



STAFF REPORT

SAUSALITO CITY COUNCIL

AGENDA TITLE

Award of Professional Services Contract to AEW Engineering, Inc. for Environmental Consulting Services for the Public Safety Facilities Project

RECOMMENDED MOTION

Adopt a Resolution of the City Council of the City of Sausalito Awarding a Professional Services Agreement to and Authorizing the City Manager to Execute a Professional Services Agreement with AEW Engineering, Inc. for Environmental Consulting Services Associated with the Public Safety Facilities Project

SUMMARY:

As Council is aware, three underground former fuel storage tanks were discovered in the early stages of excavation for the new Fire Station. In addition to the contract services necessary for removal and disposition of the tanks and their contents, as well as soils affected by petroleum hydrocarbons, the City is required to comply with Marin County Environmental Health and California Water Resources Control Board, San Francisco Bay Region ("Water Board") regulations for soil and groundwater testing – services that have been performed well and responsively by AEW Engineering, Inc., originally a subconsultant to the tank removal contractor. Because of the need for continued compliance with Water Board regulations, and given AEW's demonstrated level of experience, competence, staffing and other professional qualifications necessary for more than a satisfactory performance of the services required Staff recommends that Council award a professional services contract to AEW Engineering, Inc. to de-couple this work from Public Safety Facilities construction, provide for more direct coordination between the City Attorney, other Staff and the consultant, and eliminate contract mark-up on AEW's fees. The budget proposed (which includes a significant level of effort already expended) is \$25,000, for which adequate bond funding is available in the approved project budget.

BACKGROUND

On Friday, October 31, 2008 at its Special Meeting, the City Council authorized Staff to enter into agreements for tank removal and soils investigations up to certain designated amounts. AEW Engineering, Inc. was hired, based on its relationship with the tank removal contractor, to collect samples, coordinate with relevant regulatory agencies, arrange for certified laboratory testing of samples collected, and interpret the results.

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Meeting Date: 1/13/2009
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During the course of the discovery, removal and disposition process for the former underground petroleum tanks, contents and affected soils, AEW Engineering, Inc. has demonstrated an adequate level of experience, competence, staffing and other professional qualifications. Because continued compliance with Marin County and Water Board regulations requires services beyond those necessary for simple disposition of the tanks and affected soils, and because better communication and less cost will result, Staff has solicited and AEW has provided a proposal for said services including a scope of work, schedule and budget and associated terms and conditions. The City Attorney has reviewed and approved the form of the agreement.

Because the proposed services fall within the definition of "Professional Services" set forth in section 3.30.020 of the Sausalito Municipal Code (SMC) – which specifically includes engineering services – it is not necessary to comply with either formal or informal bidding procedures with respect to award of the contract. The requirements of SMC Article 4, sections 3.30.500 *et seq.* have been met.

ISSUES

None identified. The proposed professional services will not have an adverse effect on the environment and are being performed to comply with regulatory agency requirements.

FISCAL IMPACT

The funding requested is \$25,000. Said funding is available in the adopted General Fund budget, account number 141-180-5000-000 Public Safety Buildings Other Services. As of December 15, 2008, \$25,000 was available and unencumbered in that account. SMC section 3.30.520 requires Council approval for any professional services contract exceeding \$15,000.

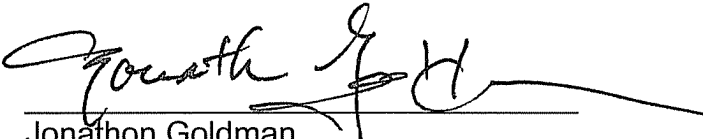
STAFF RECOMMENDATION

Adopt Resolution ____ awarding a professional services contract to and authorizing the City Manager to execute an agreement with AEW Engineering, Inc. for Environmental Consulting Services associated with the Public Safety Facilities Project.

ATTACHMENTS

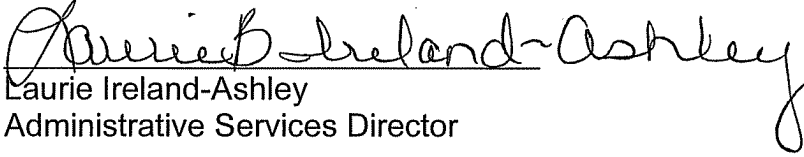
1. Resolution ____ Awarding a Professional Services Contract to and Authorizing the City Manager to Execute an Agreement with AEW Engineering, Inc. for Environmental Consulting Services Associated with the Public Safety Facilities Project

PREPARED BY:

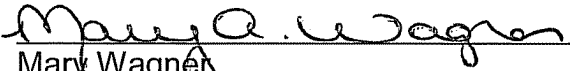


Jonathon Goldman
Director of Public Works

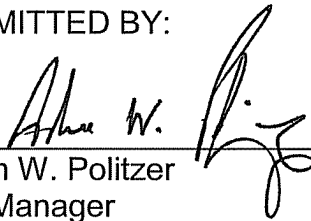
REVIEWED BY:


Laurie Ireland-Ashley
Administrative Services Director

REVIEWED BY:

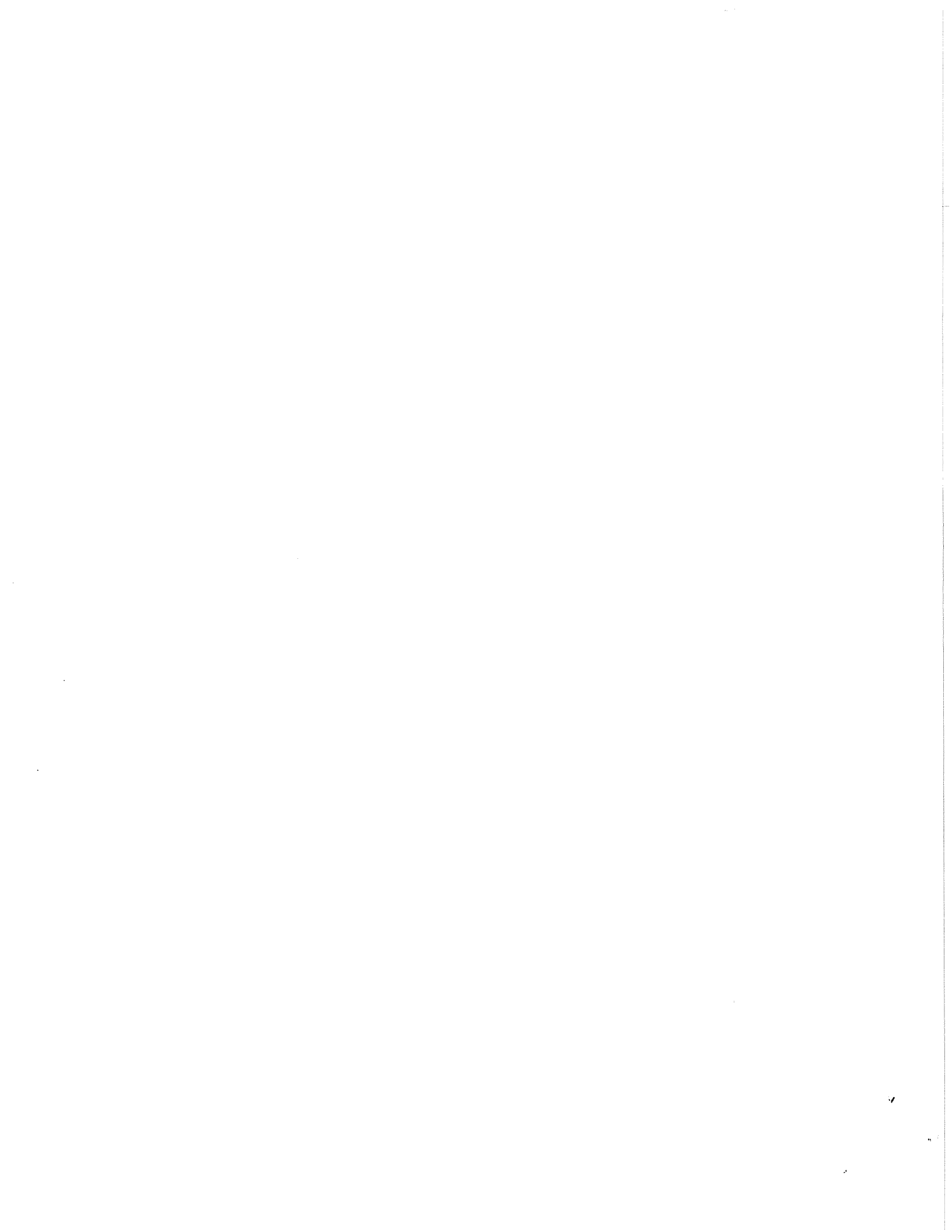

Mary Wagner
City Attorney

SUBMITTED BY:


Adam W. Politzer
City Manager

[PSA AEW Engineering]

ATTACHMENTS 1



RESOLUTION No. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO AWARDING
A PROFESSIONAL SERVICES CONTRACT TO AND AUTHORIZING THE CITY
MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH AEW
ENGINEERING, INC. FOR ENVIRONMENTAL CONSULTING SERVICES
ASSOCIATED WITH THE PUBLIC SAFETY FACILITIES PROJECT.**

WHEREAS, with action of June 24, 2008 the City Council adopted the 2008-2009 Annual Budget which includes (on page 159) funding to construct the Public Safety Facilities, and

WHEREAS, the City Attorney, Director of Public Works and the City's consulting construction manager have identified the need for specialized environmental regulatory compliance consulting services based on the discovery of and need for expeditious and proper investigation and disposition of former underground storage tanks and affected soils, and

WHEREAS, such services will not have any adverse environmental impact and are required by the County of Marin Certified Unified Programs Agency (CUPA) and the California State Water Resources Control Board, San Francisco Bay Region, and

WHEREAS, in conformance with Article 4, Section 3.30.500 *et seq.* of the Sausalito Municipal Code the Director of Public Works has determined that AEW Engineering, Inc. has the level of experience, competence, staffing and other professional qualifications necessary for more than a satisfactory performance of the services required, and

WHEREAS, the City requested, received and has evaluated a detailed proposal for such services including a detailed scope of services, schedule and budget, as well as acceptable terms and conditions for performance of said services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sausalito:

1. Awards a Professional Services Agreement to AEW Engineering, Inc. for the services described in the attached Agreement with a time and expense reimbursable budget of \$25,000 which shall not be exceeded without express approval.
2. Authorizes the City Manager to execute the attached Professional Services Agreement on behalf of the City.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Sausalito on the 13th day of January, 2009 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSTAIN: Councilmembers:
ABSENT: Councilmembers:

MAYOR OF THE CITY OF SAUSALITO

ATTEST:

DEPUTY CITY CLERK

CITY OF SAUSALITO
PROFESSIONAL/CONSULTING SERVICES AGREEMENT

This **PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Agreement") is made and entered into this 13th day of January, 2009, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and **AEW Engineering, Inc.** (hereinafter "Consultant").

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

Section 1. Scope of Work

Consultant shall provide City with the services described in Exhibit A which is attached hereto and incorporated herein by this reference as though set forth in full.

The duties and services required of Consultant under this Agreement and pursuant to this Section 1 are referred to throughout the remainder of this Agreement as "the Work."

Section 2. Responsible Individual. The individual directly responsible for the performance of the duties of Consultant is **Dr. Kenneth Leung, Principal**. Consultant represents and warrants that the execution of this Agreement has been approved by Consultant and that person executing this Agreement on behalf of Consultant has the full authority to do so.

Section 3. Work Schedule.

Consultant shall be available to work as many hours as required to complete the Work immediately upon receipt of the signed Agreement from the City and shall complete each task in a timely manner as specified. Consultant shall not be held responsible for delays caused beyond its reasonable control.

Section 4. Compensation.

In consideration of the performance of the Work described in Section 1 pursuant to the schedule set forth in Section 3, Consultant shall be compensated on a time and materials reimbursement basis against a budget amount not to exceed **TWENTY-FIVE THOUSAND DOLLARS (\$25,000)** which shall not be exceeded without subsequent authorization as provided for below. Consultant shall not charge City for any administrative expenses or overhead, including without limitation, facsimile and other/or any other expenses incurred by Consultant in connection with Consultant's provision of the Work, except for an amount not to exceed **TEN THOUSAND DOLLARS (\$10,000)** for direct costs as identified in Exhibit A and included in the \$25,000 budget authorized herein. Consultant acknowledges and agrees that the compensation to be paid to Consultant under this Section 4 represents the full amount due and owing to Consultant in connection with performance of the Work.

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Section 5. Amendments.

In the event City desires to retain Consultant for the performance of additional services, or wishes to delete any services in connection with this Agreement, specifications of such changes and adjustments to compensation due Consultant therefore shall be made only by written and signed amendment to this Agreement.

Section 6. Independent Contractor - Subcontractors.

It is specifically understood and agreed that in the making and performance of this Agreement, Consultant is an independent contractor and is not and shall not be construed to be an employee, common law employee, agent or servant of City. The consultant shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. Consultant acknowledges and agrees that he/she is not entitled to the benefits of civil service status and/or the rights and privileges enjoyed by civil service employees and Consultant hereby waives any and all claims to such rights and/or privileges.

Section 7. Consultant's Responsibility.

It is understood and agreed that Consultant has the professional skills necessary to perform the Work, and that City relies upon the professional skills of the Consultant to do and perform the Work in a skillful and professional manner in accordance with the standards of the profession. Consultant thus agrees to so perform the Work.

Acceptance by City of the Work, or any of it, does not operate as a release of the Consultant from such professional responsibility. It is further understood and agreed that Consultant has reviewed in detail the scope of the work to be performed under this Agreement and agrees that in his professional judgment, the Work can and shall be completed for a fee within the amounts set forth in Section 3 of this Agreement.

Section 8. Hold Harmless and Indemnification.

Consultant shall indemnify, defend and save City, its officers, elected and appointed officials, employees, contractors and agents harmless from and against any and all liability, claims, suits, actions, damages and/or causes of action of any kind arising out of any bodily injury, personal injury, property damage or in violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of Consultant, or on account of the performance or character of the Work or otherwise related to its performance of this Agreement to the extent that any such liability, claims, suits, actions, damages and/or causes of action arises out of the intentional, negligent or willful misconduct of the Consultant.

Section 9. Insurance.

Consultant shall take out and maintain during the life of the Contract: (a) Comprehensive General Liability and Automobile Liability insurance in an amount not less than \$1,000,000 combined single limit applying to bodily injury, personal injury and property damage; (b) professional liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.

The liability policy(ies) are to contain, or be endorsed to contain, the following provisions:

The City, its officers, elected and appointed officials, employees, contractors and agents must be named as a Named Insured under the coverage afforded with respect to the work being performed under the Agreement.

Section 10. Nondiscrimination.

There shall be no discrimination against any employee who is employed in the Work, or against any applicant for such employment because of race, religion, color, sex or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 11. City Personnel Conflict of Interest.

No officers, member, or employee of City and no member of the governing body of City who exercises any functions or responsibilities in the review, approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which she is, directly or indirectly interested; nor shall any such officer, member or employee of City have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 12. Consultant Conflict of Interest.

Consultant covenants that she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. Consultant further covenants that in the performance of this Agreement, no persons having any such interest shall be employed.

Section 13. Assignment.

Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of City.

Section 14. Ownership of Documents.

Consultant agrees that all documents produced in the performance of this Agreement shall be the sole property of the City including all rights therein of whatever kind and whether arising from common or civil law or equity. The Work shall be used solely for the project for which it was originally intended.

Section 15. Termination.

City may terminate this Agreement at any time without reason stated or required by giving written notice of the same and specifying the effective date thereof, at least seven calendar days before the effective date of such termination. If the Agreement is terminated by City as provided herein, Consultant shall be paid for all effort and material expended on behalf of the Work under the terms of this Agreement, less any charges against Consultant as otherwise provided herein, up to the effective date of termination, except that upon notification of such termination, Consultant shall immediately cease to undertake any duties under the Agreement not yet underway, and shall limit its further activities up to the effective date of termination to those duties necessary to wind up work then underway.

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In Witness Whereof, City and Consultant have executed this Agreement as of the date first written above.

City of Sausalito

Consultant

By: Adam Politzer
Its: City Manager

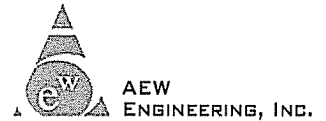
By: _____
Its: _____

approved as to form:

Mary Anne Wagner
City Attorney

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EXHIBIT A
SCOPE OF WORK



AEW
ENGINEERING, INC.

55 New Montgomery Street
Suite 722
San Francisco, CA 94105
Tel: 415.495.8400
Fax: 415.358.5598

November 28, 2008

Transmitted via eMail

Mr. Loren Umbertis
Swinerton Incorporated
260 Townsend Street
San Francisco, CA 94107

**SUBJECT: EXCAVATION CONFIRMATION SOIL SAMPLING AND IN SITU GROUNDWATER SAMPLING
333 JOHNSON STREET, SAUSALITO, CA
(P2008-054)**

Dear Mr. Pederson:

AEW Engineering, Inc. (AEW) is pleased to submit this proposal to Swinerton Incorporated (Swinerton) for providing environmental services to conduct excavation confirmation soil sampling and in situ groundwater sampling at 333 Johnson Street, Sausalito, California. Details of our proposed scope of work and budget are presented below.

PROPOSED SCOPE OF WORK

Task 1A –Excavation and Confirmation Soil Sampling (Proposed Budget: \$4,930). In this task, AEW will collect samples in accordance with the following work items:

- Oversee excavation of visually contaminated soil to top of groundwater table; and
- Perform sidewall and tank bottom soil confirmation sampling and analyses.

This proposed rate is prepared based on the following assumptions:

- AEW will submit samples to the laboratory for the following chemical analyses:
 - 7 samples for total petroleum hydrocarbons (TPH) as gasoline, benzene, toluene, ethyl benzene, and xylenes (BTEX), and methyl tert butyl ether (MtBE) (6 samples for 24 hour turnaround time and 1 sample for 48 hour turnaround time);
 - 5 samples for TPH as diesel and TPH as motor oil with silica gel cleanup (1 sample for 48 hour turnaround time and 4 samples for normal turnaround time);
 - 5 samples for semi volatile organic compounds (SVOCs) (1 sample for 48 hour turnaround time and 4 samples for normal turnaround time);
 - 1 sample for Title 22 – 17 Metals (1 sample for 48 hour turnaround time);
 - 4 samples for Leaking Underground Fuel Tank Metals (LUFT 5 Metals) (4 samples for normal turnaround time);

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- 1 sample for Soluble Threshold Limits Concentrations (STLC) if necessary for waste disposal classification. (The analysis portion will be one day turnaround plus 48 hours of leaching procedure); and
 - 1 sample for Toxicity Characteristic Leaching Procedure (TCLP) if necessary for waste disposal classification.
- Two days of soil excavation oversight.

Task 1B –Additional Excavation and Confirmation Soil Sampling (Proposed Budget: \$1,189). In this task, AEW will collect samples in accordance with the following work items:

- Oversee additional excavation of visually contaminated soil to top of groundwater table; and
- Perform sidewall soil confirmation sampling and analyses.

This proposed rate is prepared based on the following assumptions:


- AEW will submit samples to the laboratory for the following chemical analyses:
 - 1 sample for total petroleum hydrocarbons (TPH) as gasoline, benzene, toluene, ethyl benzene, and xylenes (BTEX), and methyl tert butyl ether (MtBE) (1 sample for 24 hour turnaround time);
 - 1 sample for TPH as diesel and TPH as motor oil with silica gel cleanup (1 sample for normal turnaround time);
 - 1 sample for Leaking Underground Fuel Tank Metals (LUFT 5 Metals) (1 sample for normal turnaround time);
- One day of soil excavation oversight.

Task 2 – Groundwater Sampling (Proposed Budget: \$9,037). In this task, AEW will conduct in situ groundwater sampling in accordance with the following work items:

- Obtain an soil boring permit with County of Marin Environmental Health Services (CMEHS);
- Perform a private utility clearance to identify all utilities within the proposed work area;
- Collect groundwater samples utilizing hydropunch technology. Anticipated groundwater is at approximately 7 to 8 feet below ground surface (bgs); and

This proposed rate is prepared based on the following assumptions:

- AEW will submit samples to the laboratory on a normal one-week turnaround time for the following chemical analyses:
 - 5 samples for TPH as gasoline, BTEX, and MtBE;
 - 5 samples for TPH as diesel and motor oil with silica gel cleanup;
 - 2 samples for SVOCs;
 - 5 samples for LUFT 5 Metals; and
 - 5 samples for 5 oxygenates, ethylene dibromide, and 1,2-dichloroethane.
- One day of hydropunch drilling.

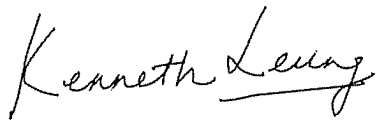
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Task 3 – Reporting (Proposed Budget: \$2,932). In this task, AEW, upon completion of excavation confirmation sampling and in situ groundwater sampling will incorporate the results into the underground storage tank removal report. The report will summarize activities conducted at the site, analytical results, and recommendations and conclusions based on the analytical results. A total of two versions (draft and final) of the report will be prepared.

Task 4 – Regulatory Meeting (Proposed Budget: \$586). In this task, AEW will attend meeting with the regulatory agency (Regional Water Quality Control Board [RWQCB]) overseeing the project. Upon request from CES, AEW will attend one one-hour project meeting. For budgetary purposes, each meeting will be attended by two AEW personnel.

AEW would like to propose to complete the above scope of work on a time and materials budget of \$18,674. AEW would like to thank you for the opportunity to provide this proposal to Swinerton. Please feel free to call us at (415) 495-8400 or email me at kleung@aewengineering.com for any questions or requiring additional information.


Sincerely yours,



Kenneth P. Leung, Ph.D., P.E., REA
Principal

KPL/by

cc: Proposal File

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AEW ENGINEERING, INC.



Date: 11/28/2008

Client: Controlled Environmental Services

Proposal: Confirmation Soil Sampling and Hydropunch Groundwater Investigation

Proposal No: P2008-054

<i>Task No.</i>	<i>Task Description</i>	<i>Total Labor Cost</i>	<i>Total ODCs Cost</i>	<i>Total Cost</i>
1A	Excavation and Confirmation Soil Sampling	\$2,006.00	\$2,923.79	\$4,929.79
1B	Additional Excavation and Soil Sampling	\$930.00	\$258.79	\$1,188.79
2	Groundwater (Hydropunch) Sampling	\$2,544.00	\$6,493.10	\$9,037.10
3	Reporting	\$2,932.00	\$0.00	\$2,932.00
4	Regulatory Meeting	\$586.00	\$0.00	\$586.00
TOTAL		\$8,998.00	\$9,675.68	\$18,673.68

Notes/Assumptions:

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Date: 11/28/2008
Client: Controlled Environmental Services
Proposal: Confirmation Soil Sampling and Hydropunch Groundwater Investigation
Proposal No: P2008-054



Task No. 1A
Task Title: Excavation and Confirmation Soil Sampling

<i>Item Description</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Quantity</i>	<i>Total</i>
Labor				
Professional				
Principal	Hour	\$146.00	3	\$438.00
Project Engineer	Hour	\$98.00	16	\$1,568.00
Total Labor Cost				\$2,006.00
Other Direct Costs				
Mileage	Mile	\$0.41	118	\$47.79
Subcontractor Cost				
TPH-Gasoline	Each	\$100.00	7	\$700.00
TPH-Diesel and Motor Oil	Each	\$100.00	5	\$500.00
Semi-Volatile Organic Compounds (48 hr TAT)	Each	\$297.00	1	\$297.00
Semi-Volatile Organic Compounds (Std hr TAT)	Each	\$198.00	4	\$792.00
CAM 17 Metals	Each	\$182.00	1	\$182.00
WET Extraction	Each	\$75.00	1	\$75.00
LUFT 5 Metals	Each	\$55.00	4	\$220.00
TCLP Extraction	Each	\$110.00	1	\$110.00
Total Other Direct Costs				\$2,923.79
Total Task Cost				\$4,929.79

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Date: 11/28/2008
Client: Controlled Environmental Services
Proposal: Confirmation Soil Sampling and Hydropunch Groundwater Investigation
Proposal No: P2008-054

Task No. 1B
Task Title: Additional Excavation and Soil Sampling

<i>Item Description</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Quantity</i>	<i>Total</i>
Labor				
Professional				
Principal	Hour	\$146.00	1	\$146.00
Project Engineer	Hour	\$98.00	8	\$784.00
Total Labor Cost				\$930.00
Other Direct Costs				
Mileage	Mile	\$0.41	118	\$47.79
Subcontractor Cost				
TPH-Gasoline	Each	\$100.00	1	\$100.00
TPH-Diesel and Motor Oil	Each	\$50.00	1	\$50.00
LUFT 5 Metals	Each	\$55.00	1	\$55.00
Silica Gel Cleanup for TPH	Each	\$6.00	1	\$6.00
Total Other Direct Costs				\$258.79
Total Task Cost				\$1,188.79

Notes/Assumptions:

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Date: 11/28/2008
Client: Controlled Environmental Services
Proposal: Confirmation Soil Sampling and Hydropunch Groundwater Investigation
Proposal No: P2008-054

Task No. 2
Task Title: Groundwater (Hydropunch) Sampling

<i>Item Description</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Quantity</i>	<i>Total</i>
Labor				
Professional				
Principal	Hour	\$146.00	4	\$584.00
Project Engineer	Hour	\$98.00	20	\$1,960.00
Total Labor Cost				\$2,544.00
Other Direct Costs				
Mileage	Mile	\$0.41	20	\$8.10
Subcontractor Cost				
TPH-Gasoline	Each	\$50.00	5	\$250.00
TPH-Diesel and Motor Oil	Each	\$50.00	5	\$250.00
Semi-Volatile Organic Compounds	Each	\$198.00	2	\$396.00
LUFT 5 Metals	Each	\$55.00	5	\$275.00
Silica Gel Cleanup for TPH	Each	\$6.00	5	\$30.00
Oxygenates + EDB + EDC	Each	\$99.00	5	\$495.00
Soil Boring Permit	Each	\$851.00	1	\$851.00
Utility Clearance	Each	\$528.00	1	\$528.00
Drilling - Hydropunch Sampling	Each	\$2,860.00	1	\$2,860.00
Health and Safety Plan	Each	\$550.00	1	\$550.00
Total Other Direct Costs				\$6,493.10
Total Task Cost				\$9,037.10

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Date: 11/28/2008
Client: Controlled Environmental Services
Proposal: Confirmation Soil Sampling and Hydropunch Groundwater Investigation
Proposal No: P2008-054

Task No. 3
Task Title: Reporting

<i>Item Description</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Quantity</i>	<i>Total</i>
Labor				
Professional				
Principal	Hour	\$146.00	4	\$584.00
Project Engineer	Hour	\$98.00	22	\$2,156.00
Clerical/Administrative				
Clerical	Hour	\$48.00	4	\$192.00
		Total Labor Cost		\$2,932.00
		Total Task Cost		\$2,932.00

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Date: 11/28/2008
Client: Controlled Environmental Services
Proposal: Confirmation Soil Sampling and Hydropunch Groundwater Investigation
Proposal No: P2008-054

Task No. 4
Task Title: Regulatory Meeting

<i>Item Description</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Quantity</i>	<i>Total</i>
Labor				
Professional				
Principal	Hour	\$146.00	2	\$292.00
Project Engineer	Hour	\$98.00	3	\$294.00
Total Labor Cost				\$586.00
Total Task Cost				\$586.00

Notes/Assumptions:

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