



STAFF REPORT

SAUSALITO CITY COUNCIL

AGENDA TITLE:

Design Development for Replacement of Downtown Public Restrooms

RECOMMENDED ACTIONS:

Adopt a Resolution of the City Council of the City of Sausalito Approving and Authorizing the City Manager to Execute a Professional Services Agreement with Royston Hanamoto Alley & Abey for Design Development of Replacement Downtown Public Restrooms

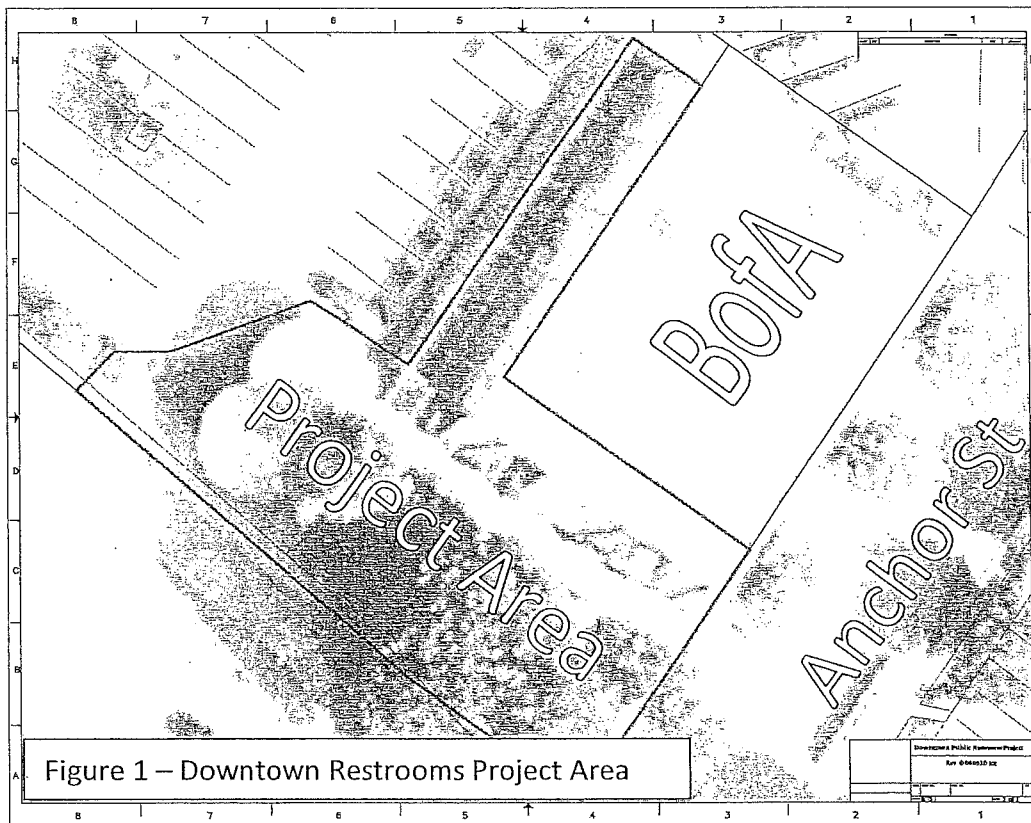
SUMMARY

During the course of its regular meeting of April 21, 2009, Council directed staff to separate the remodeling of the public restrooms element from an accessibility improvements project being developed for the downtown area and to return to Council with a new project to completely replace the public restrooms. On June 15, 2010, Staff recommended retention of Royston Hanamoto Alley & Abey ("RHAA") to provide the design development for the project leveraging their recent experience in public participation and design development for the Bridgeway to Ferry Landing NMTTPP project. After hearing public comment on the item, Council directed that Staff prepare a solicitation for competing proposals for the project. Staff prepared and issued the attached Request for Qualifications ("RFQ") and issued it on October 26, 2010. The RFQ was simultaneously electronically issued to Michael Rex Associates and RHAA, as well as Sausalito Chamber of Commerce Members, Donald K. Olsen, Architect, and Robert W. Hayes Architects. The attached two responses were received – one from RHAA and one from Michael Rex Associates.

Staff has evaluated the proposals and finds both firms/teams to be qualified. As established in Section 3.30.510 of the Sausalito Municipal Code (and reiterated in the RFQ), the proposals have been ranked and on the basis of RHAA's better ranking overall and specifically in the areas of recent relevant experience, proposed methodology, experience of the specific individuals assigned to the project, and proposed level of effort and schedule; Staff recommends that RHAA be awarded the design phase at this time against a budget of \$64,500 which would not be exceeded without subsequent authorization from City Council.

BACKGROUND

In 2005 the City was sued in the matter of Lieber v. City of Sausalito due to alleged violations of Title II of the 1990 Americans with Disabilities Act (ADA) because the City made improvements to the Plaza Viña del Mar without making necessary changes to provide disabled access. The plaintiff alleged (among other things) that the City engaged in the denial of civil rights by not providing public facilities to physically disabled persons. On September 19, 2006, the City Council approved a settlement agreement in the matter. As part of the settlement agreement, the City agreed to make the public restrooms next to Lot 2 compliant with ADA guidelines.



The City hired Architerra-MacRae to prepare plans to retrofit existing improvements to make them compliant with ADA guidelines. Architerra-MacRae had prepared plans to adjust fixtures, partitions, doors, fountains and entrance landings. Initial plans were reviewed by the Historic Landmarks Board and the Planning Commission. Certain adjustments were made by the City to better facilitate accessibility.

The Council’s direction on April 21, 2009 to develop plans for a new facility changed the scope from that Architerra-MacRae had been retained to provide. Staff believes the City would be better served by selecting a firm with team members with a fresh perspective, more oriented to the replacement of the entire bathroom structure, and aware of the public review process challenges involved with that effort. Staff believes RHAA is qualified to do the job.

A replacement for the downtown public restrooms is expected to require a Design Review Permit in conformance with the City's Zoning Ordinance. As a replacement of existing facilities, the project is not expected to require extensive environmental review.

The proposals submitted were evaluated on the basis of the criteria established in Section 3.30.510 of the Sausalito Municipal Code (and reiterated in the RFQ) -- specifically: "Proposals will be evaluated based on a combination of factors that result in the best value to the City, including but not limited to:

- i. Understanding of the work required by the City
- ii. Quality and responsiveness of the proposal
- iii. Demonstrated competence and professional qualifications necessary for satisfactory performance of the work required by the City
- iv. Recent relevant experience in successfully performing similar services to similar clients
- v. Proposed methodology for completing the work
- vi. References
- vii. Background and related experience of the specific individuals to be assigned to the project
- viii. Proposed compensation, rates and the basis of the proposed compensation (e.g., lump sum, time and expenses, reimbursable against a budget, or time and expenses not to exceed, cost plus fixed fee, etc.)
- ix. Proposed level of effort and schedule
- x. Commitment regarding the continuity and level of involvement of key personnel."

The proposals received were ranked on the basis of the above-stated criteria as summarized below:

	<u>Criterion</u>	<u>RHAA</u>	<u>Rex</u>	<u>Note</u>
i.	Understanding of the work	1.5	1.5	Rex did not address
ii.	Quality and responsiveness of the proposal	1	2	
iii.	Demonstrated competence and professional qualifications	1.5	1.5	
iv.	Recent relevant experience	1	2	
v.	Proposed methodology	1	2	
vi.	References	1.5	1.5	
vii.	Experience of the specific individuals assigned	1	2	
viii.	Proposed compensation	2	1	

	<u>Criterion</u>	<u>RHAA</u>	<u>Rex</u>	<u>Note</u>
ix.	Proposed level of effort and schedule	1	2	
x.	Commitment	2	2	Neither addressed
	Gross Rank	14	18	

FISCAL IMPACT

To complete the design development phase of this project RHAA has proposed and Staff supports compensation on a time- and materials-reimbursable basis against a budget of \$64,500 plus an estimated \$2,000 in reimbursable expenses (total \$66,500). Upon approval of the final design, Staff could seek authorization for additional funds as generally outlined in the attached proposal. As needed, the proposal will be revised with necessary back-up determine the estimate to produce final construction documents. Currently the entire design effort by RHAA is estimated to be \$192,000 (including expenses).

The full cost for design and delivery of the Viña Del Mar/Lot 2/Downtown Bathrooms is not known at this time. The adopted FY10 General Capital Projects budget includes \$190,000 for all of the design and construction work for the Viña Del Mar/Lot 2/ Downtown Bathrooms ADA improvements. Approximately \$14,000 has been spent on designs for these project elements this fiscal year to date.

STAFF RECOMMENDATIONS

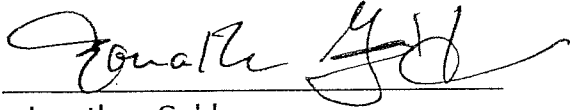
Staff recommends that the City Council:

Adopt a Resolution of the City Council of the City of Sausalito Approving and Authorizing the City Manager to Execute a Professional Services Agreement with Royston Hanamoto Alley & Abey for Design Development of Replacement Downtown Public Restrooms

ATTACHMENTS

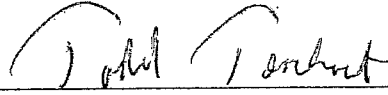
- a) Request for Qualifications dated October 26, 2010
- b) Submittal from Michael Rex Associates
- c) Submittal from RHAA
- d) A Resolution of the City Council of the City of Sausalito Approving and Authorizing the City Manager to Execute a Professional Services Agreement with Royston Hanamoto Alley & Abey for Design Development of Replacement Downtown Public Restrooms (with exhibits)

PREPARED BY:



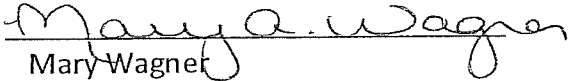
Jonathon Goldman
Director of Public Works

REVIEWED BY:



Todd Teachout
City Engineer

REVIEWED BY:

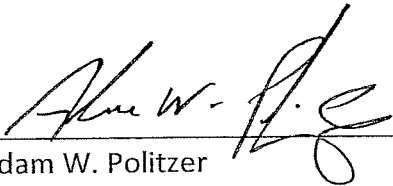


Mary Wagner
City Attorney

REVIEWED BY:

Charlie Francis
Administrative Services Director/Treasurer

SUBMITTED BY:



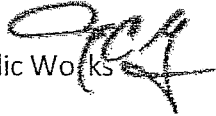
Adam W. Politzer
City Manager

REQUEST FOR QUALIFICATIONS AND RATES
Replacement of Downtown Public Restrooms Project
CITY OF SAUSALITO

Release date: October 26, 2010

Closing date: November 11, 2010

Contact person: Jonathon Goldman, Director of Public Works



DISCUSSION

The City of Sausalito seeks a qualified prime consultant to prepare and acquire necessary approvals from Boards, Commissions and the City Council on concept plans, environmental documents, permits, bid documents and construction cost estimates as well as provide construction support for replacement of the City's Downtown Public Restrooms, located near Anchor on Bridgeway adjacent to the Bank of America branch and Municipal Parking Lot No. 2.

Funding for this project is from the City of Sausalito General Capital Improvement Fund with a total of \$190,000 appropriated this fiscal year. The anticipated scope of services includes the following tasks:

Conceptual Design

- Review project goals, requirements and drawings to date
- Prepare base sheets and confirm survey information
- Prepare rendered landscape site plan
- Prepare plans and elevations for restroom building
- Provide list of civil and mechanical, electrical and plumbing requirements
- Prepare geotechnical study
- Prepare power point presentations and boards for meetings
- Design team coordination meetings (2)
- Client meetings (2)
- Planning Commission / City Council Presentations (2)
- Revise plan to incorporate public and agency comments (4 revisions)

Bid Documents

- Site Layout, Construction and Grading Plans
- Building floor plans, elevations and details
- Planting and Irrigation Plans
- Construction details
- Specifications
- Cost Estimate

- Design team coordination meetings (2)
- Client meetings (2)
- Project management and coordination

Bid Period

- Attend pre-bid meeting
- Respond to RFI's as needed
- Prepare final Conformance Set incorporating bid addendums into plans
- Project management and coordination

Services During Construction

- Attend weekly meetings during construction - subconsultants as needed
- Respond to RFI's as needed
- Review submittals, shop drawings, mock-ups
- Prepare final Conformance Set incorporating bid addendums into plans
- Prepare field observation reports
- Review and comment on change orders
- Generate punch lists for final completion
- Project management and coordination

FORM OF AGREEMENT

The City requires the attached form of agreement for the desired professional services. Consultants desiring to perform the requested services under modifications to the attached form are required to submit their proposed modifications as part of the submittal in response to this RFQ and the substance of the proposed modifications will be considered in evaluating the consultant's responsiveness to this solicitation.


SUBMITTAL IN RESPONSE TO THIS RFQ

Please submit a statement of qualifications, fee schedule and budget estimate for the various elements of the project listed above. The successful consultant will be expected to acquire Planning Commission and City Council approval on the conceptual design by February 1, 2011 and have completed bid documents for issuance by March 1, 2011. The schedule of work must be included in the proposal in order to accomplish the plan deadlines. All tasks and sub-tasks must meet their individual deadlines and overall project deadline.

Cover Letter

A cover letter must be provided transmitting the consultant proposal for consideration. The cover letter must be signed by the person authorized to negotiate a contract for proposed services with the City of Sausalito on behalf of the team. The cover letter must confirm the consultant's willingness to enter into an agreement under the form attached, or indicate the proposed modifications.

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Statement of Qualifications

Identify the principal in charge and proposed project manager for the consultant or prime consultant, as well as the principal in charge of each subconsultant proposed as part of the team. Please list the prime consultant's experience acquiring Sausalito Planning Commission and City Council approval on similar public projects in the last five years. In addition, please list the prime consultant's experience acquiring Planning Commission and City Council approval on similar public projects in the last five years in any Marin County jurisdiction. Please list the construction cost of each such project, the area of structure, the lot or project site area, and the calendar time from concept to project completion as well as the staff time (level of effort) for each similar milestone on the project. Please identify an owner's representative and alternate contact for each project and telephone and email addresses for each.

Rates

Please submit the rate schedule the consultant proposes to be compensated under, as well as the basis for compensation proposed for each project stage as listed above. The City prefers to compensate for Conceptual Design and Bid Document preparation on a Lump Sum basis, but will consider other alternatives.

Format



Proposals are requested electronically in parts of 3 MB or less no later than 5:00 p.m. on November 11, 2010. Please send to jgoldman@ci.sausalito.ca.us and request a delivery receipt. If paper submittals are necessary, please provide three (3) copies of the proposal no later than 5:00 p.m. on November 11, 2010. Proposals should be addressed to Jonathon Goldman, Director of Public Works, City of Sausalito, 420 Litho Street, Sausalito, CA 94965.

Notice

All proposals, whether selected or rejected, become the property of the City of Sausalito upon receipt.

The cost of proposal preparation shall be borne by the consulting firm and shall not be reimbursed by the City of Sausalito.

Proposals must be signed by a person authorized to bind or obligate the prime consultant in order to receive consideration.

SELECTION PROCESS AND AWARD CRITERIA

The City of Sausalito will evaluate all proposals submitted on the basis of the criteria established in Section 3.30.510 of the Sausalito Municipal Code, specifically: "Proposals will be evaluated based on a combination of factors that result in the best value to the City, including but not limited to:

- i. Understanding of the work required by the City
- ii. Quality and responsiveness of the proposal
- iii. Demonstrated competence and professional qualifications necessary for satisfactory performance of the work required by the City
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- ix. Proposed level of effort and schedule
- x. Commitment regarding the continuity and level of involvement of key personnel."

The City reserves the rights to (a) select no consultant and either re-solicit, self-perform, or defer the project, (b) award work on a project element basis and not as a single award encompassing the entire project (e.g., award only the Conceptual Design element).

The City of Sausalito reserves the right to award a contract to the firm that presents the proposal which, in the sole judgment of the City, best serves the community's interest.

The City of Sausalito reserves the right to reject any and all proposals, to waive minor irregularities in proposals, or to negotiate any modifications to the scope, schedule or budget with the successful firm.

SAMPLE AGREEMENT

A sample agreement is attached that includes terms regarding conflict of interest, insurance, indemnification and assignment. The consultant selected to perform the work will be required to comply with these terms.

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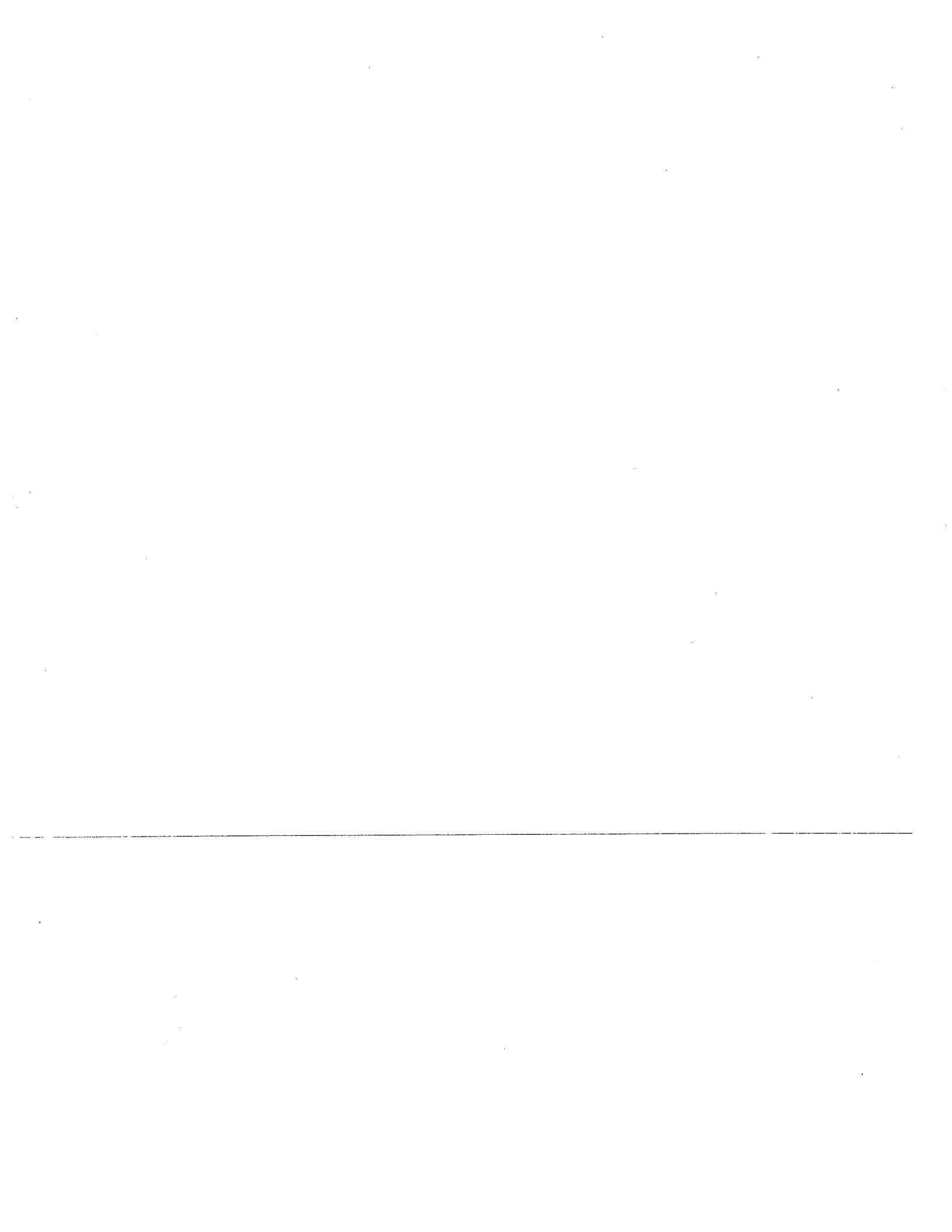


CONTACT

All questions regarding this solicitation shall be directed to:

Jonathon Goldman
Director of Public Works
City of Sausalito
(415) 289-4176
jgoldman@ci.sausalito.ca.us





CITY OF SAUSALITO
SAMPLE PROFESSIONAL/CONSULTING SERVICES AGREEMENT

This **PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Agreement") is made and entered into this ___ day of ___, 2010, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and _____ (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 _____. Consultant represents and warrants that the execution of this Agreement has been approved by Consultant and that person executing this Agreement on behalf of Consultant has the full authority to do so.

Section 3. Work Schedule.

Consultant shall be available to work as many hours as required to complete the Work immediately upon receipt of the signed Agreement from the City and shall complete each task in a timely manner as specified. Consultant shall not be held responsible for delays caused beyond its reasonable control.

~~**Section 4. Compensation.**~~

In consideration of the performance of the Work described in Section 1 pursuant to the schedule set forth in Section 3, Consultant shall be compensated at the rate set forth in Exhibit B which is attached hereto and incorporated herein as though set forth in full. Consultant shall not charge City for any administrative expenses or overhead, including without limitation, facsimile, mileage and other/or any other expenses incurred by Consultant in connection with Consultant's provision of the Work. Consultant acknowledges and agrees that the compensation to be paid to Consultant under this Section 4 represents the full amount due and owing to Consultant in connection with performance of the Work.

Section 5. Amendments.

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

Section 6. Independent Contractor - Subcontractors.

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

Section 7. Consultant's Responsibility.

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

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

Section 8. Hold Harmless and Indemnification.

- (a) To the fullest extent permitted by law (including without limitation, to the extent that they are found to be applicable to this Agreement, California Civil Code Sections 2782 and 2782.6 effective January 1, 2007) Consultant agrees to indemnify, defend and hold City its officers, elected and appointed officials, employees, agents and volunteers harmless from and against any and all liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, but only to the extent resulting from Consultant's or its consultants negligent acts, recklessness, and/or willful misconduct as determined by a court or forum of competent jurisdiction.

(b) To the fullest extent permitted by law and without limitation by the provisions of Section 4 relating to insurance, the Consultant shall also indemnify, defend and hold harmless the City its elected and appointed officials, officers, agents, employees and volunteers from and against all liability (including without limitation all claims, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) resulting from any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Consultant or any of the Consultant's officers, employees, agents, licensees, or subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or subcontractor of the Consultant or its subcontractors, the Consultant shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or appropriate discipline of any responsible employee, agent, licensee or subcontractor. The provisions of this Section survive 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 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 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 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, ancestry, physical disability, medical condition, marital status, age(over 40), or sexual orientation. 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.

Such documents are not intended or represented to be suitable for reuse by CITY or others on extensions of the Project or on any other project. Any such reuse without written verification or adaptation by CONSULTANT and CONSULTANT's Subconsultants, as appropriate, for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's Subcontractors, and CITY shall indemnify and hold harmless CONSULTANT and CONSULTANT's Subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CITY and CONSULTANT.

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

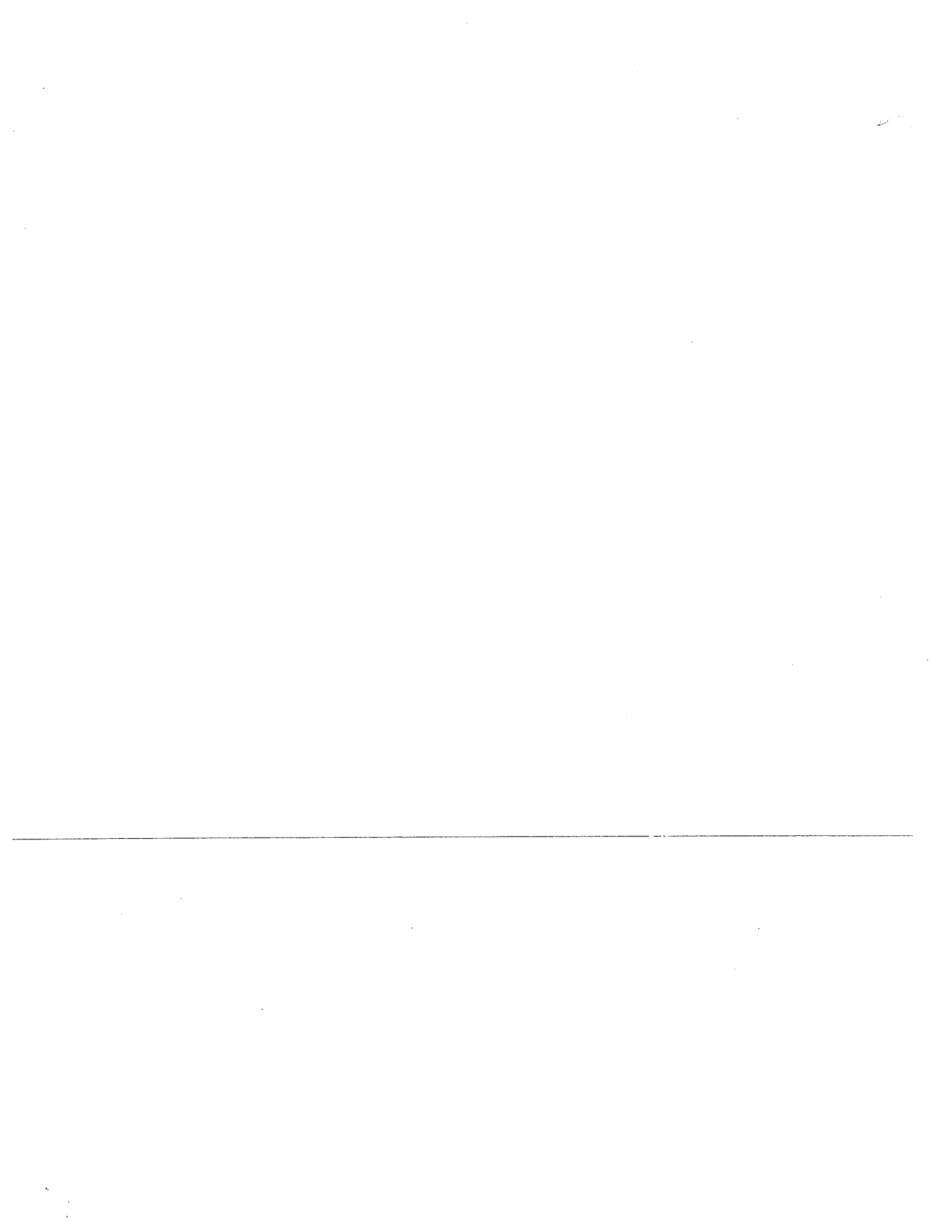
By: Adam W. Politizer
City Manager

By: _____
Its: _____

approved as to form:



Mary Anne Wagner
City Attorney



MICHAEL REX ASSOCIATES
ARCHITECTURE & DESIGN
1750 BRIDGEWAY
SUITE B 211
SAUSALITO
CALIFORNIA 94965
T 415 331 1400
F 415 331 5463
MICHAELREXASSOCIATES.COM

November 11, 2010

City of Sausalito
Public Works Department
420 Litho Street
Sausalito, CA 94965

Attention: Jonathon Goldman, Director of Public Works

**Subject: Response to RFQ from City of Sausalito for Replacement of
Downtown Public Restrooms Project**

Dear Jonathon,

We appreciate the opportunity to present to you our firm's qualifications for the Replacement of the Downtown Public Restrooms Project. Michael Rex Associates (MRA) has a long standing relationship with the City of Sausalito and is well known and respected for not only delivering quality work and services, but for its active participation in the community.

We have reviewed the RFQ scope of work for prime consultant and offer the following in response to the information requested.

Statement of Qualifications

Michael Rex Associates is an architectural firm dedicated to assisting others in attaining their design goals. We seek to enrich people's lives through the creation of environments that are functional, beautiful and enduring. This vision holds true regardless of style, scale or budget. With our staff and clients working together, we enthusiastically strive to produce the best work possible.

Founded in 1983, Michael Rex Associates has the talent to create projects that are well designed and detailed, and the skill to successfully guide them through the permit approval process. Projects encompass a broad range, including: new homes, residential renovations, retail shops, commercial offices, restaurants, mixed-use developments, site planning and custom interiors, lighting and furniture.

We place a strong emphasis on good communications and teamwork, always seeking to keep quality, timing and costs in appropriate balance. To this commitment, we bring our passion and enthusiasm to create the best work we can, along with a sense of humor so we enjoy the process.

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Proposed Project Team

Architect (prime consultant): Michael Rex Associates
1750 Bridgeway, B-211
Sausalito, CA 94965
Ph 415-331-1400
Fx 415-331-5463
Principal: Michael Rex

We anticipate that the project will require the following Project Team Members:

Structural Engineer: Larsen Engineering
200 Gate 5 Road, Suite 206
Sausalito, CA 94965
Ph 415-332-7754
Fx 415-332-5969
Project Engineer: Henry Larsen

Civil Engineer: Carlile-Macy
15 Third Street
Santa Rosa, CA 95401
Ph 707-542-6451
Fx 707-542-5212
Project Engineer: Dave Hanson

Landscape Architect: Carlile-Macy
15 Third Street
Santa Rosa, CA 95401
Ph 707-542-6451
Fx 707-542-5212
Project Engineer: Bill Rinehart

Surveyor: Carlile-Macy
15 Third Street
Santa Rosa, CA 95401
Ph 707-542-6451
Fx 707-542-5212
Contact: Bruce Jarvis

Geotechnical Engineer: Nersi Hemati, P.E, G.E.
3030 Bridgeway, Suite 131
Sausalito, CA 94965
Ph 415-331-3061
Fx 415-331-3062
Contact: Nersi Hemati

Mechanical/
Plumbing Engineer:

Nexus Engineering
1400 Lone Palm, Suite A
Modesto, CA 95351
Ph 209-572-7399
Fx 209-236-1579
Contact: Allen Layman

Electrical Engineer:

Ray E. Slaughter & Associates
3820 Cypress Drive, Suite 1
Petaluma, CA 94954
Ph 707-762-3310
Fx 707-762-3610
Contact: Ray E. Slaughter

Arborist:

Urban Forestry Consultants, Inc.
8 Willow Street
San Rafael, CA 94901
Ph 415-454-4212
Fx 415-454-4218
Contact: Ray Moritz

Utility Design:

Nor-Coast Utility Design
77 Joni Court
Windsor, CA 94592
Ph 707-838-4492
Fx 707-837-8323
Contact: Steve Krinsky

Experience

Michael Rex Associates is well known for its ability to work effectively with Sausalito's Planning Commission, City Council, Building and Public Works Departments, and has a lengthy list of approved projects.

Two recent public projects, similar in scope to the Downtown Public Restrooms Project, that were approved and subsequently constructed are: 1) the Martin Luther King Jr. Fieldhouse which consisted of two Accessible Restrooms, a small Kitchen and Storage Room located at MLK Park, and 2) the Bus Shelter at Bridgeway and Turney Street. To follow is specific information on each of these projects.

RECENT SAUSALITO PUBLIC PROJECTS				
Project	Const. Cost	Bldg. Area	Project Area	Project Duration
MLK Fieldhouse (Rotary Club Sponsored)	\$130K*	370 Sq. Ft.	2700 Sq. Ft.	3/03 - 1/07
Bus Shelter at Bridgeway and Turney St. (Rotary Club Sponsored)	\$30K*	150 Sq. Ft.	150 Sq. Ft.	9/07 - 6/09

*Construction Costs are low since some materials and most of the labor was donated.

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MRA FEES FOR EACH PHASE OF PROJECT		
Phase	MLK Fieldhouse	Bus Shelter Bridgeway & Turney
Conceptual Design	\$19,548	\$16,920
Bid/Documents/Bid Period	\$21,720	\$18,800
Services During Construction	\$ 2,172	\$ 1,800
TOTAL FEE **	\$43,440	\$37,600

**No fee was actually charged, since these projects were Community Service efforts.

OWNER'S REPRESENTATIVE OR CONTACT PERSON			
Project	Contact Name	Phone Number	E-mail Address
MLK Fieldhouse	Bill Rich	415-383-3390	msrcrich@aol.com
Bus Shelter	Todd Teachout	415-289-4111	Tteachout@ci.sausalito.ca.us

MRA Rate Schedule:

Principal	\$195/hour
Senior Associate	\$115/hour
Associate	\$ 90/hour
Administrative	\$ 45/hour

PUBLIC RESTROOMS PROJECT SCHEDULE		
Phase	Time	Compensation
Conceptual Design	4-months	Refer to Project Budget
Bid Documents/Bid Period	3-months	Refer to Project Budget
Bid Period	1-month	Refer to Project Budget
Services During Construction	6-months	Refer to Project Budget
TOTAL	14-months*	

*After final determination of the project location.

MICHAEL REX ASSOCIATES

ARCHITECTURE & DESIGN
 1750 BRIDGEWAY
 S A U S A L I T O
 CALIFORNIA 94965
 T 415 331 1400
 F 415 331 5463
 WWW.REXASSOC.COM

PROJECT BUDGET
AT PHASE I OF THE ARCHITECT'S SERVICES

PROJECT: SAUSALITO DOWNTOWN RESTROOMS

DATE: 11/11/2010

CONSTRUCTION COST	Building		Unit Cost/Sq. Ft.		Projected Costs	
			Low	High	Low	High
	Restrooms Bldg.	450 Sq.Ft.	\$350	\$450	\$157,500	\$202,500
		0 0 Sq.Ft.	\$0	\$0	\$0	\$0
		0 0 Sq.Ft.	\$0	\$0	\$0	\$0
	Building Subtotal				\$157,500	\$202,500
	Site Work					
	Landscaping (including hardscape)				\$50,000	\$75,000
	Swimming Pool				\$0	\$0
	Spa				\$0	\$0
	Site Work Subtotal				\$50,000	\$75,000
BUILDING AND SITE WORK COST PROJECTION					\$207,500	\$277,500

PROFESSIONAL FEES		Percentage	Projected Fees	
		of construction cost	Low	High
	Architect: 12% to 18% (of Building Cost)	15.0%	\$23,625	\$30,375
	Structural: 2% to 3% (of Building Cost)	2.5%	\$3,938	\$5,063
	Landscape Architect: 10 to 12% (of Site Work cost)	11.0%	\$5,500	\$8,250
	Soils Engineer	--	\$2,500	\$2,500
	Surveyor	--	\$2,500	\$3,500
	Civil Engineer	--	\$3,000	\$5,000
	Electrical Engineer	--	\$3,000	\$5,000
	Mech/Plumb Engineer	--	\$5,000	\$7,000
	Utility Engineer	--	\$3,000	\$5,000
PROFESSIONAL FEES PROJECTION			\$52,063	\$71,688

PERMITS & FEES PROJECTION	\$0	\$0
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TOTAL BUDGETED EXPENDITURE	\$259,563	\$349,188
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NOTES:

- Actual construction cost cannot be known at this time. Probable costs will be updated as the project is further defined.
- This analysis is for the purpose of determining a projected budget only. Its conclusions are based on estimated values from limited information known at the time of its preparation and may not accurately reflect the actual project costs that will be determined in the future.
- Items not included in budget above are as follows: Interior Designer services, Audio/Video/Lighting Consultant, Furniture (Carpet is included.), Art, Window coverings, Land cost, interest or financing, holding costs, relocation rental.

APPROVED BY CLIENTS

DATE:

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PROJECTED ARCHITECTURAL FEE
LOW PROJECTION

11/11/2010

Phase I: Existing Conditions/Program Development (5% of total fee)		
TASK	Percentage of Phase	Fee
a) Existing Conditions	50%	\$591
b) Code Analysis	30%	\$354
b) Program	20%	\$236
Phase I Fee		\$1,181

Phase II: Design (35% of total fee)		
TASK	Percentage of Phase	Fee
a) Schematic	15%	\$1,240
b) Preliminary	20%	\$1,654
c) Cost Estimate	5%	\$413
d) Government Approval	20%	\$1,654
e) Design Development	40%	\$3,308
Phase II Fee		\$8,269

Phase III: Construction Documents (50% of total fee)		
TASK	Percentage of Phase	Fee
a) Permit Set	60%	\$7,088
b) Construction Set	40%	\$4,725
Phase III Fee		\$11,813

Phase IV: Construction Administration (10% of total fee)		
TASK	Percentage of Phase	Fee
a) Construction Administration	100%	\$2,363
Phase IV Fee		\$2,363

TOTAL ARCHITECTURAL FEE	-	\$ 23,625
LOW PROJECTION		

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**PROJECTED ARCHITECTURAL FEE
HIGH PROJECTION**

11/11/2010

Phase I: Existing Conditions/Program Development (5% of total fee)		
TASK	Percentage of Phase	Fee
a) Existing Conditions	50%	\$759
b) Code Analysis	30%	\$456
b) Program	20%	\$304
Phase I Fee		\$1,519

Phase II: Design (35% of total fee)		
TASK	Percentage of Phase	Fee
a) Schematic	15%	\$1,595
b) Preliminary	20%	\$2,126
c) Cost Estimate	5%	\$532
d) Government Approval	20%	\$2,126
e) Design Development	40%	\$4,253
Phase II Fee		\$10,631

Phase III: Construction Documents (50% of total fee)		
TASK	Percentage of Phase	Fee
a) Permit Set	60%	\$9,113
b) Construction Set	40%	\$6,075
Phase III Fee		\$15,188

Phase IV: Construction Administration (10% of total fee)		
TASK	Percentage of Phase	Fee
a) Construction Administration	100%	\$3,038
Phase IV Fee		\$3,038

TOTAL ARCHITECTURAL FEE HIGH PROJECTION	-	\$ 30,375
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Form of Agreement

Michael Rex Associates would like to propose the following modifications be made to the "Agreement for Services" included in the RFQ.

Section 4 – Compensation

Reimbursements: In addition to compensation for services, the Architect shall be reimbursed for charges directly attributable to the Project. Reimbursement items without a mark-up include outside reproduction work, telephone and fax calls, bridge tolls, parking, mileage and postage.

Section 9 – Insurance

Consultants insurance is limited to the following:

Errors and Omissions - \$1,000,000 each claim/aggregate

General Liability - \$1,000,000 single limit

Automobile Liability - \$350,000 single limit

For further information plus photos of some of our projects, please visit our web site at www.rexassoc.com.

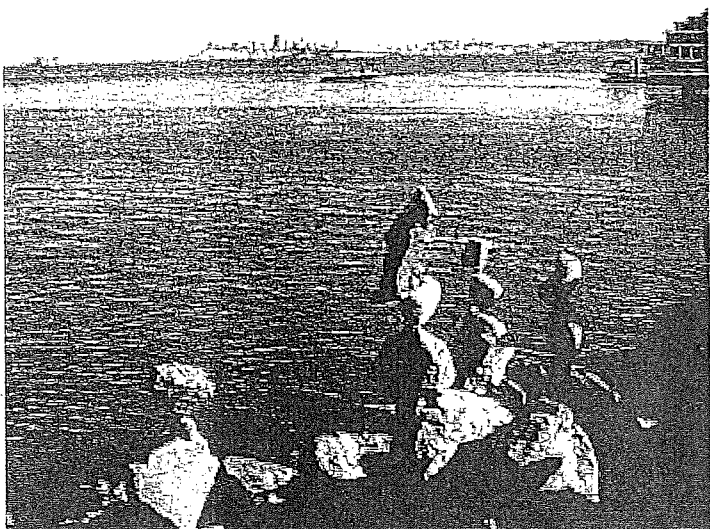
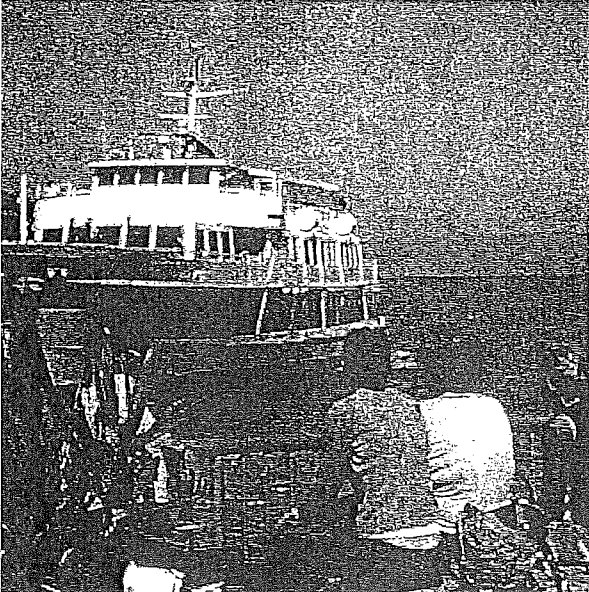
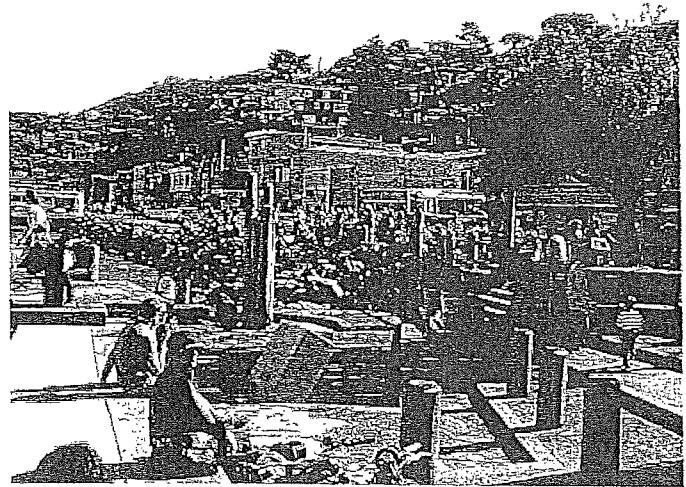
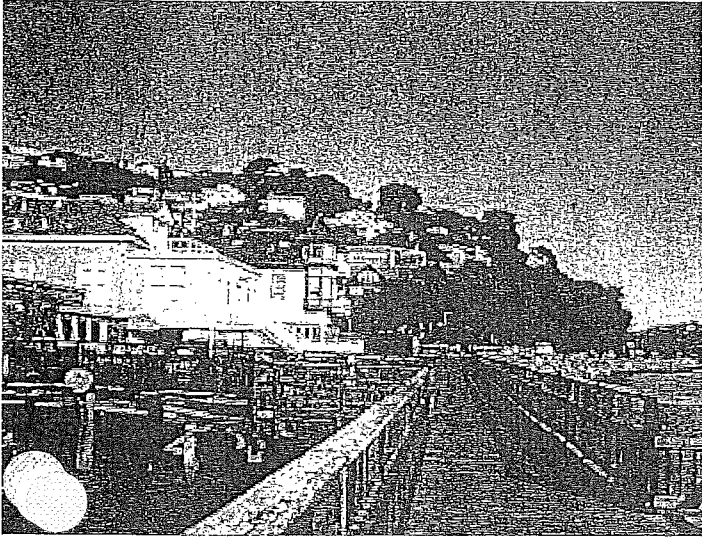
Thank you for considering our firm.

Sincerely,



Michael Rex, Architect

City of Sausalito Replacement of Downtown Public Restrooms



R H A A

Proposal
November 11, 2010

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R H A A

Table of Contents

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1	Firm Profiles
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September 10, 2010

Mr. Jonathon Goldman, Director of Public Works
City of Sausalito
420 Litch Street
Sausalito, CA 94965

RE: Sausalito Downtown Public Restrooms

Dear Mr. Goldman,

It is a pleasure to submit our proposal for the Replacement of the Downtown Public Restrooms. RHAA has a long history of successful urban projects in Marin County, including work in the immediate area of this proposal. We are a Mill Valley based firm with over 52-years of experience in the development of park and recreation projects around the world and bring both a depth of experience and local knowledge to the project.

We are excited by the opportunity to assist the City with this project. It is more than just a restroom replacement. The location and use of the site makes the project integral to the identity and character of downtown Sausalito. The project has the potential to become an amenity for the local community and visitors. We see the holistic analysis of the restroom, along with the adjacent plaza and parking lot, as integral to the success of this project.

Sausalito is a community with an active citizenship who care deeply about the nature and character of their downtown. The challenge of the project is to develop an understanding of the constraints while building consensus and support for change. We are recognized leaders in consensus building on difficult projects and have proven experience in leading public outreach to achieve agreement between divergent groups.

I would act as Principal-in-Charge and lead designer for the project. Assisting me would be an RHAA team with strong experience in trail and waterfront design and implementation. We are a firm of 35 people and have the resources to handle a project of this scope. In addition, our subconsultants were chosen for their experience with projects of this nature and their proven working relationship with RHAA.

We are cost conscious, always considering the cost repercussions of design while allowing ourselves to dream big. Our approach is to look at this project holistically, including time to understand the context. We are flexible in our approach and will work with you to refine our approach, scope and design as needed in order to meet the City's vision for the project.

Our mission is to create beautiful environments that enhance the communities in which they exist. We create memorable places that engage all the senses, create opportunities for education and recreation, and serve as the symbolic 'hearts' for their communities.

We have reviewed the Sample Professional/Consulting Services Agreement and are willing to enter into an agreement with the City under these terms. If you would like additional information on our firm, please don't hesitate to give us a call.

Sincerely,



Luella King
Principal

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For more than 50 years, Royston Hanamoto Alley & Abey (RHAA) has maintained a commitment to creating places that enrich the fabric of their communities. Whether working in the heart of a city or in a pristine natural environment, the firm strives to find the spirit of the place and weave together history, nature, human relationships, stories, art, environment and culture to create unique and beautiful landscapes.

RHAA is a 35-person firm with offices in Mill Valley and San Francisco. The size of the firm and its philosophy of active principal involvement on projects allow us to provide boutique design services with the resources of a much larger firm. Staff allocation remains flexible in order to be able to meet the needs of diverse clients at all times.

A firm is defined by the people that work for it, and all of the firm's principals and staff have a passion for their work. The open, collaborative spirit of the office encourages everyone to be a part of all projects. This energy carries through to the collaborative philosophy we have with our clients.

The practice of the firm, both in the United States and abroad, encompasses all aspects of landscape architecture and planning. RHAA has also developed particular expertise in working with local, State and Federal agencies and their staff, in conducting public meetings and community workshops, in managing multi-disciplinary teams, in meeting construction budgets and management requirements, and in preparing construction documents.

Business Type: Landscape Architects

Legal Status: RHAA is a California corporation in business since 1958.

Projects Completed: Approximately 3,200 projects

Company Address:	MILL VALLEY	SAN FRANCISCO
	225 Miller Ave.	323 Geary St., Ste 602
	Mill Valley, CA 94941	San Francisco, CA 94102
	415.383.7900	415.861.7900
	415.383.1433 fax	415.861.7908 fax
	mvstudio@rhaa.com	sfstudio@rhaa.com

Contact: Manuela King
Principal in Charge
415.383.7900
manuela@rhaa.com



Structural/Architectural

Endres Ware transcends the traditional boundaries between architecture and engineering, designing buildings whose craft and detail spring from an intimate understanding of materials and fabrication. The architecture they create conveys a sense of place, and a deep connection between structure and space.

Endres Ware is an award-winning structural design firm that seeks to bridge the traditional boundaries between architecture and structural engineering. Projects are considered not only functional spaces, but works of art, created in concert with our client's desired performance criteria, available budget and aesthetic aspirations. From inception, each project is a collaboration with the client. Our team works with the materials, light and space, and elements of construction to infuse a client's creative ideas with the technical innovation to make their ideas reality. We carefully consider all details to convey a sense of what the building is made of, those who have crafted it, and the community it is destined to serve. It is this human touch and scale that makes our buildings enjoyable places to stop, to sit, or just to be.

Since its founding in 1995, Endres Ware has built its reputation upon creative, on-time and on-budget civic projects ranging from pedestrian bridges to public park facilities and mixed-use community centers. The studio has collaborated with landscape architects on park planning and design projects, providing structural engineering and architecture for park restrooms, picnic shelters, water features, water play areas, bicycle and pedestrian paths. Endres Ware provided architecture and structural engineering for San Mateo Shoreline Parks and for the Doyle Hollis Park in Emeryville. Both projects earned awards for excellence in planning and innovation.

Endres Ware is committed to providing leadership in sustainable design practices, and integrating sustainable measures into park planning and design. The Woodall Rodgers Park in Dallas, Texas, is currently being designed under LEED Silver certification guidelines, and the restrooms for Doyle Hollis Park in Emeryville, California contain a unique green screen, green roof, and greywater system. The team also provided structural engineering for a LEED Platinum rated 5500 sq ft community center located in Yountville, California.

Endres Ware's Vision: to provide clients with excellent service, to bring clients high quality designs, to offer clients creative design solutions, and to care for the environment.

Civil Engineering

Firm Background

SANDIS is a professional services firm specializing in civil engineering, land surveying and planning. Established in California in 1965, SANDIS has provided professional services for hundreds of civic facilities including parks and recreation centers, open spaces, community centers, libraries, fire stations, government centers and streetscapes.

Engineering Services

Site Layout; Grading and Drainage Plans; Utility Plans; Road Improvements; Drainage/Flood Studies; Creek Improvements; Storm Water Pollution Prevention Permit (SWPPP); NPDES Compliance; Construction Erosion Control Plan; Post Construction Erosion Control Plan; Storm Water Quality Control Plan; Regional Water Quality Control Board Coordination; Hydronic Heating Lines Alignment and Routing; Chilled Water Alignment and Routing; Gas Lines Alignment and Routing; Steam Lines Alignment and Routing; Electrical System Alignment and Routing; Telecommunications Lines Alignment and Routing; Cost Estimating; Bidding and Permitting Services; Construction Administration; Preparation of Record Drawings; and Plan Checking/Peer Review.

Subconsultant Profiles



Lefler Engineers

Mechanical / Plumbing

Lefler Engineering was established in September 1978. Lefler Engineering Inc. is a mechanical engineering consulting firm that provides Heating, Ventilating, Air Conditioning, Plumbing, and Fire Protection design services for many different types of buildings. Our office designs jobs ranging from 1000 square feet up to 600,000 square feet. Annually our office designs approximately 10 million dollars worth of construction. Our corporation employs two (2) licensed and three (3) degreed mechanical engineers, one (1) designer/drafter, and two (2) drafters. Currently Lefler Engineering, Inc. is licensed to do work in California, Hawaii, Oregon, Washington, Michigan, Texas, and Arizona.

Lefler Engineering, Inc. is committed to providing quality services for reasonable consulting fees. Our office always places a major emphasis on meeting job deadlines. The philosophy of our company is to design mechanical systems which are energy efficient, long lasting, and also cost effective from an initial cost standpoint. All jobs done by our office have direct and continuous participation by at least one principal.

O'Mahony & Myer

Electrical

O'Mahony & Myer is a 26-person electrical engineering and lighting design firm specializing in civic, industrial, educational, institutional, and commercial electrical engineering and lighting design. Located in San Rafael, California, and founded in 1979, the firm has designed the electrical and lighting systems for scores of city parks, plazas and public facilities with projects similar in scope and size to the proposed Sausalito Downtown Public Restrooms project. We are particularly adept at managing light pollution and light trespass, common issues with exterior lighting of public facilities, such as public restrooms.

Rockridge Geotechnical, Inc.

Geotechnical Engineering

Established in 2006, Rockridge Geotechnical (RG) is an independent privately-owned geotechnical consulting firm located in Oakland. RG is a certified Small Business in the State of California, as well as a Small Local Business Enterprise in the City of Oakland and a Small Local Emerging Business in Alameda County.

RG provides a full range of geotechnical services to a broad spectrum of public and private-sector clients. With over 55 years of experience, our Principals have provided economical and effective foundation solutions for several hundred structures supported on the widely varying subsurface conditions throughout the San Francisco Bay Area. RG has performed geotechnical investigations and geologic hazard evaluations for a wide variety of projects, including roadways and utilities, public, charter, and private schools, retail, commercial, and residential developments, reservoirs, quarries, and seismic retrofits of existing structures.

Subconsultant Profiles



Cromb Associates

Cost Estimation

Cromb Associates is an established professional company of Construction Cost Advisors offering a wide spectrum of financial expertise tailored to suit individual client's needs.

The company specializes in construction cost estimating concurrently with value engineering; alternate material selection and cost control; document review, plan check, loan monitoring and inspection services; claims analysis, change order review and negotiations; scheduling and construction management from inception to completion of projects.

Cromb Associates retains a full complement of professional expertise comprising Quantity Surveyors, Mechanical and Electrical Engineers, Construction Managers, and Claims Analysts, all dedicated to providing the highest quality of work within the desired time frame.

Known for their accuracy in estimating, Cromb and Associates is confident that you will find their professional services and quality of work to be of the highest standard.

Environmental (Landscape Architecture)

is an employee-owned firm that has offered its clients professional excellence, reliability and continuity since 1976. Presently the firm has a staff of 230, with ten offices located in California and one in Colorado. We provide services in the following disciplines:

- **Environmental Analysis** has been the cornerstone of LSA's professional practice and continues as one of the firm's key practice areas. LSA's environmental staff includes expert practitioners of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA); we have prepared over 3,400 Environmental Impact Reports (EIRs) and Environmental Impact Statements (EISs) since our firm's founding in 1976 with numerous CEQA documents for trails throughout the State.
- **LSA Natural Resources** staff is known for expertise in the evaluation, management, and restoration of biological resources. Our staff of scientists prepares biological resource inventories, constraints analyses, and impact assessments. Our extensive experience in wetland analysis, special status species evaluation, and environmental permitting is respected by both clients and regulatory agency staff. LSA designs habitat restoration plans and mitigation banks, implements and monitors revegetation programs, and coordinates with multiple agencies on complex biological and wetlands permitting issues.
- **LSA Community/Resource Planning** services include consultation and technical assistance related to parks, recreation and trails for public entities, private developers, and community groups. These activities include park and recreation master plans, demand analyses, equestrian/bicycle trail master plans, open space plans, resource management plans, public involvement, visual and aesthetic assessments, permit processing and entitlement assistance. We often team in planning efforts to assess site resources to determine appropriate uses for public access, parks, open space, and trail improvement projects.

4C
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City of Sausalito

Royston Hanamoto Alley & Abey Landscape Architecture

Manuela King, ASLA, LEED AP, Principal in Charge
Jacob Millard, LEED AP, Project Manager

Endres Ware

Sandis

Lefler Engineers

O'Mahony & Myer

Cromb Associates

Environmental Analysis

Laura Lafler, Principal Environmental Planner
Shonna Giller, Senior Planner

RESOURCE
CONSULTANT

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Project Understanding & Approach

Sausalito has a charming downtown that is a destination for local, national and international visitors. The restroom replacement building is in a highly visible location in the heart of the waterfront downtown area. While it seems that replacing a restroom building is a simple task, in this case many factors come into play that make the project more important and complex than would be expected.

The relationship of the restroom to the adjacent plaza and parking area must be considered in the design and planning. Sausalito feels the impact of increasing bicycle traffic over the past few years. Bicycle circulation and parking is a key issue in the redevelopment of the downtown. Recently the plaza has been used for expanded bicycle parking. The future design of the plaza and the restroom should study the opportunities for integration of these uses. Can the plaza and restroom location be more effective in creating a positive outdoor area? Are there other services that can be included in the new building that would help to support visitor functions? How does the urban design of the immediate context drive the future decisions for the restroom?

Experience

With more than 50 years of urban planning, design and construction experience, RHAA brings a multitude of expertise on all levels to the project. We are uniquely qualified to lead this project because we excel at "big picture" design thinking, as well as nuts-and-bolts problem-solving, project management and construction implementation. Our recent work on the Bridgeway Ferry Connection Study has given us a deep understanding of the immediate needs of the area.

Vision

We believe that this project can capitalize on its central location and provide a sustainable, safe public building that is integrated into its context. We think there may be opportunities to incorporate interpretation, seating, lighting, repaving, planting and sustainability in a holistic, thoughtful plan. Together with the City, our team of qualified experts in architecture, engineering and landscape architecture will study and evaluate the key issues and carefully collate all relevant data for presentation to the City and Community. With all of this critical information in hand, we will work with you to envision an appropriate program and design solution.

Part of our approach will be to work with the City and key user groups to determine the issues. Through this process we will analyze site capacity and overlay it with a more holistic view of the community. Our experience with public processes has taught us that meeting with key stake holders and user groups helps build consensus and produces a more thoughtful vision for the project.

We are also experts at making dreams become reality. We enjoy studying the details and solving the specific problems of each project we do. Our design team will carefully think through the issues and will work together to find viable, affordable solutions that the City can implement.

Sustainability

We are strong believers in a sustainable future. We believe any project, regardless of its size, is most successful if the planning incorporates sustainable design thinking. We recently completed the design of a public restroom facility that is seeking LEED Gold certification.

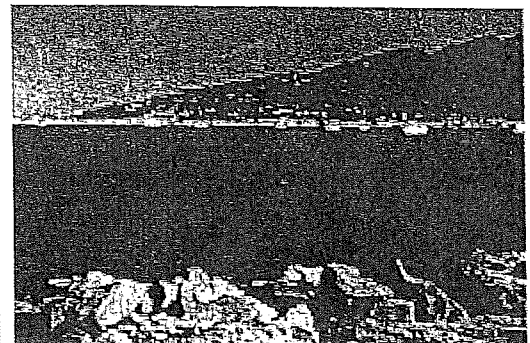
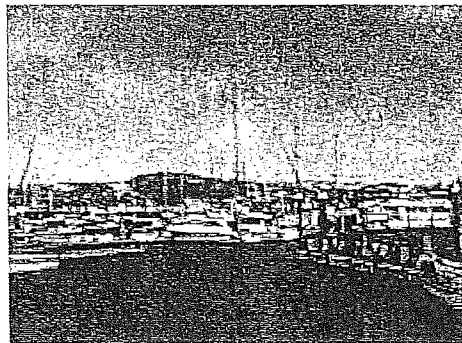
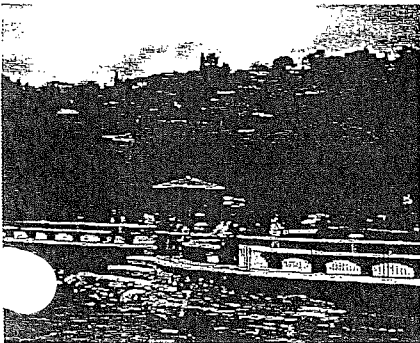
Economic Viability

On all our projects, economic viability is key. The design must be sized appropriately to accommodate the public needs, but within the City's budget.

Challenges

We see some distinct challenges to the project that we feel you will face. The first is to ensure a holistic vision for the project. It is easy to imagine replacing the restroom building with something of a similar size in the same location. What is more difficult to do is a broad, high-level picture of the highest and best use of the area. How will it best serve the needs of the visitors both now and in the future? What will make it economically and environmentally sustainable?

The second challenge on this project is to work with the community and stakeholders to help them embrace this common vision. Identifying the key players, structuring the process to include them at key points and helping them to support the big picture idea are a few of the areas of expertise of our team. We understand the sensitivity required to work with varying points of view, and we will help the City to ensure that the final design meets the needs of the City while accommodating the desires of the community.



Methodology

A. Design Phase

1. Review existing site conditions and proposed plan
2. Meet with City to review site issues, program and desires
3. Meet with key stakeholders in public meeting to review site issues, program, desires (optional meeting)
4. Prepare site base plan
5. Prepare building design concept options and supporting graphics to explain concepts
6. Review design options with City
7. Review design options with key stakeholders in public meeting (optional meeting)
8. Review design options with Planning Commission (informal review)
9. Review design options with City Council (informal review)
10. Prepare final schematic design package including illustrative plan
11. Review final design with City
12. Review design options with key stakeholders in public meeting (optional meeting)
13. Review final design with Planning Commission (formal review)
14. Review final design with City Council for approval (formal review)
15. Meet with City to review final approach to preparing construction documents

Deliverables: Rendered Schematic Design Package with site plan, building plans, building elevations

B. Construction Documents Phase

1. Prepare the following documents:
 - a. Site Layout and Construction Plan
 - b. Site Grading Plan
 - c. Site Planting Plan
 - d. Building Floor Plans
 - e. Building Elevations
 - f. MEP Plans
 - g. Construction Details
 - h. Specifications

Deliverables: Construction Documents, Specifications

Statement of Qualifications

RHAA has been involved in a number of projects in Marin County in the past 5 years. The majority of these projects involved extensive public outreach. RHAA has extensive experience in working with multiple City and County agencies on public projects. Our work has included collaboration with the City of Sausalito's Planning Commission and Design Review Board, City of Larkspur Park and Rec Commission and City Council, City of San Rafael City Council and Design Review Board, SMART Board of Directors, Marin County Board of Supervisors, Marin County Parks and Open Space Commission and many others agencies and divisions from other jurisdictions within Marin County.

One of our Principals is a member of the Mill Valley Park and Rec Commission. The following section highlights our local experience.



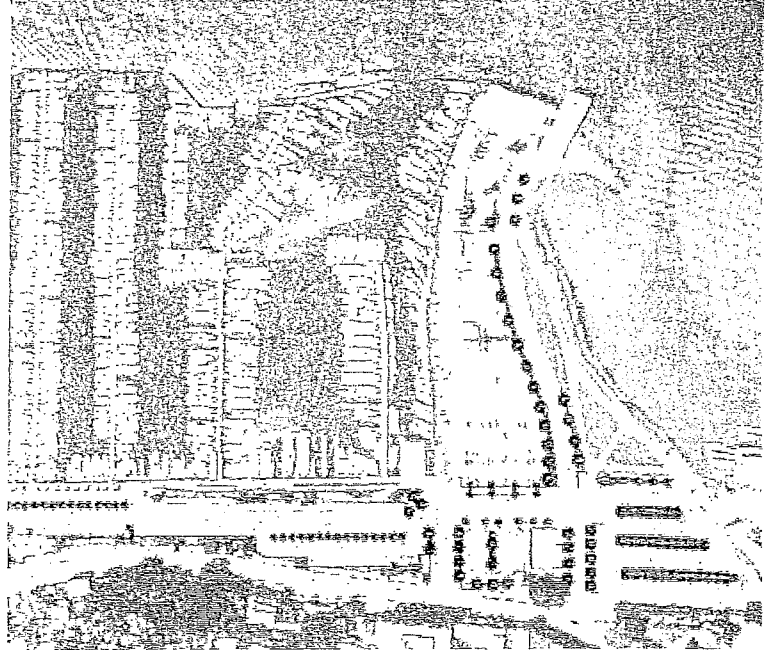
Sausalito Bridgeway to Ferry Landing Study

City of Sausalito, California

Project Description

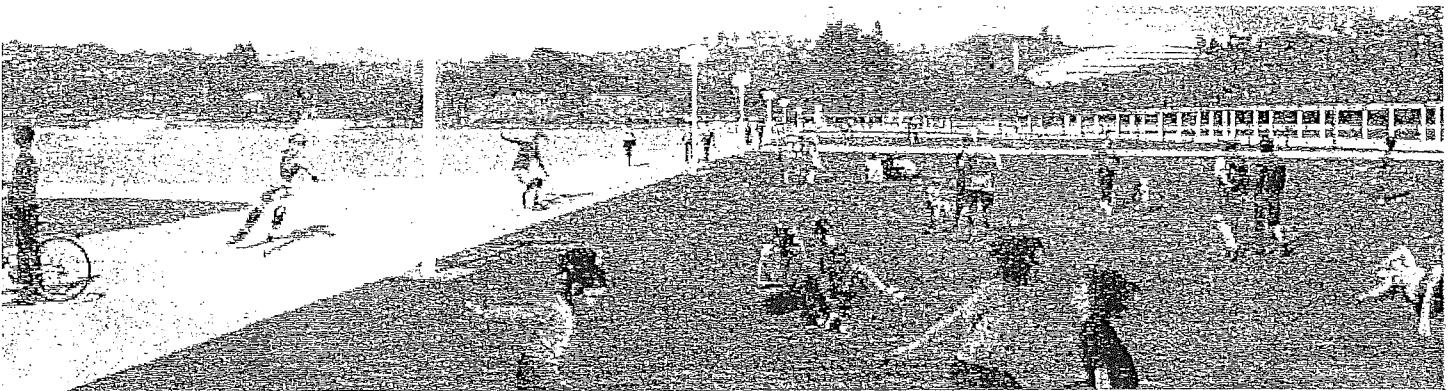
RHAA is working with the City of Sausalito to study options for developing a bicycle-pedestrian connection between the Ferry Landing and downtown. Included in the study are parking lot analyses, a waterfront bicycle/pedestrian promenade, streetscape improvements and development of the downtown transit station for tourist buses and Golden Gate Transit. Improvements will help to complete non-motorized improvements to facilitate commuters who choose travel via bicycle and ferry.

Todd Teachout
City Engineer
City of Sausalito
415.289.4111
t teachout@ci.sausalito.ca.us



N/A

Marin Civic Center



The vision for the Marin Civic Center is that it be developed anew as a cultural and community center to reflect the area's distinctive character, natural beauty, architectural heritage, and commitment to civic and cultural life. As Lead Sub-Consultant to Prime Architect Mark Cavagnero Associates, RHAA is responsible for guiding the site-related elements of the master planning process. We will develop concepts for the Master Plan including a new landscape architectural framework, sustainable landscape design principles, and the identification and evaluation of development sites. Potential program features include an outdoor theater / performance area, infrastructure to support a variety of events including a Farmers' Market and the Marin County Fair, an interpretive walk and an outdoor plaza with a cafe.

Jim Farley
Deputy Director
Marin Center
10 Avenue of the Flags
San Rafael, CA 94903
415.499.6400
jfarley@co.marin.ca.us

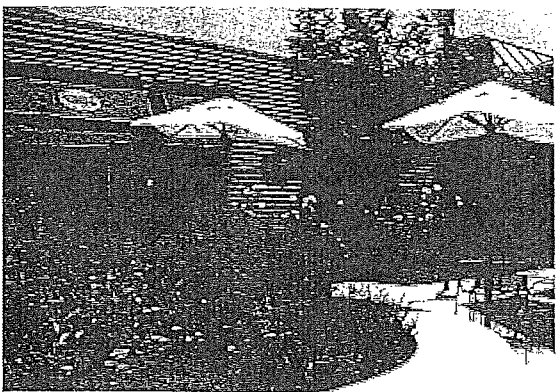
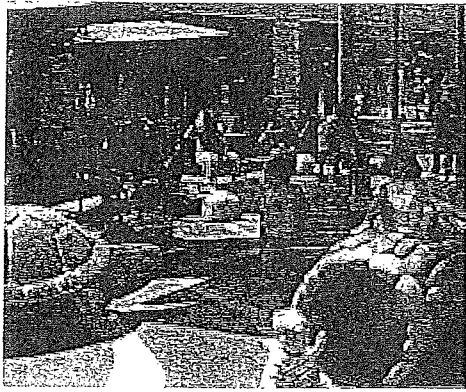
Project Value
\$140 Million

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Village at Corte Madera

Corte Madera, California



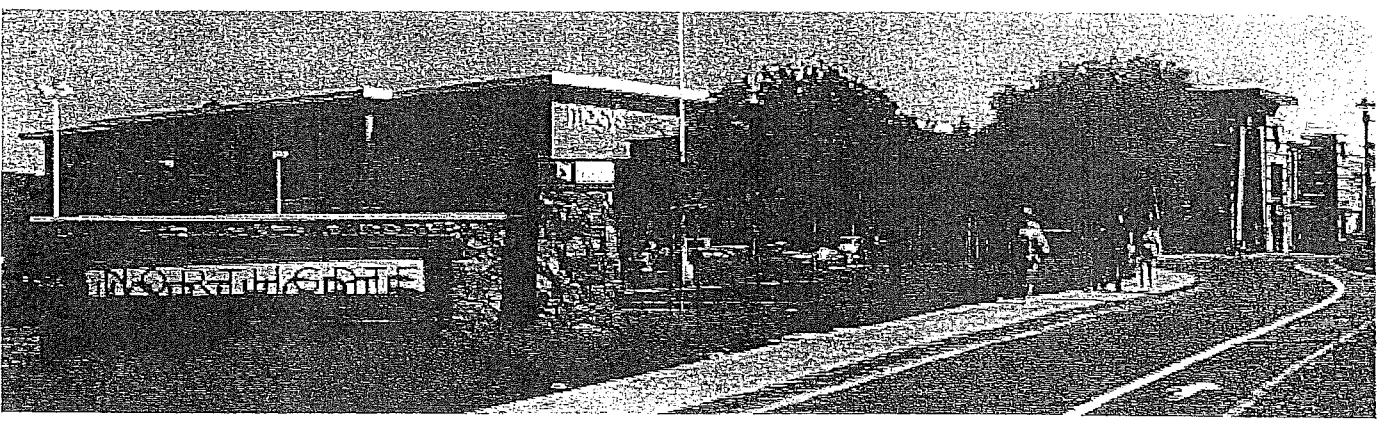
RHAA was given the challenge of updating an existing high-end shopping mall in Marin County. The 32-acre retail center needed a contemporary renovation to include new planting and paving plans, the redesign of circulation corridors, and the rethinking of the major gathering and entry spaces at the mall. The design team will see the project through schematic design and has provided a variety of services including a tree health assessment for identifying existing thriving trees and for making recommendations on tree removal. Working closely with the architects, the landscape plan works to reinforce the architectural updates and support a master plan for possible future expansion.

Timothy Murphy
MACERICH
310.394.6000
401 Wilshire Blvd., #700
Santa Monica, CA 90401

\$3 Million

Northgate Mall

Northgate, California



The renovation at the Northgate Mall will create a modern shopping destination that is reflective of the Marin lifestyle. Indoor - outdoor space relationships will be enhanced through the creation of gardens, outdoor gathering places and dining areas. Incorporating elements of Napa and Sonoma style will further enhance this lifestyle experience. In addition to creating a new center of community activity the Northgate Mall incorporates a new amenity, a landscaped Promenade around the property; this will connect the mall to key elements of the community through a much used regional bike network.

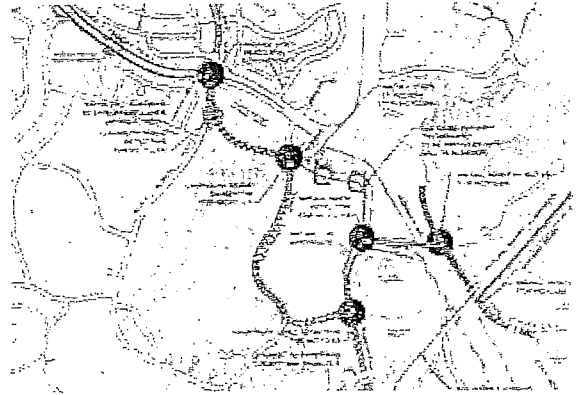
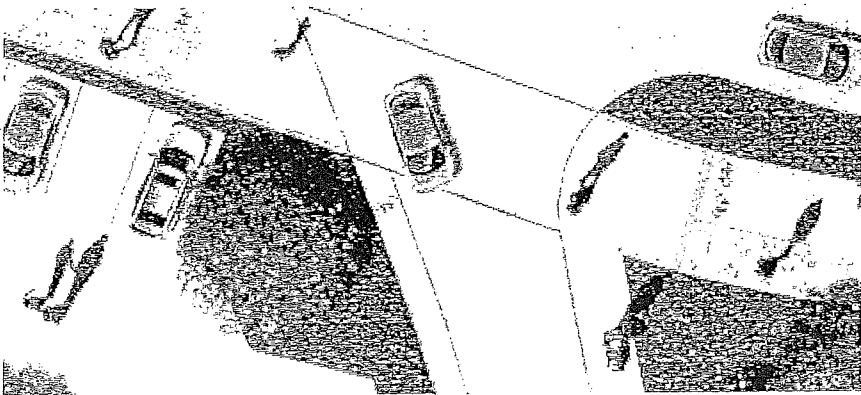
Timothy Murphy
MACERICH
310.394.6000
401 Wilshire Blvd., #700
Santa Monica, CA 90401

Client will not release



Northgate Promenade

San Rafael, California



PROJECT SUMMARY

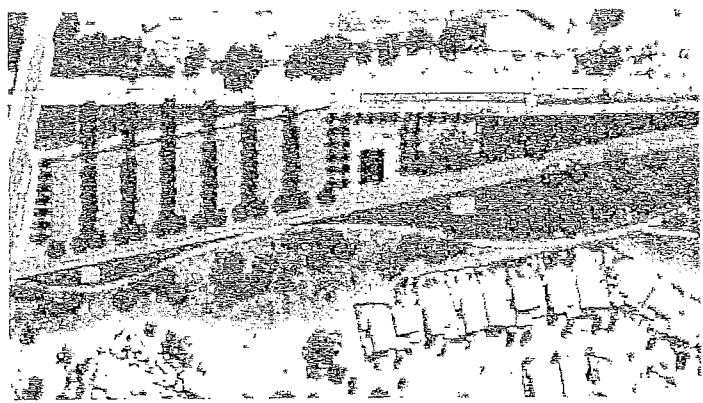
RHAA was commissioned to design a portion of the North San Rafael Promenade for the North San Rafael Vision Plan. The City of San Rafael commissioned RHAA to develop design standards to be used along the entire promenade. As part of this work, RHAA developed thematic concepts for the promenade and designed interpretive signage, custom seating and paving to be used at key areas. These features will become the markers that identify the promenade for bicyclists and pedestrians. As part of the renovation of Northgate Mall, RHAA designed and developed construction documents for the segment of the bicycle/pedestrian promenade along Los Ranchitos Road and Las Gallinas.

CONTACT

Timothy Murphy
MACERICH
310.394.6000
401 Wilshire Blvd., #700
Santa Monica, CA 90401

N/A

SMART Stationing



RHAA is working with ZGF Architects to develop the design of 14 stations along SMART Train corridor. The team is currently analyzing each station site in order to understand the unique opportunities and constraints specific to each proposed station location. Project goals include providing access to the station platform and integrating the station into the surrounding landscape. Through a series of workshops, RHAA has worked with local communities and city staff to develop unique station landscape designs including public art placement, vegetation, pedestrian and vehicular circulation, and space programming. Landscape plans and details are being developed to a conceptual level in order to prepare cost estimate for construction of station facilities. Graphic renderings of the station plans are being created for public outreach.

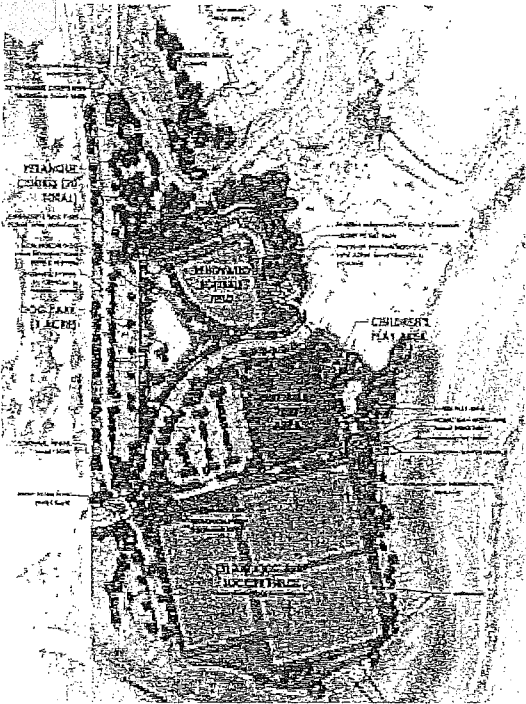
Ron Stewart
ZGF Architects
1223 SW Washington St.,
Suite 200
Portland, OR 97205

N/A

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McInnis Park

San Rafael, California



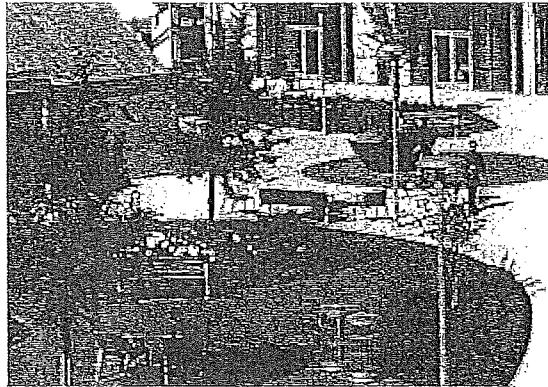
2008 - Under Construction

Working with the Marin County Parks and Open Space Department, RHAA worked with the local community through a series of public workshops and focus to master plan and now complete construction documents for phase 1. Phase 1 CD's include a renovated softball field, soccer field, dog park, improved circulation patterns, drainage improvements, and group picnic areas. The phase 1 construction will help meet the needs and desires for a variety of user groups. The project is expected to finish construction in summer 2010.

Client
 Steve Peterle
 County of Marin
 415.499.7176
 3501 Civic Center Dr.
 San Rafael, CA 94903

Project Budget
 \$900,000

Marin Health and Wellness Campus



The LEED® Gold certified Marin County Health and Wellness Campus is the largest capital project in the County since the construction of the Marin County Civic Center in the 1960s. The Department of Health and Human Services, in partnership with the Marin Community Clinic and other County social services, has created a model approach for centralized healthcare and wellness services at a single campus in the Canal District of San Rafael. The location includes six light industrial buildings that formerly housed Lucasfilm's Industrial Light & Magic and required major renovations before they could be occupied. As sub-consultant to RMW Architecture & Interiors, RHAA was commissioned to design a welcoming and beautiful campus-like setting for the buildings that fosters the connections between the structures and the services contained within. The landscape design also clarifies wayfinding for pedestrians and vehicular traffic. The main feature of the landscape design concept is a large plaza for community gatherings nestled between the buildings with ornamental planting, water features, art elements and an informal play area for visiting children. This project was profiled by Architect Magazine in May 2009 as one of America's "Four New Important Projects."

Jeanne Miche
 County of Marin
 Department of Public Works
 415.507.2604
 3501 Civic Center Drive
 San Rafael, CA 94903
 miche@co.marin.ca.us

Project Budget
 \$28M

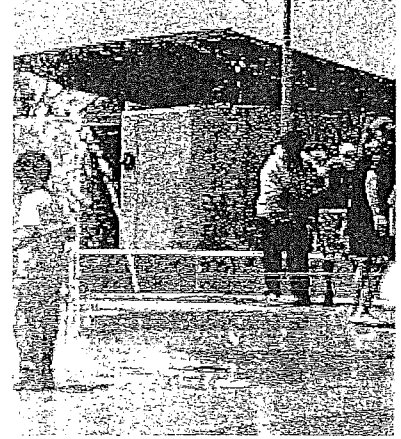
Endres Ware Relevant Projects

San Mateo Shoreline Parks, Ryder Park Shade Structures & Restrooms

San Mateo, California

In collaboration with a multi-disciplinary team (including RHAA), Endres Ware provided architecture and engineering services for Shoreline Park areas located along a two mile section of the San Francisco Bay. Endres Ware designed a new maintenance building, public restrooms, picnic/shade shelters at Ryder Park, and a 105 foot span bridge connecting pedestrians and light vehicles to newly restored wetland areas. John Ware was part of the principal staff for this project.

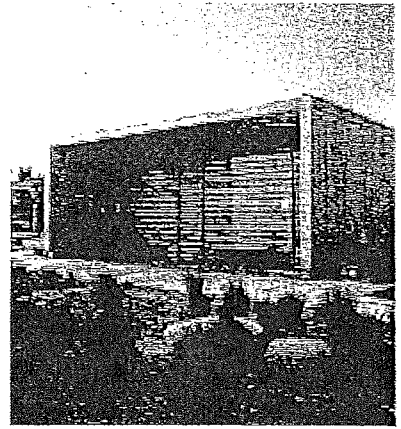
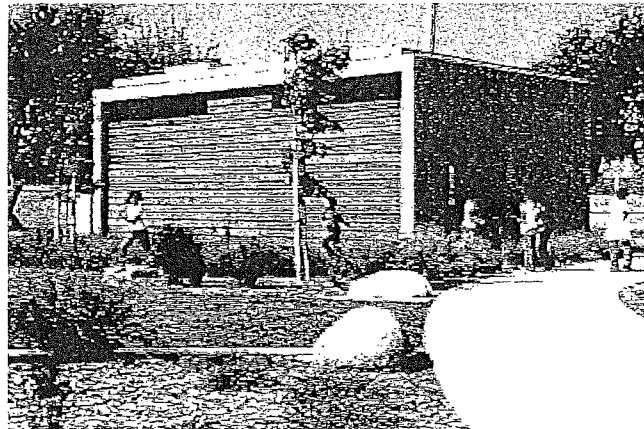
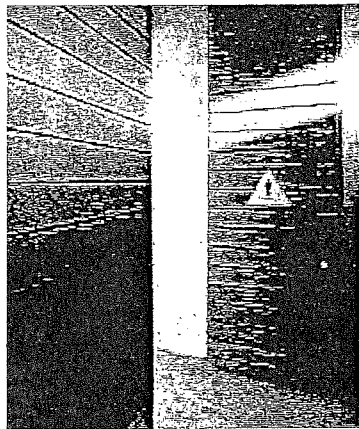
**2005 Award of Excellence, California Park and Recreation Society, SEONC Award
2009 Innovative Architecture & Design Award, Recreation Management**



Doyle Hollis Park Public Facilities

A model of sustainable building, the public restroom facilities designed by Endres Ware for the City of Emeryville's Doyle Hollis Park are open, naturally-ventilated spaces that incorporate a variety of sustainable elements, including a "green" roof, which serves to reduce storm runoff volume while protecting the roofing system, typically doubling the lifespan of the underlying waterproofing membrane. Durable paver skylights allow light and air to ventilate the spaces naturally. John Ware was part of the principal staff for this project.

2009 Award of Excellence in Planning, California Park and Recreation Society





R H A A

Manuela King, ASLA, LEED AP



PRINCIPAL-IN-CHARGE, Royston Hanamoto Alley & Abey

As a Principal of RHAA, Manuela King has been instrumental in the design of a wide variety of high-profile projects. These include urban design and planning, park and recreation planning, residential design, and commercial and professional facilities. Her interests include the relationship between art, architecture, landscape architecture and contemporary urban design, and she is a strong advocate of sustainable design in all her projects. Over her time with the firm, Manuela's work has expanded to include many international projects, including work in Chile, Taiwan, Malaysia, Israel, Korea, the Philippines, China, Australia and Japan.

SAN MATEO SHORELINE PARKS MASTER PLAN - San Mateo, CA

RHAA led a planning and design effort for the 2.5-mile stretch of Bay shoreline that spans the length of the City of San Mateo. The area includes three parks connected by the Bay trail. RHAA developed design concepts for the three parks that were based on the natural and cultural systems of the area, including designs that highlight wind, water and Bay marine life.

SAUSALITO BRIDGEWAY TO FERRY LANDING STUDY - Sausalito, CA

RHAA is working with the City of Sausalito to study options for developing a bicycle-pedestrian connection between the Ferry Landing and downtown. Included in the study are parking lot analyses, a waterfront bicycle/pedestrian promenade, streetscape improvements and development of the downtown transit station for tourist buses and Golden Gate Transit. Improvements will help to complete non-motorized improvements to facilitate commuters who choose travel via bicycle and ferry.

SAN RAFAEL CANALFRONT CONCEPTUAL DESIGN PLAN - San Rafael, CA

Based on community-based stakeholder collaboration and active public engagement, the Canalfront Conceptual Design Plan focuses on making much-needed circulation connections for Canal neighborhood workers, visitors and residents. Funded by a grant to extend and connect the Bay Trail through San Rafael, RHAA is identifying the safest routes for pedestrians and bicycles, the preferred connections to the Canal's waterfront, and the most appropriate improvements for crossing the Canal. Together with Patri-Merker, RHAA's architectural sub-consultant, the team is also preparing design guidelines to maximize waterfront amenities through redevelopment opportunities.

MARIN HORIZON SCHOOL - Mill Valley, CA

RHAA is providing services (schematic design through construction documents), with Mark Cavagnero Associates, for a building expansion of this grade school in Mill Valley, California. The site program includes an outdoor amphitheater for school activities involving students, faculty and parents. The amphitheater is nestled into a hillside, responding to existing mature native oaks and cypresses, ADA requirements and an informal appearance. Other site elements addressed by RHAA include perimeter buffer planting sensitive to the adjacent neighbors, and a revised playground layout for grades one through eight.

THE VILLAGE AT CORTE MADERA - Corte Madera, CA

RHAA was given the challenge of updating an existing high-end shopping mall in Marin County. The 32-acre retail center needed a contemporary renovation to include new planting and paving plans, the redesign of circulation corridors, and the rethinking of the major gathering and entry spaces at the mall.

MARIN CENTER MASTER PLAN - Marin County, CA

The Marin Center Master Plan proposes development of the Marin Center as a cultural and community center that reflects Marin's distinctive character, natural beauty, architectural heritage, and commitment to civic and cultural life.

Education
University of Oregon
Master of Landscape
Architecture

University of Oregon
Bachelor of
Landscape
Architecture

Pennsylvania State
University
Bachelor of Science

Registration
Landscape Architect,
State of California
#3271

Landscape Architect,
State of Kentucky
#734

US Green Building
Council, LEED
Accredited
Professional

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R H A A

Jacob Millard, LEED AP



PROJECT MANAGER, Royston Hanamoto Alley & Abey

Jacob's experience includes a diverse range public & private landscape architectural projects: from master plan and conceptual visioning to a wide variety of constructed projects. He brings a strong foundation in design, engineering and construction to professional site design and place making and is effective working with clients, communities and multi-disciplinary teams to facilitate processes within which design can take place.

SAUSALITO BRIDGEWAY TO FERRY LANDING STUDY- Sausalito, CA

RHAA is working with the City of Sausalito to study options for developing a bicycle-pedestrian connection between the Ferry Landing and downtown. Included in the study are parking lot analyses, a waterfront bicycle/pedestrian promenade, streetscape improvements and development of the downtown transit station for tourist buses and Golden Gate Transit. Improvements will help to complete non-motorized improvements to facilitate commuters who choose travel via bicycle and ferry.

HARBORVIEW PARK- San Mateo, CA

As part of Shoreline Parks, a large open space along the San Francisco Bay, Harborview Park includes a renovated ball-field, new children's play areas, basketball play area, restrooms, picnic shelters, park lighting and passive landscaped areas. It also includes the conversion of an old drainage ditch along the bay front into an enhanced wetland area. The project was completed in 2008. Jacob worked on construction detailing and helped prepare construction documentation for the project.

THE MARIN CENTER MASTER PLAN - Marin County, CA

The Marin Center is an 80-acre area adjacent to the Marin County Civic Center, designed in the 1950s by Frank Lloyd Wright. The master plan envisions the Marin Center as a cultural and community center that reflects the area's distinctive character, natural beauty, architectural heritage, and commitment to civic and cultural life. RHAA was responsible for guiding the site-related elements of the master planning process which has resulted in a new landscape architectural framework based within sustainable landscape design principles. Program features include infrastructure to support a variety of public events including a Farmers' Market and the Marin County Fair, performance halls, a new café, a great lawn and promenade, interactive water features, restored wetlands, and facilities to support passive and active recreation. Jacob created contemporary representations of the master plan.

MARIN COUNTY HEALTH & WELLNESS CAMPUS - San Rafael, CA

Jacob helped develop and implement the design of a new centralized health and human services campus for Marin County. He served as project manager, facilitated project coordination, developed working drawings and presentation graphics, prepared construction documentation, and offered construction administration support for the project. The project is converting five light-industrial buildings that formerly housed Lucasfilm's Industrial Light Magic into a welcoming and beautiful campus-like setting with a strong identity and clear way finding. The main feature of the campus is a large public plaza nestled between the buildings for community gatherings with ornamental planting, water features, art elements and an informal play area for visiting children. The campus is the largest capital project in the County since the construction of the Marin County Civic Center in the 1960s.

NORTHGATE MALL - San Rafael, CA

The renovation at the Northgate Mall will create a modern shopping destination that is reflective of the Marin lifestyle. Indoor-outdoor space relationships will be enhanced through the creation of gardens, outdoor gathering places and dining areas. Incorporating elements of Napa and Sonoma style will further enhance this lifestyle experience. In addition to creating a new center of community activity the Northgate Mall incorporates a new amenity, a landscaped Promenade around the property; this will connect the mall to key elements of the community through a much used regional bike network.

Education

UNIVERSITY OF WASHINGTON
Master in Landscape Architecture

UNIVERSITY OF WASHINGTON
MS in Civil & Environmental Engineering

TUFTS UNIVERSITY
Bachelor of Science in Mechanical Engineering

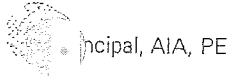
Registration
Landscape Architect,
State of California
#5497

LEED Accredited
Professional, US Green
Building Council

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JOHN WARE



PROFESSIONAL REGISTRATIONS

Professional Architect, CA: #32436
Professional Civil Engineer, CA: #46323
Professional Engineer, OH: # E-68547
Professional Engineer, FL: #44615
Professional Engineer, WA: # 41715

PROFESSIONAL AFFILIATIONS

American Institute of Architects (AIA)
LEED Accredited Professional (USGBC)
American Society of Civil Engineers (ASCE)
American Institute of Steel Construction (AISC)

EDUCATION

MARCH Architecture
University of California, Berkeley (1995)
MS Civil and Environmental Engineering,
Cornell University (1987)
BS Engineering, Cornell University (1986)

EXECUTIVE SUMMARY

As Endres Ware's managing principal, John has served as project manager on award winning projects ranging in scale from large public projects such as the San Mateo Shoreline Parks, to thoughtfully detailed residences, like the DIY house. He has over twenty years of engineering and architectural design experience on municipal, commercial, residential, and land development projects. John has structural experience analyzing seismic, wind, earth, dead and live loading under the guidance of UBC, ANSI and SBCCI codes. He also has extensive engineering experience in: reinforced concrete, steel, wood, and reinforced masonry; pile and pier foundations.

His goal is to work collaboratively to consider a project's primary systems at the inception and to ensure that potential symbiotic relationships can be delivered that improve the final design. John takes pride in maintaining Endres Ware's high standards to best serve client's needs and continues to develop the practice's portfolio of innovative and diverse design projects. Currently, he manages the design of Endres Ware's A&E services for the City of Emeryville's Doyle Hollis Park and has co-lead the office to an international victory against some of the world's best engineering firms at the West End Bridge competition in Pittsburgh, Pennsylvania.

RELEVANT EXPERIENCE

West End Pedestrian Bridge Competition, Riverlife Task Force, Pittsburgh, PA, USA:
Project Manager for a new pedestrian crossing to be anchored to the existing historic steel West End Bridge over the Ohio River in Pittsburgh, Pennsylvania. The design respects the existing bridge, its geometry, and elegant forms while improving the structure with an updated, high tech suspended pedestrian deck complete with dynamic visual effects. In their proposal, Endres Ware (teamed with Ammann & Whitney) captured the potential of the riverfront, including new recreation and park facilities to connect the community to land and water elements.

Doyle Hollis Park, City of Emeryville, CA, USA:
Project Manager for design of urban infill park. Led the design for a naturally-ventilated structure with green roof and green screen sides. Developed sustainability initiative for the project to include grey water runoff system, natural vent systems, plant life on roofs and drainage system to nearby landscaping. Coordinated sustainable material selection such as high fly ash concrete, sustainably forested wood, etc.

Shoreline Parks Pedestrian Bridge and Parks, San Francisco Bay Trail and City of San Mateo, CA, USA:
Project Manager for a \$5.2-million conversion of 2.5-mile stretch of coastline into a nature area, park and bridge. Conceived, designed and implemented several key architectural elements of the plan including a new maintenance building, public restrooms, picnic/shade shelters at Twinkl Park, and a 105 foot arch bridge for meeting pedestrians and light vehicles to newly created wetland areas.

San Rafael Crossing, Feasibility Study, City of San Rafael, CA, USA:
Senior consultant for a feasibility study of a canal front walkway along the edge of City of San Rafael California's bay front. Providing conceptual design plans for pedestrian crossing options and access points around along the Canal waterfront. In charge of evaluating the safest route for pedestrian and bicyclist traveling through an urban-dominated area as well as the most preferred connections to the canal waterfront.

Lewis S. Eaton Pedestrian Bridge, San Joaquin River, Fresno, CA, USA:
Project Manager for a signature landmark bridge for the San Joaquin River Parkway. The Lewis S. Eaton Pedestrian Bridge uses a cable stayed form, which minimizes the impact on the west bank, keeps the foundation on the west side to a small, clearly defined area, and minimizes the cost of the 430 foot span. Cables draping over the tower and splaying down to support the approach deck provide sense of enclosure. Guardrails help shape the form of the bridge as they wrap up from the structure below. The concrete deck widens over the river to provide a viewing area that does not interfere with pedestrian and bicycle traffic, and then passes under the concrete tower, creating a "gateway" to river views.



Jeff Setera, PE, LEED AP

Vice President

SANDIS Project Role: Principal-in-Charge

Jeff Setera is Principal and Vice President of SANDIS, Civil Engineers Surveyors Planners. Jeff is state renown for his leadership in engineering design and project management in civic settings. Jeff has worked extensively in the project planning, design and construction of libraries, fire stations, community centers, and parks. Specific areas of engineering expertise include: water storage tanks; fire, domestic and reclaimed water systems; steam, natural gas and emergency power/dual power systems; storm and sanitary sewer systems; security fire alarm systems; telecommunication distribution; grading and drainage; pump station pressure and filtration; hot & chilled water systems; and street, roadway, and parking lot improvements. Jeff is a leader in sustainable design and is a LEED Accredited Professional. He has facilitated hundreds of stakeholder meetings and has guided public agencies through the community outreach process.

Civic Experience:

- Memorial Park, Oakland
- Girl Scouts Skylark Ranch, Davenport
- YMCA of SF Camp Jones, La Honda
- Fire Station No. 18, Oakland
- Throckmorton Fire Station, Marin
- Alameda Free Library, Alameda
- Oakland Public Library, Oakland
- Alameda County East Hall of Justice, Dublin
- Solano County Government Center, Fairfield
- Solano County South County Government Center, Vacaville & Fairfield
- Tidewater Aquatic Center, Oakland
- Sports Complex, East Oakland
- CVHS Athletic Complex, Castro Valley
- YMCA Mid-Peninsula, East Palo Alto
- OSHER Jewish Community Center, Marin County
- San Jose Police Activities League, San Jose
- Alameda Carnegie Restoration Reuse, Alameda
- Guide Dogs for the Blind, San Rafael
- Castro Valley High School Athletic Complex, Castro Valley
- Town Center, East Palo Alto
- Civic Center Master Plan, Piedmont
- City Hall, Milpitas

Credentials:

- 20 Years Experience / 20 Years with SANDIS
- Registered Civil Engineer, California # 62793
- LEED Accredited Professional, USGBC
- Bachelor Science, Civil Engineering, SJSU

Michael Lefler (Principal) has experience dating back to 1980 including two (2) years with General Motors in Los Angeles prior to joining Lefler Engineering, Inc. He holds a Bachelor of Science Degree in mechanical engineering from the University of California, Berkeley, since 1980. Michael has been a licensed Professional Engineer in the State of California since 1983 (ME-22208). Michael is also licensed in the States of Hawaii, Oregon, Washington, Texas and Florida.

He is LEED accredited and has a thorough understanding of the energy conservation, water conservation, air quality, water quality, system flexibility, and sustainability issues that contribute to a LEED certified building. LEED compliant design approaches have been incorporated into our design work for years. Projects where LEED certification was a part of the design process included a child care center in Menlo Park, a fire station in Berkeley, and a county office building in Petaluma. Several other projects included "green" design but did not involve formal LEED certification.

Michael is the principal in charge of all mechanical, plumbing and fire protection work done by Lefler Engineering, Inc.

John Cross (Project Engineer) has mechanical engineering experience dating back to 1987 including 12 years as the project manager for a mechanical contractor. John joined Lefler Engineering, Inc. in February 1999. He also has 11 years of industry experience working for HVAC distributors.

John has been the project engineer for mechanical, plumbing and fire protection work on many projects.

Bruce Allen (Project Engineer) has mechanical engineering experience dating back to 1989 including three years as the project mechanical engineer for another consulting firm. Bruce joined Lefler Engineering, Inc. in April 1992. He holds a Bachelor of Science Degree in mechanical engineering from the San Jose State University since 1989.

Bruce has been the project engineer for mechanical, plumbing and fire protection work on many projects.

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O'MAHONY & MYER

ELECTRICAL ENGINEERING & LIGHTING DESIGN



San Rafael, California
Pacific Harbour, Fiji

Brian O'Mahony
Jan P. Myer
Paul Carey
Pieter Colenbrander
David Orgish

Paul A. Carey, I. Eng.

Principal, Electrical Engineering

Paul Carey is an Electrical Engineer with 35 years experience in the electrical construction industry. He has designed the electrical power and lighting for numerous community parks, city plazas, and pedestrian squares with public access restrooms. On the proposed Sausalito Downtown Public Restroom project he will serve as the electrical and lighting Principal-in-Charge and project manager and will be responsible for the electrical design and specifications for the power services and distribution systems; integrating the electrical power and the lighting system's power to the existing utilities; system controls; process utilities; electric lighting; and ensuring compliance with California Title 24 regulations.

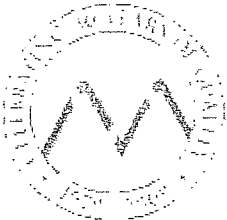
Years, Career: 35 Years with current firm: 22

Education and Professional Associations

BSEE-equivalent Degree, College of Technology, Dublin, Ireland
Registered Incorporated Engineer, Engineering Council, UK (Reg # 371471)
Certified Member, Association of Supervisory and Executive Engineers, UK

Relevant Experience

Point Arena Restrooms, Point Arena, CA
Sonoma Plaza, Phase II, Sonoma, CA
Dublin BART Corridor Enhancement, Dublin, CA
Petaluma River Walk, Petaluma, CA
Folsom Civic Center and Park, Folsom, CA
Tully Road Ballfields, San Jose, CA
College of Marin, Indian Valley Campus Athletic Fields, Novato, CA
Burlingame Landfill Park, Burlingame, CA
Sausalito Public Safety Buildings, Sausalito, CA



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Craig S. Shields**Principal Engineer**

Shields has over 28 years of experience in providing geotechnical design, construction review, and project management for a variety of private and public projects. His experience includes directing explorations of soil, rock, and groundwater conditions, design and evaluation of foundation systems, static and dynamic slope stability analyses, ground improvement, forensic investigations, expert witness testimony, and construction monitoring. Projects include mid-rise and high-rise buildings, residential developments, slope repairs, quarry reclamation, wastewater treatment facilities, light railways, harbor facilities, and seismic retrofit of existing structures. Mr. Shields' experience includes:

Davis Court Repaving and Accessibility Improvements, San Francisco

Principal-in-charge of the geotechnical investigation and geotechnical services during construction for the landscape and pavement improvements on Davis Court, between Washington and Jackson Streets. The improvements included installation of various paving surfaces, including natural stone pavers, concrete pavers, concrete, and re-used basalt cobbles. Other features included a sculpture, water feature, and seating areas. Best management features included flow-through planters at tree wells.

Union Point Park, Oakland

Principal-in-charge for the geotechnical investigations performed for new nine-acre waterfront park constructed near Coast Guard Island, just south of the Embarcadero area shoreline. The park features a broad, waterfront promenade, a waterfront sculpture, as well as a 20-foot-high look-out hill accessed by a winding pathway. Because the site is underlain by soft Bay Mud that could have failed under the weight of the fill placed for the hill, the fill was placed in three stages. The pore water pressure in the Bay Mud was monitored at several depths to ensure that adequate pore water dissipation had occurred before the next stage of fill was placed. The waterfront structure is constructed on a platform that overhangs the water and is supported on driven pile foundations. The park opened in 2005.

Middle Harbor Shoreline Park, Oakland

Principal-in-charge of the geotechnical investigation for the Middle Harbor Shoreline Park Project in Oakland. The park is situated along the shoreline of Middle Harbor, which is in the Oakland Estuary between Jack London Square and the Bay Bridge. The park includes a promenade that follows the eastern edge of Middle Harbor, a public beach, sheltered shoreline coves, marshes, and various public buildings. A geotechnical investigation was performed that included drilling soil borings, performing laboratory testing and engineering analyses, and developing recommendations for design of various site improvements and structures. The soil conditions below the site included potentially liquefiable sand fill overlying soft, compressible Bay Mud. Engineering studies performed for the investigation included an evaluation of liquefaction potential of existing and new sand fill and the evaluation of the static and seismic stability of the shoreline coves and proposed building areas, and evaluation of settlement of the proposed improvements due to consolidation of the Bay Mud deposit.

Bordertown Skate Park, Oakland

Principal-in-charge for the geotechnical consultation provided for improvements to a skate park located beneath Highway 580, where Hollis Street crosses beneath the elevated freeway deck. The proposed improvements include new concrete ramps, slabs, and retaining walls. Recommendations were provided for placement of new fill and design of retaining walls and foundations for the improvements.

Methuselah Trail Bridge Project, El Corte de Madera Creek Open Space Preserve

Principal-in-Charge during the design of a pedestrian/equestrian bridge and trail improvements along the Methuselah Trail in the El Corte de Madera Creek Open Space Preserve, San Mateo County, California. The proposed project consists of two main components: (1) installation of a fiberglass composite pedestrian and equestrian bridge across El Corte de Madera Creek to replace an existing trail segment that crossed an active landslide and forded the creek; and (2) abandonment and restoration of several hundred feet of existing trail. The trail is used for recreational purposes (hiking, equestrian, and mountain biking) as well as ranger patrols. The abandoned existing trail segment will be abandoned due to active landsliding and sediment input into the creek.

Education

M.S., Civil Engineering,
University of California,
Berkeley, 1982

B.S., Civil Engineering,
University of California,
Berkeley, 1981

Professional Registrations

Civil Engineer in
California, 1984
Geotechnical Engineer
in California, 1989

Affiliations

American Society of
Civil Engineers
1981 to present

Structural Engineers
Association of Northern
California
2005 to present



CROMB ASSOCIATES
Construction Cost Consultants

KEY PERSONNEL
(Estimating Department)

TEAM MANAGER

Name and title:

David Cromb, Principal

Education:

BSc Q.S. 1978 : Quantity Surveying, R.I.C.S.

Project experience:

Exercised complete cost control of various buildings from inception to completion in both the United Kingdom and United States. Worked for general contractor, government agency, and private construction consultants. Exercised cost control on the following building types, institutional, commercial, residential, and industrial, in addition to rehabilitation/stabilization of existing facilities. Experience in the management and control of all members in the construction and design team.

CHIEF MECHANICAL SYSTEMS.

Name and title:

Arnold Levine, Chief Mechanical Systems Manager.

Education:

BSME / 1971 : Mechanical Engineering.

Project Experience:

Has carried out numerous estimates from conceptual through final for : Navy, Air force, Army, NASA, USA, Corps. of Engineers, Livermore and Berkeley Labs, state local and port authorities, and diverse commercial and industrial companies. Has 32 years experience with mechanical systems including design, construction and cost estimating. Has value engineering, cost reduction, energy conservation, trouble shooting studies, contractor negotiations, and expert witness in court cases.

CHIEF ELECTRICAL SYSTEMS.

Name and title:

Charles O Baker : Chief Electrical Systems Manager.

Education:

Armed Forces Institute, Electrical Engineering

1 B.E.W. Los Angeles, Ca.

Business Administration

Contracts Administration and Negotiations.

Project Experience:

Forty-five years in construction, estimating, engineering, design, negotiations, and construction supervision. Electrical engineering and field coordination of subcontractor work including change order monitoring. Involved in domestic and international operations. Scheduling and cost control for engineering firms, architects, government agencies, etc.

 Laura J. Lafler

Principal Environmental Engineer

PRINCIPAL PROFESSIONAL RESPONSIBILITIES

Ms. Lafler brings 31 years of professional experience in environmental and land use planning, previously working for both public agencies and a landscape architectural firm. Her range of projects includes site feasibility studies, state park general plans, resource management plans, trail master plans, and related environmental documents. Ms. Lafler's professional experience includes numerous trail projects:

- Sir Francis Drake Boulevard Rehabilitation Project, EIR, Marin County.
- Marin County Nonmotorized Transportation Pilot Program, Environmental Documentation, various projects. Marin County.
- Inkwells Bicycle/Equestrian/Pedestrian Bridge, Environmental Permits. Marin County.
- San Quentin Area Bike and Pedestrian Study, Environmental Constraints. Marin County.
- Mill Valley to Corte Madera Bike/Pedestrian Corridor Study. Marin County.
- Town of Tiburon, Open Space Resource Management Plan. Tiburon, California
- Yountville Bikeway, Environmental Documents. Yountville, Napa County.
- Lucas Valley Road Pedestrian Tunnel, Environmental Documents/Permits. Marin County.
- Carquinez Scenic Drive/San Francisco Bay Trail NES. Contra Costa County.
- City of Livermore On-call Services, CEQA Documentation/Permits. Livermore, California
- Blackpoint Boat Launch, Environmental Documents/Permits. Marin County.
- Sonoma Developmental Center, Land Use Feasibility Study. Glen Ellen, California.
- San Pablo Peninsula, Open Space Feasibility Study. Contra Costa County, California.
- Albany Beach Restoration and Public Access Feasibility Study. Albany, California
- Pinole Shores to Bay Front Park, San Francisco Bay Trail. Pinole, California

Shanna K. Guiler, AICP

Senior Planner

PRINCIPAL PROFESSIONAL RESPONSIBILITIES

Ms. Guiler provides planning and technical assistance on a variety of environmental documents, including resource management plans, CEQA and NEPA analyses, and regulatory permits. She is skilled in analyzing data, assessing site conditions, and developing sound management goals and guidelines to assist both public and private entities in achieving desired outcomes. She has served as the primary planner/project manager on a number of master planning projects, primarily in Northern and Southern California. Ms. Guiler's professional experience includes numerous trail projects:

- Sir Francis Drake Boulevard Rehabilitation Project, EIR, Marin County.
- Inkwells Bicycle/Equestrian/Pedestrian Bridge, CEQA Documentation Environmental Permits. Marin County.
- Mill Valley to Corte Madera Bike/Pedestrian Corridor Study. Marin County.
- Lucas Valley Road Pedestrian Tunnel, Environmental Documents/Permits. Marin County.
- Arroyo Las Positas Trail Extension Project, CEQA Documentation. Livermore.
- City of Livermore On-call Services, CEQA Documentation/Permits. Livermore.
- San Pablo Peninsula, Open Space Feasibility Study. Contra Costa County.
- Puente Hills Resource Management Plan. Los Angeles County.
- Solano County Habitat Conservation Plan. Solano County.
- Aliso and Wood Canyons Wilderness Park Resource Management Plan. Orange County.

EXPERTISE

Site Assessment and Use Feasibility

Environmental Planning and Analysis

Open Space, Resource Management and Recreation Planning

Community Assessment/Consensus Building

Local Planning and Entitlements

EDUCATION

M.L.A., Landscape Architecture/
Environmental Planning,
1980, University of California, Berkeley, CA.

B.A., Geography/
Environmental Studies,
1976, University of California, Los Angeles, CA.

EXPERTISEParks, Recreation, and Open Space Planning
Site Assessment and Use Feasibility

Environmental Planning and Analysis

Community Assessment/
Public InvolvementMulti-Modal
Transportation Planning**EDUCATION**

M.U.E.P., Urban and
Environmental Planning,
2002, University of Virginia, Charlottesville, VA.

B.A., Physics, 1993,
University of California,
Los Angeles, CA.

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Sausalito Restroom Replacement Project

Royston Hanamoto Alley & Abey

November 11, 2010

RHAA Tasks & Fee

Tasks

- A. Programming & Research (3 weeks)**
Review project goals, requirements and drawings to date
Client meetings (2)
Meet w/ key stakeholders (1) - **Optional / NIC**
Prepare geotechnical study
Provide list of civil and MEP requirements
Prepare programming diagram and report
- B. Conceptual Design (8 weeks)**
Prepare base sheets and confirm survey information
Prepare rendered landscape site plan
Prepare plans and elevations for restroom building
Prepare power point presentations and boards for meetings
Design team coordination meetings (2)
Cost Estimate (1 estimate included)
Client meetings (2)
Planning Commission / City Council Presentations (4)
Meet w/ key stakeholders (2) - **Optional / NIC**
Public workshops (3) - **Optional / NIC**
Revise plan to incorporate public and agency comments (4 revisions)
- C. Construction/BID Documents (4 weeks)**
Site Layout, Construction and Grading Plans
Building floor plans, elevations and details
Planting and Irrigation Plans
Construction details
Prepare 50% & 100% submittals
Specifications
Cost Estimate (1 estimate included)
Design team coordination meetings (2)
Client meetings (2)
Project management and coordination
- D. Bid Period (4 weeks)**
Attend pre-bid meeting
Respond to RFI's as needed
Prepare final Conformance Set incorporating bid addendums into plans
Project management and coordination
- E. Construction Period Services (6 weeks)**
Attend weekly meetings during construction - subconsultants as needed
Respond to RFI's as needed
Review submittals, shop drawings, mock-ups
Prepare final Conformance Set incorporating bid addendums into plans
Prepare field observation reports
Review and comment on change orders
Generate punch lists for final completion
Project management and coordination

Fee Proposal/Schedule

Sausalito Restroom Replacement Project

Royston Hanamoto Alley & Abey

November 11, 2010

Assumptions:

1. The scope of work is limited to the tasks above and the consultants listed below. Tasks listed as optional are not included in the fee.
2. Submittals will consist of one full size set and one electronic set.
3. Fees include meetings as shown. Any additional meetings may trigger a request for extra services.
4. Additional public presentations may trigger a request for extra services.
5. The submittal of documents for city or agency approvals will be billed on a time and materials basis.
6. Site topographic survey will be provided to RHAA in Autocad format.
7. Site lighting and electrical NIC can be provided as an additional service if determined to be in scope of project

Fee Proposal/Schedule

Sausalito Restroom Replacement Project

Royston Hanamoto Alley & Abey

November 11, 2010

Combined Fee Proposal

	fee	% of total fee	total
A. Programming & Research (3 weeks)		6%	\$ 10,645
a. RHAA	\$ 3,330		
b. Architect / Structural	\$ 2,815		
c. Geotech	\$ 4,500		
B. Conceptual Design (8 weeks)		30%	\$ 53,804
a. RHAA	\$ 24,030		
b. Architect / Structural	\$ 20,074		
e. Civil	\$ 6,000		
f. Cost Estimator	\$ 3,700		
C. Construction/BID Documents (4 weeks)		43%	\$ 77,340
a. RHAA	\$ 26,435		
b. Architect / Structural	\$ 26,135		
c. MP	\$ 3,300		
d. Electrical	\$ 4,250		
e. Civil	\$ 15,000		
f. Cost Estimator	\$ 2,220		
D. Bid Period (4 weeks)		4%	\$ 6,810
a. RHAA	\$ 2,420		
b. Architect / Structural	\$ 2,540		
c. MP	\$ 100		
d. Electrical	\$ 250		
e. Civil	\$ 1,500		
E. Construction Period Services (6 weeks)		18%	\$ 33,115
a. RHAA	\$ 13,760		
b. Architect / Structural	\$ 11,705		
c. MP	\$ 1,400		
d. Electrical	\$ 750		
e. Civil	\$ 4,000		
g. Geotech	\$ 1,500		
		100%	\$ 181,714

Fee Summary

RHAA	\$ 66,645
<u>Subconsultants</u>	
Arch/ Structural - EndresWare	\$ 60,454
Mechanical/ Plumbing- Lefler Engineering	\$ 4,800
Electrical- OMM	\$ 5,250
Civil - Sandis	\$ 26,500
Cost Estimator- Crome	\$ 5,920
Geotech- Rockridge	\$ 6,000
Total Subconsultant Fee	\$ 108,924
Subconsultant administration fee - %10 (see note 6)	\$ 10,892

Total Fee	\$ 186,461
Reimbursables (NIC, estimate only, based on 3% of fee)	\$ 5,594

ARCHITECTURE AND ENGINEERING CONSULTING SERVICES

SCHEDULE OF CHARGES

Professional and Technical Personnel	Hourly Rate
Principal	\$ 175 / hr
Project Manager	\$ 150 / hr
Professional Engineer / Structural Engineer / Architect	\$ 150 / hr
Designer / Associate Architect / Associate Engineer	\$ 125 / hr
CAD Draftsperson	\$ 95 / hr
Administrative Assistant	\$ 65 / hr

Expenses

All out-of-pocket expenses, such as travel, model making, printing, delivery services, mailings, long-distance telephone calls, special consultants, etc. shall be billed at actual cost plus ten (10%) percent.

Travel time will be charged at the rates listed.


Notes

Schedule of Charges effective until December 31, 2010. Above rates are based upon a forty (40) hour week. Unless expressly provided for within this contract, rates on all contracts are subject to increase as of January 1, 2011.

Rates are for normal Architectural and Engineering services. Normal rates for depositions and testimony are \$350 per hour for Principals. All other personnel are \$250 per hour.

These fees are due and payable at the time of service.

Balances not paid within 30 days may be subject to a monthly interest charge of 1.5%, not to exceed an annual rate of 18.0%.

 **SANDIS** | STANDARD HOURLY CHARGE RATES:

ENGINEERING SERVICES

Clerical		\$50.00
Computer / Engineer Technician	Level I	\$55.00
	Level II	\$70.00
	Level III	\$85.00
Design Engineer	Level I	\$65.00
	Level II	\$75.00
	Level III	\$85.00
Project Engineer	Level I	\$85.00
	Level II	\$95.00
	Level III	\$110.00
Project Manager		\$135.00
Associate Principal /Senior Project Manager		\$150.00
Principal		\$180.00

SURVEYING SERVICES

Computer / Surveying Technician	Level I	\$55.00
	Level II	\$70.00
	Level III	\$85.00
Project Surveyor	Level I	\$85.00
	Level II	\$95.00
	Level III	\$105.00
Senior Project Surveyor		\$135.00
Survey Manager		\$150.00
1-Person Survey Crew		\$170.00
2-Person Survey Crew		\$200.00
2-Person Survey Crew with Apprentice		\$250.00
3-Person Survey Crew		\$290.00
1-Person GPS Crew (Global Positioning Satellite)		\$180.00
2-Person GPS Crew (Global Positioning Satellite)		\$235.00

SPECIAL SERVICES

Expert Witness	(4 hours min.)	\$250.00
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REIMBURSABLE COSTS

Printing, Monuments, Materials, Outside Services and Consultants, Courier/Delivery Services, Express/Overnight Mail, Travel/per diem, Agency Fees Advanced, etc., at Cost Plus 15%.

OVERTIME

All overtime charges are invoiced on the basis of one and one-half times the above rates.

LEFLER ENGINEERING, INC.

1651 SECOND STREET
SAN RAFAEL, CA 94901
(415) 456-4220
(415) 456-1248 (FAX)
www.leflerengineering.com

BILLING RATES 2010

<u>NAME</u>	<u>TITLE</u>	<u>HOURLY BILLING RATE</u>
M. LEFLER	PRINCIPAL	\$185.00
J. CROSS	PROJECT ENGINEER	\$135.00
B. ALLEN	PROJECT ENGINEER	\$135.00
P. WONG	DRAFTER/DESIGNER	\$105.00
M. NAGY	CADD DRAFTER	\$105.00
T. LEFLER	TECHNICIAN	\$75.00
L. CERNY	WORD PROCESSING	\$ 70.00
N. LEFLER	ADMINISTRATION	\$ 75.00



O'MAHONY & MYER
ELECTRICAL ENGINEERING & LIGHTING DESIGN

HOURLY BILLING RATE SCHEDULE

2010

Principal.....	\$ 190/hr
Project Electrical Engineer	\$ 125/hr
Project Lighting Designer	\$125/hr
Electrical/Lighting Designer	\$110/hr
CAD Supervisor	\$ 95/hr
CAD Technician.....	\$ 85/hr
Administrative.....	\$ 65/hr

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ROCKRIDGE GEOTECHNICAL, INC.**2010 Schedule of Charges****City of Sausalito, Replacement of Downtown Public Restrooms**

This Schedule of Charges applies to all services provided by and/or through Rockridge Geotechnical, Inc. for the City of Sausalito Replacement of Downtown Public Restrooms project. Charges for our services are divided into three categories: Personnel, Outside Services, and Vehicle Charges. A new schedule of charges is issued at the beginning of each year. The schedule of charges may also be revised during the year, as conditions require. Changes will not be made within a calendar year on a project in progress without prior authorization.

PERSONNEL

Personnel charges are for technical work, including technical typing and graphics as in the preparation of reports and correspondence, and for the time associated with production of such documents. Direct charges are not made for secretarial service, office management, accounting, and maintenance because these items are included in overhead. Personnel category charge rates for 2010 are as follows:

Personnel Category	Hourly Rate (\$)
Technical Typing & Editing	70
Graphics	85
Field Technician	100
Staff Engineer/Geologist	100
Project Engineer/Geologist	125
Senior Engineer/Geologist	150
Principal Engineer/Geologist	175

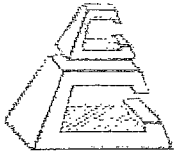
Time spent in travel from office to project site will be charged at above hourly rates. The hourly rate for field technician includes vehicle charges and field equipment, including nuclear density gauge (when required).

OUTSIDE SERVICES

All subcontractors used in connection with the field investigation, including driller, laboratories, drum hauler, and utility locator, will be charged at the cost rate times 1.10. Laboratories used during construction administration will also be charged at the cost rate times 1.10.

VEHICLE CHARGES

There will be no vehicle charges for these projects other than the vehicle charge for field technician, which is included in the above hourly rate.



CROMB ASSOCIATES

CROMB ASSOCIATES, 51 Bay Vista Drive, Mill Valley, California 94941.

RATES FOR PROFESSIONAL SERVICES FOR 2010

	\$/hour
Principal	140
Project Manager	130
Architectural / Structural Estimator	125
Mechanical Estimator	125
Electrical Estimator	125
Scheduler	120
Change Order Negotiations	145

Direct project expenses outside the Bay area will be billed at documented invoice cost plus 5%.

We will invoice monthly for work performed, with payment due within thirty (30) days.
Interest at 1 1/2% per month will be charged to balances outstanding after thirty days.

We will invoice a minimum charge of \$350, when our services do not exceed 3 hours.

Appendix

Rate Schedule: LSA Associates

LSA ASSOCIATES, INC.

HOURLY BILLING RATES EFFECTIVE AUGUST 2009

Job Classification							Hourly Rate Range*
Planning	Environmental	Transportation	Air/Noise	Cultural Resources	Biology	GIS	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$140-275
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$100-190
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist	Senior Cultural Resources Manager	Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$85-170
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist	Cultural Resources Manager	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	GIS Specialist	\$70-100
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Assistant GIS Specialist	\$50-100
Field Services							
Senior Field Crew/Field Crew							\$50-85
Office Services							
Research Assistant/Technician							\$30-40
Graphics							\$80-105
Office Assistant							\$55-80
Word Processing/Technical Editing							\$70-95

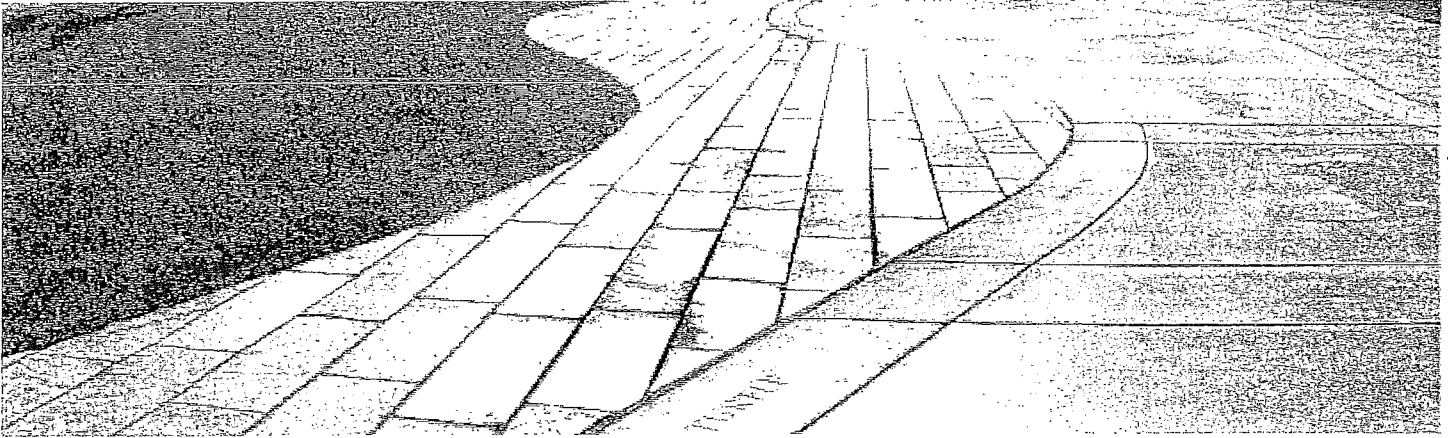
* The hourly rate for work involving actual expenses in court, giving depositions or similar expert testimony, will be billed at \$400 per hour regardless of job classifications.

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CORPORATE HEADQUARTERS
MILL VALLEY
225 Miller Avenue
Mill Valley, CA 94941
tel: 415.383.7900
fax: 415.383.1433

SAN FRANCISCO
323 Geary St. #602
San Francisco, CA 94102
tel: 415.861.7900
fax: 415.861.7908

Boyston Hanamoto Alley & Abey



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 ROYSTON HANAMOTO ALLEY
& ABEY FOR DESIGN DEVELOPMENT OF REPLACEMENT DOWNTOWN PUBLIC
RESTROOMS**

WHEREAS, with action during its regular meeting of September 19, 2006 the City Council of the City of Sausalito approved a settlement agreement (the "Settlement") to install public improvements to eliminate accessibility barriers at Viña Del Mar Park, Lot 2 (including bathrooms) and the route between the Parking Lot and the Park; and

WHEREAS, on April 21, 2009 the City Council directed that the Downtown Public Restrooms be replaced rather than remodeled and directed staff to develop plans for said replacement; and

WHEREAS, on June 15, 2010, Council directed that Staff prepare a solicitation for competing proposals for the design of the project; and

WHEREAS, Staff prepared and on October 26, 2010 issued the attached and incorporated by reference Request for Qualifications ("RFQ"); and

WHEREAS, two proposals were received by the appointed hour on the appointed day; and

WHEREAS, Staff evaluated the two proposals based on the criteria established in Section 3.30.510 of the Sausalito Municipal Code and has concluded that Royston Hanamoto Alley & Abey ("RHAA") will provide the best value to the City in performing the design development services necessary to achieve an informed consensus in the community and necessary discretionary approvals for successful replacement of the downtown restrooms in an expeditious manner; and

WHEREAS, RHAA is prepared to produce a plan that will result in required accessibility improvements within the discretion afforded by the Settlement and in compliance with local, state, and federal accessibility laws, and

WHEREAS, RHAA is prepared to produce a plan with new visual impacts that will be compatible with existing area architecture and is expected to be subject to the Design Review and approval by the Planning Commission; and

WHEREAS, RHAA is qualified to perform the work; and

WHEREAS, RHAA has proposed and Staff supports compensation on a time- and materials-reimbursable basis against a budget of \$66,500 for the proposed initial phase of the required professional services; and

WHEREAS, once approval of the final design is acquired, Staff will seek authorization for additional funds as generally outlined in Exhibit "A" with the cost for RHAA's entire effort estimated to be \$192,000; and

WHEREAS, the adopted FY10 General Capital Projects budget includes \$190,000 for all of the design and construction work for the Viña Del Mar/Lot 2/ Downtown Bathrooms ADA improvements; and

WHEREAS, approximately \$14,000 has been spent on designs for said project elements this fiscal year to date; and

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

1. Approves the Professional Services Agreement with Royston Hanamoto Alley and Abey for provision of design development plans described more particularly in Exhibit "A" attached hereto and made a part hereof.
2. Authorizes the City Manager to execute said Professional Services Agreement with Royston Hanamoto Alley and Abey for an amount not to exceed \$66,500 without further authorization.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Sausalito on this 23rd day of November, 2010, 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 ___, 2010, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and **Royston Hanamoto Alley & Abey** (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 **Manuela King**. Consultant represents and warrants that the execution of this Agreement has been approved by Consultant and that person executing this Agreement on behalf of Consultant has the full authority to do so.

Section 3. Work Schedule.

Consultant shall be available to work as many hours as required to complete the Work immediately upon receipt of the signed Agreement from the City and shall complete each task in a timely manner as specified. Consultant shall not be held responsible for delays caused beyond its reasonable control.

Section 4. Compensation.

In consideration of the performance of the Work described in Section 1 pursuant to the schedule set forth in Section 3, Consultant shall be compensated at the rate set forth in Exhibit B which is attached hereto and incorporated herein as though set forth in full **in an amount not to exceed \$66,500 without further authorization**. 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.

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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.

- (a) To the fullest extent permitted by law (including without limitation, to the extent that they are found to be applicable to this Agreement, California Civil Code Sections 2782 and 2782.6 effective January 1, 2007) Consultant agrees to indemnify, defend and hold City its officers, elected and appointed officials, employees, agents and volunteers harmless from and against any and all liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, but only to the extent resulting from

Consultant's or its consultants negligent acts, recklessness, and/or willful misconduct as determined by a court or forum of competent jurisdiction.

- (b) To the fullest extent permitted by law and without limitation by the provisions of Section 4 relating to insurance, the Consultant shall also indemnify, defend and hold harmless the City its elected and appointed officials, officers, agents, employees and volunteers from and against all liability (including without limitation all claims, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) resulting from any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Consultant or any of the Consultant's officers, employees, agents, licensees, or subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or subcontractor of the Consultant or its subcontractors, the Consultant shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or appropriate discipline of any responsible employee, agent, licensee or subcontractor. The provisions of this Section survive 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 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 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 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.

Such documents are not intended or represented to be suitable for reuse by CITY or others on extensions of the Project or on any other project. Any such reuse without written verification or adaptation by CONSULTANT and CONSULTANT's Subconsultants, as appropriate, for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's Subcontractors, and CITY shall indemnify and hold harmless CONSULTANT and CONSULTANT's Subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CITY and CONSULTANT.

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: Adam W. Politizer
City Manager

By: _____
Its: _____

approved as to form:

Mary Anne Wagner
City Attorney

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