

**REQUEST FOR PROPOSAL (RFP)
FOR
ENGINEERING DESIGN SERVICES FOR THE
JEAN & JOHN STARKWEATHER SHORELINE PARK BATHROOM UPGRADE**

April 16, 2018

Introduction

The City of San Rafael (City) hereby requests proposals from qualified consultants for the design of a rehabilitation of an existing bathroom located at the Jean and John Starkweather Shoreline Park. The final product sought is construction contract documents including cost-effective design options, plans, specifications, and cost estimates ready for bid.

Proposals shall be submitted by firms that have a capable and demonstrable background in the type of work described in the section entitled “Scope of Work” of this notice. In addition, all interested firms shall have sufficient, readily available resources, in the form of trained personnel, support services, specialized consultants and financial resources, to carry out the work without delay or shortcomings.

Background

Constructed in 1985, the Jean and John Starkweather Shoreline Park is located north of Francisco Boulevard East and approximately 0.25 miles northwest of the western touchdown at the Richmond-San Rafael Bridge (Interstate 580), in the City of San Rafael. The bathroom, located against the public parking lot at the terminus of the Shoreline Pathway has been closed and unused since the late 1980’s. The original bathroom was permitted by The San Francisco Bay Conservation and Development Commission (BCDC) which originally required the bathroom as part of the construction of the adjacent private office complex. The original bathroom which has not been modified since its construction consists of both a male and female single occupancy bathroom. The original design utilized an ejector pump system to convey sewage from the bathroom to the closest sewer main on Francisco Blvd East, roughly 20 feet higher in elevation. Recently, BCDC has notified the City that the bathroom needs to be reopened to the public. The City has notified BCDC that they will be rehabilitating or rebuilding the existing restroom facility and reopening for public use by this summer. The rehabilitated or rebuilt restroom will be a single occupancy, unisex, and ADA compliant.

Anticipated Schedule

Proposals due to Public Works	5:00PM PST, Tuesday, May 1, 2018
Consultant Selection	Thursday, May 3, 2018
Consultant Recommendation Presented to City Council	7:00PM PST, Monday May, 21, 2018

Scope of Work

The City is seeking consulting services for the following tasks:

Task 1: Project Management and Coordination

1. The consultant shall be responsible for providing all contract management and quality control services throughout the duration of the project. The consultant shall deliver a high quality product within budget and on schedule.

2. The consultant shall meet periodically with the City to discuss the project, present design options, review alternatives, etc. For cost estimation, a total of three meetings may be assumed.
3. The consultant shall provide monthly schedule updates (Microsoft Project or similar format) in conjunction with submittals of invoices.

Deliverables:

- Project schedule and updates
- Meeting agendas and minutes for all design and coordination meetings

Task 2: Identifying Solutions

1. The consultant shall provide a preliminary report which identifies cost-effective design options to rehabilitate the existing restroom facility, including but not limited to exploring renovation versus demolition/new construction, as well as different types of waste systems.
2. All solutions shall conform to ADA standards and estimate construction cost as well as long term operations and maintenance.

Deliverables:

- Preliminary report identifying cost-effective design options with estimated construction costs and O&M costs.

Task 3: Design

1. The consultant shall coordinate with the City to obtain existing restroom structure plans, as-built, schematics, etc. The existing utility information shall be shown on the final design plans.
2. The consultant shall conduct a preliminary assessment to analyze project area for potential issues such as right-of-way constraints, environmental issues, accessibility issues, and drainage. Become familiar with previous conceptual drawings and history of the project.
3. Using the preferred design alternative approved by the City during the Identifying Solutions phase of this project, the consultant shall prepare 35% and 95% plan sheets and cost estimates for review.
4. The consultant shall assist the City in the preparation of special provisions of the project specifications by answering questions that City staff may have and performing a review of the special provisions and providing comments.
5. The consultant shall prepare final bid documents incorporating all comments from previous reviews. Final plans shall be plotted electronically to PDF in 22"x34" size, and shall be signed by the engineer in responsible charge licensed in the State of California, and ready for reproduction.
6. The plans shall be drawn using AutoCAD 2014, or a more recent version.

7. The consultant shall coordinate with pertinent regulatory agencies, stakeholders, material and equipment suppliers, etc.
8. The schedule of items shall address all items of work as specifically as possible and shall indicate as precisely as possible the quantities.
9. The consultant shall prepare a detailed cost estimate in the format of the schedule of bid items.

Deliverables:

- 35% and 95% PS&E submittals in electronic (PDF, AutoCAD, Word and Excel) format
- A letter summarizing the consultant's comments on the special provisions portion of the specifications
- Final bid documents, schedule of items, and engineer's estimates in electronic format

Task 4: Permitting

1. The consultant shall be responsible for preparing, submitting and obtaining all required regulatory permits (if necessary) and environmental documentation required by State, local, and jurisdictional agencies needed to ensure this project is cleared for construction.

Deliverables:

- Preliminary and final permit applications for submittal by the City

Task 5: Construction Support Services

1. The consultant shall attend regularly scheduled construction meetings, including the pre-construction meeting, to respond to questions concerning the plans, specifications and estimates. For cost estimation, a total of 3 meetings may be assumed. These meetings will be independent of those discussed under separate tasks identified elsewhere in this RFP.
2. The consultant shall be available to be called to the site in response to questions arising from the progress of the work.
3. The consultant shall respond to Request for Information (RFIs) from the contractor when called for by the City and prepare modifications or revisions that are related to the project's original scope and character. For cost estimation, a review of up to 5 RFIs may be assumed.

The City shall not be billed for nor shall they pay for any revisions to the plans and specifications that are required due to errors or omissions in the original contract documents due to negligence or lack of attention to detail stemming from poor design or inadequate field work which might otherwise have assisted in design.

4. The consultant shall assist the City in preparation of contract change orders, if necessary.
5. The consultant shall participate in the final walk through of the constructed project and assist in the preparation of "punch list" items in need of work.

6. The consultant shall prepare record drawings following construction from mark ups by the contractor and the resident engineer. Submittal of record drawings shall be on 22"x34" PDFs and provided in AutoCAD format.

Deliverables:

- Attend up to 3 meetings during construction, which includes the pre-con meeting with contractor
- Response to RFIs, material submittals, and shop drawings from the contractor
- Plan revisions that are related to the project original scope and character
- Review contract change orders
- Meeting agendas and minutes
- Record drawings following construction

City Responsibility

The City shall provide the following:

1. Shoreline Park Pathway Restroom Upgrades Access Compliance Survey Report attached to this RFP.
2. Documents related to California Environmental Quality Act and a submittal of a Categorical Exemption.
3. Any City-owned plans, utility underground maps, and any existing information in the possession of the City necessary to complete the design.
4. Answering non-technical questions during advertisement period of this RFP. Clarification offered by the City to one consultant shall be distributed to all known participants at the City's discretion.
5. Reviewing all consultants' deliverables and providing comments in a timely manner.

Payment and Cost Estimate

The method of payment to the successful proposer shall be on a time and materials basis with a maximum "not to exceed" fee, as set by the proposer in his/her Proposal, as being the maximum cost to perform all work. This figure shall include direct costs, including labor, overhead, profit, and expenses, such as, but not limited to, transportation, communications, subsistence, materials, and any subcontracted items of work to obtain environmental clearance, approved regulatory permits, contract documents, and construction support. Progress payments will be based on actual hours, hourly costs and support service costs charged to the project on a monthly basis. The maximum "not to exceed" cost shall be submitted with the Proposal **in a separate, sealed envelope.**

Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date, and amount remaining.

Proposal

The Proposal shall be concise, well organized, and demonstrate an understanding of the Scope of Services as outlined in this RFP. Proposals shall be limited to no more than thirty-five (35) one-sided pages (8½"x11", or 11"x17" for fold-out drawings), inclusive of resumes, graphics, pictures,

photographs, dividers, front and back covers, cover letter, etc. Proposal submittals shall consist one (1) PDF emailed to thomas.wong@cityofsanrafael.org.

Proposals shall be evaluated based on the Evaluation Criteria section of this RFP.

At a minimum, Proposals shall include:

1. Proposals must be received via email no later than **5:00 PM, local time, on May 1, 2018**, to Thomas Wong. Address to:

Thomas Wong
thomas.wong@cityofsanrafael.org

2. Proposals shall be emailed in PDF form and clearly marked with the name of the consultant and "Shoreline Park Bathroom Rehabilitation."
3. Cover letter signed by the person authorized to negotiate a contract for proposed services with the City on behalf of the Proposal team. The cover letter must state that the sample Professional Services Agreement is acceptable as-is.
4. Project understanding outlining the consultant's basic understanding of the project and identifying key issues to be addressed during the project and any insights.
5. A detailed project approach and level of effort, in accordance with the section entitled "Scope of Work" of this RFP.
6. A project schedule including at minimum, those tasks outlined in the section entitled "Scope of Work" of this notice.
7. A statement of Qualification (SOQ) that includes:
 - a. The proposer's experience and history in performing this type of work, particularly those projects that have been successfully carried through construction.
 - b. References of persons, firms, or agencies that the City may contact to verify the experience of the proposer; include phone numbers.
 - c. An organization chart setting forth the project manager and the staff.
 - d. Experience for each individual expected to perform responsible portions of the work. Do not submit resumes for individuals who do not have a high probability of actually leading or working on the project.
 - e. Experience for each sub-consultant.

The consultant shall be aware of the following:

- Proposals and/or modifications to Proposals received after the hour and date specified in this RFP will be rejected and returned unopened to the proposer.
- All Proposals shall be submitted according to the specifications set forth in the RFP. Failure to adhere to these specifications may be cause for rejection.

- Once submitted, Proposals, including the composition of the consulting staff, shall not be changed without prior written consent.
- All requests for clarification for this RFP must be made in writing at least 96 hours prior to the due date as set forth in this RFP. Consultants shall contact Thomas Wong at thomas.wong@cityofsanrafael.org.

The City will only respond to written questions from consultants. The City cannot respond to verbal questions submitted by telephone or in person. All addenda will be posted on the City's Web site. By submitting a Proposal, the proposer affirms that they are aware of any addenda and have prepared their Proposal accordingly. No allowances will be made for a proposer's failure to inform themselves of addenda content. A link to the addenda may be accessed at <https://www.cityofsanrafael.org/projects-out-to-bid/>.

The City reserves the right to revise the RFP prior to the indicated due date. The City may consider extending the due date for RFP due to significant revisions to Scope of Services.

Evaluation Criteria

A review and selection committee, made up of City staff, will evaluate the consultants based on the Proposals and, if necessary, an oral interview to determine which consultant is best qualified to perform the work for this project. The committee will then determine a ranking of the consultants at which time negotiations may begin with the most qualified consultant and only their cost Proposal will be opened. The consultant fee will be evaluated to determine if the amount of the fee is considered a reasonable cost for the work outlined in the Proposal. If the top ranked consultant has submitted a reasonable fee, the committee will make a recommendation to the Public Works Director that negotiations be opened to ensure that the top ranked consultant has a full understanding of the expectations of the City, that the scope reflects all tasks anticipated and that the fee reflects completion of the project to the satisfaction of the City. In the event that the City and the top ranked consultant are unable to come to an agreement as to scope and fee, the City reserves the right to close negotiations with the top ranked consultant and open negotiations with the second-ranked consultant. Once an agreement is reached involving the scope and fee, the Public Works Director will make a recommendation to the City Council to award the project to the selected consultant and to authorize the Public Works Director to enter into an agreement with that consultant. If the City Council is in agreement with the recommendation, City staff will proceed with the completion of the agreement and prepare the contract for execution.

Ranking of the Proposals will be based on the following point system (100 points maximum):

1. Inclusion of all required items and completeness of the Proposal (15 points)
2. Understanding of the work to be done (30 points)
3. Previous experience of similar projects completed on time and within budget (20 points)
4. Qualified and experienced personnel in the project team (20 points)
5. Commitment to adhering to the project schedule and budget (15 points)

The City will notify each consultant regarding the outcome of the Proposal selection process.

The City may reject any or all of the Proposals if it deems such action are in the public interest.

Special Conditions

- Professional Services Agreement
The consultant selected to provide the scope of services shall use the City of San Rafael’s standard Professional Services Agreement. A copy of the template of this agreement is attached to this RFP. Submittal of a Proposal is acceptance of the Professional Services Agreement. Contractually required insurance coverage and endorsement information is shown in the body of the document.

- Reservations
This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for work.

- RFP as a Public Record
All Proposals submitted in response to this RFP become the property of the City and thus become public records and, as such, may be subject to public review.

- Right to Cancel
The City reserves the right to cancel or change, for any or no reason, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date, and submittal requirements.

- Additional Information
The City reserves the right to request additional information and/or clarification from any or all respondents to this RFP.

- Public Information
Consultants who wish to release information regarding the consultant selection process, contract award, or data provided by the City at any Public Hearing, must receive prior written approval from the City before disclosing such information to the public.

Attachments

1. City of San Rafael *Professional Services Agreement* Template (subject to change by the City Attorney’s office if necessary)

2. Shoreline Park Pathway Restroom Upgrades Access Compliance Survey Report

3. Location map and bathroom photographs

Thank you for your interest in contracting opportunities with the City of San Rafael.

Sincerely,



Thomas Wong
415.458.5360
thomas.wong@cityofsanrafael.org

**AGREEMENT FOR PROFESSIONAL SERVICES WITH
[NAME]
FOR ENGINEERING SERVICES**

This Agreement is made and entered into this _____ day of _____, 2018, by and between the **CITY OF SAN RAFAEL** (hereinafter "**CITY**"), and **[NAME]**, a California corporation (hereinafter "**CONSULTANT**").

RECITALS

WHEREAS, the **CITY** has determined that professional engineering services are required in connection with the **CITY** project entitled “Jean & John Starkweather Shoreline Park Bathroom Upgrade,” in which cost-effective design options to rehabilitate the existing restroom facility and construction plans are necessary; and

WHEREAS, the **CONSULTANT** has agreed to render such services;

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **CITY’S Project Manager.** The Director of Public Works is hereby designated the **PROJECT MANAGER** for the **CITY**, and said **PROJECT MANAGER** shall supervise all aspects of the progress and execution of this Agreement.

B. **CONSULTANT’S Project Director.** **CONSULTANT** shall assign a single **PROJECT DIRECTOR** to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. **[PROJECT DIRECTOR’S NAME]** is hereby designated as the **PROJECT DIRECTOR** for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute **PROJECT DIRECTOR**, for any reason, the **CONSULTANT** shall notify the **CITY** within ten (10) business days of the substitution.

2. **DUTIES OF CONSULTANT.**

CONSULTANT shall perform the duties and/or provide the services described in **CONSULTANT’S** Proposal dated **[DATE]**, marked as Exhibit “A,” attached hereto, and incorporated herein.

3. **DUTIES OF CITY.**

CITY shall compensate **CONSULTANT** as provided in Paragraph 4, and shall perform the duties as described in Exhibit "A" attached hereto and incorporated herein.

4. **COMPENSATION.**

For the full performance of the services described herein by **CONSULTANT**, **CITY** shall pay **CONSULTANT** on a time and materials basis for services rendered at the hourly rates shown in the “Hourly Rate Schedule” included in Exhibit “A” attached hereto, with a total not-to-exceed amount of **[COST]** for costs and services of **CONSULTANT** provided under this Agreement.

Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by **CONSULTANT**.

5. TERM OF AGREEMENT.

The term of this Agreement shall commence upon the date of execution of this Agreement and end [DATE], unless the parties agree to extend this Agreement for another 90 days, as approved in writing by City Manager.

6. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONSULTANT** and any and all of **CONSULTANT's** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **CITY** as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS.

Upon completion of all work under this Agreement, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Agreement will automatically be vested in the **CITY**; and no further agreement will be necessary to transfer ownership to the **CITY**. **CONSULTANT** shall furnish to **CITY** all necessary copies of data needed to complete the review and approval process.

8. INSPECTION AND AUDIT.

Upon reasonable notice, **CONSULTANT** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONSULTANT** in connection with its performance of its duties under this Agreement. **CONSULTANT** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

9. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. INSURANCE.

A. Scope of Coverage. During the term of this Agreement, **CONSULTANT** shall maintain, at no expense to **CITY**, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONSULTANT'S** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **CITY** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.

4. If it employs any person, **CONSULTANT** shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONSULTANT'S** worker's compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. Other Insurance Requirements. The insurance coverage required of the **CONSULTANT** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additionally named insureds under the policies.

2. The additional insured coverage under **CONSULTANT'S** insurance policies shall be primary with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY'S** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONSULTANT'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONTRACTOR** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONTRACTOR** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONTRACTOR** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

C. Deductibles and SIR's. Any deductibles or self-insured retentions in **CONSULTANT'S** insurance policies must be declared to and approved by the **PROJECT MANAGER** and City Attorney, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY'S** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY'S** satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. Proof of Insurance. **CONSULTANT** shall provide to the **PROJECT MANAGER** or **CITY'S** City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONSULTANT**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by **PROJECT MANAGER** and the City Attorney.

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the "**City Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), arising out of **CONSULTANT'S** performance of its obligations or conduct of its operations under this Agreement. The **CONSULTANT'S** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONSULTANT'S** indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONSULTANT'S** work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT'S** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT'S** performance of or operations under this Agreement, **CONSULTANT** shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONSULTANT** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend and hold harmless the **City Indemnitees** from and against any **CLAIMS** that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of **CONSULTANT** in the performance of its duties and obligations under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such **CLAIM** which is caused by the sole negligence or willful misconduct of

CITY. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

13. COMPLIANCE WITH ALL LAWS.

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

14. NO THIRD PARTY BENEFICIARIES.

CITY and **CONSULTANT** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

15. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO **CITY**'s Project Manager:

Bill Guerin
Director of Public Works
City of San Rafael
111 Morphew Street
San Rafael, CA 94901

TO **CONSULTANT**'s Project Director:

16. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONSULTANT**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONSULTANT** and **CITY** expressly intend and agree that the status of **CONSULTANT**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

17. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONSULTANT** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONSULTANT** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

18. SET-OFF AGAINST DEBTS.

CONSULTANT agrees that **CITY** may deduct from any payment due to **CONSULTANT** under this Agreement, any monies which **CONSULTANT** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

19. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

20. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

21. CITY BUSINESS LICENSE / OTHER TAXES.

CONSULTANT shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code **CONSULTANT** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed

under this Agreement, until **CONSULTANT** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

22. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF SAN RAFAEL

CONSULTANT

JIM SCHUTZ, City Manager

By: _____

Name: _____

Title: _____

ATTEST:

and

LINDSAY LARA, City Clerk

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney



City of San Rafael

Shoreline Park Pathway Restroom Upgrades

Access Compliance Survey Report

March 2017



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 - Facility 1 – Shoreline Park Pathway Restroom Upgrades**



NAVIGATION & LEGEND

Report Format

1	2	3	4	5	6	7	8	9	10	11
City of San Rafael		Access Compliance Survey Report						1-0-1		
Facility: *****		Area: Exterior				Part/Floor: On-site				
Address: *****										
Item No. and Name	Existing Architectural Barrier and Proposed Solution	Codes / Mitigation Info	Qty	Unit	Cost	Total				
2	POT from Accessible Parking Space to Entrance									
11585	<u>Sidewalk</u>									
	<ul style="list-style-type: none"> • <i>As-Built Description:</i> Cross slope more than 1/4"=12" (2%). • <i>As-built:</i> 3.5% • <i>Proposed Solution:</i> Modify cross slope. 	PCODE EA05 ADAAG 4.6.3 ADA 2010 502.4 CBC 2013 11B-502.4	50	JOB	\$45	\$2250				
	Notes: Maintain area.									

- Item Number:** Number corresponding to the number on the Barrier Location Map which identifies the general location of identified barriers.
- Item Name:** Describes the barrier location / item title (e.g.: parking lot, room name).
- As-Built Description:** Description of identified barrier based on applicable accessibility codes.
- As-Built:** Existing conditions/dimensions.
- Proposed Solution:** Description of steps necessary to remove barrier and, if applicable, an interim solution or notes.
- Codes / Info:**
 - *PCODE:* specifies the relevant SSA database code. Database code plus suffix:
 - REF: data shown for reference only [scope of work related to or covered by other item];
 - NT: non-typical problem or solution.
 - *ADAAG, ADA 2010, PRow,* and *CBC 2013:* specifies applicable sections of Federal and State accessibility codes.
- Qty:** Number of units required.
- Unit:** Unit of measurement used to compute cost estimate. LF=linear feet; SF=square feet; JOB=lump sum.
- Cost:** Estimated cost of specific solution per one unit.
(The final cost of the barrier-removal projects may exceed this estimate based on year of mitigation and design approach.)
- Total:** Total estimated cost for removing identified barrier (multiplied Qty by Cost).
- ID No:** Specifies Facility Number, Area Number: 1= Interior / 0 = Exterior, and Part / Floor Number.



*Report Format***ABBREVIATIONS**

ABA	Architectural Barriers Act	Lav	Lavatory
ADA	Americans with Disabilities Act	lbs	Pounds
ADAAG	ADA Accessibility Guidelines	LF	Linear foot
ADACO	ADA-Coordinator	Lib	Library
AFF	Above finished floor	MOD	Modernization project
BCS	Baby Changing Station	MoM	Method of mitigation
CA	State of California	MP	Master priority
CBC	California Building Code	MRR	Men's restroom
CSAS	CA State Accessibility Standards	N.A.R.	No action required
ANSI	American National Standards Institute	NT	Non-typical
C.T.P.	Contact third party	o.c.	On center
cl	Center line	O/R	Official responsible
CMGR	City Manager	P.A.	Physical alteration
D.A.	Designated accessible	P.M.	Program modification
DCS	Diaper changing station	POM	Plant Operations & Maintenance
DF	Drinking fountain	POT	Path of travel
Dir.	Director	PROW	Public Right-of-Way
E.F.	Equivalent facilitation	PTD	Paper towel dispenser
EHD	Electric Hand Drier	PW	Public Works
FC	Fire Chief	Qty	Quantity
FD	Finance Director	REF	Reference
FDC	Facilities Design & Construction	RGB	Rear grab bar
FTD	Feminine Tissue Dispenser	SCD	Seat cover dispenser
FHAAG	Fair Housing Act Accessibility Guidelines	SD	Soap dispenser
Fig.	Figure	sec.	Second
FM&O	Facilities, Maintenance & Operations	SF	Square foot
FND	Feminine napkin disposal	SGB	Side grab bar
FTD	Feminine tissue dispenser	tbd	To be determined
Gov.	Government	TPD	Toilet paper dispenser
HQ	Headquarters	UFAS	Uniform Federal Accessibility Standards
HWB	Hazardous waste bin	WC	Water closet
IBC	International Building Code	WRR	Women's restroom
ICC	International Code Council	WT	Water treatment facility
ISA	International Symbol of Accessibility	WWT	Waste water treatment facility
JOB	per one job (lump sum)		



COST SUMMARY

Facility: 1 Shoreline Park Pathway Restroom Upgrades		\$66,928.50
1-0-1 Exterior	On-site	\$6,068.50
1-1-1 Interior	Ground Floor	\$60,860.00
<i>Grand Total for City of San Rafael</i>		\$66,928.50



BARRIER LOCATION PLANS



City of San Rafael

Location:
2171 E Francisco Blvd, San Rafael, CA

Facility:
Shoreline Park Pathway Restroom

BARRIER LOCATION MAP



REF NORTH
N.T.S.

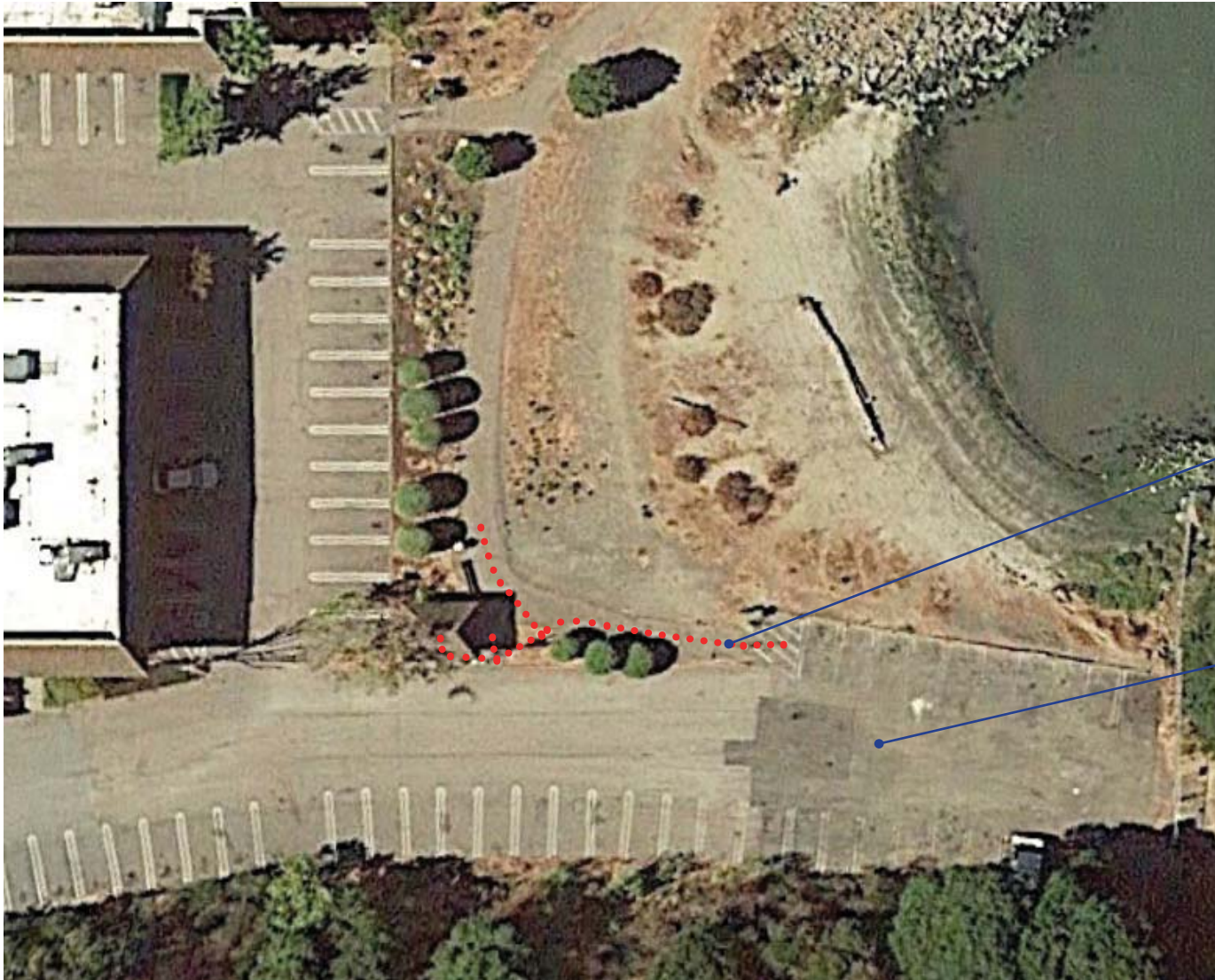
Prepared By:

Sally Swanson
Architects
San Francisco, CA

Project #: 24056.00

Date: 03-27-2017

Sheet: 1-0-1



2

1

1-0-1

Shoreline Park Pathway Restroom
Exterior - On-Site

- 1 — Item Number
- Accessible Path of Travel
- Barrier



City of San Rafael

Location:
2171 E Francisco Blvd, San Rafael, CA

Facility:
Shoreline Park Pathway Restroom

BARRIER LOCATION MAP



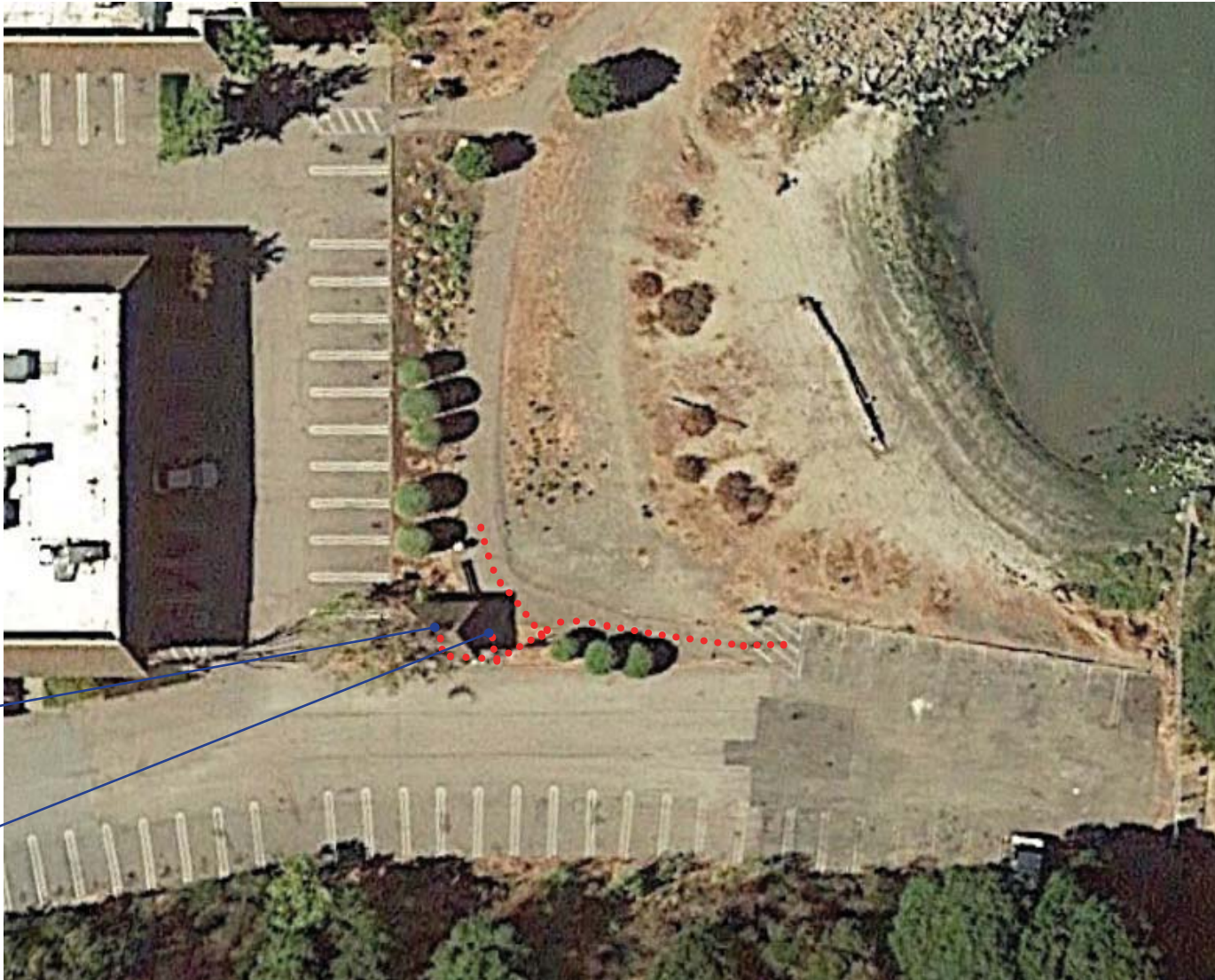
REF NORTH
N.T.S.

Prepared By:
Sally Swanson Architects
San Francisco, CA

Project #: 24056.00

Date: 03-27-2017

Sheet: 1-1-1



2

1

1-1-1

Shoreline Park Pathway Restroom
Interior - Ground Floor

1 — Item Number

..... Accessible Path of Travel

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SURVEY DATA

Facility: **Shoreline Park Pathway Restroom Upgrades**

Address: **2171 E Francisco Blvd**

Part: **Exterior**

Floor: **On-site**

Item No. and Name	Existing Architectural Barrier and Proposed Solution	Codes / Mitigation Info	Qty	Unit	Cost	Total
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1 Public Shore Parking Lot

Minimum Number

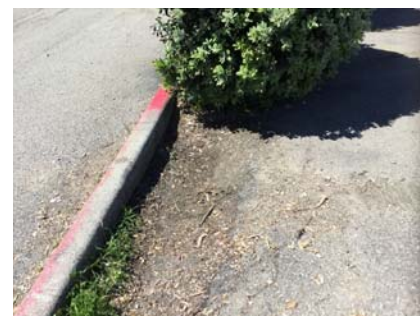
1	<ul style="list-style-type: none"> <i>As-Built Description:</i> At parking lot with 1-25 spaces, the number of accessible spaces is less than required by code; 1 space required <i>Proposed Solution:</i> Provide required accessible parking space with sign including a minimum of one van space. <i>Notes:</i> 22 totals parking spaces, 0 accessible parking spaces provided. 	<p>PCODE EA01A ADAAG 91 4.1.2(5) ADA 2010 208.2 CBC 2007 Tbl. 11B-6 CBC 2013 11B-208.2 Tbl. 11B-208.2</p>	1	JOB	\$300	\$300
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2 POT from Public Shore Parking to Restrooms Building

Changes in Level

7	<ul style="list-style-type: none"> <i>As-Built Description:</i> Walk: Pavement dislocation creates abrupt change in level exceeding 1/2" in accessible route. <i>As-Built:</i> 1" <i>Proposed Solution:</i> Remove, replace or repair area of pavement sufficient to correct abrupt change in level. 	<p>PCODE EF03REF ADAAG 91 4.3.8 ADA 2010 403.4 CBC 2007 1133B.7.4 CBC 2013 11B-403.4</p>	REF			
11	<ul style="list-style-type: none"> <i>As-Built Description:</i> Walk: Pavement dislocation creates abrupt change in level exceeding 1/2" in accessible route. <i>As-Built:</i> 3.5" to 3.75" lip due to adjacent surface tapering downward <i>Proposed Solution:</i> Remove, replace or repair area of pavement sufficient to correct abrupt change in level. <i>Notes:</i> To be resolved when resurfacing area. 	<p>PCODE EF03REF ADAAG 91 4.3.8 ADA 2010 403.4 CBC 2007 1133B.7.4 CBC 2013 11B-403.4</p>	REF			




Facility: **Shoreline Park Pathway Restroom Upgrades**


Address: **2171 E Francisco Blvd**


Part: **Exterior**

Floor: **On-site**


Item No. and Name	Existing Architectural Barrier and Proposed Solution	Codes / Mitigation Info	Qty	Unit	Cost	Total
13	<ul style="list-style-type: none"> • <i>As-Built Description:</i> Walk: Pavement dislocation creates abrupt change in level exceeding 1/2" in accessible route. • <i>As-Built:</i> 0.5" to 1.5" • <i>Proposed Solution:</i> Remove, replace or repair area of pavement sufficient to correct abrupt change in level. 	<p>PCODE EF03REF</p> <p>ADAAG 91 4.3.8</p> <p>ADA 2010 403.4</p> <p>CBC 2007 1133B.7.4</p> <p>CBC 2013 11B-403.4</p>				
						REF
						

Cross Slope

3	<ul style="list-style-type: none"> • <i>As-Built Description:</i> Cross slope more than 1":48" (2.083%). • <i>As-Built:</i> 2.9% to 3.4% • <i>Proposed Solution:</i> Modify cross slope. 	<p>PCODE EF07</p> <p>ADAAG 91 4.3.7</p> <p>ADA 2010 403.3</p> <p>CBC 2007 1133B.7.1.3</p> <p>CBC 2013 11B-403.3</p>	50	SF	\$25	\$1,250
						

5	<ul style="list-style-type: none"> • <i>As-Built Description:</i> Cross slope more than 1":48" (2.083%). • <i>As-Built:</i> Sloped due to irregular surfaces • <i>Proposed Solution:</i> Modify cross slope. 	<p>PCODE EF07REF</p> <p>ADAAG 91 4.3.7</p> <p>ADA 2010 403.3</p> <p>CBC 2007 1133B.7.1.3</p> <p>CBC 2013 11B-403.3</p>				
						REF
						

Detectable Warning

2	<ul style="list-style-type: none"> • <i>As-Built Description:</i> 36" wide band of truncated domes not provided at walkway or crossing adjoining a vehicular way, if surfaces are not separated by a curb, railing, or other element. • <i>Proposed Solution:</i> Provide 36" wide, contrasting color, band of truncated domes between pedestrian and vehicular area. 	<p>PCODE EG09</p> <p>ADAAG 91 4.29.5</p> <p>CBC 2007 1133B.8.5</p> <p>CBC 2013 11B-705.1.2.5</p>	7.5	LF	\$27	\$203
						

Facility: **Shoreline Park Pathway Restroom Upgrades**

Address: **2171 E Francisco Blvd**

Part: **Exterior**

Floor: **On-site**

Item No. and Name	Existing Architectural Barrier and Proposed Solution	Codes / Mitigation Info	Qty	Unit	Cost	Total
48	<ul style="list-style-type: none"> <i>As-Built Description:</i> 36" wide band of truncated domes not provided at walkway or crossing adjoining a vehicular way, if surfaces are not separated by a curb, railing, or other element. <i>Proposed Solution:</i> Provide 36" wide, contrasting color, band of truncated domes between pedestrian and vehicular area. 	PCODE EG09 ADAAG 91 4.29.5 CBC 2007 1133B.8.5 CBC 2013 11B-705.1.2.5	8	LF	\$27	\$216



Door

12	<ul style="list-style-type: none"> <i>As-Built Description:</i> Surface of required maneuvering clearance at door slopes more than 1/4":12" (2.0%). <i>As-Built:</i> 2.3% to 7.8% <i>Proposed Solution:</i> Modify surface slope at door. <i>Notes:</i> Recommend also when remodeling to provide separation from adjacent vehicular roadway or consider the option of relocating the doors to the building side directly serving trail. 	PCODE ID11 ADAAG 91 4.13.6 ADA 2010 404.2.4.4 CBC 2007 1133B.2.4 CBC 2013 11B-404.2.4	50	SF	\$40	\$2,000
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Fixed Bench

9	<ul style="list-style-type: none"> <i>As-Built Description:</i> Clear and level floor or ground space (30" x 48") not overlapping with other clear space requirements, is not provided at at least one end of the bench. <i>As-Built:</i> Adjacent wheelchair space on irregular surface. <i>Proposed Solution:</i> Provide and position a clear and level floor or ground space to allow wheelchair users to be seated shoulder-to-shoulder with an individual seated on the bench. <i>Notes:</i> Space is level but recommend resurfacing entire area. 	PCODE NO07REF ADAAG 91 4.32.2 ADA 2010 903.2 CBC 2007 1118B.4 CBC 2013 11B-903.2	REF			
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Facility: **Shoreline Park Pathway Restroom Upgrades**

Address: **2171 E Francisco Blvd**

Part: **Exterior**

Floor: **On-site**

Item No. and Name	Existing Architectural Barrier and Proposed Solution	Codes / Mitigation Info	Qty	Unit	Cost	Total
Walk						
8	<ul style="list-style-type: none"> As-Built Description: Walk: Slope greater than 1:20 (5.0%), and walk does not comply with requirements for ramps. As-Built: 11.5% Proposed Solution: Modify walk/sidewalk slope to 1:20 or less. 	PCODE EF01REF ADAAG 91 4.3.7 ADA 2010 403.3 CBC 2007 1133B.7.3 CBC 2013 11B-403.3				
						REF
						
4	<ul style="list-style-type: none"> As-Built Description: Walk: Irregular surface in pavement. Proposed Solution: Smooth pavement surface; grind or refinish surface. 	PCODE EF10 ADAAG 91 4.5.2 ADA 2010 303.1; 302.1 CBC 2007 1133B.7.1 CBC 2013 11B-303.1; 11B-302.1	200	SF	\$5	\$1,000
						
6	<ul style="list-style-type: none"> As-Built Description: Walk: Irregular surface in pavement. Proposed Solution: Smooth pavement surface; grind or refinish surface. 	PCODE EF10 ADAAG 91 4.5.2 ADA 2010 303.1; 302.1 CBC 2007 1133B.7.1 CBC 2013 11B-303.1; 11B-302.1	220	SF	\$5	\$1,100
						

Total Costs for	Floor: On-site	\$6,068.50
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Facility: **Shoreline Park Pathway Restroom Upgrades**

Address: **2171 E Francisco Blvd**

Part: **Exterior**

Floor: **On-site**

Item No. and Name	Existing Architectural Barrier and Proposed Solution	Codes / Mitigation Info	Qty	Unit	Cost	Total
Total Costs for		Area: Exterior				\$6,068.50

Facility: **Shoreline Park Pathway Restroom Upgrades**

Address: **2171 E Francisco Blvd**


Part: **Interior**

Floor: **Ground Floor**


Item No. and Name	Existing Architectural Barrier and Proposed Solution	Codes / Mitigation Info	Qty	Unit	Cost	Total
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1 Men's Restroom

Restroom

<p>16</p> <ul style="list-style-type: none"> <i>As-Built Description:</i> Single accommodation restroom not accessible; multiple compliance violations. <i>Proposed Solution:</i> Remodel area to provide single-occupant accessible restroom. <i>Notes:</i> Exact same layout of Women's Restroom. Not able to open the door at time of survey. City plans to demolish both restrooms and convert into single unisex restroom with urinal. Existing restroom measured at 71" wide x 91" deep. 	<p>PCODE WA01 ADAAG 91 4.22 ADA 2010 603.1 CBC 2007 1115B.3.2 CBC 2013 11B-603.1</p>	<p>1 JOB \$30,000 \$30,000</p>	
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Signage

<p>14</p> <ul style="list-style-type: none"> <i>As-Built Description:</i> Entrance to toilet or bathing facility not identified with ADAAG compliant signage. <i>As-Built:</i> Noncompliant latch sign <i>Proposed Solution:</i> Provide ADA compliant sign mounted at 48" min. above to baseline of the lowest Braille cells and 60" max. to baseline of the highest line of raised characters on nearest adjacent wall, on latch side of a single door (located not to cause a Braille reader to stand within the door swing). 	<p>PCODE SA11A ADAAG 91 4.1.3(16)(a) ADA 2010 216.8 CBC 2013 11B-216.8</p>	<p>1 JOB \$90 \$90</p>	
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<p>15</p> <ul style="list-style-type: none"> <i>As-Built Description:</i> Required in CA only: identification symbol centered 58" to 60" high on sanitary facility door that contrasts with the door not provided (women: 12" ø circle, men: 12" triangle, unisex: combined symbol). <i>As-Built:</i> No geometric sign provided <i>Proposed Solution:</i> Provide properly mounted sanitary facility symbol when altering area. If wheelchair accessible, include International Symbol of Accessibility on sign. 	<p>PCODE SA15 CBC 2007 1115B.6 CBC 2013 11B-703.7.2.6</p>	<p>1 JOB \$90 \$90</p>	
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2 Women's Restroom

Facility: **Shoreline Park Pathway Restroom Upgrades**

Address: **2171 E Francisco Blvd**

Part: **Interior**

Floor: **Ground Floor**

Item No. and Name	Existing Architectural Barrier and Proposed Solution	Codes / Mitigation Info	Qty	Unit	Cost	Total
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Accessories

28	<ul style="list-style-type: none"> • <i>As-Built Description:</i> Toilet paper dispenser less than 15" (CA: 19") or more than 48" above floor or not within 7" to 9" from front of water closet (Note: CA pre-2010 is allowed within 12" from front of water closet). • <i>As-Built:</i> 12" in front • <i>Proposed Solution:</i> Relocate or provide new toilet paper dispenser. 	PCODE WG02REF				
		ADAAG 91 4.16.6				
		ADA 2010 604.7				
		CBC 2007 1115B.8.4				
		CBC 2013 11B-604.7				

REF



19	<ul style="list-style-type: none"> • <i>As-Built Description:</i> Bottom of mirror located above lavatories or countertops more than 40" above floor. • <i>As-Built:</i> 55" high • <i>Proposed Solution:</i> Relocate or provide new accessible mirror. 	PCODE WG03REF				
		ADAAG 91 4.19.6				
		ADA 2010 603.3				
		CBC 2007 1115B.8.1				
		CBC 2013 11B-603.3				

REF



Door

34	<ul style="list-style-type: none"> • <i>As-Built Description:</i> Door lock or latch less than 34" or more than 48" above the floor (CA only: 34" to 44"). • <i>As-Built:</i> 49" AFF • <i>Proposed Solution:</i> Relocate or replace existing hardware. 	PCODE ID17REF				
		ADAAG 91 4.13.9				
		ADA 2010 404.2.7				
		CBC 2007 1133B.2.5.2				
		CBC 2013 11B-404.2.7				

REF



Door Hardware

33	<ul style="list-style-type: none"> • <i>As-Built Description:</i> Door does not have accessible operating hardware. • <i>Proposed Solution:</i> Provide lever handle or other accessible hardware. 	PCODE ID07REF				
		ADAAG 91 4.13.9				
		ADA 2010 404.2.7				
		CBC 2007 1133B.2.5.2				
		CBC 2013 11B-404.2.7				

REF






Facility: **Shoreline Park Pathway Restroom Upgrades**

Address: **2171 E Francisco Blvd**

Part: **Interior**

Floor: **Ground Floor**





Item No. and Name	Existing Architectural Barrier and Proposed Solution	Codes / Mitigation Info	Qty	Unit	Cost	Total
<u>Door Swing</u>						
31	<ul style="list-style-type: none"> • <i>As-Built Description:</i> Front approach: At pull side, door does not have clear and level maneuvering space measuring door width plus 18" x 60". (24" x 60" at exterior doors). • <i>As-Built:</i> 12" to trash bin • <i>Proposed Solution:</i> Remove or relocate furniture or storage items. 	<p>PCODE ID23AREF</p> <p>ADAAG 91 Fig. 25(a)</p> <p>ADA 2010 404.2.4</p> <p>CBC 2007 11B-26A(a)</p> <p>CBC 2013 11B-404.2.4</p>				
			REF			
						
<u>Drain</u>						
27	<ul style="list-style-type: none"> • <i>As-Built Description:</i> Floor surface sloped greater than 2.0% (1:48) due to drain. • <i>As-Built:</i> 6.3% slope at drain. • <i>Proposed Solution:</i> Remodel floor surface to compliance. 	<p>PCODE WF06A</p> <p>ADA 2010 608.9</p> <p>CBC 2013 11B-608.9</p>	1	JOB	\$500	\$500
						
<u>Electrical</u>						
30	<ul style="list-style-type: none"> • <i>As-Built Description:</i> Electric switch or control mounted less than 15" measured to the bottom of the outlet box or greater than 48 inches measured to the top of the outlet box. • <i>As-Built:</i> 50.5" high • <i>Proposed Solution:</i> Relocate light switches or control to between 15" and 48" height. 	<p>PCODE IC01REF</p> <p>ADAAG 91 4.2.5 & 6</p> <p>ADA 2010 308.2.1 & 308.2.2</p> <p>CBC 2007 1117B.6.3</p> <p>CBC 2013 11B-308.2.1 & 11B-308.2.2</p>				
			REF			
						

Facility: **Shoreline Park Pathway Restroom Upgrades**

Address: **2171 E Francisco Blvd**

Part: **Interior**

Floor: **Ground Floor**

Item No. and Name	Existing Architectural Barrier and Proposed Solution	Codes / Mitigation Info	Qty	Unit	Cost	Total
<u>Entry Door</u>						
32	<ul style="list-style-type: none"> • <i>As-Built Description:</i> Door swings into the clear 30x48 floor space required for any fixture. • <i>As-Built:</i> Door swings into clear space of lavatory. • <i>Proposed Solution:</i> Modify restroom layout. 	PCODE WC04REF ADAAG 91 4.22.2 ADA 2010 603.2.3 CBC 2007 1115B.3.1.1 CBC 2013 11B-603.2.3				REF
						
<u>Grab Bars</u>						
24	<ul style="list-style-type: none"> • <i>As-Built Description:</i> Side grab bar less than 42" long, or located more than 12 inches max. from the rear wall, or extending less than 54" from rear wall (CA only: front end min. 24" in front of water closet). • <i>As-Built:</i> 42" long SGB at 49.5" • <i>Proposed Solution:</i> Provide or relocate accessible side grab bar. 	PCODE WB07AREF ADAAG 91 Fig. 29(b) ADA 2010 604.5.1 CBC 2007 1115B.4.1.3.1 CBC 2013 11B-604.5.1				REF
						
23	<ul style="list-style-type: none"> • <i>As-Built Description:</i> The rear wall grab is less than 36" min. or does not extend from the centerline of the water closet 12" min. on one side and 24" min. on the other side. • <i>As-Built:</i> 24" long RGB at 36" 16" on wide side • <i>Proposed Solution:</i> Provide accessible rear grab bar. 	PCODE WB07BREF ADAAG 91 4.17.6 ADA 2010 604.5.2 CBC 2007 1115B.4.1.3.2 CBC 2013 11B-604.5.2				REF
						
<u>Lavatory</u>						
20	<ul style="list-style-type: none"> • <i>As-Built Description:</i> Hot or sharp-surfaced water/drain pipe not insulated or covered. • <i>Proposed Solution:</i> Insulate or cover water/drain pipe. 	PCODE WD05REF ADAAG 91 4.19.4 ADA 2010 606.5 CBC 2007 1115B.4.3.4 CBC 2013 11B-606.5				REF
						

Facility: **Shoreline Park Pathway Restroom Upgrades**

Address: **2171 E Francisco Blvd**

Part: **Interior**

Floor: **Ground Floor**

Item No. and Name	Existing Architectural Barrier and Proposed Solution	Codes / Mitigation Info	Qty	Unit	Cost	Total
22	<ul style="list-style-type: none"> • <i>As-Built Description:</i> Front edge of lavatory or counter less than 17" from wall for toe clearance. • <i>As-Built:</i> 15" deep • <i>Proposed Solution:</i> Install new lavatory. 	<p>PCODE WD09REF ADAAG 91 Fig. 31 ADA 2010 306.2; 306.3 CBC 2007 1115B.4.3 CBC 2013 11B-306.2; 11B-306.3</p>		REF		



Protrusion Limits

18	<ul style="list-style-type: none"> • <i>As-Built Description:</i> Protruding objects more than 4" from wall, when bottom of object more than 27" or less than 80" above finished floor. • <i>As-Built:</i> 9" at 43" AFF • <i>Proposed Solution:</i> Remove/relocate protruding object. Patch existing surface. • <i>Notes:</i> Hand dryer. 	<p>PCODE EG04REF ADAAG 91 4.4.1 ADA 2010 307.2 CBC 2007 1133B.8.6.1 CBC 2013 11B-307.2</p>		REF		
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Restroom

17	<ul style="list-style-type: none"> • <i>As-Built Description:</i> Single accommodation restroom not accessible; multiple compliance violations. • <i>Proposed Solution:</i> Remodel area to provide single-occupant accessible restroom. • <i>Notes:</i> City plans to demolish both restrooms and convert into single unisex restroom with urinal. Existing restroom measured at 71" wide x 91" deep. 	<p>PCODE WA01 ADAAG 91 4.22 ADA 2010 603.1 CBC 2007 1115B.3.2 CBC 2013 11B-603.1</p>	1	JOB	\$30,000	\$30,000
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Signage

40	<ul style="list-style-type: none"> • <i>As-Built Description:</i> Entrance to toilet or bathing facility not identified with ADAAG compliant signage. • <i>As-Built:</i> Noncompliant latch sign • <i>Proposed Solution:</i> Provide ADA compliant sign mounted at 48" min. above to baseline of the lowest Braille cells and 60" max. to baseline of the highest line of raised characters on nearest adjacent wall, on latch side of a single door (located not to cause a Braille reader to stand within the door swing). 	<p>PCODE SA11A ADAAG 91 4.1.3(16)(a) ADA 2010 216.8 CBC 2013 11B-216.8</p>	1	JOB	\$90	\$90
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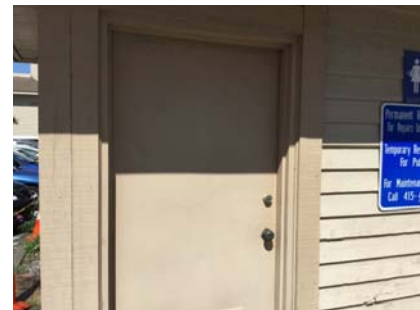
Facility: **Shoreline Park Pathway Restroom Upgrades**

Address: **2171 E Francisco Blvd**

Part: **Interior**

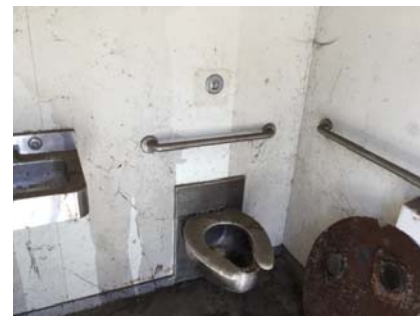
Floor: **Ground Floor**

Item No. and Name	Existing Architectural Barrier and Proposed Solution	Codes / Mitigation Info	Qty	Unit	Cost	Total
41	<ul style="list-style-type: none"> <i>As-Built Description:</i> Required in CA only: identification symbol centered 58" to 60" high on sanitary facility door that contrasts with the door not provided (women: 12" ø circle, men: 12" triangle, unisex: combined symbol). <i>As-Built:</i> No geometric sign <i>Proposed Solution:</i> Provide properly mounted sanitary facility symbol when altering area. If wheelchair accessible, include International Symbol of Accessibility on sign. 	<p>PCODE SA15</p> <p>CBC 2007 1115B.6</p> <p>CBC 2013 11B-703.7.2.6</p>	1	JOB	\$90	\$90



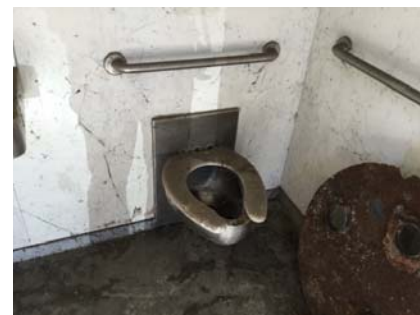
Toilet Stall

21	<ul style="list-style-type: none"> <i>As-Built Description:</i> 60" min. clearance around a water closet measured perpendicular from the side wall not provided (Fixtures are not allowed to overlap this clearance). <i>As-Built:</i> 43.5" from side wall to lavatory <i>Proposed Solution:</i> Remove adjacent fixture and provide new enclosure at accessible water closet. 	<p>PCODE WB01AREF</p> <p>ADA 2010 604.3.1; 604.3.2</p> <p>CBC 2007 1115B.7.1.3</p> <p>CBC 2013 11B-604.3.1; 11B-604.3.2</p>	REF			
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Water Closet

25	<ul style="list-style-type: none"> <i>As-Built Description:</i> Water closet not 18" from near side wall to center line of water closet (proposed new ADAAG: 16"-18"). <i>As-Built:</i> 20" o.c. <i>Proposed Solution:</i> Relocate existing water closet and plumbing, remount with offset closet flange to provide 18" max. from side wall. 	<p>PCODE WB02CREF</p> <p>ADAAG 91 Fig. 28</p> <p>ADA 2010 604.2</p> <p>CBC 2007 1115B.4.1.1</p> <p>CBC 2013 11B-604.2</p>	REF			
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26	<ul style="list-style-type: none"> <i>As-Built Description:</i> Height of water closet seat less than 17" or more than 19" from floor. <i>As-Built:</i> 16.5" high <i>Proposed Solution:</i> Provide new accessible water closet. 	<p>PCODE WB08REF</p> <p>ADAAG 91 4.16.3</p> <p>ADA 2010 604.4</p> <p>CBC 2007 1115B.4.1.4</p> <p>CBC 2013 11B-604.4</p>	REF			
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Facility: **Shoreline Park Pathway Restroom Upgrades**

Address: **2171 E Francisco Blvd**

Part: **Interior**

Floor: **Ground Floor**

Item No. and Name	Existing Architectural Barrier and Proposed Solution	Codes / Mitigation Info	Qty	Unit	Cost	Total
29	<ul style="list-style-type: none"> • <i>As-Built Description:</i> Flush Control: Operating handle not mounted toward wide side of stall. • <i>As-Built:</i> Operating button directly in middle above RGB • <i>Proposed Solution:</i> Replace flush control with properly mounted accessible type, or install sensor flush. • <i>Notes:</i> Recommend relocating operating handle, existing location may have conflict with reach ranges. 	PCODE WB10REF ADAAG 91 4.16.5 ADA 2010 604.6 CBC 2007 1115B.4.1.5 CBC 2013 11B-604.6		REF		



Total Costs for	Floor: Ground Floor	\$60,860.00
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Facility: **Shoreline Park Pathway Restroom Upgrades**

Address: **2171 E Francisco Blvd**

Part: **Interior**

Floor: **Ground Floor**

Item No. and Name	Existing Architectural Barrier and Proposed Solution	Codes / Mitigation Info	Qty	Unit	Cost	Total
Total Costs for Area: Interior						\$60,860.00

Facility: **Shoreline Park Pathway Restroom Upgrades**

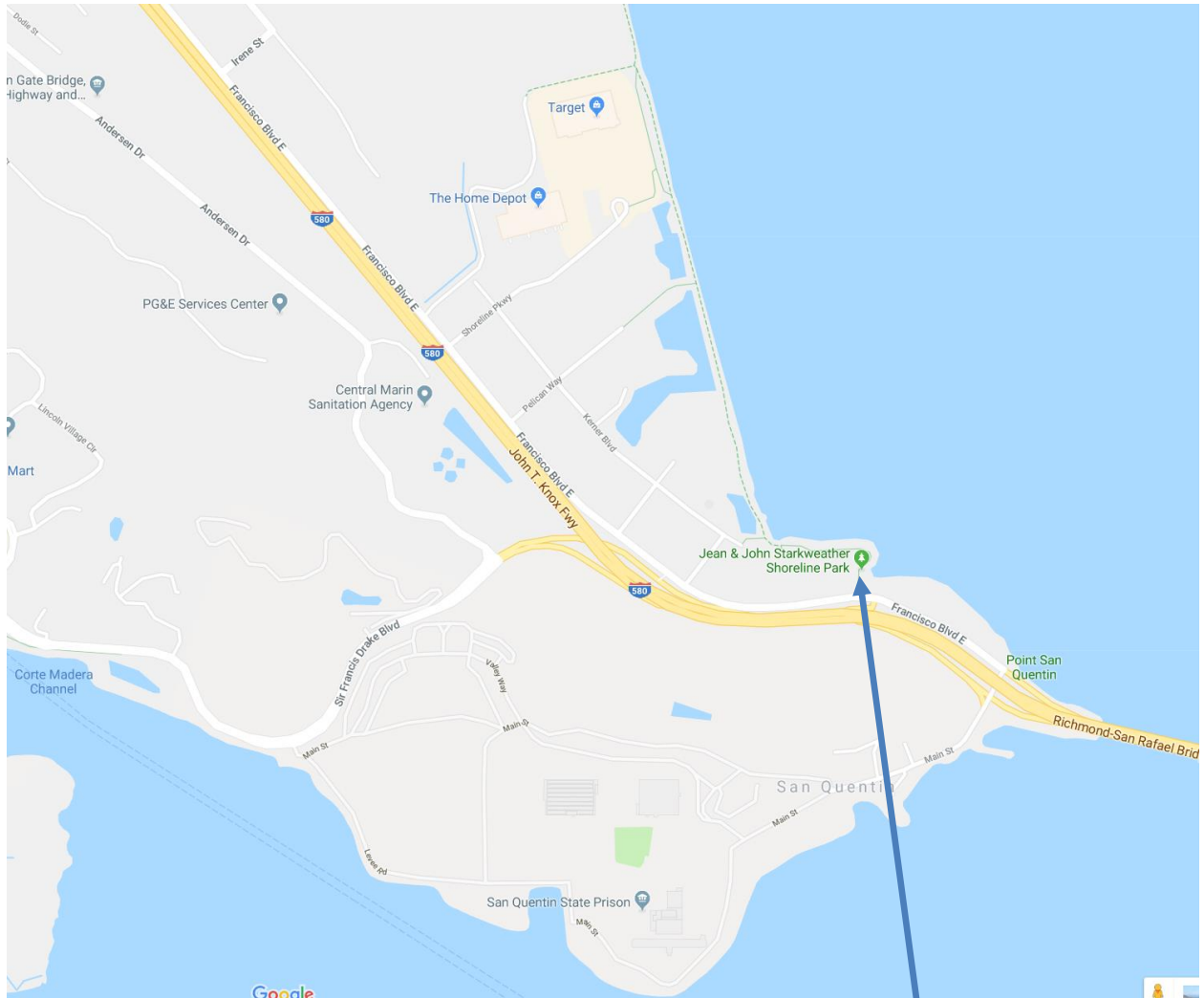
Address: **2171 E Francisco Blvd**

Part: **Interior**

Floor: **Ground Floor**

Item No. and Name	Existing Architectural Barrier and Proposed Solution	Codes / Mitigation Info	Qty	Unit	Cost	Total
Total Costs for	Facility: Shoreline Park Pathway Restroom Upgrades					\$66,928.50
Total Costs for	City of San Rafael					\$66,928.50

Location Map and Photographs



Shoreline Park Bathroom











