

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

Item #: 6B
Meeting Date: January 13, 2009
Page #: 5

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.

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.

LAB

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.

LOB

City of Sausalito

Consultant:Alta Planning and Design

By:Adam W. Politizer
City Manager

By:Randy Anderson
Its:Principal

Approved as to form:

Mary Anne Wagner
City Attorney

LB

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
FEE SCHEDULE

LAB

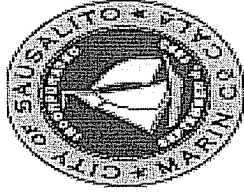
<u>Req No</u>	<u>Req Date</u>	<u>Item Name</u>	<u>Vendor No</u>	<u>Appr Status</u>	<u>Account No</u>	<u>PM Task and Type</u>	<u>Quantity</u>	<u>Price</u>	<u>Amount</u>
Dept: 410									
Employee No: TEACT									
0000567	01/08/2009		ALTAPLAN	Approved	140-410-4116-450	C108002-100 Service	1.00	100,000.00	100,000.00
Warning: General Ledger									
The budget for account 140-410-4116-450 is exceeded by \$100,564.00									
								Employee Total:	100,000.00
								Dept Total:	100,000.00
								Grand Total:	100,000.00

LAB

General Ledger

Detailed Trial Balance

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



CITY OF SAUSALITO

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

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Letter(s) about Council Item

(submitted after Staff Report Prepared)

William Arno Werner
213 Richardson Street
Sausalito, CA 94965-2422

February 5, 2008

Sausalito City Council
c/o City Clerk
City of Sausalito
420 Litho Street
Sausalito, CA 94965

RECEIVED
FEB - 5 2009
CITY OF SAUSALITO
COMMUNITY DEVELOPMENT

Subject: "Bridgeway Path Specific Plan"; or, is it a,
"Class I Multi-use Path Plan"; or, maybe, it is a,
"CalTrans Project Study Report"; on the other hand, it might be a,
"Continuous Shoreline Trail"

The Staff Report makes it difficult to grasp what is being funded by this \$100,000 windfall, where it is proposed to go, and why.

According to the draft City Council Resolution, the Federal funding seems to have been explicitly designated for a "*Bridgeway Path Specific Plan*".

The Staff Report of January 13, 2009 (page 3) identifies three alternate routes: "*1) within the current Bridgeway roadway right-of-way; 2) along the former railroad right of way that was abandoned years ago; (and) 3) along the Richardson's Bay shoreline as has been recommended by the Vision Sausalito Working groups.*"

The consulting proposal from the ALTA Planning + Design Team (page 3) states that, "*...there are two basic alignments: (1) a shoreline alternative and (b) a right-of-way roughly following the old Northwestern Pacific Railroad right-of-way*". There is no mention of the Bridgeway alignment in either the proposal summary or the scope of work.

While some would question whether the Federal Government cares where our money is spent, someone in City Hall must have applied for this grant and defined its use as a "Bridgeway Path Specific Plan". Do the terms of the Federal grant allow staff to modify or expand the scope? Is ALTA being non responsive by ignoring the Bridgeway alternative? Do we care? Should we care? Will the work product of this \$100,000 worth of consultant time and talent be of any value and consequence to the citizens of Sausalito? Is this just one more case of "use it or lose it"? Or, is there another agenda lurking in the confusion?

Purpose of the Legislation

The federal Transportation Act, SAFETEA-LU enacted in 2005, and establishing Section 1807 - Nonmotorized Transportation Pilot Program, states the following:

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“(b) PURPOSE.-- The purpose of the program shall be to demonstrate the extent to which bicycling and walking can carry a significant part of the transportation load, and represent a major portion of the transportation solution, within selected communities.”

Where do *“Pocket Parks...used for active and passive recreation, from picnicking to playing Frisbee to concerts”* (ALTA page 20), and *“Task 10.5 Interpretive Opportunities”* (ALTA page 21) fit into this statement of purpose?

The legislation further requires:

“(d) STATISTICAL INFORMATION.--In carrying out the program, the Secretary (DOT) shall develop statistical information on changes in motor vehicle, nonmotorized transportation, and public transportation usage in communities participating in the program and assess how such changes decrease congestion and energy usage, increase the frequency of bicycling and walking, and promote better health and a cleaner environment.”

Does the ALTA proposal include the development of the considerable data necessary for the Department of Transportation to generate this required Statistical Information? Isn't this the kind of information that constitutes a fundamental needs assessment? Shouldn't the determination of probable benefit precede the pretty pictures of design? The ALTA proposal presumes that the non-Bridgeway multi-use paths are both needed and wanted. The scope of work is oriented toward reaching a preconceived conclusion. Wouldn't it be wise to determine whether the whole planning and design exercise was warranted before it was executed?

Transportation versus Recreation

The ALTA Proposal states (page 4), *“The Non-motorized Transportation Pilot Project (NTPP) is, as its name implies, a grant program for transportation versus recreation projects.”* ALTA then goes on to justify *“residents and visitors, whose primary goal is to be in a scenic environment preferably along the water”* as conforming to the transportation purpose of the grant funding.

While the Bridgeway alignment can be defined as a primary transportation corridor, and the railroad right of way might qualify as a parallel route, the Shoreline Trail is distinctly recreational and provides no measurable decrease in congestion and energy usage. More to the point, the primary function of the Shoreline Trail would be to draw visitors and tourists from downtown Sausalito to the Marinship area thereby increasing demand for services. The primary transportation route through Sausalito – Bridgeway – remains unexamined though it is fundamental to the federal grant.

Justification for a Shoreline Trail

Much is made of the September 2006 Community Poll. In that poll, 2,000 people were called. 172 responded (8.6% of those called and 2.3% of the 7,325 population per the

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2000 census); in itself, not an overwhelming sample. The proponents of the Shoreline Trail claim that 80% of those surveyed strongly or somewhat supported a "continuous pedestrian and bicycle pathway for the full length of Sausalito's waterfront." That amounts to 138 people (1.9% of the population). It is a statistical fabrication to claim that these 138 people represent a common vision of Sausalito residents. It would be equally disingenuous to say that the 2% population loss in Sausalito over the past few years (about 140 people) included all those who supported the Shoreline Trail.

As the ALTA proposal accurately observes on page 1, "...there are already routes along the shoreline and through developed areas for people to walk and bicycle for virtually the entire length of the area. There is already a 'necklace' of public shoreline access points." Most residents know this, enjoy the diversity of experiences, and would probably shun the gentrified, well identified, interpretive promenade that is sure to come from this study.

In June 2008, the Marin County Department of Public Works published, "2010 Campaign for Active Transportation: Marin County as a Nonmotorized Demonstration Community." In the list of "Unfunded Primary Network Projects" was the "Bridgeway Path" (Project Number 2627) with an estimated Project Cost of \$2,400,000. Given the past history of public agency cost estimates (the Bridgeway bike lane project which cost almost double the estimate, for example) the citizens of Sausalito can probably expect to spend at least \$5,000,000 to provide a Shoreline Trail they don't need or want.

"Bridgeway Path Specific Plan" versus the Marinship Specific Plan

Since well over half of the Shoreline Trail will run through the Marinship, it seems remarkable that the Marinship Specific Plan is not mentioned once in either the Staff Report or the ALTA proposal. It becomes less curious when one recognizes that the apparent objective of the proposed Shoreline Trail is to bring tourists and visitors to the Marinship. ALTA, in this proposal, specifically assigns itself the task of meeting with private property owners to remove obstacles to achieving the Shoreline Trail. In doing so, the property owners will make great strides toward undermining the intent of the Specific Plan.

The General Intent of the Marinship Specific Plan is:

- "1. To promote the waterfront area and promote diversified water-dependent uses."*
- "2. To promote the development of other lands in the Marinship with industrial uses and uses compatible with an industrial area."*

Among the many goals to accomplish the General Intent is the following:

- "4. It is the intent of the plan to preserve the Marinship as an area primarily oriented to the use and service of Sausalito residents, not tourists."*

CAB

February 5, 2009

As more and more tourists are directed to the Marinship, the demand for activities to support and entice them will increase. In return for voluntarily granting easements for the Shoreline Trail rights of way, the land owners will undoubtedly benefit from development density bonuses, uses (commercial, residential, retail, etc.) until now disallowed, and the opportunity to participate in the rumored redevelopment area.

In the Draft "Existing Conditions Analysis Report" of the "Central and Southern Marin Transit Study" dated December 23, 2008, it is pointed out that "*Traffic congestion levels are not severe..*" in the Mill Valley – Sausalito Transit Corridor. It was further concluded that, "*Little change in the activity centers generating transit trips is expected, unless discussions regarding the possible redevelopment of the area in the former shipyard in Sausalito are taken further.*" It seems clear that the proposed Shoreline Trail will not alleviate a congestion problem but rather contribute greatly to creating one by undermining the development limitations of the Marinship Specific Plan.

This study is not about alternative transportation. It is not about reducing traffic congestion. It is not about pedestrian and bicycle safety. It is not about enhancing the quality of life for the residents of Sausalito. Whether intentional or not, it is about driving a stake into the heart of the Marinship Specific Plan and the industrial, marine, and water dependent uses that the land owners claim are not sufficiently profitable to be viable.

Council should reject this proposal and refocus the scope of work on the subject for which the federal grant was intended – a Bridgeway Path Plan. To do otherwise could be interpreted as a deliberate misappropriation of the federal grant funds.

Respectfully,



William A. Werner

Cc: Adam Politzer, City Manager
Mary Wagner, City Attorney
Jonathan Goldman, Director of Public Works
Todd Teachout, City Engineer
Senator Diane Feinstein
Senator Barbara Boxer
Congresswoman Lynn Woolsey
Assemblyman Jared Huffman
Supervisor Charles McGlashan