



# STAFF REPORT

## SAUSALITO CITY COUNCIL

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### AGENDA TITLE:

Consultant Services Agreement – Path Plan – Ferry Landing to Gate 6 Road

### RECOMMENDED MOTION:

Adopt a Resolution of the City Council of the City of Sausalito Awarding a Professional Services Contract to and Authorizing the City Manager to Execute a Professional Services Agreement with Alta Planning + Design for Preparation of a Project Study Report for a Multi-Use Pathway Between the Sausalito Ferry Landing and Gate 6 Road

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### SUMMARY

The U.S. Department of Transportation, through Caltrans, awarded a grant to the City for Master Planning of a Class 1 Multi-use path, parallel to Bridgeway, between the Ferry Landing and Gate 6 Road. The total grant amount is for \$100,000.

Staff issued a Request for Proposals (RFP) in November, 2008 to local and regional consulting firms that have either expressed interest in providing design services to the City in the last year, or are known to have expertise in preparation of the necessary federally-funded services. Three consultant teams submitted proposals for the Planning and Design work on or before the deadline established in the RFP. Staff has evaluated the proposals received and identified the team lead by Alta Planning + Design as the team offering the highest overall level of experience, competence, staffing and other professional qualifications necessary for more than a satisfactory performance of the services required. Two Vision Sausalito Transportation Committee members reviewed the proposals and concurred with staff's evaluation.

The available budget for consultant design services is \$100,000. The firm has proposed to do the work within that amount.

Staff recommends that the City enter into an agreement with Alta Planning + Design for performance of the required services.

### BACKGROUND

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In 2006 Marin County issued a call for projects to be funded by the Federal Non-Motorized Transportation Pilot Program. The City proposed a project to develop a Master Plan to rigorously scope a project to create a multi-use path generally parallel to Bridgeway between the Ferry Landing and Gate 6 Road and to perform environmental review (NEPA and CEQA).

The City issued a Request for Proposals (RFP) in November, 2008 and three proposals were received:

- Alta Planning + Design/SWA Group/Coastland Civil Engineering/Linda Carruthers & Assoc.
- Sea Designs/Zone 17 Landscape Architecture
- Fehr & Peers/CSW Stuber-Stroeh/Royston Hanamoto Alley and Abey/WRECO/WILTEC

Staff reviewed the proposals and found all three proposing teams qualified to perform the work.

## ISSUES

The area of study is of great concern to the community. The need to gather public input before and during plan preparation is essential. All of the proposals include some level of effort to stimulate community involvement, outreach to the public and meetings to foster discussion of the possible plans and strive for facilitated consensus.

The Transportation Committee of the Imagine Sausalito effort has provided guidance for the RFP work scope. As a result of that guidance the proposal includes several meetings with the general public as well as a Technical Advisory Committee. Two Transportation Committee members reviewed the proposals and expressed satisfaction that there will be many opportunities to provide input and feedback on the plan development.

The Alta/SWA team is recommended based on the experience of the team with local and regional transportation and planning issues. Alta Planning + Design will be responsible to the City but will be subcontracting certain portions of the work to SWA (Landscape Architecture), Linda Carruthers (Survey) and Coastland Civil Engineering. SWA and Linda Carruthers have offices in the study area and as a result have great awareness of local constraints. Coastland Engineering staff have assisted the City in General Engineering matters from 2004 to 2006. The Team is familiar with Community efforts to guide future development including making improvements to the non-motorized transportation network.

Staff believes the primary issue with this project is the identification of acceptable routes (alignments) for the path. It is expected that the plan will consider different alignments including:

- 1) within the current Bridgeway roadway right-of-way,
- 2) along former railroad right of way that was abandoned years ago,
- 3) along the Richardson's Bay shoreline as has been recommended by the Vision Sausalito Working groups.

There may be other alignments considered as well.

A master plan (which Caltrans staff refers to as a Project Study Report) will document the route alternatives, perform Federal Environmental Reviews, develop planning level plans and probably costs estimates for developing the path including right-of-way acquisition.

The Plan is expected to enable the City to seek more grant funding in an effort to implement capital improvement projects to create the requested multi-use path.

## **FISCAL IMPACT**

The proposed work will have a limited impact on the General Fund. The City will need to pay for the Plan from the General Capital Fund however project costs will be reimbursed at 100% up to \$100,000.

The Sea Design/Zone 17 proposed the lowest budget estimate of \$99,780. Alta Planning + Design estimated using the full grant amount of \$100,000. Staff's evaluation is that the proposed budget difference is insignificant. The proposed services are considered "professional services." Under the City's purchasing requirements, specifically Section 3.30.500-3.30.520 of the Sausalito Municipal Code, other factors can be taken into consideration in awarding the Contract. A requisition has been prepared. The project is included in the 2009 Budget at the levels cited previously.


## **STAFF RECOMMENDATIONS**

Adopt a Resolution of the City Council of the City of Sausalito Awarding a Professional Services Contract to and Authorizing the City Manager to Execute the Professional Services Agreement with Alta Planning and + Design for Preparation of a Project Study Report for a Multi-Use Pathway Between the Sausalito Ferry Landing and Gate 6 Road. The authorized amount shall not exceed \$100,000.

## **ATTACHMENTS**

Proposal  
Request distribution list  
Resolution  
Professional Services Agreement  
Requisition

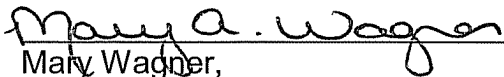
PREPARED BY:

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

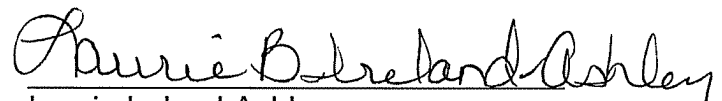
REVIEWED BY (Department Head):

  
\_\_\_\_\_  
Jonathon Goldman,  
Director of Public Works

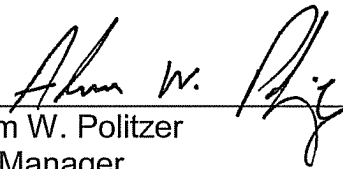
REVIEWED BY (City Attorney):

  
\_\_\_\_\_  
Mary Wagner,  
City Attorney

REVIEWED BY:

  
\_\_\_\_\_  
Laurie Ireland Ashley,  
Acting Director of Finance

SUBMITTED BY:

  
\_\_\_\_\_  
Adam W. Politzer  
City Manager

RESOLUTION \_\_\_-09

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO  
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ALTA  
PLANNING + DESIGN FOR CONSULTANT SERVICES TO DEVELOP MULTI-USE  
PATH PLAN FROM GATE 6 ROAD TO FERRY LANDING NMTPL -5098(009)

WHEREAS, the City Council adopted the 2008 Annual Budget which include resources to develop a plan for a multi-use path between the Ferry Landing and the North City Limit, and

WHEREAS, the City was awarded a Federal Non-Motorized Transportation Pilot Program Grant to develop a Plan entitled "Bridgeway Path Specific Plan" and is eligible to receive Federal and/or State funding for transportation planning projects from the California Department of Transportation, and

WHEREAS, the City solicited proposals from Consulting Firms to prepare the a Multi-use Path Plan from the Ferry Landing to Gate 6 Road, and

WHEREAS, the City received proposals from 3 teams of Consultants, and

WHEREAS, the team lead by Alta Planning and Design was found by staff and members of the Ad-Hoc Transportation Committee to be the most qualified to do the work.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sausalito:

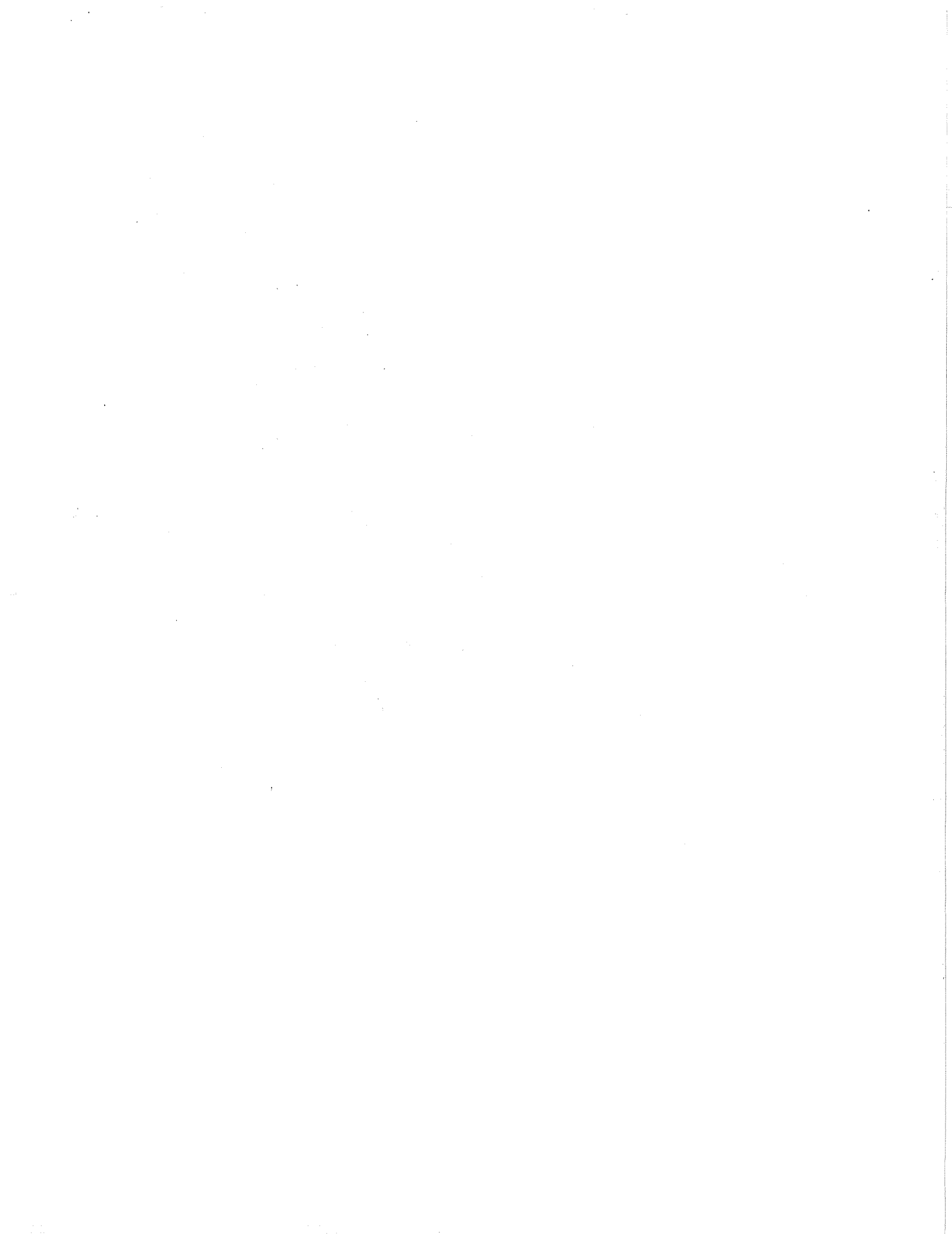
1. Finds Alta Planning and Design qualified to perform the work to prepare the Bridgeway Path Specific Plan.
2. Awards the Professional Services Contract to Alta Planning and Design
3. Authorizes the City Manager to execute a Professional Services Agreement with Alta Planning and Design on behalf of the City.

AYES: Councilmembers:  
 NOES: Councilmembers:  
 ABSTAIN: Councilmembers:

\_\_\_\_\_  
 Mayor, City of Sausalito

ATTEST:

\_\_\_\_\_  
 City Clerk



CITY OF SAUSALITO  
PROFESSIONAL/CONSULTING SERVICES AGREEMENT

This **PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and Alta Planning and Design(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 Michael Jones. 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 in an amount not to exceed \$100,000 (One hundred thousand dollars) which is attached hereto and incorporated herein as though set forth in full. 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.

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Consultant shall submit invoices on a monthly basis detailing the work performed and by whom, broken down into not less than 15 minute increments. At the request of the City, Consultant shall modify the billing statements to meet the requirements of the U.S. Department of Transportation which is the entity providing the grant funding for 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 shall be solely responsible for making payment to any subconsultants including without limitation SWA, Linda Carruthers and Associates, and/or Coastland Civil Engineering. 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.**

- (a) To the fullest extent permitted by law and without limitation by the provisions of Section 9 below relating to insurance, Consultant agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, officers, employees and volunteers from any and all claims, demands, suits, losses, damages, injuries, and liability, incurred and to the extent caused by reason of any acts, errors, or omissions of Consultant, whether negligent or intentional, under or in connection with this Agreement. Consultant shall pay defense costs and any resulting judgments to the extent caused by the above. The Consultant's obligations under this Section 8 apply regardless of whether or not a liability is caused or contributed to by any act or omission of the City, except that the Consultant shall not be obligated to indemnify for liability arising from the negligence or willful misconduct of the City or of any third party. The provisions of this Section survive the completion of the Project and/or termination of the Agreement.

## **Section 9. Insurance.**

Consultant shall take out and maintain during the life of the Contract: (a) Comprehensive or Commercial General Liability and Automobile Liability insurance in an amount not less than \$ 2,000,000 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.

The general and automobile liability policy(ies) are to contain, or be endorsed to contain, the following provisions:

The City, its officers, elected and appointed officials, employees, Consultants and agents must be 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 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:Alta Planning and Design

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By:Adam W. Politizer  
City Manager

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By:Randy Anderson  
Its:Principal

Approved as to form:

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Mary Anne Wagner  
City Attorney

**EXHIBIT A**  
**SCOPE OF WORK**

**EXHIBIT B**  
**FEE SCHEDULE**



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Requisitions Proof List

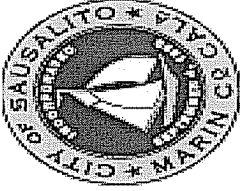
Date: 01/08/2009  
Time: 10:18:36

Req No	Req Date	Item Name	Vendor No	Appr Status	Account No	PM Task and Type	Quantity	Price	Amount
Dept: 410									
Employee No:	TEACT								
0000567	01/08/2009		ALTAPLAN	Approved	140-410-4116-450	CI08002-100 Service	1.00	100,000.00	100,000.00
<b>Warning: General Ledger</b>									
The budget for account 140-410-4116-450 is exceeded by \$100,564.00									
								Employee Total:	100,000.00
								Dept Total:	100,000.00
								<b>Grand Total:</b>	<b>100,000.00</b>

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**General Ledger**  
Detailed Trial Balance

User: tteachout  
Printed: 01/08/2009 - 10:26  
Period 1 to 7, 2009



**CITY OF SAUSALITO**

420 Litho Street  
Sausalito, CA 94965  
tel (415) 289-4100  
fax (415) 289-4167

**Account Number      Description      Budget      Beginning Balance      Debit This Period      Credit This Period      Ending Balance**

140	General Capital Proj					
EXPENSE						
140-410	Engineering					
140-410-4116-450	North South Greenway Planning	0.00		564.00	0.00	564.00
07/12/2008 PM 01 000167	Teachout 6/29/08-7/12/08					
	140-410-4116-450 Totals:	0.00		564.00	0.00	564.00
	Var: -564.00					
	140-410 EXPENSE Totals:	0.00		564.00	0.00	564.00
	EXPENSE Totals:	0.00		564.00	0.00	564.00
	140 Totals:	0.00		564.00	0.00	564.00
	Report Totals:	0.00		564.00	0.00	564.00

1-6  
6-0