



STAFF REPORT

SAUSALITO CITY COUNCIL

AGENDA TITLE:

Award Professional Services Contract for design services for Robin Sweeny Park improvements.

RECOMMENDED MOTION:

Staff recommends that the Council pass a resolution approving and authorizing the City Manager to execute the Professional Services Agreement with Carducci and Associates for landscape architecture services for improvements to Robin Sweeny Park.

SUMMARY

The Playground in Robin Sweeny Park is out of compliance with current safety and ADA standards. Staff has determined that the playground needs to be updated and re-configured. To effectively succeed we must look at the park as a whole including the lawn area and pathways.

A Request for Proposals was prepared (Attachment C) and Staff has reviewed the proposals that were submitted. Carducci and Associates turned in a complete proposal (Attachment D) and Staff feels that they are the best qualified for the job.

BACKGROUND

In 1987 what was the parking lot in front of the new City Hall was converted into a park. The park was subsequently named Robin Sweeny Park after long time Council Member and Mayor Robin Sweeny. With its central location, the park is very heavily used by residents with a second generation now utilizing the park. Due to the heavy usage and the changes in both safety and ADA regulations, it is now time to update the play equipment.

The challenge that we now face is replacing the old equipment with new equipment with a comparable play value. When the play equipment was first installed the safety area or "fall zone" around each piece was almost non-existent. Today's standards call for varying safe distances between play equipment depending on the type and the height.

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Additionally, when possible, all new facilities must be ADA accessible. Although there is a ramp on the outside of the existing play area, the play area itself is not accessible. Because of these complexities, Staff felt that outside expertise was necessary to complete the project.

A Request For Proposals (RFP) was sent out to 24 Landscape Architectural Firms that specialize in municipal park design. To effectively succeed, staff requested that the submitting firms look at the park as a whole including the grass area, pathways, and plantings. Staff, along with Parks and Recreation Commissioner Doreen Gounard, reviewed the six submittals, conducted reference checks, and visited various parks and came to the conclusion that Carducci and Associates presented the best proposal and was the most qualified for the job.

ISSUES

Current standards require a much greater safety area around play equipment. As such, in order to maintain a like play value, there is the possibility that the play area footprint will need to be expanded into the existing grass area. In addition, some of the smaller trees, especially in the planter boxes, may need to be re-located or removed.

Additionally, as sufficient funds are not currently budgeted for Park improvements, Council will need to determine at a future date what funds the City will spend on park improvements and what funds are to be raised within the community.

FISCAL IMPACT

As part of the FY2010 budget Council budgeted \$50,000 for Robin Sweeny Park. These funds were not expended. As part of the FY 2011 budget Council budget an additional \$100,000 for Robin Sweeny Park bringing the total available budget to \$150,000.

The Proposal from Carducci and Associates was originally \$153, 967 however they were able to amend their fees to \$149,967 so that the City could remain on budget.

STAFF RECOMMENDATIONS

Staff recommends that the Council pass a resolution approving and authorizing the City Manager to execute the Professional Services Agreement with Carducci and Associates for landscape architecture services for improvements to Robin Sweeny Park.

- Alternative 1 – Remove existing out of compliance play equipment and replace with new equipment while staying within existing footprint.

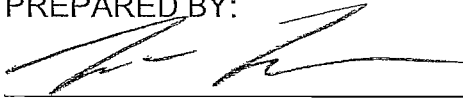
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- Alternative 2 –Remove existing out of compliance play equipment without replacement.

ATTACHMENTS

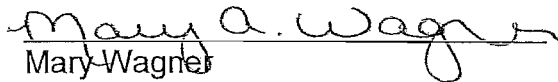
- Attachment A - Resolution of the city council of the city of Sausalito approving and authorizing the City Manager to execute the professional services agreement with Carducci and Associates for landscape architecture services for improvements to Robin Sweeny Park.
- Attachment B - Professional Services Contract for design services for Robin Sweeny Park Improvements with Carducci and Associates
- Attachment C - Request for Proposals
- Attachment D - Carducci and Associates proposal

PREPARED BY:



Mike Langford
Parks and Recreation Director

REVIEWED BY:



Mary Wagner
City Attorney

REVIEWED BY:



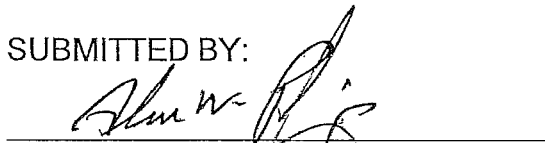
Charlie Francis
Administrative Services/Finance Director

REVIEWED BY:



Jonathon Goldman
Public Works Director

SUBMITTED BY:



Adam W. Politzer
City Manager

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RESOLUTION No. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
PROFESSIONAL SERVICES AGREEMENT WITH CARDUCCI AND ASSOCIATES
FOR LANDSCAPE ARCHITECTURE SERVICES FOR IMPROVEMENTS TO ROBIN
SWEENEY PARK.**

WHEREAS, the City Council adopted the FY2010-11 Budget which includes resources to perform the capital projects including improvements to Robin Sweeny Park; and

WHEREAS, the City solicited proposals from landscape architecture firms to perform the desired planning, design and cost estimating; and

WHEREAS, the City received proposals from six consultants; and

WHEREAS, Carducci and Associates submitted a proposal which was reviewed by City Staff and found to be responsive; and

WHEREAS, Staff recommends that the attached professional services agreement be approved to perform the necessary services to allow delivery of said Capital Projects; and

WHEREAS, at its November 23, 2010 regular meeting the City Council heard and considered the proposed scope of services, schedule and budget.

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

1. Carducci and Associates Inc. are qualified to perform the work.
2. The Professional Services Agreement between the City of Sausalito and Carducci and Associates Inc. attached and incorporated herein is approved with a budget not to exceed \$150,000.
3. The City Manager is authorized to execute said Agreement with Carducci and Associates on behalf of the City.

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 Carducci and Associates (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 as described in the Request for Proposal, Landscape Architectural Services for Robin Sweeny Park 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 individuals directly responsible for the performance of the duties of Consultant are Vince Lattanzio or William E. Fee. 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 4 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 9 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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CITY OF SAUSALITO
PARKS AND RECREATION DEPARTMENT

REQUEST FOR PROPOSALS
LANDSCAPE ARCHITECTURAL SERVICES FOR
ROBIN SWEENEY PARK

September 1, 2010

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CITY OF SAUSALITO
 REQUEST FOR PROPOSALS
 LANDSCAPE ARCHITECTURAL SERVICES FOR
 ROBIN SWEENEY PARK

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ATTACHMENT A – Project Location Map

ATTACHMENT B – City of Sausalito Professional/Consulting Services Agreement

I. INTRODUCTION

The City of Sausalito (City) seeks an experienced and qualified landscape architectural firm to provide design and construction support services under one professional services agreement for the redesign of Robin Sweeney Park. The park is located in front of City Hall on Caledonia Street. The City will select a firm with a range of strengths and experience capable of addressing the varied services required for successful completion of this project.

Cost for preparation of proposals will be the sole responsibility of the landscape architect and will not be paid for by the City. The method of selection will be in accordance with City policy using qualifications-based ranking.

The Landscape Architect may be retained for additional services at other City owned parks if the process with Robin Sweeny park is successful.

Please contact Mike Langford, Parks and Recreation Director at mlangford@ci.sausalito.ca.us or (415) 289-4126 for questions regarding this project.

II. PROJECT DESCRIPTION AND OBJECTIVES

The project involves the re-design and construction of Robin Sweeny Park which is located on a City-owned parcel situated in a mix business/residential neighborhood. The Park is located between Bee Street and Litho Street on Caledonia Street in front of City Hall. See Attachment A for location map.

Robin Sweeny Park is rectangular in shape, approximately 110' by 160' with multiple access points. Currently the park consists of a children's play area with play equipment, and an open lawn area. Adjacent to the area of the park to be designed is a full size basketball court. The site contains several mature trees and is sloped to the east.

The main project objective is to replace existing out-dated play equipment. The design must address the presence of adjacent residents and businesses and reflect the needs of the neighborhood and City. Some of the principal design elements shall include:

- Selection and design of play apparatus for children ages 2 to 5 and 5 to 12.
- Selection and design of turf, trees and plantings.
- Selection and design of pathways and other surfacing materials.
- Selection and design of retaining walls.
- Amenities such as benches, drinking fountain, bike rack and sitting areas.
- Preservation of existing significant trees.
- Treatment of interface between park and adjacent structures and hardscape.
- Access considerations.
- Possible lighting.
- Utilities.
- Fencing and screening.
- Signage.
- Maintenance considerations.

The specific elements will be developed in greater detail in the conceptual design phase and through meetings with City staff, public meetings with the community and public hearings before the City's Parks and Recreation Commission.

III. CERTIFICATION

The landscape architect shall be experienced in designing children's play areas in accordance with safety and accessibility guidelines and have the following certifications: National Recreation and Park Association/National Playground Safety Institute Certified National Playground Inspector. Provide proof of certification with the proposal.

IV. SUBCONSULTANTS

The City is interested in the qualifications of any subconsultants that the landscape architect may choose to hire for assistance on this project. The City is committed to having an excellent design team that can produce high-quality design work and comprehensive, completely detailed and coordinated plans and specifications that will help ensure success during the construction phase. The landscape architect shall be the lead consultant on this project and shall contract independently with any additional subconsultants as needed. The City's expectation is that the landscape architect would subcontract with a civil engineer, who will perform engineering design and sign the plans containing these engineering elements.

V. ENVIRONMENTAL CLEARANCE

The City will carry-out environmental clearance for this project in accordance with the California Environmental Quality Act (CEQA). The landscape architect is expected to provide supporting information about the project as needed for incorporation into CEQA documents. The landscape architect shall incorporate mitigation measures for the project in the construction documents.

VI. SCOPE OF SERVICES AND RESPONSIBILITIES

A. BASIC SERVICES

Basic Services consist of assisting the City in formulating and executing a design and accompanying construction documents to achieve the successful construction of Robin Sweeny Park. Also included in Basic Services are inspection and construction support activities during the construction phase of the project.

Wherever the term "City" appears herein, it shall mean the permanent staff of the City of Sausalito or its designated representative. Although the City anticipates successful completion of all phases of work, it reserves the right to terminate the work at any time. The landscape architect's work product from each of the phases set forth below shall be considered the property of the City to do with as it wishes.

Final construction documents shall be submitted to the City in electronic digital format (PDF and AutoCAD) and in printed reproducible sets, inked on 24" x 36" or other approved permanent materials. Drawings shall be

prepared in AutoCAD, Release 14, along with any customized fonts or shape files. Specifications shall be prepared on Microsoft Word. Consultant shall also furnish the design drawings and specifications on compact disks to the City.

Basic services described herein are the minimum necessary to meet the City's objectives. The consultant is expected to expand on this scope in the proposal if necessary, incorporating their expertise and proposed method of approach.

PHASE I. PRELIMINARY INVESTIGATION

The landscape architect shall:

- Meet with City staff, the Parks and Recreation Commission, and the Citizens Advisory Committee to review its understanding of project requirements.
- Assemble and review existing plans, surveys, utilities connections and other information available for the project site.
- Visit the site to investigate existing conditions to identify opportunities, constraints and verify the presence of existing utilities and points of connection.
- Meet with City staff to obtain additional information and input from various City departments.
- Contact and coordinate with public and private utilities and the Public Works Department.
- Perform topographic survey work, as required to produce complete and accurate base sheets for construction document purposes.
- Perform utility location and depth verification, as required; City will locate City-owned utilities upon request.
- Perform soils testing, as required to ascertain the soil's suitability for the types of planting proposed and whether soil amendments are needed.
- Prepare a project schedule and update at each submittal.

PHASE II. CONCEPTUAL DESIGN

The landscape architect shall:

- Prepare a minimum of three (3) alternative conceptual plans for development of the park along with preliminary cost estimates for each

design concept. Plans shall be prepared to City standards on 24" x 36" sheets and shall be accompanied by reduced-scale color copies of 8-1/2" x 11" size suitable for inclusion in reports to commissions, committees and the City Council. Plans shall also be submitted electronically in PDF format.

- Review plans and estimates with City staff and incorporate requested revisions.
- Prepare and if requested, present plans and estimates to the Advisory Committee, up to two (2) neighborhood meetings, and to the Parks and Recreation Commission. Incorporate requested revisions.
- Prepare and if requested, present the plans and estimate to the City Council.

PHASE III. SCHEMATIC DESIGN

Based on the approved conceptual plans, the landscape architect shall:

- Prepare and submit for City's review and approval 35% complete schematic design documents (three (3) copies) based upon the City's program and project budget. The 35% submittal shall consist of plans, outline specifications based on City standards, a general narrative description of basic materials and project elements, and any other documents to illustrate the scale and relationship of project components.
- Prepare all plans to City standards. Plans shall be on 24" x 36" sheets accompanied by reduced-scale copies at 8-1/2" x 11' size suitable for inclusion in reports. Plans shall also be submitted electronically in PDF format.
- Prepare all specifications to City standards.
- Prepare and submit a statement of estimated construction cost based on the 35% submittal and available data, including design and construction contingencies.
- Prepare and submit an updated project schedule and update at each submittal.
- Address outside agency requirements, including permitting requirements of PG&E and prepare necessary documents for obtaining any required permits.
- Meet with City staff to review for incorporation into the project landscape buffers, CEQA required mitigations, and other environmental concerns.

- Meet with City staff and the Citizens Advisory Committee to review all major proposed materials, surfaces, design elements and treatments.
- Review plans as necessary to reflect City, commission and public input.

PHASE IV. DESIGN DEVELOPMENT

Based on the approved schematic design and plans, the landscape architect shall:

- Proceed with design development by refining and further defining the style, type, color and finish amenities, surface materials, pavement types and finishes, layout and alignment, site preparation and grading, drainage, landscaping, irrigation, equipment details, lighting, utilities, Title 24 and Americans with Disabilities Act (ADA) requirements, public safety, security concerns, noise concerns, CEQA mitigation requirements and other elements of the design.
- Provide City with documentation as required for permit applications and agreements for the project. City will assist as needed to obtain all necessary permits.
- Prepare and submit (three (3) copies) of the 65% complete plans, specifications and supporting information, including, but not limited to:
 1. Plans.
 2. Draft special provisions and technical specifications
 3. Schedule of quantities.
 4. Engineering calculations for engineering structures.
 5. Details.
 6. Catalog cuts.
 7. Product literature.
 8. Written narrative describing all components, materials, finishes, colors, landscaping, custom features, if any and related elements.
 9. PDF files of plans and specifications
- Submit a base project consistent with the conceptual plan and objectives, and a list of proposed bid alternatives to be added to or eliminated from the project dependant on construction cost bids received.
- Prepare updated cost estimate and project schedule. If the cost estimate prepared at this point exceeds the preliminary construction budget approved at the end of the Schematic Design Phase, the landscape architect shall explain the increase, submit a list of proposed modifications and delete alternatives to bring the cost within budget, and work with City staff to reduce the scope of improvements

necessary to bring the estimate within budget. However, it is expected that the landscape architect has been tracking cost up to this phase of design effort and will not have to rely on substantial deletions to stay within budget.

- Meet with City staff and the Citizens Advisory Committee to review City comments and revise plans as appropriate to incorporate City and Committee comments.
- Prior to the Parks and Recreation Commission public meeting, prepare high-quality presentation drawings of layout and major elements and features which are suitable for use at Commission and Council meetings. Presentation drawings shall be in color, show samples of materials to be used, be in an easy-to-see and clear format, and be mounted on rigid board. They shall include a materials board and details of all major elements.
- Prepare and if requested present the revised plan and estimate as well as bid alternatives to the Parks and Recreation Commission at a public meeting for community input.
- Revise plans as necessary to reflect City, Commission and public input.
- Ensure that the concept plan elements can be constructed within the construction budget based on current construction prices.
- Prepare and if requested present the revised plan and estimate as well as bid alternatives to the Planning Commission at a public meeting for community input.

PHASE V. CONSTRUCTION DOCUMENTS

- This phase requires two submittals consisting of 95% complete plans and specifications and final 100% complete plans and specifications. Each of the submittals shall include three copies of each document and an electronic submittal in PDF format. The 100 percent set shall include two wet-signed copies each of the construction plans and specifications, signed original reproducible sheets (ink on 4 mil mylar) of the construction plans, a high-quality original set of specifications suitable for copy machine reproduction and a diskette copy of the specifications in Microsoft Word.
- Consultant shall thoroughly review the plans and specifications to ensure consistency, completeness and that all section and references in the drawings and specifications are fully coordinated.

The landscape architect shall:

- Prepare a submit 95 percent complete construction drawings and specifications. This submittal is to include biddable, completely detailed and comprehensively specific information sufficient for construction and for the achievement of a high-quality project. The bid package shall include bid alternatives which may be added to or deleted from the project depending upon bid prices.
- Submit an updated prebid estimate of construction cost that is within the project's construction budget. If the estimate exceeds the budget, the landscape architect shall modify the proposed improvements as necessary to bring the cost within budget and/or revise the construction documents to allow for bidding desired improvements as bid alternatives.
- Submit an estimate of the number of working days required for construction.
- Meet with City staff and the Citizens Advisory Committee to review City comments, then revise construction documents as appropriate to incorporate City comments.
- Submit 100% complete bid documents which incorporate final revisions to the plans and specifications as directed by City staff. The construction documents must be signed by a person licensed to practice landscape architect in the State of California who will assume responsibility for the design. Likewise, any engineering sections of the plans and specifications must be signed as required by a person licensed to practice engineering in the State of California who will assume responsibility for the design.

PHASE VI. BIDDING

The landscape architect shall:

- Provide the City a list of contractors who are well-qualified to do the work.
- Assist the City as required in responding to bidder's inquiries and request for clarifications.
- Assist the City if necessary in issuing clarifications and/or addenda to the construction documents.
- Assist the City if necessary in reviewing bids and advise regarding award of the construction contract.

PHASE VII. CONSTRUCTION

The landscape architect shall:

- Review and approve shop drawings and submittals in a timely manner.
- Visit the project site as frequently as appropriate to the construction schedule to review progress and quality of the work and determine its compliance with construction documents and design intent.
- Review plant materials.
- Prepare design clarifications or modifications if necessary.
- Assist the City in evaluating any necessary contract change orders.
- Assist the City in preparing punch lists.
- Conduct preliminary and final inspections to determine the dates of substantial completion and final completion of construction.
- Produce as-built plans for the project. City or City's construction contractor shall supply information regarding changes made to the project during construction which are to be shown on the as-built plans. The landscape architect shall utilize the originally signed and stamped drawing set to develop the as-built drawing set. If the landscape architect chooses to electronically create the as-built set, the as-built drawing set shall be on 4 mil Mylar, contain the same stamp and signature of the landscape architect from the bid of conform set, and have an acceptable as-built stamp. In addition the as-built plans must be submitted in both CAD and PDF formats.

B. ADDITIONAL SERVICES

The following services are not covered by Basic Services. The landscape architect will provide these services only when authorized by the City in writing. As Additional Services, the City may request that the landscape architect:

- Provide financial feasibility studies, environmental studies or other studies not covered under Basic Services.
- Provide models, videos or other presentation tools beyond those required under Basic Services.
- Provide graphics and/or copy of interpretive signage.
- Attend additional meetings with outside agencies or City staff beyond the number required under Basic Services.

- Make revisions to plans, schedules, specifications or other documents for bidding and constructing the project due to the enactment or revisions of codes, laws or other regulations adopted subsequent to the preparation of each document or when such revisions are inconsistent with written approvals or written instructions previously given by City. Revisions to bring the project within budget are not considered additional services.
- Provide for the services of professional consultants (other than the landscape architect's design team) as the City's request for assistance which does not fall within the scope of Basic Services.
- Provide assistance in grant application submittal.

C. REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the compensation for Basic and Additional Services and shall be actual expenditures made by landscape architect in the interest of the project.

- Excess reproduction expenses in making reproductions of plans, specifications and other documents furnished at the end of each phase which are requested by City in excess of those required under Basic Services.

VII. CITY RESPONSIBILITIES

To aid the design and construction of the project, the City shall:

- Designate a project manager and construction inspector for the project.
- Provide such information regarding utilities, site features and existing construction as is available from City records.
- Be responsible for both determining amounts owing and for issuing payments to construction contractor.
- Expedite reviews of submittals by the landscape architect to avoid delays.
- Prepare and execute the contract with the construction contractor selected pursuant to the bid process.
- Prepare and issue change orders.
- Prepare and process any environmental documents in connection with the project.

- Furnish samples of proposal forms, general provisions and special provisions for the landscape architect to use, revise and customize for incorporating into the project specifications and construction documents.
- Prepare staff reports to City Council, Planning Commission, and Parks and Recreation Commission.

VIII. AVAILABLE BACKGROUND MATERIAL

The following is a list of some background material available to assist in the design of the project parks.

- City-wide aerial photos.
- Marin Cities and County Standard Plans.
- City of Sausalito General Provisions.
- County of Marin Assessor's Parcel Map
- Utility maps of City-owned utilities (sewer, storm drain).
- Plans for the existing park

The City does not warrant the accuracy of the information contained in the material it provides.

IX. PRELIMINARY PROJECT SCHEDULE

Proposals Due to the City	October 8, 2010
Landscape Architect Interview	October 2010
Negotiate with top ranked firm	October 2010
Award Design Contract	October/November 2010
Neighborhood conceptual direction meeting	December 2010
Conceptual Design Submittal	January 2011
Conduct Public Meetings/Refine Concept Plan	February 2011
PRC public meeting on concept approval of Park I	May 2011
PRC public meeting on concept approval of Park II	June 2011
Council Approval of Conceptual Design	July 2011
Schematic Design Submittal	August 2011
Design Development Submittal	September 2011
100 percent Bid Documents Submittal	November 2011
Approve Plans and Specifications and Authorize Bidding	November 2011
Advertise and Open Bids	December 2011
Award Construction Contract	January 2011
Construction	January-April 2011

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X. PROJECT BUDGET

Project scoping, design, and preliminary cost estimates for the park has been funded by the City. Construction costs have not been funded.

XI. SUBMISSION OF PROPOSALS

Proposals shall be submitted in sealed envelopes which shall be plainly marked:

**PROPOSAL FOR LANDSCAPE ARCHITETURAL SERVICES FOR
ROBIN SWEENY PARK**

The envelopes shall also bear the names and business addresses of the proposers.

Proposals will be accepted at the Parks and Recreation Department counter, City Hall, 420 Litho Street, Bottom Floor, Sausalito, California; or if mailed, the proposal packages shall be addressed to: City of Sausalito, Parks and Recreation Department, 420 Litho Street, Sausalito CA 94965, Attention: Mike Langford.

The deadline for submitting the proposals is 4:30 pm October 8, 2010. Any proposals received after this time will be returned unopened.

Each prospective landscape architect is encouraged to visit the project sites prior to developing a proposal. Any questions regarding the project or arrangements for site visits may be directed to Mike Langford, Parks and Recreation Director at (415)289.4126 or mlangford@ci.sausalito.ca.us.

The City of Sausalito reserves the right to reject any or all proposals and to wave any and all irregularities to choose the firm which, in its opinion, best serves its interests. The City will not be liable for any costs incurred by the proposers incidental to the preparation and presentation of qualifications either in the proposal or in oral interviews.

XII. PROPOSAL FORMAT

The proposal is to consist of two parts submitted as a single package.

Part One shall describe the consultant's proposed project team; its understanding of the project, approach to accomplishing the design and related services, past experience, and any past litigations brought against the firm. This part of the proposal shall be limited to twenty (20) pages, single sided, excluding table of contents, cover letter, and biographies of the project team, insurance certificates, and any promotional brochures. Five (5) copies of Part One shall be submitted.

Part Two shall be a fee schedule, which will not be part of the selection criteria. Two copies of Part Two shall be submitted.

A. Part One

In Part One, the proposal should address, as a minimum, the following:

- a. Full name, address, telephone, and FAX number of the respondent company. Include affiliations with holding companies and/or parent companies.
- b. Explain the firm's current organizational structure, general background and qualifications and describe any special knowledge or capabilities material to the project that exists within the firm.
- c. Name and title of lead contact person.
- d. Outline the proposed approach to the scope of services, including organizing and scheduling of tasks to be performed; capacity to keep the project on schedule and within budget; approaches to working with City staff, citizen groups and policy-making bodies and agencies; and other relevant factors necessary for a successful project.
- e. Identify the principal staff who will be assigned to this project. Give a description of their responsibilities and the percentage of each staff member's time that can be expected to be spent on this project. Identify support staff and any other special equipment, etc., available for this project.
- f. Provide a work history of the key personnel, including descriptions of projects worked upon, dates, costs of the projects and duties performed by the individual on the projects (maximum two pages).
- g. Discuss the specific recent experience of the firm in providing landscape architectural services for similar project (neighborhood parks, playground-related, passive recreation, drought-sensitive/water wise landscaping, ADA compliance, etc). List locations; descriptions; size; construction costs – inclusive of both bid/contract prices and final construction costs; and names, addresses and telephone numbers of owner/client references, including project managers, facilities managers and others.
- h. Describe the ability of the firm to perform services within the project time frame, including the ability to coordinate work of subconsultants and responsiveness to City's requests and scheduling needs of the construction contractor.
- i. Include a declaration of non-affiliation, under penalty of perjury, certifying that the Consultant is not affiliated with, nor has any financial interest in, any manufacturer, distributor, supplier or other company connected with Consultant's recommendation and/or installation of any products or services as required by the City.
- j. Submit the names of subconsultants to be used on the project and describe how each subconsultant will be used. Provide a list of their similar past projects with location and brief description of these projects. Identify principal staff assigned to this project from each subconsultant firm and their responsibilities on this project (including resumes—maximum two pages).

- k. As applicable, submit a list of lawsuits filed within the past two years against the firm, subconsultants or its principals alleging misconduct and/or negligence. Also, as applicable, submit a list of claims within the past two years against the firm and its subconsultants' professional liability insurance policy (errors and omissions), if any. Accompanying each list shall be a declaration by a principal of the firms indicating careful review of such lists and adding appropriate information concerning the current status or other disposition of the lawsuits or claims. This information may be submitted separately and confidentially if so desired.
- l. Indicate the location of the office(s) where work will be carried out, not including the job site.
- m. Submit evidence of the existence of insurance required as set forth in the attached City approved professional services agreement.

B. Part Two

The fee proposal must be contained separately in a sealed envelope within the proposal package, and clearly marked:

**FEE PROPOSAL
ROBIN SWEENY PARK**

The elements of the fee proposal shall include the following:

- a. A current hourly rate schedule for each firm personnel (by name or title) who will be working on the project.
- b. A time and material not-to-exceed fee (lump sum) for Basic Services for each phase of the project. Each such fee shall be composed of two components; basic design services and client meeting services. This includes
- c. A minimum of 20 meetings with staff, committees, commissions, public hearings, or City Council. For fee proposal purposes, assume that all meetings will be held in Sausalito and will last an average of two hours each.
- d. An itemization of the expected level of services to be provided by each subconsultant, including hours of work broken down by phase and corresponding fees.
- d. A suggested allowance for Additional Services with a list of possible services not covered in Basic Services. These additional services will be reviewed on a case-by-case basis by the City. If accepted, written authorization will be issued and the Additional Services will be compensated for on an hourly basis.
- e. A rate schedule valid during the term of the agreement for each additional City staff and public meeting.

- f. Fee proposal for landscape architectural services shall be prepared and submitted on separate sheets of company letterhead paper.
- g. A work schedule identifying milestones, time to complete and deliverables. Assumptions and expectations in preparing the schedule should be stated.

XIII. SELECTION PROCESS

A selection committee for the project will evaluate the proposals submitted and rank each firm's proposal according to the selection criteria listed herein. Based upon this evaluation, the City may choose to invite two or more firms for an oral interview to clarify their proposals, approaches, experience and qualifications to handle this project. At the conclusion of such interviews (or if a best-qualified firm is selected without the need for interviews), the City will enter into contract negotiations with the top-ranked firm. In the event that negotiations with the top-ranked firm are unsuccessful, the City will terminate these negotiations and undertake new negotiations with the second-ranked firm. If the new negotiations fail, the process will be repeated until a contract is negotiated successfully. City staff will make recommendations to the City Council, which reserves the right to reject any or all proposals. The selection process will be completed when a contract is executed.

The City reserves the right to accept or reject any or all proposals. After a consultant is selected by the City, the contents of the submitted proposal will become a contractual obligation. Failure of the consultant to agree to include the proposal as part of the contractual agreement may result in cancellation of the award. The City reserves the right to negotiate a modification to or accept any part of the proposal and will not be obligated in any way to accept those parts that do not meet with the approval of the City. Other terms and conditions of the contract will be negotiated at the time of consultant selection and will be subject to approval by the City Attorney.

XIV. SELECTION CRITERIA

Some of the main criteria for selection of a landscape architectural firm for this project are listed below, not necessarily in order of importance.

1. Range of experience in performing similar work, including publicly bid neighborhood parks.
2. Demonstrated success on previous projects, especially projects of similar scope, including quality of work, completeness of plans and specifications, success in meeting project deadlines and budgets, and in controlling cost, change orders, claims and the likes.
3. Understanding of the project assignment and proposed work program for carrying out the assignment.
4. Qualifications of key staff persons who will carry out the project.

5. Experience in handling public agency clients, including the ability to meet City goals and responsibly implement City directions within the framework of the City design and construction process.
6. Ability to meet City's preliminary schedule for completing the project, including commitment to expedite approvals and revisions and otherwise respond to City requests.
7. Degree of support necessary from City staff over and above City project coordination.
8. Scope of services available from the proposing firm.
9. Experience and quality of subconsultants.
10. Special knowledge of project material and its execution.
11. Location and organization of the firm.
12. Ability to meet the City's insurance requirements.
13. Reference recommendations.

XV. WARRANTY

The consultant shall warranty the adequacy, fitness, completeness, suitability, and correctness of its work. The approval of the work by the City shall in no manner whatsoever relieve the consultant of the adequacy, fitness, completeness, suitability, and correctness of its work.

XVI. DECLARATION OF NON-AFFILIATION

Include a declaration of non-affiliation, under penalty of perjury, certifying that the consultant is not affiliated with, nor has any financial interest in, any manufacturer, distributor, supplier or other company connected with consultant's recommendation and/or installation of any products or services as required by the City.

XVII. INSURANCE REQUIREMENTS

Consultant shall provide insurance as set forth in the attached City approved Professional/Consulting Services Agreement.

XVIII. HOLD HARMLESS

Consultant shall defend, indemnify and hold City, its officers, employees and agents harmless from any liability for damage or claims of same, including but not limited to personal injury, property damage and death, which may arise

from Consultant's or Consultant's contractors, subcontractors, agents or employees' negligent acts, errors or omissions in the performance of this Agreement as set forth in the attached City approved Professional/Consulting Services Agreement.

XIX. NONDISCRIMINATION

Consultants shall comply with the City's requirements and policies with respect to Non-discrimination and Affirmative Action as set forth in the attached City approved Professional/Consulting Services Agreement.

XX. CONTACT PERSONS

Please refer your questions regarding this project to the following City of Sausalito personnel:

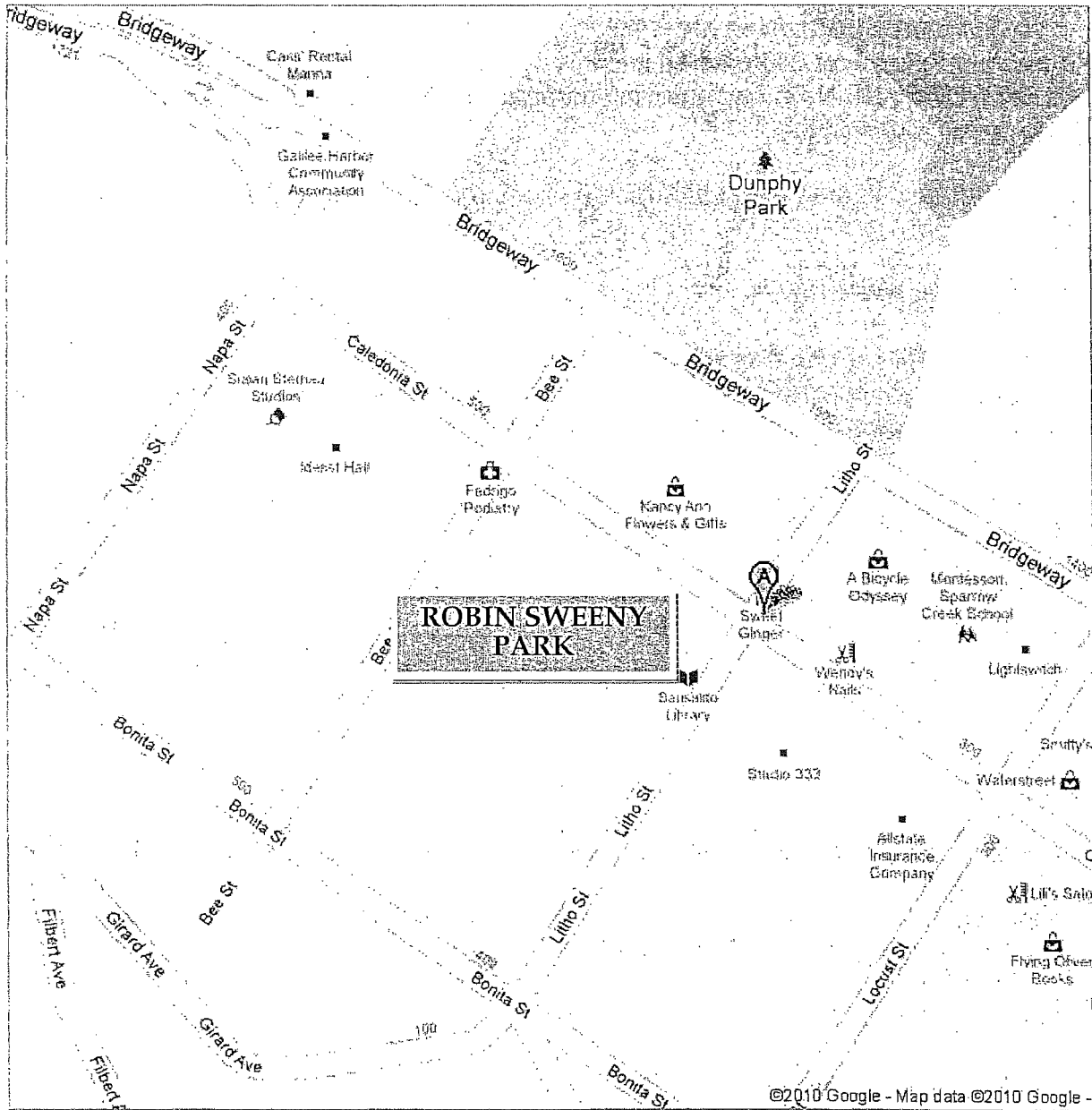
- Mike Langford, Parks and Recreation Director, (415) 289.4126, mlangford@ci.sausalito.ca.us
- Todd Teachout, City Engineer, (415)289.4111, tteachout@ci.sausalito.ca.us

ATTACHMENTS

ATTACHMENT A – Project Location Map

ATTACHMENT B – City of Sausalito Professional/Consulting Services Agreement

ATTACHMENT A – Project Location Map



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ATTACHMENT B
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 (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 as described in the Request for Proposal, Landscape Architectural Services for Robin Sweeny Park 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. 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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