

**CITY OF PORT ORCHARD PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. 051-12**

THIS Agreement is made effective as of the 25th day of July, 2012, by and between

CITY OF PORT ORCHARD, WASHINGTON ("CITY")

216 Prospect Street

Port Orchard, Washington 98366

Contact: Mayor Tim Matthes Phone: 360.876.4407 Fax: 360.895.9029

and

PACE Engineers, Inc. ("CONSULTANT")

11255 Kirkland Way, #300

Kirkland, WA 98033

Contact: Joe Simmler

Phone: (425) 827-2014

Fax: (425) 827-5043

Tax Id No.: 91-1553757

for professional services in connection with the following Project:

The City of Port Orchard, Public Works Department seeks to develop a Comprehensive Stormwater Management Program to comply with state and federal requirements, as outlined in the State's National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater Permit (Permit) for 2013-2018. The City intends to use this proposed study to plan and update the City's Storm Program to meet the required program responsibilities and associated deadlines over the five year term of the Permit.

The objective of this project is to evaluate the City's existing Storm Program and create a decision/compliance matrix to identify and address Storm needs and costs. Funding options will be identified and evaluated, and the use of existing and future Storm resources will be optimized. The project approach described in this scope of work is designed to assist City staff in the delivery of an effective Storm Plan within the proposed project budget in approximately twelve (12) months.

TERMS AND CONDITIONS

1. Services by Consultant

- A. Consultant shall perform the services described in the Scope of Work attached to this Agreement as Exhibit "A." The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.
- B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

2. Schedule of Work

- A. Consultant shall perform the services described in the scope of work in accordance with the Schedule attached to this contract as Exhibit "A." If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.
 - B. Consultant is authorized to proceed with services upon receipt of a written Notice to Proceed.
3. **Terms.** This Agreement shall commence on August 1, 2012 ("Commencement Date") and shall terminate July 31, 2013 unless extended or terminated in writing as provided herein.
4. **Compensation**
TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed \$45,000.00 without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "B."
5. **Payment**
- A. Consultant shall maintain time and expense records and provide them to the City monthly, along with monthly invoices in a format acceptable to the City for work performed to the date of the invoice.
 - B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice.
 - C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.
 - D. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.
6. **Discrimination and Compliance with Laws**
- A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
 - B. Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
 - C. Consultant shall obtain a City of Port Orchard business license prior to receipt of written Notice to Proceed.
 - D. Violation of this Paragraph 5 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

7. Suspension and Termination of Agreement

- A. This Agreement may be terminated by the City at any time upon the default of the Consultant or upon public convenience, in which event all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.
- B. The City may suspend this Agreement, at its sole discretion, upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

8. Standard of Care

Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

9. Ownership of Work Product

All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 6 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City. City agrees that if it uses products prepared by Consultant for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold Consultant harmless therefore.

10. Indemnification/Hold Harmless

Consultant 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 resulting from the acts, errors or omissions of the Consultant, its agents, employees, or sub consultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. This indemnification and hold harmless shall apply regardless of whether the claim is brought pursuant to the Worker's Compensation Act, RCW Title 51, or otherwise, and the Consultant waives any immunity whatsoever with respect to such indemnification.

11. Insurance

The Consultant 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 Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance

Consultant 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 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant 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.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant'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

Consultant 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 Consultant before commencement of the work.

12. Assigning or Subcontracting

Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld in the sole discretion of the City.

13. Independent Contractor

Consultant is and shall be at all times during the term of this Agreement an independent contractor.

14. Notice

Any notices required to be given by the City to Consultant or by Consultant to the City shall be in writing and delivered to the parties at the following addresses:

Timothy Matthes
Mayor
216 Prospect Street
Port Orchard, WA 98366

Phone: (360) 876-4407
Fax: (360) 895-9029

Marty Penhallegon, P.E.
President
11255 Kirkland Way, #300
Kirkland, WA 98033

Phone: (425) 827-2014
Fax: (425) 827-5043

15. Disputes

Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Kitsap County Superior Court.

16. Attorneys Fees

In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys fees from the other party.


17. Extent of Agreement/Modification

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

CITY OF PORT ORCHARD,
WASHINGTON

CONSULTANT

By: 
Timothy C. Matthes
Mayor

By: 
Name: Martin L. Penhallegon, P.E.

Date: 07-25-2012

Title: President

Date: 01/2/12

Attest:
By: 
Brandy Rinearson, CMC
City Clerk

“EXHIBIT “A””

City of Port Orchard
Storm Drainage Program Gap Analysis
PACE Proposal No. P12-299
July 18, 2012

Background

The City of Port Orchard has selected PACE Engineers, Inc., (Consultant) to assist the City in conducting a Storm Drainage Program Gap Analysis (Gap Analysis) and developing an updated Stormwater Management Plan (SWM), according to the City's Request for Proposal (RFP) and the following Scope of Work.

The City has an established Comprehensive Stormwater Management Plan (CSWMP) and wishes to conduct this (Gap Analysis) to determine what new SWM-related activities and resources are needed over the next several years to ensure that its existing CSWMP is in compliance with the requirements of the Department of Ecology's proposed 2013-2018 National Pollution Discharge Elimination System (NPDES) Municipal Stormwater Phase II Western Washington General Municipal Stormwater Permit (Permit).

This comprehensive review of the City's existing stormwater management (SWM) program needs to be completed in order to establish priorities and costs in the form of a Permit compliance schedule and prioritized implementation plan. The implementation plan will assist the City in achieving compliance with the NPDES Permit, as well as addressing local drainage and flooding problems and position the City for future funding opportunities. A primary objective is to identify and secure an adequate level of annual funding for successful implementation over the next five years (2013-2018).

Approach and Methodology

This project will be conducted in phases as identified by the tasks presented in the following scope of work. The Consultant will begin the Gap Analysis to update the City's SWM Program by collecting and evaluating available information, conducting a site visit of existing drainage basins, and documenting and evaluating the City's existing SWM Program. After the initial project kickoff meeting, transfer of data, and site visit in Task 1, Task 2 will document the City's existing SWM Program, Task 3 will describe NPDES Permit requirements in a matrix format and conduct the regulatory gap analysis, and Task 4 will use the results of the Gap Analysis to identify SWM needs and costs, conduct a financial/rate analysis, and present recommendations in the form of an updated SWM Plan to address the City's SWM needs over the next five years (2013-2018); Task 5 is Project Administration. City staff will play an active role in this study and will be integrated into the Project Team.

*Note: "existing" refers to all SWM Program-related items in place at time of notice to proceed.

Summary of Scope of Work and Costs

This project will be conducted according to the following five tasks, with each task described in the detailed Scope of Work presented below.

Task 1—Project Initiation, Data Collection, and Site Visit.....	\$ 5,500
<i>(PACE = \$5,000; SDS MCS*=\$500)</i>	
Task 2—City's Existing SWM Program	9,000
<i>(PACE = \$8,500; SDS MCS=\$500)</i>	
Task 3—Regulatory Requirements and Gap Analysis.....	17,500
<i>(PACE = \$14,500; SDS MCS=\$3,000)</i>	
Task 4—Financial/Rate Analysis and Final Report	10,500
<i>(PACE = \$9,500; SDS MCS=\$1,000)</i>	
Task 5—Project Administration	2,500
<i>(PACE = \$2,500)</i>	
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Total Project Cost	\$ 45,000

(PACE Labor: \$36,750; Expenses: \$2,750 – Subconsultant: SDS Municipal Consulting: \$5,500)

**SDS Municipal Consulting Services, LLC.*

Expenses

Subconsultants and expenses will be billed on a cost plus ten percent basis. This includes reimbursement for items such as mileage for site visits and meetings, photographs, reproduction/copies, presentation materials, color graphics/boards, and other miscellaneous charges.

Project Schedule

A Project Schedule of approximately twelve months has been proposed, with the bulk of the technical work being completed within the first six to eight months of the project. The project is anticipated to start in August 2012 and be completed by approximately the end of August 2013. In order to meet this timeline, the following project schedule is proposed.

The proposed Preliminary Project Schedule is shown below.

Project Schedule (Tasks) Preliminary Schedule (Months)

Task 1: Project Initiation, Data Collection, and Site Visit.....	1-2
Task 2: City's Existing SWM Program.....	2-4
Task 3: Regulatory Requirements and Gap Analysis.....	4-8
Task 4: Financial/Rate Analysis and Final Report	9-11
Task 5: Project Administration.....	1-12

The proposed Project Schedule will be influenced by the City's internal and external review and decision-making processes regarding staff and resource allocation and the setting of internal SWM and financial/rate priorities, along with the City's public/City Council review process. This Preliminary Project Schedule is therefore subject to change as the project progresses.

Scope of Work

Task I – Project Initiation, Data Collection, and Site Visit

Task 1.1 – Project Initiation and Data Collection

Objective: Initiate project by meeting with City staff, identification and collection of data for existing SWM Program documentation, and regulatory gap analysis.

Activities:

Project Kickoff Meeting and Data Transmittal: Conduct project kickoff meeting with key City staff to clarify project planning process and begin receiving data and maps from the City to identify and document the City's existing SWM program, including current City priorities, and City-specific drainage-related issues. (Note that the Consultant will provide an Initial Data Request List and SWM NPDES Program Questionnaire and transmit it to the City prior to the kickoff meeting.)

Site Visit: Conduct a site visit/tour of planning areas with City staff; observe existing facilities and drainage basin conditions, confirm existing CIPs proposed by the City in the SWM Plan, and record observed problem areas on drainage basemaps provided by the City.

Decision-making Process: It is also requested at the Project Kickoff Meeting that the City identify the type of internal review and decision-making process it will use throughout the project to make key policy, program, and funding decisions during the SWM planning process.

Project Schedule: Specific due dates for key products will be identified by City staff to facilitate the City's internal and external budget and rate decision-making, and public review/approval processes.

SWM Plan NPDES Questionnaire and City Staff Interviews: The Consultant will provide the City with an initial SWM Plan NPDES Questionnaire to begin the process of identifying and documenting the City's SWM Plan according to each of the NPDES regulatory requirements. Once the questionnaire has been completed and returned, the Consultant will follow up with a series of brief (30 minute) interviews with key City SWM staff to review the questionnaire, fill in any blanks, gather additional in-depth information, and clarify level of effort and funding for key capital projects and points of regulatory compliance.

(Note that the City's annual reports to Ecology will be used as an initial technique to gather basic information about the City's SWM Program.)

Form and Content of Final Report: In an effort to optimize the use of existing resources and to be consistent with the City's RFP, it is suggested that results of this study be presented in the form of a series of technical memoranda with the last memorandum being the final report; the final report technical memorandum will be presented in the style of an executive summary format. The three preceding technical memoranda will be attached as appendices. A rough outline of the final report will be discussed at the project kickoff meeting.

Council/Public Review and Outreach Process: At the initial kickoff meeting, City staff will discuss and give the Consultant direction on the type and level of effort needed for a successful Council/Public Review and Outreach Process. City and Consultant roles and expectations of performance will be identified. (The identified public outreach and City Council involvement processes are discussed and will be implemented in Task 5.)

Role of City Staff:

- To assist by collecting and transmitting to the Consultant readily available existing SWM Program, regulatory compliance, and financial information.
- To provide all needed facility inventory, watershed, and CIP GIS mapping for the study, including: Drainage SWM/facilities base map of the City's drainage infrastructure and stormwater features (in electronic GIS format, transmitted via email).

Deliverables/Meetings:

- Agenda for Project Kickoff Meeting (in electronic format, transmitted via email)
- Attendance at Project Kickoff Meeting (two (2) Consultants will attend)
- Initial SWM Data Request (in electronic format, transmitted via email)
- Bullet summary of minutes of Kickoff Meeting (in electronic format, transmitted via email)
- SWM Program NPDES Questionnaire (in electronic format, transmitted via email)

- Three (3) 30-minute follow-up phone calls with key City SWM staff
- Outline of Council/Public Review Process (based on direction from City staff; in electronic format, transmitted via email)
- Initial outline of final report (based on direction from City staff; in electronic format, transmitted via email)

Assumptions:

- Key City SWM staff will be available to support the Consultant in the collection of existing data and participate in the questionnaire/interview process to document the City's existing SWM Program.

Task 1.2 – Data Review and Site Visit

Objective: To develop an initial understanding of the City's drainage basins and stormwater infrastructure through the review of available information and participation with City staff by conducting a site visit of the City's SWM-related issues.

Activities:

Data Review: Past studies, reports, City GIS storm system mapping, and other relevant information, as collected and furnished by the City, will be reviewed. Information will include existing SWM CIP, utility, and parcel information from the City; drainage and flooding complaints; and other drainage-related information.

Site Visit: A limited windshield field (i.e., site visit) assessment with City staff (maintenance supervisor) will be performed to gain an initial understanding of the features and conditions within the City's drainage basins.

Role of City Staff:

- City staff, and especially the City's SWM maintenance supervisor, will be available to guide the Consultant during the site visit.

Deliverables/Meetings:

- Site visit (2 Consultant staff for 1 day)
- Field notes from site visit (submitted to City in electronic format via email)

Assumptions:

- The City will obtain and provide any necessary rights-of-entry permission for private properties prior to performing site visit.

Task 2 – City’s Existing SWM Program (RFP Task 2)

Task 2.1—Collect and Review City’s SWM Program Information

Objective: Review, assess, and update the City’s existing SWM Program in order to achieve regulatory compliance.

Activities:

SWM Data Request: Prepare and transmit to the City an initial list of SWM information that will be needed for the study. (This SWM data request will be provided to the City shortly after the Project Kickoff Meeting.)

Review Results of SWM/NPDES Questionnaire: Review the results of the SWM Questionnaire and interviews to assess status of compliance with the NPDES Permit. This SWM/NPDES Questionnaire will be provided to the City in advance or at the Project Kickoff Meeting.

Review and Evaluate Available SWM Information: Review, assess, and organize existing readily available information from the City in a tabular matrix format to conduct the SWM Program and regulatory compliance gap analysis; identify and coordinate with the City regarding any identified data gaps.

Identification of City’s Regulatory Requirements and Stormwater-Related Obligations: The City’s various regulatory compliance requirements and other stormwater obligations will be reviewed, analyzed, and documented in a spreadsheet matrix. This regulatory compliance review will include the following regulations and obligations: NPDES II Permit (2013-2018). This task develops the matrix to both document the City’s existing SWM Program in Task 2, as well as create the format that will be used to conduct the regulatory gap analysis in Task 3 below. (Note that the City may wish to also include the UIC Rule, Puget Sound Water Quality Management Plan, WRIA, and local TMDLs to make the SWM needs list complete.)

Documentation of City’s Existing SWM Program: Using the information supplied by the City in the SWM NPDES Questionnaire and the follow-up interviews with City staff, the City’s existing SWM Program will be documented in a spreadsheet matrix formulated according to each of the City’s regulatory requirements and SWM related obligations.

Role of City Staff:

- Provide requested information and be available for brief interviews to discuss SWM Program and document expenditure of resources by regulatory compliance element.

Deliverables/Meetings:

- Spreadsheet Matrix Listing of City’s SWM Regulatory Requirements and Obligations (in electronic format, transmitted via email)

- Matrix Documentation of City's existing SWM Program (in electronic format, transmitted via email)
- Draft and final Technical Memorandum #1 (in electronic format transmitted via email). The Consultant shall submit three (3) copies of the draft technical memoranda and the draft and final report, one (1) copy of the final report in electronic file compatible with Microsoft Office 2007 for editing, and one (1) copy of the Final Report for archiving in PDF format. GIS projects and data files shall be compatible with ArcView 9.0 and 9.1.).

Assumptions:

- City will coordinate the internal review and comment process, consolidating comments into one document and resolving any conflicting comments prior to transmittal to the Consultant.
- Review comments will be conveyed via email and conference call.

Task 3 – Regulatory Requirements and Gap Analysis (RFP Tasks 3 and 4)

Task 3.1 – Review City's Existing SWM Program and Conduct Regulatory Gap Analysis

Objective: Review and evaluate the City's Existing SWM Program and identify additional SWM activities, costs, equipment, and staffing needed to meet regulatory compliance requirements.

Activities:

Review SWM Program Documents: Review the City's current approach and level of funding to achieve compliance with the NPDES Permit (2007-2012); make suggestions for realizing cost savings and recommend any additional activities, staffing, equipment, and funding that may be needed to meet the due dates in the proposed Permit (2013-2018).

Identify Future SWM Needs: Compare the City's existing annualized SWM Program (developed in Task 2) with the new proposed Permit requirements from Ecology for the 2013-2018 Permit cycle; identify the SWM programmatic activities that the City needs to undertake over the next five (5) years to address the proposed 2013-2018 Permit by conducting the following:

- *Evaluation of City's Existing SWM Program:* The City's existing SWM Program will be evaluated using the spreadsheet matrix (developed in Task 2) that compares the City's Regulatory Requirements and other SWM-related obligations with the activities of the City's existing SWM Program. Consistencies will be noted and credited to the City's existing SWM Plan. Inconsistencies (i.e., regulatory compliance needs) will be documented as gaps that need to be addressed by the City in order to achieve regulatory compliance. Gaps will be defined in terms of additional labor, expenses, and funding needed to achieve compliance, and will be included in the draft Updated SWM Plan.

- *City's SWM Design Standards:* Evaluation of the City's existing SWM Program will include a review of the City's SWM design standards (in place at time of this project). Updates will be suggested to comply with the Permit and to be consistent with the new Permit.
- *SWM Implementation Plan:* An annualized Five-Year SWM Implementation Plan will be developed. The implementation plan will be included in a Gap Analysis spreadsheet matrix and presented to the City.
- *Updated SWM Plan:* Evaluation of the City's existing SWM Program will result in the development of a recommended Updated SWM Plan for the City that addresses the various SWM regulatory requirements/obligations, as well as describing an adequate level of staffing and funding.

Present Findings and Discuss with City Staff: Review the matrix, review the results of the regulatory gap analysis with the City; especially note those SWM activities that may be needed for regulatory compliance. Review the activities list with City staff to identify those which should be included in the programmatic implementation plan and estimate a corresponding level of effort and allocation of resources.

Develop Outline of Scope and Budget for the Updated SWM Plan: As requested by the City, develop an outline, including annualized budget and schedule for the next five years, to implement the City's new Updated SWM Plan and achieve compliance with the 2013-2018 Permit.

Role of City Staff:

- The City's project manager will conduct an internal review of the SWM Program Spreadsheet Analysis and Regulatory Gap Analysis, consolidating all City comments into one document for presentation to the Consultant in order to make final edits. Any internal conflicts, including staffing, policy, and funding decisions, will be resolved in advance by the City's project manager.
- The City will guide the decisions related to the use and/or adoption of the proposed Ecology Stormwater Manual.

Deliverables/Meetings:

- Task activities will be documented in Technical Memorandum #2 summarizing the results and recommendations of the review of the City's existing SWM Program (in electronic format, transmitted via email). The Consultant shall submit three (3) copies of the draft technical memoranda and the draft and final report; one (1) copy of the final report in electronic file format compatible with Microsoft Office 2007 for editing, and one (1) copy of the Final Report for archiving in PDF format. GIS projects and data files shall be compatible with ArcView 9.0 and 9.11.
- Meeting (one conference call) with City staff to review SWM Program Spreadsheet Analysis and Regulatory Gap Analysis

- Outline of actions needed for the Updated SWM Plan, including CIP provided by the City, in the form of a Regulatory Gap Analysis Matrix, including an initial draft of the Implementation Plan with Annual Costs (in electronic format, transmitted via email).

Assumptions:

- Key SWM documents and mapping/inventory information will be readily available from the City in an electronic format and will be of adequate detail to support the development of the updated SWM Plan.
- The City's existing regulatory compliance plan, previously developed by the City for the 2007-2012/2007-2013 Permit, will be of sufficient detail in terms of activities, labor hours, costs, and timing for the City to demonstrate compliance with the 2007-2013 NPDES II Permit and address the new requirements and due dates proposed in the 2013-2018 Permit.
- City maintenance staff will be available to discuss the current and proposed maintenance program.
- The SWM Program Spreadsheet Analysis and Regulatory Gap Analysis will be reviewed and approved by City staff, and will act as the primary technical document for the creation of the final report.
- Ordinances and legal authorities needed to implement the NPDES Permit will be listed and included for implementation within the proposed SWM Needs and Implementation Plan.

Task 4 – Financial/Rate Analysis and Final Report (RFP Task 5)

Task 4.1 – Financial/Rate Analysis

Objective: Conduct a Financial Analysis of the City's existing and proposed SWM Plan; review funding options and suggest utility rate increases as needed to fund the City's updated SWM Program, as described in the updated SWM Plan; document results and recommendations in a final report.

Activities:

Conduct Financial Analysis: Based on the recommended updated SWM Plan, a financial analysis will be conducted that identifies annualized future costs and evaluates existing and future funding sources, including the option of raising existing SWM utility fees. Results and recommendations will be documented in a chapter of the updated SWM Plan (final report).

Review the Funding Requirements of the City's updated SWM Plan; Compare with the City's Existing Annual SWM Program Funding: The funding for the City's existing annual SWM Plan will be compared with the annual budget needs identified in the City's updated SWM Plan. Funding discrepancies will be noted. Implementation Plan management discussions

with the City will determine the City's compliance strategy, CIP objectives, and corresponding policies regarding SWM services, levels of staffing, and funding. This information will be consolidated in this task and key policy decisions, including level of regulatory compliance, CIP schedule, and desired levels of staffing and funding, will be confirmed by the City. *Recommended program element tasks and costs for an optimized Storm Drainage Program will be proposed and compared with those required for Permit compliance.*

Review and Evaluate Potential Funding Mechanisms: Based on type and amount of financial need, the Consultant will list, evaluate, and recommend potential funding mechanisms to generate adequate revenues to fund and implement the City's updated SWM Plan. Recommended funding mechanisms will be based on discussions with the City and will include consideration of the City's local financial preferences, policies, and desired SWM service and levels of staffing. *The projected needs shall be based on the City's 2012 Storm Drainage Budget and will include a review of the utility financial records, recommend funding mechanisms, and comparison of the projected rates to four other similarly sized and economically comparable jurisdictions.*

Recommend Funding Sources to Implement the City's updated SWM Plan: With guidance and input from the City, a Financial Plan to support the City's updated SWM Plan will be prepared and presented to the City for review. Costs will be identified by regulatory requirement for each of the next five years. Costs for CIPs will also be identified for subsequent years as presented to the Consultant by City staff.

Review Results and Findings with City: The Financial Plan required to support the recommended City updated SWM Plan will be developed and presented to City staff. A meeting will be held with City staff to review the proposed Financial Plan, prior to inclusion into the draft final report.

Role of City Staff:

- City staff will provide financial information of the City's existing SWM Program, including costs, staffing, equipment, CIP and regulatory compliance activities in a format and level of detail that can be readily used by the Consultant; the desired format for this financial information will be provided by the Consultant and will be documented in the matrix analysis format.
- Internal review and approval of desired SWM services and levels of annual funding will be conducted by City staff, including preferred sources of funding and any needed rate increases in coordination with City's Treasurer.

Deliverables/Meetings:

- Documentation of task activities in Technical Memorandum #3, summarizing the results and recommendations of the Financial Analysis (in electronic format, transmitted via

email). The Consultant shall submit three (3) copies of the draft technical memoranda and the draft and final report, one (1) copy of the final report in electronic file compatible with Microsoft Office 2007 for editing, and one (1) copy of the Final Report for archiving in PDF format. GIS projects and data files shall be compatible with ArcView 9.0 and 9.11.

- One (1) meeting (conference call) to review financial results and recommendations.

Assumptions:

- City's Treasurer and attorney will assist in the review of the recommended financial plan and funding options for presentation to the City Council.

Task 4.2 – Draft and Final Updated SWM Plans

Objective: Prepare the draft and final updated SWM Plans incorporating analyses completed within Tasks 1-4 and comments received from the City, public and City Council.

Activities:

Outline of Updated SWM Plan: Develop the final outline for the draft updated SWM Plan and transmit to City staff for review and comment; receive and incorporate edits and finalize outline. (Note that an initial draft of this outline will be developed at the kickoff meeting in Task 1.)

Draft Updated SWM Plan: Write the draft updated SWM Plan and transmit to City staff for review and comment. (It is suggested that this final report be written in an executive summary type of format with the three other technical memoranda attached as appendices; combining one or more of the above tech memos would also optimize the use of limited project resources.)

Review Draft Updated SWM Plan with City Staff: Conduct one (1) meeting with City staff to receive and review consolidated City comments prior to initiating the public/Council review processes.

Review Final Updated SWM Plan with Public and City Council: Receive public review comments, incorporate edits, and create and transmit the final report of the City's updated SWM Plan to the City.

Finalize Updated SWM Plan and Transmit to the City: Conduct one (1) meeting (conference call) with City staff to receive and review final consolidated City comments; incorporate into final updated SWM Plan and transmit to the City.

Role of City Staff:

- Provide maps, figures and GIS based graphics for the final updated SWM Plan.
- The City's project manager will conduct the internal review of the draft and final updated Plan reports, consolidating all City, public and City Council comments into one document for presentation to the Consultant in order to make final edits. Any internal conflicts, including staffing, policy and funding decisions, will be resolved in advance by the City's project manager.
- City staff may elect to develop a SEPA document for this study for inclusion into the City's annual process to update the GMA Plan.

Deliverables/Meetings:

- Draft updated SWM Plan, with five-year SWM Implementation Plan (three hard copies, and one electronic copy). The Consultant shall submit three (3) copies of the draft technical memoranda and the draft and final report, one (1) copy of the final report in electronic file compatible with Microsoft Office 2007 for editing, and one (1) copy of the Final Report for archiving in PDF format. GIS projects and data files shall be compatible with ArcView 9.0 and 9.1.).
- Two (2) City comment meetings: One (1) meeting with City staff to receive City comments on the draft and one (1) meeting for City comments on the final updated SWM Plan.

Assumptions:

- The updated SWM Plan and financial recommendations presented in Tasks 1 through 4 will be reviewed and approved by City staff in advance of writing the draft updated SWM Plan.
- The public review process is expected to occur concurrently with the development of the draft updated SWM Plan so that public comments can be incorporated into the final document.

Task 4.3 – Support City's Public and City Council Review Process

Objective: *Support City staff in the presentation of the updated SWM Plan to Public and City Council for review and approval.*

Activities:

Support to City Staff: Develop one (1) PowerPoint presentation of the draft and final SWM Needs and Implementation Plan for one City Council briefing and one public/City Council meeting/hearing. The PowerPoint presentation will consist of fifteen to twenty (15-20) slides, and up to two (2) display boards (with maps developed by City staff) to summarize the SWM Program planning activities and present the draft updated SWM Plan to the public and Council.

Attend One Public Meeting/Hearing: Attend one (1) open house-style public meeting to present the final updated SWM Plan to the public and City Council.

Role of City Staff:

- City staff will conduct outreach activities that may consist of one or more of the following: media releases, website creation and updates, an email project mailing list of interested parties, and/or a brochure/project newsletter.
- City staff will advertise the public open house and provide meeting sign-in sheets and comment forms, take minutes of the meetings, and conduct other required meeting logistical coordination, including copying and sending out the Lists of the Questions/Responses from the Public Meeting and the Public Meeting/Hearing.
- At the public meetings, City staff will also record names and addresses, and send out the meeting record to interested parties.
- The City's project manager will consolidate all public comments into one document for presentation to the Consultant in order to make final edits. Any internal conflicts, including staffing, policy, and funding decisions, will be resolved in advance by the City's project manager.
- City staff may wish to develop and send out a public survey to help identify drainage problem areas and determine level of support for SWM program initiatives.

Deliverables/Meetings:

- One (1) PowerPoint Presentation (consisting of about 15-20 slides) and up to two (2) display boards summarizing study results and recommendations (presentation in electronic format, transmitted via email).
- Attendance at one (1) City Council meeting to present the draft and final updated SWM Plan.
- Attendance at one (1) Public Meeting/Hearing to present the final updated SWM Plan.

Assumptions:

- A single PowerPoint presentation summarizing the findings and recommendations of the City's updated SWM Plan can be used at both the public and Council meeting presentations.
- Consultant's project manager will attend the City Council briefing and the public meeting/public hearing.

Task 5 – Project Administration (RFP Task 1)

Objective: *Initiate the project and provide ongoing project management and communication with City and project team, also prepare monthly billing invoices and status reports.*

Activities:

Communication: Provide regular communication in the form of bi-weekly telephone calls, for a period of time of up to twelve (12) months over the life of the project.

Invoicing/Monthly Reporting: Prepare and submit written monthly project and financial status reports and billing invoices up to twelve (12) months over the life of the project.

Direction of Team: Provide management and coordination of project team members to work toward project deadlines and deliverables, including subconsultants.

Role of City Staff:

- Participation in the ongoing direction and decision-making process needed to keep the project on schedule.

Deliverables/Meetings:

- Bi-weekly phone calls (~24) to the City's project manager during the twelve (12) month project schedule.
- Written project progress and financial status reports with each monthly invoice over the twelve (12) month project schedule.

Assumptions:

- Monthly invoice costs, project progress and financial status reports will be organized by task, consistent with this Scope of Work.
- During the SWM planning process, the City may wish for the Consultant to assume additional responsibilities; this task allows those needed activities to be added as/if needed to this scope of services.
- City will assist Consultant by using conference calls in place of face-to-face meetings with City staff whenever possible.

Accuracy of Data Provided by City

Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the City. Consultant shall provide prompt written notice to the City if Consultant becomes aware of any errors, omissions, or inconsistencies in such services or information.

Time-and-Materials Contract

This is a time-and-materials contract. Consistent with this type of contract, the levels of effort and detail provided in the deliverables have been tailored to the budget available for each task.



EXHIBIT B
2012 HOURLY RATE SCHEDULE

<u>DESCRIPTION</u>	<u>HOURLY RATE</u>
1. Office Tech I, Expediter I	\$ 48.00
2. Office Tech II, Expediter II	\$ 58.00
3. Jr. Instrument Person, Office Tech III, Intern	\$ 68.00
4. Instrument Person, GPS Assistant, Jr. CAD Drafter, Sr. Office Tech, Inspector	\$ 79.00
5. Jr. Engineer, Designer I, Jr. Planner, Party Chief, CAD Drafter I, GIS Tech, Inspector I, Project Administrator	\$ 89.00
6. Engineer I, Designer II, Planner I, Survey Tech I, CAD Drafter II, GIS Analyst I, Inspector II	\$ 100.00
7. Engineer II, Sr. Designer, Planner II, Sr. Party Chief, Survey Technician II, CAD Drafter III, GIS Analyst II, Inspector III	\$ 110.00
8. Sr. Engineer, Project Designer I, Sr. Planner, Project Surveyor, Sr. CAD Drafter, GIS Analyst III, Sr. Inspector	\$ 120.00
9. Project Engineer, Project Designer II, Project Planner, Sr. Project Surveyor, GIS IV, GIS/CAD Manager	\$ 130.00
10. Sr. Project Engineer, Structural Engineer, Sr. Project Designer, Sr. Project Planner, Survey Project Manager, Robotic/GPS & Operator	\$ 140.00
11. Project Manager, Principal Surveyor	\$ 150.00
12. Sr. Project Manager, Sr. Principal Surveyor, 3D Scanning & Operator	\$ 160.00
13. Principal Engineer, Principal Planner	\$ 170.00
14. Senior Principal	\$ 185.00

REIMBURSABLES

A. Sub-Consultants, Professional and Technical	Cost + 12%
B. Maps, reports, materials, permit fees, express delivery and messenger, pass-thru bills and similar items necessary for work in progress	Cost + 12%
C. Technology expenses associated with computers, software, electronic distance measuring devices, telephone, cell phone, photo copies, standard survey supplies and transportation and standard postage will be invoiced as a Technology Charge	2% of labor billing
D. Out-of-Town travel per diem and cost of commercial transportation	Cost + 10%
E. Transportation within 30 Mile Radius *	No Charge
Transportation beyond 30 Mile Radius – Automobile	\$ 0.60 per mile
* On job inspection mileage will be billed	\$ 0.60 per mile
F. Special Equipment/Software	
Special Software for Modeling/Analysis	\$ 10/hour
Large Format Blueprints and Reproduction – Bond	\$ 0.50/sq foot
Large Format Blueprints and Reproduction – Mylar	\$ 1.50/sq foot
Color Copies – In-house (8½ x 11)	\$ 0.25/page
G. Expert Witness	Rate x 1.5

- Notes: ¹ All payment is due within 30 days from date of invoice. A monthly service charge of 2% will be added on all accounts older than 30 days.
- ² The foregoing schedule of charges is incorporated into the agreement for the services provided effective January 1, 2012. After December 31, 2012, invoices will reflect the schedule of charges in effect at that time.