

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Amendment No. 7 to the Professional Services Agreement with Floyd and Snider, Inc. for consulting services on the Riverfront property

_____ Briefing
 _____ Proposed Action
 _____ Consent
 _____ Action
 _____ First Reading
 _____ Second Reading
 _____ Third Reading
 _____ Public Hearing
 _____ Budget Advisory

COUNCIL BILL # _____
 Originating Department Public Works
 Contact Person Mark Sadler
 Phone Number 425-257-8967
 FOR AGENDA OF January 18, 2017

Initialed by:
 Department Head _____
 CAA _____
 Council President JS

<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
	04/26/06 Original PSA, 03/16/07 Amend No. 1, 07/09/08 Budget Comm., 07/23/08 Amend No. 2, 06/30/10 Amend No. 3, 01/06/12 Amend No. 4, 01/03/13 Amend No. 5, 01/14/15 Amend No. 6	Amendment No. 7	Public Works

Amount Budgeted	\$205,000.00	
Expenditure Required	-0-	Account Number(s): 338 Riverfront
Budget Remaining	\$74,069.74	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The original Professional Services Agreement signed on April 24, 2006 with Floyd Snider, Inc. provides consulting services on permitting, regulatory compliance, and environmental issues for the City's Riverfront property. Continued services are needed to assist with completion of Ecology reporting requirements and to review site development for compliance with the Site's Consent Decree. Amendment No. 7 is to extend the contract to December 31, 2020, at no additional cost.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign Amendment No. 7 to the Professional Services Agreement with Floyd and Snider, Inc. for consulting services on the Riverfront development to extend the contract to December 31, 2020, at no additional cost.

AMENDMENT NO. 7
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF EVERETT AND FLOYD SNIDER, INC.

The City of Everett ("City") and Floyd Snider, Inc. (Floyd Snider) enter into this Amendment No. 7 as of December, 2016.

WHEREAS, Floyd Snider entered into the professional services agreement dated April 24, 2006 with the City, to perform professional on-call engineering, environmental, and other consulting services which has been amended by Amendment No. 1, Amendment No. 2, Amendment No.3, Amendment No. 4, Amendment No. 5, and Amendment 6 (as amended, the "Agreement:"); and

WHEREAS, Floyd Snider completed the work scope to-date and has coordinated the City's Riverfront's projects for compliance with the Department of Ecology, and the City requests further assistance from Floyd Snider to coordinate additional Riverfront projects; and

WHEREAS, the Agreement currently states that the Agreement shall be completed as of December 31, 2016; and

WHEREAS, the City and Floyd Snider agree to amend the Agreement to extend the time for completion from December 31, 2016 to December 31, 2020; and

NOW THEREFORE, the City and Floyd Snider agree to amend and modify the Agreement as follows:

- A. Paragraph 3 of the Agreement is amended to read as follows:
 - 3. Time of Beginning and Completion of Performance. This Agreement shall commence as of the date of execution of this Agreement and shall be completed by December 31, 2020.
- B. Regardless of the dates on which this Amendment No. 6 is signed by the parties, the parties agree that the Agreement did not expire on December 31, 2016. The parties agree that the Agreement has been continuously in effect since April 24, 2006.
- C. Paragraph 4 of the Agreement is amended to read as follows:
 - B. The Service Provider shall be paid such amounts and in such manner as described in the attached revised Exhibits B and C.
- D. All terms, conditions and provisions of the Agreement remain in full force and effect except as expressly modified by this Amendment.

**CITY OF EVERETT
WASHINGTON**

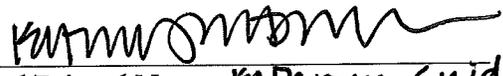
By: _____
Ray Stephanson, Mayor

Date

ATTEST:

Sharon Fuller, City Clerk
Date: _____

FLOYD SNIDER, INC
Two Union Square
601 Union Street, Suite 600
Seattle, Washington 98101-1616

By: 
Typed/Printed Name: Kathryn Snider
Position/Office: Principal

12/14/2016

Date

APPROVED AS TO FORM:

Jim Iles, City Attorney
Date: _____

Schedule of Charges

		2016 RATES
Professional Staff	Name	Standard Hourly Rate
Principal	Teri A. Floyd, PhD	\$250
	Kate Snider, PE, RLA	\$250
	Allison Geiselbrecht, PhD	\$250
Associate Principal 3	Thomas Colligan, LHG	\$200
Associate Principal 2		\$185
Associate Principal 1	Jessi Massingale, MS, PE	\$175
Senior Engineer/Scientist 3		\$180
Senior Engineer/Scientist 2	Stephen Bentsen, PE	\$165
	Erin Cosnowski, MS	\$165
	Megan King, PE	\$165
	Steve Reimers, PE	\$165
Senior Engineer/Scientist 1	Brett Beaulieu, MS, LHG	\$150
	Lynn Grochala	\$150
Project Engineer/Scientist 3		\$140
Project Engineer/Scientist 2	Gabe Cisneros, LG	\$130
	Gretchen Heavner, PhD, EIT	\$130
	Amanda McKay, MS	\$130
	Tucker Stevens, MS, PE	\$130
Project Engineer/Scientist 1	Emily Jones, PE	\$120
	Erin Murray	\$120
Engineer/Scientist 3	Kristin Anderson, LG	\$115
Engineer/Scientist 2	Corey Wilson, MS	\$110
Engineer/Scientist 1	Layni Wachter	\$100
	Pamela Wichgers	\$100
Constructibility Specialist	Ken Preston	\$155
Senior Environmental Planner	Tessa Gardner-Brown	\$135
Financial Analyst	Tiffany Volosin	\$155
GIS Analyst 2	Jason Taylor	\$120
GIS Analyst 1	Kim Rodgers	\$105
Data Manager	Michelle Black	\$105
Historian/Scientist	Lisa Meoli	\$120
Research Librarian	Talia Mathews	\$110
Field Technician	Bill Beaulieu	\$75
Senior Technical Editor	Kristen Legg	\$110
Project Assistant 3/Technical Editor	Andrea Swanson	\$90
Project Assistant 2	Terry Duncan	\$80
Project Assistant 1	Rae Carleson	\$70
	Amanda Sweet	\$70
Special Services		
All work by a testifying expert		100% Surcharge

Direct Charges:

We do not charge for the following items: routine faxes, routine photocopies, routine phone calls, routine office supplies, or routine computer time. They are included in our overhead rate.

We do charge for large mailings, express delivery service, courier services, report reproduction, library charges, outside services (such as graphics), special supplies, and travel (including parking and mileage). These charges will be invoiced at the price of the item plus a 10% markup to cover taxes, fees, and handling.

Field equipment fees are listed on a separate schedule, and any other equipment required for the project will be charged at cost plus a 10% markup.

Outside services are invoiced with a 10% markup to cover taxes, fees, and handling.

-Rates are subject to adjustment annually-

Equipment Rates

Equipment Item	2016 RATES	
	Per Day	Per Week
Daily Use or Disposable Items		
Field Sampling Supplies, Tools, Disposables	\$30.00	NA
Safety Equipment		
Level D Safety Equipment per Person (gloves, hearing protection, first aid)	\$10.00	\$40.00
Road Safety Barricades	\$5.00	\$20.00
Air Sampling Equipment		
Photoionization Detector (PID)	\$80.00	\$320.00
SKC Air Pump	\$20.00	\$80.00
Water Sampling Equipment		
Submersible Pump (12v)	\$40.00	\$160.00
Peristaltic Pump	\$65.00	\$260.00
Water Level Tape	\$25.00	\$100.00
Oil/Water Interface Probe	\$35.00	\$130.00
LaMotte Turbidity Meter	\$35.00	\$130.00
Hanna pH/Conductivity Probe	\$20.00	\$80.00
Horiba U-50 Multi-Parameter Water Quality Meter	\$100	\$375.00
Data Acquisition Equipment		
Field Laptop Computer	\$30.00	\$120.00
Pressure/Temp/Barometric Transducer/Dataloggers (per transducer)	\$65.00	\$250.00
Barometric/Vacuum Sensor	\$5.00	\$30.00
Tools		
Surveying Transit	\$20.00	\$50.00
Stormwater Pole Sampler	\$15.00	\$60.00
Trimble GPS	\$110.00	\$400.00
Field Vehicles Per Rental Period		
Van: Toyota Sienna (>100 miles, a fuel surcharge of \$25 will be billed in 100-mile increments)	Per Half Day \$70.00	Per Full Day \$130.00

Notes:

Field equipment needed for the project that is not included in this list will be purchased and billed at equipment cost plus 10 percent.

Several small items used in field efforts are considered part of our overhead costs and are not billed separately. The items on this list are not considered part of overhead costs.