



STAFF REPORT

CITY COUNCIL OF THE CITY OF SAUSALITO

AGENDA TITLE:

Review and Approval of an Agreement for Professional Services with NETCOR to provide Design and Bid Documents for cabling infrastructure for the Public Safety Facilities Project

RECOMMENDED MOTION:

Adopt a Resolution of the City Council of the City of Sausalito Approving and Authorizing the City Manager to Execute an Agreement for professional Services with NETCOR to provide Design and Bid Documents for cabling infrastructure for the Public Safety Facilities Project

SUMMARY

NETCOR is a data cabling infrastructure consultant asked to provide Professional Services to the City of Sausalito to provide assistance in the Design and Production of Bid Documents and Bidding and Negotiation assistance for the procurement of a data cabling vendor and direction for the installation of Data/Tel/Communications cabling of the Public Facilities Project. Due to the significant cabling requirements and coordination of multiple communication systems utilizing various cabling requirements, and due to the fact that the City of Sausalito does not have the in-house capability or Staff to manage this process, City Staff have determined it necessary to utilize the services of NETCOR to provide these services. The cost to procure these services would be Lump Sum of \$22,000 including expenses.

BACKGROUND

The Public Facilities Buildings require a multitude of various communication and alert systems. The systems include MERA, RACES, CERT, data, telephone, Security and IT. Each system has its own particular requirements in terms of infrastructure, testing and capabilities. Coordination of these multiple systems is a complicated and precise process. NETCOR is a specialized firm with significant understanding of data cabling requirements and this particular project.

Many Cities have this capability in-house, or have vendors on call for requirements such as this. However, the City of Sausalito does not have the expertise or the Staff to manage a project of this size and complexity. NETCOR would review the project needs, coordinate with the various agencies involved (County of Marin, City of Sausalito IT staff, the Sausalito Fire Department, the Sausalito Police Department, a Security vendor, Comcast and ATT) to produce a clear set of Bid Documents and Plans that will be made available to potential Cable Installer vendors for

bidding purposes. The importance of having clear direction and a comprehensive set of Bid Documents will contribute to a clear Scope of Work, which should prevent misunderstandings or conflicts that could lead to increased costs through change orders once Work is commenced.

NETCOR will coordinate their activities specifically with Glass Architects, SMC and the City of Sausalito and City Staff and Representatives will review their progress, schedule and production of the Design and Bid Documents. NETCOR will also assist in the identification of qualified data cabling vendors when the City is prepared to issue a Request for Proposals and will assist in the review of Bids for completeness and the Negotiation of an installation Contract with a qualified vendor.

NETCOR can also provide Construction Administration Services once a vendor is identified and Work is ready to commence should the City of Sausalito deem these services necessary, however this is not currently under consideration at this time.

SMC and the City of Sausalito have included a line item in the Sausalito PSF Budget equaling \$30,000 for Data Cabling Consultant services from the beginning of the Project as these services have been anticipated as being required.

It should be noted that the current Bid Estimates for Data Cabling may be in the range of \$60,000 to \$80,000.

ISSUES

No issues have been identified with the contemplated action. Staff has evaluated alternatives to contracting with NETCOR including self-performance of the entire proposed scope, solicitation of proposals from other existing City consultants, and advertisement and solicitation of proposals from the marketplace. As provided for in the Sausalito Municipal Code, professional services contracts, "...should only be awarded to firms or persons who have demonstrated an adequate level of experience, competence, staffing and other professional qualifications necessary for more than a satisfactory performance of the services required." Further, "...once the department requesting the service has determined a firm has an adequate level of competence, the cost of the service may be considered. However, the lowest cost may not be the sole factor in deciding which firm or whom shall be awarded the contract. It may be in the City's best interest to award the contract to a higher priced contractor based on the scope of services available, unique skills, staffing levels, timing, prior experience, past working relationship and other factors required by the department or proposed by that contractor. The information needed for determining that level of competence, other qualifications and the procedure for selecting such services shall be determined by each City department responsible for recommending the professional or special service contract." In this instance, the Director of Public Works and SMC have determined that NETCOR is more than adequately experienced, competent, qualified, staffed, and offers a unique familiarity and prior

experience with the project, City Staff and City procedures that cannot feasibly be provided by another existing consultant, City Staff, or an outside consultant.

FISCAL IMPACT

Approval of NETCORs Contract to provide Design and Bid Package and Review Services will result in a deduction of \$22,000 from the Data Cabling Consultant encumbrance of the General Obligation Funds for the project. Taking the proposed Approval into account, the contingency funds remaining in the Data Cabling Consultant is \$8,000

STAFF RECOMMENDATIONS

City Staff recommend that the City Council approve and authorize the City Manager to execute an Agreement to provide Design and Bid Package and Review Services for Data Cabling infrastructure for the City of Sausalito for a Lump Sum of \$22,000 including expenses.


ATTACHMENTS

Resolution No. ___ of the City Council of the City of Sausalito Approving and Authorizing the City Manager to Execute an Agreement with NETCOR to provide Design and Bid Package and Review Services for Data Cabling infrastructure for the City of Sausalito for a Lump Sum of \$22,000

PREPARED BY:

Loren Umbertis
Swinerton Management & Consulting

REVIEWED BY:



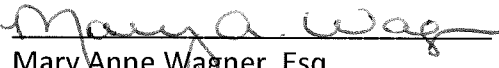
Jonathon Goldman
Director of Public Works

REVIEWED BY:



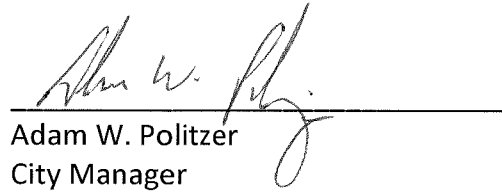
Charlie Francis
Administrative Services Director/Treasurer

REVIEWED BY:



Mary Anne Wagner, Esq.
City Attorney

SUBMITTED BY:



Adam W. Politzer
City Manager

RESOLUTION No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH NETCOR DESIGN
SYSTEMS, INC. TO PROVIDE DESIGN AND BID PACKAGE AND REVIEW
SERVICES FOR DATA CABLING INFRASTRUCTURE FOR THE CITY OF
SAUSALITO'S PUBLIC SAFETY FACILITIES PROJECT**

WHEREAS, by Minute Order adopted on the 23rd day of September, 2008 the City Council of the City of Sausalito awarded Alten Construction, Inc. of Richmond, California ("Alten") a contract for BID NUMBER F-141, THE SAUSALITO PUBLIC SAFETY FACILITIES PROJECT NEW CONSTRUCTION (the "Project"); and

WHEREAS, the plans and specifications for said Project do not include certain details regarding data and telecommunications cabling necessary for completion of the Project; and

WHEREAS, the City's Architect for the Project, Glass Architects, its Construction Manager, Swinerton Management & Consulting, and the City's Director of Public Works have identified the need for assistance in the Design and Production of Bid Documents and Bidding and Negotiation assistance for the procurement of a data cabling vendor and direction for the installation of said cabling owing to the significant cabling requirements and coordination of multiple communication systems utilizing various cabling requirements, recognizing that the City of Sausalito does not have the in-house capability or Staff to manage this process, and that the required services are not within the authorized scope of services or specialized expertise of existing consultants on the Project; and

WHEREAS, the City's Construction Manager, Swinerton Management & Consulting and Director of Public Works have developed a scope of services and requirements for said services and solicited a proposal from Netcor Design Systems, Inc.; and

WHEREAS, the City's Construction Manager, Swinerton Management & Consulting and Director of Public Works have reviewed the proposal received and find that (a) Netcor Design Systems, Inc. offers the necessary level of experience, competence, staffing and other professional qualifications necessary for more than satisfactory performance of the services required and that (b) awarding the contract to Netcor Design Systems, Inc. is justified based on the scope of services available, its unique skills, staffing levels, timing, prior experience, past working relationship and other factors.

NOW, THEREFORE, the City Council of the City of Sausalito does hereby resolve as follows:

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1. The attached Professional Services Agreement with Netcor Design Systems, Inc. for the required Design and Production of Bid Documents and Bidding and Negotiation assistance for the Project for a Lump Sum of \$22,000 (TWENTY-TWO THOUSAND DOLLARS) is hereby approved.
2. The City Manager is authorized to execute said Professional Services Agreement on behalf of the City.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Sausalito on the 6th day of October, 2009, by the following vote:

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

Mayor, City of Sausalito

ATTEST:

City Clerk

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**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 NETCOR Design Systems, Inc. (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 as Design and Documentation, and Bidding and Negotiation 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 **Richard Cummings, RCDD**. 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 the Lump Sum amount of **TWENTY-TWO THOUSAND DOLLARS (\$22,000)** which includes Consultant's reimbursable expenses and markup. Consultant acknowledges and agrees that the compensation to be paid to Consultant under this Section 4 represents the full amount due and owing to Consultant in connection with performance of the Work.

Section 5. Amendments.

In the event City desires to retain Consultant for the performance of additional services, or wishes to delete any services in connection with this Agreement, specifications of such changes and adjustments to compensation due Consultant therefore shall be made only by written and signed amendment to this Agreement.

Section 6. Independent Contractor - Subcontractors.

It is specifically understood and agreed that in the making and performance of this Agreement, Consultant is an independent contractor and is not and shall not be construed to be an employee, common law employee, agent or servant of City. The consultant shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. Consultant acknowledges and agrees that he/she is not entitled to the benefits of civil service status and/or the rights and privileges enjoyed by civil service employees and Consultant hereby waives any and all claims to such rights and/or privileges.

Section 7. Consultant's Responsibility.

It is understood and agreed that Consultant has the professional skills necessary to perform the Work, and that City relies upon the professional skills of the Consultant to do and perform the Work in a skillful and professional manner in accordance with the standards of the profession. Consultant thus agrees to so perform the Work.

Acceptance by City of the Work, or any of it, does not operate as a release of the Consultant from such professional responsibility. It is further understood and agreed that Consultant has reviewed in detail the scope of the work to be performed under this Agreement and agrees that in his professional judgment, the Work can and shall be completed for a fee within the amounts set forth in Section 3 of this Agreement.

Section 8. Hold Harmless and Indemnification.

Consultant shall indemnify, defend and save City, its officers, elected and appointed officials, employees, contractors and agents harmless from and against any and all liability, claims, suits, actions, damages and/or causes of action of any kind arising out of any bodily injury, personal injury, property damage or in violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of Consultant, or on account of the performance or character of the Work or otherwise related to its performance of this Agreement to the extent that any such liability, claims, suits, actions, damages and/or causes of action arises out of the intentional, negligent or willful misconduct of the Consultant.

Section 9. Insurance.

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

With the exception of professional liability, the liability policy(ies) are to contain, or be endorsed to contain, the following provisions:

The City, its officers, elected and appointed officials, employees, contractors and agents must be named as a Named Insured under the coverage afforded with respect to the work being performed under the Agreement.

Section 10. Nondiscrimination.

There shall be no discrimination against any employee who is employed in the Work, or against any applicant for such employment because of race, religion, color, sex or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 11. City Personnel Conflict of Interest.

No officers, member, or employee of City and no member of the governing body of City who exercises any functions or responsibilities in the review, approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which she is, directly or indirectly interested; nor shall any such officer, member or employee of City have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 12. Consultant Conflict of Interest.

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement, no persons having any such interest shall be employed.

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Section 13. Assignment.

Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of City.

Section 14. Ownership of Documents.

Consultant agrees that all documents produced in the performance of this Agreement shall be the sole property of the City including all rights therein of whatever kind and whether arising from common or civil law or equity. The Work shall be used solely for the project for which it was originally intended.

Section 15. Termination.

City may terminate this Agreement at any time without reason stated or required by giving written notice of the same and specifying the effective date thereof, at least seven calendar days before the effective date of such termination. If the Agreement is terminated by City as provided herein, Consultant shall be paid for all effort and material expended on behalf of the Work under the terms of this Agreement, less any charges against Consultant as otherwise provided herein, up to the effective date of termination, except that upon notification of such termination, Consultant shall immediately cease to undertake any duties under the Agreement not yet underway, and shall limit its further activities up to the effective date of termination to those duties necessary to wind up work then underway.

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

City of Sausalito

Consultant

By: _____
Its: _____

By: _____
Its: _____

approved as to form:

Mary Anne Wagner
City Attorney

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EXHIBIT A
SCOPE OF WORK



August 31, 2009

Mr. Adam Politzer
City Manager
City of Sausalito
42- Litho Street
Sausalito, CA 94965

Regarding: The new Police and Fire Stations

Subject: Proposal #PPS09-019R1 for Low Voltage Infrastructure Due Diligence Review Services

Dear Mr. Politzer:

NETCOR Design Systems, (NDS), is pleased to submit a Description of Services and Proposal for the Design and Construction Administration of the new Police and Fire Stations located on the corner of Johnson and Caledonia Streets in Sausalito, CA Our proposal is based on our meeting of June 10th and subsequent meetings thereafter and review of the preliminary drawings.

Our understanding of your new facilities is as follows:

- a. Fire Department
 - a. Lower Level
 - b. Mazzanine Level
 - c. Upper Level
- b. Police Department
 - a. Lower Level
 - b. Upper Level

SCOPE OF SERVICES

Design and Documentation

- a. Attend four (4) weekly project team meetings throughout the design phase, in order to ascertain Owner requirements, coordinate with other disciplines and review and approve design/construction issues with the Owner.
- b. Assist the The City of Sausalito in the development of a programming document for the IT Infrastructure of the facilities, for issuance to the other engineering disciplines as guidelines moving through the design phase.
- c. Provide other engineering disciplines with pertinent information to support the IT infrastructure, for the purpose of producing design documentation throughout the design phase.

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- d. Provide copper, fiber optic, grounding and pathway riser diagrams indicating sizes, quantities and destinations as required through the design process. All riser diagrams shall indicate new and existing facilities as determined through the design process.
- e. Provide floor plan drawings indicating all voice and data outlet locations to include numbering sequences and distribution methods; i.e. conduit, J-hooks, etc. All pathways shall be dimensioned and coordinated with the other disciplines sharing the same space.
- f. Provide enlarged plans of all telecommunications rooms, equipment rooms and engineering labs as applicable. Drawings shall include all new equipment locations, frame locations, power receptacle requirements (circuiting provided by the Electrical Engineer), racking systems, grounding locations and sizing. All drawings shall provide plan view and sectional views of all walls, racks and pertinent systems to include all dimensions for all new or relocated equipment.
- g. Provide a full set of detailed drawings indicating mounting and support systems and requirements. Details shall include, but are not limited to the following: rack mounting, seismic support systems, ground bus and hardware installation and termination requirements, cable tray mounting and seismic support, J-hook mounting and requirements, cable termination hardware mounting, cable termination requirements, outlet types and configurations, complete fire stop systems details, cable routing practices and requirements, coordination details for installation of non-telecom contractor installed systems such as plywood backboards, conduits, cable trays, etc., manhole butterfly details, duct bank installation requirements, waterproofing requirements and all other pertinent information required for complete telecommunications infrastructure and support systems.
- h. The specifications shall address the following items:
 - ❖ Telecommunications System General Conditions
 - ❖ Telecommunications Outside Plant Support Systems (as required)
 - ❖ Telecommunications Equipment Racks/Cabinets, Distribution Frames and Cable Management Devices
 - ❖ Telecommunications Copper Cabling and Termination
 - ❖ Telecommunications Fiber Optic Cabling and Termination
 - ❖ Telecommunications Copper Cabling for MERA system
 - ❖ Telecommunications Grounding and Bonding
 - ❖ Fire Stop Systems
 - ❖ Telecommunications Cabling Schedules
 - ❖ Testing and Acceptance Requirements
- i. All of the items listed above shall be fully coordinated with all other applicable disciplines for architectural, electrical, mechanical, structural and civil requirements throughout the design process. All drawings shall be provided in AutoCAD Release 2010 format.
- j. This Scope of Work does not address Audio Visual or Security Infrastructure Design, with the exception of IT Infrastructure cabling required to support these systems. These design element can be provided as additional scope, should they be required.

Bidding and Negotiation

- a. Assist Owner's representatives with the selection of qualified Telecommunications Contractors' and Vendors' to bid on the project.
- b. Provide a Request For Proposal document to qualified Telecommunications Contractors to include detailed drawings, specifications, scope of work and pricing breakdown requirements for the completion of the project.

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- c. Conduct a bidder's conference and walk through of the project site, addressing all invited bidders immediate questions.
- d. Address all bidders written requests for information as outlined in the Request for Proposal.
- e. Review all submitted bids for technical compliance and budgetary quality.
- f. Assist Client personnel in the selection of the most qualified Telecommunications Vendors for the project.

Construction Administration Services

- a. Conduct a telecommunications kick-off meeting with Owner's representatives, the General Contractor and the Telecommunications Contractor in order to coordinate responsibilities and scheduling. Develop a telecommunications installation schedule in accordance with the results from the kick-off meeting.
- b. Attend weekly progress meetings in conjunction with the General Contractors Master Schedule, throughout the construction phase of the project and attend conference calls as required. Conduct site visits and provide field observation reports as necessary for each visit, indicating any discrepancies with the overall telecommunications design and/or failure to comply with specifications and drawings.
- c. Review and comment on all required submittals, shop drawings, cable placement schedules and other documentation from the selected Telecommunications Contractor as required in the Telecommunications Specification.
- d. Review and advise on any and all telecommunications related change orders.
- e. Assist Owner's representatives in resolving any telecommunications related disputes, which may arise and review contractor's applications for payment at the request of the Owner's representatives.
- f. Review all as-built drawings, test results and cable documentation for compliance with the requirements as stated in the telecommunications specification prior to acceptance of the specified system. Coordinate the as-builts for issuance to Owner's representatives as indicated in the specification.

FEES AND PAYMENTS

- a. NETCOR Design Systems proposes to provide the above listed telecommunications design services for the following Lump Sum Fee:

DESCRIPTION		FEE
Design & Construction Documents		\$21,000.00
Bidding & Negotiation		\$1,000.00
Construction Administration		\$16000.00
Reimbursable Expenses (estimate)		\$1,000.00
TOTAL Fee		\$39,000.00

- 1. Payments shall be made monthly based on the percentage worked for each phase as indicated in the fee proposal above. NDS offers the option of billing a set fee per month through the 8 month schedule of the project at \$4,750 per month starting in September of 2009. Reimbursable expenses will be billed separately. The Owner

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shall be kept up to date on any anticipated additional services prior to proceeding, for each phase of the project.

2. No deductions shall be made from NDS' compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.
3. If the project is suspended for more than one month or abandoned in whole or in part, NDS shall be paid compensation for services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with reimbursable expenses then due and all terminal expenses resulting from such suspension or abandonment. If the project is resumed after being suspended, NDS' compensation shall be subject to renegotiations.
4. NDS shall bill monthly for services. If the Client objects to any bill submitted, he shall so advise in writing, giving his reasons within 10 days of receipt of such bill. If the Client fails to pay NDS within 60 days after receipt and acceptance of NDS' bill, NDS may, after giving seven days' written notice to the Client, suspend services under this agreement until outstanding bills which have been accepted by the Client have been paid in full.
5. Invoices will be issued monthly on or about the 25th for services performed to date. A final invoice shall be issued when we have completed our services. The net invoice amount shall be due and payable thirty (30) days from the invoice date. Past due accounts will be subject to a late payment charge of 0.0493% per day (18% per annum).

REIMBURSABLE EXPENSES

- a. Reimbursable expenses shall consist of travel, lodging, meals, transportation, plotting, printing, courier and other miscellaneous expenses normally incurred during the design and documentation of a typical project. Reimbursable expenses typically run between 5% and 10% of the design fee for a particular project. All reimbursable expenses as invoiced, shall be accompanied by copies of original invoices and/or in-house electronic tracking documentation for review and approval.

LIABILITY

- a. NDS will prepare design documents in accordance with generally accepted professional practices for the intended use of the project and makes no further warranty either expressed or implied.
- b. NDS has errors and omissions insurance coverage of \$1,000,000. NDS shall only be responsible for the cost of change orders due to their negligent acts, errors, or omissions where the services performed are not in accordance with generally accepted professional practices and if they are not discovered in a timely manner during construction. Any value received by Owner for such change orders shall be deducted from any liability costs to NDS and NDS shall be given the opportunity to negotiate with the job contractors and/or other contractors of NDS' choice on any items that will result in liability cost to NDS prior to the work proceeding. NDS shall not be responsible for any costs that result from concealed conditions or any other conditions that are beyond their control or that they would not reasonably be expected to have considered as part of a normal design process. The total liability shall be limited to the amount of fee actually paid.
- a. NDS shall not be responsible for the means, methods, procedures, technique, or sequences of construction, for safety on the job site or for the contractor's failure to carry out the work in accordance with the Contract Documents.

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OWNERSHIP OF DOCUMENTS

- a. Calculations, drawings, and specifications prepared by NDS shall remain the property of NDS and The City of Sausalito, whether the project for which they are made is executed or not. The documents created by NDS for The City of Sausalito shall not be released to any other disciplines except by agreement in writing from the The City of Sausalito Project Manager to NDS.

We appreciate this opportunity to offer our services for this project. Please call me if you have any questions or require any further clarification.

Sincerely, Authorizing
NETCOR Design Systems, Inc.

Signature



Richard Cummings, RCDD

_____ Date:

cc: file
netcor\proposals\ PPS09-019R1

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