



STAFF REPORT

SAUSALITO CITY COUNCIL

AGENDA TITLE:

Sausalito Yacht Harbor Bulkhead – Authorization to amend agreement with Noble Consultants to enable plan revisions.

RECOMMENDED MOTION:

Adopt a Resolution approving First Amendment to Professional Services Agreement with Noble Consultants.

SUMMARY

The bulkhead at Sausalito Yacht Harbor is seriously deteriorated. An effort was begun to replace the timber bulkhead with a steel sheet pile bulkhead. Noble Consultants was hired in 2000 to prepare plans and specifications for this work. A steel sheet pile system was designed. Bids were solicited based on plans completed in 2003. The low bid proposal was approximately \$150,000 (approximately 10%) over budget. All bids were rejected. In the meantime the timber bulkhead continues to deteriorate.

Representatives of Sausalito Yacht Harbor have met with the OMIT committee a number of times to discuss Bulkhead replacement. In March of 2008, the Council authorized funds to revise plans to detail a reinforced concrete panel bulkhead system. The next step is to update permits and the construction estimate. Sausalito Yacht Harbor has agreed to fund one half of the costs to revise the plans, the fee costs to reactivate permits, and the fee costs to obtain a cost estimate. Noble Consultants submitted a proposal to prepare permit application and update the estimate. The cost for this proposal is \$9,000 (city costs of \$4,500). This brings the total cost of services provided by Noble to be \$102,800. \$87,900 is obligated to the City and \$14,900 is obligated to Sausalito Yacht Harbor.

Pursuant to the Chapter 3.30 of the Sausalito Municipal Code, Purchase of Supplies, Equipment and Services and Procedures for Public Works Projects, the City Council must approve purchases with costs greater than \$15,000. Marine Engineering Services are needed to advance the project.

The OMIT Committee is recommending that the Council consider current Noble Consultants proposal to services to prepare permit applications and for a revised

estimate. Staff is seeking authorization to continue the efforts. Funding for the City portion of the cost is proposed to come from Tideland Fund Reserves.

BACKGROUND

The Bulkhead (a.k.a. sea wall) within the Sausalito Yacht Harbor marina (SYH) is located in City owned tidelands right-of-way. Sausalito Yacht Harbor leases these lands from the City.

The Bulkhead stabilizes soils that form Spinnaker Point. The existing timber bulkhead has rotted away in the Tidal Zone. Without the bulkhead there are fears that Bay currents and tides will erode the land mass. Replacement of the Bulkhead is needed to preserve existing land form.

Plans for a steel sheet pile were prepared for the City by Noble Consultants between 2000 and 2004. Bids were solicited to construct the project in 2004. These bids were rejected because the bids exceeded budgeted resources. Since that time SYH has met with the City to affect needed repairs. No action was taken due to financial resource limitations.

Day to day management of the Sausalito Yacht Harbor changed from Herb Madden to Jim Madden in 2007. Jim Madden requested that the plans be revised to create a concrete panel bulkhead instead of the original steel sheet pile design. SYH provided one half of the funds for the redesign. The plans were essentially completed in December of 2008. Noble submitted a proposal of \$9,000 to prepare permit applications and to revise the construction cost estimate as staff has had insufficient time to advance this work.

ISSUES

Pursuant to the Chapter 3.30 of the Sausalito Municipal Code, Purchase of Supplies, Equipment and Services and Procedures for Public Works Projects, the City Council must approve purchases with costs greater than \$15,000. Marine Engineering Services are needed to prepare the permit applications and cost estimate. The cost for this effort is \$9,000 however the total cost of the work totals \$102,800.

This work will get the revised plans to the Construction phase. It will also enable in-depth consideration of the construction costs. Finally, it is expected to enable the City and SYH to engage in future discussion regarding the funding of the construction.

Staff suggests that the proposal be authorized as an amendment to the October 11, 2000 agreement the City executed with Noble Consultants for the original design (for \$56,000). The requested action before you is to approve a First Amendment to Professional Services Agreement which includes the expenditure authorization before you of \$9,000 and formalizes the previously approved authorization of \$20,800 for

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Change Order 2. Change Order 1, for \$17,000 for electrical and mechanical engineering revisions, was also previously issued in October of 2002.

FISCAL IMPACT

If the Council approves the current request, the full authorized costs to Noble Consultants is as follows:

Original Contract:	\$56,000 (Marine Engineering Design Services)
Change Order No.1	\$17,000 (Electrical and Mechanical Design)
Change Order No. 2	\$20,800 (Revisions for Concrete Panel Bulkhead)
Amendment No. 1	\$ 9,000 (Permit Application and Estimate)
Total	\$102,800

The proposed work is not explicitly identified in the 2009 Sausalito Budget. The project also is not programmed in the 2007-2016 Capital Improvement Plan though it is an identified as an unfunded project. The work is totally within the Tidelands. Should the Council believe that the requested action has merit staff recommends that the Council appropriate revenues in the Tideland Fund for the City's 50 percent portion of the costs. No General Fund amounts should be used for this work.

Staff has attached a resolution to formally memorialize the requested action. A requisition is not attached due to the uncertainty of this item.

STAFF RECOMMENDATIONS

Staff Recommends Council Adopt Resolution Number ____-09, authorizing the City Manager to a execute contract amendment with Noble Consultants.

ATTACHMENTS

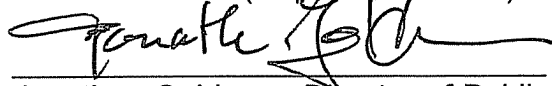
Resolution
Agreement Amendment (w/Revision Proposal)
10/11/2000 Contract
Previous Change Order documents with earlier accounting reports

PREPARED BY:



Todd Teachout, City Engineer

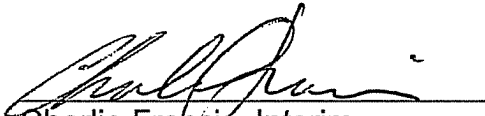
REVIEWED BY (Department Head):



Jonathon Goldman, Director of Public Works

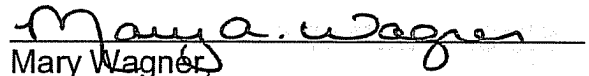
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REVIEWED BY:



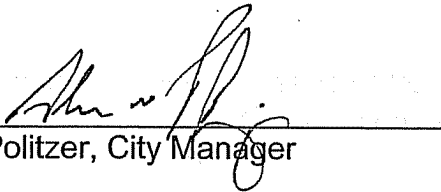
Charlie Francis, Interim
Finance Director

REVIEWED BY:



Mary Wagner,
City Attorney

SUBMITTED BY:



Adam Politzer, City Manager

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RESOLUTION ___-09

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO APPROVING FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH NOBLE CONSULTANTS TO REVISE SAUSALITO YACHT HARBOR BULKHEAD

WHEREAS, the City owned Bulkhead along the northern waterfront of Spinnaker Point and also within Sausalito Yacht Harbor Marina is severely deteriorated, and

WHEREAS, plans to undertake construction work on the Bulkhead had been prepared for the City by Noble Consultants, and

WHEREAS, plans were revised to enable bids in alternative materials, and

WHEREAS, professional services are necessary to prepare permit documents and cost estimate revisions for the revised plans, and

WHEREAS, pursuant to purchasing procedures described in Chapter 3.30 of the Sausalito Municipal Code the City Council must authorize expenditures greater than \$15,000, and

WHEREAS, and contract Change Order No. 2 was approved by the City Council on March 25, 2008 to revise plans for a cost of \$20,800, and

WHEREAS, a Budget appropriation of \$20,800 from the Tidelands Fund also needs to be authorized; and

WHEREAS, a new proposal from Noble Consultants was submitted to prepare permit application documents for a cost of \$5,000 and a cost estimate for a cost of \$4,000, and

WHEREAS, the work is structured as Amendment No. 1, and

WHEREAS, the original contract was previously approved for \$56,000 and change order No. 1 was previously approved for \$17,000 and change order No. 2 was previously approved for \$20,800.

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

1. Approves the continued services of Noble Consultants.
2. Authorizes the City Manager to execute the contract amendment on behalf of the City for new services not to exceed \$9,000.
3. Authorizes the appropriation of Tidelands Fund reserves for professional services for previously approved plan revision work (\$20,800), and for Permit Application Preparation (\$5,000), and Cost Estimate (\$4,000) work.

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

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Mayor, City of Sausalito

ATTEST:

City Clerk

City Clerk

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This **FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES** (this "First Amendment") is made and entered into this 24th day of March, 2009, by and between the **CITY OF SAUSALITO**, (hereinafter "City") on one hand, and **NOBLE CONSULTANTS** (hereinafter referred to as "Noble") on the other.

RECITALS

The following Recitals are a substantive part of this First Amendment:

- A. Parties entered into a Professional/Consulting Services Agreement dated as of October 11, 2000 (the "Agreement"). Pursuant to the Agreement, the Noble provides City with professional services to prepare assessment and design efforts to prepare construction plans and specifications for Sausalito Yacht Harbor Bulkhead.
- B. The Parties agreed to a Change Order No. 1 dated October 8, 2002 for electrical/mechanical/engineering design services for a cost of \$17,000.
- C. The parties agreed to a Change Order No. 2 approved March 25, 2008 for bulkhead redesign from steel sheet pile to concrete panel for a cost not to exceed \$20,800.
- D. The parties desire to enter into this First Amendment for permit document preparation (\$5,000) and construction estimate preparation (\$4,000) for a cost not to exceed \$9,000.

WITNESSETH:

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

1. Section 3 of the Agreement is hereby amended to increase Noble's total authorized budget under COMPENSATION to \$102,800. The incremental budget for permit documents and construction estimate preparation this First Amendment is \$9,000. The City of Sausalito's incremental budget authorized with the Professional Services Agreement with Noble \$56,000, originally. The incremental budget authorized under the Change Order No. 1 was \$17,000. Incremental Budget authorized under the Change Order No. 2 was \$20,800.
2. The additional services under this First Amendment are described in Exhibit A.
3. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect. In the event of any inconsistency between the Agreement, and this First Amendment, the terms of this First Amendment shall control.

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4. This First Amendment, change orders, and the Agreement contain the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified herein, no prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Third Amendment and the Agreement shall not be modified or altered except in writing signed by both parties.

IN WITNESS WHEREOF, Agencies and Noble have executed this First Amendment on the date first written above:

"CITY" – CITY OF SAUSALITO

"NOBLE"

By:

By:

Adam W. Politzer, City Manager

Scott M. Noble, P.E., Vice President

ATTEST:

Debbie Pagliaro, Deputy City Clerk

APPROVED AS TO FORM:

By:

Mary Anne Wagner, City Attorney

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Exhibit A

Extra Work Description

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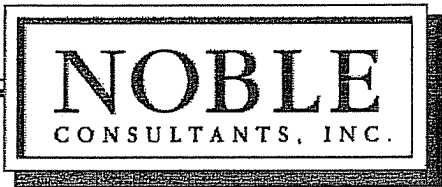
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February 5, 2009

714-12

Mr. Todd Teachout, P.E.
City Engineer
City of Sausalito
420 Litho Street
Sausalito, CA 94965

**Re: Sausalito Yacht Harbor Bulkhead
Proposal for Extra Work Engineering Services
Related to Permits and Cost Estimate**

Dear Mr. Teachout:

We are herein submitting our proposal for extra work related to the Sausalito Yacht Harbor Bulkhead project. The extra work is for Permitting Services (Task 5) and preparation of a Cost Estimate (Task 6). Tasks 1-4 are contained in the original authorization.

Task 5. Permitting. We will prepare the JARPA (Joint Aquatic Resource Permit Application) permit application for submittal to the U.S. Army Corps of Engineers (USACE), the San Francisco Bay Conservation and Development Commission (BCDC), and the California Regional Water Quality Control Board (RWQCB). We will meet with the agencies at the site, if required, and respond to questions and requests for additional information during the application processing time.

Estimated fee = \$5,000

Task 6. Construction Cost Estimate. We will prepare an Engineer's cost estimate for the project. The cost for all components except the utilities (mechanical, electrical, communication) will be prepared from scratch. The cost for the utilities will be updated from the estimate prepared in 2003 using construction cost indices.

Estimated fee = \$4,000

Deliverables will include:

1. JARPA permit applications for submittal to three agencies.
2. Engineer's cost estimate.

<input type="checkbox"/> NOVATO	359 BEL MARIN KEYS BLVD., SUITE 9, NOVATO, CA 94949-5637	(415) 884-0727	FAX (415) 884-0735
<input type="checkbox"/> IRVINE	2201 DUPONT DR., SUITE 620, IRVINE, CA 9261-7509	(949) 752-1530	FAX (949) 752-8381
<input type="checkbox"/> SAN DIEGO	P.O. BOX 231531, ENCINITAS, CA 92023-1531	(760) 715-8537	

<http://www.nobleconsultants.com>

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NOBLE CONSULTANTS, INC.

Mr. Todd Teachout
City of Sausalito
Sausalito Yacht Harbor Bulkhead-Proposal for Extra Work Engineering Services

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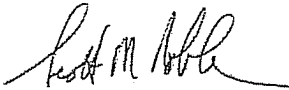
We will provide completed applications within one week of receiving notice to proceed. We will attempt to have the cost estimate completed at the same time, however this may take an additional week depending on staff schedules.

The total fee to perform the work described above is estimated at \$9,000. Invoices will be billed based on the attached Schedule of Charges.

We appreciate the opportunity to assist you with this project. If you have any questions, please call.

Sincerely,

NOBLE CONSULTANTS, INC.

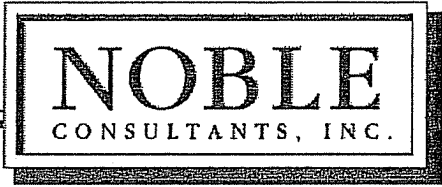


Scott M. Noble, P.E.
Vice President

Attach: Schedule of Charges, June 2008

Cc: Mr. Jim Madden, Sausalito Yacht Harbor

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SCHEDULE OF CHARGES

Labor* (per hour)

Senior Principal Engineer	\$280	Senior Survey Engineer	\$135
Principal Engineer	234	Staff Engineer III	132
Associate Engineer II	206	Staff Engineer II	128
Associate Engineer I	192	Staff Engineer I	115
Senior Structural Engineer II	178	Surveyor II	110
Senior Structural Engineer I	166	Surveyor I	98
Senior Engineer II	178	Senior Construction Inspector	106
Senior Engineer I	166	CADD Designer/Operator	106
Structural Engineer	156	Assistant Engineer	102
Project Engineer II	146	Construction Inspector	98
Project Engineer I	136	Technician	84
Construction Manager	142	Word Processing / Clerical	76
Construction Cost Estimator	135		

* Depositions, mediations, arbitrations, and court appearance labor is two times the rate shown and billed in 1/2-day increments.

Reimbursable Expenses**

In-house

Survey Vessel	\$300 per day	CADD Plots	\$2.00 per page
RTK-DGPS Surveying	375 per day	Imagenex Profiling Sonar	375 per day
Locus DGPS Surveying	275 per day	Imagenex Side Scan Sonar	375 per day
DGPS Navigation System	375 per day	Sparker Sub-bottom Profiler	400 per day
Gyro	25 per day	Uniboom Sub-bottom Profiler	350 per day
Motion Compensator	200 per day	3.5 Tuned Transducer System	250 per day
Precision Depth Sounder	75 per day	Marine Magnetometer	200 per day
Tide Gage	75 per day	Underwater Video System	125 per day
Theodolite/Total Station	150 per day	Truck	100 per day
Radios	15 per day	Generator	50 per day
Photocopying	0.30 per page	Inspector Boat	100 per day
Color Photocopy (8-1/2x11)	1.00 per page	Automobile	1.00 per mile
Color Photocopy (11x17)	1.25 per page		

Out-of-Pocket

Travel, Subconsultants, Printing, Communication, etc.

** In-house at scheduled rate plus 15%. Out-of-pocket at cost plus 15%.

Invoices

Bills are due and payable on presentation. Interest at 1.5% per month (but not exceeding the maximum rate allowable by law) is payable on any amounts not paid within 30 days.

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RESOLUTION NO. 4946

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO
APPROVING CHANGE ORDER 2 TO FUND ENGINEERING SERVICES WITH NOBLE
CONSULTANTS TO REVISE SAUSALITO YACHT HARBOR BULKHEAD**

WHEREAS, the City owned Bulkhead along the northern waterfront of the Sausalito Yacht Harbor is severely deteriorated, and

WHEREAS, plans to undertake construction work on the Bulkhead had been prepared for the City by Noble Consultants, and

WHEREAS, it is desirable to revised plans to enable bids in alternative materials, and

WHEREAS, marine engineering services are necessary to revise project plans, and

WHEREAS, pursuant to purchasing procedures described in Chapter 3.30 of the Sausalito Municipal Code the City Council must authorize expenditures greater than \$15,000, and

WHEREAS, and contract amendment proposal to revised plans is estimated to cost \$20,800, and

WHEREAS, the work is structured as Change Order No, 2, and

WHEREAS, the original contract was previously approved for \$56,000 and change Order No. 1 was previously approved for \$17,000.

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

1. Approves the continued plan revision services of Noble Consultants.
2. Authorizes the City Manager to execute the contract amendment on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Sausalito at a regular meeting on March 25, 2008 by the following vote:

AYES:	Councilmembers:	Albritton, Kelly, Leone, Weiner, Mayor Belser
NOES:	Councilmembers:	none
ABSTAIN:	Councilmembers:	none
ABSENT:	Councilmembers:	none

Amy Belser

MAYOR OF THE CITY OF SAUSALITO

ATTEST:

Leanne Adams
DEPUTY CITY CLERK

CITY OF SAUSALITO CHANGE ORDER FORM

Purchase Order (PO) No. _____ Original Purchase Order Amount \$56,000

THERE IS NO
PO FOR
THIS AMT

Change Order No. 2 Change Order Amount \$20,800.00

Effective Date 1/18/08 Total for All Change Orders \$37,800.00

Description of and Justification for Change

Revise Plans, Specifications and Estimate for Sausalito Yacht Harbor Bulkhead. Current plans are for a steel sheet pile. Plan revisions are needed to enable new construction details and specifications for a bulkhead made of reinforced concrete panels.

Attach copy of original Purchase Order and supporting documents for the change.

No additional work should be authorized until Change Order is approved

Department/Division: Engineering Requested By: Todd Teachout

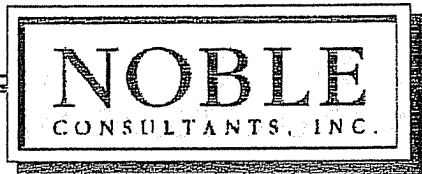
Department Head Signature: Todd Teachout Date 6/13/2008

City Manager Signature: [Signature] Date 6/25/2008

(Amount of Change Order plus all other Change Orders approved for the project cannot exceed 10% of the total amount of contract or \$10,000 whichever is less)

City Council Authorization: Amy Belsky Approval Date 3/25/2008

(Amount of Change Order plus all other Change Orders approved for the project which exceed 10% of the total amount of the contract or \$10,000 require approval of the City Council)



February 22, 2008
(Revised 3/11/08)

714-08

Mr. Todd Teachout
City Engineer
City of Sausalito
420 Litho Street
Sausalito, CA 94965

**Re: Sausalito Yacht Harbor Bulkhead
Proposal for Engineering Services
To Revise Plans & Specifications**

Dear Mr. Teachout:

We are herein submitting our proposal for engineering services to revise the plans that we previously submitted in 2004. The reason for the revisions is to change the structure from a steel sheet pile bulkhead to a concrete sheet pile bulkhead. Both of the systems require support through a tieback system. To complete the revisions we propose to perform the following tasks. These tasks are confined to the revised design. Additional work tasks will be required during construction.

Task 1. Engineering. We will perform the engineering on the concrete sheet piles, anticipated concrete cap with encased wale system, and on the concrete soldier pile system at the end of the breakwater. We will prepare details of all new connections. We will also have the geotechnical engineer (Settgast Geoen지니어ing) review and comment on the proposed changes in relation to geotechnical conditions and pile driving issues.

Estimated fee = \$5,800

Task 2. Drawing Revisions. We will revise the drawings to incorporate the new system and details, and will include required paving to raise the parking lot where it has subsided. This will involve changes to the base drawing to illustrate a concrete sheet pile bulkhead, changes to plan views and cross sections, and revisions to notes. We will provide a 100 percent complete set of the drawings for review by the City and Sausalito Yacht Harbor. We will meet to discuss any comments, and then make final revisions to the drawings. We assume that the utility plans still meet the needs of the City and Yacht Harbor, therefore no changes are anticipated for these sheets.

<input type="checkbox"/> NOVATO	359 BEL MARIN KEYS BLVD., SUITE 9, NOVATO, CA 94949-5637	(415) 884-0727	FAX (415) 884-0735
<input type="checkbox"/> IRVINE	2201 DUPONT DR., SUITE 620, IRVINE, CA 9261-7509	(949) 752-1530	FAX (949) 752-8381
<input type="checkbox"/> SAN DIEGO	P.O. BOX 231531, ENCINITAS, CA 92023-1531	(760) 715-8537	

<http://www.nobleconsultants.com>

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Estimated fee = \$7,500

- Task 3. Special Provision Revisions.** We will revise the special provisions to include the concrete sheet pile bulkhead. This will require a new specification section and revision to other sections that will remain. We will utilize specifications on a recently constructed project as a template for the new section. We anticipate that the specifications for the precast concrete sheet piles will be in the form of a performance specification, and that the fabricator will prepare the detailed design/shop drawings. A copy of the special provision sections of the specifications will be provided for review and comment. Changes based on comments will be made. We assume the City will compile the Special Provisions with other sections of the contract documents (Proposal, Contract, Standard Specifications, etc).

Estimated fee = \$5,000

- Task 4. Bid Assistance.** We will provide assistance during the bidding process. This will include attendance at a prebid meeting, response to questions, and review of the bids if requested. We have included \$1,000 worth of effort in this task for the electrical/mechanical engineer.

Estimated fee = \$2,500

Deliverables will include:

1. Two set of drawings and specifications for review and comment.
2. Two stamped and signed sets after revisions, if any, are made.
3. Electronic copies of the drawings (pdf format) and specifications (pdf and Word formats).

The total fee to perform the work described above is estimated at \$20,800. Invoices will be billed based on the attached Schedule of Charges.

NOBLE CONSULTANTS, INC.

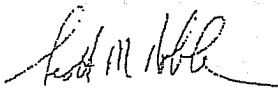
Mr. Todd Teachout
City of Sausalito
Sausalito Yacht Harbor Bulkhead-Proposal for Engineering Services

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February 22, 2008 (Rev 3/11/08)
Page 3

We appreciate the opportunity to assist you with this project. If you have any questions, please call.

Sincerely,

NOBLE CONSULTANTS, INC.



Scott M. Noble, P.E.
Vice President

Attach: Schedule of Charges, June 2006

Cc: Mr. Jim Madden, Sausalito Yacht Harbor

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NOBLE

CONSULTANTS, INC.

SCHEDULE OF CHARGES

Labor* (per hour)

Senior Principal Engineer	\$260	Senior Survey Engineer	\$125
Principal Engineer	216	Staff Engineer III	122
Associate Engineer II	190	Staff Engineer II	118
Associate Engineer I	178	Staff Engineer I	106
Senior Structural Engineer II	164	Surveyor II	102
Senior Structural Engineer I	154	Surveyor I	90
Senior Engineer II	164	Senior Construction Inspector	98
Senior Engineer I	154	CADD Designer/Operator	98
Structural Engineer	144	Assistant Engineer	94
Project Engineer II	136	Construction Inspector	90
Project Engineer I	126	Technician	78
Construction Manager	132	Word Processing / Clerical	70
Construction Cost Estimator	125		

* Depositions, mediations, arbitrations, and court appearance labor is two times the rate shown and billed in 1/2-day increments.

Reimbursable Expenses**

In-house

Survey Vessel	\$300 per day	CADD Plots	\$2.00 per page
RTK-DGPS Surveying	375 per day	Imagenex Profiling Sonar	375 per day
Locus DGPS Surveying	275 per day	Imagenex Side Scan Sonar	375 per day
DGPS Navigation System	375 per day	Sparker Sub-bottom Profiler	400 per day
Gyro	25 per day	Uniboom Sub-bottom Profiler	350 per day
Motion Compensator	200 per day	3.5 Tuned Transducer System	250 per day
Precision Depth Sounder	75 per day	Marine Magnetometer	200 per day
Tide Gage	75 per day	Underwater Video System	125 per day
Theodolite/Total Station	75 per day	Truck	100 per day
Radios	15 per day	Generator	50 per day
Photocopying	0.30 per page	Inspector Boat	100 per day
Color Photocopy (8-1/2x11)	1.00 per page	Automobile	0.90 per mile
Color Photocopy (11x17)	1.25 per page		

Out-of-Pocket

Travel, Subconsultants, Printing, Communication, etc.

** In-house at scheduled rate plus 15%. Out-of-pocket at cost plus 15%.

Invoices

Bills are due and payable on presentation. Interest at 1.5% per month (but not exceeding the maximum rate allowable by law) is payable on any amounts not paid within 30 days.

**PROFESSIONAL/CONSULTING SERVICES AGREEMENT
ENGINEERING DESIGN SERVICES FOR SAUSALITO YACHT HARBOR BULKHEAD**

NOBLE CONSULTANTS, INC.

This Agreement, made and entered into this 11th day of October, 2000, ("Effective Date") by and between the City of Sausalito, Marin County, California (hereinafter "City") and Noble Consultants, Inc., (hereinafter "Consultant").

The City requires consultant services to assist in the design of the Sausalito Yacht Harbor Bulkhead.

WITNESSETH

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

Section 1. Scope of Work.

As identified in the study by Noble Consultants, Inc. dated September 21, 1999, the condition of the wood pile bulkhead/breakwater and timber walkway at the Sausalito Yacht Harbor is in need of repair. Many of the existing 1,059 existing bulkhead and breakwater piles are in need of replacement and the walkway has deck planks that need to be replaced and refastened. The recommendation of the study was to install a new steel sheet pile bulkhead with a supporting batter-pile or a tie-back supporting system. Noble Consultants has represented that they are experienced to perform the field investigations and prepare the necessary designs to solicit construction bids for the Project.

CITY DUTIES:

1. Make all necessary provisions for Consultant to enter upon public property as required in the performance of his services under this Agreement.
2. Make available previous plans, which the City might possess, and other City data relative to the project and full information as to City's requirements.
3. Provide digital base maps of the sanitary sewer service area showing land parcels and contour intervals, in AutoCAD version 14 format.
4. Coordinate all meetings.

CONSULTANT DUTIES:

Upon a Notice to Proceed by the City Engineer, Consultant shall perform the following tasks:

Task 1. Field Investigation- Perform a geotechnical investigation to determine design soil loads, pile capacities (sheet piles and batter piles), and soil capacities for a potential tie-back anchoring system. Upon the prior, written consent of City, Sub consultants may be hired to develop the field investigation plan, analyze the results, provide design criteria, review the contract documents and inspect the pile driving. No more than 50 percent of the work may be performed by Sub consultants. To perform this work 4 to 5 cores, approximately 40 feet deep, will be taken landward of the existing bulkhead. A written report shall be prepared documenting the data compiled, drawings, conclusions, and offering recommendations.

Task 2. Design- Perform preliminary engineering to determine the required steel sheet pile section, and to evaluate alternative support components such as batter piles or a tie-back system. A cost estimate will also be prepared for each design.

Ground elevations will also be obtained along the length of the proposed structure.

After meeting with the City Engineer, a final design will be prepared of the preferred alternative, as selected by the City Engineer.

Task 3. Contract Documents- Contract documents suitable for advertising and construction will be prepared, including without limitation the City's bid form and General Provisions and Standard Specifications. A 90 % complete set of bid documents will be submitted for review and comment by the City. The final submittal will include an Engineers' Cost Estimate.

Task 4. Permit Applications- Consultant shall assist the City in preparing permit applications to the Bay Conservation and Development Commission (BCDC) and the U.S. Army Corps of Engineers. This includes preparing permit exhibits/figures and providing required technical information.

Task 5. Construction Engineering- Consultant shall assist the City in performing construction related services, which will include:

- Responding to bid questions.
- Attendance at pre-bid and pre-construction meeting.
- Responding to contractor's request for information.
- Reviewing and commenting on submittals.
- Performing periodic inspections.
- Inspecting initial pile driving, and periodically determining actual capacities
- Preparing an as-built set of drawings.

Section 2. Work Schedule.

Consultant shall complete the Tasks and submit the work products and requests for compensation for each Task to the City Engineer as follows:

- | | | |
|----------------|----|--|
| Task 1: | a. | field work and design criteria approximately 20 calendar days from the notice to proceed. The actual schedule will depend upon the availability of drilling equipment. |
| | b. | Geotechnical report within 20 calendar days after completion of the field work. |
| Task 2: | a. | preliminary engineering and ground elevations by 30 calendar days from the Notice to Proceed; |
| | b. | preliminary design and cost estimate by 50 calendar days from the Notice to Proceed; |
| | c. | final design by 60 calendar days from the Notice to Proceed. |
| Task 3: | a. | 90% complete set of bid/contract documents by 90 calendar days from the Notice to Proceed; |
| | b. | 100% complete set of bid/contract documents by 100 calendar days from the Notice to Proceed; |

Task 4: 40 calendar days from the Notice to Proceed;

Task 5: (To be determined prior to construction)

Section 3. Compensation

At the same time as completion of each Task, Consultant shall submit to the City Engineer an itemized invoice, on a time and materials basis, showing the work performed for said Task. An affidavit signed by Consultant shall also be submitted stating that all labor, materials, equipment and services provided in connection with the Task have been paid in full. Consultant shall provide such other documentation as the City may reasonably request, such as evidence of payment to third parties or signed releases of the City for any claims for payment or a warranty for the work.

The amount to be paid to Consultant is based on the actual work performed for each Task, subject to offset adjustments by the City such as for delays in completion of the Task, and shall be paid by the City unless termination of this Agreement occurs as set forth in Section 13. The maximum amount per Task eligible to be paid to Consultant is set forth as follows:

Task 1:	\$13,000
Task 2:	\$14,000
Task 3:	\$25,000
Task 4:	\$ 4,000
Task 5:	To be determined prior to construction.

TOTAL NOT TO EXCEED: \$56,000. Consultant is solely responsible for any and all costs which may exceed this total eligible amount.

Section 4. 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/or adjustments to compensation due Consultant therefore shall be made only by written and signed amendment to this Agreement and in accordance with compensation rates to be negotiated at that time.

Section 5. 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, agent or servant of City. Consultant shall be entitled to employ as its subcontractors or sub-consultants only those individuals or firms pre-approved by City, which subcontractors shall be required by Consultant to be subject to any terms and conditions of this Agreement which pertains to them.

Section 6. Consultant's Responsibility.

It is understood and agreed that Consultant and any subcontractor has the professional engineering skills and licenses necessary to perform the Work, and that City relies upon the professional skills of the Consultant and any subcontractor 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, and to require the same of any subcontractor.

Consultant shall perform all tasks in strict compliance with federal, state and local laws and shall, where applicable, use only state licensed, registered or certified employees, agents and subcontractors. Compliance with the City's business license law is required.

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Acceptance by City of the Work, or any of it, does not operate as a release of the Consultant and any subcontractor 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 7. Hold Harmless, Indemnification and Insurance Requirements.

A. Indemnification and Hold Harmless.

Consultant shall indemnify, defend and save City, its officers, officials, employees 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, wrongful death, personal injury, property damage, inverse condemnation or in violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of Consultant, its employees, agents, subcontractors or on account of the performance or character of the Work or otherwise related to the 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 or negligent acts, errors or omissions of Consultant, its employees, agents or subcontractors. Approval of any insurance coverage's does not, in any way, relieve Consultant, its employees, agents and subcontractors of liability under this Indemnification and hold harmless clause.

B. Insurance Requirements, General

The obligations for insurance coverage in this Section 7 shall apply separately to Consultant and any subcontractors. All policies of insurance required by this Agreement shall be subject to the following provisions:

Consultant shall promptly obtain, at his own expense, all the insurance required by this Section 7 and shall submit coverage verification for review and approval by City prior to the commencement of any work hereunder.

The notice to proceed with the Work will not be issued, and Consultant shall not commence work, until such insurance has been approved by City. Consultant shall not allow any Subcontractors to commence work on his subcontract until all similar insurance required of the Subcontractor has been obtained and verified. All required insurance shall remain in full force and effect at all times during the prosecution of the Work and until the final completion and acceptance thereof.

If a Notice to proceed is issued without such insurance being provided, that does not relieve Consultant of the duty to obtain and maintain such insurance as required by this Section 7.

Each insurance policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt request, has been given to the City.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

C. Worker's Compensation and Employer's Liability Insurance

Consultant shall take out and maintain during the life of this Agreement, Worker's Compensation and Employer's Liability insurance for all of his employees engaged in the Work. Should any work be sublet, Consultant shall require the Subcontractor to similarly provide Worker's Compensation and Employer's Liability insurance, all in strict compliance with the State laws and to fully protect City from any and all claims arising out of occurrences on the Work.

D. Comprehensive General Liability and Automobile Liability

Consultant and any subcontractor shall take out and maintain during the life of the Contract, 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.

The policies are to contain, or be endorsed to contain, the following provisions:

The policy must cover Personal Injury and wrongful death as well as Bodily Injury.

The policy must cover complete Contractual liability. Any Exclusions of Contractual liability as to Bodily Injury, Personal Injury or Property Damage must be eliminated from the basic policy and endorsements.

Broad Form Property Damage must be afforded.

The City must be named as an Additional Insured under the coverage afforded with respect to the work being performed under the Agreement.

An endorsement shall be provided which states that the coverage is PRIMARY INSURANCE and that no other insurance effected by the City will be called upon to contribute to a loss under this coverage.

E. Errors and Omissions Insurance

Consultant, and any subcontractor, at its sole cost and expense, shall take out and maintain Professional Liability (Errors and Omissions) insurance for the life of the Agreement plus three years following in an amount of not less than \$1,000,000 (one Million dollars) for any damage which may arise, directly or indirectly out of any errors or omissions committed by Consultant in its performance under this Agreement.

Section 8. 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, creed, color, sex, national origin, ancestry and to the extent prohibited by applicable State and Federal law, there shall be no discrimination because of age, handicap or medical condition. 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 9. 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 this Agreement and the Project, shall participate in any decision relating to this Agreement which affects his financial interest as defined under the Political Reform Act and all regulations of the Fair Political Practices Commission enacted pursuant to the Act; nor shall any such officer, member or employee of City have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 10. Consultant Conflict of Interest.

Consultant covenants that he presently has no financial interest and shall not acquire any financial 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 or retained as subcontractors.

Section 11. Assignment.

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

Section 12. Ownership of Documents.

Consultant agrees that all designs, drawings, specifications, computer data and other technical data 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. Consultant agrees that City shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, computer data and other technical data pertaining to the Project. All such data shall be used solely for the Project for which it was originally designed.

Upon termination of this Agreement for any reason or by either party, and upon completion of this Agreement, all notes, designs, drawings, specifications and other computer or technical data produced under this Agreement shall be transferred to and become the property of City upon its request without additional compensation.

All drawings and engineering documents shall be subject to the approval of and shall be prepared for the signature of the City Engineer.

Section 13. Termination.

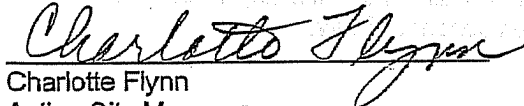
City may terminate this Agreement at any time without reason stated or required by giving written notice of the same and specifying the effective date thereof, at least seven calendar days before the effective date of such termination. If the Agreement is terminated by City as provided herein, Consultant shall be paid for all effort and material expended on behalf of the tasks under the terms of this Agreement, less any charges or offsets 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. Termination of this Agreement does not affect Consultant's obligations to City under Sections 7 and 12, which shall survive termination and inure for the benefit of the City.

Section 14. Miscellaneous Provisions.

- A. Time is of the essence in the performance of this Agreement.
- B. This Agreement shall extend to, be binding upon and inure to the benefit of any executor, administrator, successor, heir and assign of the parties hereto.

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

CITY OF SAUSALITO



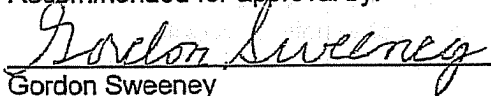
Charlotte Flynn
Acting City Manager

NOBLE CONSULTANTS, INC.



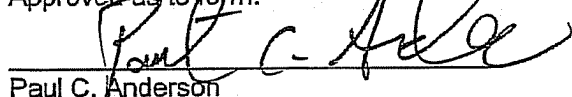
Scott Noble
Principal

Recommended for approval by:



Gordon Sweeney
City Engineer

Approved as to form:



Paul C. Anderson
City Attorney

CITY OF SAUSALITO CHANGE ORDER FORM

Purchase Order (PO) No. _____ Original Purchase Order Amount \$56,000
Change Order No. 2 Change Order Amount \$20,800.00
Effective Date 1/18/08 Total for All Change Orders \$37,800.00

Description of and Justification for Change

Revise Plans, Specifications and Estimate for Sausalito Yacht Harbor Bulkhead. Current plans are for a steel sheet pile. Plan revisions are needed to enable new construction details and specifications for a bulkhead made of reinforced concrete panels.

Attach copy of original Purchase Order and supporting documents for the change.

No additional work should be authorized until Change Order is approved

Department/Division: _____ Requested By: _____

Department Head Signature: _____ Date ___/___/___

City Manager Signature: _____ Date ___/___/___

(Amount of Change Order plus all other Change Orders approved for the project cannot exceed 10% of the total amount of contract or \$10,000 whichever is less)

City Council Authorization: _____ Approval Date ___/___/___

(Amount of Change Order plus all other Change Orders approved for the project which exceed 10% of the total amount of the contract or \$10,000 require approval of the City Council)

Revised 3/22/03

City of Sausalito
Bulkhead Replacement Project

Noble Consultants, Inc. Billing Summary

1. Contract Summary

Original contract (10/00)	\$ 56,000 ✓
<u>Change order (10/02)</u>	<u>\$ 17,000 ✓</u>
	\$ 73,000

Change order was to provide for electrical/mechanical services (\$14,000) and other services.

2. Budget Summary

Phase	Noble Consultants	Subcontractors	Total
Investigations	\$ 615	\$ 9,800	\$10,415
Detailed design	\$ 7,195	\$ 0	\$ 7,195
Contract documents	\$36,240	\$15,150	\$51,390
Permits	\$ 4,000	\$ 0	\$ 4,000
Total	\$48,050	\$24,950	\$73,000
Construction To Be Determined			

3. Billed Through Invoice 21014, 1/17/2003

Phase	Noble Consultants	Subcontractors	Total	Balance
Investigations	\$ 623	\$ 9,800	\$10,423	<\$ 8>
Detailed design	\$ 7,162	\$ 0	\$ 7,162	\$ 35
Contract documents	\$29,915	\$13,074	\$42,989	\$ 8,401
Permits	\$ 7,863	\$ 0	\$ 7,863	<\$3,863>
Construction	\$ 0	\$ 0	\$ 0	\$ 0
Total	\$45,563	\$22,874	\$68,437	\$ 4,565

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4. Charges Through 7/25/03

Phase	Noble Consultants		Subcontractors		Total	
	Charges	Balance	Charges	Balance	Charges	Balance
Investigations	\$ 623	<\$ 8>	\$ 9,800	\$ 0	\$10,423	<\$ 8>
Detailed design	\$ 7,162	\$ 35	\$ 0	\$ 0	\$ 7,162	\$ 35
Contract documents	\$29,915	\$ 6,325	\$18,301	<\$3,151>	\$48,216	\$ 3,174
Permits	\$18,316	<\$14,316>	\$ 3,197	<\$3,197>	\$21,513	<\$17,513>
Sub Total	\$56,016	<\$7,964>	\$31,298	<\$6,348>	\$87,347	<\$14,347>
Construction	\$ 2,236	<\$2,236>	\$ 3,063	<\$3,063>	\$ 5,299	<\$5,299>
Sub Total	\$58,252	<\$10,200>	\$ 34,361	<\$9,411>	\$92,646	<\$19,646>

5. Reasons for Overage

a. Contract documents

- o Electrical/mechanical engineering services were greater than anticipated due to difficulty of dealing with existing utilities.

b. Permits

- o Corps of engineers permit. Additional meetings, calculations, letters, revisions to plans and specifications. Made analysis (structural and cost) of various decking material to address concerns of pressure treated wood. Revised plans and specifications to address pile driving issues. Submitted revised plans to the Corps.
- o BCDC permit. Additional meetings, letters, revisions to plans and specifications. Addressed temporary and permanent public access issues.
- o PG&E permit. Extensive coordination with PG&E: meetings with agency, prepare permit application, and follow-up.

c. Construction

- o Attendance at preconstruction meeting, response to bidders, meetings and consultation with City and low bidder regarding evaluation of bid and project components.
- o Noble Consultants, DCV and Settast Geoenineering performed work.

MEMORANDUM

DATE: October 18, 2002

TO: Com. Dev. Director → Finance Director → City Manager

FROM: City Engineer

SUBJECT: Approval of Purchase Order for Electrical/Mechanical Engineering Design Services for the Bulkhead Project.

Attached for your approval is a purchase order in the amount of \$17,000.00 to Noble Consultants for performing design of maintaining utility services (boat berth lighting and power connections) during the construction. This task was not included in the project to design replacement of the bulkhead because it appeared to be a simple task to move these facilities. During the bulkhead design it became apparent that the relocation needed an engineered design to proceed.

Noble was selected to coordinate this work because of they are performing the bulkhead structural design.

The cost of the work shall be charged to the account no. 100-410-3000-320, work order no. CU-98-001-105.

Upon approval of the purchase order, please return the vender's copy to me and I will forward it, with a notice to proceed, to the consultant.

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City of Sausalito

420 Litho St.
Sausalito, CA 94965
415-289-4100 fax 415-289-4167

P.O. number 410-00021

Purchase Order

Vendor Info.

Name Noble Consultants
Address 359 Bel Marin Keys Blvd, Suite 9
City Novato, CA 94949
ATTN: _____

Date 10/8/2002
Order No. _____
Fiscal Year 2002-2003
Dept. Info. CDD-Engineering

Qty	Description	Unit Price	TOTAL
1	Extra work to perform electrical/mechanical/engineering design services per attached proposal dated 8/30/02 Account # 100-410-3000-320 CU98001-105	\$17,000.00	\$17,000.00

Shipping instr.

Gordon Sweeney- City Engineer
City of Sausalito
420 Litho Street
Sausalito, CA 94965
415-289-4109

SubTotal	\$17,000.00
Shipping & Handling	
Taxes California	
TOTAL	\$17,000.00

1. This order is not valid unless signed by the City Manager if the order exceeds \$1000.00.
2. If unable to fill this order exactly as written, do not ship without prior clearance from the Originating Department Head. Telephone: (415) 289-4100 Ext. #: 109 Gordon Sweeney
3. Unless otherwise specified above, all transportation costs must be pre-paid.
4. Direct Invoices and inquiries regarding payment to Finance Department (415) 289-4101

Signatures: _____ Dept. Head _____ Finance Dir.
_____ City Manager

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