



# STAFF REPORT

## SAUSALITO CITY COUNCIL

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### AGENDA TITLE:

Approval of Amendment No. 1 to Professional Services Agreement for Sewer Project Design Services – Alexander Avenue Shoreline Sewer

### RECOMMENDED MOTION:

Adopt a Resolution Approving and Authorizing the City Manager to Execute Contract Amendment No. 1 to the Professional Services Agreement with Kennedy Jenks Consultants not to exceed \$28,800.

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### SUMMARY

Staff is requesting City Council adopt a Resolution approving a contract amendment with Kennedy Jenks for \$28,800 for preparation of additional plans. The plans will specify necessary modifications to an existing 20-inch former pressure sewer main that is serving as a gravity line for several homes along Alexander Avenue. The modifications will allow cleaning of the line (which cannot be accomplished now) and inspection of the line to allow a condition assessment and prioritization for repair or replacement.

### BACKGROUND

The City of Sausalito hired Kennedy-Jenks Consultants to prepare plans, specifications and environmental review documents for repair or replacement of a sewer main that serves property owners along Alexander. These homes currently discharge into a large metal pipe located in the tidal zone along the shore that had previously operated under pressure. Sausalito-Marin City Sanitary District built a new force main in Second, South and Alexander and effectively abandoned operation of this line except for conveying the remaining residential flows. There are significant challenges with creating these construction documents. The time to secure necessary property rights and permits is uncertain but is expected to take at least 12 months.

In the mean time little is known about the existing line serving these properties other than it is metal, is a former pressure sewer main, it has no access points from the Sausalito Marin City Sanitary District Treatment Plant and Main Street pump station.

Staff requested a proposal from Kennedy Jenks to create plans for an interim project that will allow the installation of inspection and cleaning ports. This will allow an

assessment of the condition of the pipe and the pipe's contents. This information will allow the City to formulate strategies to prevent sewage discharges to San Francisco Bay and assist in determining the appropriate type of replacement facility. The proposal is attached for information.

## **FISCAL IMPACT**

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

Kennedy Jenks submitted a proposal for the additional work with an estimated cost of \$28,800. The funding will come from the Capital Projects accounts in the Sewer Fund.

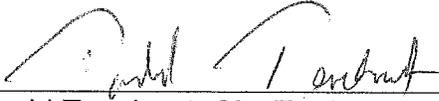
## **STAFF RECOMMENDATIONS**

Adopt the attached resolution authorizing the City Manager to execute amendment No. 1 to professional services agreement with Kennedy Jenks Consultants. The authorized amount shall not to exceed \$28,800 without further authorization.

## **ATTACHMENTS**

Resolution  
Amendment No. 1 to Professional Services Agreement  
K-J Proposal

PREPARED BY:

  
\_\_\_\_\_  
Todd Teachout, City Engineer

REVIEWED BY (Department Head):

  
\_\_\_\_\_  
Jonathon Goldman,  
Director of Public Works

REVIEWED BY (City Attorney):

  
\_\_\_\_\_  
Mary Wagner, City Attorney

REVIEWED BY:

  
\_\_\_\_\_  
Charlie Francis, Director of Finance

SUBMITTED BY:

  
\_\_\_\_\_  
Adam W. Politzer  
City Manager



RESOLUTION \_\_\_-09

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO  
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE  
AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH  
KENNEDY JENKS CONSULTANTS FOR ALEXANDER AVENUE SHORELINE  
SEWER PROJECT.**

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

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

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

**WHEREAS**, Staff realized that little is known about the existing pipeline and that the pipe needs to be modified to enable inspection and assessment, and

**WHEREAS**, Kennedy Jenks Consultants original proposal for engineering services did not include scope for such modifications, and

**WHEREAS**, Kennedy Jenks Consultants estimates that the additional costs for such work is \$29,000, and

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

**WHEREAS**, at its April 20, 2010 regular meeting the City Council heard and considered comments and concerns about the proposed scope of services; and

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

1. Kennedy Jenks Consultants is qualified to perform the work.
2. Approves of the Work Scope Amendment
3. Approves Amendment No. 1 to Professional Services Agreement with Kennedy Jenks Consultants.
3. The City Manager is authorized to execute Amendment No. 1 to the Professional Services Agreement with Kennedy Jenks Consultants for an amount not to exceed \$28,800 without further authorization.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Sausalito on the 20th day of April, 2010, by the following vote:

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

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Mayor, City of Sausalito

ATTEST:

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City Clerk

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Item #: 485  
Meeting Date: April 20, 2010  
Page #: 86

This **FIRST AMENDMENT TO PROFESSIONAL SERVICES SERVICES AGREEMENT**, (this "Amendment") is made and entered into this 20th day of April, 2010, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and **KENNEDY-JENKS CONSULTANTS, INC.** (hereinafter "Consultant").

### RECITALS

The following Recitals are a substantive part of this Agreement:

- A. City and Consultant entered into a Professional/Consulting Services Agreement dated as of August 27th, 2009 (the "Agreement"). Pursuant to the Agreement, the Consultant provides the City with certain services related to Sewer Project Design Services – Phase 1.
- B. The City wishes to utilize Consultant to provide engineering services as outlined in the attached letter proposal entitled "Alexander Avenue Sewer Project, Budget Augmentation for Expanded Pre-Design K/J 0968018\*00, dated 9 April 2010" in addition to the services already being provided under the Agreement.
- C. City and Consultant desire to enter into this Amendment to include the provision of such services.

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

#### Section 1. Scope of Work

Section 1 of the Agreement is hereby amended to provide that in addition to the services set forth in Exhibit A of the Agreement Consultant shall also provide City with Services set forth in "Alexander Avenue Sewer Project, Budget Augmentation for Expanded Pre-Design K/J 0968018\*00, dated 9 April 2010" attached as Exhibit B.

#### Section 2. Schedule

Section 2 of the Agreement is not amended further.

#### Section 3. Compensation.

Section 3 of the Agreement is amended to provide that in consideration of the additional Work to be performed by the Consultant as set forth in Section 1 of this Amendment Consultant shall be compensated in an amount not to exceed \$162,800 [total] (\$134,000 originally, \$28,800 for amendment No. 1) without additional authorization.

**Section 4. Effect on Agreement.**

Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect. In the event of any inconsistency between the Agreement and this Amendment, the terms of this Amendment shall control.

**Section 5. Entire Agreement; Conflicts.**

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

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

City of Sausalito

Consultant

\_\_\_\_\_  
By: Adam W. Politzer  
Its: City Manager

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

approved as to form:

\_\_\_\_\_  
Mary Anne Wagner  
City Attorney

# Kennedy/Jenks Consultants

## Engineers & Scientists

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

9 April 2010

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

Subject: Alexander Avenue Sewer Project  
Budget Augmentation Request for Expanded Pre-Design  
K/J 0968018\*00

Dear Mr. Teachout:

Per our discussion at our 12 February 2010 meeting, Kennedy/Jenks Consultants (Kennedy/Jenks) is pleased to present this budget augmentation request to expand the pre-design. The purpose of the expanded pre-design is to evaluate additional alternatives.

### Background/Project Understanding

In southern Sausalito, there is a small sanitary sewer service area of 20 waterfront parcels east of Alexander Avenue and adjacent to the City of Sausalito (City) limit line. These parcels currently discharge into a former Sausalito-Marin City Sanitary District (SMCSD) 20-inch force main that is buried in the beach with minimal cover. SMCSD installed a new force main to replace the beach force main several years ago, because the 20 parcels remain connected the beach force main pipeline remains in service to provide conveyance of sewage from these parcels. The City and SMCSD would like to find a new way of providing sanitary sewer service to these parcels, and so the City requested that Kennedy/Jenks evaluate alternatives.

In accordance with our proposal dated 27 April 2009 and our contract dated 27 August 2009, Kennedy/Jenks conducted a pre-design for replacing the Alexander Avenue Sewer. During our Kickoff Meeting of 23 September 2009, we selected the following alternatives to evaluate during the pre-design:

- a. Slipline the entire existing 20-inch force main
- b. Extend the 6-inch gravity sewer
- c. Slipline part of the existing 20-inch force main

435  
9

Mr. Todd Teachout  
City of Sausalito  
9 April 2010  
Page 2

- d. Install ejector systems at each house, and pump up to the Sausalito Marin City Sanitary District (SMCSD) force main in Alexander Avenue or to a City owned gravity sewer.
- e. Install one central pump station for the Block 303 houses, and pump into the SMCSD Alexander Avenue force main or to a City owned gravity sewer.
- f. No action.

These six options were evaluated and incorporated into our 9 December 2009 Draft Technical Memorandum (TM). Kennedy/Jenks staff met with the City and SMCSD staff on 12 February 2010 to discuss the alternatives outlined in the TM and select a preferred alternative. During the meeting, we eliminated the following alternatives:

- Alternative 1 – 14-inch Slipline of Entire 20-inch Force Main: The California Regional Water Quality Control Board (CRWQCB) has already indicated that they want the existing 20-inch force main to be taken out of service, due to concerns about having it located in the beach area. Therefore, SMCSD is not interested in using this line as a back-up line. Also, because the existing force main was not designed as a gravity sewer, it would probably have multiple low spots that could result in odor issues. So, this alternative will be eliminated from further consideration.
- Alternative 3 – 8-inch Slipline of a Portion of 20-inch Line: For reasons similar to Alternative 1, this alternative will be eliminated from further consideration.
- Alternative 6 – No Action: The CRWQCB had indicated that the City needs to take some action regarding the existing 20-inch force main, so this alternative will be eliminated from further consideration.

Alternative 2, the new 6-inch gravity line which was the preferred alternative in 2004, was the apparent lowest cost alternative again in 2009. However, the City was concerned with the difficulty in obtaining easements and maintaining this alignment as it would partially run through private property. Therefore, the City would like us to evaluate this alternative in more detail. In addition, they requested that we evaluate the following additional alternatives:

- Alternative 5A – Single Pump Station Outside of Beach: For this alternative, the single pump station would be located in the hillside outside of the beach area. There are some parcels that would be located downgradient of this pump station, and so this alternative would include installing ejector pump units at those parcels.
- Alternative 6A – Clean and Inspect the Existing 20-inch Line: For this alternative, new access points would be added between Block 303 and the Main Street Pump Station to allow the force main to be cleaned and inspected. The access points would be lateral points located outside of the tidal zone to allow full-time access. This alternative is intended as a temporary measure until a permanent alternative has been installed.

Mr. Todd Teachout  
City of Sausalito  
9 April 2010  
Page 3

- Alternative 6B – Develop an emergency action plan for conducting emergency repairs of the 20-inch force main.
- Alternative 7 – Central Vacuum System: For this alternative, a vacuum sewer would be installed in Alexander Avenue that would be connected to sewage collection sumps installed at each of the parcels.
- Alternative 8 – Replace Cote D'Azur to Main Street Pump Station Sewer: For this alternative, the 6-inch gravity sewer and 20-inch force main between Cote D'Azur and the Main Street Pump Station would be replaced with a new 12-inch gravity sewer. In order to relocate these pipelines outside of the tidal zone, a new seawall would be constructed along the alignment between the existing City manhole at Cote D'Azur and the Main Street Pump Station.

### **Scope of Services**

The following is our proposed scope of services for the expanded pre-design. The scope of work for the preliminary design and final design remain the same as listed in our 27 April 2009 proposal.

### **Phase 1 – Expanded Pre-design**

The scope of the expanded pre-design work phase is to revise the pre-design to include the following alternatives:

1. Alternative 1 – Deleted from further consideration.
2. Alternative 2 – Extend the 6-inch gravity sewer from Cote D'Azur south through the Block 303 Sewer Service Area (No change from TM).
3. Alternative 3 – Deleted from further consideration.
4. Alternative 4 – Install ejector systems at each house, and pump up to the existing City gravity sewer in Alexander Avenue (No change from TM).
5. Alternative 5 – Install one central pump station within the beach area for the Block 303 houses, and pump into the existing City gravity sewer (No change from TM).
6. Alternative 5A – Install one central pump station in the hillside outside of the beach area. There are some parcels that would be located downgradient of this pump station, and so this alternative would include installing ejector pump units at those parcels.
7. Alternative 6 – Deleted from further consideration.
8. Alternative 6A – Install new access points for the existing beach 20-inch force main, clean the force main, and inspect the existing force main.
9. Alternative 6B – Develop a plan for conducting emergency repairs of the existing 20-inch force main.

Mr. Todd Teachout  
City of Sausalito  
9 April 2010  
Page 4

- 10. Alternative 7 – Install a central vacuum system in Alexander Avenue.
- 11. Alternative 8 – Replace the existing 6-inch sewer and 20-inch force main between Cote D’Azur and the Main Street Pump Station, and install a new seawall to facilitate this work.

Kennedy/Jenks will evaluate each alternative for the following:

- Capital costs
- Operation costs
- Easements required, and overall impact to adjacent homeowners
- Ease of access for maintenance

Kennedy/Jenks will re-visit and update the previously prepared Draft TM to include the new alternatives, including a conceptual-level Engineer’s Opinion of Probable Construction Costs for the new alternatives. The Pre-Design TM will include conceptual level plan drawings, required utility easements, and permits necessary for construction. The CEQA review will be prepared under a separate tech memo and included with the pre-design tech memo. Five (5) copies of the Pre-design TM will be provided for the City’s review. We will then meet with the City to discuss the memo and to select a preferred alternative. Upon the City’s review and concurrence with the findings and recommendations in the pre-design tech memo, Kennedy/Jenks will proceed with preliminary design of the recommended sewer system. Because the 27 April 2009 proposal was based on extending the 6-inch gravity sewer, we may need to revisit the scope and budget for the Preliminary Design and Final Design upon completion of the Expanded Pre-Design and selection of a preferred alternative for the project.

**Proposed Budget**

Our proposed budget for the pre-design, preliminary design, and final design phases is presented below:

Task	Budget
<i>Phase 1 – Expanded Pre-design</i>	
Update 3 Existing Alternatives	\$2,000
Evaluate 5 New Alternatives	\$14,500
Draft TM	\$8,000
Review Meeting	\$2,400
Final TM	\$1,900
<b>Total</b>	<b>\$28,800</b>

This fee estimate is based on the Scope of Services previously identified and our Schedule of Charges, dated 1 January 2010, enclosed.

4/25  
12

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

**Kennedy/Jenks Consultants**

Contract/Proposal Date: 9 April 2010

**Schedule of Charges**

January 1, 2010

**Personnel Compensation**

Classification	Hourly Rate
CAD-Technician.....	\$100
Designer-Senior Technician .....	\$130
Engineer-Scientist-Specialist 2 .....	\$125
Engineer-Scientist-Specialist 3 .....	\$140
Engineer-Scientist-Specialist 4 .....	\$155
Engineer-Scientist-Specialist 5 .....	\$170
Engineer-Scientist-Specialist 6 .....	\$190
Engineer-Scientist-Specialist 7 .....	\$215
Engineer-Scientist-Specialist 8 .....	\$225
Engineer-Scientist-Specialist 9 .....	\$230
Project Administrator .....	\$90
Administrative Assistant .....	\$75
Aide.....	\$60

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

**Direct Expenses**

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

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

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

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

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

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

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

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2010 through December 31, 2010. After December 31, 2010, invoices will reflect the Schedule of Charges currently in effect.

485  
13

Mr. Todd Teachout  
City of Sausalito  
9 April 2010  
Page 5

**Schedule**

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

Draft Expanded Pre-design TM	Within 4 weeks after Notice-to-Proceed
Final Expanded Pre-design TM	2 weeks after receipt of comments from City

**Basis of Compensation**

We propose that compensation for our services be on a time and expense reimbursement basis in accordance with our standard Schedule of Charges, dated January 1, 2010, enclosed. Payments shall be made monthly based on invoices, which describe services and list actual costs and expenses.

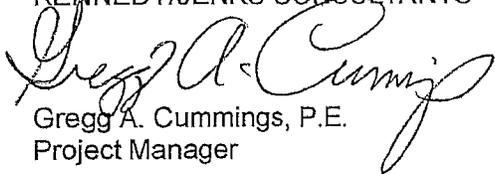
**Terms and Conditions**

This proposal is based on current projections of staff availability and costs and, therefore, is valid for 90 days following the date of this letter. It is understood that this work will be done as an amendment to our 27 August 2009 contract.

Please do not hesitate to call me at (415) 243-2505 with any questions regarding our budget augmentation request for the expanded pre-design. We look forward to working with you on completing this project.

Very truly yours,

KENNEDY/JENKS CONSULTANTS

  
Gregg A. Cummings, P.E.  
Project Manager

Enclosure

cc: Joel Faller, Kennedy/Jenks

4B5  
14