
Administrative						
	Project Coordinator II	PR2	$ 23.10	0	$ -	
	Word Processor IV	WP4	$ 23.09	8	$ 184.72	
	Senior Project Assistant	SPA	$ 17.25	0	$ -	
Subtotal				8		*$ 184.72*
Subtotal Direct Labor				248		$ 10,072.88
Total Labor Cost						$ 10,072.88
	Total mark-up		3.20			$ 32,233.22

Subconsultant Costs

				$	-
				$	-
Total Subconsultant Costs					$ -
	Professional Fee -- Subconsultants		2%		$ -

Invoiceable Direct Costs

	Mileage	240	$ 0.55	$	132.00
Total Invoiceable Direct Costs					$ 132.00

Total Labor and markup, Subconsultants with fee and Invoiceable Direct Costs	$ 32,365.22
TASK TOTAL	$ 32,365.22