

RESOLUTION NO. 1488

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH BROWN AND CALDWELL TO UPDATE THE CITY'S STORM WATER COMPREHENSIVE PLAN

WHEREAS, the City of Fife's storm water comprehensive plan was last updated in 2002; and

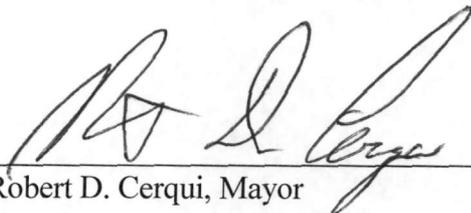
WHEREAS, the City requested proposals from qualified firms to update the storm water comprehensive plan to assist the City in achieving compliance with the existing and proposed NPDES permit, as well as addressing local drainage and flooding problems, including a rate study to ensure that a secure and adequate level of long term funding is established, and an estimate of project costs for the City over the next twenty years for capital projects and over the next six years for annual stormwater programmic costs; and

WHEREAS, the City determined that the corporation of Brown and Caldwell is the firm most qualified to update the City's storm water comprehensive plan and has negotiated an agreement with Brown and Caldwell attached hereto as Exhibit A;

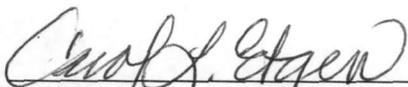
WHEREAS, the City has been awarded a \$50,000 grant from Washington Department of Ecology to pay for a portion of the contract price; now therefore

BE IT RESOLVED that the Fife City Council hereby authorizes the City Manager to execute a contract with Brown and Caldwell in the form attached hereto as Exhibit A, for a total fee not to exceed \$99,700.

ADOPTED by the City Council at an open public meeting held on the 14th day of August, 2012.


Robert D. Cerqui, Mayor

Attest:


Carol Etgen, City Clerk

CITY OF FIFE PROFESSIONAL SERVICES AGREEMENT

1. **Parties and Date.** THIS Agreement is made effective as of the ____ day of June, 2012 by and between:

CITY OF FIFE, WASHINGTON (“CITY”)

5411 23rd Street East

Fife, WA 98424

Contact: David K. Zabell

Phone: 253-922-2489

Fax: 253-922-5355

and

Brown and Caldwell (“CONSULTANT”)

2504 Jefferson Avenue

Tacoma, WA 98402

Contact: John Burk

Phone: 253-344-5262

Fax: 206-749-2200

Email: jburk@brwncald.com

Tax ID No.: 94-1446346

2. **General Purpose and Intent.**

Update City of Fife’s stormwater comprehensive plan. The plan will assist the City in achieving compliance with the existing and proposed NPDES permit, as well as address local drainage and flooding problems. A rate study will be conducted to ensure a secure and adequate level of long term funding is established. The updated plan will project costs for the City over the next twenty years for capital projects and over the next six years for annual stormwater programmic costs.

3. **Services by Consultant.**

A. Consultant shall perform the services described in the Scope of Work attached hereto as Exhibit "A" (the “Scope of Work”). 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.

4. **Schedule of Work.**

A. Consultant shall perform the services described in the Scope of Work in accordance with the schedule attached hereto a Exhibit “B.” 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.

5. **Compensation. TIME AND MATERIALS NOT TO EXCEED.** Compensation for the services described in the Scope of Work shall not exceed \$99,700 without written authorization from the City and is based on the budget included in Exhibit A.

6. **Coordination of Contract Documents.** This Agreement consists of this professional services agreement form and Exhibits "A" through "B." If there is any inconsistency between this professional services agreement form and any of the Exhibits, the professional services agreement form shall take precedence.

7. **Payment.**

A. Consultant shall provide monthly invoices in the format acceptable to the City for work performed to the date of invoice. Consultant shall maintain time and expense records for reimbursable expenses and any work that is billed hourly under this Agreement and provide them to the City upon request.

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 be notified in writing so that Consultant may correct or modify the work to comply with the Agreement. City may withhold payment for any improperly performed services until the non-conforming services meets the requirements of the Agreement.

8. **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 Fife business license pursuant to the provisions of Chapter 5.01 FMC prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 8 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.

9. **Term 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. In the event of a suspension that lasts more than 90 days, the Consultant may terminate the Agreement without penalty after giving the City at least 30 days' written notice of its intent to terminate.

10. 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.

11. Ownership of Work Product.

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City after payment to Consultant, 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 9 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 or its use of an incomplete work product, it does so at its sole risk and it agrees to indemnify and hold Consultant harmless therefore.

B. Spatial data created by consultants for City of Fife via this contract should be delivered as either ESRI shapefiles or an ESRI file geodatabase. The data should be developed in (or projected to) StatePlane 1983, WA South (Projection), NAD83HPGN (Datum), US Survey Feet (units). These datasets should be delivered on CD/DVD, complete with any projection files, accessory tables relatable by a fixed unique identifier to the spatial data, and metadata using Federal Geographic Data Committee (FGDC) specifications. If the data is produced in AutoCad 2000 or later, the shapefile format is an export option and should be utilized and all other criteria still apply. The City of Fife retains ownership to such data layers produced using taxpayer dollars and controls any future dissemination or reuse of this data.

12. 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 in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. Insurance. The Consultant shall procure and maintain for the duration of this 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. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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 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 Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they 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 Contractor's insurance and shall not contribute with it.

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.

F. Notice of Cancellation

The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

14. 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 at the City's sole discretion.

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

16. Notice

A. Any notice or communication required by this Agreement must be in writing, and may be given either personally, electronically with evidence of receipt, by express delivery service, or by registered or certified mail, return receipt requested. If given personally, by express delivery service, or by registered or certified mail, such notice or communication shall be deemed to have been given and received upon actual receipt. If delivery is made electronically, either by e-mail or facsimile transmission, a notice shall be deemed to have been given when delivered to the person to whom it is addressed, and there is electronic confirmation that it was received. Such notices or communications shall be given to the Parties at their addresses set forth below:

David K. Zabell
City Manager

Stephen Anderson
Vice President

David K. Zabell
City Manager
5411 23rd Street East
Fife, WA 98424

Phone: 253 922-2489
Fax: 253 922-5355

Email: dzabell@cityoffife.org

Stephen Anderson
Vice President
Brown and Caldwell
701 Pike Street, Suite 1200
Seattle, WA 98101
Phone: 206-749-2250
Fax: 206-749-2200
Email: sanderson@brwnaald.com

B. Either party may change its contact information by sending its new contact information to the other party in the same manner as is provided for sending the other party notice under the provisions of paragraph 16.A.

17. **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 Pierce County Superior Court.

18. **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.

19. **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 FIFE, WASHINGTON

CONSULTANT

By: _____
David Zabell
City Manager

Date: _____

Attest:

By: _____
Carol Etgen
City Clerk

Approved as to form:

By: _____
Gregory F. Amann
Assistant City Attorney

Brown and Caldwell
By: Stephen Krugel
Name: STEVEN KRUGEL
Title: VICE PRESIDENT
Date: June 25, 2012

Exhibit A Scope of Work

City of Fife Stormwater System Plan Update

Background and Project Description

The City of Fife has selected Brown and Caldwell (BC) to assist the City in developing an Updated City-Wide Comprehensive Stormwater System (SWS) Plan.

The Updated SWS Plan will assist the City in achieving compliance with the existing and proposed NPDES Permit, as well as address local drainage and flooding problems. A Stormwater Utility Rate Study will be conducted to ensure a secure and adequate level on long term funding is established. Annual SWS program and capital needs and costs will determine the levels of required annual funding. The updated SWS Plan will be presented in the form of an executive summary style Updated SWM Plan document/final report (technical studies as appendices) and will project costs for the City over the next twenty years for capital projects and over the next six years for annual stormwater programmatic costs.

Summary of Scope of Work and Budget

Scope of Work

This project will be conducted according to the following six tasks, with each task described in the following detailed Scope of Work. Respective roles and budgets for each of the Consultants have also been identified.

Task 1—Engineering Analysis / Updated SWS Capital Improvement Program (CIP).....	\$34,600
Task 2—Regulatory Compliance and Existing SWS Program Analysis	\$7,000
Task 3—Financial Analysis and SWS Utility Rate Study	\$20,500
Task 4—Updated SWS Draft/Final Plans	\$23,600
Task 5—Public and City Council Review	\$9,000
Task 6—Management Reserve	\$5,000
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Project Total:	\$ 99,700
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Exhibit A

Scope of Work

Scope of Work

Task I—Engineering Analysis and Updated SWS Capital Improvement Projects

Subtask I.1—Project Initiation and Data Collection

Project Kickoff Meeting and Data Transmittal: Attend project kickoff meeting (2 hours for each of 3 BC staff) with key City staff to clarify project planning process, products, budget and schedule. Transmit an initial list of data needs to the City and begin receiving data and maps from the City to identify and document the City's existing SWS program and facilities, including current City SWS priorities, SWS CIP needs, and City-specific drainage related issues.

Site Visit: Conduct a site visit/tour of planning areas with City staff (4 hours for each of 3 BC staff); observe existing facilities and drainage basin conditions, confirm that unbuilt CIPs proposed by the City in the 2002 SWS Plan are still necessary and appropriate, and record observed problem areas on drainage base maps provided by the City.

Deliverables:

- Agenda for Project Kickoff Meeting (in electronic format, transmitted via email)
- Initial SWS Data Request (in electronic format, transmitted via email)

Subtask I.2—CIP Data Review and Windshield Field Assessment

Data Collection and Review: Past studies, reports, City GIS storm system mapping and other relevant information, as collected and furnished by the City, will be reviewed and evaluated for development of the City's Updated SWS CIP Program.

Windshield Field Assessment: A limited windshield/planning level type of field assessment (4 hours for each of 2 BC staff) will be performed to gain an initial understanding of the features and conditions within the City's drainage basins, including identifying drainage problem areas and probable cause(s), for the development of up to 6 new CIP projects and costs. Reported problems will be located on the SWS base map.

Subtask I.3—City Staff Interviews

Meetings with City Staff: Interview City staff in engineering, planning, and maintenance to identify the location of additional stormwater problems and common maintenance challenges. Meet with City staff to review proposed (2002 SWS Plan) CIP projects for current status, need and priority, and to discuss any additional surface water problems identified in the site visit. Develop and prioritize a list of SWS problems based on new problems identified and existing CIP projects not yet implemented. Assume 8 hours for each of 2 BC staff for City staff meetings and interviews.

Exhibit A

Scope of Work

Deliverables:

Tabulated summary of drainage problems with ranked severity, priority and indication of probable problem cause (in an electronic format, transmitted via email).

Assumptions:

- Initial SWS base map of facilities and SWS information will be provided by the City in an electronic, GIS-based format compatible with BC software; no geo-referencing or inventory of collected data will be performed.
- Identification of problem areas and likely causes will be based on information provided by City staff. No hydrologic or hydraulic modeling will be required.
- No engineering/design framework for project ranking will be developed. CIP project priority will be based upon City input and discussions with City staff.
- No additional field information or SWS facility inventory information will be collected or mapped by BC during this review of existing drainage basin conditions and proposed list of CIPs.

Subtask 1.4—Formulate Twenty-Year Capital Improvement Program

Project Conceptual Designs/Development of New CIP: Based on the prioritization results of the above subtasks, up to six (6) surface water CIP projects will be developed to address the most significant problems identified. These projects will be in addition to the projects on the City's existing stormwater CIP list that have not yet been implemented. Designs will be prepared at a conceptual level with supporting cost summary sheets prepared for each CIP project, along with a brief description of the problem, potential solution, and sketch of the proposed CIP project. A brief field visit (4 hours for each of 2 BC staff) may be made to each project site, if/as needed, to assist in preparing the conceptual designs and planning level opinions of project cost.

CIP Implementation Cost: Costs for each of the CIP projects will include construction, construction administration, engineering and administration, permitting, and land acquisition costs. Costs for projects on the City's existing CIP list will be updated by applying the ratio of costs for 2002 to 2012 (Otak cost opinion data, as presented in the City's 2002 SWS Plan) using Construction Cost Index values for Seattle from Engineering News-Record.

Prioritized Twenty-Year CIP Program: Formulate a Twenty-Year SWS CIP, ranked by priority, with annualized costs. Prepare Technical Report to be included as an appendix to the Updated SWS Plan that documents the analyses to support the CIP.

City Review/Approval: Review proposed Twenty-Year CIP with City staff (meeting over the telephone; 1 hour for each of 2 BC staff) and incorporate City comments.

Exhibit A

Scope of Work

Deliverables:

Prioritized SWS Plan CIP list, including a total of up to 12 projects (6 existing CIPs and 6 new CIPs); that includes updated costs and priorities for each of the City's existing CIP projects and planning level CIP descriptions, schematics and implementation costs for up to each of the six (6) new conceptual SWS CIP projects (in prioritized table/list format; transferred to City in electronic format via email).

Assumptions:

- No engineering/design framework for project ranking will be developed. CIP project priority will be based upon City input and discussions with City staff.

Task 2—Regulatory Compliance and Existing SWS Program Analysis

BC will project the City's future NPDES compliance needs via comparison of the City's most recent NPDES Permit Annual Report and Stormwater Management Plan Update to the draft 2013 Phase II permit requirements. The compliance analysis will include the following:

- Obtain City's most recent (March 2012) Annual Report and Stormwater Management Program documents as well as information on City costs for compliance with the current NPDES permit.
- Review draft Phase II permit and Ecology's responses to comments. Identify elements that could increase City's compliance costs compared to the current permit, such as:
 - Monitoring
 - Update city code as needed to meet LID requirements
 - Minimum Requirement #5, On-Site Stormwater Management (i.e., require LID wherever feasible)
 - Enhanced IDDE
- Review CIP projects (Task 1) for possible LID retrofit/design enhancements
- Estimate additional City staff costs and other direct costs (e.g., vector equipment) to comply with new permit requirements. Identify potential cost saving measures.
- Meet with City to discuss preliminary findings and refine recommendations for maintaining permit compliance (4 hours for each of 2 BC staff).
- Prepare summary that documents the results and recommendations of this task

Because the draft 2013 Phase II permit requirements for LID may change, it is recommended to defer any LID code, policy, and/or program updates analyses until the final permit has been issued. Analysis will provide recommendations for the future timing of potentially required updates.

Exhibit A

Scope of Work

Deliverables:

Summary document presenting compliance analysis results and recommendations (in electronic format, transmitted via e-mail)

Assumptions:

It is assumed that analyses performed in this task will not be included in the SWS Plan Update, as they are more appropriately included in the City's annual Surface Water Management Plan and because the draft 2013 Phase II permit is unlikely to be finalized prior to completion of the final SWS Plan. The SWS Plan may reference the Surface Water Management Plan with respect to permit compliance.

Task 3—Financial Analysis and SWS Utility Rate Study (By FCS Group)

Based on the recommended Updated SWS Capital Improvement Plan (CIP) (see Task 1), a financial analysis will be conducted that identifies annualized existing and future costs. This financial analysis will also evaluate existing and future funding sources, including the option of raising existing SWS utility fees. Results and recommendations will be documented in a chapter of the City's Updated SWS Plan. The financial program for the Updated SWS Plan will include a revenue requirements analysis and will:

- Project the total cost of providing stormwater service, both operational and capital, for several (up to three) service level alternatives.
- Develop a funding strategy that will assure financial strength and viability for the City in a long-term (20 years) planning period, thus assuring the City's ability to implement the updated schedule of capital improvements.

The Financial Analysis will include the following activities:

- *Available Revenue Sources:* Document available sources of revenue and funding for capital and operational costs, including available State and Federal grant and loan programs.
- *Revenue Requirement Analysis:* Using a spreadsheet model, forecast revenue requirements, incorporating both rates and debt financing (if necessary) for up to three service level scenarios/iterations. A twenty year forecast will estimate annual rate increases required to support the proposed Updated SWS Plan. Level of service alternatives will be defined with input from the City but potentially could include the following:
 - Existing level of service
 - Regulatory minimum with full capital execution
 - Proactive regulatory program implementation with full capital execution
- *Rate Structure Review:* Summarize and qualitatively review the City's stormwater rate structure. The review will focus on potential equity concerns or opportunities which might be addressed through rate structure revisions.

Exhibit A Scope of Work

- *Recommended Financial Strategy:* Document a recommended financial strategy addressing funding sources, basic financial policies, rates and charges.

FCS Group will schedule, attend, and lead the discussions below with the City in order to prepare the financial analysis. One or more discussions may be combined in a single meeting. Following the discussions, FCS Group will meet with City staff one (1) time for review of preliminary. FCS GROUP will meet with the Council one (1) time to present and discuss findings.

- *Cost Estimate Discussion:* Review Updated SWS Program and CIP Funding Requirements; Compare with City's Existing Annual SWS Program Funding; 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 SWS services, levels of staffing and funding. This information will be consolidated in this task and key policy decisions, including CIP schedule, and desired levels of staffing and funding, will be confirmed by the City.
- *Funding Option Discussion: Review and Evaluate Potential Funding Mechanisms:* A matrix will be presented that lists and evaluates the potential funding mechanisms. 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 SWS service and levels of staffing.
- *Funding Source Discussion for SWSP:* Recommend Funding Sources to Implement the City's Updated SWS Plan: With guidance and input from the City, a Financial Plan to support the City's Updated SWS Plan will be prepared, including a SWS Utility rate study. Costs will be identified by regulatory requirement for each of the next five years. Costs for CIPs will also be identified for the next ten years.
- *Internal Review/Decisions by City: Review Results and Findings with City:* The Financial Plan required to support the recommended City Updated SWS Plan will be developed and presented to City staff. A joint meeting will be held with City staff to review the proposed Financial Plan, prior to inclusion into the draft final report.

Deliverables:

Documentation of task activities (*i.e. results of SWS Utility rate study*) in the draft and final technical memorandum summarizing the results and recommendations of the review of the City's existing SWS Program (in electronic format, transmitted via email); financial technical memorandum will be attached as an appendix to the final report.

Task 4—Updated Draft and Final SWS Plan

Subtask 4.1—Draft Updated SWS Plan

Draft Updated SWS Plan: Write the draft updated SWS Plan and transmit to City staff for review and comment. The City's Updated Draft and Final SWM Plans will be written in the form of an executive summary style Updated SWS Plan document/final report (15-20 pages in length) with the above technical studies (Tasks 2 and 3) attached as appendices. The Updated SWS Plan and appendices will be provided as a single bound volume.

Exhibit A Scope of Work

Utilize GIS data, graphics and figures supplied by the City to prepare the SWS Plan: In addition to the figures prepared in Task 1 to support development of the CIP (base maps, problem areas, CIP locations, CIP area sketches), the figures developed by BC for the SWS Plan are expected to include a City location map, drainage basin overview, sensitive areas map, and one to two other supporting figures, as requested by BC.

Review Draft Updated SWS Plan: Conduct one (1) meeting with City staff (2 hours for each of 2 BC staff) to receive and review consolidated City comments prior to initiating the public/Council review processes.

Deliverables:

Draft Updated SWS Plan (three hard copies; one electronic copy)

Subtask 4.2—Final Updated SWS Plan

Final Updated SWS Plan: Receive public review comments, incorporate edits, and create and transmit the final report, the City's Updated SWS Plan, to the City.

Deliverables:

Final Updated SWS Plan (three hard copies; one electronic copy)

Task 5—Public and City Council Review

Implement the Public Involvement/Education/Outreach Process: Based on the City's public involvement/education strategy, support City staff in the implementation of the materials needed for the public involvement/education/outreach process.

Support to City Staff: Develop one (1) PowerPoint presentation on the draft Updated SWS Plan for 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 to summarize the SWS Program planning activities and present the draft Updated SWS Plan to the public and Council.

Attend One Council Briefing: Attend one (1) City Council meeting (2 hours for each of 2 BC staff) and present the draft Updated SWS Plan to the public.

Attend One Public Meeting/Hearing: Attend one (1) open house style public meeting (2 hours for each of 2 BC staff) to present the final Updated SWS Plan to the public and City Council.

Role of City Staff:

- City staff will advertise the public open house and provide meeting sign-in sheets and comment forms, will 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.

Exhibit A Scope of Work

- The City will consolidate all public comments into one document. Any internal conflicts, including staffing, policy and funding decisions, will be resolved in advance by the City's project manager.

Deliverables:

One (1) PowerPoint Presentation and up to two (2) display boards summarizing study results and recommendations (Presentation in electronic format, transmitted via email).

Task 6—Management Reserve

Management Reserve: A sum of \$5,000 has been set aside for the City to assign to the Consultant Team (BC and FCS Group) as the project progresses.