RESOLUTION NO. 18-0435

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HERRERA ENVIRONMENTAL CONSULTANTS (HERRERA), IN THE AMOUNT OF $6,031.00, FOR REVISIONS TO THE FINAL DRAFT AND COMPLETION OF WORK ON THE 2018 SURFACE WATER MANAGEMENT PLAN UPDATE

WHEREAS, the City’s current Surface Water Management Plan (SWMP) was developed and adopted in 1997, and while additional study and updates have been done since, there has not been a comprehensive update to the SWMP in over 20 years; and

WHEREAS, the City advertised for qualified consultants to aide City Staff in this task and Herrera Environmental Consultants (Herrera) was selected as the firm most qualified and willing to provide the necessary services; and

WHEREAS, the original Professional Services Agreement was executed with Herrera under Resolution 17-365, which expired December 31, 2018. The City and Herrera entered into a new Professional Services Agreement under Resolution No. 18-0424 to complete all tasks to finalize the SWMP work by Herrera; and

WHEREAS, upon review of the final draft provided by Herrera, the City Council requested additional revisions to the SWMP requiring additional work by Herrera, and;

WHEREAS, the Council’s requested revisions necessitates an amendment to the Agreement, in order to address the changes in the scope of work, deadline for completion and cost of completion; and

WHEREAS, the staff has negotiated the attached First Amendment with Herrera for the revisions, and the total cost for Herrera to complete the requested revisions is $6,031.00;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a First Amendment to the Agreement for Surface Water Management Plan update, attached hereto as Exhibit A, with Herrera Environmental Consultants, Inc. for an amended contract amount not to exceed $6,031.00.
ADOPTED THIS 9TH DAY OF OCTOBER, 2018

ATTEST:

[Signature]
Rachel Pitzel, City Clerk

[Signature]
Daryl Eidinger, Mayor
FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF EDGEOOOD
AND HERRERA ENVIRONMENTAL CONSULTANTS, INC.

Section I. Date and Parties.

This document ("First Amendment"), is dated the 25th day of September, 2018, and is entered into by and between the CITY OF EDGEOOOD, a Washington municipal corporation ("City") and Herrera Environmental Consultants, Inc. ("Consultant"). This First Amendment modifies the Professional Services Agreement June 26, 2018, by and between the City and Consultant (the "Agreement").

Section II. General Recitals.

A. The City and Consultant entered into the Contract for the purposes of allowing the Consultant to continue its work on the 2018 Surface Water Management Plan Update (SWMP Update).

B. According to Section IV of the Agreement, it will expire on October 31, 2018.

C. Since the Consultant submitted its final version of the 2018 SWMP Update, the City Council has held public hearings and study sessions on the subject, and decided that certain key elements needed to be revised or eliminated. Therefore, the Consultant has been requested to perform this additional work required to revise the SWMP Update.

D. The parties have now determined that such an amendment is required as set forth in this First Amendment and its Exhibits.

Section III. Amendments to the Agreement.

A. Section 1. Services by Consultant. Section 1 of the original Agreement is hereby amended by replacing the Exhibit A mentioned in this Section 1 with the Exhibit A attached to this First Amendment, which is incorporated herein by this reference.

B. Section 3. Terms. Section 3 of the original Agreement is hereby amended by replacing the termination date of October 31, 2018 with January 31, 2019.

C. Section 4. Compensation and Hourly Rate. Section 4 of the Agreement is hereby amended to read as follows:

☒ TIME AND MATERIALS NOT TO EXCEED. Compensation for these services shall not exceed $6,031.00, including all applicable tax, without written authorization and will be based on billing rates and rates and reimbursable expenses attached hereto as Exhibit B.

First Amendment to June 26, 2018 Agreement with Herrera
Page 1 of 2

City Consultant
The Exhibit B attached to the original Agreement is hereby replaced with the Exhibit B attached to this First Amendment, which is incorporated herein by reference.

**Section IV. Other Terms Unchanged.** All other terms of the Agreement remain unchanged and enforceable. The First Amendment is intended to modify the terms and conditions of the original Agreement only insofar as such modifications are set forth in this Amendment. In the case of any conflict between the terms of the Agreement and the terms of the First Amendment, the provisions of the First Amendment shall control.

DATED: This 9th day of October, 2018.

CITY OF EDGEMOOD

By: ____________________________

Its: Mayor, Daryl Eidingen

Date: October 9, 2018

CONSULTANT

By: ____________________________

Printed Name: Theresa H. Wood

Its: Vice President

Date: October 3, 2018

ATTEST:

______________________________

City Clerk, Rachel Pitzel

APPROVED AS TO FORM:

______________________________

City Attorney, Carol Morris
Exhibit A - Scope of Work
Revisions to Final City of Edgewood Surface Water Management Plan

Herrera Environmental Consultants (Herrera) has recently submitted a Final Draft of the City of Edgewood Surface Water Management Plan. However, in the final discussions with the City Council some key elements of the plan were recommended for revising or eliminating. This Scope of Work describes the additional work that will be required to revise said final draft of the plan. The budget summary table is included as Exhibit B. The total cost for this contract amendment is $6,031.

A. Scope of Work

Task 1.0 – Project Management
Revisions to the report are expected to be completed in a two month period. Routine project management activities such as development of progress reports, invoicing and coordination with the City will occur over that time period.

Task 2.0 – Revise Stormwater Management Plan
The City has requested that one of the CIP projects be eliminated from the plan and appendices and that one of the CIP projects be redefined and the cost estimate revised and that any focus on UIC wellfields as a solution to pothole flooding be removed or revised. The City has also requested that comments made after the public review period by the Muckleshoot Tribe be addressed in this revision. These changes will require revisions to two appendices and multiple revisions throughout the text. The City will provide a redline copy of the plan with notes for all edits and Herrera will use this redline edition to make all final revisions.

A new ‘final draft’ plan will be developed for approval by the City, and after written approval from the City’s Project Manager, a Final will be prepared and submitted. It is assumed that only minor edits will be required between the final draft and final.

Task 3.0 – Financial Assessment
The financial analysis that is currently included as an appendix to the plan will be finalized without any major modifications other than some changes to the discussion of the Service Development Charge (SDC) that have been previously coordinated with City staff. However, since the capital improvement plan will change as a result of City Council direction, the SDC as currently calculated is no longer defensible. Therefore, under this task a new SDC will be calculated and a cover memorandum will be prepared to describe the reason for revised calculation and the newly calculated SDC.

B. Schedule

The final draft Plan (Task 2) will be prepared within one month of receiving a Notice to Proceed and will include the Final draft financial assessment appendix with the cover memorandum. The final documents will be submitted within two weeks of submittal of all review comments from the City. All work is expected to be completed no later than January 31, 2019.
## EXHIBIT B
HERRERA ENVIRONMENTAL CONSULTANTS
Cost Estimate for City of Edgewood Stormwater Management Plan
Herrera Project No. 17-06504-000

<table>
<thead>
<tr>
<th>Project Name: City of Edgewood</th>
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<tbody>
<tr>
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<table>
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<tr>
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<td>Financial revisions</td>
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### COST SUMMARY

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**GRAND TOTAL**: $6,031

### COST ITEMIZATION

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<td>A4 Jackson, Pamela Administrative Coord.</td>
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**SUBTOTAL LABOR (Burdened Labor)**: $4,455

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**SUBTOTAL SUBCONSULTANT**: $1,575