

SULTAN CITY COUNCIL

AGENDA ITEM COVER SHEET

ITEM NO: C - 4

DATE: October 18, 2007

SUBJECT: PACE Engineers Inc.
Wastewater Treatment Plant (WWTP) Boundary Survey

CONTACT PERSON: Public Works Director Dunn 

ISSUE:

The issue before Sultan City Council is execution of PACE Engineers Inc. (PACE) proposal for developing a boundary survey for the Wastewater Treatment Plant (WWTP).

STAFF RECOMMENDATION:

Given the substantial investment of the new WWTP upgrade on a site with limited space, it is critical to know the exact property boundary early in the design to ensure that no facilities are placed over/outside the existing boundary.

Staff recommends to proceed with the authorization for survey services with PACE Engineers Inc. to verify the exact property boundary ensuring no facilities are located over/outside the boundary.

SUMMARY:

PACE is a subconsultant to Brown and Caldwell on the WWTP Upgrade project and have already completed their original scope of work, which included a survey of existing utilities and structures at the WWTP site.

As part of PACE's original scope of work, the plant's property boundary was approximated based on a few property corners that were located. Because the original scope of work assumed that a record of survey of the WWTP property boundary would be on file, the scope of work did not include effort to determine the exact property boundary by researching other property corners/monuments and obtaining a title report of the WWTP.

Given the City's substantial investment in the WWTP upgrade it is critical to know the exact property boundaries.

FISCAL IMPACT:

To eliminate subcontractor markup fees, it is recommended that the City contract directly with PACE for this boundary survey. The fiscal impact is estimated not to exceed \$5,500. If the information needed to establish the boundary were readily available (minimal research), the fiscal impact could be as low as \$2,500. However, because it is not known what is on file, this more conservative limit is given.

Funding source is 407 Sewer Plant Construction Improvement Fund.

RECOMMENDED ACTION:

Authorize PACE to proceed with the boundary survey, not to exceed \$5,000, to ensure the WWTP upgrade predesign is developed knowing the exact property boundary, ensuring that no existing or future facilities are located over/outside the property boundary.

COUNCIL ACTION:

DATE: October 18, 2007

ATTACHMENT(S):

Attachment A: PACE Boundary Survey Proposal



October 4, 2007

Mr. Tadd Giesbrecht
Brown and Caldwell
701 Pike Street, Suite 1200
Seattle WA 98101

**Subject: Proposal for Professional Surveying Services
Boundary Survey of the Sultan Waste Water Treatment Plant
Project No: 07420.10**

Dear Tadd,

PACE Engineers, Inc., (PACE) is pleased to submit this cost proposal for providing Professional Survey Services for the subject project. If anything in this proposal is not as you anticipated, please let us know so we can adjust it as required. We will build on our previous work to determine the boundary of the Plant. The tasks, scope of work and total cost for these tasks, as we envision them, are as follows:

Scope of Work:

- Recover Plat monuments and property corners of record.
- The boundary will be calculated based on the legal description available through the Snohomish County Assessor unless a Title Report is provided by the City.
- Monuments will be set at the determined boundary corners.
- Prepare and record a Record of Survey as required by State Law on 18"x24" sheet. Drawing will show boundary calculations, dimensions, legal descriptions, controlling monuments and corners set or recovered.
- The boundary will be incorporated with the previous base map.
- Hard copies (18" x 24" sheets) will be supplied.

Fee Schedule - Boundary Survey

The Survey will be completed on a **time and expense basis** according to the attached 2007 Rate Schedule with an estimate fee not to exceed the amount of **\$5,500.00**.

This estimate is based on the assumption that the survey control described in various recorded documents required to complete the survey is locatable and not paved over. The Snohomish County Recording fees (for surveys) are presently \$106.00 and \$5.00 for each extra sheet and \$1.00 for each certified copy requested.

Mr. Tadd Giesbrecht
Brown and Caldwell
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Project Schedule

We can schedule a crew for the fieldwork within ten days of notice to proceed. Delivery of drawings and electronic files will be within ten days of completion of the fieldwork unless unforeseen problems are encountered.

Terms and Conditions

See attached Terms and Conditions.

In summary, we have developed a scope of work and budget based on our present knowledge of the proposed project. We have tried to cover all aspects of the project; however, if you feel that additional areas of work require our attention or if you have any questions please do not hesitate to contact us. If you concur with this proposal, please sign below and forward one copy back to our office. Your returned copy will constitute a notice to proceed.

Sincerely,

PACE ENGINEERS, INC.



David R. Fulton, PLS
Senior Principal Surveyor

Attachments: Terms and Conditions, 2007 Rates.

I authorize work to proceed and payment accordance as set forth in this agreement.

Name/Signature

Title





2007 HOURLY RATE SCHEDULE

<u>DESCRIPTION</u>	<u>HOURLY RATE</u>
1. Office Tech I, Expediter I	\$ 42.00
2. Office Tech II, Expediter II	\$ 52.00
3. Jr. Instrument Person, Office Tech III	\$ 60.00
4. Instrument Person, GPS Assistant, Jr. CAD Drafter, Sr. Office Tech	\$ 65.00
5. Jr. Planner, Jr. Engineer, Designer I, Planner II, Party Chief, CAD Drafter I, Inspector I, Project Administrator, GIS Tech	\$ 75.00
6. Engineer I, Designer II, Planner I, Survey Tech I, GIS Analyst I, CAD Drafter II, Inspector II	\$ 85.00
7. Engineer II, Sr. Designer, Sr. Party Chief, Survey Technician II, GIS Analyst II, CAD Drafter III, Inspector III, Planner II	\$ 95.00
8. Sr. Engineer, Project Designer I, Sr. Planner, Project Surveyor, GIS Analyst III, Sr. CAD Drafter, Sr. Inspector	\$ 105.00
9. Project Engineer, Project Designer II, Project Planner, Sr. Project Surveyor, GIS/CAD Manager	\$ 115.00
10. Sr. Project Engineer, Sr. Project Designer, Sr. Project Planner, Structural Engineer, Survey Project Manager	\$ 125.00
11. Project Manager, Principal Surveyor, Robotic/GPS & Operator	\$ 135.00
12. Sr. Project Manager, Sr. Principal Surveyor, 3D Scanning & Operator	\$ 145.00
13. Principal Engineer, Principal Planner	\$ 155.00
14. Senior Principal	\$ 175.00

REIMBURSABLES

A. Sub-Consultants, Professional and Technical	Cost + 10%
B. Maps, reports, materials, permit fees, express delivery and messenger, pass-thru bills and similar items necessary for work in progress	Cost + 10%
C. Technology expenses associated with computers, software, electronic distance measuring Devices, telephone, cell phone, photo copies, standard survey supplies and transportation and standard postage will be invoiced as a Technology Charge	\$2.50 per billable hour
D. Out-of-Town travel per diem and cost of commercial transportation	Cost + 10%
E. Transportation within 30 Mile Radius *	No Charge
Transportation beyond 30 Mile Radius – Automobile	\$.55 per mile
* On job inspection mileage will be billed	\$.55 per mile
F. Special Equipment/Software	
Special software for modeling/Analysis	\$ 10/hour
Aerial Photography	\$ 100/Section
Large Format Blueprints and Reproduction – Bond	\$.50/sq foot
Large Format Blueprints and Reproduction – Mylar	\$ 1.50/sq foot
Color Copies – In-house (8½ x 11)	\$.50/page
G. Expert Witness	Rate x 1.5

Note: ¹ All payment is due within 30 days from date of invoice. A monthly service charge of 2% will be added on all accounts older than 30 days.

² The foregoing schedule of charges is incorporated into the agreement for the services provided effective January 1, 2007. After December 31, 2007, invoices will reflect the Schedule of charges in effect at that time.

PACE Engineers, Inc.

Kirkland Office

11255 Kirkland Way | Suite 300 | Kirkland, WA 98033

P 425.827.2014 | F 425.827.5043

paceengrs.com

PACE Engineers, Inc.
Terms and Conditions for Professional Services

January 1, 2007

CLIENT: _____

Contract/Proposal Date: _____

Terms and Conditions of Agreement

CLIENT and PACE ENGINEERS, INC. (PACE) agree that the following provisions shall be a part of their agreement.

1. **STANDARD OF CARE.** PACE's services performed under this agreement will be performed in a manner consistent with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality. When the findings and recommendations of PACE are based on information supplied by CLIENT and others, such findings and recommendations are correct to the best of PACE's knowledge and belief. No warranty, express or implied, is made or intended by this agreement, or by the foregoing statement of the applicable standard of care, or by providing consulting services or by furnishing oral or written reports of findings made. No entity other than CLIENT or PACE shall be construed as a beneficiary to this Agreement.
2. **INSURANCE COVERAGE.** PACE is protected by Worker's Compensation insurance as required by applicable state laws and will maintain employer's liability coverage. During the performance of this Agreement PACE will maintain professional liability insurance with a limit of not less than \$1 million on a claims made, annual aggregate basis, and commercial general liability and automobile liability insurance each with a limit of not less than \$1 million on an occurrence basis.
3. **RISK ALLOCATION.** In recognition of the relative risks, rewards and benefits of the project to both the CLIENT and PACE, the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law PACE's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement for any cause or causes, shall not exceed ten times our fee or \$500,000, whichever is less. Such causes include, but are not limited to, PACE's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
4. **INDEMNIFICATION.** The CLIENT shall indemnify and hold harmless PACE and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expenses are caused in whole or in part by the negligent acts, errors, omissions, and/or strict liability of the CLIENT, or anyone directly or indirectly employed by the CLIENT (except PACE).
5. **LIENS.** PACE reserves the right to file a Notice of Intent to Lien and/or Lien throughout the life of the project. This action protects PACE's right of payment for services rendered.
6. **SERVICES BY CLIENT.** CLIENT will provide access to site of work, obtain all permits, provide all legal services in connection with the project. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the scope of work.
7. **ADDITIONAL SCOPE OF WORK.** From time to time the CLIENT may request PACE to perform additional services that are not included in the original Scope of Work. It is understood the CLIENT will pay for all services provided that are outside the original Scope that have been requested by the CLIENT or the CLIENT's representative. PACE will provide written notice as soon as possible on work being requested that is outside the original Agreement. Upon receipt of written notification of work being performed by PACE that PACE feels is outside the original Agreement, the CLIENT shall immediately notify PACE in writing if the CLIENT takes exception to the extra work being done or that the work is outside the original scope. Otherwise, it is understood that the CLIENT agrees to pay a reasonable cost for all extra work being performed by PACE.

8. **SERVICES DURING CONSTRUCTION.** Any construction inspection or testing provided by PACE is for the purpose of determining compliance by contractors with the functional provisions of project documents only. CLIENT agrees that PACE will have no inspection responsibilities at the jobsite except to the extent specifically provided for in the agreed upon scope of work. PACE shall not be held in any way to guarantee any contractor's work, nor to assume responsibility for means, methods or appliances used by any contractor nor to assume responsibility for a contractor's compliance with laws and regulations or for contractor's errors, omissions, or defective work.
9. **TERMINATION OF SERVICES.** This agreement may be terminated by the CLIENT or PACE, with 10 days notification. In the event of termination, the CLIENT shall pay PACE for all the services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses. In the event of termination by PACE, PACE will transfer copies of all work to date to the CLIENT and provide a summary of the status of the project so the client may retain another company to continue the work.
10. **OWNERSHIP OF DOCUMENTS.** All documents, electronic or otherwise, produced by PACE under this agreement shall remain the property of PACE and may not be used by the CLIENT for any other endeavor without the written consent of PACE.
11. **PROPOSALS, FEES AND BUDGETS.** PACE shall honor proposals and budgets for 60 days from the date the proposal was issued.
12. **TERMS OF PAYMENT.** CLIENT will be invoiced each month following commencement of work. Payment in full of an invoice must be received by PACE within thirty (30) days of the date of such invoice. Any retainers shall be credited on the final invoice.
13. **LATE PAYMENTS.** Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the then unpaid balance. In the event that collection proceedings are required, CLIENT will also be responsible to pay the costs and attorneys' fees incurred by PACE, whether or not suit is brought, in both trial and appellate courts, and in connection with any bankruptcy or reorganization proceedings. It is PACE's policy to utilize Professional Service Liens to help secure payment of accounts that are unpaid 60 days or more.
14. **EFFECT OF INVOICE.** The work performed shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective, and the invoice amount(s) in dispute. CLIENT shall pay undisputed amounts as provided for in the preceding paragraph.
15. **SUSPENSION OF WORK/ WITHHOLDING OF WORK PRODUCT.** Failure of CLIENT to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at PACE's discretion. PACE, without any liability to PACE, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT's outstanding indebtedness or advance payment if required by PACE. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the scope of work. PACE is not obligated to provide services in excess of the authorized budget.
16. **APPLICABLE LAWS.** Unless otherwise specified, this agreement shall be governed by the laws of the State of Washington. Any legal proceedings arising from this Agreement shall be filed in King County, Washington.

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