



REQUEST FOR PROPOSALS
DESIGN SERVICES CONSULTANT
REHABILITATION OF SAUSALITO FISHING PIER PROJECT
CITY OF SAUSALITO, MARIN COUNTY, CALIFORNIA

Release Date: April 25, 2013

Closing Date: May 22, 2013

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

DISCUSSION

The City of Sausalito has issued this Request for Proposals (“RFP”) in order to select a qualified consulting design professional (the “Consultant”) to lead a team to gather necessary design basis information, prepare plans and specifications for permitting and construction, and provide services during construction of the REHABILITATION OF SAUSALITO FISHING PIER 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

Replace decking, railings and pilings (as needed) to restore long-standing public access for recreation while ensuring safety and accessibility.

Project Abstract

The City applied for and has been advised that it will be awarded a grant from the National Fish and Wildlife Foundation – Cosco Busan Oil Spill Settlement - Recreational Use Grant Program for preliminary engineering (including surveying, CEQA compliance, and permitting), engineering during construction (including inspections), as well as construction materials and labor. A copy of the City’s Grant Application, including the proposed Project budget is included as Attachment “A” to this RFP.

The Project will return a small historic pier to use for shore-based recreational fishing and passive waterfront access for ambulatory and mobility-impaired persons. The Project will benefit recreational resources similar to those affected by the Cosco Busan spill, comply with applicable laws, be cost effective, provide a broad range of recreation benefits for its size, begin benefiting the public within six months of award, provide benefits to the public over the long-term (the City accepts maintenance responsibility), has adequate provisions for maintenance and oversight, avoids collateral injury from project implementation, and has a high likelihood of success. The City has a complete and accurate estimate of project costs and has already established opportunities for collaboration with local community groups and the Bay Conservation and Development Commission (“BCDC”). The City is issuing this RFP to allow the award of a contract for the requested Consultant services as quickly as possible upon actual award of the grant.

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
- Evaluate existing pilings for re-use
- Evaluate accessibility requirements and adjacent pedestrian facilities in order to ensure that barriers to access are removed as part of the Project – perform surveying as necessary
- Prepare plans, elevations and specifications for any specialized construction or equipment necessary including lumber take-off and coating specifications for installation over water (the plans and specifications for the recently-completed Sausalito Yacht Harbor/Bay Street Bulkhead project are available as an example)
- Revise Consultant's scope and budget for services during construction and inspections
- Participate in review of bids
- Prepare Construction Cost Estimate
- Design team coordination meetings (2)
- Client meetings (2)
- Project Management and coordination

The City will take the products of Phase I and seek City Council approval to invite bids for construction, make the warranted CEQA findings for the Project, and initiate the internal (City Building Department) and external regulatory agency permitting process. Following the required bidding period (duration depending upon the construction cost estimate), the Consultant will assist in review of the bids received and assist in the preparation of the documents necessary to seek Council approval to award a contract for construction.

Phase II – Services During Construction

Following award of a construction contract by the City Council to Contractor, it is anticipated that the Consultant will:

- Review Project goals and requirements with Contractor and City
- Assist City in evaluating construction schedule submitted by Contractor
- Provide Consulting services and inspections during construction in conformance with approved scope and budget
- Participate in all necessary project meetings including tracking design changes in all construction Change Orders approved by Consultant and City
- Respond to all Requests for Information

- Prepare As-Built record drawings based on original plans and approved Change Orders
- Project Management and coordination

FORM OF AGREEMENT

The City requires the form of agreement for the desired professional services included in Attachment "B" 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 City is required to complete construction within six (6) months of confirmation of grant award. 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

Proposals are requested electronically in parts of 3 MB or less no later than 5:00 p.m. on Wednesday, May 22, 2013. Please send to 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 May 22, 2013. Proposals should be placed in an envelope marked: **"FISHING PIER DESIGN PROPOSAL"** and addressed to:

Jonathon Goldman
Director of Public Works 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.

CONTACT

All questions regarding the solicitation shall be directed to:

Jonathon Goldman
Director of Public Works
City of Sausalito
(415) 289-4176
jgoldman@ci.sausalito.ca.us

Attachment "A"

Copy of City's Application for National Fish and Wildlife Foundation – Cosco Busan Oil Spill Settlement -
Recreational Use Grant Program



Grant Request Information

Title of Project

Sausalito Fishing Pier Rehabilitation

Total Amount Requested

\$ 160,000.00

Matching Contributions Proposed

\$ 10,000.00

Proposed Grant Period

10/01/2012 - 03/15/2013

Project Description

Replace decking, railings and pilings (as needed) to restore long-standing public access for recreation while ensuring safety and accessibility.

Project Abstract

The project will return a small historic pier to use for shore-based recreational fishing and passive waterfront access for ambulatory and mobility-impaired persons. Project will benefit recreational resources similar to those affected by the Cosco Busan spill, comply with applicable laws, be cost effective, provide a broad range of recreation benefits for its size, begin benefiting the public within six months of award, provide benefits to the public over the long-term (the City accepts maintenance responsibility), has adequate provisions for maintenance and oversight, avoids collateral injury from project implementation, and has a high likelihood of success. The City has a complete and accurate estimate of project costs and has already established opportunities for collaboration with local community groups and the BCDC. The proposed project does not duplicate other efforts already ongoing at the same location.

Organization and Primary Contact Information

Organization	City of Sausalito
Organization Type	State or Local Government
Organization Web Address	www.ci.sausalito.ca.us
Organization Phone	
Street Line 1	
City, State, Country Postal Code	Sausalito, California, North America - United States
Region (if international)	
Organization Congressional District	
Tax Status	Under Review - State/local Government Agency
Tax ID	946000429

Primary Contact

Position/Title	Mr. Jonathon Goldman
Street Line 1	Director of Public Works
	420 Litho Street
City, State, Country Postal Code	Sausalito, California, North America - United States 94965
Region (if international)	
Phone and E-mail	415-289-4176 x; jgoldman@ci.sausalito.ca.us

Keywords

Other; Conservation Action; Conservation Threat; Land Ownership

Sub-keywords

Action - Education & Awareness

Other Keyword(s)

Title: Sausalito Fishing Pier Rehabilitation

Organization: City of Sausalito

Title: Sausalito Fishing Pier Rehabilitation

Organization: City of Sausalito

Project Location Information

Project Location Description	The Municipal Fishing Pier is located at approximately 558 Bridgeway in Sausalito overlooking the San Francisco Bay. Lat 37.853420° Long -122.478601°.
Project Country(ies)	North America - United States
Project State(s)	California
Project Congressional District(s)	District 6 (CA)

Permits/Approvals Description**Permits/Approvals Status****Permits/Approvals Agency-Contact Person****Permits/Approvals Submittal-Approval****Date**

Amend BCDC permit No. M76-1 for repair of existing facility with no change in size. BCDC has signalled its interest in seeing the project completed.
Intend to Apply
BCDC -- Jaime Michaels
01/02/2013

Title: Sausalito Fishing Pier Rehabilitation

Organization: City of Sausalito

	Units	Cost Per Unit	Total
Salaries and Benefits			
Total Salaries and Benefits			\$0.00
Equipment			
Total Equipment			\$0.00
Contractual Services			
Preliminary Engineering	1	\$15,000.00	\$15,000.00
Engineering during Construction	1	\$11,000.00	\$11,000.00
Construction contractor mobilization and demobilization	1	\$1,000.00	\$1,000.00
Construction Labor	960	\$65.00	\$62,400.00
Total Contractual Services			\$89,400.00
Contract design, surveying, CEQA compliance, permitting, inspection and other engineering during construction.			
Supplies and Materials			
Structural framing and deck using coated, pressure treated Douglas Fir and Port Orford Cedar	1875	\$20.00	\$37,500.00
Structural framing of guards and railings	210	\$25.00	\$5,250.00
Hardware	1	\$7,000.00	\$7,000.00
Total Supplies and Materials			\$49,750.00
Printing			
Total Printing			\$0.00
Travel			
Total Travel			\$0.00
Overhead/Indirect			
Total Overhead/Indirect			\$0.00
Other			
Contingency for pilings, unforeseen conditions (15%)	1	\$20,850.00	\$20,850.00
Total Other			\$20,850.00
Budget Grand Total			\$160,000.00

Title: Sausalito Fishing Pier Rehabilitation

Organization: City of Sausalito

Matching Contribution Amount:

\$10,000.00

Type:

In-kind

Status:

Pledged

Source:

City of Sausalito

Source Type:

Non-Federal

Description:

The City of Sausalito Staff will provide significant support to the project both in delivering the repair, maintaining the structure moving forward, as well as actively seeking partners in the community to develop future replacement funding.

Total Amount of Matching Contributions \$10,000.00

Title: Sausalito Fishing Pier Rehabilitation

Organization: City of Sausalito

The following pages contain the uploaded documents, in the order shown below, as provided by the applicant:

Cosco Busan Full Proposal Narrative

Board of Trustees, Directors, or equivalent

Statement of Litigation

A-133 Audit

The following uploads do not have the same headers and footers as the previous sections of this document in order to preserve the integrity of the actual files uploaded.



Full-proposal Project Narrative

Instructions: Save this document on your computer and complete the narrative in the format provided. The final narrative should not exceed ten (10) pages; do not delete the text provided below. Once complete, upload this document into the on-line application as instructed.

1. Recreational Use Categories: Identify below which type of public recreational resource the project benefits (check all that apply):

Recreational fishing
 Non-Fishing shoreline recreation
 Recreational Boating

2. Project Location: Identify below which county/ies the project benefits:

Marin Contra Costa
 Sonoma Alameda
 Solano Santa Clara
 San Mateo

3. Abstract (1 page maximum): Provide a brief description of the project, including its primary activities, the need for the project, the degree of urgency (if any) addressed by the project, and the project's objectives and expected recreational benefits to the public.

Replace decking, railings and pilings as needed to restore long-standing public access for recreation while ensuring safety and accessibility. The project will return a small, historic pier to use for shore-based recreational fishing and passive waterfront access for ambulatory and mobility-impaired persons. Project will benefit recreational resources similar to those affected by the Cosco Busan spill, comply with applicable laws, be cost effective, provide a broad range of recreation benefits for its size, begin benefiting the public within six months of award, provide benefits to the public over the long-term (the City accepts maintenance responsibility), has adequate provisions for maintenance and oversight, avoids collateral injury from project implementation, and has a high likelihood of success. The City has a complete and accurate estimate of project costs and has already established opportunities for collaboration with local community groups and the BCDC. The proposed project does not duplicate other efforts already ongoing at the same location. The Fishing Pier was last reconstructed in 1976.

4. Project Benefit(s): Elaborate on the short-term and long-term recreational benefits to the public expected from the project (which were likely summarized in the Abstract), including what makes them achievable and important. Also, describe the benchmarks that will be used to measure the project's success.

Returning an existing fishing pier to public access while bringing the surfaces, transitions and railings compliant with the California Building Code for accessibility will be achievable within a few months of notice of award and issuance of a permit amendment for the repairs from the very supportive San Francisco Bay Conservation and Development Commission. The project will be 100% successful when construction is completed, with additional benefits accruing as persons who have not had similar public access to the shoreline at the location of the Fishing Pier for many years are able to take advantage. The repairs will also allow the construction of a code-

compliant transition to a lower level path for persons in wheelchairs who cannot presently negotiate the steps at that location.

5. Continuing Project: Indicate whether this project is a continuation or expansion of an existing project and provide information on the status and results/outcomes of the previous work.

Repair of an existing facility with no expansion in use.

6. Activities: Elaborate on the primary activities that will be undertaken with the requested NFWF funds. If applicable, identify activities that subcontractors are intended to perform. Explain how these activities further the short-term and long-term benefits to the public described above.

Engineering and construction will be performed by consultants and contractors. Permitting, project procurement (bidding and award), project management, accounting and reporting will be performed by the City of Sausalito.

7. Maintenance and Oversight: Describe the approach to protect the project and resulting project benefits in the long-term, if applicable.

The City of Sausalito pledges its commitment to oversee the project, and more importantly to ensure that partnerships with existing community groups (including the Sausalito Fire Department which was historically located across Bridgeway from the Pier– now part of the Southern Marin Fire Protection District) set aside funds for ongoing maintenance and replacement. The repairs will be made using rot-resistant materials that do not require coatings or maintenance known to have adverse impacts to aquatic habitat. The City's recent experience reconstructing the more than 600 foot long wooden boardwalk linking Humboldt Avenue to the Spinnaker Point overlook provides very contemporary and accurate design and construction cost basis for the project.

8. Organization's Qualifications and Experience: Describe the skills and experience of your organization and staff associated with implementing this type of project.

The City's recent experience delivering the boardwalk reconstruction described in 7. above as part of a \$6 million bulkhead replacement project demonstrates the skills and experience necessary for timely, safe, and cost-effective delivery of the Fishing Pier Project.

9. Organization's Mission and Goals: Briefly describe your organization's mission and goals and how this project will help accomplish them.

Sausalito is a General Law city incorporated in 1893 and has a City Council/City Manager form of government. The City provides a full range of services that includes Administration, Finance, Police, Fire, Public Works, Parks and Recreation, Community Development and a Public Library. The City Council and staff value positive relationships with the residents, businesses, visitors and outside agencies. The Fishing Pier repair project is a perfect example of fostering such relationships – it is a project that the City has diligently attempted to deliver but has not been able to fund. The opportunity to have the project funded – even if only in part – provides a significant incentive for City staff and community members to ensure that the repair is completed to return the public shoreline access experience to residents, businesses, visitors and persons with disabilities as soon as possible.

10. Partners: Elaborate on opportunities (if any) for collaboration with other entities.

As indicated in 7. above, the Sausalito Fire Department has been working towards funding the repair project to honor one of its lost members – with grant funding for construction, it is likely that the funding necessary to endow a maintenance and replacement fund will be significantly more likely. The San Francisco Bay Conservation and Development Commission has identified the return of public access to the Sausalito Fishing Pier as a priority in furthering its mission.

11. Other (Optional): Provide any further information important for the review of this proposal.

The Sausalito Fishing Pier, located at Lat 37.853420°, Long -122.478601°, is a valuable public resource that the City of Sausalito, its residents, its guests from all over the world and many generations to come would very much appreciate being returned to accessibility. Your time and consideration of the City's proposal is appreciated.





CITY OF SAUSALITO

Mike Kelly, Mayor

Adam Politzer, City Manager
420 Litho Street, Sausalito, California 94965
Telephone: 415-289-4100 • WWW.CI.SAUSALITO.CA.US

August 31, 2012

National Fish and Wildlife Foundation

**Subject: Board of Trustees, Directors or Equivalent
Sausalito Fishing Pier Grant Application**

To whom it may concern:

The following list of Elected and Appointed Officials is being provided as a required element of the City's subject grant application:

City of Sausalito

List of Elected and Appointed Officials
August 31, 2012

Elected Officials

Mayor	D. Michael Kelly
Vice Mayor	Jonathan Leone
Council Member	Carolyn Ford
Council Member	Herb Weiner
Council Member	Linda Pfeifer

Appointed Officials

City Manager	Adam Politzer
Administrative Services Director/Treasurer	Charlie Francis
Chief of Police	Jennifer Tejada
City Attorney	Mary Wagner
City Librarian	Abbot Chambers
Community Development Director	Jeremy Graves
Parks & Recreation Director	Mike Langford
Public Works Director	Jonathon Goldman

Please let me know via email jgoldman@ci.sausalito.ca.us or call 415-289-4176 if you have any questions. Thanks for your help on this project.

Sincerely,
City of Sausalito

Jonathon Goldman
Director of Public Works

Administration: (415) 289-4167
Recreation: (415) 289-4189

FAX NUMBERS:
Community Development: (415) 339-2256
Public Works Engineering: (415) 339-2256

Library: (415) 331-7943
Public Works Maintenance: (415) 289-4138



Statement of Litigation

Instructions: Save this document on your computer and complete. The final narrative should not exceed two (2) pages; do not delete the text provided below. Once complete, upload this document into the on-line application as instructed.

Litigation: In the space provided below, state any litigation (including bankruptcies) involving your organization and either a federal, state, or local government agency as parties. This includes anticipated litigation, pending litigation, or litigation completed within the past twelve months. Federal, state, and local government applicants are not required to complete this section. If your organization is not involved in any litigation, please state below.

The City of Sausalito is not required to complete this section.

Jonathon Goldman
Director of Public Works
City of Sausalito
420 LITHO ST
SAUSALITO CA 94965-1933



CITY OF SAUSALITO

Mike Kelly, Mayor

Adam Politzer, City Manager
420 Litho Street, Sausalito, California 94965
Telephone: 415-289-4100 • WWW.CI.SAUSALITO.CA.US

August 31, 2012

National Fish and Wildlife Foundation

**Subject: A-133 Audit
Sausalito Fishing Pier Grant Application**

To whom it may concern:

As of the last reporting period (FY10-11), the City of Sausalito did not meet the threshold \$500,000 requirement in federal awards. This information was reported in December 2011 to the California State Controller's Office, Division of Audits, Financial Audits Bureau/Single Audits Unit. The City does not therefore have an A-133 Audit to submit in support of its subject grant application.

Please let me know via email jgoldman@ci.sausalito.ca.us or call 415-289-4176 if you have any questions.

Sincerely,
City of Sausalito

Jonathon Goldman
Director of Public Works

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

By: _____

Its: City Manager

Its: _____

Approved as to Form:

By: Mary Anne Wagner, Esq.

Its: City Attorney

EXHIBIT A

Scope of Services

EXHIBIT B

Rate Schedule