

0150-09505-0001

TRANSMITTAL

TO
City Council

DATE
APR 07 2014

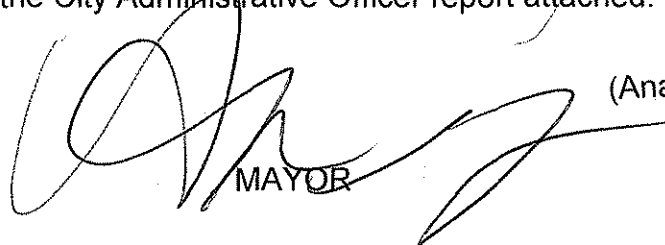
COUNCIL FILE NO.

FROM
The Mayor

COUNCIL DISTRICT

**Proposed First and Second Amendments to Contract with
Ballard Marine Construction, Incorporated
For Hyperion Treatment Plant Outfall Inspections**

Approved and transmitted for further processing.
See the City Administrative Officer report attached.


(Ana Guerrero)
MAYOR

MAS:EMM:06140059t

CAO 649-d

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)


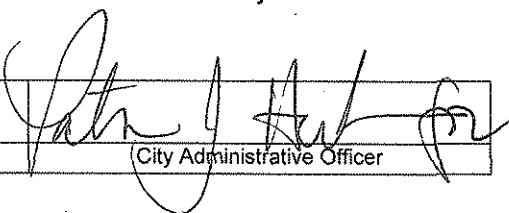
To: The Mayor	Date: 04-01-14	C.D. No. All	CAO File No.: 0150-09505-0001
Contracting Department/Bureau: Public Works/Bureau of Sanitation		Contact: Chuck Turhollow, (310) 648-5928	
Reference: Transmittal from the Board of Public Works dated November 25, 2013; referred for report on December 4, 2013.			
Purpose of Contract: Provide professional diving and undersea video recording services associated with the inspection of the One-Mile, Five-Mile and Seven-Mile Outfalls at the Hyperion Treatment Plant (HTP). This contract amendment will extend the contract term by two years.			
Type of Contract: () New contract (x) Amendment		Contract Term Dates: Two Years effective June 13, 2014	
Contract/Amendment Amount: Not to exceed \$425,000 over five years (\$85,000 per year)			
Proposed amount \$ N/A + Prior award(s) \$ 425,000 = Total \$ 425,000			
Source of funds: Sewer Construction and Maintenance Fund (SCM)			
Name of Contractor: Ballard Diving and Salvage, Incorporated			
Address: 1525 NW Ballard Way, Seattle WA 98107			
	Yes	No	N/A*
1. Council has approved the purpose	x		
2. Appropriated funds are available	x		
3. Charter Section 1022 findings completed	x		
4. Proposals have been requested	x		
5. Risk Management review completed	x		
6. Standard Provisions for City Contracts included	x		
7. Workforce that resides in the City: 0%			
8. Contractor has complied with:			
	Yes	No	N/A*
a. Equal Employmt. Oppty./Affirm. Action	x		
b. Good Faith Effort Outreach**	x		
c. Equal Benefits Ordinance	x		
d. Contractor Responsibility Ordinance	x		
e. Slavery Disclosure Ordinance	x		
f. Bidder Certification CEC Form 50	x		
*N/A = not applicable ** Contracts over \$100,000			

COMMENTS

The Board of Public Works (Board), on behalf of the Bureau of Sanitation (Bureau) requests authority to execute the First and Second Amendments to a contract with Ballard Marine Construction, Incorporated (Ballard) for diving and video recording services associated with the inspection of the One-Mile, Five-Mile and Seven-Mile outfalls for the Hyperion Treatment Plant (HTP). These inspections are required to comply with the City's National Pollutant Discharge Elimination System (NPDES) Permit and to monitor and assess the structural integrity of the outfalls and the impact of treated effluent on marine life.

On March 31, 2011, the City executed Contract No. 118946 with Ballard for outfall inspection for a term of three years with two one-year renewal options for a total of five years, at a cost not to exceed \$425,000. Article 7 of the contract requires Board and Council approval to execute the renewal options. Therefore the proposed First and Second Amendments must be approved by the City Council in order to execute an extension.

The initial three year term expires on June 12, 2014. The Bureau is requesting authority to exercise both one-year renewal options, which will extend the contract by an additional two years from June 13, 2014 to June 12, 2016.

 EMM	Analyst	06140053	Assistant CAO	 City Administrative Officer
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The First and Second Amendments will not change the scope or assignment of work, method of compensation or contract ceiling. The contract ceiling is not to exceed \$425,000. The estimated cost of each of the two Amendments is not to exceed \$85,000 per year.

Scope and Assignment of Work

Ballard will continue to provide professional divers and/or a remote vehicle to perform surveys and inspections of both the One-Mile and Five-Mile outfalls annually, and any other diving devices or services requested by the City, including surveys and inspections of the Seven-Mile outfall on an as-needed basis. Upon inspection of an outfall, Ballard shall provide a one-hour briefing and video presentation to the Bureau staff. The briefing shall include digital video presentation with narrative that highlights key issues with the inspection. Ballard will provide digital and hard copies of their findings to the Bureau.

Compensation, Invoicing and Payment

In accordance with the schedule in Section 10.1 of the contract, the rate for each outfall annual inspection will be paid in a lump sum which includes the cost of project preparation, equipment set up, mobilization and demobilization, all staff salaries, fringe benefits, report and video report preparation, overhead, corporation profit and all other expenses incurred during the inspection process. Any additional as-needed diving services requested by the Bureau will be based on the as-needed rate schedule provided in Section 10.1 of the contract. Compensation shall be subject to the Bureau's satisfaction of the tasks completed and documentation submitted by Ballard.

Contracting Compliance Requirements

Ballard has complied with all applicable City procedures, laws and policies. The City Attorney has reviewed and approved the contract as to form.

This agreement involves highly specialized services for which there are no subcontracting opportunities. Consequently, the Minority Business Enterprises, Women Business Enterprises and all Other Business Enterprises (MBE/WBE/OBE) Subcontractor Outreach Program requirements were waived by the Mayor's Office on December 5, 2008.

To comply with Charter Section 1022, on August 12, 2008, the Personnel Department determined that it is more feasible to utilize contract staff because there are no City employees qualified to perform this type of specialized, intermittent work. Since there is neither a cost ceiling increase nor a change to the scope of work, a Charter Section 1022 process is not required for these Amendments.

RECOMMENDATION

That the Mayor and Council authorize the Board of Public Works to execute the proposed First and Second Amendments to extend the term of the contract with Ballard Marine Construction, Incorporated, by two years, from June 13, 2014 through June 12, 2016.

FISCAL IMPACT STATEMENT

There is no fiscal impact to the General Fund as the proposed First and Second Amendments will extend the term of the existing contract by two years. The cost of the contract is limited at \$425,000 over five years (approximately \$85,000 per year) and will be funded from the Sewer Construction and

Maintenance Fund. City liability under this contract is limited to the current appropriation. The recommendation in this report complies with the City's Financial Policies in that funding from the Sewer Construction and Maintenance Fund is budgeted annually for outfall monitoring.

MAS:EMM:06140059