

Agenda Report Reviewed by:
City Manager: 

**CITY OF SEBASTOPOL
CITY COUNCIL
STAFF REPORT**

Meeting Date: September 20, 2016
To: Honorable Mayor and City Councilmembers
From: Engineering Manager Henry J. Mikus
Subject: Master Agreement and Amendment No. 1 for Consulting Services: Hazen and Sawyer
Recommendation: Approve Staff entering into Agreement with Hazen and Sawyer for Consulting Services via a Master Agreement and Amendment 1
Funding: Currently Budgeted: __ _xxx__ Yes ____ No ___ N/A from Water Fund
Net General Fund Cost: None currently

Introduction: The City has been involved in complex technical and legal negotiations for quite some time regarding underground pollution from a commercial site in the downtown area with regards to impacts on and use of our wells and treatment systems for remediation.

Background: Kent O'Brien, formerly of the consultant firm GHD, was an integral part of the negotiating team. Mr. O'Brien recently changed employers and is now working for Hazen and Sawyer, a consulting firm doing similar work.

Discussion: City staff have examined Mr. O'Brien's valued contributions, and have concluded it is in the City's best interests to keep him working this project despite his change of employer. Staff is seeking approval of a Master Agreement for Consulting Services and Amendment 1 for the specific work with Hazen and Sawyer so Mr. O'Brien can continue on our project. The Agreement and Amendment are attached.

Recommendation: That the City Council authorize the City Manager to execute the Master Agreement for Consulting Services and the first Amendment with Hazen and Sawyer.

Attachments:

Master Agreement
Amendment No. 1 to the Master Agreement

CITY OF SEBASTOPOL
CONTRACT NO. 2016-05
MASTER AGREEMENT FOR ENGINEERING CONSULTING SERVICES
Hazen and Sawyer
Consulting Engineers

THIS AGREEMENT, made and entered into this 20th day of September, 2016 by and between the City of Sebastopol, a municipal corporation located in the County of Sonoma, State of California, hereinafter referred collectively to as "CITY" and **Hazen and Sawyer**, a California Corporation with principal offices at 21 Mission Street, Suite 500, San Francisco, CA 94105, hereinafter referred to as "CONSULTANT",

WITNESSETH

WHEREAS, CITY has the need for On-Call Engineering services; and

WHEREAS, CITY desires to contract for such services with a private consultant; and

WHEREAS, CONSULTANT is experienced in providing such services for municipal corporations and is able to provide personnel with the proper experience and background to carry out the duties involved; and

WHEREAS CITY wishes to retain CONSULTANT for the performance of said services;

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

CITY, pursuant to the authority set forth at Government Code Section 36505, does hereby appoint CONSULTANT, in a contractual capacity, to perform the following services on an "on call, as needed" basis, in accordance with the terms and conditions hereinafter set forth;

The type of Engineering or other services to be provided include:

1. Civil – Utilities (Water, Wastewater, Storm water)
 2. Storm water Management, Hydrology, SWPPP
 3. Ground Water testing and monitoring
- 1) **CAPITAL PROJECTS** - As assigned, pursuant to approval of scope of work and fee proposal by the City Council, perform services which may include but are not necessarily limited to the following:
- a) Preliminary Engineering: Prepare alternatives analyses, preliminary layouts, surveying, geotechnical services, and estimates of probable cost.
 - b) Permits: Assist the City in obtaining approvals and permits from various agencies, including CALTRANS, Regional Water Quality Control Board, US

Army Corps of Engineers, CA Department of Fish and Game, etc.

- c) Construction Documents: Prepare engineering calculations and designs, plans, specifications, cost estimates, and contract bidding documents.
 - d) Bidding Assistance: Assist the City with technical support during bidding phase for public contracts, attend pre-bid conferences and job walks, perform construct-ability review of other firms or own plans and specifications, prepare addenda, analyze bids, and recommend award.
 - e) Construction Support/Construction Management: Attend pre-construction conferences; monitor construction schedule, visit construction site as required for progress and quality of work evaluation. Assist City with interpretation of the plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and other submittals, and the review and negotiation of change orders.
- 2) OTHER MISCELLANEOUS SERVICES - CITY may from time-to-time have the need for other services not specifically listed in this agreement for which CONSULTANT has the necessary experience and capabilities to provide. CITY, may authorize CONSULTANT to perform such selected services on an as-needed basis.
- 3) PROJECT ASSIGNMENTS
- a) The City may from time to time during the term of this agreement, solicit proposals from CONSULTANT for various City projects. Individual project assignments will be awarded by amendments to this agreement, concurrent with the term of the master contract.
 - b) The City will award contract amendments for each project based upon a scope of services, work schedule, and fee proposal submitted to the City on request, and subject to approval by the City Council. For any given project, the City may elect to contract with more than one consultant based upon their field of expertise.
 - c) Consultants are also encouraged to team with other pre-qualified consultants on project proposals where multiple disciplines are required.
- 4) RECORDS All records produced by CONSULTANT during the course of your work under this agreement are and at all times shall remain the property of the CITY. CONSULTANT shall assemble these records in an orderly fashion and store same, for at least three years, in a mutually agreed upon location so that they may be reasonably available to the public or to the officials of CITY as required. Copies of records shall be provided to the City from time to time, as requested.
- 5) Termination- This Master Agreement may be terminated at will by either party with or without cause upon 30 days written notice.
- 6) GENERAL CONDITIONS
- a) CITY shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by

CONSULTANT performing services hereunder for CITY.

- b) All documents, including but not limited to plans and specifications, prepared by CONSULTANT are instruments of services, only. They are not intended nor represented to be suitable for reuse on extensions of this project or any other project. Any reuse without specific permission by CONSULTANT shall be at the users sole risk. CITY hereto agrees to save, keep and hold harmless CONSULTANT from all damages, costs or expenses in law and equity including costs of suit and attorneys fees resulting from such reuse.
 - c) CONSULTANT agrees to save, keep, hold harmless and indemnify CITY and its officers, and employees from all damages, in law and equity caused by any negligent act or omission to act on the part of CONSULTANT or any of its officers, employees or subcontractors. CITY shall save, keep, hold harmless indemnify CONSULTANT from all damages suffered in the performance of the authorized by this Agreement that are not the result of wrongful acts of the CONSULTANT, its officers, employees or subcontractors.
 - d) CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, or employees. Refer to Exhibit "A", INSURANCE REQUIREMENTS FOR CONSULTANTS (REMIF), attached hereto and thereby made a part of this contract.
- 7) NOTICES - For purposes hereof, unless otherwise provided in writing by the parties hereto, the address of the CITY and the proper person to receive any notice on the CITY'S behalf is:

Henry J. Mikus, Engineering Manager
City of Sebastopol
714 Johnson Street
Sebastopol, CA 95472

For the purposes hereto, unless otherwise provided in writing by the parties hereto, the address of CONSULTANT and the proper person to receive any notice on the CONSULTANT'S behalf is:

Kent O'Brien
Hazen and Sawyer
21 Mission Street, Suite 500
San Francisco, California 94105

- 8) ARBITRATION - All claims, disputes, and other matters in question between the parties to this AGREEMENT, or breach thereof, may be decided by arbitration in accordance with the then-most current rules of the American Arbitration Association, if the parties mutually agree.

9) MISCELLANEOUS

- a. The titles used in this agreement are for general reference only and are not a part of the Agreement.
- b. This Agreement shall be interpreted as though prepared by both parties.
- c. Any provision of this agreement held to violate any law shall not invalidate the remainder of this Agreement.
- d. This Agreement shall be interpreted under the laws of the State of California.

10) TERM OF AGREEMENT – This Agreement shall remain in effect for an initial term of 3 (three) years. Extensions of the agreement may be made upon mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers the day and year first above written in this Agreement.

CITY OF SEBASTOPOL

CONSULTANT

Larry McLaughlin, City Manager

Kent O'Brien

Hazen and Sawyer

**Amendment No. 1 to Master Agreement No. 2016-05
For Engineering Consulting Services Regarding City Wells, Possible Outside Impacts,
and Potential Remedial Uses: Hazen and Sawyer**

Parties hereto entered into a Master Agreement for Consulting Services on September 20, 2016 with an initial term of three (3) years.

As part of an ongoing project concerning City ground water extraction wells and potential outside source pollution impacts, the City of Sebastopol requires Engineering services to assist with technical information and negotiations regarding use of the wells.

The City of Sebastopol and Hazen and Sawyer wish to incorporate the Scope of Work (as shown in the attached Exhibit A) for the Wells project into their Master Agreement via this Amendment No. 1. All of the terms and conditions of Master Agreement 2016-05 are hereby incorporated by reference and made part of this contract for the project.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized officers on the dates indicated below.

CITY OF SEBASTOPOL

CONSULTANT
Hazen and Sawyer

Larry McLaughlin, City Manager

Kent O'Brien

Date: _____

Date: _____

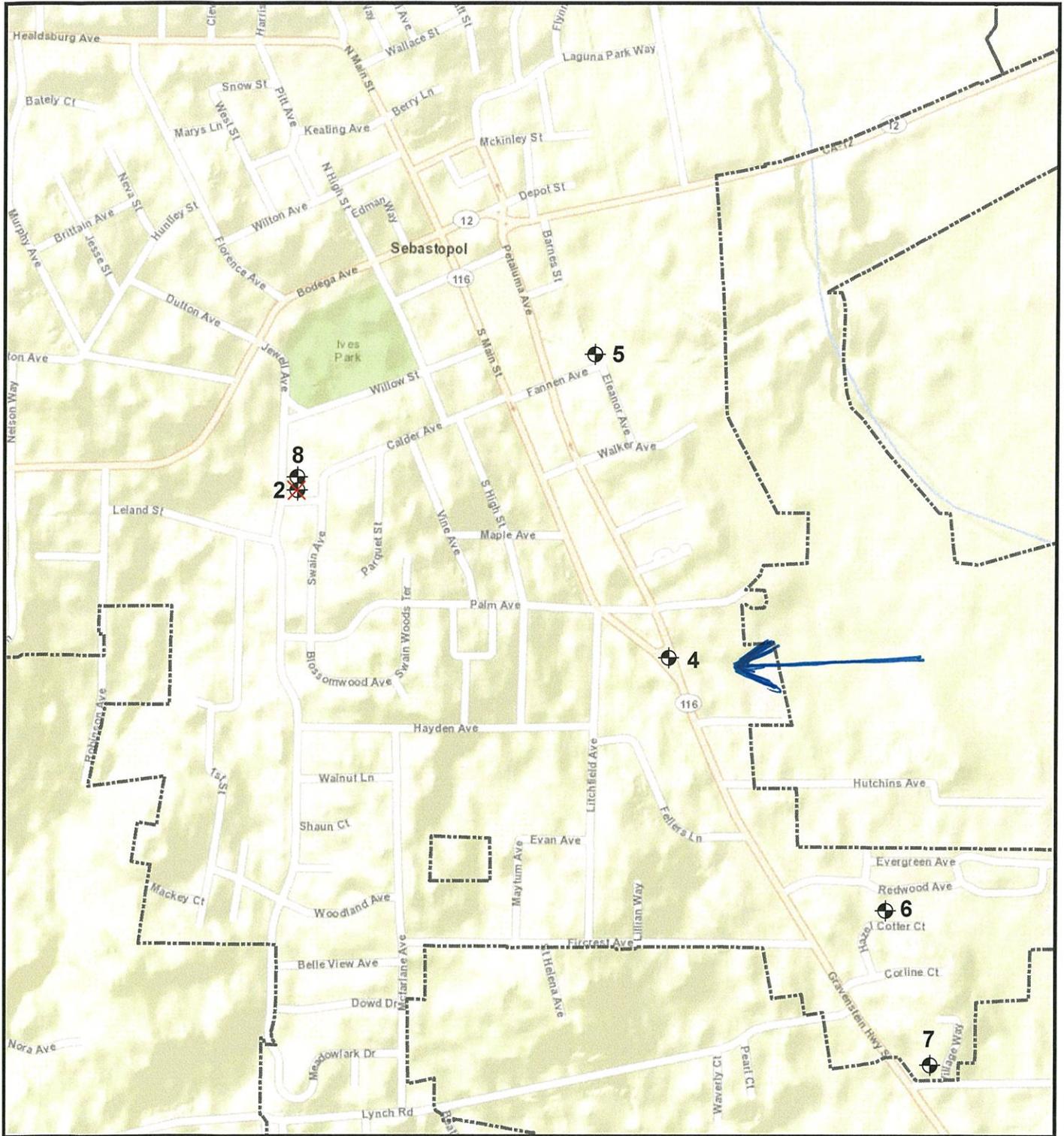
Exhibit A of Amendment No. 1

Engineering Consulting Services Regarding City Wells, Possible Outside Impacts, and Potential Remedial Uses

Scope of Work

1. Attend or participate in meetings related to the City wells and the potential pollution impacts
2. Provide technical analysis of information and submittals by other parties
3. Provide technical assistance in interaction with regulatory agencies
4. Provide any reports or position papers as requested
5. Provide technical support to City staff for this project

This is an "on-call" agreement for services as-needed.



LEGEND

-  Municipal Well
-  Destroyed Municipal Well
-  City Limits

Paper Size ANSI A
 0 500 1,000
 Feet
 Map Projection: Lambert Conformal Conic
 Horizontal Datum: North American 1983
 Grid: NAD 1983 StatePlane California II FIPS 0402 Feet



City of Sebastopol
 Water Quality Feasibility Study

Job Number | 0206112001
 Revision |
 Date | 30 Jul 2012

Well Location Map

Figure 1