

SULTAN CITY COUNCIL

AGENDA ITEM COVER SHEET

ITEM NUMBER: Consent C 8

DATE: July 12, 2007

SUBJECT: Professional Services Contract for On-Call Planning Services

CONTACT PERSON: Rick Cisar, Community Development Director

SUMMARY:

Staff is requesting the City Council authorize the Mayor to sign a Professional Services Contract with Perteet Inc. for On-Call Planning Services to assist City Staff in conducting reviews of development projects, preparing staff reports, and participating at the open record hearings, before the Hearing Examiner.

The City has similar contracts with other consulting firms including Shockey Brent, BHC Consultants, and HBA Design Group. The additional contract with Perteet Inc. will ensure we have sufficient consultant support to complete the development and project reviews in a timely manner.

FISCAL IMPACT:

The cost for Perteet Inc. services will not exceed \$10,000.00 during the contract period ending on December 28, 2007. Funds for Perteet Inc. services are paid by the project Applicants and typically run between \$2,000.00 to \$2,500.00 per review or project.

ANALYSIS:

The contract will allow City Staff, with the assistance of Consultants, to continue processing development and project applications within specific timelines and project budgets.

ALTERNATIVES:

1. Authorize the Mayor to sign the contract with Perteet Inc. for On-call Planning Services for development reviews. This alternative will provide specific costs and timelines for developers and property owners and reduce the timelines associated with the issuance of building permits and related fees.

2. Do not authorize the Mayor to sign the contract amendment with Perteet Inc. for On Call-Planning Services for development reviews. This alternative would delay application reviews and approvals and could ultimately affect the issuance of building permits and collection of permit and related fees.

RECOMMENDED MOTION:

City Staff moves to authorize the Mayor to sign a Professional Services Contract with Perteet Inc. for On Call Planning Services not to exceed \$10,000.00.

COUNCIL ACTION:

DATE:

ATTACHMENT:

Attachment 1 - Scope of Work



Perteeet

Perteeet Inc.
2707 Colby Avenue, Suite 900
Everett, Washington 98201
425-252-7700
1-800-615-9900
FAX 425-339-6018

www.perteeet.com

June 14, 2007

Ms. Deborah Knight
City Manager
City of Sultan
319 Main Street, Suite 200
Sultan, WA 98294

Re: Consultant Agreement for Professional Services
On-Call Planning Services

Dear Ms. Knight:

Enclosed you will find two originals of the above-referenced agreement. Upon full execution, please return one original to us for our contract file. Our certificate of insurance will be forwarded to you directly from our broker. Thank you.

Sincerely,

Janice Kramer
Contracts Administrator

Enclosure

Attachment 1

**CONSULTANT AGREEMENT
FOR PROFESSIONAL SERVICES**

This agreement is made and entered into on this _____ of _____, 2007, between **City of Sultan**, 319 Main St., Suite 200, Sultan, WA 98294, hereinafter referred to as "CLIENT" and **Perteet, Inc.**, 2707 Colby Avenue, Suite 900, Everett, WA 98201, hereinafter referred to as "CONSULTANT."

CLIENT and CONSULTANT for mutual consideration hereinafter set forth, agree as follows:

I. OBJECTIVES AND SCOPE OF SERVICES

The CONSULTANT agrees to perform certain consulting, design, studies, and/or advisory services for the CLIENT as follows:

Provide on-call professional services in accordance with Exhibit "A", Scope of Services, attached hereto and made a part of this agreement.

II. PAYMENT

CLIENT agrees to pay CONSULTANT as compensation for these services as follows:

At CONSULTANT's standard hourly rates plus expenses to a maximum amount payable of Ten Thousand Dollars (\$10,000). CONSULTANT's standard hourly rates shall be billed as attached hereto. The maximum amount payable shall not be exceeded without written approval of CLIENT. CLIENT shall be invoiced monthly in accordance with the attached standard provisions and fee schedule. Services will be assigned on a task order basis. Exhibit "B", Sample Task Order is attached and made a part of this agreement.

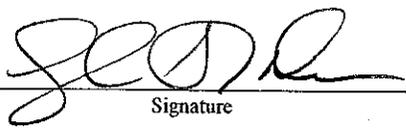
III. STANDARD PROVISIONS

The attached standard provisions are incorporated into and made a part of this agreement. CLIENT and CONSULTANT also agree to the following additional provisions:

No further provisions.

PERTEET, INC.

CITY OF SULTAN

By: 
Signature

By: _____
Signature

Crystal L. Donner
Name

Name (Please Print)

Executive Vice President
Title

Title

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Exhibit "A"
Scope of Services

City of Sultan
On-Call Planning Services

INTRODUCTION

The purpose of this scope of services is to define an agreement for services between Perteet, Inc. and the City of Sultan. The scope of services is to provide on call planning services to the City of Sultan that includes:

- 1) **Current Planning Services:** planning review of development proposals, and temporary planning staff services; and
- 2) **Comprehensive Planning Services:** code amendments, GIS mapping, graphics and other Comprehensive Plan tasks as needed.

SCOPE OF SERVICES

- A. **Current Planning:** Perteet Inc. will provide technical planning services to the City of Sultan as requested for the duration and within the budget of this contract for current planning services, but are not limited to: 1) development review; 2) on-site staffing; and 3) permit review training. Typical services include but are not limited to general purpose training of planning concepts and permit review procedures to new or entry level planners, and code and historical code application to assist the Associate and Senior Planners as well as the Planning Director at the City of Sultan. Work shall be completed either at the City of Sultan offices, via phone, or email.
- B. **Comprehensive Planning and Code Amendments:** Under the direction of the City's Planning Director or designated staff, Perteet Inc. shall provide assistance in preparing planning and/or zoning related code amendments to the Sultan Municipal Code. Perteet Inc. will prepare draft code amendments, code amendment summaries, circulation notices, SEPA checklists, findings of fact and conclusions, and final code language as directed by the City. In addition, Perteet could be asked to provide graphics, GIS mapping, or writing/editing for either code amendments or for Comprehensive Plan updates or rezones.

Contract Duration

The Consultant shall not begin planning services under the terms of this Agreement until authorized in writing by the City of Sultan or receipt of the signed contract. Services for this contract shall commence on June 11, 2007 and be completed by Friday, December 28, 2007.

Per Hour Costs

On-call billing shall be billed at the Standard 2007 hourly billing rate as follows:

Per Hour Costs

Staff Classification	2007 Billing Rate Per Hour
Ecologist III C.K. Eidem	\$105.00
Planner II Erin Martindale	\$ 90.00
Planner I Justin Lacson	\$ 70.00
Associate Michael Booth	\$165.00

Any Other staff required to provide on-call services will be billed at their hourly rate unless negotiated ahead of the service.

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PERTEET, INC.
Schedule of 2007 Billing Rates

<u>Engineering, Planning and Environmental Classifications</u>	<u>Hourly Rate</u>
Principal/Senior Associate	170.00
Associate	165.00
Senior Engineer/Manager	150.00
Lead Engineer/Manager	130.00
Engineer III	110.00
Engineer II	95.00
Engineer I	75.00
Senior Planner/Manager	150.00
Lead Planner/Manager	130.00
Planner III	105.00
Planner II	90.00
Planner I	70.00
Senior Ecologist/Manager	150.00
Lead Ecologist/Manager	130.00
Ecologist III	105.00
Ecologist II	90.00
Ecologist I	70.00
Lead Technician/Designer	100.00
Technician III	95.00
Technician II	80.00
Technician I	70.00
Contract Administrator	95.00
Accountant	75.00
Clerical	60.00

Expert Witness Rates:

Consulting & Preparation Time	@ standard hourly rates
Court Proceedings & Depositions (4 hour minimum)	@ 1.5 times hourly rates

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PERTEET, INC.
Standard Provisions

1. Signing this form shall be construed as authorization by CLIENT for CONSULTANT to proceed with the services, unless otherwise provided for in the Agreement.
2. CONSULTANT'S Direct expenses shall be those costs incurred on or directly for the CLIENT'S project. Direct expenses shall be billed in accordance with the fee schedule attached to this Agreement.
3. Construction cost estimates provided by CONSULTANT will be prepared on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.
4. CONSULTANT shall be responsible, to the level of competency presently maintained by other practicing professional engineers and surveyors providing the same type of services in CLIENT'S community, for the professional and technical soundness, accuracy and adequacy of all designs, drawings, specifications, and other services and materials furnished under this Agreement. CONSULTANT makes no other warranty, express or implied.
5. All reports, PS&E materials, and other data, furnished to the CONSULTANT by the CLIENT shall be returned. All designs, drawings, specifications, and other work products prepared by the CONSULTANT prior to completion or termination of this Agreement are instruments of service for this project and are property of the CLIENT. Reuse by the CLIENT or by others acting through or on behalf of the CLIENT of any such instruments of service, not occurring as a part of this project, shall be without liability or legal exposure to the CONSULTANT.
6. The CONSULTANT'S professional liability to the CLIENT shall be limited to the amount payable under this Agreement or one million dollars, whichever is the greater. In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.
7. 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 services 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.
8. In the event legal action is brought by CLIENT or CONSULTANT against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court. The venue of any legal action shall be Snohomish County, Washington.
9. Monthly invoices will be issued by CONSULTANT for all services performed under the terms of this Agreement. Invoices are due and payable upon receipt. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the "Scope of Work".
10. Washington State Sales Tax, if required by law, is not included in the total price and will be an additional charge.

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Exhibit "B"

Sample: Formal Task Assignment Document

Task Number 07-XX
Consultant Perteet, Inc.

The general provisions and clauses of Consultant Agreement between City of Sultan, CLIENT, and Perteet, Inc., CONSULTANT, dated June _____, 2007, shall be in full force and effect for this Task Assignment.

Location of Project: _____

Project Title: _____

Maximum Amount Payable Per Task Assignment: _____

Completion Date: _____

Description of Work:

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Crystal L. Donner, Executive Vice President

Agency Approving Authority: _____ Date: _____