



## REQUEST FOR PROPOSALS

# LANDSCAPE DESIGN SERVICES CONSULTANT REHABILITATION OF SAUSALITO BRIDGEWAY MEDIANS

CITY OF SAUSALITO, MARIN COUNTY, CALIFORNIA

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Release Date: August 26, 2013

Closing Date: September 12, 2013

Contact person: Jonathon Goldman, Director of Public Works, City Engineer and ADA Coordinator

### DISCUSSION

The City of Sausalito has issued this Request for Proposals ("RFP") in order to select a qualified consulting landscape design professional (the "Consultant") to lead a team to gather necessary design basis information, prepare conceptual plans and specifications for permitting and construction, and provide construction cost estimates for the REHABILITATION OF SAUSALITO BRIDGEWAY MEDIANS PROJECT (the "Project"). The City contemplates handling the permitting of the Project and expects to find the Project categorically exempt from the application of CEQA inasmuch as it constitutes repair of an existing facility with no expansion in use.

### Project Description

Acquire from City files and interviews with former City employees information regarding the history of planting of the trees and other plant materials along the Bridgeway right-of-way between Napa and the northerly City Limits at Gate 6/Bridge Road. Evaluate existing conditions with respect to soil depths, irrigation and other parameters affecting the long term viability of the sycamore and ash trees located in the medians and planter strip in that geographic area. It has been reported that in some of the medians, the soils depth for the subject trees is limited to 6 to 8 inches of soil on top of the former asphalt road bed and that in other locations the former asphalt road bed was windowed but only in a limited area and that no deeper soil preparation was performed when the subject trees were planted.

In addition to the findings regarding the long-term viability of the subject ash and sycamore trees, the selected consultant will identify alternatives for rehabilitation of the medians and planter strip within the public right-of-way with the objectives of significant improvements in visual appearance, elimination of the need for irrigation following a 2-year plant establishment period, ease of maintenance including the potential for elimination of mowing and weeding from the maintenance requirements for the area, and elimination of root uplift and other forms of damage to installed access improvements for vehicles, pedestrians, and bicycles.

The City maintains the subject medians and planter strip and at the present time expends significant resources repairing the irrigation, removing dead wood and dead trees, mowing and trimming the seasonal grasses and other plant materials present, and weeding. These demands on labor and budget, along with the City's efforts to limit the use of herbicides results in poor weed management and

cumulatively poor appearance of a significant visual resource to residents and visitors in Sausalito. The Blooming Bridgeway organization has successfully partnered with the City in replacing some plant materials along the northerly reaches of the area of interest, and may serve as a model for how the contemplated improvements are implemented going forward.

It is anticipated that the Consultant's scope of services for the Project will include the following phases and tasks:

**Phase I -- Design**

- Review Project goals and requirements
- Gather and evaluate available information including interviews
- Evaluate existing conditions by coordinating with City staff and digging exploratory holes, observing irrigation operations, and assessing tree health, vigor, age, and other arboreal metrics
- Report on the long-term viability of the existing sycamore and ash stock, recommend treatment where warranted, provide cost estimates for said treatment, and recommend removal where warranted along with cost estimates for said removals
- Prepare conceptual plans, elevations, visualizations and specifications for alternatives to the existing plant, tree (in the event that the sycamores and ashes should be removed), and irrigation elements in the medians and planter strip
- Prepare order of magnitude cost estimates for construction of the alternatives
- Compare the alternatives on the basis of construction cost, operation and maintenance costs (including irrigation and maintenance), and visual appearance criteria
- Provide a proposed schedule and budget for preparation of construction plans, specifications and cost estimates for one or more of the alternatives evaluated
- Design team coordination meetings (2)
- Client meetings (2)
- Project Management and coordination

The City will take the products of Phase I and, with Staff concurrence seek City Council approval to authorize preparation of construction plans, specifications and cost estimates for one or more of the alternatives evaluated.

**FORM OF AGREEMENT**

The City requires the form of agreement for the desired professional services included in Attachment "A" to this RFP. Proposed modifications to the attached must be submitted as part of Consultant's proposal in response to this RFP. Proposed modifications will be considered in evaluating the proposer's responsiveness to the RFP.

### **SUBMITTAL IN RESPONSE TO THE RFP**

Please submit a proposal, including a statement of qualifications, fee schedule, budget estimate (including proposed reimbursable expenses), and schedule for the various elements of the Project listed above with the starting point being Consultant's receipt of Notice to Proceed. The schedule of work must be included in the proposal in order to accomplish the plan deadlines. All tasks and sub-tasks must meet their individual deadlines and overall project deadline.

### **COVER LETTER**

A cover letter must be provided transmitting the proposal for consideration. The cover letter must be signed by the person or persons authorized to negotiate a contract for proposed services with the City of Sausalito. The cover letter must confirm the consultant's willingness to enter into an agreement under the form attached, or indicate the proposed modifications.

### **STATEMENT OF QUALIFICATIONS**

Identify the principal in charge and proposed project manager for the consultant or prime consultant, as well as the principal in charge of each sub-consultant proposed as part of the team. Please list the prime consultant's experience acquiring municipal and regulatory agency approvals on similar projects in the last five years, or detail similar experience with other agencies. Please list the construction cost of each such project, the area of the structure, and the calendar time from concept to project completion as well as the staff time (level of effort) for each similar milestone on the project. Please identify an owner's representative and alternate contact for each project and telephone and email addresses for each.

### **COMPENSATION**

In addition to a fee schedule, please propose the basis for compensation proposed for each project Phase or Task as listed above. The City prefers to compensate on a Lump Sum basis, but will consider other alternatives.

### **FORMAT AND CONTACT FOR QUESTIONS**

Proposals are requested electronically in parts of 3 MB or less no later than 5:00 p.m. on Thursday, September 12, 2013. Please send to [jgoldman@ci.sausalito.ca.us](mailto:jgoldman@ci.sausalito.ca.us) and request a delivery receipt. If paper submittals are necessary, please provide three (3) copies of the proposal no later than 5:00 p.m. on Thursday, September 12, 2013. Proposals should be placed in an envelope marked: "**BRIDGEWAY MEDIANS DESIGN PROPOSAL**" and addressed to:

Jonathon Goldman  
Director of Public Works, City Engineer and ADA Coordinator  
City of Sausalito  
420 Litho St  
Sausalito CA 94965-1933

## **NOTICE**

All proposals, whether selected or rejected, become the property of the City of Sausalito upon receipt. The cost of proposal preparation shall be borne by the proposer and shall not be reimbursed by the City of Sausalito. Proposals must be signed by a person authorized to bind or obligate the prime consultant in order to receive consideration.

## **SELECTION PROCESS AND AWARD CRITERIA**

The City of Sausalito will evaluate all proposals submitted on the basis of the criteria established in Section 3.30.510 of the Sausalito Municipal Code, specifically, "proposals will be evaluated based on a combination of factors that result in the best value to the City, including, but not limited to:

1. Understanding of the work required by the City
2. Quality and responsiveness of the proposal
3. Demonstrated competence and professional qualifications necessary for satisfactory performance of the work required by the City
4. Recent relevant experience in successfully performing similar services to similar clients
5. Proposed methodology for completing the work
6. References
7. Background and related experience of the specific individuals to be assigned to the project
8. Proposed compensation, rates and basis of the proposed compensation (e.g. lump sum, time and expenses, reimbursable against a budget, or time and expenses not to exceed, cost plus fixed fee, etc.)
9. Proposed level of effort and schedule
10. Commitment regarding the continuity and level of involvement of key personnel."

The City reserves the rights to (A) select no consultant and either re-solicit, self-perform or defer the project, (B) award work on project element basis and not as a single award encompassing the entire project (e.g., award only the Design element).

The City of Sausalito reserves the right to award a contract to the firm that presents the proposal which, in the sole judgment of the City, will best serve the community's interest.

The City of Sausalito reserves the right to reject any and all proposals, to waive minor irregularities in proposals, or to negotiate any modifications to the scope, schedule or budget with the successful firm.

## 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.

### **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 determinations are available at the State of California Department of Industrial Relations at <http://www.dir.ca.gov/dlsr/pwd/index.htm>.

**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) Commercial 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.

**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**