

City of Lake Stevens Vision Statement



By 2030, we are a sustainable community around the lake with a vibrant economy, unsurpassed infrastructure and exceptional quality of life.

**CITY COUNCIL SPECIAL MEETING AGENDA
Lake Stevens School District Educational Service Center (Admin. Bldg.)
12309 22nd Street NE, Lake Stevens**

Tuesday, November 29, 2016 – 6:30 p.m.

- CALL TO ORDER:** 6:30 P.M. Mayor
- PLEDGE OF ALLEGIANCE** Council President
- ROLL CALL:**
- APPROVAL OF AGENDA:** Council President
- GUEST BUSINESS:**
- COUNCIL BUSINESS:** Council President
- MAYOR’S BUSINESS:**
- CONSENT AGENDA:**
 - *A Approve Resolution 2016-25 Authorizing Surplus of Grade Road Property Russ
 - *B Approve Supplement No. 2 to Professional Services Agreement with Perteet re Temporary City Hall Facilities Russ
- ACTION ITEMS:**
 - *A Authorize Mayor and City Staff to Begin Search to Fill Vacant Council Position Mary
- DISCUSSION ITEMS:**
- EXECUTIVE SESSION:**
- ADJOURN**

*** ITEMS ATTACHED ** ITEMS PREVIOUSLY DISTRIBUTED # ITEMS TO BE DISTRIBUTED**

**THE PUBLIC IS INVITED TO ATTEND
Special Needs**

The City of Lake Stevens strives to provide accessible opportunities for individuals with disabilities. Please contact Steve Edin, City of Lake Stevens ADA Coordinator, (425) 377-3227, at least five business days prior to any City meeting or event if any accommodations are needed. For TDD users, please use the state’s toll-free relay service, (800) 833-6384, and ask the operator to dial the City of Lake Stevens City Hall number.

NOTICE:
All proceedings of this meeting are audio recorded, except Executive Sessions



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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: November 29, 2016

Subject: Resolution No. 2016-25 Surplus Real Property

Contact	Russ Wright, Community Development	Budget	Revenue
Person/Department:	<u>Director</u>	Impact:	<u>from sales</u>

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Approve Resolution 2016-25 A resolution of the city of Lake Stevens, Washington approving the surplus of real property commonly known as the Grade Road Property and authorizing the mayor or designee to convey or sell real property pursuant to Chapter 2.98 LSMC.

SUMMARY/BACKGROUND:

The city of Lake Stevens purchased real property (Parcel Numbers 005622-000-002-02, 005622-000-003-00, 005622-000-004-00, 005622-000-012-03, 005622-000-012-04, 005622-000-013-00 and 005622-000-013-01) commonly known as the Grade Road Property, as a potential location for a city campus, which has been determined subsequently to not be a desirable location for this purpose.

Lake Stevens Municipal Code (LSMC) 2.98.010 authorizes the City Council to surplus real property when it is not needed for some present or future municipal use and if it can be sold for a reasonable return.

The City Administrator, Public Works Director and Community Development Director have determined these properties are not needed for present or future uses and should be returned to the tax rolls.

APPLICABLE CITY POLICIES: Chapter 2.98 LSMC

BUDGET IMPACT: Any revenue from the sale will be applied to the remaining debt left on this property

ATTACHMENTS:

- ▶ Exhibit A: Resolution 2016-25

RESOLUTION NO. 2016-25

**A RESOLUTION OF THE CITY OF LAKE STEVENS, WASHINGTON
AUTHORIZING THE CITY COUNCIL TO SURPLUS REAL PROPERTY ALONG
GRADE ROAD AND AUTHORIZING THE MAYOR OR DESIGNEE TO CONVEY
OR SELL REAL PROPERTY PURSUANT TO CHAPTER 2.98 OF THE LAKE
STEVENS MUNICIPAL CODE.**

WHEREAS, the city of Lake Stevens purchased real property (Parcel Numbers 005622-000-002-02, 005622-000-003-00, 005622-000-004-00, 005622-000-012-03, 005622-000-012-04 005622-000-013-00 and 005622-000-013-01) commonly known as the Grade Road Property, as a potential location for a city campus, which has subsequently been determined to not be a desirable location for this purpose ; and

WHEREAS, Lake Stevens Municipal Code (LSMC) 2.98.010 authorizes the City Council to surplus real property when it is not needed for some present or future municipal use and if it can be sold for a reasonable return; and

WHEREAS, LSMC 2.98.020 authorizes the Mayor to dispose of surplus property for a reasonable return or to benefit the public interest by sealed bid, auction, negotiated sale or special disposition; and

WHEREAS, the City Council has determined that the properties or portions of properties identified and depicted in Exhibit A, as the properties or portions of properties no longer needed for present or future municipal uses; and

WHEREAS, the City Council deems it to be in the public interest to sell or convey real property where the property is no longer useful to the City,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF LAKE STEVENS, WASHINGTON AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor or the Mayor’s designee to sell or dispose of the properties or portions of properties identified and depicted in Exhibit A according to the provisions of Chapter 2.98 LSMC including determining fair market value and appropriate process for disposition thereof.

PASSED by the City Council of the City of Lake Stevens, Washington this ____ day of _____, 2016.

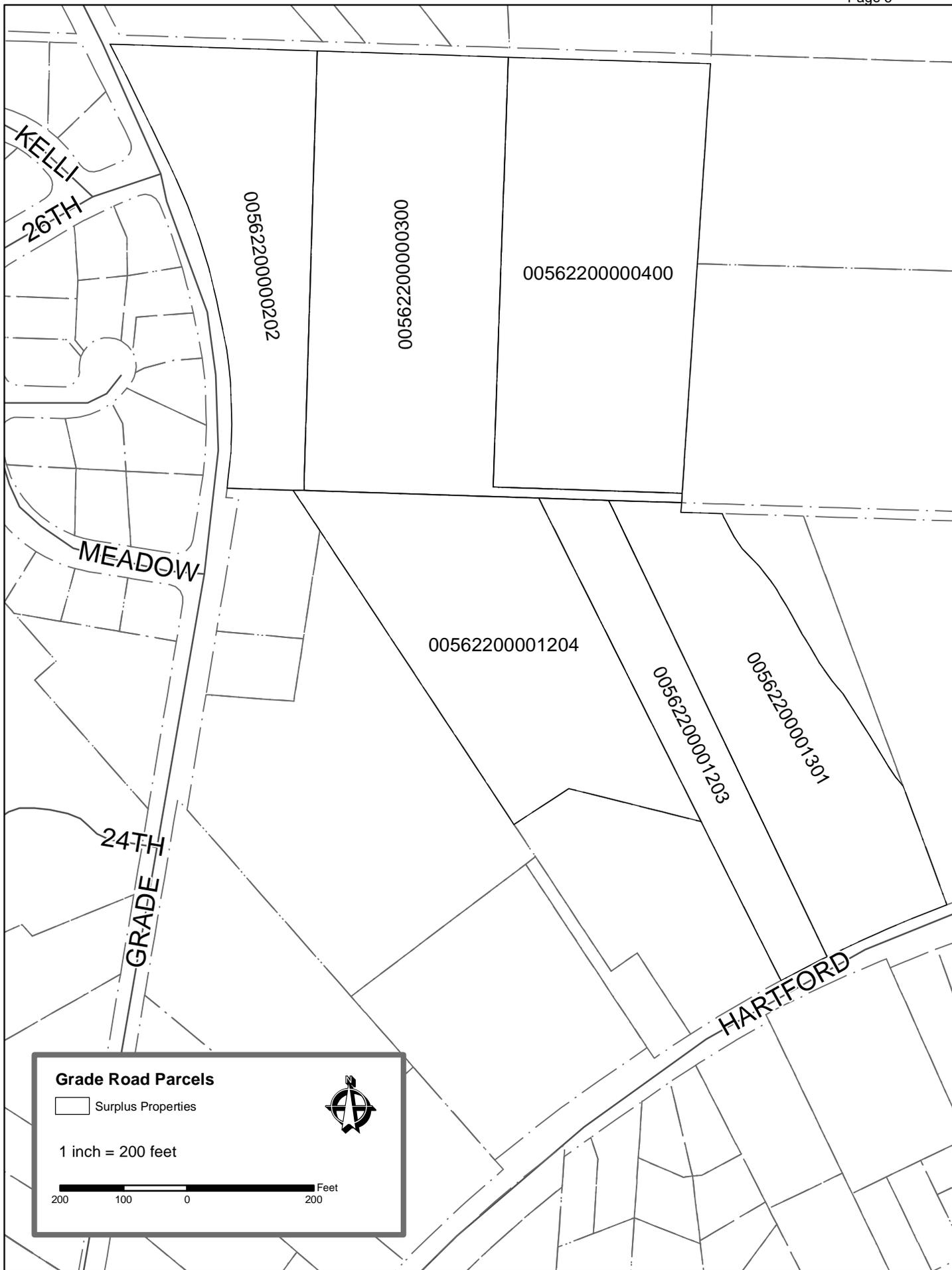
John Spencer, Mayor

ATTEST:

APPROVED AS TO FORM:

Kathy Pugh, Deputy City Clerk

Grant Weed, City Attorney





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LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda Date: 29 November 2016

Subject: Professional Services Agreement with Perteet for Temporary City Hall Facilities

Contact Person/Department:	Russ Wright, Planning & Community Development Mick Monken, Public Works	Budget Impact:	\$131,623.00
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RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL:

Authorize an amendment to the Professional Services Agreement (PSA) for On-Call Engineering Services with Perteet, Inc. and authorizing the Mayor to execute Supplemental Agreement No. 2 with Perteet, Inc. to perform planning and engineering services for temporary City Hall facilities in an amount of \$131,623.00 and authorize an \$8,377.00 administrative contingency.

SUMMARY/BACKGROUND:

On January 12, 2016 Council approved an On-Call Engineering Professional Services Agreement with Perteet, Inc. Paragraph IV.1 of the PSA provides that payments to consultant shall not exceed \$75,000 per calendar year. The term of the Professional Services Agreement is February 1, 2016 through December 31, 2017. It is likely that engineering services necessary for the siting of the temporary city hall facilities will exceed the \$75,000 limit per calendar year previously authorized by Council, and Staff is accordingly requesting that Council authorize an amendment to the Professional Services Agreement to provide for fees not to exceed \$100,000 per calendar year for the term of the contract. There is currently a remaining balance of \$55,359 of previously authorized funding for 2016.

Planning & Community Development, along with Public Works, have been working jointly to move forward with the construction of temporary City Hall facilities. Early tasks needed to advance the project include the preparation of a professional site plan, survey and stormwater plan. City staff recommends that we use the services of Perteet, Inc., one of the city’s on-call consultants, for this task. Perteet’s fee schedule for the submitted scope of services is \$131,623.00. Staff is requesting an additional \$8,377.00 be authorized by the Council as an administrative contingency. The city will receive deliverables in January 2017. Work related to the temporary City Hall is a budgeted item.

BUDGET IMPACT: \$140,000.00

ATTACHMENTS:

- Exhibit A: Supplemental Agreement No. 2
- Exhibit B1: Scope of Services
- Exhibit B2: Fee Schedule

EXHIBIT A

**SUPPLEMENTAL AGREEMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT FOR THE
TEMPORARY CITY HALL SITE PLANNING & ENGINEERING**

This Supplemental Agreement No. 2 is made and entered into on the ____ day of _____, 2016, between the City of Lake Stevens, hereinafter called the "City" and Pertect Inc., hereinafter called the "Consultant."

This agreement is made pursuant to and in compliance with the Master Professional Services Agreement for On-Call Surveying Services dated 17 February 2016 and RCW 39.80 entitled "Contracts for Architectural and Engineering Services" following a Request for Qualifications awarded on 12 January 2016.

WITNESSETH THAT:

WHEREAS, the parties hereto have previously entered into an Agreement for On-Call Engineering Services, hereinafter called the "Project," said Agreement being dated 17 February 2016; and

WHEREAS, both parties desire to supplement said Agreement, by expanding the Scope of Services to provide planning and engineering services to be used for local, state, and federal permitting as well as design for temporary city hall facilities and to amend the total amount payable for this Agreement,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein or attached and incorporated, and made a part hereof, the parties hereto agree as follows:

Each and every provision of the Original Agreement for Professional Services dated 17 February 2016, shall remain in full force and effect, except as modified in the following sections:

1. Article II of the Original Agreement, "SCOPE OF SERVICES", shall be supplemented to include the Scope of Services as described in **Exhibit B1**, attached hereto and by this reference made part of this Supplemental Agreement No. 2.

2. Article IV of the Original Agreement, "OBLIGATIONS OF THE CITY", Paragraph IV.1 Payments section (a) is hereby amended to read as follows:

a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$200,000.00 for the two years of the contract through December 31, 2017 ~~75,000.00 per calendar year~~ without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

Paragraph VI.1 Payments, Section (a) as amended above, provides that the Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$ 200,000.00 for the two years of the contract through December 31, 2017 ~~75,000.00 per calendar year~~ without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the

City elects to expand the scope of services from that set forth in Exhibit B1, the City shall pay Consultant a mutually agreed amount. The costs for this Supplemental Agreement No. 2 are not to exceed \$131,623.00 as set forth in **Exhibit B2** attached.

The Total Amount payable to the Consultant is summarized as follows:

Original Agreement Authorized Amount not to exceed per two year contract through December 31, 2017:	\$200,000.00
Supplemental Agreement No.1	\$19,641.00
Supplemental Agreement No.2	<u>\$131,623.00</u>
Grand Total	\$151,264.00

3. Article III, Section III.3 of the Original Agreement, Term is amended to add that the parties agree to extend the term of the agreement to terminate at midnight (no change).

IN WITNESS WHEREOF, the parties hereto have executed this SUPPLEMENTAL AGREEMENT NO. 2 as of the day and year first above written.

CITY OF LAKE STEVENS

PERTEET, INC.

By: _____
John Spencer, Mayor

By: _____

Printed Name/Title

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:

By: _____
Kathy Pugh, Deputy City Clerk

By: _____
Grant K. Weed, City Attorney

EXHIBIT B1

Scope of Services

Lake Stevens City Campus – Phase 1 (Site Plan)

November 22, 2016

City of Lake Stevens



2707 COLBY AVE, SUITE 900
EVERETT, WA 98201
800.615.9900 | 425.252.7700

INTRODUCTION

As part of a larger effort to rebuild City Hall, the City of Lake Stevens is currently developing a site plan for seven City-owned parcels located next to each other along the northeast edge of Lake Stevens. The site plan will include demolishing 4 of the 10 existing buildings, re-grading the park, and revising the parking layout to accommodate temporary (modular) buildings that will house City services for the next 3 to 5 years.

The purpose of this project is to assist the City with developing a site plan for the redevelopment of the City parcels. This effort will be phased. Phase 1 consists of a site plan for the two parcels required to accommodate the new temporary City Hall building and associated parking. Phase 2 and possibly Phase 3, consist of a full survey of the remaining City parcels, redeveloping the sites where the existing City hall sits and re-grading the park. This Scope of Services is for Phase 1 only.

The Consultant's services will include collecting select survey points necessary to complement the existing survey base map, a site plan for two of the seven parcels, the Ordinary High Water Mark for Stevens Creek and Lake Stevens, and preparation of a mitigation/landscape plan. The two parcels included in the site plan are 00553800002200 and 29060800403000 and will be considered "Site A" for the purposes of this scope. The site plan for the remaining five parcels will be done by others in Phase 2 and will be considered "Site B".

The following major tasks will be included in this scope of services and completed by the Consultant:

- Task 1 – Project Management
- Task 2 – Survey and Basemapping
- Task 3 – Concept Plan
- Task 4 – Storm Drainage
- Task 5 – Plans, Specifications, and Estimate (PS&E)
- Task 6 – Permitting Elements/Documents for City Use

Engineering services will be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. The Consultant will have no other obligations, duties or responsibilities associated with the project except as expressly provided in this Agreement.

DETAILED SCOPE OF SERVICES

Task 1 – Project Management

The Consultant's project manager will coordinate with the City on schedule and status of each project element and alignment with the City's goals. Overall project management and coordination work elements include:

- Prepare project schedule and updates.
- Conduct project staff coordination.
- Implementation of Quality Assurance & Control (QA/QC) Program – A QA/QC review will be performed on deliverables identified by the Consultant. The fee effort for the QA/QC program is included in each individual task.
- Prepare monthly progress reports/invoices.
- Coordination with City staff will include:

LAKE STEVENS CITY CAMPUS PHASE 1 (SITE PLAN)

Agreement with Perteet Inc.

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- Attendance at up to three (3) meetings at the City of Lake Stevens, attended by up to two (2) people from Perteet, for specific project management and schedule control purposes.
- Communication with the City's project manager weekly by telephone and/or e-mail, or more frequently, as required.

Assumptions:

- This contract duration shall be no longer than 5 months
- One (1) project schedule update will be prepared.

Deliverables:

- Project Schedule (Microsoft Project format) and up to one (1) update
- Project Meeting Agenda (for 3 meetings) and Minutes (for 3 meetings)
- Perteet Standard Monthly Progress Reports/Invoices (maximum of 5)

Task 2 – Survey and Basemapping (Site A)

Survey services will be limited to supplementing the existing basemap provided to Perteet by the City, translating the existing basemap to a known datum, and completing the survey for the parking area located just east of Site A between Site A and Main Street. Supplementing the existing basemap for Site A will include revising the significant tree survey and measuring the finished floor elevation for existing buildings. The scope for translating the existing basemap to a known datum is outlined in Task 2.1 and the scope for surveying the area between Site A and Main Street is outlined in Task 2.2.

Task 2.1 – Research & Survey Control

City provided mapping is on an assumed horizontal datum, therefore research will be performed to identify and locate survey control monumentation and to establish a known horizontal datum, specifically NAD 83/2011, Washington State Plane, North Zone. Local survey control monumentation as depicted on mapping provided by the City of Lake Stevens will be recovered in order to translate and rotate said existing mapping to this horizontal datum. Auxiliary control will be established as necessary in order to survey topographic features of the area included within the supplemental survey limits.

Task 2.2 – Topographic Field Surveys

Existing (if any) property corners within the supplemental survey limits will be recovered and depicted on basemapping. Ground-based topographic surveys will be performed within those survey limits in order to generate basemaps at a convenient scale and to prepare DTM generated 1-foot contours for the area within said supplemental survey limits. Additionally, portions of existing mapping provided by the City will be field-checked for accuracy, with any resulting additions/deletions/revisions reflected on basemapping. Features to be surveyed include but are not necessarily limited to the following:

- curb and gutter including existing curb ramps and driveways
- sidewalks and crosswalks
- driveways and curb cuts
- steps/stairs
- buildings and other structures*
- pavement edges
- fences and gates
- luminaires
- traffic signal poles

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- landscaping
- significant trees**
- water meters, valves and hydrants
- irrigation control valves
- electrical transformers, vaults, poles and hand-holes
- telecommunication risers, vaults, poles, junction boxes and hand-holes
- gas valves and meters
- storm drainage manholes with pipe invert elevations, sizes and composition noted
- catch basin structures with pipe invert elevations, sizes and composition noted
- sanitary sewer manholes with pipe invert elevations, sizes and composition noted
- street signs
- street channelization

* Finish floor elevations of existing buildings will be measured for inclusion on basemapping.

** Per Lake Stevens Municipal Code, Title 14.08.010, significant trees include any deciduous tree having an eight-inch or greater caliper, or any evergreen tree having a twelve-inch or greater caliper, when measured one foot above the root crown. A site walk will be performed to verify the existence and locations of significant trees depicted on mapping provided by the City of Lake Stevens, however new tree locations will not be surveyed within areas previously surveyed by the City.

Task 2.3 – Critical Areas Survey

Survey field crew will work with Perteet Environmental staff to survey the positions of critical areas features such as Ordinary High Water Mark (OHWM) and wetlands.

Task 2.4 – Topographic Survey Basemap

Topographic survey mapping within the supplemental survey area will be prepared at a convenient scale with a 1 foot vertical contour interval in digital AutoCAD format, using standard APWA layering, symbology and attribute conventions. Final digital files will be contiguous at a 1 to 1 scale in model space. Point data blocks will include number identifier, elevations and descriptors. Mapping will be planimetric with digital terrain modeling. The mapping will comply with the National Map Accuracy Standards for 1" = 20' scale mapping, 1-foot contour interval. Existing mapping provided by the City of Lake Stevens will be incorporated into the supplemental topographic mapping with surface features merged into one contiguous Digital Terrain Model (DTM).

Assumptions:

- CLIENT shall provide point blocks and break-lines of previous mapping for use in merging surface features into one contiguous DTM.
- CLIENT shall provide current title reports with all supporting documents if easements and other matters of record are to be included on mapping.
- CONSULTANT personnel are not certified for confined space entry thus all sanitary sewer and storm drainage pipe inverts within control structures will be measured from the rim of catch basins and manholes.
- Property corners will not be installed nor a Record of Survey prepared in conjunction with this survey.

LAKE STEVENS CITY CAMPUS PHASE 1 (SITE PLAN)

Agreement with Perteet Inc.

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Deliverables:

- Electronic basemap file for area surveyed using AutoCAD 2015 with field survey data, DTM surface, and support files (such as XML) suitable for external referencing into design files.

Task 3 – Concept Plan (Site A)

This task consists of developing a concept site plan and associated opinion of construction costs based on two (2) working sessions with the City. The first working session will occur within five (5) business days of the Notice to Proceed (NTP) and will consist of reviewing the base map and site to determine the location of the new modular building, and grading and parking goals. A second working session will take place within two (2) business days of submitting the concept plan. This second working session will take the place of a standard review process for the purpose of expediting the concept-to-60% timeline. Plan production will be minimized to those plan sheets relevant to this level of design with the goal of demonstrating the project design intent. Work elements include:

- Attendance at up to one (1) working session meeting at the City of Lake Stevens, attended by up to three (3) people from Perteet, for review of site goals and to determine criteria for developing the concept plan.
- Attendance at up to one (1) working session meeting at the City of Lake Stevens, attended by up to two (2) people from Perteet, to review the concept plan and to receive any comments necessary to moving forward to 60% design.
- Site layout – the Consultant will prepare a preliminary proposed basemap based on the design criteria determined from the working session meeting. The proposed basemap will incorporate major site elements, including structures, curb lines, parking layout, and major stormwater element footprints. The proposed basemap will be presented in a single sheet site plan for review by the City.
- Site grading – the Consultant will prepare a preliminary proposed topographic surface based on building location and finished grade, and parking and access layout.
- Drainage layout – Drainage plans showing the collection, conveyance, and treatment of stormwater runoff from the site. These will be shown in plan view only, with no vertical information provided.
- Develop preliminary opinion of construction costs based on the Concept Plan for Site A.

Assumptions:

- City will coordinate time and location of working session meetings and invite those necessary for design input.
- Critical decisions that would impact moving from concept to 60% design will be determined at the second working session. No further comments that will significantly alter the 60% design will be made after this working session.
- During the working session, the City shall provide the proposed location of the temporary City Hall. This information shall be provided in AutoCAD based on the survey completed in Task 2.
- City will provide existing survey basemap in AutoCAD format with 3D information included.
- City will provide locations of new utilities currently being installed. Information will be provided in AutoCAD format.
- City will coordinate with geotechnical firm to determine high ground water level for Site A.
- It is assumed that infiltration on the site is not feasible.
- Only basic features will be depicted for this level of design (concept) consisting of pavement areas, parking layout, sidewalk, and potential location of stormwater treatment facilities. Features such as landscaping, detailed stormwater conveyance, irrigation, illumination, signage, curb ramps, and architectural features will not be shown at the concept level.

Deliverables:

- Plans – full size PDFs; scale at 1" = 20' for full size drawing (22" x 34")
 - Site Plan (1 plan sheet)
 - Grading Plan (1 plan sheet)
 - Drainage Plan (1 Plan sheet)
- Preliminary Opinion of Construction Costs (PDF)

Task 4 – Storm Drainage (Site A)

Task 4.1 – Design Criteria

The 2005 State Department of Ecology Stormwater Management Manual for Western Washington (SWMWW), as amended by Sections 1 through 6 of Appendix 1 of the NPDES Phase II Municipal Stormwater Permit, will be used as the regulatory manual for all stormwater elements associated with this project. The City of Lake Stevens Municipal Code and Section 5 of the City's Engineering Design and Development Standards (EDDS) will also be used as regulatory manuals for the stormwater elements of this project.

Deliverables:

- Pre-Design Record: A document summarizing the various stormwater requirements associated with this project. One (1) draft copy to be provided to the City for their review and concurrence. One (1) final copy to be included in the final Drainage Report.

Task 4.2 – Site Assessment and Mapping

Consultant will prepare site assessment maps showing existing drainage features within Site A. Mapping will be assembled based upon existing topographic maps, site reconnaissance, City records, and City maps. This information will be used for appropriate documentation in the Drainage Report. These site assessment maps and exhibits will include:

- Land use types and areas
- Topographic plans within Site A, including enclosed drainage
- Topographic mapping outside of Site A will include electronic GIS information obtained by the Consultant
- Watershed and stream basin maps, if available (supplied by the City)
- Drainage complaints officially submitted to the City (supplied by the City)
- Wetlands, streams, riparian areas and other critical areas previously mapped by the City
- Relevant Basin Plans that may have impact on drainage design, if available (supplied by the City)
- Soil types – Natural Resources Conservation Service (NRCS) – Consultant will acquire NRCS survey maps

Deliverables:

- Site Assessment Maps will include an Existing Drainage Conditions Map, Basin/TDA Map, and an NRCS Soil Map. These maps will be 11" x 17" sheet size with a scale of 1:50 (approximately 3 sheets) to be included in the Appendix of the Drainage Report.

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Task 4.3 – Offsite Analysis

It is assumed that runoff from the project site will be discharged to the adjacent stream, above the ordinary high water mark. Therefore a downstream analysis will not be necessary. The consultant will perform a visual inspection of the upstream contributing basin area of the site and provide an estimate of the area draining to the site based on available mapping data and site visit observation. This task does not include a detailed review of basin boundary or land use assessment and any detailed hydraulic analysis or computations, but it can be provided as an additional service.

Deliverables:

- Upstream analysis, to be included in the drainage report. Exhibits (GIS) include upstream basin maps.

Task 4.4 – Change in Land Use Area Maps

The Consultant will prepare maps identifying existing and proposed impervious areas. These maps are used for threshold determination in accordance with the drainage standards, and to identify mitigation needs for stormwater quality treatment. The Consultant will also prepare a summary of area tables for pre-project and post-project conditions.

Deliverables:

- Change in Land Use Maps (11" x 17" plan sheets) with a scale of 1:50 (approximately 2 sheets) and corresponding table of change in land use areas.

Task 4.5 – Stormwater Concept Analysis

The Consultant will analyze one (1) stormwater alternative for water quality treatment and flow control needs associated with the project. The analysis will identify potential impacts, approximate facility sizes and footprint layouts. The alternative analyzed will include Low Impact Development (LID) BMPs. The Consultant will prepare one (1) hand sketched concept plan of the drainage system showing facility type, size and location along with associated conveyance. The hand sketches will be on 11" x 17" sized sheets or a single roll plot and will be presented to the City during an over the shoulder review meeting.

This task also includes preparation of the preliminary water quality treatment and flow control sizing calculations associated with each concept alternative.

Deliverables:

- One (1) legible hard copy hand sketch on 11" x 17" paper or roll plot showing the proposed BMP alternatives and one (1) electronic copy in PDF format

Assumptions:

- The hydrologic analysis conducted as part of this task will be done using MGS Flood or WWHM, both are continuous simulation modeling software accepted by the Washington State Department of Ecology.
- One (1) refinement to the selected alternative prior to proceeding with 60% design is assumed.
- LID measures considered will need to be supported by the geotechnical site investigation as well as the recommendations of the project's geotechnical engineer.
- It is assumed that infiltration on the site is not feasible.
- Any proposed outfall discharge will be dispersed outside the Ordinary High Water Mark (OHWM). No discharge outfalls will be constructed waterward of the OHWM. Therefore, no in-water permitting is required.

Task 4.6 – Pipe Conveyance Calculations

Consultant will prepare storm pipe conveyance capacity calculations for pipe segments within the project site as follows:

- 60% PS&E: Prepare detailed pipe capacity backwater calculations, using Stormshed 3G or an equivalent backwater calculation software program.
- Final PS&E: Update conveyance calculations for the Drainage Report.

Deliverables:

- Pipe Conveyance Calculations (to be included in the Drainage Report)

Assumptions:

- Outfall will be located within Site A. If it becomes necessary to locate the outfall outside of Site A, additional survey and design will be required and can be done as a supplement to this Scope of Services.

Task 4.7 – Water Quality Treatment Calculations

Consultant will prepare final calculations for the water quality treatment facilities associated with the design.

Deliverables:

- Water Quality Treatment Calculations (to be included in the Drainage Report)

Task 4.8 – Flow Control Calculations

Consultant will prepare final calculations for the flow control treatment facilities associated with the design.

Deliverables:

- Flow Control Calculations (to be included in the Drainage Report)

Task 4.9 – Drainage Report

Consultant will assemble a draft (at the 60% design phase) and final Drainage Report (at the 90% design phase). The drainage report will include a written assessment and summary of the surface water design features on the project, summary tables, water quality calculations, flow control calculations, pipe capacity calculations, upstream analysis, drainage basin maps, backwater analysis (Hydraulic Grade Line) and supporting exhibits.

Deliverables:

- Draft Drainage Report at 60% PS&E: Two (2) hard copies, comb bound
- Final Drainage Report at 100% PS&E: Two (2) comb bound hard copies, one (1) electronic copy on CD in Word/Excel (editable) and PDF formats

Assumptions:

- After 100% PS&E there will not be any changes to the design which will warrant an update to the final drainage report.

Task 4.10 – SWPPP

A Stormwater Pollution Prevention Plan (SWPPP) is required in order to obtain a Construction Stormwater General Permit from the State Department of Ecology. This task includes the preparation of a draft and final SWPPP.

Deliverables:

- Final SWPPP at Final PS&E: Two (2) hard copies, one (1) electronic copy on CD in Word/Excel (editable) and PDF formats

Task 5 – Plans, Specifications and Estimate (PS&E) (Site A)

Using the Concept Plan, this task will detail the concept elements of the project to produce contract documents (PS&E) for the 60% design level, 100% design level, and final ad-ready contract documents.

An internal Consultant quality assurance/quality control review of deliverables at each submittal (60%, 100% and Final) will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed. The fee effort for the QA/QC program is included in each individual task:

Task 5.1 – 60% Plans

Developed based on Refined Concept Plan, all plan sheets will be 1"=40' scale for half size plans (11" x 17"):

- Cover (1 plan sheet)
- Legend and Abbreviations (1 plan sheet)
- Site Plan (1 plan sheet)
- Survey Control Plan (1 plan sheet) – Will be prepared by an engineer based on site survey completed in Task 2 of this Scope of Services. It will not be a boundary survey or recordable survey document.
- Site Preparation and Erosion Control Plan (1 plan sheet) – Identify work which must be conducted prior to beginning construction of the proposed facilities. This work may include, but is not limited to tree removal/protection, onsite infrastructure to be removed/protected/reused, pavement removal, and temporary fencing. Prepare erosion control design to avoid the discharge of sediment from the site. Erosion control measures will be designed in accordance with the current version of the Washington Department of Ecology's Stormwater Management Manual, Volume II.
- Site Preparation and Erosion Control Details (1 plan sheet)
- Grading Plan (1 plan sheet) – Identify proposed finished grades throughout the site which provide both surface drainage and access. Grading will be based on the required location and finished grade of the proposed temporary City Hall. Finished grades will be identified by contours at 1' intervals with spot elevations given at critical locations such as curb returns, low points, stormwater features, building foundations, sidewalk and paving limits.
- Grading Details and Sections (1 plan sheet) - Proposed walls, if any, will be shown with typical cross sections and profiles. It is assumed that walls will be structural earth walls (MSE), or gravity block walls. Walls requiring structural design (such as cast-in-place and soldier pile walls) can be provided as an additional service with a supplement. Up to two (2) site cross sections will be prepared, plus one (1) profile of main access drive.
- Drainage Plan (1 plan sheet) – Identify the collection, conveyance and treatment of stormwater runoff from the site. A detailed layout and cross section for each facility will be provided with specific requirements for the construction of these facilities. Conveyance systems will be shown in plan view only with vertical information provided in callouts. Profiles will not be provided for site conveyance systems.
- Drainage Details and Facility Plans (1 plan sheet)
- Paving, Signing and Channelization Plan (1 plan sheet) – Identify pavement surfacing and surface features. The paving plans will also identify surfacing materials for parking areas, access, sidewalks, and landscaping areas. Identify striping, traffic signage, and site features necessary for the project site.

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Signage will be limited to standard signage available in the MUTCD or WSDOT Sign Fabrication Manual. Decorative signing design shall be provided by others.

- Paving, Signing and Channelization Details (1 plan sheet)

Total number of plan sheets = 12

Deliverables:

- One (1) half-size unbound plan set of the 60% plans.
- Electronic copy of the 60% plan set in PDF format.

Task 5.2 – 60% Specifications

The Consultant will prepare complete contract specifications including bid forms, amendments, general special provisions, and project specific special provisions. The 60% specifications will address significant design elements including project specific special provisions, but will leave some details for later completion. Bid forms and amendments will not be prepared or provided at the 60% design level.

Deliverables:

- One (1) unbound hard copy of the 60% Contract Specifications.
- Electronic copy of the 60% Contract Specifications submitted in Microsoft Word format.
- Electronic copy of the 60% Contract Specifications submitted in PDF format.

Task 5.3 – 60% Estimate

The Consultant will prepare an opinion of cost estimate for the project based on the 60% design plans. The opinion will capture significant project costs to the extent known, and provide appropriate contingency as confirmed with the City to gauge the final cost of the project.

Deliverables:

- One (1) hard copy of the 60% opinion of cost estimate.
- Electronic copy of the 60% opinion of cost estimate in PDF format.

Task 5.4 – 60% PS&E Review and Comments

The Consultant will attend one (1) comment review meeting with the City staff, and provide the City with written responses to the City's comments. Responses will be provided on the commented documents provided by the City.

Deliverables:

- Written response to the City's comments.

Task 5.5 – 100% Plans

The Consultant will revise the 60% plans based on the City's 60% comments and prepare 100% design level plans. In addition to the plans listed in Task 5.1, the following plans will be modified:

- Add Horizontal Control Plan and Points Table to Site Plan (no additional plan sheets) – Identify the locations and dimensions of proposed site features in a manner that allows the contractor to correctly locate the facilities. Location information will be a combination of coordinates, Station/Offset callouts and measured dimensions that conveys the intent of the design.

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Deliverables:

- One (1) half-size unbound plan set of the 100% plans.
- Electronic copy of the 100% plan set in PDF format.

Task 5.6 – 100% Specifications

The Consultant will revise the 60% specifications based on the City's 60% comments and complete 100% design level specifications. 100% contract specifications will include bid forms (including bid proposal form), amendments, general special provisions and complete project specific special provisions.

Deliverables:

- One (1) unbound hard copy of the 100% Contract Specifications.
- Electronic copy of the 100% Contract Specifications submitted in Microsoft Word format.
- Electronic copy of the 100% Contract Specifications submitted in PDF format.

Task 5.7 – 100% Estimate

The Consultant will revise the 60% estimate based on the City's 60% comments and prepare a 100% design level opinion of construction costs. The opinion will provide appropriate contingency as confirmed with the City.

Deliverables:

- One (1) hard copy of the 100% opinion of cost estimate.
- Electronic copy of the 100% opinion of cost estimate in PDF format.

Task 5.8 – 100% PS&E Review and Comments

The Consultant will attend one (1) comment review meeting with the City staff, and provide the City with written responses to the City's comments. Responses will be provided on the commented documents provided by the City.

Deliverables:

- Written response to the City's comments.

Task 5.9 – Final PS&E

The Consultant will revise the 100% plans, specifications, and estimate based on the City's 100% comments and prepare a Final, Bid-Ready PS&E package. This will include the preparation of the Bid Item List to be included in the specifications.

Deliverables:

- One (1) full-size plan set (22" x 34") of the Final signed plans.
- One (1) half-size unbound plan set of the Final signed plans.
- Electronic copy of the Final signed plan set in PDF format.
- One (1) unbound hard copy of the Final signed Contract Specifications.
- Electronic copy of the Final Contract Specifications submitted in Microsoft Word format.
- Electronic copy of the Final signed Contract Specifications submitted in PDF format.
- One (1) hard copy of the Final opinion of cost estimate.
- Electronic copy of the Final opinion of cost estimate in PDF format.

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Task 5 Assumptions:

- The City will complete (separate from this scope of services) utility and illumination design, plans, specifications, and estimate including water, sewer, power, gas, and fiber hookups to proposed City Hall building.
- The City will complete (separate from this scope of services) necessary design, plans and permitting for installing the modular building. The Consultant will provide the finished grade elevation.
- The City will provide Construction Zone and Traffic Control Plans (both vehicle and pedestrian).
- The City will provide one set of City review comments at 100% to the Consultant, reflective of all City staff comments, for the plans, specifications, and estimate.
- 100% review comments will be minor in nature and not reflect any changes to design.
- The Consultant will deliver a hard copy of the Plans and Contract Specifications to Builders Exchange with a camera-ready or electronic plan set for purposes of their scanning and contract document distribution during bidding.
- Decorative signing design shall be provided by others.

Task 6 – Permitting Elements/Documents for City Use

The following work items will be completed by the Consultant:

- Perteet ecological staff to conduct OHWM determination and mapping for Stevens Creek behind Permit Center and OHWM from Lake Stevens in North Cove Park. OHWM shall be mapped with GPS or coordinated with concurrent Perteet survey efforts.
- Prepare mitigation/landscape plan to cover area between Stevens Creek and the trail behind the Permit Center to include removal of invasive weeds, tree pruning, and planting of flowering native shrubs and appropriate sized native trees.

Deliverables:

- Mitigation/landscape plan to be provided separately to the City via PDF email and/or in PSE package and to include planting plan, general notes, plant legend, planting details, and specifications and cost estimate included in engineering plan set. A 60% and 100% plan will be prepared.

Assumptions:

- Construction will not take place in undisturbed buffers, and there will not be any in water work. There will not be any culvert modifications. All special/environmental studies including Critical Areas Report will be provided by others and are not included in this scope.
- The City will generate all SEPA documents as needed and will address all related permitting and agency correspondence if triggered.
- Any needed correspondence between the City and Consultant Planning/Ecological staff will be conducted by email and phone. Meetings with Consultant Planning/Ecological staff are assumed to not be needed.
- Perteet can assist with other permit document needs to assist the City if additionally authorized under a supplemental scope and fee.

LAKE STEVENS CITY CAMPUS PHASE 1 (SITE PLAN)

Agreement with Pertee Inc.

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Items to be furnished by Lake Stevens

- Existing survey basemap for parcels 00553800002200 and 29060800403000
- Locations of newly installed utilities provided in AutoCAD
- Proposed location of new temporary City Hall provided in AutoCAD
- Geotechnical Investigation results – specifically:
 - Infiltration rates if pervious pavement is desired
 - High ground water table

Services Performed by Others

- Geotechnical Investigation
- Utility and Illumination design
- Construction Zone and Traffic Control Plans

Optional Services

- Utility Coordination
- Illumination Design
- Walls requiring structural design
- Public Involvement
- Maximum Extent Feasible Documentation
- Assistance During Bidding

Time for Completion

5 months

EXHIBIT B2



Consultant Fee Determination Summary

2707 Colby Avenue, Suite 900, Everett, WA 98201 | P 425.252.7700

Project: Lake Stevens City Campus Phase I (Site Plan)
 Client: City of Lake Stevens

Hourly Costs

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Survey Manager	3	\$140.00	\$420
Controller	8	\$90.00	\$720
Clerical	4	\$75.00	\$300
Sr. Associate	16	\$190.00	\$3,040
Sr. Associate	4	\$190.00	\$760
Sr. Associate	14	\$190.00	\$2,660
Lead Engineer / Mgr	56	\$150.00	\$8,400
Lead Engineer / Mgr	60	\$150.00	\$9,000
Lead Engineer / Mgr	60	\$150.00	\$9,000
Lead Engineer / Mgr	154	\$150.00	\$23,100
Engineer II	110	\$110.00	\$12,100
Engineer II	174	\$110.00	\$19,140
Engineer I	118	\$95.00	\$11,210
Lead Technician/Designer	174	\$110.00	\$19,140
Planner II	34	\$105.00	\$3,570
Lead Ecol/Mgr	8	\$140.00	\$1,120
Professional Land Survey I	8	\$115.00	\$863
Office Technician	25	\$100.00	\$2,500
Field Technician III	30	\$95.00	\$2,850
Field Technician II	20	\$80.00	\$1,600
Total Hourly Costs	1,080		\$131,493.00

Reimbursables

<u>In-House Costs</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
Mileage - \$.54	240	\$0.540	\$130
Total In-House Costs			\$130.00

Contract Total **\$131,623.00**

Prepared By: Amanda B. Ruksznis Date: November 22, 2016

EXHIBIT A – SUPPLEMENTAL AGREEMENT NO. 2



LAKE STEVENS CITY COUNCIL
STAFF REPORT

Council Agenda
Date: November 29, 2016

Subject: Authorize Mayor and City Staff to Proceed with Process to Fill Council Vacancy

Contact Mary Swenson, Interim City **Budget** N/A
Person/Department: Administrator **Impact:** _____

RECOMMENDATION(S)/ACTION REQUESTED OF COUNCIL: Authorize the Mayor and Staff to Proceed with Process to Fill Council Vacancy

SUMMARY/BACKGROUND: Councilmember Low resigned his position as Councilmember Position 2 effective November 29, 2016 at 12:00 p.m. RCW code sections 35A.12.050 - Vacancies, 42.12.010 – Causes of Vacancy, 42.12.020 – Resignations, to whom made, 42.12.030 Term of person elected to fill vacancy, 42.12.070 – Filling nonpartisan vacancies and 29A.24.171 – Vacancies in office provide the process for resigning a council position and for filling a vacant position. Vacancies must be filled within 90 days. Council’s Rules of Procedure 23.3 provide that Council “shall direct staff to begin the Councilmember appointment process and establish an interview and appointment schedule so that the position is filled at the earliest opportunity.”

Staff and Mayor Spencer are proposing the following timeline for filling the vacant position:

- Legal Notice/Request for Letters of Interest sent out by December 1, 2016
- Deadline for submitting Letters of Interest: December 30, 2016
- Council Interviews: January 10, 2017 at 6:00 p.m. (time dependent on number of applications received)

BUDGET IMPACT: N/A

APPLICABLE CITY POLICIES: Council Procedures 23.3 Appointment Process

BUDGET IMPACT: N/A

ATTACHMENTS:

- Exhibit A: State Law Regarding Council Vacancies
- Exhibit B: Proposed Advertisement for Letters of Interest

STATE LAW REGARDING COUNCIL VACANCIES

(Highlighted text applies to current vacancy)

RCW 35A.12.050

Vacancies.

The office of a mayor or councilmember shall become vacant if the person who is elected or appointed to that position fails to qualify as provided by law, fails to enter upon the duties of that office at the time fixed by law without a justifiable reason, or as provided in RCW 35A.12.060 or 42.12.010. A vacancy in the office of mayor or in the council shall be filled as provided in chapter 42.12 RCW. An incumbent councilmember is eligible to be appointed to fill a vacancy in the office of mayor.

RCW 42.12.010

Causes of vacancy.

Every elective office shall become vacant on the happening of any of the following events:

- (1) The death of the incumbent;
- (2) His or her resignation. A vacancy caused by resignation shall be deemed to occur upon the effective date of the resignation;
- (3) His or her removal;
- (4) Except as provided in RCW *3.46.067 and 3.50.057, his or her ceasing to be a legally registered voter of the district, county, city, town, or other municipal or quasi municipal corporation from which he or she shall have been elected or appointed, including where applicable the council district, commissioner district, or ward from which he or she shall have been elected or appointed;
- (5) His or her conviction of a felony, or of any offense involving a violation of his or her official oath;
- (6) His or her refusal or neglect to take his or her oath of office, or to give or renew his or her official bond, or to deposit such oath or bond within the time prescribed by law;
- (7) The decision of a competent tribunal declaring void his or her election or appointment; or
- (8) Whenever a judgment shall be obtained against that incumbent for breach of the condition of his or her official bond.

RCW 42.12.020

Resignations, to whom made.

Resignations shall be made as follows: By the state officers and members of the legislature, to the governor; by all county officers, to the county commissioners of their respective counties; by all other officers, holding their offices by appointment, to the body, board or officer that appointed them.

RCW 42.12.030

Term of person elected to fill vacancy.

Whenever any officer resigns his or her office before the expiration of his or her term, or the office becomes vacant from any other cause, and at a subsequent special election such vacancy is filled, the person so elected to fill such vacancy shall hold office for the remainder of the unexpired term.

RCW 42.12.070

Filling nonpartisan vacancies.

A vacancy on an elected nonpartisan governing body of a special purpose district where property ownership is not a qualification to vote, a town, or a city other than a first-class city or a charter code city, shall be filled as follows unless the provisions of law relating to the special district, town, or city provide otherwise:

(1) Where one position is vacant, the remaining members of the governing body shall appoint a qualified person to fill the vacant position.

(2) Where two or more positions are vacant and two or more members of the governing body remain in office, the remaining members of the governing body shall appoint a qualified person to fill one of the vacant positions, the remaining members of the governing body and the newly appointed person shall appoint another qualified person to fill another vacant position, and so on until each of the vacant positions is filled with each of the new appointees participating in each appointment that is made after his or her appointment.

(3) If less than two members of a governing body remain in office, the county legislative authority of the county in which all or the largest geographic portion of the city, town, or special district is located shall appoint a qualified person or persons to the governing body until the governing body has two members.

(4) If a governing body fails to appoint a qualified person to fill a vacancy within ninety days of the occurrence of the vacancy, the authority of the governing body to fill the vacancy shall cease and the county legislative authority of the county in which all or the largest geographic portion of the city, town, or special district is located shall appoint a qualified person to fill the vacancy.

(5) If the county legislative authority of the county fails to appoint a qualified person within one hundred eighty days of the occurrence of the vacancy, the county legislative authority or the remaining members of the governing body of the city, town, or special district may petition the governor to appoint a qualified person to fill the vacancy. The governor may appoint a qualified person to fill the vacancy after being petitioned if at the time the governor fills the vacancy the county legislative authority has not appointed a qualified person to fill the vacancy.

(6) As provided in chapter 29A.24 RCW, each person who is appointed shall serve until a qualified person is elected at the next election at which a member of the governing body normally would be elected. The person elected shall take office immediately and serve the remainder of the unexpired term.

RCW 29A.24.171

Vacancies in office.

(1) If, prior to the first day of the regular filing period [*the Monday two weeks prior to Memorial Day*], a vacancy occurs in an office that is not scheduled to appear on the general election ballot, leaving an unexpired term for which a successor must be elected at the next general election, filings for that office shall be accepted during the regular filing period. The filing officer shall provide notice of the vacancy and filing period to newspapers, radio, and television in the county, and online. The position shall appear on the primary and general election ballots unless no primary is required or unless a candidate for superior court judge is entitled to a certificate of election pursuant to Article 4 [IV], section 29 of the state Constitution.

(2) If, on the first day of the regular filing period or later, a vacancy occurs in an office that is not scheduled to appear on the general election ballot, leaving an unexpired term, the election of the successor shall occur at the next succeeding general election that the office is allowed by law to have an election.



LAKE STEVENS CITY COUNCIL VACANCY

The Mayor is requesting letters of interest from individuals willing to serve on the City Council to fill a one-year term of the office held by former City Council Member Sam Low. Individuals interested in serving must reside within the Lake Stevens city limits and be a registered voter. Selection will be by the City Council at their meeting on January 10, 2017 at 6:00 p.m. The term will commence once a candidate is appointed by a majority vote of the City Council, and will expire on December 31, 2017. The selected individual will be required to file necessary paperwork with the State's Public Disclosure Commission.

The City operates under a Strong Mayor form of government. The seven-member City Council serves as the legislative body of the City. The Council is responsible for setting policy, adopting the annual budget, adopting laws, determining the services to be provided and the funding levels for those services, and appointing citizens to its advisory boards and commissions.

Individuals interested in serving should send a letter of interest and any other materials they deem pertinent for Council to review to Deputy City Clerk Kathy Pugh at Post Office Box 257, Lake Stevens, WA 98258. Letters may also be emailed to kpugh@lakestevenswa.gov.

All letters must be received by 5:00 p.m. on December 30, 2016.