

**CITY OF SAUSALITO**

**REQUEST FOR PROPOSALS**

**PREPARATION OF PLANS, SPECIFICATIONS AND COST ESTIMATES  
AND OTHER STREETS MANAGEMENT ELEMENTS  
FOR**

**CITY OF SAUSALITO 2016-2019 STREET  
REHABILITATION, ACCESSIBILITY, TRAFFIC SIGNAL,  
SAFE ROUTES TO SCHOOL AND RELATED PROJECTS  
(Proposals due: November 8, 2016)**

**October 24, 2016**

CITY OF SAUSALITO  
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 STREETS MANAGEMENT ELEMENTS  
 FOR CITY OF SAUSALITO 2016-2019 STREET REHABILITATION, ACCESSIBILITY, TRAFFIC  
 SIGNAL, SAFE ROUTES TO SCHOOL AND RELATED PROJECTS

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## **I. INTRODUCTION**

With this Request for Proposals ("RFP"), the City of Sausalito ("City") seeks proposals from experienced and qualified design firm(s) or team(s) of firms to prepare project development documents and assist in permitting and acquisition of project approvals; prepare plans, specifications and cost estimates ("PS&E"); and perform additional streets management tasks for the City of Sausalito 2016-2019 street rehabilitation and related projects.

On the basis of the proposals received, the City will select firm(s) or team(s) with a range of strengths and experience capable of addressing the varied services required for successful completion of the work.

The City's principal contact for this Project is Andrew Davidson, Senior Civil Engineer at [adavidson@ci.sausalito.ca.us](mailto:adavidson@ci.sausalito.ca.us) or (415) 289-4180.

## **II. PROJECT DESCRIPTION AND OBJECTIVES**

### **A. Pavement Condition Database Maintenance and User Interface Improvement**

The City desires to retain one or more qualified and experienced consultants or teams to make corrections to and interface with the current P-TAP-derived pavement condition database for the City. The City maintains both a current StreetSaver® license and ESRI® ArcGIS® and related licenses. The City's long-term goal is to provide publically-accessible GIS-based information regarding the pavement maintenance history and projected rehabilitation details for each road segment within the City's jurisdiction and responsibility.

### **B. Street Rehabilitation, Accessibility, Traffic Signal, Safe Routes to School and Related Projects**

The City desires to retain one or more qualified and experienced consultants or teams to prepare project initiation documents, project reports, environmental analysis (as needed), public utilities coordination, assist in acquiring permits and other approvals, prepare PS&E for approved projects and further assist the City in project delivery (including assistance during bidding and construction). The City prefers to retain construction management and inspection services from consultants not responsible for the design of a given project, but may elect to have the design consultant perform those services at the discretion of the City Engineer.

## **III. SUBCONSULTANTS**

The City is interested in the qualifications of all subconsultants that the firm proposes to utilize in performing the desired work. The City is committed to having one or two excellent design teams that will cost-effectively produce high-quality work including

comprehensive, completely detailed, coordinated and constructible plans and specifications within a challenging schedule.

#### **IV. ENVIRONMENTAL REVIEW**

The City will rely on the selected firm(s) and team(s) for environmental review for the Projects in accordance with the California Environmental Quality Act (CEQA) with the City as the lead agency. Mitigation measures necessary shall be reflected in the construction documents.

#### **V. SCOPE OF SERVICES AND RESPONSIBILITIES**

##### **A. BASIC SERVICES**

###### **Prioritization Assistance and Project Bundling**

The Basic Services consist of updating the StreetSaver database, preparing scenario runs for prioritization purposes, reviewing the City's adopted budget and then preparing the necessary project initiation documents, project reports, environmental analysis (as needed), public utilities coordination, assist in acquiring permits and other approvals, prepare PS&E for approved projects and further assist the City in project delivery (including assistance during bidding and construction) over a multi-year program. These services include CEQA compliance, other permitting (including Bay Conservation and Development Commission and potentially other aquatic resource agencies), preparation of bid documents (including appropriately-scaled and dimensioned plans, sections and elevation details, along with relevant schedules for surface treatments and other items; specifications; an Engineer's Estimate of Probable Construction Costs (including appropriate contingencies and appropriate estimates of environmental mitigation, construction management and inspection costs); services during bidding; and services during construction of project(s). The overall streets program budget and schedule to be prepared and maintained by consultant shall not be limited to consultant's scope, schedule and budget.

During the course of the firm and team's work, a webpage shall be maintained by consultant providing team members a place to share information and coordinate changes to the work, as well as providing members of the public with access to the current status of the project(s) with respect to overall scope, schedule and budget.

Once permitted, final construction plans shall be submitted to the City in electronic digital format (PDF and Autodesk® AutoCAD® Civil 3D® 2014 or equivalent) and on one (1) set of full-sized reproducible plans, inked on 24" x 36" or other approved permanent materials. Drawings shall be prepared in Autodesk® AutoCAD® Civil 3D® 2014 or equivalent, along with any customized fonts or shape files. Specifications shall be prepared using Microsoft® Word® 2000 or equivalent and shall include all sections relevant to projects including Division 0. Specifications shall also be provided in PDF, Word® (or equivalent) and one (1) reproducible paper set, single-sided on 8-1/2" x 11"

bond paper. The City will provide example specifications for recent projects as a starting point for consultant's work.

Consultant's management of its personnel and its team, including schedule and budget, as well as quality control/quality assurance and constructability are basic services under this procurement.

The 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.

## **PHASE I. PRELIMINARY INVESTIGATION**

### **A. Pavement Management System**

The firm and team shall:

- Meet with City staff to review project requirements.
- Update road segments in the database to correct errors and reflect changes documented since the last Pavement Condition Index assessment.
- Prepare a preliminary update to the proposed program for street rehabilitation most recently produced.

### **B. Project Development for Priority Projects**

- Assemble and review existing plans, surveys, and other information regarding the City's road segments including sidewalks, trees in the right-of-way, curb cuts, other public utilities, the City's Self-Evaluation and Transition Plan, etc..
- Visit the site to investigate existing conditions to identify opportunities, constraints and verify the presence of existing utilities and points of connection.
- Seek consensus from City Council, the community and City Staff on the iterative selection of priority street rehabilitation projects.
- Coordinate with public and private utility owners in the project area(s) to reduce or eliminate the potential that pavement rehabilitation and other improvements will be damaged by utility construction within the five (5) year period following project completion.
- Perform pavement deflection and geotechnical testing as necessary to prepare project plans.
- Perform additional topographic survey work as necessary to produce complete and accurate base sheets for construction document purposes for those projects identified as priorities.
- Perform utility location and depth verification, as warranted; City will locate City-owned utilities upon request.
- Perform value-engineering, constructability and further refinements to project plans to enhance project delivery performance in scope, schedule and budget.

**PHASE II. PRELIMINARY (30%) PLANS, SPECIFICATIONS, COST ESTIMATE, CEQA DOCUMENTS AND PERMIT APPLICATIONS**

**A. Priority Projects**

The firm and team shall:

- Prepare preliminary (30%) plans for the project(s) along with a preliminary cost estimate, CEQA documents and permit applications. Plans shall be prepared to City standards in color on 24" x 36" sheets, AutoCAD® or equivalent and in PDF format using basemaps of sufficient accuracy for the work. Should topographic or other information be necessary, consultant shall provide all necessary information. Other documents shall be submitted in Word® (or equivalent) and PDF formats. Plans shall conform to standard:
  - Layering guidelines
  - File naming conventions
  - Folder organization (and access permissions if applicable)
  - Symbology libraries
  - Drawing templates
  - Annotation
- Review deliverables with City staff and incorporate requested revisions. City shall review within two (2) working weeks of receipt of a complete set of preliminary deliverables.

**PHASE III. DETAILED (60%) PLANS, SPECIFICATIONS, COST ESTIMATE, CEQA DOCUMENTS AND PERMIT APPLICATIONS**

**A. Priority Projects**

Based on the approved preliminary plans, the firm and team shall:

- Prepare refined and further defined plans, specifications and estimate reflecting 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 mitigation requirements and other elements of the design.
- Provide City with complete application packages for all required permits for the Projects. City will assist as needed to obtain all necessary permits.
- Prepare and submit the 60% complete plans, specifications and supporting information, including, but not limited to:
  - Plans.
  - Cost Estimate
  - Draft special provisions and technical specifications
  - Schedule of quantities.
  - Engineering calculations for engineering structures.
  - Details.
  - Catalog cuts.
  - Product literature.

- PDF files of plans and specifications
- Submit base project(s) consistent with the conceptual plans and objectives, and a list of proposed bid alternatives to be added to or eliminated from the project(s) dependent on anticipated or actual construction costs.
- Update project delivery cost estimate and schedule.
- Prior to public meetings, prepare high-quality presentation drawings of layout and major elements and features which are suitable for use.
- The City expects to retain an independent Construction Manager and an independent California-Certified Access Specialist to perform constructability and accessibility reviews of consultant's plans and specifications at this stage of delivery. On the basis of those independent reviews, as directed by City, consultant shall revise plans as necessary to reflect regulatory, public and other input on the project(s) at the conclusion of this phase of delivery.
- Ensure that the concept plan elements can be constructed within the construction budget based on current construction prices.
- Review deliverables with City staff and incorporate requested revisions. City shall review within two (2) working weeks of receipt of a complete set of preliminary deliverables.

#### **PHASE IV. FINAL CONSTRUCTION DOCUMENTS**

##### **A. Priority Projects**

This phase requires two submittals consisting of 90% complete plans and specifications and final 100% complete plans and specifications. Each of the submittals shall include three copies of each document and an electronic submittal in PDF format. The 100% set shall include two wet-signed copies each of the construction plans and specifications, signed original reproducible sheets (ink on 4 mil mylar) of the construction plans, as well as a final AutoCAD® or equivalent and PDF format set. Other documents shall be submitted in Word® (or equivalent) and PDF formats.

Consultant shall thoroughly review the plans, estimate and specifications to ensure consistency, completeness and that all section and references in the drawings, estimates and specifications are fully coordinated.

The consultant shall:

- Prepare and submit 90% complete construction drawings and specifications. This submittal is to include biddable, completely detailed and comprehensively specific information sufficient for construction and for the achievement of a high-quality project(s) as well as the designer's estimate of the number of working days required for construction. The bid package shall include bid alternatives which may be added to or deleted from the project(s) depending upon bid prices and available budget.
- Update project(s) delivery budget(s) and schedule(s).

- Meet with City staff to review City comments, then revise construction documents as necessary prior to the City's issuance of Notice Inviting Bids for Construction.
- Prepare and submit 100% bid documents wet-sealed by the California-registered design professional(s) in responsible charge of the design.

If the City and selected Consultant concur, one or more submittals may be eliminated.

#### **PHASE V. BIDDING**

##### **A. Priority Projects**

- Assist the City and the City's Construction Manager as required in responding to bidder's inquiries and request for clarifications prior to bid opening, reviewing bids and advising City Staff regarding award of the construction contract.

#### **PHASE VI. CONSTRUCTION**

##### **A. Priority Projects**

- Consultant shall prepare Conformed Sets of Plans and Specifications after Notice of Award is issued by the City to the construction contractor for each project.
- Consultant shall review and approve shop drawings and submittals in a timely manner as coordinated by the City's Construction Manager.
- Visit the project site(s) as frequently as necessary to review progress and quality of the work and determine its compliance with construction documents and design intent.
- Respond to requests for design clarifications or other modifications to the plans or specifications as needed.
- Assist the City in evaluating contract change proposals.
- Assist the City in preparation of the punch list once Substantial Completion has been achieved.
- Assist the City in verifying satisfaction of the punch list and achievement of Final Completion.
- Produce as-built plans in coordination with the contractor(s).
- City or City's construction contractor shall supply information regarding changes made to the Project during construction which are to be shown on the as-built plans. Consultant shall utilize the conformed set of plans and specifications to develop the wet-sealed as-built drawing and specification set.

##### **B. ADDITIONAL SERVICES**

The following services may be necessary during the course of design, bidding or construction and are listed here in order to solicit qualifications and advice from prospective consultants to aid the City in selecting its team(s) for delivery of the work.

- Provide financial feasibility studies, or other studies not covered under Basic Services.
- Provide models, videos or other presentations beyond those required under Basic Services.
- Provide graphics and/or copy for interpretive signage.
- Attend additional meetings with outside agencies, the public or City staff beyond those performed under Basic Services.
- Revise plans, schedules, specifications or other documents for bidding and constructing the project due to the enactment or revisions of codes, laws or other regulations adopted subsequent to the preparation of each document or when such revisions are inconsistent with written approvals or written instructions previously given by City.
- Provide assistance in grant application submittals.

**C. REIMBURSABLE EXPENSES**

Consultant(s) shall be compensated for services provided to the City under the terms and conditions to be negotiated between the parties following selection. The City's Standard Form of Professional/Consulting Services Agreement is provided as an attachment to this RFP -- any consultant or team submitting a proposal in response is expected to identify in its proposal any issues with said agreement as a condition of selection.

**VI. CITY RESPONSIVITIES**

The City shall:

- Designate a Project Manager and Construction Manager for each project.
- Provide available information regarding utilities, site features and existing construction from City records.
- Administer contracts with and verifying bonds, licenses and insurance for Construction Contractors
- Reviewing applications for and payments to construction contractor including handling of retention.
- Expedite reviews of submittals to avoid delays.
- Prepare and execute the contract with the construction contractor selected pursuant to the bid process.
- Prepare and issue change orders.
- Act as the lead agency for environmental documents in connection with the project(s).
- Furnish samples of proposal forms, general provisions and special provisions for use in developing the project specifications and construction documents.
- Prepare staff reports to City Council (and Planning Commission) as needed.

Consultants may assume that all work is within the City of Sausalito's right of way. Any work on or access to private property will be completed through a standard right of entry process and may require temporary construction easements.

**VII. AVAILABLE BACKGROUND MATERIAL**

The following background material are available to assist in delivery of the work:

- 2014 Aerial photos.
- Marin Cities and County Standard Plans.
- City of Sausalito General Conditions.
- County of Marin Assessor's Parcel Maps and other recorded maps
- Maps of City-owned utilities (sewer, storm drain, traffic signals, streetlights)
- City of Sausalito P-Tap 15(2014) report.

The City does not warrant the accuracy of the information contained in the material it provides.

**VIII. PRELIMINARY SCHEDULE**

<u>Milestone</u>	<u>Date (subject to revision)</u>
Proposals Due to the City	November 8, 2016
Interviews (if held)	November 2016
Negotiate with top ranked firm(s)	November 2016
City Council Award Contract(s)	November, December, 2016
Initiate Phase I	December 2016
Initiate Phase II	January 2017
Initiate Phase III	March 2017
Phase IV	April 2017
Phase V	April - May 2017
Phase VI Open Bids for construction	May 2017
Award Construction Contract	May 2017

**IX. PROJECT BUDGET**

Annual budget for design, construction and construction services is anticipated to be approximately \$755,000 per year during the term of this contract.

**X. PROPOSAL SUBMITTAL**

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

- CITY OF SAUSALITO 2016-2019 STREET REHABILITATION, ACCESSIBILITY, TRAFFIC SIGNAL, SAFE ROUTES TO SCHOOL AND RELATED PROJECTS

Proposals shall be hand-delivered to the Department of Public Works, City Hall, 420 Litho Street, Sausalito, California; or if mailed, the proposal packages shall be addressed to: City of Sausalito, Department of Public Works, 420 Litho Street, Sausalito CA 94965-1933, Attention: Andrew Davidson. For overnight delivery purposes, the telephone number is 415-289-4180. In addition to hard copies of the proposal, provide a PDF file of each part as described below in XI PROPOSAL FORMAT.

The deadline for submitting the proposals is 5 PM, Tuesday November 8, 2016. Any proposals received after the deadline time will be returned unopened.

The City of Sausalito reserves its rights to (a) reject any or all proposals, (b) waive any irregularities, (c) to select one firm or more than one firm which, in the City's sole opinion, best serves the public interest.

## **XI. PROPOSAL FORMAT**

Proposals are 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(s), approach to accomplishing the design and related services, and recent (last five (5) years) experience involving renovations of public parks, grounds or open space. 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, and any promotional brochures. Five (5) paper copies of Part One shall be submitted.

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

### **A. Part One**

Proposal are expected to provide, at a minimum, the following:

- a. Full name, address, telephone, electronic message addresses and FAX number of the prime consultant and its proposed principal for the work.
- b. The firm's current organizational structure, general background and qualifications and describe any special knowledge or capabilities material to the Project(s) that exists within the firm.
- c. 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.
- d. Identify the staff who will be assigned to the Project(s). Describe responsibilities and the percentage of each staff member's time that can be expected to be spent on the Project(s).
- e. Summarize relevant experience of key personnel, including descriptions of projects worked upon, dates, costs of the projects and duties performed by the individual on the projects.
- f. Discuss the specific recent experience of the firm in providing consulting services for similar projects. 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.
- g. Describe the ability of the firm to perform services within the Project time frames, including the ability to coordinate work of subconsultants and responsiveness to City's requests and scheduling needs of the construction contractor.
- h. 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.

- i. Submit the names of subconsultants to be used on the Project(s) 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 the Project(s) from each subconsultant firm and their responsibilities on this project.
- j. Indicate the location of the office(s) where work will be carried out, not including the job site.

**B. Part Two**

Provide fee proposal that include the following:

- a. A current hourly rate schedule for each firm personnel (by name or title) who will be working on the project.
- b. An estimate of the City's cost for consultant's provision of the Basic Services for each phase of the Project(s) including the basis of compensation proposed (i.e., lump sum, time-and materials-cost reimbursable, etc.) and the level of effort estimated for the prime and each proposed subconsultant, including hours of work broken down by phase and corresponding fees.
- c. A work schedule identifying milestones, time to complete and deliverables. Assumptions and expectations in preparing the schedule should be stated.

**XII. SELECTION PROCESS**

A selection committee for the Projects 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 the Project(s). 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 or firms. In the event that negotiations with the top-ranked firm(s) are unsuccessful, the City will terminate these negotiations and may undertake new negotiations with the second-ranked firm(s). City staff will make recommendations to the City Council, which reserves the right to reject any or all proposals.

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 may be expected to become a contractual obligation. The City reserves the right to request modifications to or accept any part of the proposal submitted by the selected firm and will not be obligated in any way to accept those parts that do not meet with the approval of the City. The terms and conditions of the contract will be negotiated at the time of consultant selection and are subject to approval by the City Attorney and the City Council.

### **XIII. SELECTION CRITERIA**

As provided for in the Sausalito Municipal Code, Section 3.30.510.D.3:

"...neither total cost nor hourly rates are the sole criterion in selecting a provider of professional or special services. Proposals will be evaluated based on a combination of factors that result in the best value to the City, including but not limited to:

- a. Understanding of the work required by the City;
- b. Quality and responsiveness of the proposal;
- c. Demonstrated competence and professional qualifications necessary for satisfactory performance of the work required by the City;
- d. Recent relevant experience in successfully performing similar services to similar clients;
- e. Proposed methodology for completing the work;
- f. References;
- g. Background and related experience of the specific individuals to be assigned to the project;
- h. Proposed compensation, rates and the 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.);
- i. Proposed level of effort and schedule;
- j. Commitment regarding the continuity and level of involvement of key personnel."

### **XIV. AGREEMENT**

The terms and conditions contained in the standard form City of Sausalito Professional/Consulting Services Agreement provided in Attachment "A" to this Request for Proposals are expected to be required of any firm selected to perform the work. Proposers are expected to acknowledge having read, understood and to express the intent to agree to and accept those terms and conditions, or to identify any proposed modifications that consultant desires City to consider approving should consultant be selected to perform the work.

### **XV. DECLARATION OF NON-AFFILIATION**

Proposers shall include a declaration of non-affiliation, under penalty of perjury, certifying that consultant is not affiliated with, nor has or will have any financial interest in, any manufacturer, distributor, supplier or other company connected with any products or services recommended to the City or specified during the course of the work.

**XVI. CONTACT**

The City's principal contact for this Project is Andrew Davidson, Senior Civil Engineer at [adavidson@ci.sausalito.ca.us](mailto:adavidson@ci.sausalito.ca.us) or (415) 289-4180.

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**ATTACHMENT A - CITY OF SAUSALITO PROFESSIONAL/CONSULTING SERVICES  
AGREEMENT**

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

This **PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and \_\_\_\_\_ (hereinafter "Consultant") having its principal place of business at \_\_\_\_\_.

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:

\_\_\_\_\_ *Project*

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 **David Parisi**. 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 included in Exhibit A 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 an Additional 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.

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**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: Principal

Approved as to Form:

\_\_\_\_\_  
By: Mary Anne Wagner, Esq.  
Its: City Attorney

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**EXHIBIT A**

**Scope of Services and Rate Schedule**