



# STAFF REPORT

CITY COUNCIL OF THE CITY OF SAUSALITO

---

## AGENDA TITLE

Approve a Professional Services Agreement with Prunuske Chatham, Inc. for Environmental Compliance, Permitting and Consultation Services for Priority Sewer Projects

## RECOMMENDED MOTION

Adopt a Resolution of the City Council of the City of Sausalito Approving and Authorizing the City Manager to Execute a Professional Services Agreement with Prunuske Chatham, Inc. for Environmental Compliance, Permitting and Consultation Services for Priority Sewer Projects

---

## SUMMARY:

To ensure continued compliance with the EPA Order while framing a fiscally-responsible program for addressing urgent environmental and public health issues, a hierarchy of sewer rehabilitation projects has been identified by Staff and consultants. The product of this analysis was presented to Council by West Yost at the regular Council meeting of January 27, 2009. In order to comply with the California Environmental Quality Act (CEQA), and the National Environmental Policy Act (NEPA) (because the federal American Recovery and Reinvestment Act of 2009 represents a potential source of funds), background scoping and analysis of potential environmental effects associated with these projects is required. Further, on the basis of the products of that scoping and analysis, an appropriate level of subsequent environmental review must be identified and conducted which may include more detailed assessment and identification of appropriate mitigation and monitoring as warranted. Finally, to the extent that the projects fall under the jurisdiction of one or more resource agencies (the EPA, State Water Resources Control Board (SRF and Stimulus fund manager), Regional Water Quality Board (RWQCB), Corps of Engineers, Bay Conservation and Development Commission, and California Department of Fish and Game (CDFG), among others), permit applications, conditions, avoidance and mitigation measures will be necessary.

Public Works staff has evaluated alternatives and contacted Prunuske Chatham, Inc. (PCI) a firm that provided good service with similar scopes to Sausalito's Director of Public Works while working in another city. PCI was recently retained by Marin County to initiate preparation of a Watershed Stewardship Program involving similar services following PCI's long tenure in preparation of the County's Watershed Management Plan. PCI is also involved in preparation of the San Geronimo Valley Salmonid Enhancement Plan for Marin County, the Marin Countywide Plan Updated Cumulative Impact Evaluation re Biological Resources for Salmonid Habitat Restoration Site Assessments, Designs, and CEQA Compliance for SPAWN (PCI is under contract w/ ABAG) as well as on-going design and regulatory compliance for the Marin County Resource Conservation District (RCD). PCI recently completed design, regulatory compliance,

Item: 4B3  
Meeting Date: 5/5/2009  
Page: 1

and construction of bank stabilization measures at The Branson School (in Ross) including negotiations with the National Marine Fisheries Service for issuance of a Biological Opinion and Incidental Take Permit to move listed steelhead, and ecological permits from CDFG, RWQCB, and the Corps of Engineers. PCIs work for the RCD in the recent past includes service in the Marin Coastal Watersheds Permit Coordination Program for Marin RCD including preparation of a mitigated negative declaration for 5-year programmatic CEQA compliance for ranch restoration projects.

The budget requested is \$33,388 including reimbursable expenses, for which adequate funding is available in the approved budget as summarized below:

Account	Department	Amt Requested	Amt Unencumbered as of April 29, 2009
110-550-3000-320	Sewer Fund Professional Services	\$33,388	\$62,899

**BACKGROUND**

On the basis of its proposal, PCI has demonstrated a level of experience, competence, staffing and other professional qualifications appropriate for the necessary services. Further, PCI has agreed to and accepted the terms and conditions of the City’s standard professional services agreement which was prepared and approved as to form by the City Attorney.

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 consulting services<sup>1</sup> – 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 EPA and other legal requirements. Were the sewer rate increase process to delay the availability of construction funds, the environmental compliance and related consulting services recommended would be required anyway. Authorization for Task 5 proposed by PCI will be deferred until the rate increase has been finalized.

**FISCAL IMPACT**

The funding requested is \$33,388. Said funding is available in the adopted Sewer Fund budget, account number 110-550-3000-320, Professional Services. As of April 29, 2009, \$62,899 was

---

<sup>1</sup> “Professional or special services” means any work performed by an attorney, doctor, architect, engineer, land surveyor, construction manager, appraiser, expert, accounting firm, planner, consultant or those services such as computer services and other services which require special performance criteria, specific experience, training, personal judgment, quality of work or factors other than simply obtaining the service at the lowest cost to the City.

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 Approving and Authorizing the City Manager to Execute a Professional Services Agreement with Prunuske Chatham, Inc. for Environmental Compliance, Permitting and Consultation Services for Priority Sewer Projects

**ATTACHMENTS**

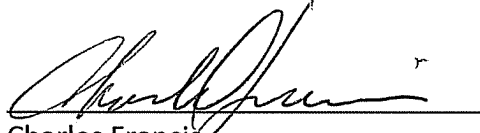
1. Resolution of the City Council of the City of Sausalito Approving and Authorizing the City Manager to Execute a Professional Services Agreement with Prunuske Chatham, Inc. for Environmental Compliance, Permitting and Consultation Services for Priority Sewer Projects

PREPARED BY:



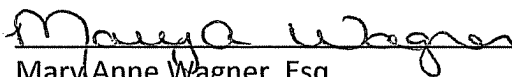
Jonathon Goldman  
Director of Public Works

REVIEWED BY:



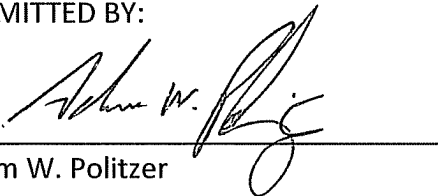
Charles Francis  
Finance Director

REVIEWED BY:



Mary Anne Wagner, Esq.  
City Attorney

SUBMITTED BY:



Adam W. Politzer  
City Manager

[PSA PCI]

ATTACHMENTS 1

RESOLUTION No. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO APPROVING  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL  
SERVICES AGREEMENT WITH PRUNUSKE CHATHAM, INC. FOR  
ENVIRONMENTAL COMPLIANCE, PERMITTING AND CONSULTATION  
SERVICES FOR PRIORITY SEWER PROJECTS**

---

**WHEREAS**, with Resolution \_\_\_ of March 10, 2009 the City Council approved mid-year budget modifications to the 2008-2009 Annual Budget which includes funding for EPA Order Compliance (Fund 110-550-3000-320) and General Sanitary Sewer Rehab Project 04 (Fund 110-550-4067-450) an unencumbered balance of \$201,264 in those funds remains as of April 29, 2009; and

**WHEREAS**, the Director of Public Works has evaluated alternatives and contacted Prunuske Chatham, Inc. (PCI) regarding the City's need for compliance assistance with the California Environmental Quality Act (CEQA), and the National Environmental Policy Act (NEPA) (because the federal American Recovery and Reinvestment Act of 2009 represents a potential source of funds); and

**WHEREAS**, the Director of Public Works requested and PCI submitted a proposal to perform the necessary services; and

**WHEREAS**, in conformance with Article 4, Section 3.30.500 *et seq.* of the Sausalito Municipal Code after evaluating PCI's proposal the Director of Public Works has concluded that PCI has the level of experience, competence, staffing and other professional qualifications necessary for more than a satisfactory performance of the services required and that award of the work to PCI will provide the best value to the City when compared with the alternatives identified (self-performance, and development of a detailed request for proposals to multiple candidates); and

**WHEREAS**, the proposed professional services will not have any adverse environmental impact; and

**WHEREAS**, the proposal received includes 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. Approves a Professional Services Agreement with Prunuske Chatham, Inc. for the services described in the attached Agreement on a time and materials reimbursable basis against a budget of \$33,388 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 5th day of May, 2009 by the following vote:

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

---

MAYOR OF THE CITY OF SAUSALITO

ATTEST:

---

DEPUTY CITY CLERK

403  
6

**CITY OF SAUSALITO  
PROFESSIONAL/CONSULTING SERVICES AGREEMENT**

This **PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Agreement") is made and entered into this \_\_\_\_ day of May, 2009, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and **Prunuske Chatham, Inc.** (hereinafter "Consultant").

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

**Section 1. Scope of Work.**

Excepting the services described as Task 5 thereunder, 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 **Mr. Steven Chatham, 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 reimbursable basis in an amount not to exceed **THIRTY-THREE THOUSAND THREE-HUNDRED EIGHTY-EIGHT DOLLARS (\$33,388)** inclusive of reimbursable expenses as provided for in Consultants Fee Schedule included in Exhibit A. Consultant acknowledges and agrees that the compensation to be paid to Consultant under this Section 4 represents the full budget authorized to Consultant in connection with performance of the Work.

483  
7

**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.

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

City of Sausalito

Consultant

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

approved as to form:

Mary Anne Wagner  
City Attorney

**EXHIBIT A**  
**SCOPE OF WORK**



**PRUNUSKE CHATHAM, INC.**

April 3, 2009

*Via email*

Jonathon Goldman, Director of Public Works  
City of Sausalito  
420 Litho Street  
Sausalito, CA 94965

Re: Scope of Work, City of Sausalito Sewer Rehabilitation Project  
Environmental Compliance, Permitting, and Consultation Services

Dear Jonathon,

The City of Sausalito (City) operates a sanitary sewage collection system that serves approximately 6,200 connections. The system is made up of 25 miles of gravity sewer pipes and one force main. The City also owns three pumping stations that are operated by the Sausalito Marin City Sanitary District (SMCSD). The City plans to rehabilitate the sewer system utilizing State Revolving Fund (SRF) monies. Environmental compliance will be based on the CEQA-Plus process administered by the State Water Resources Control Board (SWRCB).

The sewage collection system has been evaluated by City staff and West Yost Associates (WYA) to address maintenance and inflow/infiltration (I/I) issues and problems with overflows during high groundwater periods. Rehabilitation projects have been evaluated, grouped, and prioritized for implementation in three phases beginning in 2009 and continuing through 2012 as part of the City's updated 2009 Capital Improvement Plan (CIP).

Priority 1 projects include replacement of sewer pipes at Gate 5 Road (Project 1a) and at the Spinnaker Main and Anchor Pump Station (Project 1b). A grease interceptor will also be installed as part of Project 1b, and the Anchor Pump Station will be rehabilitated or replaced. The Priority 2 projects will occur along Bridgeway Boulevard, and the Priority 3 projects will be in six areas throughout the City.

For the Priority 1a and 1b projects, the City has requested that Prunuske Chatham, Inc. (PCI) provide this scope of work and cost estimate to perform CEQA/NEPA background scoping and analyses of potential environmental effects, to recommend the appropriate level of CEQA/NEPA review, and to prepare CEQA/NEPA findings and permit applications, as needed, during the spring and early summer of 2009. During 2009, PCI will also assist with

evaluation of programmatic environmental compliance and permitting for implementation of the Priority 2 and 3 projects.

**SERVICES TO BE PROVIDED BY PRUNUSKE CHATHAM, INC.**

**Task 1. Prepare Priority 1 Project Description and Baseline Map**

PCI will prepare the Project Description that is required for analysis of potential project effects and for use in permit applications. We will consult with the project team to determine the project footprint, including staging areas and access roads, and prepare a map for use in background scoping and analysis of potential impacts on the environment. We will provide a draft of the Project Description for review by the project team and prepare a final that incorporates comments.

**Task 1. Deliverables**

- Priority 1 impact area map, including access routes and staging areas.
- Draft and Final Project Description.

**Task 2. Perform Priority 1 Background Scoping**

Background scoping for the City's use in determining the appropriate level of environmental review will focus on evaluation of biological and cultural resources. The SWRCB's Cultural Resources Officer (CRO) has requested that records and sacred lands searches be performed first, along with consultation with Native American representative(s). PCI will work with Holman & Associates, Archaeological Consultants, to prepare and submit a report and map of known historic and prehistoric sites and previously surveyed areas to the CRO, who will then determine if further on-site investigation is needed for the Priority 1 sites. PCI will also consult with the project team regarding potential air quality issues and perform a Clean Air Act (CAA) general conformity analysis consistent with the requirements of CEQA-Plus, as well as analyses of potential project impacts on other environmental resources, including global climate change.

**Task 2. Deliverables**

- Biological resources evaluation describing results of on-site evaluation and background literature review and recommendations to ensure impacts on special-status species and sensitive resources are avoided.
- Cultural resources records and sacred lands search report and map.
- Report of recommendations from the SWRCB CRO.
- CAA general conformity analysis.
- Memo of results of analysis of potential impacts with measures to avoid potentially adverse effects.

4B3  
14

**Task 3. Consult with Regulatory Agencies and Prepare Required Permit Applications for Priority 1**

There are a number of regulatory agencies that may have jurisdiction over aspects of the project<sup>1</sup>. PCI will research jurisdiction, contact agencies from which a permit may be needed, and provide the Project Description and background scoping reports. Based on input from regulatory agencies, PCI will prepare and submit the appropriate permit applications and follow up with agency staff to ensure timely issuance. We will also prepare a list of permit conditions and other required avoidance measures for inclusion in construction documents.

**Task 3. Deliverables**

- Report of recommended actions for Priority 1 environmental compliance.
- Required permit applications.
- List of permit conditions and other avoidance measures for inclusion in construction documents.

**Task 4. Prepare and Circulate Priority 1 CEQA/NEPA Documentation**

PCI will work with City staff to determine the appropriate level of CEQA/NEPA documentation required for Priority Projects 1a and 1b. We will consult with the SWRCB staff to ensure that analysis of the Priority 1 projects meets with the requirements of CEQA-Plus for SRF monies. This scope of work anticipates that we will prepare Categorical Exemptions/Exclusions for the two projects, which will involve replacement of existing sewer pipes in commercial/industrial areas of the City.

**Task 4. Deliverables**

- CEQA/NEPA Categorical Exemption/Exclusion documentation.

**Task 5. Develop Priority 2 and 3 Regulatory Compliance Strategy**

During 2009, PCI will also assist the City in developing a regulatory compliance plan for the Priority 2 and 3 projects. Tasks will include assessment of environmental compliance requirements for the Priority 2 and 3 projects, background scoping as described in Tasks 1 and 2 above, and preparation of a report of alternatives and recommended actions for City review. Work will also include analysis of potential programmatic permitting and environmental review; consultation with the CRO to agree upon the Area of Potential Effects

---

<sup>1</sup> Potential regulators include the U.S. Environmental Protection Agency (EPA), U.S. Army Corps of Engineers (Corps), State Water Resources Control Board (SWRCB), San Francisco Bay Regional Water Quality Control Board (RWQCB), California Department of Fish and Game (CDFG), Bay Conservation and Development Commission (BCDC), Marin County Stormwater Pollution Prevention Program (MCSTOPPP), and the Bay Area Air Quality Management District (BAAQMD).

(APE) and protocols for cultural resources evaluation both before and during construction; coordination with potential regulators to obtain agreement on the regulatory compliance strategy; completion of draft significance criteria and Initial Study Checklist for City review; and preparation of a scope of work and budget for completion of regulatory compliance requirements.

#### **Task 5. Deliverables**

- Background scoping reports for Priorities 2 and 3, including recommendations to avoid or minimize potential effects.
- Report of recommended actions for long-term environmental compliance.
- APE map for cultural resources consultation.
- Preliminary cultural resources inventory report that will include recommendations for completion of inventory testing, if required.
- Memo regarding proposed significance criteria for environmental impact analysis.
- Draft Initial Study Checklist.
- Scope of Work and budget to complete environmental review and permitting for Priorities 2 and 3.

#### **Task 6. Project Consultation and Management**

This task will include consultation with the project engineer, other consultants, and City staff; project meetings; reporting; and internal project coordination.

#### **ASSUMPTIONS**

1. The Priority 1 projects will qualify for Categorical Exemption from CEQA and Categorical Exclusion from NEPA. Should analysis beyond that described herein be required, PCI will propose a scope increase upon request.
2. No mechanical, subsurface presence/absence testing of potential archaeological resources will be needed for the Priority 1 sites. If the CRO determines that such archaeological investigations are needed for Priority 1 sites, PCI will propose a scope increase upon request.
3. No on-site wetland delineations or focused biological surveys will be required for Priority 1 sites. If wetland delineations or focused biological surveys are needed, PCI will propose a scope increase upon request.
4. No noise analysis will be needed. If required, PCI will propose a scope increase upon request.
5. The City will provide the project study team with an escort to identify the assessment areas.

6. A base map of suitable scale, depicting project features will be provided to PCI by the City or their representative and updated to include all project elements, including access roads and staging areas.
7. The regulatory status of plants, animals, and regulated habitats on the property will not change during the term of this contract.
8. If any rare, threatened, endangered, and/or special status species are observed within the project area, sightings will be reported to the California Natural Diversity Database maintained by CDFG.
9. PCI's evaluation will be based in part on information obtained from existing published or otherwise available information. As such, our work is subject to the limitations of those products.

#### SCHEDULE FOR PRIORITY 1 PROJECTS

The proposed schedule for the Priority 1 sites is as follows:

Spring 2009	Consult with project team; determine total project impact footprint Refine map of potential impact areas and Project Description Perform background scoping and prepare reports Conduct outreach to environmental regulators Negotiate Priority 1 area of impact map and Priority 2 and 3 APE map with SWRCB CRO Determine if additional cultural resources review is required
May 2009	<i>WYA 65% design complete with trenching determinations</i> Prepare draft and final CEQA/NEPA documentation Prepare and submit permit applications, as needed
Summer 2009	Prepare list of permit conditions and other avoidance measures for inclusion in construction documents

When designs for the Priority 2 and 3 projects become available, PCI will prepare a schedule for completion of Task 5.

#### BUDGET ESTIMATE

Exhibit A is our estimated cost to complete the services described above based on stated assumptions (\$80,223). A Fee Schedule is attached as Exhibit B.

PCI will typically submit monthly invoices for progress payments for work completed. PCI may choose to not submit an invoice every month; please notify PCI's project manager if you need an invoice every month. Payment is due within 30 days of the invoice date.



Regulatory agency fees are not included.

**PERSONNEL**


Steven Chatham will be project principal, and Kathie Lowrey, Principal/Senior Environmental Planner, will be project manager. Laura Saunders, Planning Ecologist, will provide CAA and global climate change analyses and assist with other environmental review. Jennifer Michaud, Senior Wildlife Biologist, and Joan Schwan, Vegetation Ecologist, will perform the biological evaluation. Holman & Associates will conduct the archaeological records and sacred lands searches, prepare the report for and lead negotiations with the CRO, and initiate consultation with Native American representative(s). Other PCI personnel will participate as needed.

The project manager is your primary point of contact at PCI. The project principal is an alternate point of contact. Feel free to contact the project principal if the project manager is not available or if you have concerns regarding PCI's performance.

Jonathon A. Mann, P.E. #C63782, Jennifer Melman, P.E. # C62260, and Denis Ruttenberg, P.E. #C54561 are licensed by the California Board for Professional Engineers and Surveyors. Mike Jensen, L.A. #4727, and Justin T. Bodell, L.A. #5080 are licensed by the California Landscape Architects Technical Committee. Harold C. Appleton is a California Registered Professional Forester, License #1977, Certified Arborist WC-5870, and Certified Professional in Erosion and Sediment Control #271.

If you have any questions or concerns about this proposal, please call Kathie Lowrey directly at (707) 824-4601, ext. 105, or me at ext. 101. We look forward to working with you and providing consultation services to ensure successful completion of the City's sewer rehabilitation project. This letter proposal is valid for 60 days.

Sincerely,  
PRUNUSKE CHATHAM, INC.

  
Steven Chatham  
Principal

Attachments: Exhibit A-Cost Estimate  
Exhibit B-Fee Schedule

4/B3  
18



**PRUNUSKE CHATHAM, INC.**

City of Sausalito Sewer Rehabilitation Project  
 Cost Estimate for Environmental Compliance, Permitting, and Consulting Services

Task Description	Hour	Principal Planner, Project Manager	Hour	Senior Wildlife Biologist	Hour	Vegetation Ecologist/Botanist	Hour	Planning Ecologist	Hour	GIS/Eng. Tech.	Day	Cost+15%	Line Item Subtotal	Misc. Cost Type
		Principal	\$170	\$140	\$105	\$95	\$85	\$90			PCI Vehicle	1.15	Cost	
<b>\$80,223</b>														
<b>1 Priority 1 Project Description/Baseline Map Subtotal</b>														
Consult with project team to determine project footprint				4			4				1		\$3,230	
Refine map of potential impact areas				2			2	6					\$975	
Prepare draft Project Description				2			4						\$990	
Coordinate review by City Staff				2									\$620	
Prepare final Project Description				2			1						\$280	
													\$365	
<b>2 Priority 1 Background Scoping Subtotal</b>														
Biological resources evaluation and report for Priority 1 sites				2	18	14					1	\$50	\$11,903	CNDDDB
Cultural resources archival searches, report, and map				1								\$3,000	\$3,590	GRC
Consultation with the Native American representative(s)				1			4				1	\$1,000	\$1,705	GRC
Coordination with SWRCB CRO				2			2				1	\$1,000	\$1,675	GRC
Clean Air Act (CAA) general conformity analysis				2			12						\$1,300	
<b>3 Priority 1 Permits Subtotal</b>														
Consult with regulatory agencies re permitting requirements				8			4				1		\$3,795	
Prepare and submit permit applications for Priority 1 sites				2			16						\$1,535	
Compile list of permit conditions and avoidance measures				2			4						\$1,640	
													\$620	
<b>4 Priority 1 CEQA/NEPA Compliance Subtotal</b>														
Consult with SWRCB CEQA-Plus staff and other regulators				4			8						\$4,840	
Analysis of other potential project impacts to support Cat Ex				8			12						\$1,240	
Review CEQA/NEPA requirements with project team				6									\$2,140	
Prepare and circulate Cat Ex. documentation				2			4						\$840	
													\$620	
<b>5 Priority 2 and 3 Regulatory Compliance Strategy Subtotal</b>														
Assess environmental compliance requirements	4			12	4	4	8						\$46,385	
													\$3,840	

50



**PRUNUSKE CHATHAM, INC.**

City of Sausalito Sewer Rehabilitation Project  
 Cost Estimate for Environmental Compliance, Permitting, and Consulting Services

Task Description	Hour	Principal	Hour	Principal Planner, Project Manager	Hour	Senior Wildlife Biologist	Hour	Vegetation Ecologist/Botanist	Hour	Planning Ecologist	Hour	GIS/Eng. Tech.	Day	Cost+15%	Line Item Subtotal	Misc. Cost Type
	\$170		\$140	\$105	\$95	\$85	\$90	\$75	1.15	Cost						
Prepare report of recommended actions	2	8				12									\$2,480	
Perform background scoping for Priority 2 and 3 sites		8	24	18	16			2	\$6,000						\$13,760	CRC
Prepare APE map		2			4				\$2,000		12				\$4,000	CRC
Negotiate archaeological protocols with GRO		8						1	\$2,000						\$3,495	CRC
Consult with regulatory agencies		12	12					2							\$4,110	
Analyze potential programmatic environmental review	4	16				8									\$3,600	
Prepare draft significance criteria and Initial Study Checklist	4	24		8		40									\$8,280	
Prepare regulatory compliance scope and budget for Priority 2 and 3	2	8				16									\$2,820	
<b>6 Project Consultation and Management Subtotal</b>															<b>\$10,070</b>	
Coordination with project team	4	24				4									\$4,380	
Project team meetings	8	8						2							\$2,630	
Internal project coordination and reporting	4	8		2	2						2				\$3,060	
															\$0	
<b>2009 Grand Total</b>	<b>32</b>	<b>190</b>	<b>68</b>	<b>38</b>	<b>205</b>	<b>20</b>	<b>12</b>	<b>\$15,050</b>							<b>\$80,223</b>	
<b>Assumptions</b>																
* No agency fees are included.																
CRC Cultural Resources Consultant																

4B3  
20



**PRUNUSKE CHATHAM, INC.**

**FEE SCHEDULE - January 2009**

Classification	Hourly Rate	Overtime Hourly Rate
<i>Design &amp; Planning Services</i>		
Project Principal	\$170	
Principal Landscape Architect	\$150	
Principal Civil Engineer	\$150	
Senior Civil Engineer	\$140	
Principal Environmental Planner	\$140	
Senior Registered Landscape Architect	\$135	
Hydrologist/Geomorphologist	\$135	
Registered Civil Engineer	\$125	
Registered Professional Forester/CPESC	\$125	
Environmental Planner III	\$125	
Registered Landscape Architect	\$115	
Senior Botanist/Ecologist/Biologist	\$105	\$126
Sr. Engineering Tech./ Sr. CAD Operator/Surveyor	\$105	\$126
Botanist/Vegetation Ecologist	\$95	\$114
Writer/Editor	\$90	\$108
Senior Landscape Designer	\$95	\$114
Planning Ecologist	\$85	\$102
Landscape Designer	\$83	\$100
Engineering Tech./Survey Asst.	\$80	\$96
Staff Scientist, Designer or Planner I	\$77	\$92
Project Administrator	\$77	\$92
Technicians and Assistants	\$72	\$86
PCI-owned Vehicle	\$75 per day	
PCI Employee-owned Vehicle	IRS rate per mile	
Project Consumed Materials	cost plus 15%	
Subconsultants / Subcontractors	cost plus 15%	
PCI-owned Survey, GPS, or Water Monitoring Equipment	\$150 per day	

Invoicing occurs monthly for 100% of the work completed during the invoice period unless otherwise arranged. Fees are calculated on a time and materials basis in accordance with this fee schedule. This fee schedule is valid until March 1, 2009.