



STAFF REPORT

CITY COUNCIL OF THE CITY OF SAUSALITO

AGENDA TITLE

Approve Separate Professional Services Agreements with Carollo Engineers, P.C. and West Yost Associates for Regulatory Compliance Consulting Services, EPA Administrative Order and Related Matters

RECOMMENDED MOTION

Adopt a Resolution of the City Council of the City of Sausalito Approving and Authorizing the City Manager to Execute Separate Professional Services Agreements with Carollo Engineers, P.C. and West Yost Associates for Regulatory Compliance Consulting Services, EPA Administrative Order and Related Matters

SUMMARY:

Staff has identified a list of deliverables that require the services of consultants to ensure continued compliance with the EPA Administrative Order and related regulatory matters. A Request for Proposals was issued August 6, 2009 (copy attached) to five firms directly (each of which is currently providing environmental consulting services to the City, the Sausalito-Marin City Sanitary District and/or the Tamalpais Community Services District). The RFP was also posted on the City's website. Inquiries were received from four firms, one firm expressly declined to propose and proposals were received from two firms, West Yost Associates and Carollo Engineers, P.C.

Staff has evaluated the proposals received and recommends that both of the proposing firms be awarded contracts to assist the City in these matters. The budgets proposed and Staff's recommendations are summarized in the following table:

Task	Budget Proposed	Total Hours	Avg Rate	Consultant	Recommend Award
1. EPA/WDR Reports: Annual Sanitary Sewer Overflow Response Plan, Collection System Maintenance and Management, Collection System Assessments, Infrastructure Renewal and FOG					
	\$41,627	261	\$ 159	WYA (w/o FOG program)	✓
	\$37,910	197	\$ 192	CE (incl FOG and PM)	
2. Supplemental Work					
Sewer Ordinance Revision	\$4,542	24	\$ 189	WYA	
	\$14,270	70	\$ 204	CE	✓

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Meeting Date: 9/1/09
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Task	Budget Proposed	Total Hours	Avg Rate	Consultant	Recommend Award
2. Supplemental Work (cont'd)					
SEP Program Support	\$8,444	60	\$ 141	WYA	✓
	\$16,930	66	\$ 257	CE	
Sewershed Prioritization	\$8,970	68	\$ 132	WYA	✓
3. Optional					
Flow Modeling Recommendations	\$1,280	8	\$ 160	WYA	✓
FOG Program	\$13,366	92	\$ 145	WYA	
Infrastructure Renewal (supplemental towards Oct 2010 milestone)	\$21,493	118	\$ 182	WYA	

Summary Budget Recommended for Award:

West Yost Associates \$60,321
Carollo Engineers, P.C. \$14,270
Total \$74,591

Account	Department	Amt Requested	Amt Unencumbered as of August 25, 2009
110-550-3000-320	Sewer Fund Professional Services	\$74,591	\$119,470

ISSUES

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

FISCAL IMPACT

The funding requested at this time is \$74,591. Said funding is available in the adopted Sewer Fund budget, account number 110-550-3000-320, Professional Services. As of August 25, 2009, \$119,470 was available and unencumbered in that account. Additional of the services proposed may be warranted at a future time in which case Staff will return to Council with recommendations for additional authorization.

STAFF RECOMMENDATION

Adopt Resolution ____ Approving and Authorizing the City Manager to Execute Separate Professional Services Agreements with Carollo Engineers, P.C. and West Yost Associates for Regulatory Compliance Consulting Services, EPA Administrative Order and Related Matters.

ATTACHMENTS

1. RFP dated August 6, 2009
2. Proposals Received
3. Resolution ___ of the City Council of the City of Sausalito Approving and Authorizing the City Manager to Execute Separate Professional Services Agreements with Carollo Engineers, P.C. and West Yost Associates for Regulatory Compliance Consulting Services, EPA Administrative Order and Related Matters

PREPARED BY:



Jonathon Goldman
Director of Public Works

REVIEWED BY:



Charles Francis
Administrative Services Director/Treasurer

REVIEWED BY:

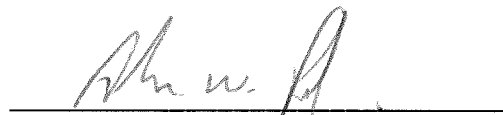
Mary Anne Wagner, Esq.
City Attorney

REVIEWED BY:



Todd Teachout
City Engineer

SUBMITTED BY:



Adam W. Politzer
City Manager

[PSAs Carollo/West Yost EPA Order]

ATTACHMENTS 4



CITY OF SAUSALITO

Jonathan Leone, Mayor

Adam Politzer, City Manager

August 6, 2009

**RE: Request for Proposals Due Friday, August 21, 2009
Regulatory Compliance Consulting Services
EPA Administrative Order, State WDR and Other Deliverables
City of Sausalito Public Works Department - Sewer Division**

To whom it may concern:

Under an EPA Administrative Order, the City of Sausalito (in collaboration with the Sausalito-Marin City Sanitary District (SMCSD) and the Tamalpais Community Services District (TCSD)) is obligated to submit the following deliverables to the EPA, the Regional Water Quality Control Board, the City Council or other stakeholders:

Documents due to EPA October 15, 2009

- An Annual Sanitary Sewer Overflow Response Planning Report detailing the implementation of requirements under the Order, the effectiveness of spill elimination programs, and detail additional actions planned to eliminate spills. This report shall incorporate the reports described below due to EPA, a Capacity Assessment Report being prepared by others, the City's Quarterly Spill Report, and shall also include presentation of the adopted budget for the wastewater collection system for the current year and the cost of compliance with the Order.
- An Annual Pump Station Reliability Report documenting pump station and force main renovations and upgrades constructed since the Order was issued, as well as projects planned for the following year.
- An Annual Inspection & Condition Assessment Progress Report summarizing the inspection methods and findings of the sewer pipe conditions assessments conducted since the period of the last such submittal and the estimated miles of sewer pipe and number of maintenance holes planned to the inspected.
- An Annual Sewer System Cleaning and Root Control Program Report documenting the sewer cleaning and root control activities performed since the period of the last such submittal including number of miles of pipe cleaned as part of routine and "hot spot" cleaning and miles of pipe treated by each method used for controlling roots. An evaluation of the success of the program at preventing blockages is required as is discussion of planned changes to the program to further reduce spills.
- An Annual Infrastructure Renewal Program Report documenting sewer repair, rehabilitation or replacement activities completed since the period of the last such submittal, describing projects to be completed in the coming annual cycle and providing an updated 10-year Capital Improvement Plan (CIP).
- A Maintenance Management System implementation report.

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RFP for Regulatory Compliance Consulting Services

August 6, 2009

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Documents associated with State WDR Order compliance required to be completed by November 2, 2009

- FOG Control Program evaluation to determine whether a FOG control program is needed. If not needed, provide justification for why it is not needed. If FOG is found to be a problem, prepare and implement a FOG source control program in conformance with the Statewide General WDR For Wastewater Collection Agencies (State Water Resources Control Board Order No. 2006-0003-DWQ as amended).

Documents are due for Consideration by the City Council on or before November 10, 2009

- Work with Staff and Stakeholders to develop a proposed amendment to Chapter 18.12 (Sewers) of the Sausalito Municipal Code to improve its effectiveness at reducing inflow and infiltration and otherwise prevent spills, overflows and bypasses (copy of existing Ordinance available from the City's website:
<http://www.ci.sausalito.ca.us/Modules/ShowDocument.aspx?documentid=46>).

Other Deliverables

- Work with Staff and Stakeholders to further develop and implement the Sewer Enhancement Project approved in concept by the City Council during its February 24, 2009 meeting (copy available from the City's website:
<http://www.ci.sausalito.ca.us/Modules/ShowDocument.aspx?documentid=3332>).

The City is directly soliciting proposals from firms already serving the City, the Sausalito-Marin City Sanitary District, and/or the Tamalpais Community Services District for assistance in preparing the deliverables required of the City, and will accept proposals and Statements of Qualification from any firm interested in serving the City of Sausalito in these matters. It is expected that the selected consultant(s) will coordinate effectively with representatives of the TCSD, SMCSO and their respective consultant(s) to avoid duplication of effort and ensure consistency and quality in the deliverables submitted by all three agencies. The City will select one or more consultants to provide the required services based on the following criteria:

- Demonstrated knowledge of the details of the EPA Order and the work done to date in compliance with the Order (PDF available under Public Works on the City's website – www.ci.sausalito.ca.us)
- Demonstrated knowledge of the details of the State WDRs (PDF available under Public Works on the City's website – www.ci.sausalito.ca.us)
- Assignment of key personnel to the project possessing the knowledge and experience necessary to provide the required services quickly, responsively, on time and under budget.
- A projected level of effort demonstrating the understanding of the scope of work required and the efficiency with which the work will be completed.
- A task-based, not to exceed budget which the City will expect the selected consultant(s) to be compensated under.
- Rates for labor and expenses.

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RFP for Regulatory Compliance Consulting Services

August 6, 2009

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The City expects to compensate on a time- and materials reimbursable basis. The City has adopted the attached standard form of Consulting Services Agreement. Any issues with the terms and conditions in the attached must be identified with the proposal or it will be assumed that they are acceptable.

Please contact me at 415-289-4176 or via electronic mail to jgoldman@ci.sausalito.ca.us if you have any questions. Thanks for your prompt consideration of this matter.

Sincerely,

City of Sausalito



Jonathol Goldman

Director of Public Works

Attachment: City of Sausalito Professional/Consulting Services Agreement Template

cc w/o: Bob Simmons – General Manager, Sausalito-Marin City Sanitary District
Jon Elam -- General Manager, Tamalpais Community Services District
Mary Anne Wagner, Esq. – City Attorney
Todd Teachout – City Engineer
File – EPA Order Compliance 2009

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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 **[Firm]** - (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 **[Firm Contact]**. 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 in an amount not to exceed **[Compensation]** which includes \$_____ for Consultant's reimbursable expenses and markup as provided for in the rate schedule attached as Exhibit B hereto and incorporated herein by reference. Consultant acknowledges and agrees that the compensation to be paid to Consultant under this Section 4 represents the full amount due and owing to Consultant in connection with performance of the Work.

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Section 5. Amendments.

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

Section 6. Independent Contractor - Subcontractors.

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

Section 7. Consultant's Responsibility.

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

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

Section 8. Hold Harmless and Indemnification.

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

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Section 9. Insurance.

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

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

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

Section 10. Nondiscrimination.

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

Section 11. City Personnel Conflict of Interest.

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

Section 12. Consultant Conflict of Interest.

Consultant covenants that it 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 its services hereunder. Consultant further covenants that in the performance of this Agreement, no persons having any such interest shall be employed.

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Section 13. Assignment.

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

Section 14. Ownership of Documents.

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

Section 15. Termination.

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

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

City of Sausalito

Consultant

By: _____
Its: _____

By: _____
Its: _____

approved as to form:

Mary Anne Wagner
City Attorney

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EXHIBIT A
SCOPE OF WORK

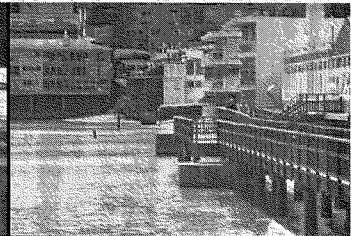
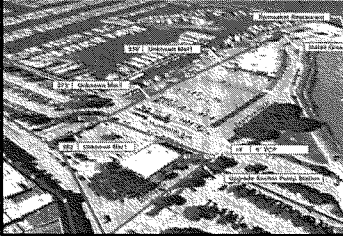
EXHIBIT B
RATE SCHEDULE

PROPOSAL

CITY OF SAUSALITO PUBLIC WORKS DEPARTMENT - SEWER DIVISION

Regulatory Compliance Consulting Services

EPA ADMINISTRATIVE ORDER | STATE WDR | OTHER DELIVERABLES



WEST YOST ASSOCIATES

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August 20, 2009

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

SUBJECT: Request for Proposals for Regulatory Compliance Consulting Services
EPA Administrative Order, State WDR and Other Deliverables

Dear Mr. Goldman:

Success on the City's Regulatory Compliance Consulting Services project requires a team with the experience needed to:

- Submit an **accurate and complete summary** of the City's progress, **by the required deadlines**
- Clearly convey the **City's proactive approach to SSO reduction**, both within the City and from SMCSO
- Complete needed assessments **efficiently and cost-effectively** to preserve the City's available budget for needed infrastructure improvements

West Yost Associates (WYA) has that team. Our team members, led by project manager **Vivian Housen**, have recent experience assisting the City with a variety of projects needed to meet the requirements of the EPA Order and Statewide WDR, from the SSMP audit to design of the Priority 1 improvements. Vivian will be assisted by **Patrick Fuss**, whom you know from the Priority 1 project design, and **John Goodwin**, who managed the previously completed SMCSO condition assessment project. Supporting this team is staff engineer Carolyn Simmons, who has worked closely and effectively with Vivian on all of her regulatory projects.

Together with the City, we have experienced and understand the issues that are critical to a successful EPA response. We are excited at the prospect of continuing to work with the City, and are confident that our staff and work products will exceed your expectations.

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Mr. Jonathon Goldman
August 21, 2009
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Please call if you have any questions or if you would like to discuss our proposal in greater detail.

Sincerely,

WEST YOST ASSOCIATES



Vivian W. Housen, P.E.
Vice President

VWH: mcg

Table of Contents

Section 1	Understanding and Approach
Section 2	Proposed Team & Experience
Section 3	Proposed Work Plan
Section 4	Task-Based Budget
Appendix	WYA Rate Schedule

Understanding & Approach

Project Understanding

In November 2008, the City of Sausalito (City) received EPA Order No. CWA-309(a)-08-031 (EPA Order), which required the City to address a number of items related to its sewer system with the goal of reducing sewer system overflows (SSOs). In response to this EPA Order, the City developed a Sewage Spill Reduction Action Plan that identified specific goals and reporting deadlines.

The City is seeking assistance in completing the reports and related assessments needed by October and November 2009 to meet the requirements of the EPA Order. It is critical that this work is completed in a manner that meets the following key objectives:

- Deliverables must meet the established technical requirements and submittal deadlines mandated by the EPA Order;
- Submitted status updates must underscore the City's commitment to proactively resolve the primary causes of SSOs within the sewer system;
- Reports must reflect the collaborative approach to SSO reduction that is underway by the City, Tamalpais Community Services District (TCSD), and Sausalito-Marin City Sanitary District (SMCSD); and
- The work must be completed expertly and cost effectively - expertly to minimize staff time needed to manage the work, and cost effectively to preserve capital dollars for needed infrastructure improvements.

West Yost Associates' approach to meeting each key objective follows.

Project Approach

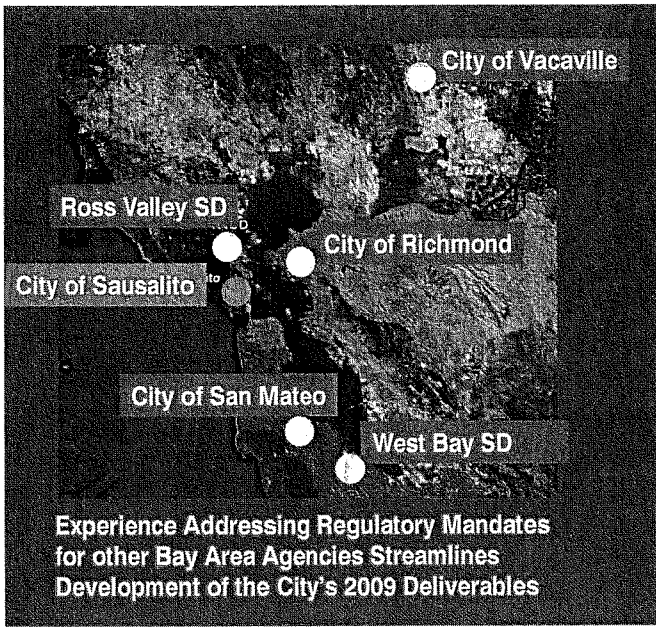
Deliverables must meet the established technical requirements and submittal deadlines mandated by the EPA Order

Success in addressing the EPA SSO reduction requirements relies on an understanding of the factors driving each mandate. This understanding is developed over time, through similar work. Not only must assessments and submittals meet the required schedule, but the documents must definitively demonstrate compliance with the requirements of the Order.

EPA Mandate

As Stated in the Order for Compliance

- *Immediately, consistently, and substantially reduce the frequency and volume of SSOs*
- *Complete local improvements needed to eliminate wastewater spills or effluent limit violations by SMCSD*
- *Complete local improvements needed to eliminate prohibited bypasses at SMCSD*



Our underlying understanding of regulatory needs is strengthened through related work completed for numerous Bay Area agencies since 2005, when environmental scrutiny increased and the RWQCB SSMP and electronic reporting requirements were initiated. All of these agencies have met or are currently addressing similar Orders, settlements of related lawsuits, or potential environmental legal actions. Some of these agencies are in very close proximity to the City. Our extensive knowledge of EPA expectations translates to the expert guidance, evaluations, and reports needed to successfully meet requirements of the EPA Order.

In addition, through development and peer review of numerous SSMPs prepared for agencies of varying sizes, including neighboring Ross Valley Sanitary District and the City of Richmond, we have a solid understanding of the RWQCB SSMP and State WDR requirements, and how they interrelate to requirements of the EPA Order. We will apply this knowledge to ensure that the City's actions and reports of these actions are in compliance with all regulatory mandates.

Since early 2008, West Yost Associates (West Yost) has assisted the City as it complies with the requirements of the Order, through the following cost-effective studies and system assessments.

- 2008 San Francisco Bay Regional Water Quality Control Board (RWQCB) annual report assistance
- 2008 Sewer System Management Plan (SSMP) audit
- Conversion of the City's existing pipeline condition ratings to the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) system
- Assignment of NASSCO PACP condition ratings to pipelines recently inspected as part of the City's infiltration and inflow (I&I) assessment
- Development of a 5-year capital improvement program (CIP) using existing I&I and maintenance data
- Preliminary and final design of the City's Priority 1 improvements, including pipeline replacements and upgrades to the Anchor Street pump station
- Preliminary design of the City's Priority 3b and 3e improvements
- Closed circuit television (CCTV) inspections to supplement partial video inspections performed by others for the City's I&I assessment program
- Peer review of the City's current CCTV practices, and recommendations for upgraded CCTV protocol to be consistent with NASSCO PACP

Our knowledge and experience gained through these efforts brings momentum to the City as it continues to address challenges inherent in the preparation of responses to the EPA Order.

Our recent successes in submitting the City's annual RWQCB SSO report and the City's applications for State Revolving Loan and economic stimulus funding for both sewer and stormwater systems demonstrate our understanding and insistence on meeting the City's deadlines. It is with this same focus that we will complete and submit the City's EPA response.

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West Yost Associates has the experience and expertise to sustain the City's momentum in addressing regulatory requirements quickly and cost effectively, building off knowledge gained from work already completed.

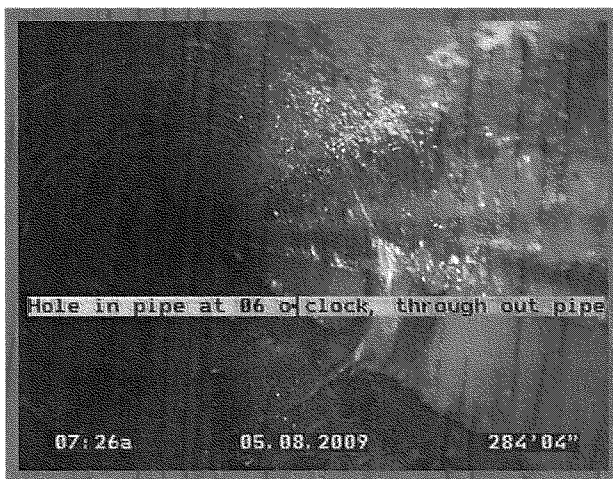
Proactive Start	West Yost's Head Start	Future Work
<p>Completed by City in 2008</p> <ul style="list-style-type: none"> ▪ Cleaning & Root Control Program ▪ CMMS Plan ▪ Pump Station Report ▪ FOG Report ▪ Condition & Capacity Assessment Plan ▪ Capacity Assurance Plan ▪ R&R Plan ▪ Implementation Plan ▪ Spill and Progress Reports 	<p>Completed by West Yost – To be Used in 2009 Reports</p> <ul style="list-style-type: none"> ▪ 2008 annual SSO report ▪ SSMP audit ▪ Priority 1 R&R project and CCTV inspections ▪ Anchor PS rehabilitation project ▪ Prioritized 3b and 3e projects ▪ NASSCO PACP ratings ▪ Near-term CIP ▪ CCTV vendor and equipment evaluation ▪ CCTV specifications 	<p>RFP Requirements</p> <ul style="list-style-type: none"> ▪ Updates on all 2008 plans and reports ▪ FOG assessment per SSMP ▪ I&I reduction planning (10-year CIP, SEP support) <p>Other Considerations for 2010 Submittals</p> <ul style="list-style-type: none"> ▪ Additional GIS mapping and asset inventory ▪ Additional flow monitoring and hydraulic model

The EPA response must underscore the City's success in proactively resolving the primary causes of SSOs within the sewer system

It is clear through our ongoing work assessing and resolving structural defects in the City's sewer system that the City is committed to quickly and expertly resolving the most serious contributors to I&I. This effort has taken many concurrent paths; our day-to-day experience with the issues driving decisions is key to accurately describing the progress made to date.

For example, a report on the effectiveness of spill elimination programs must include the obvious successes inspecting and replacing failing infrastructure. However, the City has completed or is planning actions that extend beyond this solution.

Examples include dye testing to trace wastewater infiltration into the stormwater system; aggressive CCTV inspection that removes all flow in advance of the camera to confirm the integrity of the pipe invert; and proactive sewer planning to enable newly replaced gravity pipelines to serve as low pressure force mains in the future. By including these and other City efforts in the EPA response, we will ensure that the dedication and energy being imparted by the City on I&I reduction is conveyed to the EPA.



Removing all downstream flow ahead of the CCTV inspection camera revealed pipe defects that were not visible from the City's I&I investigation. West Yost's approach will communicate the extra effort the City is making in its earnest and proactive approach to reducing SSOs.

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Reports must reflect the collaborative approach to reduce flows and SSOs that is underway by the City, Tamalpais Community Services District, and Sausalito-Marin City Sanitary District (SMCSD)

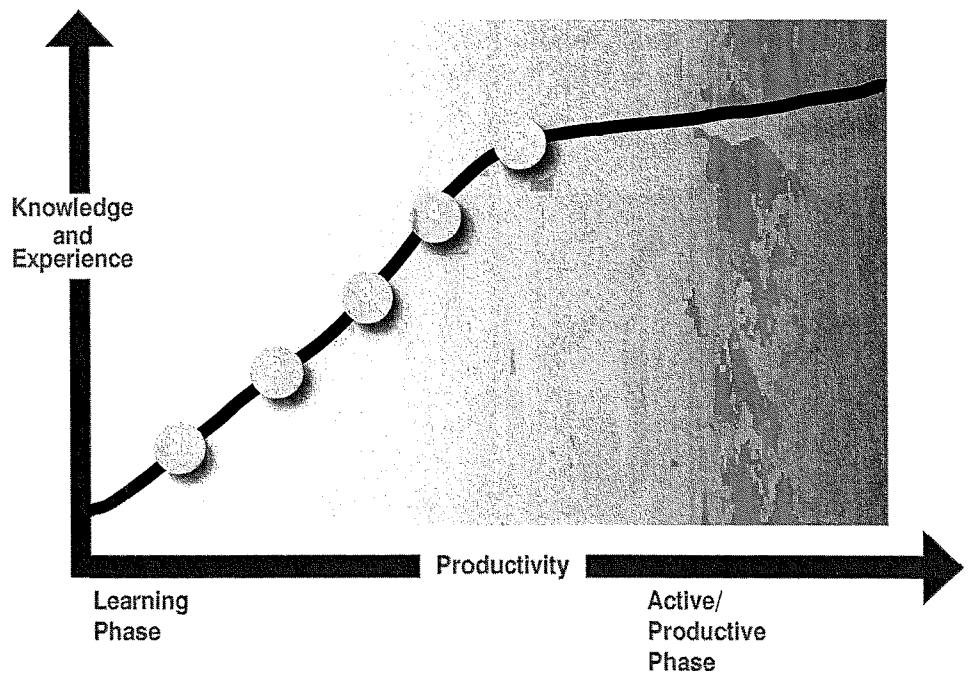
It is expressly difficult when addressing individual compliance issues to communicate successes in the spirit of the regional partners. However, our unique expertise managing agencies involved in multi-jurisdictional contractual arrangements throughout the Bay Area, including West Bay Sanitary District, Ross Valley Sanitary District, and Livermore-Amador Valley Water Management Agency, provides the broad-based perspective needed to frame the City's projects and program in the context of the regional objectives established by the EPA for the City and its partners.

In particular, the City must convey its successes in meeting the objectives of the Order – to eliminate system-wide SSOs; reduce contributions from I&I; reduce overall flows to the SMCSD treatment plant; and prevent unpermitted discharges. Using knowledge gained through our past efforts completing a condition assessment and capital improvement program for SCMSD, we are ahead of the learning curve as the City coordinates its planning efforts with those underway by SMCSD to achieve these objectives.

At the same time, the City must underscore its concurrent efforts to meet the RWQCB and State SSMP and WDR requirements, which expand those established by the Order to include, among other items, minimizing financial impacts to the ratepayer through cost effective and efficient planning and implementation of capital improvement projects, and proactive and preventive system maintenance.

- *Local knowledge – have completed projects critical for the City's EPA compliance*
- *Regulatory Expertise – gained through development of RWQCB SSMPs and Statewide WDRs*
- *Technical expertise – we optimize R&R based on condition, criticality, and maintenance history*
- *SEP experience – developing lateral grant programs for two other SEPs*
- *Proven project management processes - keeping projects on track and under budget*

West Yost is Ahead on the Learning Curve, Ready to Begin Productive Work



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The work must be completed expertly and cost effectively - expertly to minimize staff time needed to manage the work, and cost effectively to preserve capital dollars for needed infrastructure improvements

We know that you and your staff are busy, and that your priorities are stretched between the wastewater system and other pressing City-wide needs. To make sure that our approach and execution add value at all times, we guarantee that your team will have the right experience, beginning with our project manager Vivian Housen. Vivian has demonstrated her knowledge and expertise, her flexibility and creative thinking, and commitment to meeting the City's objectives. She and her team members are known and trusted by your staff, and also TCSD and SMCSO.

By starting this project far ahead on the learning curve, we control costs and quality of service now so you have more to spend on the right program improvements in the future. We have already completed a number of reviews that will be required to address the October 15 requirement, saving you money and time.

We have included in the following table a summary of the work that we have completed or are currently completing for the City, and the relevance of each project to successful response to the City's EPA Order. This table includes a partial list of related work that has involved the same team members that are planned for your project. More information on the project team is provided in Section 2.

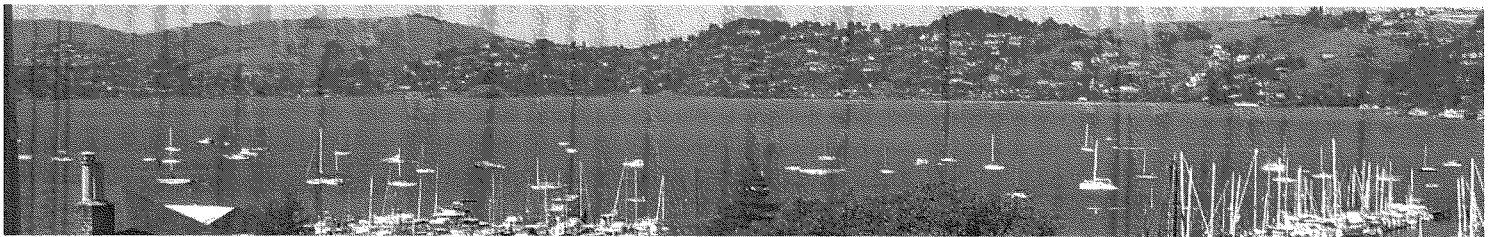
West Yost's projects completed for City of Sausalito		2008 RWQCB annual report assistance	2008 SSMP Audit	Conversion of ICOMMM condition ratings to NASSCO PACP to meet EPA order	Pipeline condition rating of high I&I pipelines using NASSCO PACP	SRF and ARRA funding applications and support	CCTV equipment and software evaluation	Development of 5-year CIP based on I&I and maintenance records	Preliminary design for Priority 1 improvements	CCTV inspections to improve incomplete data from I&I study	Completing final design for Priority 1 improvements	Completing design of Anchor 1 Pump Station improvements	Completing preliminary design for Priority 3B and 3E improvements
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EPA Deadline	Document Description												
October 15, 2009	Annual sanitary sewer overflow response planning report	■	■										
	Annual pump station reliability report								■			■	
	Annual inspection and condition assessment progress report			■	■		■			■			
	Annual sewer system cleaning and root control program report		■	■	■					■			
	Annual infrastructure renewal program report				■	■		■	■		■	■	■
	Maintenance management system implementation report		■	■	■		■			■			
November, 2009	FOG control program evaluation per State WDR			■	■				■	■	■		
	Proposed amendments to Chapter 18.12 (Sewers) to reduce I&I			■	■		■	■		■			
	Further development of SEP project (lateral replacement program)			■	■		■	■		■			



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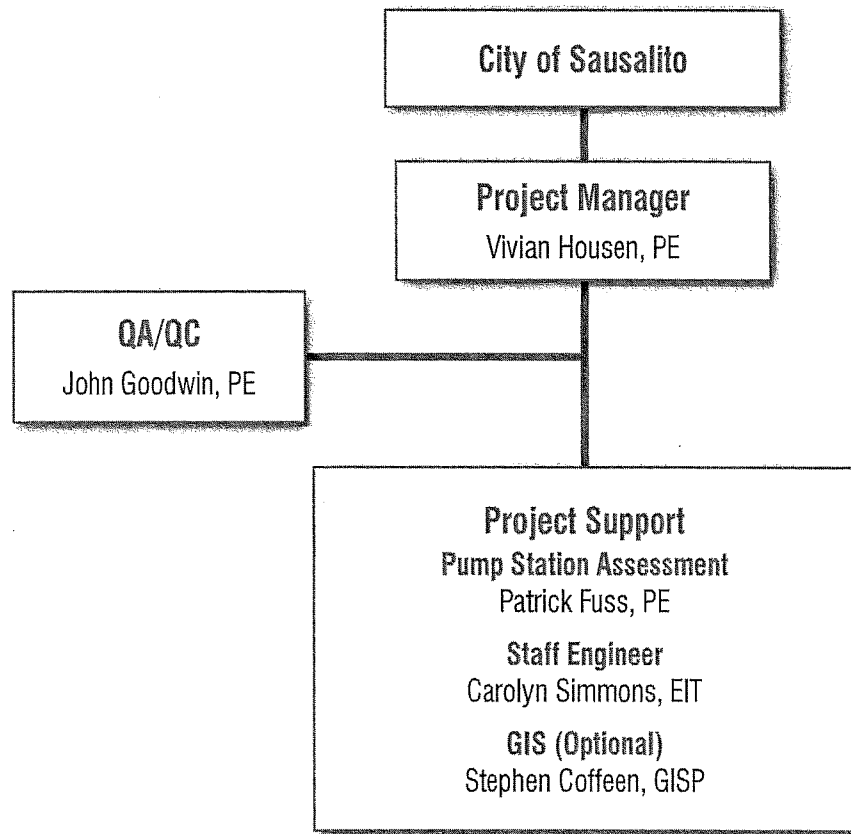
Other West Yost related projects completed or in progress	Sewer System Management Plan Development (WBSD, City of Richmond, City of Vacaville, others)	2008 RWQCB Annual Report (WBSD)	Condition Rating of Existing Pipes Using NASSCO PACP (WBSD, Placer County)	SRF Funding Support (WBSD, Richmond, Ross Valley Sanitary District, City of Alwater, City of Galt)	Collection System Pipeline and Pump Station Assessment, CIP, and Design (numerous including SMCSD)	Lateral Replacement Ordinance, Loan, Grant Development and Outreach (City of San Mateo, RVSD)	Maintenance Planning Support Using Computerized Maintenance Management System (WBSD, Richmond)
Document Description							
Annual sanitary sewer overflow response planning report	■	■					
Annual pump station reliability report					■		
Annual inspection and condition assessment progress report	■		■		■		■
Annual sewer system cleaning and root control program report	■						■
Annual infrastructure renewal program report	■		■	■	■		■
Maintenance management system implementation report	■		■				■
FOG control program evaluation per State WDR	■		■		■		■
Proposed amendments to Chapter 18.12 (Sewers) to reduce I&I	■		■			■	
Further development of SEP project (lateral replacement program)	■		■	■		■	



Team and Experience

Project Team

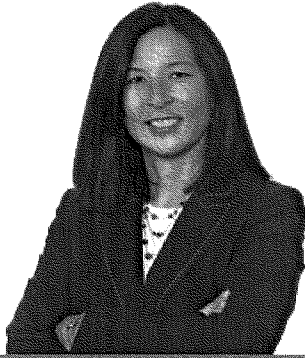
West Yost Associates' team members have been selected for their knowledge of Sausalito, the surrounding communities, and neighboring sewer systems; specific expertise in regulatory compliance of sewer systems; and proven ability to provide timely work products and technically sound reporting documents. Key project team resources are shown in the organization chart. Brief qualifications for key staff follow.



Vivian Housen understands the City's objectives, is familiar with the collection system challenges, and can communicate effectively to assure the City's efforts toward meeting EPA requirements are clearly conveyed. Her leadership on the proposed project would be a seamless transition that will provide the City a quick start and allow the City to take advantage of the knowledge investment they have already made in the West Yost team.

Vivian Housen, P.E. – Project Manager

Vivian Housen is a Vice President with West Yost and has 20 years of experience in the engineering field. Her experience includes planning, evaluation, program management, construction management, and asset management of wastewater collection, pumping, and discharge facilities. She is West Yost's Project Manager to the City of Sausalito for preparing compliance updates for the City's EPA Order. She understands the City's objectives, is familiar with the collection system challenges, and can communicate effectively to assure the City's efforts toward meeting EPA requirements are clearly conveyed. Her leadership on the proposed project would be a seamless transition that will provide the City a quick start and allow the City to take advantage of the



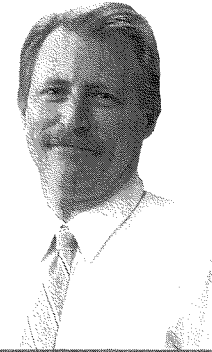
Vivian Housen

- *City collection system experience*
- *Compliance expertise*
- *Regional understanding*
- *Proven management capabilities*



John Goodwin

- *SMCSD collection system experience*
- *Condition assessment expertise for pipelines*
- *Expert on rehabilitation methods*



Patrick Fuss

- *City collection system experience*
- *Pump station expertise, assessment through design and construction*
- *Similar experience with programmatic condition assessment*

knowledge investment they have already made in the West Yost team.

Vivian has the unique background of addressing regulatory concerns from an agency management perspective. Since 2008, Vivian has served as the interim District Manager for West Bay Sanitary District. In this role, she has provided the leadership and West Yost engineering staff support needed to complete a number of critical documents required for regulatory compliance, including an update of the District’s Sewer System Management Plan (SSMP). Prior to October 2008, Vivian Housen served as the interim District Manager for Ross Valley Sanitary District (RVSD). During this time, she assisted RVSD in implementing requirements of a consent decree that served as settlement to a RWQCB-endorsed, private lawsuit related to SSO reduction. Since this time, West Yost has continued to provide as-needed support to RVSD primarily related to meeting the terms of the consent decree. She is also serving as Project Manager for West Yost’s as-needed sewer planning support project with Veolia Water, the contract wastewater system operator for the City of Richmond. The City is currently required under a settlement agreement to reduce I&I and provide system improvements similar to those required

by your EPA order. West Yost’s work in support of this settlement has included an SSMP peer review; development of a near-term I&I reduction plan; SRF funding support; maintenance planning support; and most recently, hydraulic modeling and master planning support.

John Goodwin, P.E. – QA/QC

John Goodwin has 23 years of experience in planning, design, and construction management of wastewater infrastructure facilities including sewer systems and inverted siphons, pump stations, and storage facilities. He has completed condition and hydraulic capacity assessments, designed, and/or provided project management for varying sizes of sewer systems throughout Northern California, and he is a technology leader in trenchless pipeline construction techniques, including microtunneling and pipeline rehabilitation methods such as cured-in-place pipe, sliplining, fold-and-form, and spiral-wound pipe. He was Project Manager for a condition assessment for Sausalito-Marin City Sanitary District that included 26,000 feet of trunk sewers, 6 wastewater lift stations, and the District’s 1.8-mgd wastewater treatment plant. John is currently working with SMCSD to plan an update of this past work. John also served as Project

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Manager for the City of Concord's Trunk Sewer Evaluation, which included condition assessments for 45 miles of concrete trunk sewers using GIS and CCTV inspections that ultimately resulted in the development of a \$43 million Capital Improvement Program. Additional project experience includes three condition assessments for Union Sanitary District: the Newark Subbasin (70,000 lineal feet of sewer lines); the Lower Hetch Hetchy Corridor Sanitary Sewer Improvements Project (6,000 feet of 30-inch trunk sewer); and the Willow Street/Central Avenue Sanitary Sewer Rehabilitation Project (11,600 feet of 33- and 36-inch trunk sewer).

John also has extensive wastewater collection system and lift station design/rehabilitation experience. He was the Project Manager for Sacramento Regional County Sanitation District's Yolo Force Main (a segment of the Lower Northwest Interceptor), which included 25,000 feet of dual 66-inch force mains; and he is currently managing the rehabilitation of 42,000 feet of 42- to 60-inch diameter trunk line for Sacramento County Sanitation District 1's (CSD-1) Central Trunk Sewer. He has also provided design and/or project management for wastewater lift stations for a variety of clients, most recently the cities of Vacaville and Sacramento, CSD-1, and Union Sanitary District.

Patrick Fuss – Pump Station Assessment

Patrick Fuss has 19 years of experience providing condition assessments, planning, and design for wastewater infrastructure including lift stations, pipelines, and storage facilities. He is the project engineer for the City's Priority 1 Sewer Replacement Project, which includes assessment and development of design documents for the pipelines on Gate 5 road, Prospect Avenue, and near Spinnaker Restaurant in Sausalito. The project also includes design of a grease interceptor for the Spinnaker Restaurant and upgrades to the Anchor Pump Station. He has provided condition assessments for numerous wastewater lift stations, including 37 pump stations for Sacramento County Sanitation District 1 (CSD-1) as part of the District's rehabilitation master plan and 9 pump stations for Miami-Dade Sanitary District (Florida). Most recently, Patrick served as Project Manager for the three collection system projects for

Placer County: the Auburn Ravine Basin Condition Assessment, Hydraulic Capacity Assessment, and Lift Station Feasibility and Preliminary Design for the Auburn Ravine Pump Station. The condition assessment was completed under a fast track schedule to meet funding requirements associated with a HUD grant program for the project. In addition, to reducing risk associated with pipeline failures, our work plan developed the condition assessment methodology that will be used in the County's Sewer System Management Plan (SSMP), as required by the Statewide WDR.

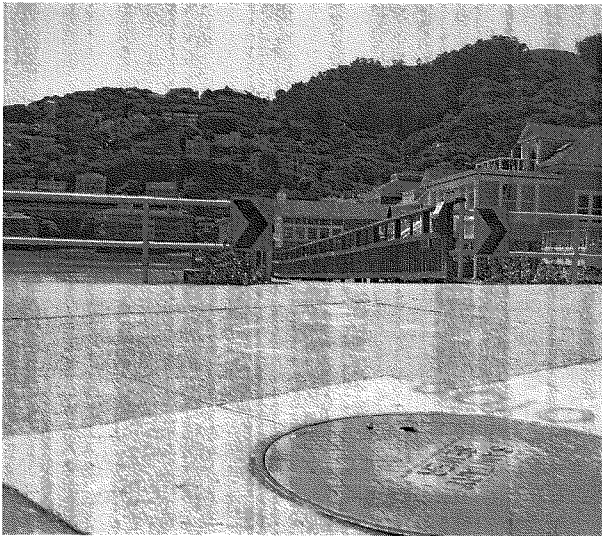
Patrick has also designed wastewater pump stations ranging in size from 0.5 mgd to more than 200 mgd. Recent pump station experience includes project management and lead design of the City of Stockton's 14-Mile Slough Wastewater Pump Station (18 mgd), which replaced the existing Northwest Pump Station; and two lift stations for the City of Vacaville: Lower Lagoon Valley/Peña Adobe (2.5 mgd) and Allison Parkway (1.5 mgd), which replaced an existing under-capacity lift station.

Additional condition assessment experience includes collection system evaluations and hydraulic capacity assessments for West Valley Sanitation District (Town of Los Gatos) and the South Natomas Sewer Rehabilitation Project for CSD-1, which included CCTV inspections and smoke testing. Patrick also provided a condition assessment for the Bell Carter Foods Industrial Sewer Improvements Project in Corning, which included 16,000 lineal feet of sewer. Patrick has designed and/or managed numerous wastewater collection system projects, including both new pipelines and pipeline rehabilitation efforts. He has designed sewers and sewer rehabilitations for sizes ranging from small diameter collection sewers to over 108 inches in diameter.

Project Experience

City of Sausalito

West Yost was selected by the City of Sausalito (City) to assist in the City's timely response to findings from the August 2007 EPA Clean Water Act compliance evaluation inspection, and the ensuing Order for Compliance issued by the EPA in November 2008.



West Yost is well positioned to move into the next phases of compliance with the City, and is well aware of the City's requirements, objectives, and work to date. This continuity will benefit the City through higher quality products, quicker response times, and a more streamlined and efficient effort.

West Yost worked closely with the City as well as coordinating agencies such as the Sausalito-Marín City Sanitary District to complete the following efforts:

- **2008 RWQCB annual report.** West Yost evaluated 2008 and prior SSO data and compiled the annual SSO report in accordance with SSMP requirements.
- **2008 SSMP audit.** West Yost completed the first annual audit of the City's SSMP, as required by RWQCB SSMP guidelines.
- **Conversion of ICOMMM of condition ratings to NASSCO PACP.** West Yost reviewed available data related to the City's existing ICOMMM damage severity index ratings, and converted these ratings to NASSCO PACP to meet the first deliverable deadline established in the EPA Order.
- **Condition rating of pipes using NASSCO PACP.** West Yost assigned condition ratings for pipelines that were inspected by others for the City's I&I assessment, using videos and comments obtained from the I&I assessment project.
- **SRF funding support.** West Yost is assisting the City navigate the SRF process, including preparing loan application documents

for the City's priority sewer system replacement projects.

- **CCTV equipment and software evaluation.** West Yost reviewed available information on the City's historical CCTV processes and equipment, presented industry changes that have occurred since this equipment was mobilized, and recommended vendors for CCTV equipment and software that may be considered if future CCTV inspections are completed by City staff.
- **Development of prioritized CIP.** West Yost developed a prioritized 5-year CIP based on available CCTV inspection and pipeline maintenance records. This CIP served as the basis for the required sewer rates increase that becomes effective retroactively to July 1, 2009.
- **Priority 1, 3b, and 3e project designs.** West Yost has completed preliminary design for the City's Priority 1 projects, and is completing final design for these pipeline and pump station replacements. West Yost is also completing preliminary design for the Priorities 3c and 3e projects. These and other projects on the City's prioritized CIP are critical to the City's need to quickly pinpoint and relieve sources of known I&I.

West Bay Sanitary District (WBSD) - District Engineering

Reference: Ron Shepherd, President of the Board of Directors, (650) 329-8111

Vivian has served as the interim District Manager to WBSD since October 2008. She is supported in her leadership role with the District by West Yost's engineering staff. As needed, they have completed a number of critical documents for the District that were required for regulatory compliance. These projects have included:

- **Sewer System Management Plan (SSMP).** West Yost completed a peer review and then updated the WBSD SSMP, as required to meet both RWQCB and Statewide WDR SSMP requirements. West Yost is completing follow-on activities including evaluating and recommending improvements to the District's CCTV inspection and maintenance processes, and developing a prioritized capital improvement program.

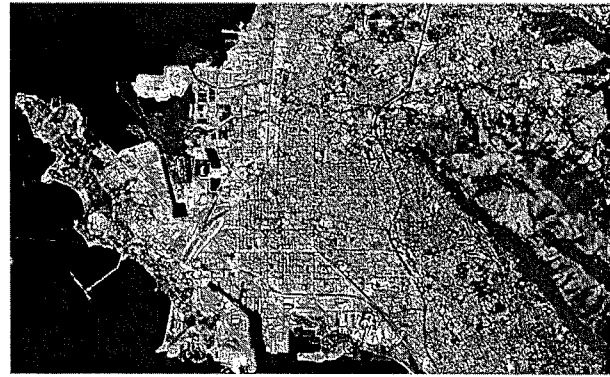
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- **2008 RWQCB annual report.** West Yost evaluated 2008 and prior SSO data and compiled the annual SSO report in accordance with SSMP requirements.
- **2008 SSMP audit.** West Yost completed the first annual audit of the WBSD SSMP, as required by RWQCB SSMP guidelines.
- **Condition rating of pipes using NASSCO PACP.** West Yost is currently reviewing historical condition ratings recorded in the City's CMMS system, and evaluating the accuracy of these ratings when compared to other known system condition information. Incorrect or incomplete ratings will be re-assigned based on observations recorded in existing CCTV video data.
- **Development of prioritized CIP.** West Yost is developing a high criticality (1- to 3-years) capital improvement program based on SSO, CCTV inspection, and pipeline maintenance records from 2004 to current. CIP development will utilize a weighted decision process that elevates and accelerates the most critical projects.
- **SRF funding support.** West Yost is managing the SRF process, including preparing loan application documents for several projects that were previously designed and then delayed due to budget concerns.
- **Maintenance planning support and CMMS optimization.** West Yost has completed a detailed evaluation of existing CMMS data, and is working with WBSD staff to streamline maintenance schedules for nearly 5,000 pipe segments in order to provide the needed focus on pipelines with SSO and I&I issues. The new schedules are on-line and are currently undergoing beta testing.

City of Richmond

Reference: Mark Grushayev, Program Manager, Veolia Water North America, (510) 412-2001

West Yost is providing as-needed sewer planning support to Veolia Water, the contract water, wastewater, and stormwater system operator for the City of Richmond. The City recently finalized a settlement agreement with a prominent environmental group. The agreement establishes requirements for I&I reduction and system improvements similar to those required by the EPA



The City of Richmond's requirements under a recent settlement with a prominent environmental group are very similar to those required by your EPA Order and are focused on I&I reduction and collection system improvements.

order. West Yost's work in support of this settlement has included the following:

- **Sewer System Management Plan (SSMP).** West Yost completed a peer review and provided updates to the Richmond SSMP, as required to meet both RWQCB and Statewide WDR SSMP requirements.
- **Development of prioritized CIP.** West Yost reviewed the City's available sewer planning documents, I&I data, CCTV inspection data, and other maintenance records to develop a near-term CIP that prioritizes replacements and combines isolated rehabilitation needs into more cost-effective projects. The CIP addresses issues that are known to contribute to increased I&I within the sewer system.
- **SRF funding support.** West Yost is managing the SRF process, including preparing loan application documents for five significant wastewater treatment and collection system improvement projects that are required to improve system maintenance and reduce overflows and permit violations.
- **Maintenance planning support.** West Yost analyzed various outputs from the City's CMMS database to help Veolia determine areas for improvement to their sewer system inspection process, and to pinpoint critical repairs that will immediately reduce the potential for wet weather SSOs.
- **Hydraulic modeling and master planning support.** West Yost and Veolia are finalizing details for a joint project to complete sewer

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In addition to West Yost's work implementing requirements of a consent decree for RVSD related to SSO reduction, Vivian Housen also led the completion of their SSMP, and developed both near-term and long-term capital improvement programs designed to reduce SSOs and mitigate I&I, while with another firm.

system model development analysis; model results will facilitate needed refinements to the City's collection system master plan.

Ross Valley Sanitary District (RVSD)

Reference: Brett Richards, General Manager, (415) 258-1690
Prior to October 2008, Vivian Housen served as the interim District Manager for RVSD. During this time, she assisted the District in implementing requirements of a consent decree that served as settlement to a RWQCB-endorsed, private lawsuit related to SSO reduction. Since this time, West Yost has continued to provide as-needed support to the District primarily related to meeting the terms of the consent decree. West Yost's work in support of this settlement has included the following:

- **2007 RWQCB annual report.** West Yost evaluated 2007 and prior SSO data and provided a revised and corrected annual SSO report in accordance with SSMP requirements.
- **Condition rating of pipes using NASSCO PACP.** West Yost assisted RVSD with management of its contract CCTV inspection contractor, specifically with regard to recommending improvements to data collection

and documentation to meet NASSCO PACP protocol, and create a database that useful in the future assessments of pipeline condition.

- **SRF funding support.** West Yost is managing the SRF process, including preparing loan application documents for the Kentfield Forcemain Replacement project. This project replaces the District's most critical pipeline, which is located adjacent to Corte Madera Creek and conveys nearly all system-wide wet weather flows to the Central Marin Sanitation Agency wastewater treatment plant.
- **Lateral replacement policies.** West Yost has developed several lateral replacement programs including a lateral replacement grant program that will be implemented in fiscal year 2010, and guidelines for a lateral replacement ordinance that is under review and consideration by staff. The intent of these programs is to accelerate needed replacements of aging, leaking private sewer laterals that are contributing significant I&I to the District's sewers. West Yost is also completing the District's Healthy Waterways study, which samples and tests creek waters for human indicators found in wastewater. These studies will assist the District in identifying locations where more serious private lateral issues may be present.

City of San Mateo

Reference: Sarah DeMeo, Senior Engineer, (650) 522-7312
West Yost is assisting the City to implement a Supplemental Environmental Project that was established by Order from the EPA. This project accelerates the replacement of aging private sewer laterals, through completion of a series of related lateral replacement documents, including a lateral replacement grant program; guidelines for a lateral replacement ordinance; and lateral loan guidelines. West Yost is preparing to embark on public outreach to promote the programs and encourage participation.

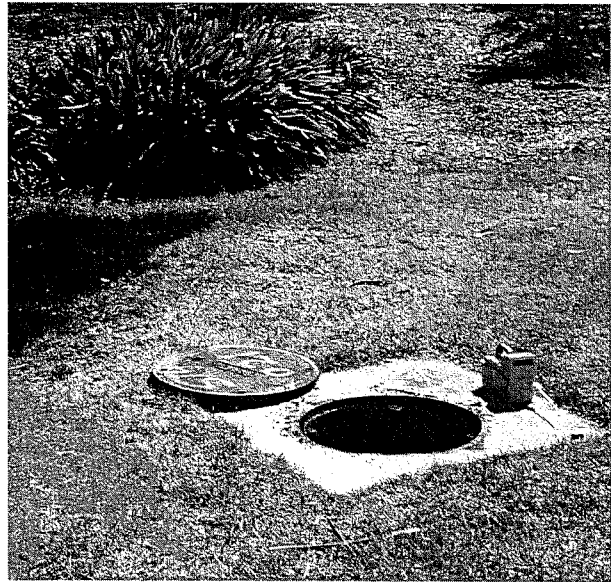
Placer County

Reference: Mr. David Atkinson, Senior Civil Engineer, (530) 886-4968

West Yost was selected for three separate but related projects within the Auburn Ravine Basin. Timing for each project was critical since the County

Redevelopment Agency's North Auburn Commercial Infrastructure Development Program was providing partial funding for these projects under a challenging timetable. In addition, the County needed to comply with deadlines specified in the Statewide WDR, which include a System Evaluation and Capacity Assurance Plan, among other important provisions. Relevant components of West Yost's work included:

- **Sewer System Condition Assessment:** The sewer condition assessment analyzed pipelines, lift stations, and manholes in the project area. Critical elements of the condition assessment included using a quick-start approach to reduce risk in known trouble spots and to meet the accelerated project schedule, assuring the quality of field data, selecting the right rating scale for observed deficiencies, and developing the condition assessment methodology to be used in the County's Sewer System Management Plan (SSMP), as required by the Statewide WDR.
- **Collection System Recommended Improvement Plan.** The results of the system assessment were used to develop a Collection System Recommended Improvements Plan that summarized the condition of each pipeline, manhole, and lift station, proposed improvement components; include planning-level cost estimates for the proposed projects; and prioritize the schedule for improvements based on criteria developed by the County and West Yost.
- **Auburn Ravine Basin Hydraulic Capacity Assessment:** This project determined design flow for the Auburn Ravine Lift Station, established the nature and timing of required collection system improvements, coordinated with the Condition Assessment work within the County's funding timetable and regulatory requirements, and provided a reliable tool for assessing impacts of land-use changes. West Yost developed an innovative methodology for estimating peak-flow conditions at the Auburn Ravine Lift Station and within the collection system upstream of the lift station, even though no flow metering equipment functioned during the last peak wet weather event.



The sewer condition assessment for Placer County provided a Collection System Recommended Improvements Plan based on analysis of pipelines, lift stations, and manholes in the project area. West Yost developed the condition assessment methodology that would also be used in the County's Sewer System Management Plan (SSMP), as required by the Statewide WDR.

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Proposed Work Plan

Scope of Services

This scope of work provides the services described in the Request for Proposals, clarified through our discussions with City staff. We have included base scope items, and optional tasks that are either recommended to complete the actions required by the EPA Order, or are needed to proactively address items that are due as part of the October 2010 update.

The task numbers in this Scope of Services correspond to the Sections defined in the EPA Order. Optional Tasks will not be performed without prior authorization from the City. Project management activities are included within the described tasks.

TASK 1. Sanitary Sewer Overflow Response Plan

WYA will review all findings described in Tasks 2 through 7, and summarize progress made in the prior year towards meeting the requirements of the City's Sanitary Sewer Response Plan. As part of this task, WYA will conduct a summary peer review of the City's Sewer System Management Plan, and document any improvements or updates needed to continue meeting the requirements of the RWQCB and Statewide WDR. WYA will also review and update the anticipated conceptual level cost needed to comply with the EPA order.

***Deliverables:** By October 14, 2009, draft and final technical memoranda (TM) documenting work completed, findings, and recommendations.*

TASK 2. Collection System Maintenance and Management

TASK 2.1 – Sewer System Cleaning and Root Control Program. WYA will summarize sewer cleaning and root control activities completed in the prior year. The report will include the number of miles of pipe cleaned, and the length of pipe chemically treated to control roots. Any observable progress towards reducing SSOs, as well as recommendations for future improvements, will be discussed.

This task includes benchmarking up to 5 Bay Area agencies regarding average sewer cleaning and televising footages, and comparing this data to the City's records.

TASK 2.2 – Maintenance Management System (MMS). WYA will confirm linkage of the City's MMS with GIS mapping, and will review the City's asset data for information on sewer age, material, dimensions, and capacity. This task assumes that collection and assignment of missing sewer asset information will be completed through review of existing documents and discussion with staff. This task does not include field verifications.

This task also includes a discussion of widely used CMMS systems as compared to the current system provided by ICOMMM.

As an optional item, up to 40 hours of GIS support would be provided to review and update missing or incorrect City sewer information in the GIS maps. Also optional is the collection and inclusion of missing asset information for the City's stormwater system. After CCTV inspection is completed, and private lateral locations are identified, WYA is available to provide additional GIS support to locate lower laterals on the City's GIS maps.

TASK 2.3 – Pump Station Reliability Certification.

The EPA Order requires the City to certify that each pump station is sized to pump peak wet weather flow, and can provide continued service after a power outage. WYA will describe improvements completed during the prior year, planned for the current year, and will present a schedule and financial plan for all current and future activities needed to sufficiently upgrade the City's pump stations.

TASK 2.4 – Fats, Oils & Grease (FOG) Blockage Control Report.

WYA will evaluate whether the City requires a formal FOG control program. The proposed base scope assumes that a FOG control program is not required; WYA will document why such a program is not needed. If required, development of a FOG control program will be completed as an optional item.

Deliverables: By October 14 2009, draft and final TMs documenting work completed, findings, and recommendations.

TASK 3 – COLLECTION SYSTEM ASSESSMENTS

TASK 3.1 – Sewer Inspection and Condition

Assessment. WYA will summarize progress on inspection methods and findings of condition assessments completed in the previous year. The report will include an estimated length of sewer pipe and number of pipes inspected and the number planned for inspection in the current year.

This task includes evaluating potential options for continued CCTV inspection, and outlines a draft inspection program based on City input.

As an optional item, WYA will assign condition ratings using NASSCO PACP protocol for up to seven miles of collection system pipe, which is

the minimum length of pipe required by the EPA Order for inspection in a single year. This option is provided in the event that the City wishes for an independent consultant to complete condition ratings in lieu of the CCTV equipment operator.

TASK 3.2 – Capacity Assessment. As stated by the City, this Task assumes that base scope items in the RFP will be provided by others. However, as an optional service WYA will review the meter locations used for the capacity assessment, and recommend additional metering sites to refine I&I data, and to prepare for the required predictive flow model that is due in October 2010.

Another optional task is development of a predictive flow model. It is recommended that development of this model begin in Fall 2009. Further, it is recommended that this model coordinate closely with similar modeling efforts completed by SMCSO. Results from the system assessment will be required for the 10-year CIP. Although the EPA Order requires the 10-year CIP to be completed by October 2010, it would be beneficial for this CIP to be completed prior to June 2010, so that facility needs can be incorporated into the City's FY 2010/2011 budget.

Due to the wide range of modeling approaches available to the City, the cost for this optional item will be provided after further discussion with the City.

Deliverables: By October 15, 2009, draft and final TMs documenting work completed, findings, and recommendations.

TASK 5. Capacity Assurance

This task is not included in the City's request for proposals; updates are not required until October 2010.

TASK 6. Infrastructure Renewal

WYA will document sewer repairs, rehabilitation, and replacement activities completed in the previous year, and will describe planned projects. The report will include length of pipe repaired or replaced; length of pipe requiring emergency repairs; length of pipe to be repaired over the next 10 years with actual

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pipeline segments identified for replacement within a five year period; and a plan to address private lateral repair rehabilitation and replacement. WYA will also develop a prioritized 10-year CIP, based on cleaning, CCTV inspection, other relevant records, and, if available, information on system capacity needs.

Deliverables: *By October 15, 2009, draft and final TMs documenting work completed, findings, and recommendations related to completed and planned improvements. By May 15, 2009, a risk-based, prioritized 10-year capital improvement plan and associated cash flow projection.*

TASK 7. Other Deliverables

TASK 7.1 – Sewer Ordinance Updates to Reduce I&I.

WYA will work closely with City staff and counsel to identify changes to the ordinance that would promote or enforce reduction of I&I into the City's sewer system. The ordinance changes may adjust existing language on sewer lateral programs, or describe how lower lateral ownership may be fairly assigned to the City.

TASK 7.2 – Supplemental Environmental Project (SEP) Support. WYA will assist the City in developing documents and processes that will increase community interest in the City's lateral replacement programs. Particular attention will be provided to completing development of a new lateral replacement loan program, to be used in conjunction with the existing lateral replacement grant program and lateral replacement ordinance.

TASK 7.3 – Evaluate and Prioritize Sewersheds with High I&I. WYA will evaluate existing flow data, CCTV inspection data, and maintenance information to rank sewersheds by potential contribution to I&I. This task will support development of the prioritized 10-year CIP described above.

Deliverables: *By January 31, 2010, draft and final TMs documenting work completed, findings, and recommendations related to completed and planned improvements.*

Task-Based Budget

Estimated Staff Hours and Budget		VWH		JDG		PDF		CRS		CME		Labor		Drafting		Costs	
West Yosi Associates		WVH	\$216	JDG	\$216	PDF	\$188	CRS	\$115	CME	\$97	Hours	Fee	Hours	Fee	Other	Total
PROJECT: Regulatory Compliance Consulting Services																	
Task	Description	WVH	JDG	PDF	CRS	CME	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Other	Total	
Task 1.0 Sanitary Sewer Overflow Response Plan																	
1.01	Overall plan and budget assessment, including SSMP peer review	8	2		20	2	28	\$ 4,023								\$ 4,023	
1.02	Draft and final report	8	2		4	2	16	\$ 2,814								\$ 2,814	
	Subtotal, Task 1 (hours)	16	2	0	24	2	44										
	Subtotal, Task 1 (\$)	\$ 3,458	\$ 432	\$ -	\$ 2,760	\$ 194		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 205	\$ 7,047	
Task 2.0 Collection System Maintenance and Management																	
2.01	Sewer cleaning and root control program assessment & benchmarking	4	4		24	2	30	\$ 3,818								\$ 3,818	
2.02	CMMMS assessment and recommendation of options for new CMMMS	24	4		60	4	92	\$ 13,336								\$ 13,336	
2.03	Pump station upgrade progress and plan needed to meet reliability certification	2			0		10	\$ 1,936								\$ 1,936	
2.04	FOG control program assessment per RWQCB SSMP and State WDR	4			4		8	\$ 1,324								\$ 1,324	
2.05	Draft and final reports	8	2		4	2	20	\$ 3,566								\$ 3,566	
	Subtotal, Task 2 Base Scope (hours)	42	6	12	92	8	160										
	Subtotal, Task 2 Base Scope (\$)	\$ 9,072	\$ 1,296	\$ 2,256	\$ 10,580	\$ 776		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 719	\$ 25,399	
Task 3.0 Collection System Assessments																	
3.01	Inspection and condition assessment program evaluation	4			12		16	\$ 2,244								\$ 2,244	
3.02	Assistance with development of CCTV program to support task 3.01	4			8		12	\$ 1,794								\$ 1,794	
3.03	Draft and final reports	4	2		4	2	12	\$ 1,950								\$ 1,950	
	Subtotal, Task 3 Base Scope (hours)	12	2	0	24	2	40										
	Subtotal, Task 3 Base Scope (\$)	\$ 2,592	\$ 432	\$ -	\$ 2,760	\$ 194		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 179	\$ 6,357	
Tasks 4.0 Capacity Assessment by Officers and Capacity Assurance Due October 2010																	
Task 6.0 Infrastructure Renewal																	
6.01	Infrastructure program renewal assessment	4			4		8	\$ 1,324								\$ 1,324	
6.02	Develop 10-year RAR CIP based on CCTV inspection data & maintenance records - October 15, 2010 requirement	40	2	16	40		98	\$ 16,660								\$ 17,280	
6.03	Draft and final reports	8	2	4	4	2	20	\$ 3,566								\$ 3,566	
	Subtotal, Task 6 (hours)	52	4	20	48	2	126										
	Subtotal, Task 6 (\$)	\$ 11,232	\$ 864	\$ 3,760	\$ 5,520	\$ 194		\$ 21,570	\$ 600	\$ 647	\$ 22,817						
Task 7.0 Supplemental Work																	
7.01	Sewer Ordinance Updates to Reduce I&I	16	2		4	2	24	\$ 4,542								\$ 4,542	
7.02	SEP (Lateral Replacement) Program Support - Loan Program	16			40	4	60	\$ 8,444								\$ 8,444	
7.03	Evaluate and Prioritize Sewersheds with High I&I	24	2		24	2	52	\$ 6,570								\$ 6,570	
	Subtotal, Task 7 (hours)	56	4	0	68	8	136										
	Subtotal, Task 7 (\$)	\$ 12,096	\$ 864	\$ -	\$ 7,920	\$ 776		\$ 21,556	\$ -	\$ -	\$ 647	\$ 22,603					
TOTAL Base Scope (hours)		178	18	32	256	22	606										
TOTAL Base Scope (\$)		\$39,448	\$3,898	\$5,016	\$29,440	\$2,134		\$ 79,928	\$ 1,500	\$ 2,398	\$ 84,224						

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Optional Services

Estimated Staff Hours and Budget West Yost Associates												
PROJECT: Regulatory Compliance Consulting Services												
	WVH \$276	JDG \$276	PDF \$188	BRD \$151	SLC \$109	CRS \$115	CME \$97	Hours	Fee	Drafting Hours	Fee	Total Costs

Task 2.0 Collection System Maintenance and Management													
Optional	8				40			48	\$ 6,088	32	\$ 800	\$ 6,888	
Optional	24	4			60	4		92	\$ 13,336	20	\$ 500	\$ 13,836	
Optional	24	4			60	4		92	\$ 13,336			\$ 13,336	
Subtotal, Task 2 Optional Tasks (hours)	56	8	0	0	40	8	0	232	\$ 32,760	52	\$ 1,300	\$ 35,043	
Subtotal, Task 2 Optional Tasks (\$)	\$ 12,096	\$ 1,728	\$ -	\$ -	\$ 4,360	\$ 13,800	\$ 8	\$ -	\$ 32,760	\$ -	\$ 1,300	\$ 983	\$ 35,043

Task 3.0 Collection System Assessments												
Optional	8		4			40	4	56	\$ 7,468			\$ 7,468
Subtotal, Task 3 Optional Tasks (hours)	8	0	4	0	0	40	4	56	\$ 7,468	0	\$ -	\$ 7,468
Subtotal, Task 3 Optional Tasks (\$)	\$ 1,728	\$ -	\$ 4	\$ -	\$ -	\$ 4,600	\$ 388	\$ -	\$ 7,468	\$ -	\$ 224	\$ 7,692

Task 4.0 Capacity Assessment Base Scope Under Completion by Others													
Optional				8				8	\$ 1,208			\$ 1,244	
Optional								8	\$ 1,208			\$ 1,244	
Subtotal, Task 4 Optional Tasks (hours)	0	0	0	8	0	0	0	8	\$ 1,208	0	\$ -	\$ 36	
Subtotal, Task 4 Optional Tasks (\$)	\$ -	\$ -	\$ -	\$ 1,208	\$ -	\$ -	\$ -	\$ -	\$ 1,208	\$ -	\$ -	\$ 36	\$ 1,280

Cost will be provided upon request, based on a separate scope of services.

TOTAL Optional Tasks (hours)	64	8	4	8	40	160	12	296	\$ -	\$ 41,436	\$ 1,300	\$ 1,243	\$ 44,015
TOTAL Optional Tasks (\$)	\$13,824	\$1,728	\$752	\$1,208	\$4,360	\$18,400	\$1,164	\$ -	\$ 41,436	\$ -	\$ 1,300	\$ 1,243	\$ 44,015

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2009 Billing Rate Schedule

(Effective January 10, 2009 through December 31, 2009)*

POSITION	LABOR CHARGES (DOLLARS PER HR)
Principal/Vice President	216
Engineering Manager	206
Principal Engineer/Scientist	188
Senior Engineer/Scientist/GIS Analyst	169
Associate Engineer/Scientist	151
GIS Analyst	151
Engineer II/Scientist II	134
Engineer I/Scientist I	115
Construction Manager III	164
Construction Manager II	151
Construction Manager I	139
Resident Inspector III	127
Resident Inspector II	117
Resident Inspector I	103
Sr. Designer/Sr. CAD Operator	109
Designer/CAD Operator	97
Technical Specialist II	94
Technical Specialist I	82
Engineering Aide	68
Administrative IV	97
Administrative III	85
Administrative II	73
Administrative I	61

- Hourly labor rates include Direct Costs such as general computers, system charges, telephone, fax, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major WYA reproduction efforts, as well as Engineering Supplies, Travel, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate.
- Subconsultants will be billed at actual cost plus 10%.
- Computers are billed at \$25 per hour for specialty models and AutoCAD.
- A Finance Charge of 1.5 percent per month (an Annual Rate of 18 percent) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.
- Billing rates apply to all computers and equipment, whether owned or rented by WYA, and to all employment categories including regular full-time, part-time, limited term and contract personnel as defined in WYA's Employee Handbook.

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2009 Billing Rate Schedule (cont'd)

(Effective January 10, 2009 through December 31, 2009)*

Surveying and Equipment Charges

POSITION	LABOR CHARGES (DOLLARS PER HR)
GPS, 3-Person	333
GPS, 2-Person	284
GPS, 1-Person	223
Survey Crew, 2-Person	242
Survey Crew, 1-Person	182

Equipment Charges

EQUIPMENT	BILLING RATE (DOLLARS PER DAY)	BILLING RATE (DOLLARS PER WEEK)
DO Meter	16	77
pH Meter	5	24
Automatic Sampler	120	658
Transducer/Data Logger	38	190
Hydrant Pressure Gage	11	47
Hydrant Pressure Recorder (HPR)	—	190
Hydrant Wrench	5	30
Pitot Diffuser	27	124
Well Sounder	27	124
Ultrasonic Flow Meter	—	249
Vehicle	82	412
Velocity Meter	11	60
Water Quality Multimeter	163	891
Thickness Gage	—	66

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RESOLUTION No. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO APPROVING
AND AUTHORIZING THE CITY MANAGER TO EXECUTE SEPARATE
PROFESSIONAL SERVICES AGREEMENTS WITH WEST YOST ASSOCIATES AND
CAROLLO ENGINEERS, P.C. FOR REGULATORY COMPLIANCE CONSULTING
SERVICES, EPA ADMINISTRATIVE ORDER AND RELATED MATTERS**

WHEREAS, continued compliance with certain deliverables under the EPA Administrative Order (Docket No CWA309(a)-08-031, the State Water Resources Control Board/Order No. 2006-0003-DWQ/Statewide General Waste Discharge Requirements for Sanitary Sewer Systems and related matters warrants consulting assistance; and

WHEREAS, with Resolution 5041 of June 23, 2009 the City Council approved the City's 2009-2010 Annual Budget which includes funding for Professional Services in Fund 110-550-3000-320 and an unencumbered balance of \$\$119,470 in that fund remains as of August 25, 2009; and

WHEREAS, the Director of Public Works has evaluated alternatives and prepared and issued a Request for Proposals dated August 6, 2009 directly to five consultants with experience serving the City, the Sausalito-Marin City Sanitary District or the Tamalpais Community Services District on similar matters, and posted the request on the City's website; and

WHEREAS, two firms submitted proposals – West Yost Associates and Carollo Engineers, P.C.; and

WHEREAS, in conformance with Article 4, Section 3.30.500 *et seq.* of the Sausalito Municipal Code after evaluating the proposals the Director of Public Works and the City Engineer have concluded that both firms have the level of experience, competence, staffing and other professional qualifications necessary for more than a satisfactory performance of the services required and that award of the work to both firms will provide the best value to the City when compared with the alternatives identified; and

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

WHEREAS, the proposals received includes a detailed scope of services, schedule and budget, as well as acceptable terms and conditions for performance of said services.

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

1. Approves a Professional Services Agreement with West Yost Associates for the services described in the attached Agreement on a time and materials reimbursable basis against a budget of \$60,321 which shall not be exceeded without express approval.
2. Approves a Professional Services Agreement with Carollo Engineers, P.C. for the services described in the attached Agreement on a time and materials reimbursable basis against a budget of \$14,270 which shall not be exceeded without express approval.
3. Authorizes the City Manager to execute the attached Professional Services Agreements on behalf of the City.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Sausalito on the 1st day of September, 2009 by the following vote:

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

MAYOR OF THE 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 First day of September, 2009, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and **West Yost Associates** (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 as Base Tasks 1, 2, 3, 6.01, 7.02 and 7.03 and Optional Task 4.0 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 **Vivian W. Housen, Vice President**. 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 in an amount not to exceed **FIFTY-EIGHT THOUSAND FOUR-HUNDRED TWENTY ONE DOLLARS (\$58,421)** which includes Consultant's reimbursable expenses and markup as provided for in the rate schedule attached as Exhibit B hereto and incorporated herein by reference. Consultant acknowledges and agrees that the compensation to be paid to Consultant under this Section 4 represents the full amount due and owing to Consultant in connection with performance of the Work.

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Section 5. Amendments.

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

Section 6. Independent Contractor - Subcontractors.

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

Section 7. Consultant's Responsibility.

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

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

Section 8. Hold Harmless and Indemnification.

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

Section 9. Insurance.

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

With the exception of professional liability, the liability policy(ies) are to contain, or be endorsed to contain, the following provisions:

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

Section 10. Nondiscrimination.

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

Section 11. City Personnel Conflict of Interest.

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

Section 12. Consultant Conflict of Interest.

Consultant covenants that it 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 its services hereunder. Consultant further covenants that in the performance of this Agreement, no persons having any such interest shall be employed.

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Section 13. Assignment.

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

Section 14. Ownership of Documents.

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

Section 15. Termination.

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

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

City of Sausalito

Consultant

By: Adam J. Politzer
Its: City Manager

By: _____
Its: _____

Approved as to Form:

By: Mary Anne Wagner, Esq.
Its: City Attorney

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EXHIBIT A
SCOPE OF WORK

EXHIBIT B
RATE SCHEDULE

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

This **PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Agreement") is made and entered into this First day of September, 2009, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and **Carollo Engineers, P.C.**(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 as Task 3, Sewer Ordinance Revision 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 **Rick Chan, Partner**. 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 in an amount not to exceed **FOURTEEN THOUSAND TWO-HUNDRED SEVENTY DOLLARS (\$14,270)** which includes Consultant's reimbursable expenses and markup as provided for in the rate schedule attached as Exhibit B hereto and incorporated herein by reference. 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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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.

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Section 9. Insurance.

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

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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.

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City of Sausalito

Consultant

By: Adam J. Politzer
Its: City Manager

By: _____
Its: _____

Approved as to Form:

By: Mary Anne Wagner, Esq.
Its: City Attorney

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EXHIBIT A
SCOPE OF WORK

EXHIBIT B
RATE SCHEDULE