

**SULTAN CITY COUNCIL
AGENDA COVER SHEET**

ITEM NO: C-5
DATE: February 25, 2010
SUBJECT: Perteet Engineering
On-call Planning Services Contract Extension
CONTACT PERSON: Robert Martin, Community Development Director



ISSUE:

The issue before the City Council is to authorize the Mayor to sign Addendum No.1 to the existing On-Call Planning Services Contract (Attachment A) with Perteet Engineering for an additional amount not to exceed \$15,000.00 (total amount not to exceed \$25,000.00).

STAFF RECOMMENDATION:

1. Authorize the Mayor to sign "First Addendum" to the current Professional Services Contract #09-006, in an amount not to exceed an additional \$15,000 (\$25,000 total when combined with the original \$10,000) with Perteet Engineering for On-Call Planning Services until April 1, 2011.
2. Authorize Staff to proceed with Work-Order Authorization to out-source review of significant Land Use Applications.

SUMMARY:

In March of 2009, the Council authorized an On-Call Planning Services Contract with Perteet Engineering in the amount of \$10,000. The contract in 2009 was for assistance with current development planning review and specifically assigned Growth Management Long Range planning tasks which included Stormwater, Park Impact, and Transportation planning activities.

For this Contract Addendum, the Work Order Authorization is limited to assistance with current development review activities. These expenditures will be pass-through charges, reimbursed to the City by Developers whose projects are being handled by Perteet.

FISCAL IMPACT:

The Fee Schedule provides that Developers are charged for Consultant Services spent in reviewing their projects. The net effect of this Contract on the City Budget is essentially neutral as the charges are passed through to the Developers who are receiving the services. This Contract Addendum amounts to an authorization for the City to spend funds that will be provided to the City by the Developers involved.

Under state law, the City of Sultan is not required to seek competitive bids for Professional Services such as those considered for this contract.

Under the proposed contract work on any particular task would not proceed without written approval of a task with a defined budget limit and detailed scope provided by the City Council.

Perteet will estimate the time and materials necessary to complete a task. Perteet will alert the City before continuing a service that may exceed the budget.

Perteet Engineering has not changed their rate charged to the City of Sultan. The hourly fee for services schedule attached to the original contract (Contract # 09-006) remains in effect for the life of this Addendum through the April 1, 2011 expiration date.

ALTERNATIVES:

1. Authorize the Mayor to sign a Professional Services Contract not to exceed an additional \$15,000 (\$25,000 total when combined with the original \$10,000 on Contract # 09-006) with Perteet, for on-call planning services until April 1, 2011.

This alternative allows the City to have some flexibility in achieving short- and long-term goals in a timely manner. It avoids any delays if services are needed immediately. The City is not obligated to contact Perteet and request work. The City may contract with other Consultants for similar services or bid work if desired.

The City has one project currently under review and expects another project that will best be served by Consultant Review in the near future.

2. Do not authorize the Mayor to sign a Professional Services Contract with Perteet, Inc. for On-Call Planning Services and direct Staff to areas of concern.

A decision not to authorize the Mayor to sign a Professional Services Contract for On-Call services will not have any immediate effects on the City's ability to meet customer needs or deliver services. The Council should direct Staff to areas of concern regarding the firm, its consulting Staff and/or the policy of contracting in advance of an identified need.

RECOMMENDED ACTION:

1. Authorize the Mayor to sign "First Addendum" to the current Professional Services Contract #09-006, in an amount not to exceed an additional \$15,000 (\$25,000 total when combined with the original \$10,000) with Perteet Engineering. for On-Call Planning Services until April 1, 2011.
2. Authorize Staff to proceed with Work Order Authorization to out-source review of significant Land Use Applications.

ATTACHMENT

Attachment A: First Addendum to Contract # 09-006 a Contract for On-call Professional Services with Perteet, Inc

**FIRST ADDENDUM
BY AND BETWEEN THE CITY OF SULTAN
AND
PERTEET ENGINEERING
FOR
ON-CALL SERVICES
(Contract # 09-006)**

THIS FIRST ADDENDUM is made 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") collectively the "Parties".

WHEREAS, on April 1, 2009, the Parties entered into that certain Agreement for Services ("Agreement") for the provision of on-call planning services ; and

WHEREAS, the Service Provider has completed assigned tasks under the current contract; and

WHEREAS, the City desires to continue contracting with the Service Provider to provide review of significant land use applications ; **NOW, THEREFORE**,

IN CONSIDERATION OF the mutual promises, terms and conditions set forth in the Agreement and contained herein, the Parties hereby agree as follows:

Section 1. Amendment of Section 2 of the Agreement. Section 2 A. of the Agreement is hereby revised to provide in its entirety as follows:

2. A. The City shall pay Service Provider at the hourly rate set forth in Exhibit B, but not more than a total of twenty five thousand dollars (\$25,000) 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.

Section 2. Amendment of Section 5 of the Agreement. Section 5. of the Agreement is hereby revised to provide in its entirety as follows:

5. **Duration of Work.** Service Provider shall complete the work described in Exhibit A on or before April 1, 2011.

Section 3. Effect of Addendum. This First Addendum is in addition to the Agreement. Except as otherwise provided herein, the provisions of this First Addendum modify, but do not supersede the provisions of the Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if this First Addendum did not exist. Except as otherwise provided herein, capitalized words and phrases shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed and executed this day of , 20 .

CITY OF SULTAN:

By: _____
City Manager

CONTRACTOR:

By: _____
Title: _____
Taxpayer ID #: _____

ATTEST/AUTHENTICATED:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Office of the City Attorney