



# STAFF REPORT

## SAUSALITO CITY COUNCIL

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### AGENDA TITLE:

Gabrielson Park – Castillo Sculpture Engineering Services.

### RECOMMENDED MOTION:

Adopt a motion authorizing the City Manager to execute a contract with Framework Engineering for structural engineering services.

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### SUMMARY

The Arts Commission is coordinating the repair and restoration of the Sergio Castillo Sculpture at Gabrielson Park. This project will also relocate the sculpture. The former City Manager committed the City to support the effort up to \$15,000.

Architectural design for a new sculpture foundation was developed pro-bono by Planning Commissioner and Architect Barry Peterson. The new foundation requires a building permit as well as an engineering structural design and analysis. Engineering structural design work was begun. More work is needed to determine compliance with building codes before permits can be issued.

The engineering work was verbally authorized by an Arts Commission member unaware of the City Purchasing Procedures. The procedures require solicitation of multiple bids for work over \$1,000. Only a single quote was obtained. Staff believes it is prudent and appropriate to seek Council approval of the work authorization. The City Engineer received an invoice for \$1,580.00 for work performed and a proposal for services that are estimated to total \$4,000 that includes costs for work that has been performed and invoiced.

Staff recommends that the Council adopt a motion granting a variance of the three bid requirement of the Purchasing Procedures, approving Framework Engineering for engineering structural design services, and authorizing the City Manager to execute an agreement with Framework Engineering. Funding for the effort is proposed to come from the Professional Services Account of the Parks and Recreation Department.

## BACKGROUND

The Sergio Castillo sculpture was built and donated to the City of Sausalito in 1969. It is believed to have been Castillo's tribute to the Golden Gate Bridge. The sculpture fell over during the Loma Prieta Earthquake in October of 1989. The sculpture was repaired but done so in a way that altered the sculpture's character. Trees planted near the sculpture, years ago, are now hiding the sculpture from many viewpoints. The Arts Commission and the Parks and Recreation Commission have met many times to discuss the matter. On February 20, 2007, the Council considered the matter. It is the understanding of Engineering staff that the City Council approved a concept plan to relocate the sculpture. The Council also endorsed a plan to do fundraising for the costs of repairing and relocating the sculpture. Staff understands that the former City Manager also committed up to \$15,000 of City Funds for the endeavor. The current City Manager has agreed to continue this commitment.

## ISSUES

A new foundation is required for the new location. A building permit is also required. In an effort to secure permits Studio 300A Art & Architecture (aka Barry Peterson) prepared Architectural Plans for the new foundation. The foundation also requires structural engineering. Foundation structural engineering was begun and was done by Framework Engineering at the direction of the Arts Commission. This direction inadvertently bypassed the City's Purchasing Procedure which requires getting three quotes before an authorization occurs for expenditures greater than \$1000. This item is before the City Council to seek approval of the deviation from the procedure.

The sculpture is a unique structure structurally as well as aesthetically. To complete the structural evaluation of the foundation and repair work requires a more detailed analysis effort. Framework prepared a proposal for all of the analysis (foundation and structural repair) for \$4,000. So far work engineering work performed has totaled \$1,580. The analysis cannot be done by the City Engineer as the knowledge required to do so is outside his field of expertise and training.

There is a desire to get the foundation built before the first Jazz by the Bay event in May. The City Engineer intends to bundle the sculpture foundation with the recently authorized bus shelter foundation in a bid document that can be advertised in April.

## FISCAL IMPACT

This work is not specifically budgeted in the 2008 Annual Budget. Staff suggests that the work be funded by the Park and Recreation Department's Professional Services account 100-600-3000-320.

This recommendation is done to allow the engineering and permitting efforts to continue. Should fundraising efforts exceed outstanding costs, staff recommends that the City be reimbursed for the recommended early expenditures.

## STAFF RECOMMENDATIONS

Staff recommends Council adopt a motion:

1. Approving Framework Engineering for structural engineering services
2. Authorizing the City Manager to execute an agreement with Framework Engineering.

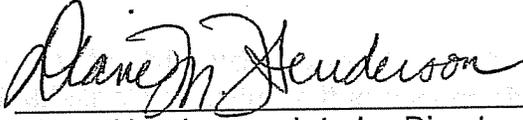
## ATTACHMENTS

~~Purchase Requisition~~ <sup>PH</sup>  
Agreement  
Invoice

PREPARED BY:

  
\_\_\_\_\_  
Todd Teachout, City Engineer

REVIEWED BY (Department Head):

  
\_\_\_\_\_  
Diane Henderson, Interim Director of  
Community Development

SUBMITTED BY:

  
\_\_\_\_\_  
Adam Politzer, City Manager

REVIEWED BY:

  
\_\_\_\_\_  
Louise Ho, Finance Director

CITY OF SAUSALITO  
PROFESSIONAL/CONSULTING SERVICES AGREEMENT

DRAFT

This **PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and Framework Engineering (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.

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 Kallmeyer. 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 at the rate set forth in Exhibit B which is attached hereto and incorporated herein as though set forth in full. Consultant shall not charge City for any administrative expenses or overhead, including without limitation, facsimile, mileage and other/or any other expenses incurred by Consultant in connection with Consultant's provision of the Work. 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. The 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.

**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 the Contract: (a) Comprehensive General Liability and Automobile Liability insurance in an amount not less than \$1,000,000 combined single limit applying to bodily injury, personal injury and property damage; (b) professional liability insurance in the amount of \$1,000,000 per claim and \$2,000,000 aggregate.

Liability policy(ies) are to contain, or be endorsed to contain, the following provisions:

The City, its officers, elected and appointed officials, employees, contractors and agents must be 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 she 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 his 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: Framework Engineering

\_\_\_\_\_  
By: Adam Politzer  
City Manager

\_\_\_\_\_  
By: David Kallmeyer (C-54247), SEBC  
Principal

Approved as to form:

Mary Anne Wagner  
City Attorney

## EXHIBIT A

### PROJECT DESCRIPTION AND SCOPE OF WORK

The Client desires to obtain certain professional services *offered* by Framework for the project known as Castillo Sculpture Restoration (the "Project") located at Gabrielson Park in Sausalito, CA. Framework is desirous of performing such services. In consideration of the mutual covenants and conditions contained herein, Client and Framework hereby agree as follows:

The Project includes the relocation and restoration of the existing steel framed Castillo sculpture in the above referenced location, including the following components:

1. A new concrete pedestal foundation. The new foundation for the sculpture is to be a concrete pedestal bearing type footing.
2. Strengthening of the existing steel sculpture framing at the base to resist lateral loading imposed by seismic and wind forces. Strengthening measures include the extension of existing steel angles to the foundation and the addition of core steel framing components at the base. To the extent possible and feasible, the existing steel structure is to be used in combination with existing elements to support the sculpture.

The existing sculpture is located in a relatively level area at the above-referenced location. The existing structure consists of a concrete spread footing and corten steel angles welded together in a configuration rising approximately 25 feet. The structure information was derived from the architectural drawings by Studio 300A Art & Architecture. Framework has relied on these drawings in preparing Framework's scope of work for this Agreement. The structural design of the Project will be performed using the current 2007 California Building Code as a design basis. Drawings provided by the Client will be used as reference for Framework's structural design.

### PROFESSIONAL SERVICES

Framework will provide the structural design for the proposed Project described above. These services will be performed in two phases - Construction Documents, and Construction Administration - outlined as follows:

#### 1. Construction Documents

- Review the Project with the Architect for possible structural system options.
- Perform general site review of the existing structure and as-built framing and foundation systems, where visible.
- Review applicable documentation such as existing drawings of the building and the geotechnical report provided by Client.
- Coordinate the proposed structural design with the Architect.
- Prepare fillal construction documents for the structural system in sufficient detail for competitive bidding and construction of the structural system by a licensed & competent general contractor (the "Contractor").
- Provide structural calculations, technical criteria, written descriptions and design data for the Client or Architect's use in filing applications for permits, and assist in consultation with the appropriate authorities.

#### 2. Construction Administration

- Attend pre-construction meeting to answer questions about design or interpretation of the documents and to examine the Contractor's understanding of the project and its requirements.
- Review structural shop drawings, submitted through and checked by the Contractor, for general compliance with the intent and requirements if the structural portion of the construction documents.

- Review laboratory test reports for structural items detailed on the structural drawings or called out in the structural specifications.
- Respond to Architect's, Contractor's and Client's questions with regard to the intent of structural construction documents during the construction period.
- Visit the Project site to make structural observations of the general progress of the structural construction. \*
- Prepare structural bulletins during construction, if needed, to clarify the intent of the structural design construction documents. Framework shall have no responsibility to produce a complete set of "as built" drawings at the end of the Project. If Client desires a complete as built set of structural drawings, such services will be requested in writing and be performed on a time and material basis.

\*NOTE: Framework's structural observations during site visits do not include Inspection and Special Inspection services as may be required by the City. These services shall be performed by an independent testing agency, separately hired by the owner. Additionally, it is important for Client to understand that Framework's structural observations are not intended to serve as exhaustive checks or detailed inspections of the Contractor's work.. The purpose of the observations is to allow Framework to become generally familiar with the progress of the structural work and that it is in general conformance with the structural construction documents.

Exhibit B

FEES AND EXPENSES FOR PROFESSIONAL SERVICES

1. Professional Fees

Framework's fees for the Project as described above will be performed on a time and materials basis. Framework's current Schedule of Rates is set forth in Exhibit A which is attached to and made a part of this Agreement. Based on the information provided to Framework to date, the fees for the work outlined above are estimated as follows:

Construction Documents	\$ 3,500.00
Construction Administration	\$ 500.00
TOTAL	\$ 4,000.00

Revisions to the Project described above and/or additional services will require a modification to the Agreement and increases in the estimated fees.

2. Reimbursable and Consultant Expenses

Reimbursable Expenses are expenses incurred directly or indirectly by Framework in connection with the Project. Reimbursable Expenses are not included in the estimate above. Exhibit A includes a list of typical Reimbursable Expenses and Framework's administrative markup. Reimbursable Expenses not included in the list will be charged at cost plus 10%. Consultant Expenses are costs for services of special consultants, such as geotechnical or soils engineers, that may be needed to assist Framework with its work. Framework will recommend such consultants to the Client, who will retain and pay for those consultants directly.

3. Payment

As noted above, Framework will bill on a time and material basis. Invoices will be submitted monthly for Professional Fees and Reimbursable Expenses. Invoices are due upon receipt and shall be considered PAST DUE if not paid within 30 days following the invoice date. In the event Client fails to timely pay any invoice, Framework may, without waiving any other claim or right against Client, and without liability whatsoever to Client or others, suspend or terminate its performance of this Agreement.

4. Retainer

No retainer is requested for this project.

**Schedule of Rates (Effective January 1, 2008)**

Principal Engineer	\$ 170.00 / hour
Associate Engineer:	\$ 150.00 / hour
Production Manager:	\$ 130.00 / hour
Senior Engineer:	\$ 130.00 / hour
Project Engineer:	\$ 120.00 / hour
Structural Designer:	\$ 110.00 / hour
CAD Drafter:	\$ 90.00 / hour
Project Support Staff:	\$ 70.00 / hour