

**SULTAN CITY COUNCIL
AGENDA ITEM COVER SHEET**

ITEM NO: C-13
DATE: June 26, 2008
SUBJECT: Authorize the Mayor to sign Amendment #1 with Perteet Engineering for Surface Water Improvement Plan
CONTACT PERSON: Deborah Knight, City Administrator 

ISSUE:

The issue before the City Council is to authorize the Mayor to sign contract amendment number one with Perteet Engineering for the work described in Attachment A for \$33,100 to fund additional hours from May 1, 2008 through November 30, 2008 to prepare an inventory book of the City's surface water infrastructure, written surface water needs assessment for the Revised 2004 Comprehensive Plan, attend meetings and provide review/responses to CTED and Supplemental Environmental Impact Statement comments.

STAFF RECOMMENDATION:

Authorize the Mayor to sign contract amendment number one with Perteet Engineering for \$33,100.

SUMMARY:

The City Council approved a contract for \$75,000 with Perteet Engineering on January 10, 2008 (Attachment B) to:

1. Survey the City's storm system
2. Prepare a GIS Map in ArcReader format with GIS goedatabases
3. Prepare a site assessment of existing and anticipated inadequacies in the stormwater system and supporting hydrological modeling results
4. Develop a list of capital improvement projects

The amendment would add three additional tasks to the scope of work:

5. Prepare an inventory mapbook of the publicly-owned stormwater facilities.
6. Prepare a written surface water needs assessment which will be incorporated into the overall Needs Assessment report for the Revised 2004 Comprehensive Plan.

7. Make revisions to the Stormwater section of the capital facilities element, as directed by City Council, in response to comments received from CTED and through the Draft SEIS (DSEIS).

The proposed amendment adds 222 hours of work from May through November.

Task 1 – Project Management and Administration –

- Continued Project Management and Administration to support the project through

Task 3 – Stormwater System and GIS Surfacewater Mapping –

- Prepare an inventory map of the publicly-owned stormwater facilities, based upon previous tasks performed, and with input from City staff. Create a comb-bound map book with a legend page (11" x 17" size). (New Task)

Task 6 - Public Involvement & Assist with SEIS (New Task)

- 6.1 Prepare a written surface water needs assessment, to be incorporated into the overall Needs Assessment report being assembled by the City's planning consultant, Shockey-Brent. (Note: This Task Was Not Included in Previous Scope of Work, But Task Has Been Performed Per Request.) The document includes:
 - a description of existing facilities and existing goals;
 - an assessment of the current level of service standards and recommended changes;
 - incorporate the surface water capital improvement projects (CIP) summary list of projects;
 - recommended changes to goals and policies; and
 - recommended changes to City Municipal Code;
 - provide review and input of documents assembled by Shockey-Brent.
- 6.2 Review updates to the draft City Comprehensive Plan being assembled and prepared by Shockey-Brent. Review document and provide written comments and recommendations. Prepare up to four surface water exhibits to be incorporated with the Comprehensive Plan revisions. (New Task)
- 6.3 Attend 2 stormwater stakeholders meetings. Present the candidate CIP list to the stakeholders for input. (Note: This Task Was Not Included in Previous Scope of Work, But Task Has Been Performed Per Request.)
- 6.4 Attend up to 4 Additional City Council meetings, to make presentations on the candidate CIP list and surface water recommendations, and be available to answer questions on work performed. (New Task)
- 6.5 Review public comments to the SEIS. Provide written responses as they pertain to stormwater issues. The responses are to be incorporated into the overall

response package being prepared by others. Budget for 48 hours for this task. (New Task)

- 6.6 Provide assistance to City attorney during coordination period with the Growth Hearings Board. Budget 16 hours plus 8 hours of exhibits for this task. (New Task).

FISCAL IMPACT:

The additional hours of work will increase the original \$75,000 contract amount by \$33,100 for a new contract totaling \$108,100.

The City has not budgeted for professional services in the street and wastewater utility fund to complete the stormwater improvement plan. The proposed amendment is outside the City's budget but is necessary to complete the Comprehensive Plan. Budgeted tasks in the water water utility will be reprioritized to accommodate this work.

The City Council could choose to forgo funding the map book for the stormwater utility and complete this project in 2009.

RECOMMENDED ACTION:

Authorize the Mayor to sign contract amendment number one with Perteet Engineering for \$33,100.

ATTACHMENTS

- A – Supplement scope of work with Perteet Surface Water
- B – January 10, 2008 contract with Perteet Engineering

Attachment "A"

Supplement 1 – Scope of Services City of Sultan Surface Water Improvement Plan

Project Understanding & Objectives:

This contract supplement is to assist the City of Sultan through the Supplemental Environmental Impact Statement (SEIS) process, as it pertains to the proposed revisions to the Comprehensive Plan. The original contract will be supplement as follows:

TASK 1 PROJECT MANAGEMENT.

The CONSULTANT will provide project management to ensure that the project elements are completed on time and within budget. Project management from CONSULTANT will include:

- 1.6 Continue the preparation of monthly billings and progress reports, budget for 4 months with this supplement. (Expanded Task Item)
- 1.7 Attend coordination meetings. Budget for 3 face meetings, and up to 4 additional meetings to be held via phone conference call. (New Task)

TASK 3 STORMWATER SYSTEM & GIS SURFACE WATER MAPPING

- 3.8 Prepare an inventory map of the publicly-owned stormwater facilities, based upon previous tasks performed, and with input from City staff. Create a comb-bound map book with a legend page (11" x 17" size). (New Task)

Deliverables:

Electronic GIS files including:

- Stormwater Inventory Map in GIS ArcReader format with GIS geodatabases (CD or DVD), and 1 hard copy roll plot in color.
- Stormwater Inventory Map Book (3 copies)

TASK 6 PUBLIC INVOLVEMENT & ASSIST WITH SEIS

- 6.1 Prepare a written surface water needs assessment, to be incorporated into the overall Needs Assessment report being assembled by the City's planning consultant, Shockey-Brent. (Note: This Task Was Not Included in Previous Scope of Work, But Task Has Been Performed Per Request.) The document includes:
 - a description of existing facilities and existing goals;
 - an assessment of the current level of service standards and recommended changes;
 - incorporate the surface water capital improvement projects (CIP) summary list of projects;

- recommended changes to goals and policies; and
 - recommended changes to City Municipal Code;
 - provide review and input of documents assembled by Shockey-Brent.
- 6.2 Review updates to the draft City Comprehensive Plan being assembled and prepared by Shockey-Brent. Review document and provide written comments and recommendations. Prepare up to four surface water exhibits to be incorporated with the Comprehensive Plan revisions. (New Task)
- 6.3 Attend 2 stormwater stakeholders meetings. Present the candidate CIP list to the stakeholders for input. (Note: This Task Was Not Included in Previous Scope of Work, But Task Has Been Performed Per Request.)
- 6.4 Attend up to 4 Additional City Council meetings, to make presentations on the candidate CIP list and surface water recommendations, and be available to answer questions on work performed. (New Task)
- 6.5 Review public comments to the SEIS. Provide written responses as they pertain to stormwater issues. The responses are to be incorporated into the overall response package being prepared by others. Budget for 48 hours for this task. (New Task)
- 6.6 Provide assistance to City attorney during coordination period with the Growth Hearings Board. Budget 16 hours plus 8 hours of exhibits for this task. (New Task).

Deliverables

- Surface Water Needs Assessment report, in MS Word electronic format and exhibits in PDF electronic format.
- Written responses to public comments put forth through the SEIS process, in MS Word electronic format.

CITY TO PROVIDE

The mapping of the existing drainage systems within the project limits is a joint effort between the CITY staff and CONSULTANT. Therefore, several items need to be provided by the CITY to accomplish this work. These are listed below.

- Copies of drainage plans and reports for recently constructed and recently approved plats;
- Sketches of existing drainage system layouts, showing pipe locations, directions of flow, and storm outfalls into creeks and surface water bodies;
- Identification of know drainage problem locations and type of problems (e.g. flooding, scour, sedimentation, etc.);
- Identification of city owned and/or maintained drainage facilities, such as detention ponds, vaults, and water quality facilities. Provide copies of construction plans, and type of facility, as available in City records.

A.2

PROJECT SCHEDULE

The project schedule is being led by the Comprehensive Plan leader consultant for the CITY, Shockey Brent Inc. The schedule is available in draft form at this time.

Generally, the remaining milestones are:

- Supplemental EIS Period July/August 2008
- Finalize Comprehensive Plan and Work with Growth Hearings Board – August/Sept. 2008

ADDITIONAL SERVICES

Additional services, which are beyond the scope described herein, can be provided upon request and will be billed in accordance with our standard Schedule of Fees. A sample listing of services we can provide include:

- Detailed surveying of existing facilities
- More detailed stormwater comprehensive plan of specific areas, such as downtown core improvements/retrofit.

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Attachment "B"
Consultant Fee Determination - Summary Sheet

Project: Surface Water Improvement Plan - Supplement 1

Client: City of Sultan

HOURLY COST						
<u>Classification</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>	
Associate Surface Water Mngr	154	x	\$170.00	=	\$26,180	
Sr. Planner	4	x	\$160.00	=	\$640	
Planner IV / GIS	8	x	\$95.00	=	\$760	
Planner II / GIS	52	x	\$75.00	=	\$3,900	
Clerical	4	x	\$65.00	=	\$260	
TOTAL HOURLY COST					=	\$31,740

REIMBURSABLES:	
Outside Printing Costs	\$400
Mileage @0.505	\$150
GIS / CADD Station @ \$10/hr	\$560
Color Copies	\$200
Postage & Misc.	\$50
TOTAL REIMBURSABLE COST =	
	\$1,360

GRAND TOTAL: = **\$33,100**

Prepared by: Dean Franz, P.E.

Date: June 18, 2008

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**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SULTAN AND
PERTEET ENGINEERING**

THIS AGREEMENT, is made this 10th day of January, 2008, by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and Perteet Engineering (hereinafter referred to as "Service Provider"), doing business at 2707 Colby Avenue, Suite 900, Everett, WA 98201.

WHEREAS, Service Provider is in the business of providing certain services specified herein; and

WHEREAS, the City desires to contract with Service Provider for the provision of such services for consulting, design, studies, and/or advisory services as follows:

Prepare a surface water improvement plan by preparing planning level assessments and recommendations for the undeveloped / partially developed areas of the study area, and for the existing major drainage features within the developed portion of the City, as detailed in Attachment "A", Scope of Services, attached hereto and made a part of this agreement, and Service Provider agrees to contract with the City for same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

1. **Description of Work.** Service Provider shall perform work as described in Attachment A, Scope of Work, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed permission of the City.
2. **Payment.**
 - A. The City shall pay Service Provider at the hourly rate set forth in Attachment B, but not more than a total of seventy-five thousand dollars (\$75,000) for the services described in this Agreement. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed supplemental agreement.
 - B. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.

C. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

3. **Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.

4. **Project Name.** Surface Water Improvement Plan

5. **Duration of Work.** Service Provider shall complete the work described in Attachment A on or before December 31, 2008.

6. **Termination.**

A. Termination Upon the City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon ten (10) days written notice to the Service Provider.

B. Termination for Cause. If Service Provider refuses or fails to complete the tasks described in Attachment A, or to complete such work in a manner unsatisfactory to the City, then the City may, by written notice to Service Provider, give notice of its intention to terminate this Agreement. After such notice, Service Provider shall have ten (10) days to cure, to the satisfaction of the City or its representative. If Service Provider fails to cure to the satisfaction of the City, the City shall send Service Provider a written termination letter which shall be effective upon deposit in the United States mail to Service Provider's address as stated below.

C. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the City. The City Manager shall make the final determination about what services have been satisfactorily performed.

7. **Nondiscrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person acting on behalf of Service Provider shall not, by reason of race, religion, color, sex, marital status, national origin or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
8. **Indemnification / Hold Harmless.** The Service Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. **Insurance.** The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees or subcontractors.
 - A. **Minimum Scope of Insurance.** Service Provider shall obtain insurance of the types described below:
 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement

GC 20 10 10 01 and GC 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance. Service Provider shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Service Provider's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Service Provider's insurance and shall not contribute with it.
2. The Service Provider's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage. Service Provider shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work.

F. Subcontractors. Service Provider shall include each subcontractor as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage shall be subject to all of the same insurance requirements as stated herein for the Service Provider.

10. **Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or

other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

11. **City's Right of Supervision, Limitation of Work Performed by Service Provider.** Even though Service Provider works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
12. **Work Performed at Service Provider's Risk.** Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.
13. **Ownership of Products and Premises Security.**
 - A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.
 - B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.
14. **Modification.** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.
15. **Assignment.** Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.
16. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
17. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

18. **Resolution of Disputes, Governing Law.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Manager, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF SULTAN

By: _____
Carolyn Eslick, Mayor

SERVICE PROVIDER

By: _____
Title: _____
Taxpayer ID #: _____

CITY CONTACT

Deborah Knight
City of Sultan
319 Main Street, Suite 200
Sultan, WA 98294
Phone: 360-793-2231
Fax: 360-793-3344

SERVICE PROVIDER CONTACT

Phone: _____
Fax: _____

ATTEST/AUTHENTICATED

By: _____
City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

ATTACHMENT "A"
Scope of Services
City of Sultan
Surface Water Improvement Plan

Project Understanding & Objectives:

This project is to develop a surface water improvement plan by preparing planning level assessment and recommendations for the undeveloped / partially developed areas of the study area, and for the existing major drainage features within the developed portion of the city. The overall goal of the project is to work towards achieving compliance with the GMA regulations of the State. This scope of work is a major step in achieving this goal. The major objectives in this scope of work are to recommend a stormwater level-of-service, system inventory compilation, identify probable drainage needs, and create a candidate list of drainage projects.

A capital improvement plan will eventually be adopted as part of future steps in developing the final stormwater comprehensive plan, but is not part of this scope of services.

The study area is defined as the land area bounded by the existing city limits and the city urban growth area.

TASK 1 PROJECT MANAGEMENT.

The CONSULTANT will provide project management to ensure that the project elements are completed on time and within budget. Project management from CONSULTANT will include:

- 1.1 Prepare detailed work plan and change management procedure.
- 1.2 Prepare, monitor, update project schedule, and monitor project budget on a monthly basis. It is assumed that 1 hour a month will be needed for updating the schedule and monitoring the budget.
- 1.3 Prepare monthly billings, progress reports, and updated monthly project schedule. It is assumed that 1 hour a month will be needed for this task.
- 1.4 Attend coordination meetings every month (for six months) with key City staff. Meetings will be held via phone conference call. Prepare and distribute meeting agenda and minutes.
- 1.5 Quality Assurance/Quality Control program. The CONSULTANT will conduct an internal quality assurance program prior to major submittals, which are listed as "deliverables" in the tasks listed below.

Deliverables:

- Meeting agenda and minutes from management coordination meetings, submitted via e-mail in MS Word format within 5 working days of the meeting.
- Detailed work plan, and change management procedures submitted via e-mail in PDF format, at the start of the project. The initial work plan will include a project schedule. If changes occur, submit revised materials via e-mail.
- Invoice and project reports submitted monthly in hard copy via US Mail.

TASK 2 STORMWATER SYSTEM SURVEYING

The means to achieve the goal of preparing a map of the existing major drainage components within the city of Sultan is by supplementing the existing city maps. This mapping is to be a joint effort between the staff of Perteet Inc. and the City of Sultan.

Assumptions:

- Perteet will survey the location and elevation of major drainage system outfalls, and the rims of select catch basins located along storm trunk lines, where there is a major concern of conveyance capacity, as provided by CITY, for up to 8 points in the existing storm conveyance system.
- City of Sultan will provide detailed field inspection and sketches detailing: location, material, size and condition of structure, measure down to inverts, pipe descriptions and direction of all pipes within structure.
- City of Sultan to provide plans (as-builts or design plans) or CAD files of recent storm system construction within the study area.
- There is a separate sanitary sewer comprehensive plan, therefore this scope does not include any survey of the combined sewer system.
- Elevations will be referenced to NAVD 88 datum.
- Horizontal control will be determined by GPS using NAD 83 (91) datum and Washington State Plane, North Zone coordinates.

Scope of Survey Services

Survey scope from CONSULTANT will include:

- 2.1 Hosting a project team meeting with City staff to coordinate field inventory procedures (field codes and data dictionary) and GIS database definitions.
- 2.2 Establish horizontal and vertical control necessary for the survey of the outfalls and structures. Edit and process survey control. (1 day)
- 2.3 Conduct a survey of the project outfalls and structures to determine; horizontal location and rim/grate elevation, size, material and condition of pipe/structure at select catch basins along the storm pipe trunk lines, and the 5 or 6 major drainage structures of plats along Sultan Basin Rd. corridor. (3 days)
- 2.4 Survey locate control points of existing drainage facilities of identified recently constructed plats, with two control points for each plat. This will be done to orientate GIS mapping with drainage construction plans of record. The plats identified are: *Rosewood Estates, Sultan Highlands, Eagle Ridge, Miller Farms, The Plateau, Sky Harbor, and Timber Ridge Estates.* (2 days)

Deliverables:

- Copies of Field notes.
- Coordinate point data listing with attributes (Excel file).

TASK 3 STORMWATER SYSTEM & GIS SURFACE WATER MAPPING

The Stormwater GIS mapping work from CONSULTANT will include:

- 3.1 Prepare a GIS geodatabase of the major drainage basins, and major surface water channels and streams, within the study area. This is to be built upon the existing GIS base map data. This will be performed with USGS 10m National Elevation data (NED) and LIDAR (where available) using ESRI's ArcHydro extension of ArcGIS software. CONSULTANT will prepare surface water GIS maps of the results.
- 3.2 Prepare field maps showing streets and probable storm pipe locations, for CITY staff to locate and sketch on the field maps the approximate locations of catch basins, pipes, and outfalls, which the City desires to include in the stormwater map.
- 3.3 Incorporate existing stormwater information into a GIS geodatabase. The sources will include: Snohomish County maps, field reconnaissance sketches from the CITY, existing CONSULTANT survey data (as described in Task 2), sensitive areas maps for wetlands and streams available from the CITY (done by Shockey Brent Inc.), and drainage plans in CAD files from the City. Prepare a GIS map of the results.
- 3.4 Create a GIS map showing surface water features and existing 100-yr floodplain limits, as available from FEMA floodplain boundary maps.
- 3.5 Create surface water GIS map set for the study area, incorporating the information described in Tasks 2, 3.1 through 3.4. Submit a draft to the CITY for review and for clarification by City staff of additionally known field conditions.
- 3.6 Meet with City to identify and verify known: a) major storm features within the city; b) storm outfall locations and conditions; and c) flooding or storm conveyance problem locations.
- 3.7 Incorporate into the surface water GIS geodatabase and maps the additional information provided by the CITY, provided as part of the review. Perteet will then create final surface water GIS maps and submit to the CITY.

Deliverables:

Electronic GIS files including:

- Drainage GIS maps in ArcReader format with GIS geodatabases (CD or DVD)

TASK 4 STORMWATER ASSESSMENT & MODELING

Building upon mapping of the drainage basins and major surface water features within the service area, as described Tasks 2 and 3, prepare a site assessment for identification of anticipated future inadequacies or existing inadequacies in the stormwater system, as described in the subtasks listed below. This assessment will evaluate both the developed and undeveloped portions of the study area. The Stormwater Assessment and Modeling from CONSULTANT will include:

- 4.1 Identify locations of probable inadequacies of stormwater facilities for the undeveloped areas or partially developed areas within the study area. For the purposes of this study, the undeveloped and partially developed areas are to be identified by the CITY, but they are generally locations where the land use is less than the densities prescribed in the CITY zoning maps and where increased

population density is expected to occur. This task will identify locations where probable drainage problems will occur as development in the city continues to full build-out in agreement with CITY Comprehensive Land Use Plan. Identify probable locations where major storm systems would likely be of inadequate capacity, such as natural or man-made channels, and major culverts where runoff from large areas discharge to. This is a qualitative assessment based upon a visual field observations and review of the surface water GIS mapping prepared in Task 3.

- 4.2 Conduct a field visit to visually inspect locations of major concern at a limited number of locations in the study area. The field visit is for the purpose of looking for visual indications of flooding problems or erosion, and to clarify questions that may arise during the mapping phase of the project. Budget 8 hours to conduct this limited field reconnaissance. The number of locations observed during the field visit will be limited by the budgeted hours.
- 4.3 Conduct planning level storm runoff modeling of undeveloped and partially developed areas within the study area. The modeling will be performed assuming only one future scenario at the full-buildout of the Comprehensive Land Use Plan and the maximum probable percent of impervious area within each zone. CITY will provide the maximum percent of impervious area for each proposed land use zone in accordance with the land use comprehensive plan.
- 4.4 Conduct hydrologic modeling of the major drainage basins within the developed area of the city at select locations. Specifically, modeling will be performed at select locations to determine conveyance capacity needs, potential shortcomings, or confirm adequacies. Determine peak flowrates at select locations for the 24 hour event with a probable recurrence interval of: 10-yr, 25-yr, 50-yr and 100-yr storm events. The number of locations for peak flowrate determinations will be between 6 and 8 locations.
- 4.5 Level of Service: Recommend to the CITY a storm water level-of-service standard for both conveyance, be it the 10-yr, 25-yr, 50-yr, or the 100-yr storm events, and stormwater quality. Prepare a written letter of recommendation of approximately 4 to 5 pages with a brief assessment of the issues and brief justification for the recommended level-of-service.
- 4.6 Stormwater Quality: CONSULTANT will review a previous study that has been prepared (dated Dec. 2002) that provides stormwater quality recommendations. CONSULTANT is also to prepare a brief list of probable stormwater quality treatment facilities that is the state-of-the practice in the Puget Sound region. Comparing this information with the new surface water GIS mapping, and soliciting input from CITY staff, develop a brief list of recommendations of stormwater quality treatment measures.
- 4.7 CONSULTANT will prepare a summary of results.

Deliverables

- Written Summary of Results (electronic and hard copy), which also includes supporting hydrologic modeling results.

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TASK 5 DEVELOP PROJECT ALTERNATIVES

The **DEVELOP PROJECT ALTERNATIVES** from CONSULTANT will include:

- 5.1 A short-term and long-term candidate list of capital improvement projects to address drainage inadequacies in the City.
- 5.2 Develop planning level opinions of cost for construction of each of the proposed projects on the candidate list.
- 5.3 Prepare a Surface Water Improvement Plan document in the form of a technical memorandum summarizing the results, level of service recommendations, and planning level opinions of cost of candidate capital improvement projects. Information from this memorandum will be incorporated into the overall comprehensive plan being prepared Shockey Brent Inc. (consultant to the CITY).
- 5.4 Presentation of the Surface Water Improvement Plan findings and recommendations to City Council (assume 1 meeting).

Deliverables:

- Stormwater candidate list of capital improvement projects.
- Planning level opinions of cost for construction of the projects.
- Technical Memorandum

CITY TO PROVIDE

The mapping of the existing drainage systems within the project limits is a joint effort between the CITY staff and CONSULTANT. Therefore, several items need to be provided by the CITY to accomplish this work. These are listed below.

- Copies of drainage plans and reports for recently constructed and recently approved plats;
- Sketches of existing drainage system layouts, showing pipe locations, directions of flow, and storm outfalls into creeks and surface water bodies;
- Identification of know drainage problem locations and type of problems (e.g. flooding, scour, sedimentation, etc.);
- Identification of city owned and/or maintained drainage facilities, such as detention ponds, vaults, and water quality facilities. Provide copies of construction plans, and type of facility, as available in City records.

8.12

PROJECT SCHEDULE

The project schedule is being led by the Comprehensive Plan leader consultant for the CITY, Shockley Brent Inc., to be updated in late January. The schedule is available in draft form at this time. Generally, the following milestones which we anticipate are listed in the table below.

Anticipated Completion Date	Activity	Tasks	Responsible Party
Feb. 22, '08	Survey Controls, Survey Outfalls, Survey Tie In Plats.	2.1, 2.2, 2.4	Perteet
Feb. 22, '08	Prepare Field Maps for City Recon.	3.2	Perteet
March 14, '08	Sketch Onto Field Recon. Maps the Location of Exist. Drainage Pipes, Outfalls, & City-Owned Drainage Facilities		City
April 15, '08	Submit Surface Water GIS Maps to City	3.1, and 3.3 - 3.7	Perteet
May 15, '08	Stormwater Assessment & Modeling	4.1 - 4.4	Perteet
May 22, '08	Level of Service Recommendations & Submit Written Summary of Results	4.5 - 4.7	Perteet
June 12, '08	Submit Candidate CIP List for Drainage, & Planning Level Opinions of Cost for Each.	5.1, 5.2	Perteet
July 21, '08	Submit Narrative to be incorporated into Capital Facilities Plan & Comp. Plan.	5.3, 5.4	Perteet

ADDITIONAL SERVICES

Additional services, which are beyond the scope described herein, can be provided upon request and will be billed in accordance with our standard Schedule of Fees. A sample listing of services we can provide include:

- Detailed surveying of existing facilities
- Final stormwater comprehensive plan

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ATTACHMENT B

Pertect, Inc.
Consultant Fee Determination - Summary Sheet

Project: Surface Water Improvement Plan
Client: City of Sultan

HOURLY COST					
Classification	Hours		Rate	=	Cost
Principal Surveyor	8	x	\$180.00	=	\$1,440
Associate - Engineering	29	x	\$170.00	=	\$4,930
Associate - Surface Water Mgr.	199	x	\$170.00	=	\$33,830
Sr. Professional Land Surveyor	12	x	\$140.00	=	\$1,680
Engineer II	94	x	\$100.00	=	\$9,400
Lead Planner - GIS	18	x	\$140.00	=	\$2,520
Planner II - GIS	66	x	\$100.00	=	\$6,600
Planner I - GIS	12	x	\$80.00	=	\$960
Project Surveyor I	22	x	\$95.00	=	\$2,090
Lead Technician	2	x	\$105.00	=	\$210
Prof. Land Surveyor	0	x	\$115.00	=	\$0
Survey Technician III	0	x	\$85.00	=	\$0
Two Person Survey Crew	56	x	\$160.00	=	\$8,960
Clerical	6	x	\$65.00	=	\$390
TOTAL HOURLY COST				=	\$73,010

REIMBURSABLES:		
Printing Costs		\$220
Mileage @0.505		\$250
GIS / CADD Station @ \$10/hr		\$770
GPS @ \$300/day		\$200
Postage & Misc.		\$550
TOTAL REIMBURSABLE COST =		\$1,990

GRAND TOTAL: = **\$75,000**

Prepared by: Dean Franz

Date: January 7, 2008

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ATTACHMENT B



**PERTEET, INC.
Schedule of 2008 Billing Rates**

<u>Engineering, Planning and Environmental Classifications</u>	<u>2008 Hourly Rate</u>
Principal/Senior Associate	180.00
Associate	170.00
Senior Engineer/Manager	160.00
Lead Engineer/Manager	140.00
Engineer III	115.00
Engineer II	100.00
Engineer I	80.00
Senior Planner/Manager	160.00
Lead Planner/Manager	140.00
Planner III	115.00
Planner II	100.00
Planner I	80.00
Senior Ecologist/Manager	160.00
Lead Ecologist/Manager	140.00
Ecologist III	115.00
Ecologist II	100.00
Ecologist I	80.00
Lead Technician/Designer	105.00
Technician III	95.00
Technician II	80.00
Technician I	70.00
Contract Administrator	95.00
Accountant	75.00
Clerical	65.00

Expert Witness Rates:

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

ATTACHMENT B



PERTEET, INC.
Schedule of 2008 Billing Rates
Page 2

<u>Direct Expenses</u>	<u>Rate</u>
Living & travel expenses outside of service area	Cost plus 10 percent
Authorized Subconsultants	Cost plus 10 percent
Outside Services (printing, traffic counts, etc.)	Cost plus 10 percent
CADD Station	\$10.00 per hour
Traffic Modeling	\$15.00 per hour
Color Copies	\$.80 each
Mileage	\$.51 per mile

<u>Survey and Construction Observation Classifications</u>	<u>2008 Hourly Rate</u>
Principal Surveyor	180.00
Senior Professional Land Surveyor	140.00
Professional Land Surveyor	115.00
Project Surveyor II	100.00
Project Surveyor I	95.00
Survey Technician III	85.00
Survey Technician II	80.00
Survey Technician I	55.00
One Person Survey Crew	90.00
Two Person Survey Crew	160.00
Three Person Survey Crew	215.00
Senior Construction Observer	105.00
Construction Observer	80.00

<u>Direct Survey Expenses</u>	<u>Rate</u>
Dual Frequency GPS Receiver	\$150.00 per day
Robotic Total Station Data Collection System	\$100.00 per day
Digital Level	\$50.00 per day
Survey monuments & cases	Cost plus 10 percent