



STAFF REPORT

SAUSALITO CITY COUNCIL

AGENDA TITLE:

Professional Services Agreement – General Capital Improvement Projects

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 CSW/Stuber-Stroeh for Preparation of Plans, Specifications and Cost Estimates for a Portion of the FY2009-10 General Capital Project List.

SUMMARY

The adopted FY2009-10 Budget includes funding for many Capital Improvement Projects. In March of 2009 Staff issued a request for qualifications for Civil Engineering Services for design of the following projects:

Project Name	Design Review Component	Budget Amounts (Design, Planning and Construction)
Street Repair Program	No	\$980,000
Roadway Base Repair/Patching Program	No	\$141,000
ADA R.O.W. Improvements	Yes	\$166,000
Sidewalk Repair	No	\$37,100
Glen Drive Guardrail	Yes	\$40,000
Striping Maintenance	Yes (portion)	\$76,700
Storm Drain – 349 Sausalito Blvd	Yes	\$8,200
Total		\$1,324,100.00

The City received proposals from five firms. While all the firms are qualified, CSW/Stuber-Stroeh is qualified and provided the lowest estimate to perform the work.

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to execute a Professional Services Agreement with CSW/Stuber-Stroeh for 2009 General Capital Projects.

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BACKGROUND

The City operates and maintains the public streets and storm drains in the City. Subcomponents of these systems include pavement, striping (delineation), sidewalk, culverts and inlets. Through use and interaction with the natural elements the pavements, striping, sidewalks, and storm drains deteriorate. These facilities need to be repaired or replaced from time to time.

The adopted FY2009-10 Budget includes funds for General Capital Projects including traffic/transportation and pedestrian and bicycle projects. Staff proposes to retain a civil design consultant to prepare the plans, specifications and cost estimates to complete a significant group of the approved projects. Specifically: the Street Repair Program, Roadway Base Repair/Patching Program, ADA R.O.W. Improvements, Sidewalk Repair, Glen Drive Guardrail, Striping Maintenance, and Storm Drain – 349 Sausalito Blvd projects.

The Glen Drive Guardrail needs to be coordinated with property owners, tenants and parkers. Finally the storm drain near 349 Sausalito Boulevard could impact that property significantly depending on the repair alternative selected. No specific outreach is planned for the street repair program in the design phase however, consultants will be directed to take into considerations the impacts of design elements (e.g. driveway grade changes, drainage impacts), construction impacts, staging, utility coordination. Should issues arise requiring input or notification, an outreach effort will be done.

The City issued a Request for Proposals (RFP) in March, 2009, and five proposals were received.

Firm Name	Firm Location	Past Experience w/ Sausalito	What?
CSW/Stuber-Stroeh	Novato	Yes	Site/Mapping work w/ Private Developers
Coastland	Santa Rosa	Yes	Contract City Engineer ('04-'05)
ILS (Irv Schwartz)	Novato	Yes	Drainage Toyon
CSG	San Mateo	Yes	Subdivision Map/ Bldg. Plan Check
BKF (Brian Kangas Foulk)	Walnut Creek	Yes	Public Safety Facility (site, drainage)

Firm Name	Annual Street Repair Project	ADA R.O.W. Imprvmnts	Sidewalk Repair	Glen Drive Guardrail	Striping Maint.	Storm Drain – 349 Sausalito Blvd	Total
CSW/ST2	\$42,800	\$17,800	\$3,000	\$8,600	\$6,500	\$11,200	\$82,200
Coastland	\$39,213	\$24,139	\$9,944	\$15,932	\$14,404	\$10,326	\$113,958
ILS	\$23,400	Variable (\$44,000)	\$2,900	\$4,900	\$13,900	\$7,900	\$106,000
CSG	\$63,750	\$15,000	\$6,000	\$9,750	\$12,750	\$12,750	\$120,000
BKF	\$98,000	\$29,000	\$9,000	\$18,000	\$15,000	\$23,000	\$192,000

Staff reviewed the proposals and found all proposing teams qualified to perform the work.

DISCUSSION

The proposals received were based on the RFP. The actual adopted budget includes additional funding and Staff has elected to include the Roadway Base Repair/Patching Program with this scope in addition to the services initially requested. On that basis, CSW/ST2 has agreed to increase its budget in the same proportion to the increase in overall budget amounts for design, planning and construction – 8.5% to a total of \$94,185.

ISSUES

Projects are expected to be delivered for construction during Fiscal Year 2009-10. In all cases individual projects will be advanced as soon as is reasonable and possible.

It is possible to divide this project list. For purposes of project management, staff believes it is reasonable to keep the work together at this time. Due to the structure of the funding, work on each project will be accounted for separately.

FISCAL IMPACT

The proposed work will be funded from the adopted FY2009-10 General Capital Projects Fund Budget in the amount of \$94,185. As of the date of budget adoption, said fund had \$1,324,100.00 available, unencumbered for the design and construction of the specific capital improvements listed herein.

A requisition has been prepared.

STAFF RECOMMENDATIONS

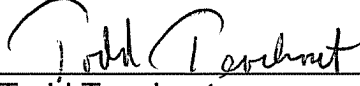
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Adopt a Resolution of the City Council of the City of Sausalito Awarding a Professional Services Agreement to and Authorizing the City Manager to Execute the Professional Services Agreement with CSW/Stuber-Stroeh for Preparation of Plans for FY2009-10 General Capital Fund Projects.

ATTACHMENTS


Resolution
Professional Services Agreement
Requisition

PREPARED BY:



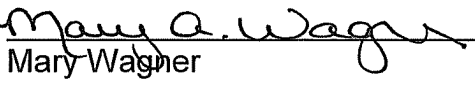
Todd Teachout
City Engineer

REVIEWED BY (Department Head):



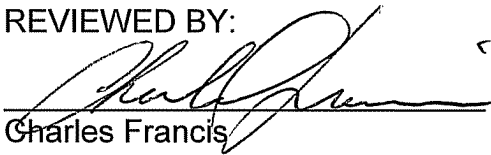
Jonathon Goldman
Director of Public Works

REVIEWED BY (City Attorney):



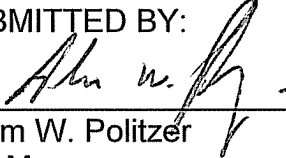
Mary Wagner
City Attorney

REVIEWED BY:



Charles Francis
Administrative Services Director/Treasurer

SUBMITTED BY:



Adam W. Politzer
City Manager

RESOLUTION No. ____

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 CSW/STUBER STROEH FOR PREPARATION OF A PLANS FOR 2009 GENERAL CAPITAL PROJECTS.

WHEREAS, the City Council adopted the FY2009-10 Budget which includes resources to perform the capital projects including:

Project Name
Street Repair Program
Roadway Base Repair/Patching Program
ADA R.O.W. Improvements
Sidewalk Repair
Glen Drive Guardrail
Striping Maintenance
Storm Drain – 349 Sausalito Blvd

; and

WHEREAS, the City solicited proposals from consulting firms to perform the desired planning, design and cost estimating; and

WHEREAS, the City received proposals from 5 teams of consultants; and

WHEREAS, CSW/Stuber-Stroeh submitted a responsive proposal with the lowest cost of the proposing consultants; and

WHEREAS, at its July 21, 2009 regular meeting the City Council heard and considered the proposed scope of services; and

NOW, THEREFORE, the City Council of the City of Sausalito does hereby resolve as follows:

1. CSW/Stuber-Stroeh is qualified to perform the work.
2. The Professional Services Agreement is hereby awarded to CSW/Stuber-Stroeh.
3. The City Manager is authorized to execute a Professional Services Agreement with CSW/Stuber-Stroeh on behalf of the City with a budget of not to exceed \$94,185.
4. City staff is authorized to adjust project cost estimates as necessary to respond to new information so long as total costs not exceed, \$94,185.

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PASSED AND ADOPTED at a regular meeting of the City Council of the City of Sausalito on the 21st day of July, 2009, by the following vote:

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

Mayor, City of Sausalito

ATTEST:

City Clerk

CITY OF SAUSALITO
PROFESSIONAL/CONSULTING SERVICES AGREEMENT

This **PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Agreement") is made and entered into this ___ day of ____, 2009, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and CSW/Stuber Stroh, 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 Rich Souza. 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 at the rate set forth in Exhibit B which is attached hereto and incorporated herein as though set forth in full. Consultant shall not charge City for any administrative expenses or overhead, including without limitation, facsimile, mileage and other/or any other expenses incurred by Consultant in connection with Consultant's provision of the Work. 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.

- (a) To the fullest extent permitted by law (including without limitation, to the extent that they are found to be applicable to this Agreement, California Civil Code Sections 2782 and 2782.6 effective January 1, 2007) Consultant agrees to indemnify, defend and hold City its officers, elected and appointed officials, employees, agents and volunteers harmless from and against any and all liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, but only to the extent resulting from

Consultant's or its consultants negligent acts, recklessness, and/or willful misconduct as determined by a court or forum of competent jurisdiction.

- (b) To the fullest extent permitted by law and without limitation by the provisions of Section 4 relating to insurance, the Consultant shall also indemnify, defend and hold harmless the City its elected and appointed officials, officers, agents, employees and volunteers from and against all liability (including without limitation all claims, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) resulting from any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Consultant or any of the Consultant's officers, employees, agents, licensees, or subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or subcontractor of the Consultant or its subcontractors, the Consultant shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or appropriate discipline of any responsible employee, agent, licensee or subcontractor. The provisions of this Section survive completion of the Project and/or termination of the Agreement.

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 \$ 2,000,000 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 \$ 2,000,000 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, Consultants and agents must be named as Additional 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.

Such documents are not intended or represented to be suitable for reuse by CITY or others on extensions of the Project or on any other project. Any such reuse without written verification or adaptation by CONSULTANT and CONSULTANT's Subconsultants, as appropriate, for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's Subcontractors, and CITY shall indemnify and hold harmless CONSULTANT and CONSULTANT's Subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CITY and CONSULTANT.

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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: Adam W. Politizer
City Manager

By: _____
Its: _____

approved as to form:

Mary Anne Wagner
City Attorney

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EXHIBIT A
SCOPE OF WORK
COST PROPOSAL

CSW/Stuber-Stroeh Engineering Group, Inc. (CSW/ST2) appreciates the opportunity to present our proposal for consulting and design services for the following capital improvement projects:

Annual Street Repair Program
ADA R.O.W. Improvements
Sidewalk Repair
Glen Drive Guardrail
Striping Maintenance
Storm Drain - 349 Sausalito Boulevard

We have divided our Scope of Services and fees for each of the seven projects with a total sum estimate. Actual project(s) start dates as shown on the schedule will vary based upon receipt of signed contracts. Also, should CSW/ST2 be awarded four or more projects, we will reduce fees 5% for each of the selected projects.

SCOPE OF SERVICES

CSWI ST2 agrees to provide the following services and documents:

A. ANNUAL STREET REPAIR PROGRAM

1. Deliverable Item 1 Services

a. Using City provided plans, Google Earth or Marin Maps, CSWI ST2 will provide a topographic base map at a scale of 1" = 20' for the street repair program. We will also perform field observation and provide the approximate locations of existing manholes, rodholes, survey monuments, water valves, and other surface utilities.

b. CSW IST2 will prepare a Scoping "Plan" to generally define the storm drain culvert improvements for the streets listed in the 2008 and 2009 Annual Street Repair Program. This "Plan" will be based on visual observation and TV inspection of the existing storm drain culverts within the street R.O.W. Three days of TV inspection is assumed. Additional TV inspection may be performed on a time and expense basis (\$400/hr. with a 4 hr. minimum charge). Following the creation of the Scoping "Plan," CSWIST2 will consult with the City Engineer regarding the proposed improvements.

c. CSW IST2 will prepare a plans and specification package. The plans will identify the limits of work, and conform at each end and at the intersecting streets. In addition, the plans will include typical street and storm drain culvert sections. Areas with severe grade changes will be designed to meet minimum Title 24 regulations where possible.

Deliverable Item 1

Reproducible set of design drawings and specification manual suitable for public

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bid purposes.

2. Consultation Services

We have provided an allowance for two coordination meetings and discussion between CSW|ST2 and City staff. One initial scoping meeting is assumed prior to and following the Scoping "Plan."

B. ADA R.O.W. IMPROVEMENTS

1. Deliverable Item 1 Services

a. A topographic base map will be created at a scale of 1" = 20' for the project area (Bridgeway from Richardson to Napa, Caledonia from Bridgeway to Napa). Three days of field survey are anticipated to supplement the existing City survey performed in 2007.

b. CSW|ST2 will prepare design plans and specifications. Design plans will include detailed drawings of each ADA ramp, identifying grades, limits of work, and proposed elevations.

Deliverable Item 1

Reproducible set of design drawings and specification manual suitable for public bid purposes.

2. Consultation Services

We have provided an allowance for one coordination meeting and discussion between CSW|ST2 and City staff.

C. SIDEWALK REPAIR

1. Deliverable Item 1 Services

a. Using City provided plans, Google Earth or Marin Maps, CSW|ST2 will provide a topographic base map at a scale of 1" = 20' for the sidewalk repair program. Should a field survey be required due to ADA compliance or potentially severe terrain, this service may be performed on a time and expense basis.

b. CSW/ST2 will prepare design plans which will include limits of work, identifying grades, typical sections, and proposed elevations.

Deliverable Item 1

Reproducible set of design drawings suitable for public bid purposes.

2. Consultation Services

We have provided an allowance for discussions between CSWI ST2 and City staff.

D. GLEN DRIVE GUARDRAIL

1. Deliverable Item 1 Services

- a. A topographic base map will be created at a scale of 1"=20' for the project area (approximately 500 feet from 229 San Carlos Avenue to Glen Street). This base map will be created from a field survey. The field survey will locate existing site features around the proposed improvement which include street edge of pavements, surface utilities, and survey monuments (if available).
- b. CSW|ST2 will prepare design plans and specifications. The design plans will include limits of work, typical Caltrans guardrail sections and end treatments, and utility relocation (if applicable). Structural calculations are not included in this scope of services.

Deliverable Item 1

One reproducible set of design drawings and specification manual suitable for public bid purposes.

2. Consultation Services

We have provided an allowance for two Planning Commission meetings. In addition, we anticipate two coordination meetings and discussions with City staff. These City staff meetings will be prior to and following the Planning Commission meetings.

E. STRIPING MAINTENANCE

1. Deliverable Item 1 Services

- a. Using Marin Maps, provide a topographic base map at a scale of 1" =20' for the striping maintenance areas (southern Bridgeway corridor and Alexander Ave.). Perform field observation and provide the approximate locations of existing shoulder striping locations.
- b. Prepare a Scoping "Plan" to generally define the striping improvements for the southern Bridgeway corridor for layout changes to improve shoulder widths. In addition, portions of Alexander Avenue from the South City Limit to South Street will be evaluated for additional width on the uphill side of the road.
- c. Following the Planning Commission and neighborhood meetings, CSW|ST2 will refine the Scoping "Plan" and prepare a striping plan. The striping plan will include limits of work and typical street cross sections.

Deliverable Item 1

Reproducible set of design drawings and specification manual suitable for public bid purposes.

2. Consultation Services

We have provided an allowance for two Planning Commission meetings. In addition, we anticipate three neighborhood meetings with City staff prior to and following the Planning Commission meetings. We are assuming that City staff will provide the facility and notifications for the neighborhood meetings. The neighborhood meeting styles are assumed to be in a charette format for the first and second meetings. The third meeting is expected to be a report out meeting.

F. STORM DRAIN - 349 SAUSALITO BOULEVARD

1. Scenario 1 - Deliverable Item Services

- a. CSW|ST2 will prepare a preliminary hydrology and hydraulic report regarding the feasibility of modifying the existing culvert on Hecht Avenue to redirect storm water flows to the roadside ditches. The report will consist of a hydrologic study of the watershed above the project area (349 Sausalito Boulevard) to estimate the 10-year storm drain runoff volume. Additionally, we will prepare hydraulic calculations for an approximate section of Hecht Avenue roadside ditch to determine the feasibility for conveying the 100-year storm.
- b. CSW|ST2 will prepare design plans and specifications for the storm drain improvement. The design plans will incorporate topography base maps from Marin Maps and field observations of existing storm drain facilities. The design plans will include a plan view of the proposed storm drain location, typical cross section details, and limits of work.

Deliverable Item 1

Reproducible set of design drawings and specification manual suitable for public bid purposes.

2. Consultation Services

We have provided an allowance for one coordination meeting and discussion between CSW|ST2 and City staff.

Any services beyond those specifically outlined above will be billed as Additional Services. The inclusion of Additional Services to the Scope of Work will require written amendment to the contract to be signed by the City and CSW|ST2 before the Additional Services are to be provided. (See Additional Services.)

G. BASE REPAIR PROGRAM

1. Deliverable Item 1 Services

- a. A map will be created from available mapping resources showing approximate locations of repair sites. This base map will be created from a field survey. The field survey will locate the work areas and tie it to a street address. Affected delineation will be depicted or otherwise described to assure delineation is preserved after construction work is completed.

b. CSW|ST2 will prepare design plans and specifications. The design plans will include a table of repair sites, typical repair sections.

Deliverable Item 1

One reproducible set of design drawings and specification manual suitable for public bid purposes.

2. Consultation Services

We have provided an allowance for one coordination meeting and discussion between CSW|ST2 and City staff.

FEES - CSW|ST2 agrees to provide the services described above for the following fixed fees.

A. Annual Street Repair Program	
1. Deliverable Item 1 Services	\$ 41,300.00
2. Consultation	\$ 1,500.00
Total- Project Phase A	\$ 42,800.00
B. ADA R.O.W. Improvements	
1. Deliverable Item 1 Services	\$ 16,800.00
2. Consultation	\$ 1,000.00
Total- Project Phase B	\$ 17,800.00
C. Sidewalk Repair	
1. Deliverable Item 1 Services	\$ 2,500.00
2. Consultation	\$ 500.00
Total - Project Phase C	\$ 3,000.00
D. Glen Drive Guardrail	
1. Deliverable Item 1 Services	\$ 6,600.00
2. Consultation	\$ 2,000.00
Total - Project Phase D	\$ 8,600.00
E. Striping Maintenance	
1. Deliverable Item 1 Services	\$ 3,000.00
2. Consultation	\$ 3,500.00
Total - Project Phase E	\$ 6,500.00
F. Storm Drain - 349 Sausalito Boulevard	\$ 7,700.00
1. Scenario 1 -Deliverable Item 1 Services	\$ 3,000.00
2. Consultation	\$ 500.00
Total- Project Phase F	\$ 3,500.00
G. Base Repair Program	
1. Deliverable Item 1 Services	\$7,200.00
2. Consultation	\$500.00
Total-Project Phase G	\$7,700
TOTAL, ITEMS A-F	\$ 89,900.00

Reimbursable costs for printing, supplies, agency submittal/permit fees, travel and other miscellaneous or incidental expenses **will** be billed in addition to the amounts shown above in accordance with our enclosed billing policy.

ASSUMPTIONS

The provision of the Scope of Services is based upon the following assumptions:

Phase A: 24 hours of TV inspections of storm drain culverts **will** be performed. Minimum TV inspections time is 4 hours.

Phase C: The sidewalk repair project estimate, listed in the RFP, is assumed to include both construction and design costs. No field survey is assumed. If this phase becomes a scoping project for a moderate to large sidewalk repair, CSW|ST2 **will** perform consultation and design on a time and expense basis.

CLIENT TO PROVIDE

The following is a list of items to be provided to us in order to perform the above Scope of Services:

- Executed contract
- Access to the site
- All Agency fees (if applicable)

ADDITIONAL SERVICES

CSW|ST2 agrees to perform all of the items listed in the Scope of Services. However, the following items are excluded from the Scope of Services of this contract. They may be added at the request of the City as a revision to this proposal, or under a future proposal or amendment. Fees for these services **will** be billed on a time and expense basis with a budget estimate provided or for a fixed fee based upon a defined scope of work. Additional items CSW|ST2 can provide include (but are not limited to):

- Bidding and Permit Assistance
- Construction Administration
- Construction Staking
- Stormwater Pollution Prevention Plan (SWPPP)
- Traffic Plan for Construction
- Phasing Plan
- Graphic Displays over and above for Council Meetings
- Structural Calculations

EXCLUSIONS

The following items are excluded from the Scope of Services of this contract.

These services are not provided by CSW|ST2. CSW|ST2 would be willing to assist the City in locating a consultant to supply these services.

- Geotechnical Engineering (Investigation, Report, Services)
- Traffic Study
- Noise Study

If you have any questions or wish to modify the Scope of Services, please contact Rich Souza at (415) 883-9850, or via email at RichS@cswst2.com.

A

Requisitions Proof List

Date: 07/17/2009
Time: 08:20:08

<u>Req No</u>	<u>Req Date</u>	<u>Item Name</u>	<u>Vendor No</u>	<u>Appr Status</u>	<u>Account No</u>	<u>PM Task and Type</u>	<u>Quantity</u>	<u>Price</u>	<u>Amount</u>
Dept: 410									
0000700	07/17/2009	Employee No:TEACT	WESTYOST	Approved	110-550-3000-320	CK07001-100 Service	1.00	64,858.00	64,858.00
0000701	07/17/2009	Warning: General Ledger	KENNEDYJ	The budget for account 110-550-3000-320 is exceeded by \$107,588.12	110-550-3000-320	CK03001-135 Service	1.00	134,000.00	134,000.00
0000702	07/17/2009	Warning: General Ledger	CSW	The budget for account 110-550-3000-320 is exceeded by \$176,730.12	100-410-3000-320	CN09001-100 Service	1.00	94,185.00	94,185.00
		Warning: General Ledger		The budget for account 100-410-3000-320 is exceeded by \$91,251.00					
							Employee Total:		293,043.00
							Dept Total:		293,043.00
							Grand Total:		293,043.00

SPECIAL INSTRUCTIONS:
 CSW ADDRESS - CHANGED TO
 45 LEVERONI CT.
 NOVATO, CA 94949

6F
 2A