

REQUEST FOR PROPOSALS (RFP) FOR:

CITY OF SAUSALITO

2024 Roadway Resurfacing and Improvements

City of Sausalito

Marin County, California

SEPTEMBER 2024

Proposals Due: **OCTOBER 10, 2024 by 2:00 PM**



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1. INTRODUCTION

Sausalito is a beautiful bay front community of approximately 7,500 residents that is nestled at the foot of the Golden Gate National Recreation Area. Located in Marin County just a short trip over the Golden Gate Bridge from San Francisco, Sausalito offers all the small town attributes of a close-knit, community-oriented citizenry located in close proximity to a wide range of cultural opportunities. The blend of historic buildings, wooded hillsides, sweeping bay and San Francisco views combine to make Sausalito a community of unparalleled charm and natural beauty.

Sausalito is a general law city operating under a Council/Manager form of government. Incorporated in 1893, the City government provides a high level of municipal services, including police services, library service 6 days a week, 17 municipal parks, a recreation program that generates more than half of its operating costs in program revenues, and proactive administration, public works and community development departments.

The City of Sausalito ("City") is soliciting for Professional Engineering Services to develop plans specifications an estimate for repair and improvements of the following roadways:

Light Rehabilitation – 2" Grind and Resurfacing

Street	From	To	Type
Monte Mar	Currey Ave.	US 101 access	Asphalt
Arana Circle	End	End	Asphalt
Locust St	Bridgeway	End	Asphalt
Easterby	Pearl	Bridgeway	10' Asphalt edges; 25' Concrete middle
Ebbtide	100 Ebbtide	Stanford Way	Asphalt
Butte	Anchorage	Sacramento Ave	Asphalt

Microseal

Street	From	To
Anchor	Bridgeway	Humboldt
Bridgeway SB	Nevada	Johnson
Bridgeway	Anchor	Princess
Crecienta	Monte Mar	Currey
El Portal	Bridgeway	Tracy
Kendall Ct	Arana Circle	Cul-de-Sac
Napa St	Bridgeway	Caledonia
Second St	Richardson	South
Spring St	Woodward	Bridgeway
Woodward	Spring	Easterby

The consultant shall also provide cost effective solutions which may include sidewalk replacement, curb ramps, or other street improvements that are approved by the City during the process of design development.

The City invites qualified firms (“Proposers”) to submit proposals for the preparation of the plans specifications and estimate as further detailed in this document. The consultant shall also provide an alternative bid for bid support services and construction review services which the City may at its discretion award at the time of award of the primary contract. The consultant shall utilize the attached contract for (“Agreement”), attached as Attachment 6, *Professional Services Agreement*. If the City decides to award the Agreement to a Proposer, it will be an hourly rate agreement with a not to exceed amount.

2. PROPOSALS

A. **Proposer’s Obligations.** Each Proposer is responsible for reviewing and understanding all terms of this RFP, including all attachments, and for conducting its own background research of the Project, as further explained in Section 3, Project Description, below.

B. **Pre-Proposal Meeting.** No pre-proposal meeting is scheduled at this time.

C. **Proposal Submission.** The Proposal must be submitted in a sealed envelope or box marked “2024 Roadway Resurfacing and Improvements.” The sealed envelope or box must be plainly endorsed with Proposer’s name and address and contain one hard copy and one electronic copy (on a flash drive) of the Proposal. A separate Fee Proposal shall be included in a separate sealed envelope and separate electronic copy clearly labeled as Fee Proposal. Sealed Proposals must be received by the City by **October 10, 2024, no later than 2:00 PM (“Proposal Deadline”)**, at:

**Office of the City Engineer
City of Sausalito
420 Litho Street
Sausalito, CA 94965-1933**

The City is not responsible for delayed deliveries due to any reason, including mailing or traffic congestion. Submission of a Proposal will constitute a firm offer to the City for 120 days from the Proposal Deadline. Proposals may not be modified after the Proposal Deadline.

D. **City’s Reservation of Rights.** Neither the issuance of this RFP nor the acceptance of Proposals commits the City to award or enter into any agreement with a Proposer. The City reserves the unfettered right to reject any or all Proposals, at any time, and to seek new Proposals when in the best interest of the City. The City reserves the right to cancel, modify, or postpone this RFP or the Project, at any time, and to waive any irregularities or informalities in any RFP procedures. Each Proposer is solely responsible for the expenses it incurs to respond to this RFP. City expressly disclaims responsibility for any assumptions a Proposer might draw from the presence or absence of information provided by the City in any form.

E. **Addenda.** The City, in its sole discretion, may amend this RFP by issuing written addenda to the RFP. Such addenda will be posted on City’s website at <https://www.sausalito.gov/departments/public->

works/bid-notices. It is the responsibility of each Proposer to monitor the City’s website for any addenda that may be issued related to this RFP. A Proposer wishing to receive an email notification of any issued addenda must email its request for notification and email address to mlockett@sausalito.gov and aiqbal@sausalito.gov.

F. **Questions.** Questions regarding this RFP or the Project may only be submitted in writing to Kevin McGowan, via e-mail at kmcgowan@sausalito.gov, attention “2024 Roadway Resurfacing and Improvements.” by September 26, 2024. No oral statements by any City employee or representative will be binding against the City.

3. PROJECT DESCRIPTION

Purpose of Project

The selected consultant (“Consultant”) must be a professional civil engineer licensed in the state of California with the ability and experience to provide comprehensive design specification and estimate addresses this project requirements as specified in this Request for Proposal. The Consultant must demonstrate the capacity to work with City representatives, citizens, professional service consultants, designers and engineers, and construction companies related to the Project.

The Consultant will provide the following services to the City (as further detailed in Section 6 (Scope of Services) below):

1. Preliminary design memo
2. 30% design plans
3. 90% design plans
4. Biddable 100% Plans, Specifications and Estimates for the project

4. ADMINISTRATION AND COORDINATION

The City of Sausalito, is the lead agency for this Project. The City is responsible for the procurement process and award and administration of the Agreement, in accordance with the City’s contracting policies and procedures.

5. TIME FOR COMPLETION OF SERVICES

The Proposer shall be available to work as many hours as required to complete the Services immediately upon receipt of the Notice to Proceed issued by the City and must complete each task in a timely manner. The Contract Performance time for the Project is 90 calendar days.

6. SCOPE OF SERVICES

The scope of services for the Agreement shall include but not be limited to the following:

1. Development of a Preliminary Design memo
 - a. Document the consultant’s recommendation and strategies to repair each roadway specifying the type of repair including but not limited to grinding and overlay of existing concrete and asphalt, removal of concrete and replacement with concrete or asphalt, new subbase section, subbase deep lift repair.

- b. Specific Request from City include:
 - i. Consultant to provide drainage improvements for Locust Street. Convert SDMH located on Humboldt Ave. to grated inlet. Grade Locust St. such that there is natural swale which conveys drainage to newly converted SDMH. Asphalt berm to be placed on north side of parking stalls.
 - ii. Arana Circle – sidewalk replacement (~30F). Convert rodding inlet to SSMH (30 Arana Ci), convert SSMH frame and grate to new standard (9 Arana Ci)
 - iii. Easterby – SSMH frame and grate at intersection of Easterby and Pearl to be upgraded as well as SSMH frame and grate adjacent to 711 driveway entrance

- 2. Development of biddable Plans, Specifications and Estimates for the project
 - a. Project Development shall include, but not be limited:
 - i. Assemble and review existing plans, surveys, and other information regarding the City's road segments including sidewalks, trees in the right-of-way, curb cuts, other public utilities, curb ramps, the City's Self-Evaluation and Transition Plan, sanitary sewer facilities, etc.
 - ii. Review the current documentation on each road listed for treatment. This includes examining the 2022 PMP Update.
 - iii. Identify intersections where curb ramps are needed, as well as striping requirements and drainage improvements for the roads listed in RFP.
 - iv. Visit the site to investigate existing conditions to identify opportunities, constraints and verify the presence of existing utilities and points of connection.
 - v. Perform value-engineering, constructability and further refinements to project plans to enhance project delivery performance in scope, schedule and budget
 - b. Development of 30% plans, specifications and cost estimate for review by the City in a format acceptable to the City.
 - i. Review deliverables with City staff and incorporate requested revisions. City shall review within two (2) working weeks of receipt of a complete set of 30% deliverables.
 - c. Development of Final plans specification and estimate for the project. Each component shall be separated into components acceptable to the City. Consultant shall thoroughly review the plans, estimate and specifications to ensure consistency, completeness and that all section and references in the drawings, estimates and specifications are fully coordinated.
 - i. 90% Submittal shall include completely detailed and comprehensively specific information sufficient for construction and for the achievement of a high-quality project(s) as well as the designer's estimate of the number of working days required for construction. The bid package shall include bid alternatives which may be added to or deleted from the project(s) depending upon bid prices and available budget.
 - ii. Resurfacing plans may be schematic as long as they convey enough detail to perform the work required. Detailed surveying may be needed for roadways that require curb ramp installation.
 - iii. Meet with City staff to review 100% City comments, then revise construction documents as necessary prior to the City's issuance of a Notice Inviting Bids. City

shall review within two (2) working weeks of receipt of a complete 100% deliverables.

iv. Prepare and submit Final Bid documents.

3. Bidding assistance

- a. Provide technical assistance to staff during the bidding process to review and respond to inquiries related to the referenced project.
- b. Prepare bid addenda as may be necessary.
- c. Prepare Conformed Sets of plans and specifications after Notice of Award is issued by the City to the construction contractor.

4. Construction management (Not to be awarded at this time)

- a. Provide a cost estimate to provide engineering oversight of submittals and Requests for Information during the construction of the noted project.
- b. Provide a cost estimate to provide inspection services during the construction of the noted project.

7. PROPOSER/CONSULTANT'S TEAM

Proposers' attention is directed to Attachment 6, Professional Services Agreement, for requirements regarding the expertise and qualifications of Consultant's personnel assigned to perform services under the Agreement. The City, in its sole discretion, may consider other evidence of the qualifications and capabilities of the Proposer's team members to offset minor shortfalls in meeting the minimum experience requirements.

8. NONDISCRIMINATION, EQUAL OPPORTUNITY AND OTHER REQUIREMENTS

A. Nondiscrimination. The City hereby notifies all Proposers that it is the policy of the City to ensure nondiscrimination on the basis of race, color, national origin, or sex in the award and administration of contracts.

9. PROPOSAL REQUIREMENTS

Each Proposal must be submitted in compliance with the requirements of this RFP. The City may, acting in its sole discretion, elect to reject any Proposal that it determines to be nonresponsive. It reserves the right, but not the obligation, to waive any immaterial irregularities. All proposals should be limited to a maximum of twelve (12) pages excluding, Cost Proposal, Acknowledgement of Addenda, Acknowledgement of Insurance Requirements and Certification of Consultant, Commissions and Fees.

Each Proposal must include the following:

A. Cover Letter. Proposer must submit a cover letter containing a summary of the Proposal. The cover letter must include the names, titles, work addresses, telephone numbers, and email addresses of individuals with the authority to contractually bind the Proposer. The letter must confirm that the Proposer does not have any interest that would present a conflict of interest as described in Section 11, Consultant Conflict of Interest, of Attachment 6, Professional Services Agreement, and that the Proposer

will comply with City's conflict of interest requirements. Proposer must submit similar letters from all subconsultants.

- B. Executive Summary. In the Executive Summary, Proposer must explain key provisions of its Proposal, including the following:
- Location of the local San Francisco Bay Area office responsible for administering the Agreement with City;
 - Detailed description of the approach and methodology to be used to provide the required services and to obtain the required environmental clearances;
 - Management, quality and cost control methods utilized by the Proposer to fulfill the obligations under the Agreement, including knowledge of public agencies and experience in coordination of services with public agencies;
 - Time commitment and availability of the assigned personnel; and
 - Any other information that Proposer considers pertinent to evaluating its approach to the scope of services and/or Proposer's qualifications.
- C. Cost Proposal. In a separate envelope, proposer must submit a cost proposal. Proposals must set forth a schedule of hourly rates with a not-to-exceed amount for the services identified in Section 6 of this RFP. Proposer's subconsultants must submit cost proposals in the same format as Proposer's cost proposal. The cost proposals of Proposer's subconsultants must be depicted as a line item on Proposer's cost proposal.
- D. Statement of Qualifications. Proposer must submit information substantiating its recent experience in successfully providing services similar to those required under the Agreement, including a minimum of three client references with contact information.
- E. Proposer's Team. Proposer must identify its key technical personnel and submit an organizational chart showing the relationship between all proposed personnel and support staff. The organizational chart must be accompanied by a description of the proposed responsibilities of each person identified on the chart and their resumes. Proposer must also provide a minimum of three client references for the key personnel with current contact information.
- F. Completed Forms/Attachments. Proposer must complete and submit the following forms, which are attached to this Agreement, with its Proposal:
- Attachment 3, Acknowledgement of Addenda, if any addenda are issued
 - Attachment 4, Acknowledgement of Insurance Requirements
 - Attachment 5, Certification of Consultant Form
- G. Modifications to Agreement. The Agreement for the Project will be in substantially similar form to the agreement attached as Attachment 6, Professional Services Agreement, to this RFP. If Proposer desires any modifications to the form of the Agreement, the proposed modifications must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement, attached as Attachment 6, which is subject to minor modifications by City.

10. EVALUATION PROCEDURE

A. Anticipated Evaluation Schedule. The anticipated schedule for this RFP set forth below is for general planning purposes. It may be modified at the discretion of the City, including by issuance of addenda.

MILESTONE	DUE DATE
RFP Issued	September 11, 2024
Deadline for Submitting Questions	September 26, 2024, 12pm
Proposal Submission Deadline	October 10, 2024, 2pm City Hall
Optional: Proposer Interviews (if requested by City)	Not proposed at this time
Notice of Intent to Award	Approximate: Week of October 28, 2024
City Manager Authorizes Award	Approximate: Week of November 4, 2024
Execute Agreement	Approximate: Week of November 11, 2024

B. Selection Process. Depending on the number and quality of Proposals, City may select a single Proposer or to shortlist two to three. Shortlisted Proposers may be asked to meet with the City to present their Proposals to the decision team and answer any outstanding questions.

C. Selection Criteria. In evaluating responsive Proposals, the City will consider:

- The proposed price for the services;
- Proposer's qualifications and experience, including the qualifications and experience of the Proposer's key personnel and the entire team relevant to the scope of services, demonstrated capability and experience of Proposer's personnel on similar or related projects, organization of the team in relation to the various services, time commitment (availability) of the personnel proposed for the Project, recent experience in successfully providing similar services as those outlined in this RFP, capability of providing qualified personnel and to accommodate changing project requirements, management and scheduling abilities, and quality and cost control methods;
- Proposer's approach to the services, including its understanding and methodology of providing services, understanding and knowledge of the critical aspects of the Project and challenges of balancing Project objectives with priorities of affected agencies, effectiveness of the proposed plan for coordinating the work, and knowledge of public agencies and utilities on the federal, state, regional, and local levels and experience and coordination of services and concurrent projects among various agencies; and
- Proposer's interview, if requested by City.

D. Scoring/Ranking. The City will evaluate responsive Proposals according to the evaluation criteria listed above in order to determine which Proposal provides the best value and is the most advantageous for the City. Points will be awarded based on the information provided in the Proposal and relative to meeting the City's best interests. Selection will be based on the total number of points awarded by the evaluation committee.

- Proposed Price 0 - 35 points
- Proposer's Qualifications and Experience 0 - 25 points
- Proposer's Approach to the Services 0 - 25 points
- Optional: Interviews with shortlisted Proposers 0 - 14 points

City may elect to conduct interviews with certain Proposers to ask questions about or to obtain more detail on their submitted Proposals. City reserves the right to seek supplemental information from any Proposer at any time after this RFP is issued and before award of any Agreement.

E. Award. The City will award the Agreement, if at all, to the Proposer whose Proposal is determined by the City, acting in its sole discretion, to provide the best value and be the most advantageous to City based on the criteria set forth above.

F. Execution of Agreement. The selected Proposer will be notified by City staff of intent to recommend that the City Council award the Agreement to that Proposer. Within ten days of that notification, the selected Proposer must submit the executed Agreement and submit the required insurance certifications and endorsements to the City. (See Attachment 4, Acknowledgement of Insurance Requirements, of this RFP; Section 9 of the Agreement for insurance requirements.) City may, at any time, reject the Proposal of any selected Proposer that fails to comply with these requirements, and may offer the Agreement to the next highest ranked Proposer.

11. PROPOSAL PROTEST PROCEDURES

It is the policy of City to consider fully and adjudicate promptly protests filed by prospective Proposers to City's evaluation procedure, RFP requirements or award of Agreement. Protests will be processed in accordance with City's written protest procedures provided in detail below. Proposer's failure to follow these written protest procedures may result in rejection of the protest by City.

Protests based upon restrictive RFP requirements or alleged improprieties in the evaluation procedure or RFP requirements that are apparent or reasonably should have been discovered prior to the Proposal Deadline must be submitted via email to Andrew Davidson at adavidson@sausalito.gov no later than five calendar days before the Proposal Deadline. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon City staff's recommendation for award of the Agreement must be submitted in writing to the City Clerk within 48 hours of issuance of notice of the staff recommendation for award. The protest must clearly specify in writing the grounds and evidence on which the protest is based. Time is of the essence for proceeding with this emergency work and the City reserves the right to award the Agreement notwithstanding any pending protest.

12. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code section 6250, et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to this RFP, or any other written communication between City and Proposer will be available to the public once the agenda has been posted for the City Council meeting during which the Agreement may be formally awarded.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer must request that City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential.

If Proposer requests that City withhold from disclosure information identified as confidential and City complies with the Proposer's request, Proposer must assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless City from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all cost and expenses related to withholding Proposer information. Proposer must not make a claim, sue or maintain any legal action against City or its directors, officers, employees or agents in connection with the withholding from disclosure of Proposer information.

If the Proposer does not request that City withhold from disclosure information identified as confidential, City has no obligation to withhold the information from disclosure and may release the information sought without liability to City.

13. EX PARTE COMMUNICATION

In the context of this RFP, an "ex parte communication" is any communication between a Proposer (or the Proposer's representative) and City's Manager, Councilmember, or any City officer or employee, regardless of who initiates the communication, other than as part of the formal procurement process specified herein, before City issues a Notice to Proceed. Proposers and Proposers' representatives may not communicate, orally, via email, or in writing, with an officer, director, employee or agent of City, with the exception of the City Engineer or City Clerk regarding this RFP until after a Notice to Proceed has been issued by City. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of City during a public meeting.

14. LABOR, PREVAILING WAGE, AND DIR REGISTRATION REQUIREMENTS

If the services, or any portion of them, are subject to prevailing wage requirements pursuant to California Labor Code section 1720 et seq., Consultant must comply with the following requirements with respect to all services subject to prevailing wage requirements:

A. Rates. Consultant and each subconsultant must pay no less than the latest prevailing wage rates to all workers employed to perform work on the Project that is subject to prevailing wage requirements. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

B. DIR Registration. The City may not accept a Proposal from or enter into the Agreement with a consultant, without proof that the consultant is registered with the California Department of Industrial Relations ("DIR") to perform public work pursuant to Labor Code section 1725.5, subject to limited legal exceptions.

C. Compliance. The Agreement will be subject to compliance monitoring and enforcement by the DIR, pursuant to Labor Code § 1771.4.

15. ATTACHMENTS

Attachment 1: Location Map

Attachment 2: Cost Proposal

Attachment 3: Acknowledgement of Addenda

Attachment 4: Acknowledgement of Insurance Requirements

Attachment 5: Certification of Consultant, Commissions and Fees

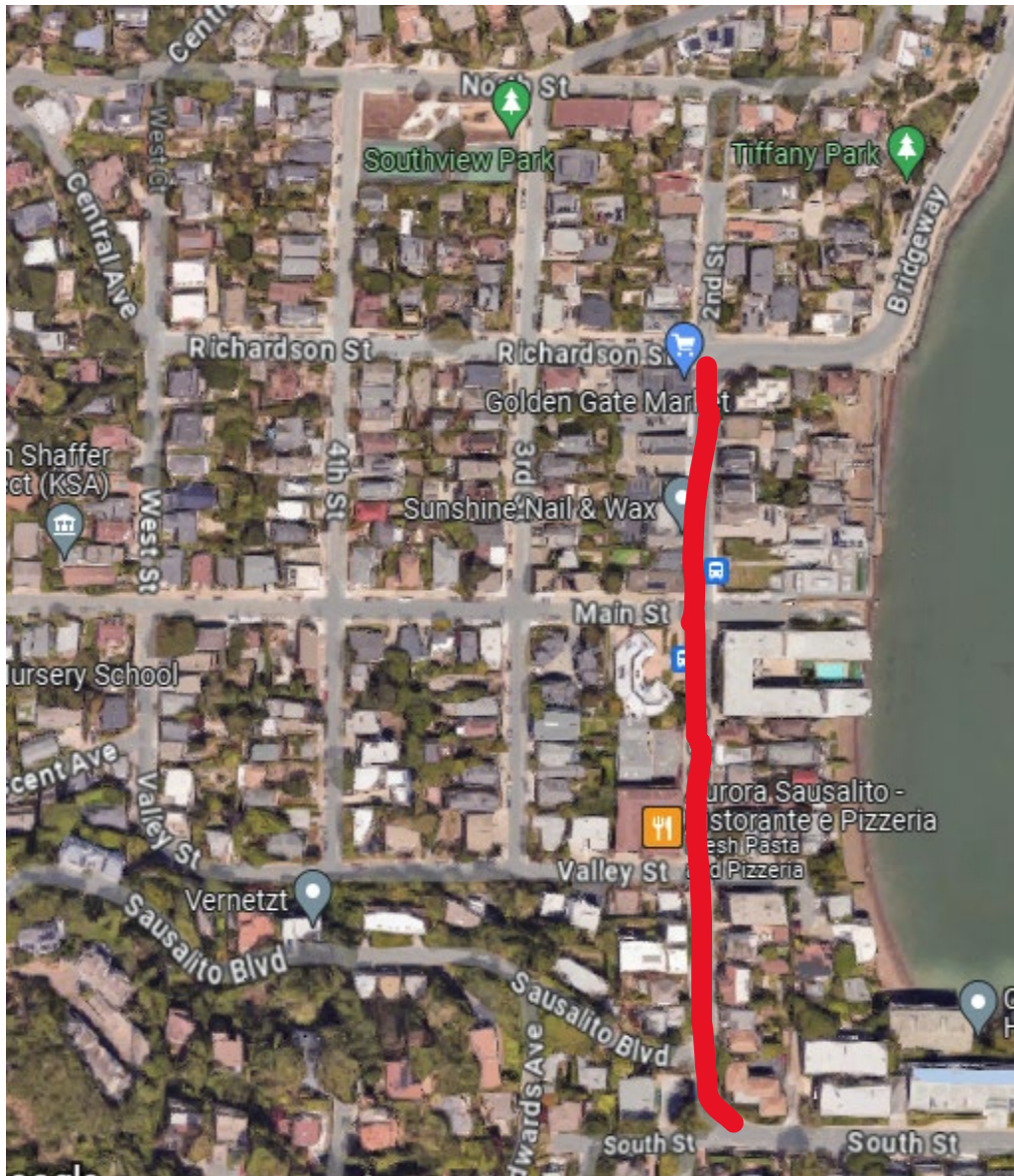
Attachment 6: Professional Services Agreement

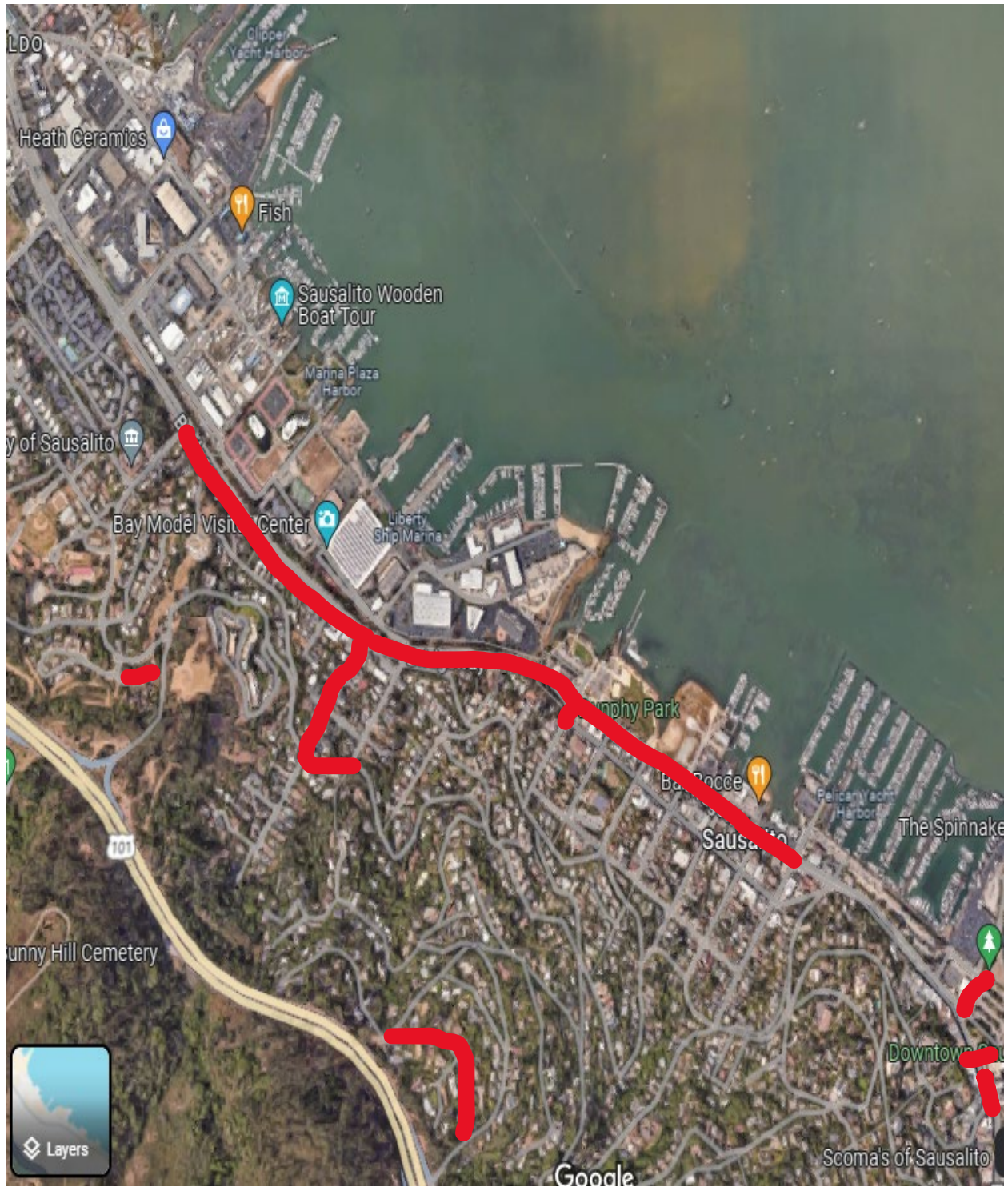
Attachment 2: Location Map

Light Rehabilitation – 2" Grind and Resurfacing



Microseal





Attachment 2: Cost Proposal

[The Cost Proposal form must be submitted in a separate sealed envelope.](#)

Attachment 3: Acknowledgement of Addenda

The undersigned Proposer acknowledges receipt of the following Addenda, if issued, to the RFP Documents. If none received, write "None Received."

Addendum No._____, dated _____

Addendum No._____, dated _____

Addendum No._____, dated _____

Signature Date

Print Name Title

Firm

Attachment 4: Acknowledgement of Insurance Requirements

Included in the Cost Proposal is full compensation for the requirements of the Insurance Provisions of the Professional Services Agreement.

Workers' Compensation Insurance as per statutory requirements. By signing below, Proposer is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that code, and if awarded an Agreement, Proposer will comply with such provisions before commencing services under the Agreement.

The insurance shall be issued by an insurance company or companies authorized to do business in the State of California with minimum "Best's" ratings of A- and with minimum policyholder surplus of Fifty Million Dollars (\$50,000,000) or a company acceptable to City in its sole discretion. Workers' Compensation coverage requirements may be met with the California State Compensation Fund. All policies shall be issued in a form satisfactory to the City and shall be issued specifically as primary insurance over and above any insurance that City may carry. The insurer shall agree that its policy is Primary Insurance and that it shall be liable under its policy for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance affected by City.

Signature of Proposer/Title Date

Attachment 5: Certification of Consultant, Commissions and Fees

I HEREBY CERTIFY that I am the _____ and duly authorized representative of the firm of _____ whose address is _____

and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement; nor
- agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement.

I acknowledge that this Certificate is subject to applicable State and Federal laws, both criminal and civil.

Signature _____
Date

CITY OF SAUSALITO
PROFESSIONAL/CONSULTING SERVICES AGREEMENT

This **PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Agreement") is made and entered into this ___ day of _____, 20 __, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and [***INSERT LEGAL NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] . (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.

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. The person responsible for the Work is _____.

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 Consultant shall be compensated in accordance with the fee schedule attached hereto as Exhibit B. 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.

In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$_____. Any work done by Consultant in excess of this amount without a contract amendment in accordance with Section 5 shall be at Consultant's sole risk.

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. Amendments increasing contract price above \$30,000 or amendments to contracts approved by the City Council shall only be valid with City Council approval.

Section 6. Independent Contractor.

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 for payment of all applicable taxes and compliance with all related obligations with respect to its own employees, including applicable tax withholding and contributions for Social Security. Consultant and its employees shall not be entitled any benefits of civil service status and/or the rights and privileges enjoyed by civil service employees of the City and Consultant hereby waives any and all claims to such rights and/or privileges.

Section 7. Consultant's Standard of Care and Responsibility.

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

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. Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Work or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

The obligations of this section shall survive the termination of this Agreement.

Section 9. Insurance.

Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

The following requirements shall apply to the insurance policies which shall contain or be endorsed to contain appropriate language to satisfy these requirements:

Additional Insured Status

The City, its officers, officials, employees, and volunteers ("Additional Insureds") are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policies

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by

the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to the Additional Insureds a waiver of any right to subrogation which any insurer of Consultant may acquire against the Additional Insureds by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.

All policies, except for the professional liability policies must be occurrence-based policies. If the professional liability policy is claims-made coverage, then the Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work, and insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

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. Compliance with Laws.

a. Compliance with General Laws. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments that may apply to the performance of the Work.

b. Verification of Employment Eligibility. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

c. Safety Laws. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

d. California Labor Code Requirements. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory

upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

Section 12. Conflicts 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.

Consultant covenants that they presently have 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, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

Section 14. Ownership of Documents; Retention of Documents.

Consultant agrees that all documents produced or prepared for the City in the performance of this Agreement shall be the sole property of the City, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

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 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. If said termination occurs prior to completion of any task for the Work for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services and shall not be entitled to damages or compensation for termination of work. In event of termination, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the Work completed and/or being abandoned, and no payment shall be due to Consultant until all such documentation is provided to City.

Section 16. Notices

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Sausalito

420 Litho Street

Sausalito, CA 94965

Attn: Ali Iqbal, PE – Dept. Public Works

CONSULTANT:

[***INSERT NAME,

ADDRESS & CONTACT PERSON***]

and shall be effective upon receipt thereof.

Section 17. Applicable Law; Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California, regardless of choice of law principles. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a the Superior Court of California for the County of Marin or in the United States District Court for the Northern District of California.

Section 18. No Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

Section 19. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

Section 20. Severability.

If any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced in whole or in part, such provision shall be interpreted so as to remain enforceable to the maximum extent permissible consistent with applicable law and the remaining conditions and provisions or portions thereof shall nevertheless remain in full force and effect and enforceable to the extent they are valid, legal and enforceable, and no provisions shall be deemed dependent upon any other covenant or provision unless so expressed herein.

Section 21. Entire Agreement.

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "C" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

In Witness Whereof, City and Consultant have executed this Agreement as of the date first written above.

City of Sausalito

Consultant

By: Chris Zapata
Its: City Manager

By:
Its:

By:
Its:

approved as to form:

Sergio Rudin
City Attorney

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
FEE SCHEDULE