



STAFF REPORT

SAUSALITO CITY COUNCIL

AGENDA TITLE:

Consultant Services Agreement – Sewer Project Design Services – Alexander Avenue Shoreline Sewer

RECOMMENDED MOTION:

Authorize City Manager to execute contract with Kennedy Jenks Consultants

SUMMARY

The City of Sausalito owns and operates sanitary sewer collection system as a maintain service to ratepayers. Maintaining the sewer facilities is a responsibility of safe and effective operation. Sewer segments, identified as Priority 1 Sewer Segments, are currently under design. There is also a need to begin detail design and environmental review efforts for the Alexander Avenue Shoreline Sewer along Swedes Beach and the beach area along South Street and Alexander Avenue, a Priority 2 Sewer repair segment. Kennedy Jenks submitted a proposal to provide engineering services to prepare construction plans and documents for environmental review. This new work will use information from earlier assessment work prepared by Kennedy Jenks. Given the previous work we believe Kennedy Jenks is most qualified to continue design work.

Staff seeks authorization to enter into an agreement with Kennedy Jenks. Staff recommends adoption of the attached resolution awarding contract to Kennedy Jenks and authorizing the City Manager to execute agreements on behalf of the City.

BACKGROUND

There is a sanitary sewer located in the beach areas of the City along property fronting Alexander Avenue, South Street and Second Street. This line had been a force main (under pressure) and was operated as both a sewer main and a conveyance line to the Sausalito Marin City Sanitary District Treatment Plant. The District installed a replacement conveyance line several years ago and since completion of that new conveyance line the older line has been operated by the City as a gravity (non-pressurized) sewer main. This steel line, located in a salt water tidal zone, is vulnerable to damage. In 2003 and 2004 the City hired Kennedy Jenks Consultants to do an assessment of the line. A Technical Memorandum was prepared in April 2004. Key Staff resigned in 2004 and progress on the project stopped.

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New staff was hired, regulatory actions, and legal actions occurred prompting reactivation of the project. In 2008 the City hired West Yost Associates to evaluate and recommend project priorities of a list of sewer segments identified for repair. The subject segment was identified as the Priority 2, segment, due to what is expected to be a complex environmental review and permitting process through BCDC and other agencies.

As a result of Kennedy Jenks earlier work the City solicited a proposal from the firm to develop the project further including Pre-design, Preliminary Design and Final Design services. Kennedy Jenks is an established firm with a long term presence in the Bay Area. Staff reviewed the proposal and concluded the firm is qualified to perform the work.

ISSUES

There are other approaches to making corrections. As the project is developed further it is expected that the optimal repair approach and routing will be determined. Should that concept deviate from the assumptions in the current proposal additional services may be needed. At this time staff is not certain as to how likely such a scenario will occur.

FISCAL IMPACT

The proposed work will have no impact on the General Fund. The work is proposed to be funded from the Sewer Fund which comes from sewer charges added to property tax assessments.

Kennedy Jenks submitted a range of costs depending on the necessary studies to obtain environmental clearances. Staff believes that it is appropriate to authorize the higher amount of \$134,000 due to the location of the facility in sensitive intertidal zone areas. The funding will come from the Capital Projects accounts in the Sewer Fund.

STAFF RECOMMENDATIONS

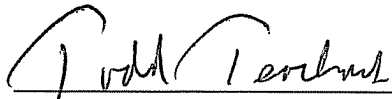
Adopt the attached resolution authorizing the City Manager to execute a professional services agreement with Kennedy Jenks Consultants. The authorized amount shall not to exceed \$134,000 without further authorization.

ATTACHMENTS

Resolution
Professional Services Agreement
K-J Proposal

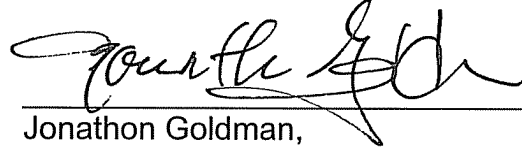
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PREPARED BY:



Todd Teachout, City Engineer

REVIEWED BY (Department Head):



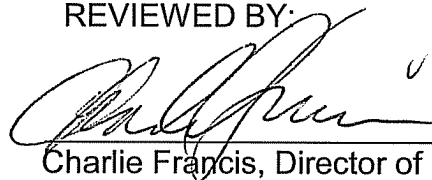
Jonathon Goldman,
Director of Public Works

REVIEWED BY (City Attorney):



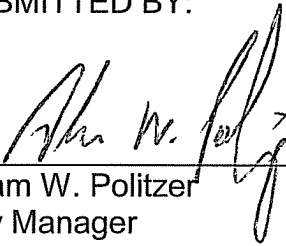
Mary Wagner, City Attorney

REVIEWED BY:



Charlie Francis, Director of Finance

SUBMITTED BY:



Adam W. Politzer
City Manager

RESOLUTION ___-09

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 KENNEDY JENKS CONSULTANT FOR ALEXANDER AVENUE SHORELINE SEWER PROJECT.

WHEREAS, the City Council operates the sewer collection system; and

WHEREAS, the City is responsible for the maintenance and safe operation of sewer segments; and

WHEREAS, the City identified the need to repair a sewer main segment known as the Alexander Avenue Shoreline Sewer; and

WHEREAS, Kennedy Jenks Consultants submitted a proposal for engineering services for an amount of \$134,000, and

WHEREAS, this estimate was determined by staff to be reasonable given the location of the line and the expected complexity to develop engineering plans and environmental documents; and

WHEREAS, at its July 21, 2009 regular meetings the City Council heard and considered comments and concerns about the proposed scope of services; and

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

1. Kennedy Jenks Consultants is qualified to perform the work.
2. The Professional Services Agreement is hereby awarded to Kennedy Jenks Consultants.
3. The City Manager is authorized to execute a Professional Services Agreement with Kennedy Jenks Consultants for an amount not to exceed \$134,000 without further authorization.
4. City staff is authorized to adjust category amounts as necessary to respond to new information so long as total costs not exceed, \$134,000.

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

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

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Mayor, City of Sausalito

ATTEST:

City Clerk

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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 **Kennedy Jenks Consultants** (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 **Joel Faller**. 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.

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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.

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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Kennedy/Jenks Consultants

Engineers & Scientists

303 Second Street, Suite 300 South
San Francisco, California 94107
415-243-2150
FAX: 415-896-0999

27 April 2009

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

Subject: Alexander Avenue Shoreline Sewer Project
Scope of Services and Budget Proposal
K/J B09060

Dear Mr. Teachout:

We are pleased to submit the following proposal to assist the City of Sausalito (City) with the evaluation and design of the existing Alexander Avenue Shoreline Sewer for the service area known as Block 303.

Background/Project Understanding

There is a small sewer service area in Southern Sausalito which is comprised of approximately 20 waterfront parcels east of Alexander Avenue and adjacent to the City limit line. This cluster of parcels is designated as Block 303 on the County of Marin's Assessor Map. Private sewer laterals from the individual parcels are interconnected along the hillside and routed to a City sewer connection manifold along the beach. There is very limited available information on the existing location and layout of the private sewer lines. Information on how the individual parcels are interconnected is also very limited.

At the base of the hillside, the individual sewer lines merge into two main laterals that connect to a City sewer manifold located at beach-grade below a residential pier structure. The City's manifold is buried just beneath the beach surface; it consists of two 6-inch service connections. One 6-inch connection appears to serve six parcels to the north of the manifold with the other connection serving the remaining 12 or so parcels to the south. The south lateral includes three private sewage lift stations that provide sewer service to residential units located near the shoreline and below the hydraulic grade line of the current wastewater transport system.

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The City's 6-inch manifold is connected to an existing Sausalito-Marin City Sanitary District (SMCSD) 20-inch cast iron force main that is buried in the beach surf zone sediments with minimal cover. The force main is under pressure and runs along the shoreline from SMCSD's Main Street Pump Station located at the east end of Main Street to SMCSD's wastewater treatment plant located near Fort Baker further south. The existing 50-year-old force main is severely corroded and SMCSD plans to completely abandon the pipeline as soon as the City's manifold connection is relocated and connected to another part of the collection system.

A new 20-inch force main was constructed upland in City streets, is in operation, and replaces the function of the old force main along the shoreline in transporting wastewater from the Main Street Pump Station to the Treatment Plant. A Mitigated Negative Declaration (MND) was prepared by ESA for the force replacement that included plans for re-routing of the City's lateral connection and abandonment of the old corroded pipeline. However, the City's service lateral manifold remains connected to the old force main to provide sewer service to the Block 303 area. The old force main is currently isolated at the treatment plant. Sewage from Block 303 is currently routed through the old force main in the reverse flow direction back to the Main Street Pump Station where it is pumped through the new force main to the wastewater treatment plant.

A means of providing reliable and maintainable sewer service to the Block 303 area is needed with the replacement and abandonment of the existing 20-inch conveyance force main along the shoreline.

In April 2004, Kennedy/Jenks Consultants was asked by SMCSD and the City to identify feasible alternatives to provide sewer service to this area and disconnect from the old shoreline force main. A site evaluation was conducted and a Draft Technical Memorandum dated 10 May 2004 resulted, which provided several concepts for addressing the challenge of transitioning the service lateral connection from the old force main system to a new sewer collection system. The evaluation of alternatives, including a review of advantages and disadvantages, was discussed in a workshop with SMCSD and the City on 11 May 2004. The workshop led to further investigation of alternatives, including additional field surveying of existing topography and utilities in the area, and preparation of conceptual level drawings.

Of the alternatives studied in 2004, the preferred alternative was to collect and connect the Block 303 service area to the 6-inch gravity sewer from Valley Street that runs along the hillside and serves the Cote d'Azur condominium complex. The sewer lateral, which runs between the Cote d'Azur condominium complex, is a private section of sewer that would need to be acquired by the City. The condition of this section of sewer would need to be assessed and may require rehabilitation or replacement. This service lateral would extend south and terminate with a manhole at the edge of the Block 303 service area. In addition, the sewer line extension would cross private property that would require a City utility easement. This manhole would serve as the interface connection point between the City's service lateral and the private laterals for the individual parcels within the Block 303 service area.

In the summer of 2004, the City prepared a fact sheet and was planning to contact the Block 303 property owners to begin assessing the location and condition of the private laterals

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for the individual residences. Plans on how to re-route and connect to the new proposed City lateral connection manhole were also to be shared with property owners. It is our understanding that these contacts and assessments were not performed and that no further work was performed on developing and advancing this work.

The following proposed scope of services revisits the proposed alternatives with a fresh perspective. Our goals include:

- Work jointly with the City to develop further the most feasible alternative for final design
- Prepare an Engineer's Opinion of Probable Cost
- Design the recommended collection system improvements for Block 303 that are in the apparent best interest of the City, SMCSD and the local residents, if the Engineer's Opinion of Probable Cost is agreed to by the City
- Allowing the old force main to be abandoned in the shortest time possible

Scope of Services

The following is our proposed scope of services for pre-design, preliminary design, and final design of the recommended collection system improvements for the Block 303 service area. Our proposed scope and budget are based on the approach of extending the existing 6-inch sewer lateral through the Cote d'Azur complex that would terminate with a manhole near the Block 303 service area boundary. This would be the point where the City takes ownership in providing and maintaining sewer service. The City would then work with the Block 303 property owners to reroute their private service laterals to this new gravity sewer manhole and abandon the sewer manifold connection to the old force main. The assessment and design of rerouting the private sewer laterals from Block 303 service area to a new City gravity manhole is not included in this scope of services. Kennedy/Jenks will work with the City to develop a transition program to the new sewer collection system and provide technical support.

Phase 1 - Predesign

The scope of the predesign work phase is to conduct a site visit to observe and note possible changes and obtain an updated condition assessment, revisit the Draft Technical Memorandum prepared in May 2004, identify the best-case alternative for final design and implementation, and prepare an Engineer's Opinion of Probable Construction.

Task 1.1 – Site Visit and Review of Alternatives

Kennedy/Jenks will conduct a site visit with City and SMCSD representatives to review the service area in question and the previously prepared Draft Technical Memorandum to reacquaint ourselves with the layout of the existing conditions, assess any changes which may have occurred in the previous five years, and re-visit the alternatives previously studied. We will

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then meet with the City and SMCSD to review the site walk, and discuss our observations and the alternative(s) to be further developed in selecting the best overall project for final design and implementation.

Task 1.2 – Identify Sewer Utility Easements

Under this task, Kennedy/Jenks will identify temporary and permanent utility easements that are required for construction and maintenance of the recommended sewer system improvements for the Block 303 service area. We would work with the City in contacting the Cote d'Azur to determine the feasibility of the City taking over the section private service lateral and assessing the condition of the private sewer, manholes, and cleanouts. We assume the City will lead this endeavor and will provide the labor and equipment for video inspection and location of the private section of sewer line. The utility easement areas will be shown on preliminary site maps and included in the predesign technical memorandum prepared under Task 5. We assume the City would be responsible for all required fees and for obtaining necessary utility easements. Kennedy/Jenks will assist in preparing the legal descriptions and survey plats as part of the preliminary design phase.

Task 1.3 – Identify Construction Permits

Under this task, Kennedy/Jenks will identify the permits that are necessary for construction of the recommended sewer system for the Block 303 service area including the Bay Conservation and Development Commission (BCDC), Corps of Engineers (Corps), and State Lands. Identified permits that are required for construction will be described in the predesign technical memorandum prepared under Task 5.

Task 1.4 – CEQA Strategy Review

Under this task, our subconsultant ESA will review the prior Mitigated Negative Declaration (MND) force main replacement project relative to the currently proposed work to identify the appropriate CEQA strategy. This will require input from both Kennedy/Jenks and City staff regarding proposed physical work, private property acquisition, and discretionary actions that will be required in order to implement the project. ESA will prepare a Technical Memorandum identifying a recommended CEQA strategy. Potential approaches may include: 1) use of the existing approved MND; 2) use of an Addendum to the MND; 3) preparation of a new MND; or 4) preparation of an EIR. We have included tasks for preparation of an Addendum and a new MND in our scope of work, to be authorized on a task basis. In the event that an EIR is required, ESA will prepare a separate scope of work.

Task 1.5 – Predesign Technical Memorandum

Kennedy/Jenks will re-visit and update the previously prepared Draft Technical Memorandum on the evaluation of alternatives, identifying the preferred sewer system option for the Block 303 service area and include a conceptual-level Engineer's Opinion of Probable Construction Costs.

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The Pre-design Technical Memorandum will include conceptual level plan and profile drawings, required utility easements, and permits necessary for construction. The CEQA review will be prepared under a separate technical memorandum and included with the predesign technical memorandum. Five copies of the Pre-design Technical Memorandum will be provided for the City's review. Upon the City's review and concurrence with the findings and recommendations in the predesign technical memorandum, Kennedy/Jenks will proceed with preliminary design of the recommended sewer system extension for the Block 303 service area.

Phase 2 - Preliminary Design

Based on the City's approval of the pre-design technical approach and concepts, Kennedy/Jenks will proceed with preliminary design. Budgets for the preliminary design tasks will be revisited upon completion of the predesign phase and selection of the best-case sewer system project for final design.

Task 2.1 – Supplemental Surveying and Utility Potholing

Kennedy/Jenks will arrange for supplemental surveying and potholing of utilities that may be required for final design. Since the scope of this task is not clear at this time, we have provided a budget allowance for this task.

Task 2.2 – Geotechnical Consultation

Geotechnical consultation will be provided in support of the preliminary design of the recommended project. This may include geologic characterization of the project site, recommendations for bedding and backfill materials, slope protection, and erosion control. We have provided a budget allowance for this task. If geotechnical explorations and laboratory soil analyses are required, we will provide a separate scope of work for these services. We propose using Geomatrix for this task.

Task 2.3 – Easement Survey Descriptions

Kennedy/Jenks will provide technical assistance to the City in acquiring the necessary temporary and permanent construction easements for the project. Kennedy/Jenks will work with a local surveyor to prepare the necessary survey legal descriptions and plats, and will provide technical support as needed. We have provided a budget allowance for this task.

Task 2.4 – Permitting Assistance

Kennedy/Jenks will provide technical assistance to the City in acquiring the necessary permits for construction of the project. This includes assistance in completing the permit applications and providing engineering and technical support. We have provided a budget allowance for this task.

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Task 2.5 – Environmental Document

Mitigated Negative Declaration (MND) Addendum

If appropriate, ESA will prepare an addendum to the prior MND for the force main replacement. This document can be either be used by the City internally, or used in a public process to support a new discretionary action. ESA's scope of work includes preparation of a draft Addendum, one round of comments, and preparation of a final Addendum. ESA's scope of work assumes that the City will complete appropriate processing.

Mitigated Negative Declaration (MND) Document

If required, ESA will complete a new administrative draft MND for the project for review by City staff. ESA will respond to one round of comments, and will prepare a public draft MND for distribution by the City. ESA's scope of work assumes distribution and noticing by City staff. Following receipt of public comment, ESA will prepare a Final MND for consideration by the City Council. ESA's scope of work assumes one round of comments for all deliverables, and that certification materials will be prepared by City staff.

ESA will confirm the above scope of work based on actual project design and the number of alternatives requiring analysis. Also, as noted above under the Pre-design Phase, in the event that an EIR is required, ESA will prepare a separate scope of work for this task.

Task 2.6 – Preliminary Design Drawings

Under this task, Kennedy/Jenks will prepare preliminary design drawings for the sewer line extension to an approximate 50% level of completion. The preliminary design drawings will be used for acquiring the necessary utility easements and permits for construction and environmental documentation. Included with the preliminary design drawings will be a list of specifications and selected technical specification sections and an updated Engineer's Opinion of Probable Construction Costs. Five copies of the preliminary design package will be submitted to the City for review and comment. Comments will be addressed and incorporated in the final design. Upon approval from the City's, Kennedy/Jenks will proceed with final design in preparing construction documents for bidding.

Phase 3 - Final Design

Under the final design phase, Kennedy/Jenks will prepare construction documents consisting of final drawings and specifications for bidding of the sewer line extensions through the Cote d'Azur property to the Block 303 service area. As previously discussed, this final design scope does not include design of rerouting the private service laterals within the Block 303 service area to the new sewer line extension and manhole.

This design package could include the rehabilitation of the sewer lateral along the beach between Valley Street and Main Street. In October 2001, Kennedy/Jenks prepared and

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submitted preliminary design drawings and technical specifications for the sewer line rehabilitation to the City. It is our understanding the sewer line rehabilitation work was not constructed. This section of sewer was previously video inspected and identified a number of dips/sags in the line and a submerged discharge at the trunk sewer manhole at Main Street. The rehabilitation work should be constructed as part of the sewer line extension and service to the Block 303 area.

Task 3.1 – Preparation of Final Design Documents for Bidding and Construction

3.1a - Sewer Line Extension to Block 303 Service Area

Kennedy/Jenks will prepare up to six design drawings for the new 6-inch sewer line extension to the Block 303 service area. Drawings will include plan and profile sheets for the gravity sewer pipeline and manholes, cross-sections of the sewer line along the slope, site improvements, slope protection, trench sections, and connection details.

3.1b - Valley Street to Main Street Sewer Replacement

Kennedy/Jenks will complete the final design for the proposed 8-inch sewer line replacement along the shoreline between the east end of Valley Street and Main Street. We will prepare up to four design drawings for the sewer line replacement, connection to the upstream and downstream manholes and reconnecting service laterals. Drawings will include a plan and profile, site plan, trench section and details.

Drawings will be prepared in AutoCAD and scaled for a full-size 22-inch by 34-inch drawing. Five copies of half-size 95% complete drawings will be submitted for the City's review. Comments will be addressed and included in a final set of stamped drawings ready for printing and reproduction of bid sets.

3.1c - Specifications

Kennedy/Jenks will prepare one set of technical specifications (CSI Divisions 1 through 17) for the project. We presume that "front-end" contract documents, general conditions, and supplemental conditions (CSI Division 0) will be prepared by the City. In addition, we have assumed that the City will handle the printing and distribution of contract documents to prospective bidders.

Task 3.2 - Assistance during Bidding

Kennedy/Jenks will provide assistance during the advertising and bidding of the project for construction. Under this task we will attend a pre-bid meeting, assist in answering questions from prospective contractors and in the preparation of up to two addenda during the bidding period, and will review the construction bids with the City. We assume the City will handle the printing and distribution of contract addenda.

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Proposed Budgets

Our proposed budgets for the pre-design, preliminary design, and final design phases are presented below:

Task	Budget
<i>Phase 1 - Predesign</i>	
1.1 – Site Visit and Review of Alternatives	\$4,600
1.2 – Identify Sewer Utility Easements	\$3,400
1.3 – Identify Construction Permits	\$2,500
1.4 – CEQA Strategy Review (ESA)	\$7,400
1.5 – Predesign Technical Memorandum	\$6,600
Subtotal	\$24,500
<i>Phase 2 - Preliminary Design</i>	
2.1 – Supplemental Surveying and Potholing (Allowance)	\$6,000
2.2 – Geotechnical Consultation (Allowance)	\$6,500
2.3 – Easement Survey Descriptions and Plats (Allowance)	\$5,000
2.4 – Permitting Assistance (Allowance)	\$4,000
2.5 – Environmental Document - MND (Range)	\$15,000 - \$35,000
2.6 – Preliminary Design Drawings (50% Design)	\$15,000
Subtotal	\$51,500 - \$71,500
<i>Phase 3 – Final Design</i>	
3.1 – Preparation of Final Design Documents for Bidding and Construction	
3.1a – Sewer Line Extension to Block 303	\$15,000
3.1b – Sewer Line Replacement – Valley to Main Street	\$9,400
3.1c – Technical Specifications (Divisions 1 thru 17)	\$8,600
3.2 – Assistance During Bidding	\$5,000
Subtotal	\$38,000

This fee estimate is based on the Scope of Services previously identified and our Schedule of Charges, dated January 1, 2009, enclosed.

Budget for engineering services during construction is not provided within this proposal; however, if requested, Kennedy/Jenks would be happy to provide budget at a later date.

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City of Sausalito
27 April 2009
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Schedule

Kennedy/Jenks proposes to complete the Scope of Services previously described according to the following schedule:

Pre-design TM	Within 6 weeks after Notice To Proceed
Preliminary Design	8 weeks after Pre-design TM review and approval
Final Design	6 weeks after Preliminary Design submittal review and approval

Basis of Compensation

We propose that compensation for our services be on a time and expense reimbursement basis in accordance with our standard Schedule of Charges, enclosed. Payments shall be made monthly based on invoices, which describe services and list actual costs and expenses.

Terms and Conditions

This proposal is based on current projections of staff availability and costs and, therefore, is valid for 90 days following the date of this letter.

To assure a clear understanding of all matters related to our mutual responsibilities, the attached Standard Conditions dated January 1, 2007 are made a part of our agreement. We have found these terms to be appropriate for use with agreements for the provision of engineering and scientific services, and accordingly, should any conflict exist between the attached terms and the form of any purchase order or confirmation issued, the terms of this proposal and the attached Standard Conditions shall prevail in the absence of our express written agreement.

Project Team

Kennedy/Jenks proposes the following key project team members for the Alexander Avenue Shoreline Sewer Project. These key team members bring relevant experience and expertise in wastewater collection/transport system planning, rehabilitation, design and implementation.

Project Manager – Joel Faller, P.E. – Joel will serve as the Project Manager and be the primary point of contact with the City. Joel is a resident of Novato and has over 25 years of experience in project management and engineering, with expertise in wastewater collection, pumping, treatment and reuse. Joel's experience in the North Bay includes working with the City of Sausalito and Sausalito-Marin City Sanitary District on a number of projects including the Beach Force Main Replacement, Main Street Pump Station Upgrade, Gate 5 Pump Station Improvements, Princess Street Pump Station Repairs, and various plant improvement projects.

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27 April 2009
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Project Engineer – Patrick Johnston, P.E. – Patrick will serve as project engineer. Patrick is a civil engineer with experience in planning, design, and modeling of wastewater collection systems. Patrick was the lead engineer on the prior work in assessing existing conditions and evaluation of sewer system alternatives for the Block 303 service area. In addition, Patrick has recently worked on wastewater collection systems for the National Park Service at Point Reyes and Yosemite, and for the City of Richmond.

Staff Engineer – Aileen Kondo, P.E. – Aileen will assist Patrick in providing engineering design support for the sewer line assessment and extension to the Block 303 service area and will assist in completing the final design for sewer replacement between Valley Street and Main Street.

Environmental Consultant – Jim O'Toole, ESA – ESA worked with Kennedy/Jenks in preparing the Mitigated Negative Declaration for the Beach Force Main Replacement Project. Jim is located in ESA's Petaluma office and has work on a number of environmental documents for North Bay agencies including SMCSD.

Geotechnical Consultant – Mike Traubenik, Geomatrix – Geomatrix has worked with Kennedy/Jenks on a number of pipeline projects in providing geotechnical services including field explorations, soil classifications, liquefaction mitigation, fault crossings, and trench designs.

QA/QC – Kerwin Allen, P.E. – Kerwin will serve as our primary quality assurance/quality control (QA/QC) reviewer. Kerwin is a senior principal engineer with over 25 years of civil and structural engineering experience in utility infrastructure projects and municipal wastewater collection and pumping systems.

Full-length resumes will be provided upon request.

Kennedy/Jenks Consultants

Mr. Todd Teachout
City of Sausalito
27 April 2009
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Please do not hesitate to call me with any questions regarding the proposed scope and budget and our qualifications.

If this proposal meets with your approval, please sign where noted below and return a copy to our office to serve as our authorization.

Thank you for considering us for this work. We look forward to working with you on completing this project.

Very truly yours,
KENNEDY/JENKS CONSULTANTS, INC.


Joel A. Faller, PE
Principal Engineer

AUTHORIZATION:

CITY OF SAUSALITO

By: _____
(Signature)

(Print Name)

Title: _____

Date: _____

Enclosure

Client/Address: City of Sausalito
420 Litho Street
Sausalito, California 94965

Contract/Proposal Date: 29 April 2009

Schedule of Charges

January 1, 2009

Personnel Compensation

Classification	Hourly Rate
CAD-Technician	\$95
Designer-Senior Technician	\$125
Engineer-Scientist-Specialist 2	\$120
Engineer-Scientist-Specialist 3	\$135
Engineer-Scientist-Specialist 4	\$150
Engineer-Scientist-Specialist 5	\$165
Engineer-Scientist-Specialist 6	\$185
Engineer-Scientist-Specialist 7	\$210
Engineer-Scientist-Specialist 8	\$220
Engineer-Scientist-Specialist 9	\$225
Project Administrator	\$85
Administrative Assistant	\$70
Aide.....	\$55

In addition to the above Hourly Rates, a three percent Communications Surcharge will be added to Personnel Compensation for normal and incidental copies, communications and postage.

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

Reimbursement for use of computerized drafting systems (CAD), geographical information systems (GIS), and other specialized software and hardware will be at the rate of \$12 per hour.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Other in-house charges for prints and reproductions, equipment usage, laboratory analyses, etc. will be at standard company rates.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2009 through December 31, 2009. After December 31, 2009, invoices will reflect the Schedule of Charges currently in effect.

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Client: City of Sausalito

Contract/Proposal Date: 29 April 2009

Standard Conditions

January 1, 2007

CLIENT and KENNEDY/JENKS CONSULTANTS, INC. ("CONSULTANT") agree that the following provisions shall be a part of their agreement.

1. **TERMS OF PAYMENT.** CLIENT will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONSULTANT within thirty (30) days of the date of such invoice.
2. **EFFECT OF INVOICE.** The work performed shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective, and the invoice amount(s) in dispute. CLIENT shall pay undisputed amounts as provided for in the preceding paragraph.
3. **INTEREST; SUSPENSION OF WORK.** Failure of CLIENT to make full payment of an invoice so that it is received by CONSULTANT within said thirty (30) days of the date thereof subjects the amount overdue to a delinquent account charge of one percent (1%) of the invoice amount per month, compounded monthly, but not to exceed the maximum rate permitted by law. Failure of CLIENT to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONSULTANT's discretion.
4. **ADVANCE PAYMENT: WITHHOLDING OF WORK PRODUCT.** CONSULTANT reserves the right to require payment in advance for work it estimates will be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT's outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the scope of work. CONSULTANT is not obligated to provide services in excess of the authorized budget.
5. **STANDARD OF CARE.** CONSULTANT's services performed under this agreement will be performed in a manner consistent with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality. When the findings and recommendations of CONSULTANT are based on information supplied by CLIENT and others, such findings and recommendations are correct to the best of CONSULTANT's knowledge and belief. No warranty, express or implied, is made or intended by this agreement, or by the foregoing statement of the applicable standard of care, or by providing consulting services or by furnishing oral or written reports of findings made. No entity other than CLIENT or CONSULTANT shall be construed as a beneficiary to this Agreement.
6. **INSURANCE COVERAGE.** CONSULTANT is protected by Worker's Compensation insurance as required by applicable state laws and will maintain employer's liability coverage. During the performance of this agreement CONSULTANT will maintain professional liability insurance with a limit of \$1 million on a claims made, annual aggregate basis, and commercial general liability and automobile liability insurance each with a limit of not less than \$1 million on an occurrence basis.
7. **ALLOCATION OF RISK.** CLIENT and CONSULTANT have discussed the risks associated with this project and the extent to which those risks should be shared by CLIENT and by CONSULTANT, and have agreed:
 - (a) To the fullest extent permitted by law, CLIENT agrees to limit the liability of CONSULTANT, its officers, employees, and subconsultants to
- CLIENT, all landowners, contractors, subcontractors, lenders, suppliers, manufacturers, third parties, and their employees such that the total aggregate liability, including all attorneys fees and costs shall not exceed \$50,000.00 or the total fees paid for CONSULTANT's services on this project, whichever is greater. (b) All damages such as loss of use, profits, anticipated profits, and the like losses are consequential damages for which CONSULTANT is not liable. (c) CLIENT shall give written notice to CONSULTANT of any claim of negligent act, error or omission within one (1) year after the completion of the work performed by CONSULTANT. Failure to give notice herein required shall constitute a waiver of said claim by CLIENT.
8. **SERVICES DURING CONSTRUCTION.** Any construction inspection or testing provided by CONSULTANT is for the purpose of determining compliance by contractors with the functional provisions of project documents only. CLIENT agrees that CONSULTANT will have no inspection responsibilities at the jobsite except to the extent specifically provided for in the agreed upon scope of work. CONSULTANT shall not be held in any way to guarantee any contractor's work, nor to assume responsibility for means, methods or appliances used by any contractor nor to assume responsibility for a contractor's compliance with laws and regulations or for contractor's errors, omissions, or defective work. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours. CLIENT agrees to require in all construction contracts for the project, provisions that CLIENT and CONSULTANT shall be defended and indemnified by the contractor and its subcontractors and named additional insureds on contractor's and subcontractor's insurance. Any statements of estimated construction costs furnished by CONSULTANT are based on professional opinions and judgment, and CONSULTANT will not be responsible for fluctuations in construction costs.
9. **SERVICES BY CLIENT.** CLIENT will provide access to site of work, obtain all permits, provide all legal services in connection with the project, and provide environmental impact reports and energy assessments unless specifically included in the scope of work. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the scope of work. CLIENT shall designate to CONSULTANT the location of all subsurface utility lines and other subsurface man-made objects (in this agreement collectively called "buried utilities") within the boundaries of the jobsite. CONSULTANT will conduct at CLIENT's expense such additional research as in CONSULTANT's professional opinion is appropriate to attempt to verify the location of buried utilities at the jobsite, but CLIENT shall remain responsible for the accurate designation of their location and, shall indemnify, defend, and hold CONSULTANT harmless from any claims or loss arising from the failure to accurately locate buried utilities.
10. **COMPLIANCE WITH LAWS.** CLIENT and CONSULTANT shall each use reasonable care in its efforts to comply with laws, codes, ordinances and regulations in force at the time of the performance by each under this agreement, insofar as such laws are applicable to a party's performance. Unless otherwise provided for in the scope of work of this agreement or by law, the responsibility for making any disclosures or reports to any third party, for notifying all governmental authorities of the discovery of hazardous materials on the jobsite, and for taking corrective, remedial, or mitigative action shall be solely that of CLIENT. It is CONSULTANT's belief that the work is not subject to California Prevailing Wage Law, unless expressly identified as such within the scope of work. Should it be alleged or determined that some or all of the work is subject to California's Prevailing Wage Law, then CLIENT shall reimburse CONSULTANT for the additional costs associated with CONSULTANT complying with those laws.

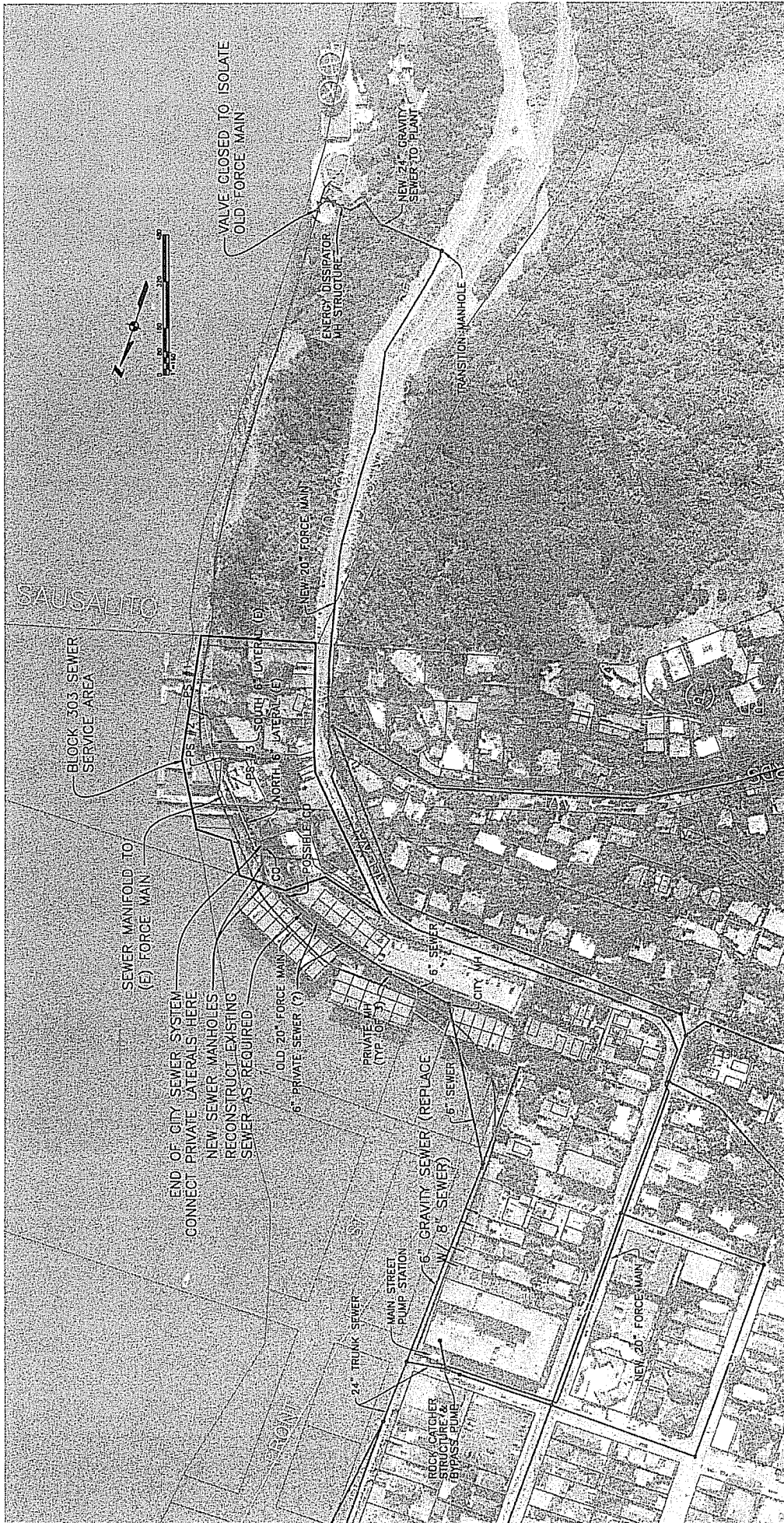
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January 1, 2007

Standard Conditions (Page 2)

11. **USE OF DOCUMENTS.** Drawings, reports, writings and other original documents (documents) furnished by CONSULTANT are for the exclusive use of CLIENT and CONSULTANT retains all intellectual property rights including copyrights. Documents are furnished to CLIENT upon CLIENT's specific agreement that it assumes all liability resulting from the further distribution of such documents, or any portion of them, and that CLIENT will indemnify CONSULTANT and hold it harmless against any claims associated with the unauthorized use of such documents. In no event will CLIENT or any person acting on its behalf edit, abridge, or modify any document prepared by CONSULTANT without CONSULTANT's express written consent.
12. **ELECTRONIC OR MAGNETIC DATA.** Documents provided by CONSULTANT in electronic or magnetic formats are provided under the following conditions unless detailed otherwise in the scope of work or by a written amendment. Documents are provided in CONSULTANT's standard software formats. CLIENT recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CLIENT'S software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CLIENT agrees to defend indemnify and hold CONSULTANT, its subconsultants, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONSULTANT be liable for any loss of use, profit or any other damage.
13. **TERMINATION.** This agreement may be terminated by either party by written notice should the other party fail substantially to perform its obligations under this agreement and continue such default after the expiration of a seven (7) day notice period. Either party may terminate this agreement without necessity of cause upon the expiration of a thirty (30) day notice period. If this agreement is terminated by CLIENT in the absence of default by CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred by it prior to its receipt of notice of termination from CLIENT, including reimbursement for direct expenses due, plus an additional amount, not to exceed ten percent (10%) of charges incurred to the termination notice date, to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but not limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.
14. **PRECEDENCE OF CONDITIONS.** Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail in the absence of CONSULTANT's express written agreement to the contrary.
15. **ASSIGNMENT: SUBCONTRACTING.** Neither CLIENT nor CONSULTANT shall assign any of its rights including a right to sue, or delegate its duties under this agreement without the written consent of the other.
16. **FORCE MAJEURE.** Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT's reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.
17. **MERGER: WAIVER: SURVIVAL.** This agreement constitutes the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, written or oral. One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision. Any provision hereof which is legally deemed void or unenforceable shall not void this entire agreement and all other provisions shall survive and be enforceable.
18. **APPLICABLE LAW.** This agreement shall be interpreted and enforced according to the laws of the State of California. In the case of invalidity or unenforceability of any provision or portion thereof, the provision shall be rewritten and enforced to the maximum extent permitted by law to accomplish as near as possible the intent of the original provision. Nothing herein shall be construed to provide for indemnification against damages arising from a party's gross negligence or willful misconduct.

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Kennedy/Jenks Consultants
 SAUSALITO-MARIN CITY SD
 BEACH SEWER REHABILITATION
 PROPOSED REHABILITATION PROJECT
 ALTERNATIVE 2

0468013
 3 MAY 2004

(UPDATED 4/29/09)

FIGURE NO. 2A

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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>
0000700	07/17/2009	Employee No:TEACT	WESTYOST	Approved	110-550-3000-320	CK07001-100 Service	1.00	64,858.00	64,858.00
		Warning: General Ledger		The budget for account 110-550-3000-320 is exceeded by \$107,588.12					
0000701	07/17/2009	Employee No:TEACT	KENNEDYJ	Approved	110-550-3000-320	CK03001-135 Service	1.00	134,000.00	134,000.00
		Warning: General Ledger		The budget for account 110-550-3000-320 is exceeded by \$176,730.12					
0000702	07/17/2009	Employee No:TEACT	CSW	Approved	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 ADDRESSES - CHANGED NO
45 LEVERONI CT.
NOVATO, CA 94949

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