

SULTAN CITY COUNCIL

AGENDA ITEM COVER SHEET

ITEM NO: Action A-3
Shockey Brent Contract Amendment

DATE: June 11, 2007

SUBJECT:

Amendment to the Shockey Brent 2006 Contract to assess the Water and Sewer System Plans, 2002 Water Quality Report, Transportation Plan, and Industrial Park Master Plan for consistency with 2007 Comprehensive Plan Update and thereafter the development of required implementation measures.

CONTACT PERSON: Rick Cisar, Community Development Director

ISSUE:

The issue before the City Council is to authorize the Mayor to sign a contract amendment in the amount of \$25,000.00 with Shockey Brent, Inc for the completion of a consistency analysis of infrastructure and related plans with the 2007 Comprehensive Plan Update and thereafter the preparation of Resolutions and Ordinances to implement necessary plan adjustments.

BACKGROUND:

The update to the City's Comprehensive Plan is scheduled for September of 2007. City Staff has determined that certain infrastructure and other plans may require adjustments to ensure consistency with the update. These plans include the Water and Sewer System Plans, the 2002 Water Quality Report, Transportation Plan, and Industrial Park Master Plan. The cost to review the plans to ensure consistency is estimated at \$25,000.00.

SUMMARY:

In December of 2006, the City Council approved a contract with Shockey Brent to assist the City in complying with the Growth Management Hearings Board Rulings on the City's Comprehensive Plan. Two of the tasks identified with the compliance work program involved updating the Transportation Improvement Plan (TIP) and developing the Surface Water Utility Program. The cost of the tasks was \$15,000.00.

FISCAL IMPACT:

The \$25,000.00 for the Consistency Analysis may require a budget adjustment in the Community Development Department Consultant Budget for 2007 and the Utility Budgets for Water, Sewer, and Street Funds in the Public Works 2007 Budget. Currently there is \$15,000.00 in the Street Fund Professional Services line item, \$5,000.00 in the Water Fund, and \$5,000.00 in the Sewer Fund to support this work.

ANALYSIS & ALTERNATIVES:

The contract amendment is necessary to ensure the infrastructure and other plans are consistent with our 2007 Comprehensive Plan Update. This effort will identify any plan inconsistencies and more importantly, allow the City to develop Resolutions and Ordinances necessary to adjust the planning related documents so they are consistent at the time the Comprehensive Plan is adopted.

1. Authorize the Mayor to sign the contract amendment with Shockey Brent to complete the consistency analysis. This alternative will result in a review of infrastructure and other plans to avoid any potential inconsistencies within our Comprehensive Plan. It would afford the City the opportunity to develop a work program to make the necessary adjustments in the planning related documents and plans and avoid a potential appeal on the 2007 Update.
2. Do not authorize the Mayor to sign the contract amendment with Shockey Brent to complete the consistency analysis.

This alternative would delay the review of infrastructure and related plans and put the City in the position of failing to address potential inconsistencies within the Comprehensive Plan and related documents.

RECOMMENDED ACTION.

Authorize Mayor to sign a contract amendment in the amount of \$25,000 with Shockey Brent, Inc for the completion of a consistency analysis of infrastructure and related plans with the 2007 Comprehensive Plan Update and thereafter the preparation of Resolutions and Ordinances to implement necessary plan adjustments.

COUNCIL ACTION:**DATE:****ATTACHMENT:**

1. Shockey Brent Contract Amendment

SHOCKEY BRENT, INC.

Land Use ▪ Environmental Analysis



Permitting ▪ Public Policy

2716 Colby Avenue, Everett, WA 98201 425.258.9308 fax: 425.259.4448 shockeybrent@shockeybrent.com

CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

for
City of Sultan, Washington

Amendment No. 2

This Amendment is made and entered into on this ____ day of _____ 2007, between the City of Sultan, Washington, hereinafter referred to as CLIENT, and SHOCKEY/BRENT, Inc., 2716 Colby Avenue, Everett, Washington 98201, hereinafter referred to as CONSULTANT.

WHEREAS, on September 20, 2006, the City of Sultan executed a Professional Services Contract with the Consultant for updating of the 2004 Comprehensive Plan.

WHEREAS, the Comprehensive Plan update is anticipated to be completed no later than September 2007.

WHEREAS, as part of the update, the City has determined that certain infrastructure and other plans may require adjustments to ensure consistency with the Comprehensive Plan.

WHEREAS, the City desires that Shockey/Brent, Inc. conduct this consistency analysis and plan adjustment.

WHEREAS, the Consultant is willing to provide these additional services in accordance with this amendment to its agreement with the City.

NOW, THEREFORE, the City and the Consultant agree to amend the 2006 current services agreement as follows:

CONSISTENCY ANALYSIS

1. CONSULTANT will assess the following plans for consistency with elements of the 2007 Comprehensive Plan update:
 - Water Systems Plan
 - Sewer Systems Plan
 - Surface Water Management Utility
 - Transportation Plan
 - Industrial Park Master Plan

2. CONSULTANT will determine components of those plans which may require adjustment or amendment to achieve consistency with the Comprehensive Plan and its updated information. Shockey/Brent will coordinate with the authors of the various plans as necessary to confirm the validity of adjustments to the respective plans.
3. CONSULTANT will confirm, in consultation with study authors, that the concurrency requirements of GMA will be met with the capital facilities recommendations of the respective plans. No specific timeline will be adjusted or re-presented in the plans. The actual timeline for development of infrastructure will be contained in the adopted Comprehensive Plan, adopted Capital Facilities Plan and annual city budget.
4. CONSULTANT will develop resolutions or ordinances for review and adoption by the City, implementing changes to the referenced plans coincident with adoption of the Comprehensive Plan.

COST ESTIMATE

In consideration of providing said services, the Consultant will be paid in accordance with hourly rates set forth on Attachment B. The total fees and expenses for services described in the Scope of Work are estimated to be:

- Up to \$5,000 per month between July and August 2007.
- Up to \$3,500 per month thereafter for work on adoption of ordinances and resolutions by the City Council.

It is acknowledged by the City and Consultants that the extent of services required is unknown and that a revised estimate of costs will occur when and if the need for services arises.

Estimates do not include charges to the City by authors of technical reports consulted by Shockey/Brent, Inc. for their opinions and technical analysis.

Except to the extent expressly amended herein, all of the other terms and conditions of City Contract 2003-28 and the other Amendments remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Shockey/Brent, Inc. Contract this _____ day of May 2007.

Shockey Brent, Inc.

City of Sultan

By: _____
 Reid H. Shockey, AICP
 President

By: _____

Date: _____

Date: _____

By: _____
 Laura S. Brent, AICP,
 Vice President

ATTACHMENT A
SCHEDULE OF 2007
PROFESSIONAL SERVICE FEES

SERVICES

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Managing Principal.....	\$170.00
Senior Associate	\$140.00
Senior Planner.....	\$105.00
Wetland Scientist.....	\$105.00
Environmental Professional.....	\$105.00
Environmental Planner	\$95.00
Planner	\$95.00
Design Planner.....	\$90.00
Associate Planner.....	\$75.00
Technical Support.....	\$68.00
Clerical.....	\$50.00
Expert Witness:	
Consulting & Preparation Time.....	Standard Hourly Rates
Court Proceedings & Depositions (4-hour minimum).....	Rate x 1.5

EXPENSES

<u>DIRECT EXPENSES</u>	<u>ITEM RATE</u>
Single Page Copies	No Charge
Bulk Copies	\$.15 per page
Mileage	\$.49 per mile
FAX Copies	\$.32 per page
Authorized Subconsultants	Cost plus 10%
Outside Services (printing, etc.)	Cost plus 10%
CADD Station.....	\$10.00 per hour
Plan Sheet Prints	\$1.50 each
Final Plotting Fee.....	\$30.00 per sheet
Living & Travel Expenses (outside of service area)	Cost plus 10%

Attachment B
Standard Provisions

1. Signing this Agreement shall be construed as authorization by CLIENT for CONSULTANT to proceed with the work, unless otherwise provided for in the Agreement.
2. Either CLIENT or CONSULTANT may terminate this Agreement by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay CONSULTANT in full for all work previously authorized and performed prior to the effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.
3. Monthly invoices will be issued by CONSULTANT for all work performed under the terms of this Agreement. Invoices are due and payable upon receipt. For accounts which are 30 or more days past-due, CLIENT agrees that CONSULTANT may, at CONSULTANT's sole discretion, withhold plans, studies, reports and other work that has been completed but not paid for until full payment is made.
4. Limit of Liability: Liability by CONSULTANT for any claims of negligence by CLIENT shall be limited to the amount billed by and paid to the CONSULTANT.