

SULTAN CITY COUNCIL

AGENDA ITEM COVER SHEET

ITEM NO: C - 9
DATE: May 27, 2010
SUBJECT: On-Call Consultants
CONTACT PERSON: Public Works Director Dunn 

ISSUES:

The issue before the City Council is to authorize the Mayor to sign a professional services contract with WHPacific, Inc. (Attachment A) not to exceed \$50,000.

The purpose of the contract is to provide multi-discipline services to help Sultan be successful in completing projects, repairing and or replacing infrastructure, to be the lead for future projects and expansion in our community.

STAFF RECOMMENDATION:

Authorize Mayor Carolyn Eslick to sign a professional services contract with WHPacific, Inc, not to exceed \$50,000 on projects within a cost estimate of less than \$300,000, per City of Sultan Resolution 09-12 (Attachment B)

SUMMARY:

The City of Sultan has been without a City Engineer since January, 2010, when Jon Stack retired. At the February 25, 2010 City Council meeting it was approved for staff to search for a consulting firm that could provide services as a team member with Sultan staff:

- Efficiently provide engineering support in capital improvement projects (Attachment C) on the City's 6 year Capital Improvement Plan.
- Guidance to the city in strategically planning and construction of Sultan's infrastructure for the future.
- Identifying sources of public money to finance planned capital facilities.
- Identification of major issues and opportunities affecting Sultan's aging infrastructure.

On May 13, 2010 a request for Statement of Qualifications were sent to:

Volt Workforce Solutions
Gray and Osborne, Inc.
Hammond Collier Wade Livingstone
WHPacific, Inc.

Huitt-Zollars, Inc.
Roth Hill Engineering Partners
Coast & Harbor Engineering, Inc.

City Staff recommends a contract with WHPacific, Inc., after carefully reviewing the submittal WHPacific, Inc firm appears to be the firm that can best meet our engineering needs and selection criteria. (Attachment D) WHPacific is:

- currently involved in water and street projects in the city at this time,
- familiar with Sultan Engineering Standards and Design, with
- public involvement they have participated in public meetings and working with individual property owners one on one successfully, and
- familiar with state, and county agencies the city works with.

FISCAL IMPACT:

The impact on the budget would be in the Capital Improvement Project Budget (CIP). In the CIP there are engineering costs folded into each project budget. The previous City Engineer Jon Stack's wages were calculated into the CIP budget.

Identified projects for which the selected firm could provide services are:

Project	Funding	Total Project Costs*	Engineer Budget
2 nd Street Phase II	CDBG	\$220,000	\$10,000
6 th Street Water Line	Water Reserve	\$110,000	\$10,000
I & I Study	Sewer Reserve	\$50,000	\$50,000

On approval of this On-Call Consultant agreement it will not be necessary for staff to come back to council to complete projects on the current CIP.

RECOMMENDED ACTION:

Authorize Mayor Carolyn Eslick to sign a professional services contract with WHPacific Inc, not to exceed \$50,000 for projects with an estimated cost of less than \$300,000. This follows City of Sultan Resolution 09-12 (Attachment B) identifying the small works roster guidelines according to RCW. 39.04.155

ATTACHMENTS:

- A On Call Services Contract
- B Resolution 09-12
- C Capital Improvement Plan
- D Request for Statement of Qualifications
- E Statement of Qualifications of WHPacific, Inc

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SULTAN AND
WH Pacific, Inc.**

THIS AGREEMENT, is made this 27th day of May, 2010, by and between the City of Sultan (hereinafter referred to as "City"), a Washington Municipal Corporation, and WHPacific, Inc., (hereinafter referred to as "Service Provider"), doing business at 12100 NE 195th, Suite 300, Bothell, WA 98011

WHEREAS, Service Provider is in the business of providing certain services specified herein; and included in the City of Sultan Capital Improvement Plan.

WHEREAS, the City desires to contract with Service Provider for the provision of such services for water, sewer, and street projects, and the 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 written permission of the City Council.
2. **Payment.**
 - A. The City shall pay Service Provider at the hourly rate set forth in Attachment A, but not more than a total of Fifty Thousand dollars (\$50,000) for the services described in this Agreement. This is the maximum amount to be paid under this 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.** On Call engineering Services
5. **Duration of Work** May 27, 2010 to June 1, 2011
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

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

2010 STANDARD FEE SCHEDULE

A. Personnel Services -- hourly rates

Principal-In-Charge	\$200	Party Chief II (T5).....	\$115
Sr. Project Manager.....	\$190	Party Chief I (T4).....	\$103
Sr. Specialist.....	\$170	Survey Technician II (T3).....	\$81
Project Manager	\$160	Survey Technician I (T2)	\$69
Professional IV.....	\$135	Project Coordinator II	\$80
Professional III.....	\$120	Project Coordinator I.....	\$65
Professional II	\$105	Three-Person Survey Crew.....	\$215
Professional I.....	\$95	Two-Person Survey Crew.....	\$155
Construction Inspector.....	\$110	One-Person Survey Crew	\$100
Designer II.....	\$115		
Designer I	\$100		
Drafter III	\$88		
Drafter II.....	\$80		
Drafter I.....	\$70		

NOTE: Overtime will be billed at 1.50 times.

B. Other Direct Costs

Subconsultants.....	Cost plus 10% handling fee
Outside Materials, Supplies, Reprographics, etc.	Cost plus 5% handling fee
Travel and Subsistence	Cost
Mileage (standard vehicle)	\$0.50 per mile
Survey vehicle mileage.....	\$0.50 per mile
GPS equipment.....	\$100 per day per receiver
In-house color copies.....	\$1.50 per copy
In-house plotting costs.....	\$3.00 per plot

**CITY OF SULTAN
SMALL WORKS AND CONSULTANT
ROSTERS RESOLUTION**

Resolution No. 09-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SULTAN, WASHINGTON, ON THE SUBJECTS OF ESTABLISHING A SMALL WORKS ROSTER PROCESS TO AWARD PUBLIC WORKS CONTRACTS AND A CONSULTING SERVICES ROSTER FOR ARCHITECTURAL, ENGINEERING AND OTHER PROFESSIONAL SERVICES.

WHEREAS, RCW 39.04.155 and other laws regarding contracting for public works by municipalities, allow certain contracts to be awarded by a small works roster process; and

WHEREAS, effective July 26, 2009, HB 1196 raised the maximum amounts allowed for use of a small works roster process from \$200,00 to \$300,000. In addition the dollar amount requiring notification of all contractors on the roster was changed from between \$100,000 and \$200,000 to between \$150,000 and \$200,000, and;

WHEREAS, in order to be able to implement small works roster processes, the city is required by law to adopt a resolution establishing specific procedures;

WHEREAS, RCW 39.80.030 requires that an agency publish in advance that agency's requirement for professional services and that one of the ways to accomplish that notification is to announce generally to the public its projected requirements for any category or type of professional services and request qualification statements to be kept on file with the agency,.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SULTAN, HEREBY RESOLVES AS FOLLOWS:

Section 1. Resolution No.07-28 is hereby repealed.

Section 2. MRSC Rosters. The city has contracted with the Municipal Research and Services Center of Washington (MRSC) to adopt for the city use those state wide electronic databases for small works roster and consulting services developed and maintained by MRSC and authorizes city Staff to sign that contract. In addition, paper and/or electronic rosters may be kept on file by appropriate city departments.

Section 3. Small Works Rosters

The following small works roster procedures are established for use by the city pursuant to RCW 39.04.155:

1. **Cost.** The city need not comply with formal sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair, or improvement of real property where the estimated cost does not exceed Three Hundred Thousand Dollars (\$300,000), which includes the costs of labor,

material, equipment and sales and/or use taxes as applicable. Instead, the city may use the small works roster procedures for public works projects as set forth herein. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process.

2. **Publication.** At least once a year, on behalf of the city, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Responsible contractors shall be added to appropriate MRSC roster or rosters at any time that they submit a written request and necessary records. The city may require master contracts to be signed that become effective when a specific award is made using a small works roster.
3. **Telephone or Written Quotations.** The city shall obtain telephone, written or electronic quotations for public works contracts from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to a contractor who meets the mandatory bidder responsibility criteria in RCW 39.04.350(1) and may establish supplementary bidder criteria under RCW 39.04.350 (2)

a) A contract awarded from a small works roster need not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.

b) Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. "Equitably distribute" means that the city may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.

If the estimated cost of the work is from one hundred fifty thousand dollars (\$150,000) to three hundred thousand dollars (\$300,000, the city may choose to solicit bids from less than all the appropriate contractors on the appropriate small works roster but must notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The city has the sole option of determining whether this notice to the remaining contractors is made by:

- (i) publishing notice in a legal newspaper in general circulation in the area where the work is to be done;

- (ii) mailing a notice to these contractors; or
- (iii) sending a notice to these contractors by facsimile or email.

c) At the time bids are solicited, the city representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project;

d) A written record shall be made by the city representative of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.

4. **Limited Public Works Process.** If a work, construction, alteration, repair, or improvement project is estimated to cost less than thirty-five thousand dollars(\$35,000), the city may award such a contract using the limited public works process provided under RCW 39.04.155 (3). For a limited public works project, the city will solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010 After an award is made, the quotations shall be open to public inspection and available by electronic request.

For limited public works projects, the city may waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, materialmen, suppliers, and taxes imposed under Title 82 RCW that may be due from the contractor for the limited public works project. However, the city shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

The city shall maintain a list of the contractors contacted and the contracts awarded during the previous 24 months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.

- 5 **Determining Lowest Responsible Bidder.** The Council shall award the contract for the public works project to the lowest responsible bidder provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the [governing body] may call for new bids. A responsible bidder shall be a registered and/or licensed contractor who meets the mandatory bidder responsibility criteria established by Chapter 133, Laws of 2007 (SHB 2010) and who meets any supplementary bidder responsibility criteria established by the city.

6. **Award.** All of the telephone bids or quotations shall be collected and presented at the same time to the Council for consideration, determination of the lowest responsible bidder, and award of the contract.

Section 4. Consulting Services Rosters

1. **Consulting Services.** Consulting services are professional services that have a primarily intellectual output or product and include architectural and engineering services as defined in RCW 39.80.020.
2. **Publication.** At least once a year, on behalf of the city, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the consulting services roster or rosters and solicit statements of qualifications from firms providing consulting services. Such advertisements will include information on how to find the address and telephone number of a representative of the city who can provide further details as to the city's projected needs for consulting services. Firms or persons providing consulting services shall be added to appropriate MRSC roster or rosters at any time that they submit a written request and necessary records. The city may require master contracts to be signed that become effective when a specific award is made using a consulting services roster.
3. **Professional Architectural and Engineering Services** The MRSC Rosters will distinguish between professional architectural and engineering services as defined in RCW 39.80.020 and other consulting services and will announce generally to the public the city's projected requirements for any category or type of professional or other consulting services. The city reserves the right to publish an announcement on each occasion when professional services or other consulting services are required by the agency and to use paper and/or other electronic rosters that may be kept on file by appropriate city departments.

PASSED this 23rd day of July, 2009.



Carolyn Esfick, Mayor

ATTEST:



Laura J. Koenig, City Clerk

2010 Capital Budget

Project Number	Motorized	2009 CIP Expenditures				2008 CIP Expenditures					
		Year Complete	Sultan	Grants	Total Project Cost	In-House Engineering/Design	Consultant/Engineering/Design	Construction	Property Buy	CIP Expenses	
	2nd Street Reconstruction - Reconstruct 750' of 2nd St. and reconstruct sidewalks on both sides with ADA ramps and driveway ramps between Birch St. and Dale Street. Includes \$3,000 for PUD power and \$16,000 for in-house project management. Grant application in 2009. Award in 2010.	2011	\$0	\$250,000	\$250,000	\$15,000	\$12,000	\$223,000	\$0	\$250,000	
	East Main Street Reconstruction from US 271th Street. Project includes replacing the gravel road, a falling culvert and fish barrier at Wegley Creek and installing a stormwater system. Preliminary design in 2010.	2013	\$5,000	\$0	\$5,000	\$5,000	\$0	\$0	\$0	\$5,000	
T-40	Sultan Basin Rd Phase III - Extend SBR from US 2 to Cascaes View Drive to realign intersection. Project includes property acquisition, design and construction in 2010.	2014	\$0	\$1,392,500	\$1,392,500	\$0	\$130,000	\$700,000	\$562,500	\$1,392,500	
	Adler Street Reconstruction. Reconstruct Adler from 8th Street to 4th Street. Preliminary design, mapping and TIB grant application in 2010.	2014	\$5,000	\$0	\$5,000	\$5,000	\$0	\$0	\$0	\$5,000	
	Pavement Chip Seal. Chip seal 8th Street from Adler to High. Contract for services with Snohomish County.	N/A	\$20,000	\$0	\$20,000	\$0	\$0	\$20,000	\$0	\$20,000	
	Non-Motorized										
	CRBG light guard - Community Development Block Grant to complete residential light guard crossing at elementary and middle schools.	2010	\$0	\$39,000	\$39,000	\$1,000	\$0	\$38,000	\$0	\$39,000	
	Parks										
	State Park Phase II - Install entry way, bench and drinking fountain.	2010	\$15,000	\$0	\$15,000	\$1,000	\$0	\$14,000	\$0	\$15,000	
	Repetitive Flood Loss - purchase repetitive flood loss properties. Demolish existing buildings and make available for passive and active recreation.	2010	\$30,000	\$150,000	\$180,000	\$5,000	\$0	\$25,000	\$150,000	\$180,000	
	Water										
	2nd Street water line replacement - Install 8" ductile iron pipe, valves, fittings and connection on 2nd Street between Birch Street to Dale Street.	2010	\$85,000	\$0	\$85,000	\$10,000	\$0	\$85,000	\$0	\$85,000	
	8th Street water lines replacement - Install 610' of 8" ductile iron pipe, valves, fittings and connections on 8th Street north of Adler Ave.	2010	\$110,000	\$0	\$110,000	\$10,000	\$0	\$100,000	\$0	\$110,000	
	Conversion of water plant from chlorine gas to liquid.	2010	\$45,000	\$0	\$45,000	\$0	\$0	\$45,000	\$0	\$45,000	
	Eastside Reservoir - Engineering study. Combined with Water System Plan Update	2014	\$75,000	\$0	\$75,000	\$5,000	\$70,000	\$0	\$0	\$75,000	
	Sanitary										
	Waste water treatment plant centrifuge installation. Final payment	2010	\$0	\$75,000	\$75,000	\$0	\$0	\$75,000	\$0	\$75,000	
	Inflow and Infiltration Study - remove data recorders, evaluate information and prepare report. In-house project.	2010	\$50,000	\$0	\$50,000	\$50,000	\$0	\$0	\$0	\$50,000	
	Stormwater										
M-2	Check replacement on Winters Creek. Corner of Wysteria and 310th (Gair Rd)	2010	\$80,000	\$0	\$80,000	10000	5000	35000	0	\$50,000	
	LD-87 Mitigation. Implement on-site mitigation plan by removing invasive species, installing native shrub and tree species in buffers, and improve water quality fundus.	2010	\$30,000	\$0	\$30,000	\$0	\$0	\$30,000	\$0	\$30,000	
	Facilities										
	Repairs and safety improvements to city facilities.	2010	\$50,000	\$0	\$50,000	5000	\$0	\$45,000	0	\$50,000	
	TOTAL		\$890,000	\$1,908,500	\$2,498,500	\$122,000	\$217,000	\$1,435,000	\$712,500	\$2,498,500	

May 13, 2010

Name
Company Name
Company Address

RE: On Call Consultant for the City of Sultan
Statement of Qualifications

Dear Mr. _____:

The City of Sultan is currently seeking the services of an on-call consultant with a strong civil engineering staff to assist our city with a great opportunity to be on the leading edge of Sultan's future.

Currently, Sultan is a full service community providing water treatment and distribution; street repair and maintenance; sewer collection and treatment; garbage collection service and multi recreation opportunities in our community parks.

The on call consultant chosen will need to be a multi-discipline firm to help our community be successful in completing projects, repairing and or replacing infrastructure and be the lead for future projects and expansion in our community. You will be working on public works projects in the parks, streets, water distribution and sewer collection.

The City of Sultan is seeking a consultant to be a team member with Sultan staff to:

- Efficiently provide engineering support in capital improvement projects (Attachment A) on the City's 6 year CIP.
- Guidance to the city in strategically planning and construction of Sultan's infrastructure for the future.
- Identifying sources of public money to finance planned capital facilities.
- Identification of major issues and opportunities facing Sultan's aging infrastructure.

This RFQ does not obligate the City to pay any cost incurred by respondents in the preparation and submission of a response. Furthermore, the RFQ does not obligate the City to accept or contract for any expressed or implied services. The City of Sultan reserves the right to reject any and all submittals. The City of Sultan is committed to a

ATTACHMENT D

program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability.

SELECTION CRITERIA

- a. Experience with water, sewer, stormwater, street infrastructure
- b. Experience with public process and in developing public consensus
- c. Knowledge of design and construction standards, practices and overall objectives of municipal infrastructure.

Please submit a letter of interest and Statement of Qualifications, to include:

- 5 pages or less, double sided,
- One page letter of interest that includes:
 - a synopsis of the prime firm and sub-consultants.
- Team qualifications.
- The project manager and primary contact information.
- Project descriptions of recent projects of similar projects managed for other municipalities by your firm.

Please submit by May 20, 2010 12 noon.

Responses to this RFQ are to be addressed to Connie Dunn, Director of Public Works, PO Box 1199, 319 Main St #200, Sultan WA 98294. For questions or more information, please email at connie.dunn@ci.sultan.wa.us or call 360.793.2231.

Sincerely,

Connie M. Dunn
Public Works Director

Cc: Deborah Knight, City Administrator
Carolyn Eslick, Mayor

ATTACHMENT D

RECEIVED
MAY 20 2010

May 20, 2010

Connie Dunn
Director of Public Works
City of Sultan
319 Main Street, #200
Sultan, WA 98294

BY:.....

RE: Qualifications for the 2010 On-Call Consultant Services for the City of Sultan

Dear Ms. Dunn and Selection Committee Members:

Nestled between the waters of the Sultan and Skykomish rivers and the rugged, snow-capped peaks of the Cascade Mountains, Sultan is the small town with big city needs that is the gateway to spectacular forests and mountain wildlife sanctuaries and boundless opportunities for outdoor activities. WHPacific, Inc. has been assisting the City for years, even being a proud sponsor of the City's 100 year celebration.

We have worked with the City on many projects, and we are proud to support you in this important mission. As a result of our continued involvement, we have come to know your staff and your systems as well as our own. In fact, projects are more enjoyable because of it; there is no learning curve or interim period of adjustment. Because we know how you want things done, we hit the ground running on day one to partner with you in pulling projects towards the finish line.

For this contract, we are committing professional staff that has brought City projects to successful completion in the past: Sam Richard and Terry Paananen as Project Manager and Project Principal/Quality Assurance Lead, respectively. These gentlemen, as former WSDOT Local Programs Managers, have been working for the City for over 24 years. We are also committing Mark Van Wormer and Marc Servizi as Lead Project Engineers, both of whom have intimate knowledge and experience in the projects either completed or being completed for the City. This leadership core sets the standard for excellence in all we undertake for the City, through a personal commitment from start to finish.

To augment the capabilities of our firm we have partnered with the following subconsultants:

Landau Associates, Inc. – Environmental and Geotechnical Services
HWA GeoSciences, Inc. – Construction Testing Services and Geotechnical Services

We are eager to work on your upcoming projects, and continue our long-term commitment as your consulting partner. We appreciate your consideration of this submittal and ask you to select WHPacific as your consultant of choice for On-Call Consultant Services.

Sincerely,
WHPacific, Inc.


Sam Richard
Project Manager
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Terry Paananen, PE
Project Principal
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Firm Profile

WHPacific, Inc. is a full service, multi-disciplinary firm headquartered in Anchorage, Alaska. With 450 employees in multiple offices across the western United States including WA, OR, ID, AK, AZ, CO, NM, and CA, and annual revenues in excess of \$90M, it is the largest Native American owned A/E firm in the United States. Many of the firm's locations have been doing business for over 40 years, serving clients in six primary lines of business: Architecture, Building Engineering, Land Development, Surveying, Transportation, and Water Resources.

WHPacific has a long history of successful projects for local agencies, both as a prime consultant and as part of a multi-disciplinary team. From start to finish, our staff works collaboratively with clients in an integrated environment to lead, manage, design and deliver civil and survey components of a project. WHPacific is familiar with most of the agencies that assist municipalities with project funding. We have designed and constructed utilities improvement projects for clients using multiple sources of grant and loan funding on the same project.

Our staff is comprised of professional engineers and land surveyors, registered architects and landscape architects, certified planners, CAD specialists and a strong support network of technical staff and administrators. This depth and breadth of resources, coupled with the latest in information technology, allows us to network with each other and share work in order to respond quickly to our clients' varied needs. At the same time, we are committed to personalized service by listening to our clients and being involved at the community level. Our Project Manager, Sam Richard, has the authority to allocate staff and resources as needed to meet the project's goals and objectives.

Landau Associates

Landau Associates (LAI) is a 90-person Pacific Northwest consulting firm, established in 1982. They specialize in geotechnical engineering, natural resources services, and environmental engineering and science. Their main office is located in Edmonds, Washington, with additional locations in Spokane, Tri-Cities, Seattle, and Tacoma, Washington and Portland, Oregon. LAI's geotechnical engineering services are typically performed to support site development or redevelopment, transportation, and infrastructure improvements. Their natural resources and environmental permitting services are provided in support of site and infrastructure development; permitting for waterfront and in-water repairs; stream and habitat restoration; and regulatory compliance with shoreline, fisheries, resource, and habitat issues.

HWA GeoSciences Inc.

Located in Bothell, Washington, HWA GeoSciences Inc. provides a full range of geotechnical and geoscience solutions to public agencies and engineering / architecture firms, for design and construction of buildings, parks, solid waste, transportation, waterfront, water, wastewater, and storm water facilities. Since 1978, HWA's engineers, geologists, environmental scientists, construction inspectors, and laboratory technicians have been helping to create a better, safer, more sustainable built environment in the Pacific Northwest and abroad. In addition to their engineering and science services, they operate a state-of-the-art materials testing laboratory, accredited by the American Association of State Highway and Transportation Officials (AASHTO) R18.

Project Experience

WHPacific has extensive experience providing on-call services for Civil Engineering, Surveying, Inspection and Construction Management, Traffic Engineering, Stormwater Analysis and Design, Roadway Design and Channelization, Structural Analysis, Drainage System Design, and Preparation of Contract Plans and Specifications. We are accustomed to mobilizing quickly to meet the needs under this type of arrangement. It is through our many years of successful history of delivering on-call/flexible services, that we have attained the needed expertise and experience, and perfected our project management system to make coordinating and surveying multiple projects simultaneously easier than you might think.

WHPacific has a high degree of successful experience in design and construction administration and inspection of public works projects. Our staff have provided engineering services for a wide variety of projects including urban arterial roadways and highways, transit facilities, bridges and retaining wall structures, walkways and trails, signals and traffic control systems, storm drainage facilities, and utility systems. We are familiar with TIB and TEA 21 transportation construction funding requirements, as well as the Local Agency Guidelines, WSDOT Construction Manual, Standard Specifications and AASTHO Manual.

Snohomish County On-Call 2009-2010

Reference: Bruce DuVall, Project Manager, David Lee, Project Manager, or Sam Filetti, Project Manager
Phone Number: (425) 388-3488

Following on successful performance under the 2006-2008 on-call contract, WHPacific is also under contract with Snohomish County for the 2009-2010 term. Services include civil engineering, surveying, and construction management in support of transportation planning and design projects to communities large and small within the County. WHPacific has a long-term relationship with the County, having supported a full range of transportation projects – from roadway and highways, to bridges, airports, and multi-modal transit – under similar on-call contracts as well as single award projects for several years. Below is a list of on-call projects that have been completed or are currently entrusted to our care.

228th Street SE and 45th Avenue SE Roadway Improvements. Project plans include reconstructing and improving these two roadways to accommodate both vehicular and non-motorized traffic.

49th Avenue SE/57th Avenue SE Sidewalk Improvements. This project includes pavement widening, construction of curb, gutter, and sidewalk, installation of a storm drainage conveyance system, and construction of retaining walls. The project will incorporate Low Impact Development techniques, including pervious sidewalk pavements.

52nd Avenue West Storm Drainage Design. WHPacific is providing storm drainage improvements to 52nd Avenue West. The design will include underground detention and water quality vaults, conveyance, and water quality.

198th St SE New Alignment. WHPacific is preparing roundabout design concepts, storm drainage report, preliminary designs, and roadway improvement plans.



49th Ave SE/57th Ave SE

2007 County Overlay Program. WHPacific provided on-site inspection for placement of asphalt concrete products at various locations throughout Snohomish County.

112th Street SW/SE, SR 99 to 3rd Avenue SE. WHPacific provided on-site construction inspection services for 1-mile widening from two lanes to five lanes, including a center-turn lane, bicycle lanes, curbs, gutters, sidewalks, and enclosed drainage.

132nd St SE Extension, Seattle Hill Road to SR 9. WHPacific provided on-site inspection of retaining walls, surface and sub surface drainage, calculating quantities, preparing payment vouchers and construction inspection reports.

City of Woodinville 2008 On-Call Services, Woodinville, WA

Reference: Tom Hansen, Public Works Director
Phone Number: (425) 489-2700

WHPacific was hired by the City of Woodinville to provide on-call engineering services. Below is a list of on-call projects that have been completed or are currently entrusted to our care.

131st Street NE Reinforced Wall Repair, Woodinville, WA. WHPacific provided engineering services for preliminary, final design and preparation of complete PS&E documents for repair of an existing retaining wall on the eastern side of 131st

Street NE north of NE 177th Street. The improvements will include repair of the existing retaining wall, grading and paving in front of the existing retaining wall.

NE 171st Street Slope Stabilization, Woodinville, WA. WHPacific provided engineering services for preliminary and final design and preparation of complete PS&E documents for a new wall on NE 171st Street adjacent to Woodin Creek. The improvements included a soldier pile retaining wall, guardrail and slope grading.

City Hall Annex Parking Lot Design Concept. WHPacific provided design concepts to the City for the City Hall Annex parking lot to maximize premium parking opportunities.

City of Woodinville 2008 Overlay Program. WHPacific provided engineering design and inspection services for the 2008 Street Resurfacing Program. The streets for this program included NE 147th Pl., NE 146th Pl., NE 149th Pl., 125th Pl. NE, 127th Pl. Ave NE, 128th Ave NE, 129th Ave NE, NE 160th St., NE 160th Pl, 124th Ct NE, NE 162 St.

US 2/Sultan Basin Road Improvements Project Phase III, Sultan, WA

Reference: Connie Dunn, Public Works Director

Phone Number: (360) 753-1114

WHPacific is providing engineering design services for the improvements to the south leg to the Sultan Basin Road intersection with US 2. Planned improvements include extending Sultan Basin Road southerly to its intersection with Cascade View Drive to provide a 12-foot wide travel lane in each direction, a 12-foot wide left turn lane and a 5-foot bicycle lane and 6-foot wide sidewalk on both sides of the roadway. The new roadway will connect to a new intersection with Cascade View Drive. Modifications to the existing US 2 and Sultan Basin Road include improvements along US 2 to provide a new right turn lane, restriping for southbound left turn lane, and traffic signal modifications. Modifications to the existing storm drainage system, new water quality treatment and detention pond facilities will also be added. A new 12-inch waterline will also be installed along Sultan Basin Road from the US 2 intersection to Cascade View Drive.



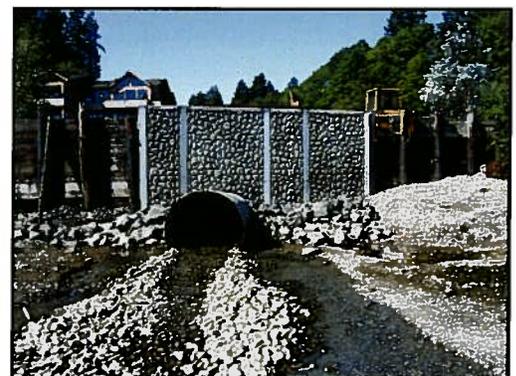
Paving of Sultan Basin Road

West Bay Drive Fish Passage Culvert, Olympia, WA

Reference: Sheri Zimny, Project Manager

Phone Number: (360) 709-2734

WHPacific provided permitting assistance, civil and structural design, construction drawings, special provisions, engineer's construction cost estimate, construction staking, and limited construction administration support for this fish-passage project. The existing 36-inch culvert was replaced with a 72-inch culvert that conveys Schneider Creek under West Bay Drive at the creek's confluence with the West Bay of Budd Inlet. WHPacific also designed a pre-cast concrete panel retaining wall to replace the existing bulkhead and accommodate the new culvert alignment. The project was phased to allow an upstream section of the culvert to be installed simultaneously with development of an adjacent mixed-use development; the downstream section required local (shoreline), state (HPA, 404d certification), and federal (USACE, USFW, NMFS) permitting and a long term lease agreement with DNR, which postponed its construction.



Culvert During Construction

Main Street Intersection Improvements, Bothell, WA

Reference: Steve Miller, (formerly with City of Bothell, now with Snohomish County)

Phone Number: (425) 388-3488

Faced with increasing traffic congestion and pedestrian safety concerns, the City of Bothell brought WHPacific aboard to evaluate various proposed alternatives for improvements to the Main Street corridor through downtown, from west of 102nd Ave NE to east of Kaysner Way, including portions of 102nd, 103rd, 104th, Kaysner Way and Beardslee Blvd. The team performed a traffic analysis, looked at alternatives to determine feasibility and effectiveness, and provided a variety of surveying services including research for 35 affected parcels, right-of-way calculations, topographic mapping, and utility investigation and location using sub-surface locating equipment. In addition to the traffic analysis and evaluation report, the City received a final base map, exhibits and legal descriptions at project conclusion.

Big Springs Sewer Extension, Nederland, CO

Reference: James Stevens, Town Administrator

Phone Number: (303) 258-3266 ext. 30

WHPacific designed the extension of the sanitary sewer pipeline along Big Springs Drive in the Town of Nederland. The extension consists of approximately 1,500 linear feet of sewer line to the intersection of Big Springs and Alpine Drive. As part of the design, the Town requested WHPacific to include the design of a sanitary sewer pipeline with service connections along Barker Road. The project extended the existing sanitary sewer pipeline from the existing manhole north of Ponderosa Drive to the location along Big Springs Drive where property lots 36 and 37 share their property line.

Steamboat Springs WWTP, SCADA Upgrades, Steamboat Springs, CO

Reference: Gilbert Anderson, Plant Superintendent

Phone Number: (970) 879-7700

WHPacific designed a SCADA system to incorporate the existing plant and the new expansion module but funding limitations out this portion of the project on hold. In 2006, the SCADA project was updated, put out to bid and constructed. SCADA functions included monitoring conditions of most operating parameters and controlling key processes with On/Off and rate adjustment capabilities. Controlling RAS & WAS pumping rates, capabilities to control DO concentrations within the aeration basins constituted the primary plant operational controls.



Plant Expansion

Water Improvements from SE 272nd Street from SE Wax Road to Jenkins Creek, Covington Water District, Covington, WA

Reference: Jade Sulllivan, Senior Project Manager

Phone Number: (253) 867-0918

WHPacific was hired to design a cost effective solution to construct the water improvements required by the Covington Water District. The District intends to complete water distribution system improvements within the proposed new roadway to standards commensurate with commercial service areas, which will deliver water from the north to the south of SR516 at the Wax Road intersection; deliver a third point of supply to the Multicare Medical Complex on the SR516 intersection to the Jenkins Creek bridge along the south lane of SR516 with the general boundaries of the City of Covington's SE 272nd Street from Wax Road to Jenkins Creek Bridge Improvements projects.

Alderwood Water & Wastewater District, Work Zone Traffic Control, Snohomish County, WA

Reference: David MacDonald, PE, Project Manager

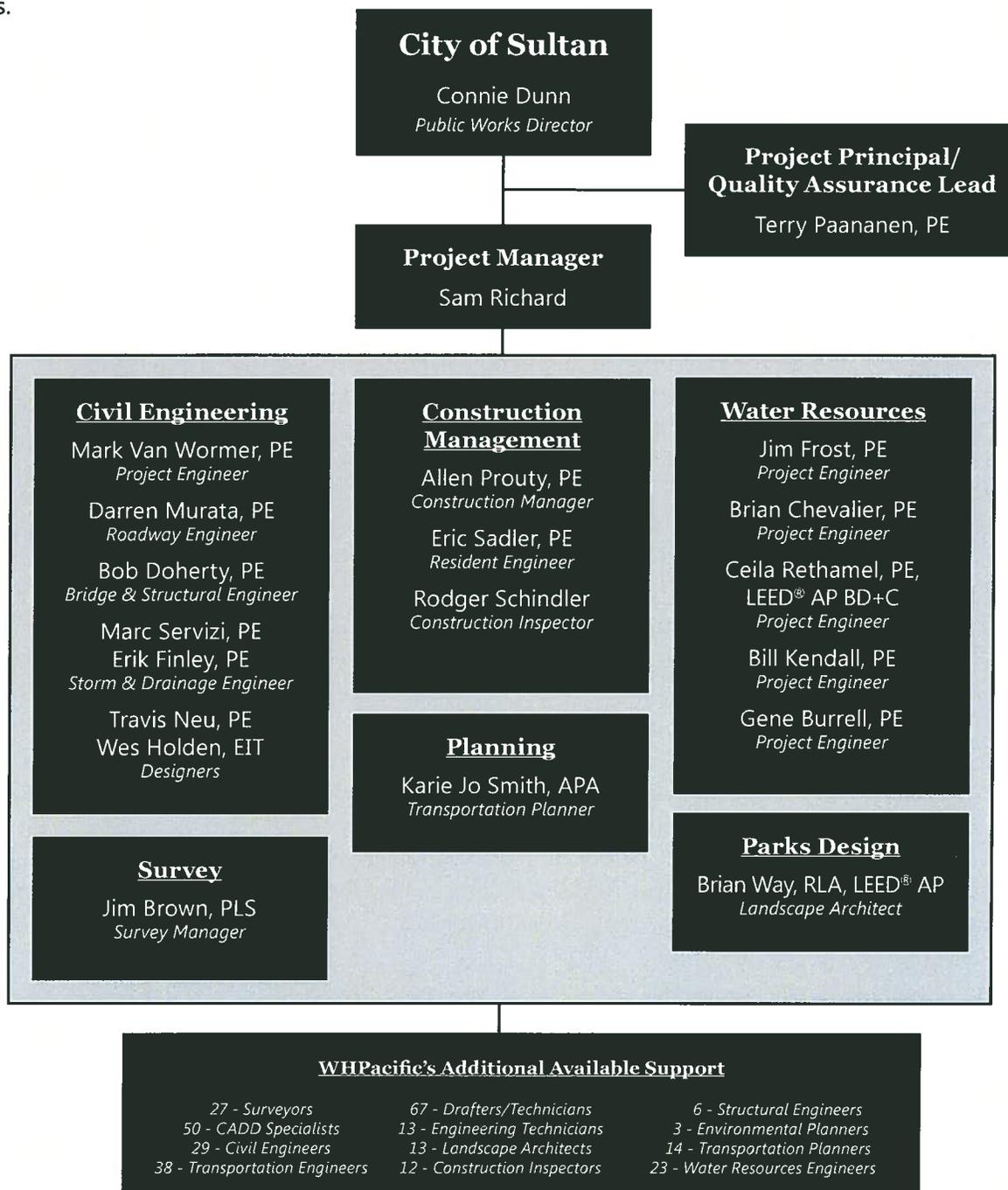
Phone Number: (425) 743-4605

WHPacific is currently managing the development of Work Zone Traffic Control (WZTC) for the Alderwood Water & Wastewater District's project to improve its systems along SR-99 in south Snohomish County. This requires coordination with WSDOT, Snohomish County and the city of Everett, Community Transit and the Boeing Commercial Airplane Company. Preliminary

WZTC plans have been developed in close coordination and communication with WSDOT staff to ensure their requirements are met and that we can secure necessary WSDOT approvals. SR-99, being a principal arterial carries high volumes of traffic at high speeds and maintaining the safety of the travelling public, contractor and inspection personnel is the top priority. Beginning from this common base, we have been able to secure WSDOT's cooperation and approvals to date.

Team Experience

Your success is important to us. The best way we know how to support your established budget and schedule objectives is to commit a team with proven experience providing effective leadership, great communication, and accurate tracking on projects of a similar nature. The Team Organization Chart below depicts the structure and responsibilities of our proposed team. WHPacific has the depth and breadth of resources to provide the personnel needed for this contract. The personnel listed on the team organization chart are support by additional highly qualified personnel in 18 offices across the Western United States.



References

To demonstrate WHPacific’s excellent past performance, the following table summarizes our budget and schedule control, and construction contracting and bidding experience on civil/roadway improvement projects completed in the last five years. Our team’s ability to perform work in a timely and cost-effective manner is directly related to our ability to develop accurate construction plans, specifications, and estimates. This is accomplished through efficient management, thorough and ongoing communication with the client and project team, and proven control of budgets, schedules and quality. We have a reputation in the consulting field for responsive service, a quality product, and professional integrity. Our reputation is verifiable through our references, and is demonstrated through the numerous referrals of our firm and high-volume of work from repeat clients. We invite you to contact the references listed below to verify our performance.

Project	Client Bid Date	Design Fee		Design Schedule Months		Cost Estimate	Low Bid	Actual Cost	Reference
		Neg.	Actual	Neg	Actual				
Greenwood Ave N	Seattle 2008	\$865,900	\$865,900	24	24	\$4,115,000	\$3,255,000	N/A	Michael Ward 206-684-8493
S. Lake Washington Road Improvements	Renton 2006	\$2,807,968	\$2,805,768	29	29	\$17,205,084	\$19,443,286	\$20,274,000	Rob Lochmiller 425-430-7303
US 2/N. Kelsey	Monroe 2007	\$203,782	\$203,782	12	12	\$1,140,809	\$1,314,447	\$1,383,544	Tom Gathmann 425-921-5722
East Lake Sammamish Parkway	Redmond 2008	\$296,400	\$295,800	24	24	\$2,081,000	\$1,499,294	N/A	Steven Gibbs 425-556-2729
2006 Overlays	Tukwila 2006	\$59,794	\$59,794	2	2	\$635,740	\$723,105	\$761,235	Bob Giberson 206-431-2451
Boeing Access Road	Tukwila 2006	\$39,862	\$39,862	2	2	\$466,110	\$499,359	N/A	Bob Giberson 206-431-2457
Sultan Basin Road	Sultan 2006	\$138,280	\$138,280	9	9	\$1,388,473	\$1,026,807	\$1,208,412	Connie Dunn 360-793-1262
2005 Overlay	Tukwila 2005	\$38,385	\$33,500	2	1.5	\$2,677,00	\$3,241,000	\$2,928,657	Bob Giberson 206-431-2451
US 2/5th Street	Sultan 2005	\$174,263	\$159,263	10	10	\$539,186	\$528,737	\$488,181	Connie Dunn 360-793-1262
Forest Drive SE	Bellevue 2004	\$238,100	\$212,060	13	11	\$2,056,076	\$1,987,488	\$2,097,872	Nancy LaCombe 425-452-4382
2004 Overlay	Bellevue 2004	\$348,427	\$283,948	12	11	\$2,897,000	\$2,934,000	\$2,856,033	Bob Goenen 425-452-4239
74th Ave S Willis St	Kent 2003	\$70,390	\$70,390	36	36	\$225, 031	\$205,635	\$212,847	Steve Mullen 253-856-5585
148th Ave NE/NE 40th St	Redmond 2003	\$232,925	\$232,925	26	26	\$1,106,983	\$970,197	\$1,024,637	Dennis Apland 425-556-2867
220th Street SW	Mountlake Terrace 2003	\$371,198	\$346,000	10	9	\$1,500,000	\$1,473,116	\$1,402,700	Will Van Ry 425-744-6271
Ash Way Roundabout	Snohomish County 2007	\$156,774	\$156,774	12	12	\$1,320,000	\$1,367,844	NA	David Lee 425-388-3488
North Bend Way/ Cedar Falls Way	North Bend 2005	\$156,619	\$156,540	19	19	\$1,057,000	\$1,095,929	\$1,074,922	Tom Mohr 425-888-0486
SR 903/Bullfrog Road	Kittitas County 2004	\$98,890	\$98,301	8	8	\$989,000	\$940,000	N/A	Rick Holmstrom 509-577-1633
Granite Falls Alt. Rt.	Snohomish County 2009	\$1,126,948	\$1,126,946	42	42	\$23,974,968	\$15,432,854	NA	Sam Filetti 425.388.6698
Best McLean Roundabout	Skagit County 2008	\$205,758	\$203,581	18	18	\$1,113,118	\$867,559	N/A	Forrest Jones 360.336.9400

