


**EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET**

**PROJECT TITLE:**

Amendment No. 2 to  
Professional Services  
Agreement with SFE Global  
for Sewer System Flow  
Monitoring Services

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

COUNCIL BILL # \_\_\_\_\_  
Originating Department Public Works  
Contact Person David Voigt  
Phone Number (425) 257-8983  
FOR AGENDA OF Jan. 2, 2013

Initialed by:  
Department Head   
CAA \_\_\_\_\_  
Council President \_\_\_\_\_

<b><u>Location</u></b>	<b><u>Preceding Action</u></b>	<b><u>Attachments</u></b>	<b><u>Department(s) Approval</u></b>
All areas of City	Amendment No. 1 Sept 15, 2010	Amendment No. 2 with Exhibits	Public Works

Amount Budgeted	\$400,000	
Expenditure Required	\$376,288	Account Number(s): UP 3370-2
Budget Remaining	\$23,712	
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

SFE Global has provided sewer monitoring services in Everett since January 2009 and has performed satisfactorily. The scope of services generally includes furnishing, installing and maintaining sewer flow meters and rain gages, wireless data communication equipment and internet based data posting and analysis tools for use by City personnel and consultants working for the City.

The previous authorized contract amount was \$669,120. This amendment for \$376,288 would extend the contract services for approximately an additional two years.

**RECOMMENDATION:** Authorize the Mayor to sign Amendment No. 2 to the Professional Services Agreement with SFE Global for Sewer System Flow Monitoring Services in the amount of \$376,228.

DRAFT

**AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF EVERETT  
AND  
SFE GLOBAL**

The City and SFE Global agree to amend and modify their professional services agreement dated November 19, 2008 (the "Agreement") as follows:

1. The effective date of this Amendment is January \_\_, 2013.
2. The work included in Exhibit A-2 of this amendment replaces Exhibit A-1 of Amendment 1 and is added to the Scope of Work described in Exhibit A of the Agreement.
3. Paragraph 3 is modified to read as follows:

This Agreement shall commence as of the date of execution and shall be completed or amended for extension, prior to January 31, 2015.

4. Paragraph 4(B) is modified to read as follows:

The Service Provider shall be paid such amounts and in such manner as described in Exhibits B-4 and B-5 of this amendment.

5. Paragraph 4(D) is modified to read as follows:

Total compensation, including all services and expenses, shall not exceed a maximum of One Million, Forty-Five Thousand, Four Hundred and Eight Dollars (\$1,045,408).

6. All terms, conditions and provisions of the Agreement remain in full force and effect except as expressly modified by this Amendment.
7. All terms, conditions and provisions of the Agreement remain in full force and effect except as expressly modified by this Amendment.
8. Exhibits associated with this Amendment No. 2 are attached herewith.

**CITY OF EVERETT  
WASHINGTON**

**SFE GLOBAL**

By: \_\_\_\_\_  
Ray Stephanson, Mayor

By: Crystal Davis  
Crystal Davis, Controller

\_\_\_\_\_  
Date

12/17/12  
\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Fuller, City Clerk

\_\_\_\_\_  
James D. Iles, City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A-2**  
**SCOPE OF WORK**

**A. Contract Term**

This contract term for sewer monitoring program 2013-2014 are based on the original agreement – Exhibit A where applicable and as modified by this amendment. Upon completion of the 2013-2014 program (approximately 24 months) the City may choose to further amend the agreement with the Service Provider to continue the monitoring program beyond 2014 with pricing to be negotiated at that time. The City may also terminate the contract at any time.

Scope of Work Items B. through M. of the original agreement – Exhibit A shall remain applicable for the work under this amendment. References to previous monitoring program years may be disregarded.

## **EXHIBIT B-4 COMPENSATION**

The terms and conditions described in Exhibit B of the Agreement and Exhibits B-2 and B-3 of Amendment 1 – Items 1 through 6 shall be replaced with the following:

### **ALTERNATE C [PROPOSAL SCHEDULE]**

The City shall pay the Service Provider such amounts and in such manner as follows:

1. Fees for services for Sewer System Flow Monitoring Services 2013-2014 shall not exceed \$376,288 and shall be itemized in accordance with the tasks defined by the scope of work and proposal forms. See attached Exhibit B-5.
2. Invoice statements shall be itemized sufficiently to identify the task service/description, the active monitoring site number or name, the unit cost and any other information necessary to clarify the basis for the invoice amount. Where payment is calculated for a partial month, the number of days shall be noted.
3. Compensation shall be made only upon delivery of the monthly summary report data files and confirmation that missing or bad data has been corrected or noted as missing. Full compensation shall be made for delivery of at least 95% data population during the given month. Where significant periods of missing or bad data occur, the City may:
  - a) Deduct the proportional amount from the standard monthly charge, or
  - b) Extend the monitoring period for a comparable period of time at no additional cost.
4. Where monitor installations or removals result in partial months of service, compensation shall be made on a prorated basis.
5. Should the number of meters assigned to a given task vary significantly from the estimated quantities listed in Exhibit B-5, the Service Provider and the City may re-negotiate the unit price for monthly service.

**Pricing for the City of Everett, WA  
Wireless Sewer Flow Monitoring Program  
January 2013 - December 2014  
Exhibit B-5**

Task	Description	2013			2014					
		# of Stations	# of Months	Unit Price	Subtotal	# of Stations	# of Months	Unit Price	Subtotal	
1 & 2	Maintain & Report Wireless Flow Meters for Hydraulic Model Calibration and Pipe Capacity in Selected Trunks and Interceptors. (No redundancy, install or removal.)	4	12	\$ 1,075	\$ 51,600	6	12	\$ 1,075	\$ 77,400	
1 & 2	Maintain & Report Wireless Rain Gauges	1	12	\$ 279	\$ 3,348	1	12	\$ 279	\$ 3,348	
3	Maintain & Report Wireless Flow Meters to track quantity and rate of sewer flows received into the City system from outside sewer agencies	2	12	\$ 1,075	\$ 25,800	1	12	\$ 1,075	\$ 12,900	
4	Maintain & Report Wireless Flow Meters to detect and measure sewer CSO events. (No redundancy, install or removal)	2	9	\$ 1,075	\$ 19,350	0	0	\$ 1,075	\$ -	
5	Maintain & Report Wireless Flow Meters at temporary Locations (relocated monthly) in conjunction with waste strength sampling by WPCF Industrial Retreatment Group	1	1	\$ 2,671	\$ 2,671	1	1	\$ 2,671	\$ 2,671	
6	Additional FlowWork Sites - Set Up (Flow Meter or Rain Gauge)	4	1	\$ 245	\$ 980	4	1	\$ 245	\$ 980	
7	Hosting Additional FlowWork Sites - Monthly (Flow Meter or Rain Gauge)	8	12	\$ 55	\$ 5,280	12	12	\$ 55	\$ 7,920	
8	Additional Area Velocity Probe Installation	4	1	\$ 225	\$ 900	4	1	\$ 225	\$ 900	
9	Additional Area Velocity Probe Monthly Fees	4	12	\$ 175	\$ 8,400	4	12	\$ 175	\$ 8,400	
10	Install (\$850), Remove (\$400) Flow Monitoring Station	8	1	\$ 1,250	\$ 10,000	10	1	\$ 1,250	\$ 12,500	
11	HDR Sites - Maintain & Report Wireless Flow Meters for Hydraulic Model Calibration and Pipe Capacity in Selected Trunks and Interceptors. No Redundancy, Radar, or Rain Gauges in the Task. Installs billed at original install fee of \$750 pr/site	10	6	\$ 1,075	\$ 64,500	4	12	\$ 1,075	\$ 51,600	
12	isohyetal rain tool - Setup \$2,200, Monthly access \$110	1	12	\$ 110	\$ 3,520	1	12	\$ 110	\$ 1,320	
					<b>2013 Monitoring Subtotal: \$ 196,349</b>					
					<b>2014 Monitoring Subtotal: \$ 179,939</b>					

**TOTAL MONITOR PROGRAM 2-YR \$ 376,288**