



# City of Sausalito

## Department of Public Works

420 Litho Street, Sausalito, CA 94965

(415) 289-4106 (Voice)

(415) 339-2256 (Fax)

DATE: December 12, 2012

### Gate 6 Road Intersection Improvements:

#### Summary Request:

The intersection of Gate 6 Road/Bridgeway/Bridge Ave./Highway 101 is the primary transportation gateway into the City of Sausalito. The intersection includes a fifth leg which is the Sausalito/Mill Valley Path, an important route for pedestrians and bicyclists. The path is a part of the San Francisco Bay Trail and the Marin North South Greenway. Travel through the intersection is especially challenging for pedestrians and bicyclists as a result of several factors including but not limited to possible inadequate signal indications, signage and striping deficiencies. These challenges are especially acute for southbound traffic from the Sausalito/Mill Valley Path to the southbound Class 2 bike path in the southerly leg of Bridgeway. The City obtained a grant to study the intersection and develop plans and environmental reports and technical studies to enable permits to be obtained to construct improvements. Project Budget is \$95,000.

Sausalito seeks Statement of Qualifications and Cost Proposals from experienced firms. The City of Sausalito is in need of professional engineering and environmental planning services to do following work scope:

- 1) Evaluate and analyze existing and known operations and forecast future operations in an effort to improve travel movement operations of all modes of travel (bikes, pedestrians, busses, trucks, cars, motorcycles).
- 2) Prepare Plans, Specifications and Estimate of improvements to address identified deficiencies.
- 3) Perform Signal Timing Modeling to optimize all travel modes through the intersection. Develop Timing Plans for implementation by authorized signal personnel.
- 3) Prepare required Technical Studies/Memorandum to allow the project to obtain CEQA/NEPA clearance through Caltrans Local Assistance, Planning Branch, or equivalent authority.
- 4) Perform necessary actions to secure an encroachment permit and/or other permits from involved jurisdictions to allow construction and traffic signal modification.

The selected Consultant is expected to hold joint meetings with staff from Sausalito, Marin County, Caltrans and other stakeholders to consider and resolve matters related to the project.

This project is Federally funded and therefore is subject to the following:

**Disadvantaged Business Enterprise (DBE) Participation Goals of 8.6% with a UDBE participation of 6.1%.**

Completion of Non-lobbying for Federal Aid Contracts Certification  
Completion of Debarment and Suspension Certification

The statement of qualification needs to identify milestones, deliverables, and due dates for milestones. The objective is to achieve project design and substantial completion by July 1, 2013.

Form of Proposal: Cover Letter, Statement of Qualifications, estimate of time and cost to perform services, information about the team including management and coordination details and resumes of the proposed staff.

Three copies of hard copy statement of qualifications may be sent to the City of Sausalito at the mailing address, above. Electronic versions may be sent to [teachout@ci.sausalito.ca.us](mailto:teachout@ci.sausalito.ca.us).

A pre-submittal meeting will be held on January 3 at 10:00AM to discuss the project. Statement of Qualification of Qualifications shall be submitted by January 18, 2012.

Thank you for your consideration.

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Todd Teachout, City Engineer, (415) 289-4111 or [tteachout@ci.sausalito.ca.us](mailto:tteachout@ci.sausalito.ca.us)

# **DETAILED REQUEST**

## **INTRODUCTION**

The City of Sausalito (City) seeks an experienced and qualified consultant team of engineers and other professionals to provide traffic analysis, improvement design services (prepare plans specifications and estimate), preparation of environmental documents for the design to obtain compliance certification under the National Environmental Protection Act and the California Environmental Quality Act at the intersection of Gate 6 Road and Bridgeway. The intersection is located at the northern City limit of the City and also is within Marin County and right-of-way that is controlled by the State of California Department of Transportation. The City will select a firm with a range of strengths and experience capable of addressing the varied services required for successful completion of this project.

Cost for preparation of proposals will be the sole responsibility of the consultant and will not be paid for by the City. The method of selection will be in accordance with City policy using qualifications-based ranking.

## **PROJECT DESCRIPTION AND OBJECTIVES**

The project involves the evaluation of traffic conditions at the subject intersection to identify current deficiencies and incorporate, if feasible, future conditions that are contemplated through growth and/or changes in State Highway 101 that may include ramp metering. Alternatives will need to be developed and considered by an advisory team of agency stakeholders and possible public advocates.

The site is the intersection of Bridgeway/Bridge Ave./Gate 6 Road/Highway 101/Sausalito Mill Valley multi-use path. The approaches to the site may also be considered as part of the project site.

The main project objective is to make improvements that provide bicyclists and pedestrians indication that they have the right-of-way to make left turning movements from Gate 6 Road southbound to class 2 bike path southbound on Bridgeway. These changes cannot significantly impact operations to motor vehicles that use the intersection. Ideally changes made need to improve operations for all modes of travel through the site. Some of the principal design elements may include:

- Evaluation of current operations for all modes from a turning movement and delay standpoint
- Evaluation of current operations with regard to accessibility and compliance with the Americans with Disabilities Act
- Evaluation of previous efforts regarding facility improvement including but not limited to Ramp Metering Study, long term plans, path feasibility studies and adjacent parcel redevelopment plans.
- Evaluation of opportunities to make improvements to reduce flooding impacts
- Evaluation of feasibility to install water quality best management practices that may correct for discovered deficiencies
- Development of alternatives for addressing discovered problems including but not limited to:
  - Signal modifications (timing, indicators, detectors)
  - Striping changes
  - Revisions to intersection leg connections
  - Changes in sidewalk/path/curb gutter
  - Accessibility and water quality retrofits
  - Wayfinding signage improvements
  - Maintenance considerations.

The specific elements will be developed in greater detail in the conceptual design phase and through meetings with City staff, public meetings with the community and public hearings before the City Council and possibly the City Planning Commission.

## **SCOPE OF SERVICES AND RESPONSIBILITIES**

### **A. BASIC SERVICES**

Basic Services consist of assisting the City in formulating and executing a design and accompanying environmental clearance and construction documents to achieve the successful construction Gate 6 Road Intersection Improvements.

Wherever the term "City" appears herein, it shall mean the permanent staff of the City of Sausalito or its designated representative. Although the City anticipates successful completion of all phases of work, it reserves the right to terminate the work at any time. The consultant team's work product from each of the phases set forth below shall be considered the property of the City to do with as it wishes.

Final construction documents shall be submitted to the City in electronic digital format (PDF and AutoCAD) and in printed reproducible sets, inked on 24" x 36" 4-mil polyester film or other approved permanent materials. Drawings shall be prepared in AutoCAD, 2010 (Map or Civil 3D), which shall be delivered to the City along with any customized fonts or shape files. Specifications shall be prepared in Microsoft Word backward compatible to Office 1997. Consultant shall furnish to the City the design drawings, project specifications and environmental reports on either Digital Video Disc, Compact Disk, or flash drive.

Basic services described herein are the minimum necessary to meet the City's objectives. The consultant is expected to expand on this scope in the proposal if necessary, incorporating their expertise and proposed method of approach.

The following is a suggested approach. Consulting Team can restructure the approach to assure work is accomplished in the available budget.

#### **PHASE I. PRELIMINARY INVESTIGATION**

The Consultant Team shall:

- Meet with City staff and an Advisory Committee to review its understanding of project requirements.
- Assemble and review existing plans, surveys, utilities connections and other information available for the project site.
- Visit the site to investigate existing conditions to identify opportunities, constraints and verify the presence of existing utilities and points of connection.
- Meet with City staff to obtain additional information and input from various City departments.
- Contact and coordinate with public and private utilities and the Public Works Department.
- Perform topographic survey work, as required to produce complete and accurate base sheets for construction document purposes. Including Right-of-Way limits.
- Perform utility location and depth verification, as required; City will locate City-owned storm drain and sanitary sewer facilities upon request.
- Perform soils testing, as required to ascertain the soil's address possible hazardous materials presences and remediation.
- Prepare a project schedule and update at each submittal.

## PHASE II. CONCEPTUAL DESIGN

The Consultant Team shall:

- Prepare up to three (3) alternative conceptual plans for intersection improvements along with preliminary cost estimates for each design concept. Plans shall be prepared to City standards on 24" x 36" sheets and shall be accompanied by reduced-scale color copies of 8-1/2" x 11" size suitable for inclusion in reports to commissions, committees, the City Council, and Caltrans Local Assistance Staff. Plans shall also be submitted electronically in PDF format.
- Review plans and estimates with City staff and incorporate requested revisions.
- Prepare and if requested, present plans and estimates at up to two (2) public meetings and one Planning Commission meeting. Incorporate requested revisions.
- Prepare and if requested, present the plans and estimate at one City Council meeting.

## PHASE III. SCHEMATIC DESIGN

Based on the approved conceptual plans, the Consultant Team shall:

- Prepare and submit for City's review and approval 35% complete design documents (three (3) copies) based upon the City's program and project budget. The 35% submittal shall consist of plans, outline specifications based on most current Caltrans standards, a general narrative description of basic materials and project elements, and any other documents to illustrate the scale and relationship of project components.
- Prepare all plans to most current Caltrans standards. Plans shall be on 24" x 36" sheets accompanied by reduced-scale copies at 8-1/2" x 11' size suitable for inclusion in reports. Plans shall also be submitted electronically in PDF format.
- Prepare all specifications to most current Caltrans standards.
- Prepare and submit a statement of estimated construction cost based on the 35% submittal and available data, including design and construction contingencies. The submitted design shall be within the project budget based on current construction prices.
- Prepare and submit an updated project schedule and update at each submittal.
- Address outside agency requirements, including permitting requirements of PG&E and prepare necessary documents for obtaining any required permits.
- Meet with City staff to review for incorporation into the project landscape buffers, CEQA/NEPA required mitigations, and other environmental concerns.
- Meet with City staff and the Advisory Committee to review all major proposed materials, surfaces, design elements and treatments.
- Review plans as necessary to reflect City, commission and public input.
- Ensure that the concept plan elements can be constructed within the construction budget based on current construction prices.

## PHASE IV. DESIGN DEVELOPMENT

Based on the approved schematic design and plans, the Consultant Team shall:

- Proceed with design development by refining and further defining the style, type, color and finish amenities, surface materials, pavement types and finishes, layout and alignment, site preparation and grading, drainage, landscaping, irrigation, equipment details, lighting, utilities, Title 24 and Americans with Disabilities Act (ADA) requirements, public safety, security concerns, noise concerns, CEQA/NEPA mitigation requirements and other elements of the design.
- Provide City with documentation as required for permit applications and agreements for the project. City will assist as needed to obtain all necessary permits.
- Prepare and submit (three (3) copies) of the 65% complete plans, specifications and supporting information, including, but not limited to:
  1. Plans.
  2. Draft special provisions and technical specifications
  3. Schedule of quantities.
  4. Engineering calculations for engineered structures.
  5. Details.
  6. Catalog cuts.
  7. Product literature.
  8. Written narrative describing all components, materials, finishes, colors, landscaping, custom features, if any and related elements.
  9. PDF files of plans and specifications
- Submit a base project consistent with the conceptual plan and objectives, as refined within the project budget and a list of proposed bid alternatives to be added to the project should bid prices be favorable.
- Prepare updated cost estimate and project schedule. If the cost estimate prepared at this point exceeds the preliminary construction budget approved at the end of the Schematic Design Phase, the consultant shall explain the increase, submit a list of proposed modifications and delete alternatives to bring the cost within budget, and work with City staff to reduce the scope of improvements necessary to bring the estimate within budget. However, it is expected that the consultant has been tracking cost up to this phase of design effort and will not have to rely on substantial deletions to stay within budget.
- Meet with City staff and the Citizens Advisory Committee to review City comments and revise plans as appropriate to incorporate City and agency comments.
- Prior to public meetings, prepare high-quality presentation drawings of layout and major elements and features which are suitable for use at Commission and Council meetings. Presentation drawings shall be in color, show samples of materials to be used, be in an easy-to-see and clear format, and be mounted on rigid board. They shall include a materials board and details of all major elements.
- Prepare and if requested present the revised plan and estimate as well as bid alternatives at a public meeting for community input.
- Revise plans as necessary to reflect City, commission and public input.
- Ensure that the concept plan elements can be constructed within the construction budget based on current construction prices.

## PHASE V. CONSTRUCTION DOCUMENTS

- This phase requires two submittals consisting of 95% complete plans and specifications estimate (PS&E) and final 100% complete PS&E which shall be used for construction bidding. Each of the submittals shall include three copies of each document and an electronic submittal in PDF format. The 100 percent set shall include two wet-signed copies each of the construction plans and specifications, signed original reproducible sheets (ink on polyester based film) of the construction plans, a high-quality original set of specifications suitable for copy machine reproduction and a diskette copy of the specifications in Microsoft Word.
- Consultant shall thoroughly review the PS&E to ensure consistency, completeness and that all section and references in the drawings, specifications and estimate are full coordinated.

The consultant shall:

- Prepare and submit 95 percent complete construction PS&E. This submittal is to include biddable, completely detailed and comprehensively specific information sufficient for construction and for the achievement of a high-quality project. The bid package shall include bid alternatives which may be added to or deleted from the project depending upon bid prices.
- Submit an updated prebid estimate of construction cost that is within the project's construction budget. If the estimate exceeds the budget, the landscape architect shall modify the proposed improvements as necessary to bring the cost within budget and/or revise the construction documents to allow for bidding desired improvements as bid alternatives.
- Submit an estimate of the number of working days required for construction.
- Meet with City staff and the Citizens Advisory Committee to review City comments, then revise construction documents as appropriate to incorporate City comments.
- Submit 100% complete bid documents which incorporate final revisions to the plans and specifications as directed by City staff. The construction documents must be signed by a person licensed to practice landscape architect in the State of California who will assume responsibility for the design. Likewise, any engineering sections of the plans and specifications must be signed as required by a person licensed to practice engineering in the State of California who will assume responsibility for the design.

### **Required Environmental Technical Studies and Analyses:**

- Equipment Staging Technical Memorandum
- Traffic: Traffic Study and Technical Memorandum.
- Air Quality: Verify project (via communication with Metropolitan Transportation Commission) which confirms MTC Task Force PM 2.5 Findings.
- Hazardous Materials/Hazardous Waste: Paint/Thermoplastic Removal Technical Memorandum.
- Water Quality/Resources: Technical Memorandum discussing incorporating Best Management Practices to prevent non-storm water discharges to storm drainage during construction.
- Floodplain: Location Hydraulic Study, Summary Floodplain Encroachment Report.
- Section 4f Study – Considering relationship to S.F. Bay Trail with Concurrence Letter
- Construction/Encroachment on State Lands: Right of Way Tech memo describing Project Right-of-Way needs.
- Cultural Resources: Technical Memo that evaluates likelihood of encountering cultural resources and considers action to mitigate and/or address encountering such resources

## Other important information

This project is Federally funded and therefore is subject to the following:

**Disadvantaged Business Enterprise (DBE) Participation Goals of 8.6% with a UDBE participation of 6.1%.**

Completion of Nonlobbying for Federal Aid Contracts Certification  
Completion of Debarment and Suspension Certification

The statement of qualification needs to identify milestones, deliverables, due dates for milestones. The objective is to achieve project design and substantial completion by July 1, 2013.

Form of Proposal: Cover Letter, Statement of Qualifications, estimate of time and cost to perform services, information about the team including management and coordination details and resumes if there is no previous relationship with Sausalito in the last 5 years with the proposed staff.

Three copies of hard copy statement of qualifications may be sent to the City of Sausalito at the mailing address, above. Electronic versions may be sent to [teachout@ci.sausalito.ca.us](mailto:teachout@ci.sausalito.ca.us). Statement of Qualifications shall include DBE forms, and certifications included in this request.

A pre-submittal meeting will be held on January 3 at 10:00AM to discuss the project. Statement of Qualification of Qualifications shall be submitted by January 18, 2012.

The City Council reserves the right to waive the right to reject any and all statements of qualifications submitted, and to waive any irregularity in any statement received.

## **SUBMISSION OF STATEMENT OF QUALIFICATIONS**

Proposals shall be submitted in sealed envelopes which shall be plainly marked:

**Professional Services for Gate 6 Road Intersection Improvements**

The envelopes shall also bear the names and business addresses of the proposers.

Proposals will be accepted at the Department of Public Works counter, City Hall, 420 Litho Street, middle (Second) Floor, Sausalito, California; or if mailed, the proposal packages shall be addressed to: City of Sausalito, Public Works Department, 420 Litho Street, Sausalito CA 94965, Attention: Todd Teachout.

**The deadline for submitting the proposals is 4:30 pm January 18, 2013.** Any proposals received after this time will be returned unopened.

Each prospective teams are encouraged to visit the project site prior to developing a proposal. Any questions regarding the project or arrangements for site visits may be directed to Todd Teachout, City Engineer at (415)289.4111 or [teachout@ci.sausalito.ca.us](mailto:teachout@ci.sausalito.ca.us).

The City of Sausalito reserves the right to reject any or all proposals and to wave any and all irregularities to choose the firm which, in its opinion, best serves its interests. The City will not be liable for any costs incurred by the proposers incidental to the preparation and presentation of qualifications either in the proposal or in oral interviews.

## **PROPOSAL FORMAT**

The proposal is to consist of two parts submitted as a single package.

Part One shall describe the consultant's proposed project team; its understanding of the project, approach to accomplishing the design and related services, past experience, and any past litigations brought against the firm. This part of the proposal shall be limited to twenty (20) pages, single sided, excluding table of contents,

cover letter, and biographies of the project team, insurance certificates, and any promotional brochures. Three (3) copies of Part One shall be submitted.

Part Two shall be a fee schedule, which will not be part of the selection criteria. Two copies of Part Two shall be submitted.

A. Part One

In Part One, the proposal should address, as a minimum, the following:

- a. Full name, address, telephone, and FAX number of the respondent company. Include affiliations with holding companies and/or parent companies.
- b. Explain the firm's current organizational structure, general background and qualifications and describe any special knowledge or capabilities material to the project that exists within the firm.
- c. Name and title of lead contact person.
- d. Outline the proposed approach to the scope of services, including organizing and scheduling of tasks to be performed; capacity to keep the project on schedule and within budget; approaches to working with City staff, citizen groups and policy-making bodies and agencies; and other relevant factors necessary for a successful project.
- e. Identify the principal staff who will be assigned to this project. Give a description of their responsibilities and the percentage of each staff member's time that can be expected to be spent on this project. Identify support staff and any other special equipment, etc., available for this project.
- f. Provide a work history of the key personnel, including descriptions of projects worked upon, dates, costs of the projects and duties performed by the individual on the projects (maximum two pages).
- g. Discuss the specific recent experience of the firm in providing engineering and environmental planning services for similar project. List locations; descriptions; size; construction costs – inclusive of both bid/contract prices and final construction costs; and names, addresses and telephone numbers of owner/client references, including project managers, facilities managers and others.
- h. Describe the ability of the firm to perform services within the project time frame, including the ability to coordinate work of subconsultants and responsiveness to City's requests and scheduling needs of the construction contractor.
- i. Include a declaration of non-affiliation, under penalty of perjury, certifying that the Consultant is not affiliated with, nor has any financial interest in, any manufacturer, distributor, supplier or other company connected with Consultant's recommendation and/or installation of any products or services as required by the City.
- j. Submit the names of subconsultants to be used on the project and describe how each subconsultant will be used. Provide a list of their similar past projects with location and brief description of these projects. Identify principal staff assigned to this project from each subconsultant firm and their responsibilities on this project (including resumes—maximum two pages).
- k. As applicable, submit a list of lawsuits filed within the past two years against the firm, subconsultants or its principals alleging misconduct and/or negligence. Also, as applicable, submit a list of claims within the past two years against the firm and its subconsultants' professional liability insurance policy (errors and omissions), if any. Accompanying each list shall be a declaration by a principal of the firms indicating careful review of such lists and adding

appropriate information concerning the current status or other disposition of the lawsuits or claims. This information may be submitted separately and confidentially if so desired.

- l. Indicate the location of the office(s) where work will be carried out, not including the job site.
- m. Submit evidence of the existence of insurance required as set forth in the attached City approved professional services agreement.

#### B. Part Two

The fee proposal must be contained separately in a sealed envelope within the proposal package, and clearly marked:

### **FEE PROPOSAL**

The elements of the fee proposal shall include the following:

- a. An hourly rate schedule, valid for twelve (12) months following the contract execution date, for each firm personnel who will be working on the project.
- b. A time and material not-to-exceed fee (lump sum) for Basic Services for each phase of the project. Each such fee shall be composed of two components; basic design services and client meeting services. This includes 14 meetings with staff/committees and 7 meetings with the public and City Council/City Commissions. For fee proposal purposes, assume that all meetings will be held in Sausalito and will last an average of two hours each with City staff.
- c. An itemization of the expected level of services to be provided by each subconsultant, including hours of work broken down by phase and corresponding fees.
- d. An estimated fee for customary reimbursable expenses by each of the phases, including reproduction of plans for bidding which would not be considered as professional services.
- e. A suggested allowance for Additional Services with a list of possible services not covered in Basic Services. These additional services will be reviewed on a case-by-case basis by the City. If accepted, written authorization will be issued and the Additional Services will be compensated for on an hourly basis.
- f. An hourly rate schedule valid during the term of the agreement for each additional City staff and public meeting.
- g. Fee proposal for landscape architectural services shall be prepared and submitted on separate sheets of company letterhead paper.

### **SELECTION PROCESS**

A selection committee for the project will evaluate the proposals submitted and rank each firm's proposal according to the selection criteria listed herein. Based upon this evaluation, the City may choose to invite two or more firms for an oral interview to clarify their proposals, approaches, experience and qualifications to handle this project. At the conclusion of such interviews (or if a best-qualified firm is selected without the need for interviews), the City will enter into contract negotiations with the top-ranked firm. In the event that negotiations with the top-ranked firm are unsuccessful, the City will terminate these negotiations and undertake new negotiations with the second-ranked firm. If the new negotiations fail, the process will be repeated until a contract is negotiated successfully. City staff will make recommendations to the City Council, which reserves the right to reject any or all proposals. The selection process will be completed when a contract is executed.

The City reserves the right to accept or reject any or all proposals. After a consultant is selected by the City, the contents of the submitted proposal will become a contractual obligation. Failure of the consultant to agree to include the proposal as part of the contractual agreement may result in cancellation of the award. The City

reserves the right to negotiate a modification to or accept any part of the proposal and will not be obligated in any way to accept those parts that do not meet with the approval of the City. Other terms and conditions of the contract will be negotiated at the time of consultant selection and will be subject to approval by the City Attorney.

## **SELECTION CRITERIA**

Some of the main criteria for selection of a landscape architectural firm for this project are listed below, not necessarily in order of importance.

1. Range of experience in performing similar work, including project that span multiple jurisdictions.
2. Demonstrated success on previous projects, especially projects of similar scope, including quality of work, completeness of plans and specifications, success in meeting project deadlines and budgets, and in controlling cost, change orders, claims and the likes.
3. Understanding of the project assignment and proposed work program for carrying out the assignment.
4. Qualifications of key staff persons who will carry out the project.
5. Experience in handling public agency clients, including the ability to meet City goals and responsively implement City directions within the framework of the City design and construction process.
6. Ability to meet City's preliminary schedule for completing the project, including commitment to expedite approvals and revisions and otherwise respond to City requests.
7. Degree of support necessary from City staff over and above City project coordination.
8. Scope of services available from the proposing firm.
9. Experience and quality of subconsultants.
10. Special knowledge of project material and its execution.
11. Location and organization of the firm.
12. Ability to meet the City's insurance requirements.
13. Reference recommendations.

## **WARRANTY**

The consultant shall warranty the adequacy, fitness, completeness, suitability, and correctness of its work. The approval of the work by the City shall in no manner whatsoever relieve the consultant of the adequacy, fitness, completeness, suitability, and correctness of its work.

## **EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION**

The Agency has established a DBE goal for this Agreement of **8.6%**

### **1. TERMS AS USED IN THIS DOCUMENT**

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

### **2. AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.



## INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE COMMITMENT

### Consultant Section

*The Consultant shall:*

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc)..
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", a Good Faith Effort (GFE) is required.
11. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

### Local Agency Section:

*The Local Agency representative shall:*

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

**EXHIBIT 10-O2: LOCAL AGENCY CONSULTANT DBE INFORMATION**

(Inclusive of all DBEs listed at bid proposal)

NOTE: Please refer to instructions on the reverse side of this form.

<b>Consultant to Complete this Section</b>			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Subcontractors: \$ _____			
8. Total Number of <u>all</u> Subcontractors: _____			
<b>Award DBE Information</b>			
9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
<b>Local Agency to Complete this Section</b>		13. Total Dollars Claimed	12. DBE Dollar Amount
20. Local Agency Contract Number: _____		\$ _____	\$ _____
21. Federal-aid Project Number: _____			
22. Contract Execution Date: _____		14. Total % Claimed	_____ %
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) _____		15. Preparer's Signature _____	
24. Local Agency Representative Signature _____	25. Date _____		
26. Local Agency Representative Title _____	27. (Area Code) Tel. No. _____		
<b>Caltrans to Complete this Section</b>		17. Preparer's Title	16. Preparer's Name (Print)
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			
28. DLAE Name (Print) _____	29. DLAE Signature _____	18. Date _____	19. (Area Code) Tel. No. _____
30. Date _____		17. Preparer's Title _____	

**Distribution:** (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.  
 (2) Copy – Include in award package sent to Caltrans DLAE (3) Original – Local agency files

## INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE INFORMATION

### Consultant Section

*The Consultant shall:*

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subcontractors** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subcontractors** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subcontractors on the Exhibit 10-O1 form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for columns 12 and 13.
14. **Total % Claimed** – Enter the total participation claimed for columns 12 and 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", a Good Faith Effort (GFE) is required.
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

### Local Agency Section:

*The Local Agency representative shall:*

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

### Caltrans Section:

*Caltrans District Local Assistance Engineer (DLAE) shall:*

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

## EXHIBIT 10-P NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

- a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

- a. initial
b. material change

For Material Change Only:

year quarter
date of last report

4. Name and Address of Reporting Entity

- Prime
Subawardee
Tier, if known

Congressional District, if known

6. Federal Department/Agency:

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

7. Federal Program Name/Description:

CFDA Number, if applicable

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ actual planned

12. Form of Payment (check all that apply):

- a. cash
b. in-kind; specify: nature Value

13. Type of Payment (check all that apply)

- a. retainer
b. one-time fee
c. commission
d. contingent fee
e. deferred
f. other, specify

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Print Name:

Title:

Telephone No.: Date:

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4. checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4. to influenced the covered federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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

This **PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2013, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and \_\_\_\_\_ (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, and summarized as:

*[insert summary of scope here]*

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 \_\_\_\_\_. 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 on a time- and materials reimbursable basis, subject to the Rate Schedule in Exhibit B which is attached hereto and incorporated herein by this reference as though set forth in full, and against a budget of \_\_\_\_\_ **DOLLARS** (\$\_\_\_\_\_) which shall include Consultant's reimbursable expenses and markup and shall not be exceeded without the express approval of the City as provided for in Section 5 below. 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.

## **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. 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.

### **1. Subcontractors**

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Contractor.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the Agency.
- D. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

### **2. Disadvantaged Business Enterprise (DBE) Participation**

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has a DBE goal, the Consultant must meet the DBE goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant or

subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the local agency deems appropriate.

- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

## **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.

To the extent required by the California Labor Code, Consultant shall pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. The applicable wage determination are available at the State of California Department of Industrial Relations at <http://www.dir.ca.gov/dlsr/pwd/index.htm> [As of 5/2011].

## **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 this Agreement:

- (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; and
- (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 policies are to contain, or be endorsed to contain, the following provisions:

The City, its officers, elected and appointed officials, employees, contractors and agents are 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.

#### **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.

**Section 16. Non-Discrimination**

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

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

**City of Sausalito**

**Consultant**

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

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

Approved as to Form:

\_\_\_\_\_  
By: Mary Anne Wagner, Esq.

Its: City Attorney

**EXHIBIT A**

**Scope of Services**

**EXHIBIT B**

**Rate Schedule**