



# STAFF REPORT

## SAUSALITO CITY COUNCIL

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### AGENDA TITLE:

Viña Del Mar/Yee Tock Chee Park/Lot 2 Bathrooms ADA Improvements. Status report and authorization of additional funds.

### RECOMMENDED ACTIONS:

Accept Report. Adopt Resolution Authorizing the City Manager to Execute Agreement Amendment No. 1 to the Professional Services Agreement with Architerra for Additional Services

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### SUMMARY

The City of Sausalito was sued by an individual as a result of making improvements to Viña Del Mar Park without including facilities that accommodate access for the disabled. The claimant made other demands about the inadequate accommodation for the disabled at the public bathrooms next to Parking Lot 2. The City settled with the individual and agreed to install improvements at Viña Del Mar Park and Lot 2 bathrooms. The City hired Architerra from Santa Rosa to prepare designs for a cost not to exceed \$14,360. The Agreement was approved by the former City Manager in 2007 exercising her purchasing authority at the time.

Architerra prepared plans that were approved by the claimant but were rejected by the Planning Commission and Historic Lands Board at a Joint Meeting. Significant redesigns occurred which were presented to the Historic Lands Board. These revised plans were also rejected. Staff of Architerra have indicated that design budget has been exhausted and are requesting additional funds. This request increases the agreement costs above the City Manager's authorization limit.

The purpose of this report is to report on the project and to seek authorization for funds for additional plan revisions.

Staff recommends that the Council adopt the attached resolution authorizing the City Manager to execute Agreement Amendment No. 1 to the Professional Services Agreement with Architerra for additional plan revisions.

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## BACKGROUND

The Americans with Disabilities Act (ADA) was adopted in the early 1990's to prevent discrimination as a result of barriers to disabled persons. ADA requires cities to make reasonable accommodation to eliminate barriers. Developing and maintaining a transition plan is a first step to assure compliance.

A civil rights discrimination claim was filed against the City because the City made improvements to Viña del Mar Park without making changes to provide disabled access. The City settled the claim in the fall of 2006 and agreed to make ADA improvements to the Viña Del Mar Park and Lot 2, including the bathrooms next to the parking lot.

The City hired Architerra of Santa Rosa to prepare plans and specifications for the improvements for a cost of \$14,360. Plans prepared by Architerra, in conformance with concepts approved by the plaintiff were rejected by the Planning Commission and Historic Lands Board (HLB) in the winter of 2007 and revisions were rejected by the HLB in the spring of 2008. Public Capital Improvement Projects are required to undergo design review similar to private development projects.

The Architect exhausted the design budget of \$5,026 and exceeded it by \$3,446.40. Additional revisions are needed to respond to second round HLB review comments. Architerra has submitted a request for an additional \$6,000 to complete the concept design. The total budget will then equal \$20,360. This amount exceeds the purchasing authority of the City Manager.

## ISSUES

### Plan Revisions:

The plaintiff desired access to the brick "podium" between the Elephant Statues and demanded upgrades to the Lot 2 bathrooms to meet ADA design guidelines. At the moment this podium lacks any form of ramp to accommodate wheelchair bound persons. Access is currently achieved by climbing a small flight of steps. Some plumbing fixtures have been replaced in the Bathrooms at Lot 2 however changes are not sufficient to respond to the settlement and the bathroom still does not conform to ADA design guidelines.

Plans were prepared and revised once. At the second meeting with the HLB member of the public submitted a concept sketch of Viña Del Mar Park prepared by Leffingwell Associates that had been approved by the Planning Commission or HLB in 1998. During the second HLB meeting staff became aware of the plans which are concept level architectural sketches. Since that approval the plan was partially implemented with the podium and the fountain restored, though the ramp was not installed. Also benches provided by the Sausalito Women's Club were donated and installed in conflict

with those approved plans. New plans need to be developed to reconcile the changes with the old approvals and then be vetted before the current Planning Commission and HLB.

Park Changes- Conformance with Ordinance 1128:

Members of the Public have asserted that the proposed changes need to undergo a formal referendum to conform with Ordinance 1128. As a result of City Attorney recommendation the project has been proceeding without such consideration. Should the voters reject a proposal to install ramps the City could face a federal civil rights discrimination case. There is ample case law that suggests that the City would be compelled to make changes regardless of the local vote. The City Attorney has also suggested that the proposed changes are "minor maintenance and upkeep" which does not require a formal referendum.

**FISCAL IMPACT**

This additional concept design work is estimated to cost \$6,000. The budget for these improvements is available in the Current Approved Budget.

A purchase order requisition is attached. The amount is for \$11,827.60 which includes the \$6000 design services requested in this report and \$5,887.60 remaining from the previously authorized Original Agreement to fund preparation of specifications, construction administration, and AS-Built Plan Preparation.

**STAFF RECOMMENDATIONS**

Accept the above status report.

Adopt the attached Resolution Authorizing the City Manager to Execute Amendment No. 1 to the Professional Services Agreement with Architerra for Additional Services.

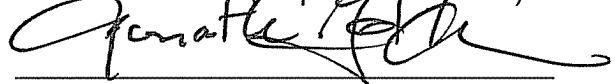
**ATTACHMENTS**

- Resolution
- Agreement Amendment, Original Agreement
- Site Plans
- Requisition

PREPARED BY:

  
\_\_\_\_\_  
Todd Teachout, City Engineer


REVIEWED BY (Department Head):

  
\_\_\_\_\_  
Jonathon Goldman,  
Director of Public Works

Reviewed by:

\_\_\_\_\_  
Mary Wagner, City Attorney

Reviewed by:

  
\_\_\_\_\_  
Charlie Francis,  
Interim Director of Finance

SUBMITTED BY:

\_\_\_\_\_  
Adam W. Politzer  
City Manager

RESOLUTION \_\_\_-09

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO  
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE  
AMENDMENT No. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF SAUSALITO AND ARCHITERRA, INC. FOR DESIGN SERVICES FOR  
IMPROVEMENTS AT VIÑA DEL MAR PARK, LOT 2 BATHROOMS, AND YEE  
TOCK CHEE PARK**

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**WHEREAS**, the City of Sausalito entered into a Professional Services Agreement with Architerra, Inc to prepare plans, construction documents and construction design support services for accessibility improvements at Viña Del Mar park, Lot 2 Bathrooms and Yee Tock Chee Park in conformance with the Americans with Disabilities Act Guidelines, and

**WHEREAS**, designing and installing accessibility improvements is necessary to comply with terms of a Settlement Agreement with Lieber et al and the Americans with Disabilities Act, and

**WHEREAS**, Plans were prepared and submitted to the City for design review approvals, and

**WHEREAS**, Plan revision demands exceeded the budget for such work, and

**WHEREAS**, Architerra has submitted a new proposal to additional plan revisions to for an estimated cost of \$6,000 to be incurred on a time and materials basis, and

**WHEREAS**, it is necessary to complete project plans for further design review approvals and construction.

**NOW, THEREFORE**, the City Council of the City of Sausalito hereby resolves as follows:

1. Approves and Authorizes the City Manager to Execute Amendment No. 1 to the Professional Services Agreement between the City of Sausalito and Architerra, Inc amount not to exceed \$6,000.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Sausalito on the 21<sup>st</sup> day of April, 2009, by the following vote:

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

\_\_\_\_\_  
Mayor, City of Sausalito

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
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This **AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT**, (this "Amendment") is made and entered into this 7<sup>th</sup> day of April, 2009, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and **ARCHITERRA, INC.** (hereinafter "Consultant").

### RECITALS

The following Recitals are a substantive part of this Agreement:

A. City and Consultant entered into a Professional/Consulting Services Agreement dated as of January 27, 2007 (the "Agreement"). Pursuant to the Agreement, the Consultant provides the City with certain services related to development of improvement plans at Viña Del Mar Park, Yee Tock Chee Park, and Lot 2 Bathroom to enable compliance with the Americans with Disabilities Act and other disabled access requirements and regulations.

B. As a result of unanticipated plan revision demands the Consultant has requested that the project budget be increased by \$6,000 to \$20,360 to provide additional plan design services in addition to the services currently being provided.

C. City and Consultant desire to enter into this Amendment to include the provision of such services.

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

#### **Section 1. Scope of Work**

Section 1 of the Agreement is hereby amended to provide that in addition to the services set forth in Exhibit A of the Agreement. That services set forth in Exhibit C are also performed.

#### **Section 2. Compensation.**

Section 4 of the Agreement is amended to provide that in consideration of the additional Work to be performed by the Consultant as set forth in Section 1 of this Amendment Consultant shall be compensated in an amount not to exceed \$6,000 (six thousand dollars).

#### **Section 3. Effect on Agreement.**

Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect. In the event of any inconsistency between the Agreement and this Amendment, the terms of this Amendment shall control.

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**Section 4. Entire Agreement; Conflicts.**

This Amendment and the Agreement contain the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified herein, no prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Amendment and the Agreement shall not be modified or altered except in writing signed by both parties.

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

City of Sausalito

Consultant

\_\_\_\_\_  
By: Adam W. Politzer  
Its: City Manager

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

approved as to form:

\_\_\_\_\_  
Mary Anne Wagner  
City Attorney



## Exhibit "C"

### RECITALS

The City of Sausalito retained Architerra, now Architerra-MacRae (Architerra), to prepare construction drawings and specification for accessibility improvements for Vina del Mar Park, Yee Tock Chee Park and lot 2 bathrooms. A work scope is detailed in our agreement dated January 29, 2007.

The budget for the schematic and design phase was \$5026 for this project. As a result of revision demands arising from Planning Commission and Historic Lands Boards review, design costs have exceeded budget. Architerra requests additional funding authorization.

Architerra staff reviewed the tasks still to be completed and discussed a new plan concept with City staff, the third developed for this project, and have developed a new proposal that is expected to enable the project to advance to construction bidding.

Architerra proposes to complete the schematic phase, including obtaining approvals from the Sausalito Planning Commission and Historic Lands Board which have oversight authority for design and historical character. It is understood that much of the work has been completed but may need to be adjusted as we proceed through obtaining approvals.

It is anticipated that more than one option may need to be presented to the various committees, adjustments made and final presentation presented for design review/historic review approval. Therefore the following schedule is anticipated and covered by this proposal:

#### **A. Schedule of Services - Phase 1 Schematic Development**

- Make adjustments to the designs of the two parks (Vina del Mar and Yee Tock Chee) and Lot 2 restrooms for presentation. (More than one solution may be completed for presentation.)
- Informal meeting with the Sausalito's Women's Club to obtain feedback from any changes affecting facilities that the Club has placed at the project sites.
- Formal meeting(s) with Planning Commission/Historical Lands Board to review the entire project.
- Revision of designs for final presentation (if needed)
- Final presentation to Planning Commission/Historical Lands Board for approval

It should be noted that this portion of the project should complete the schematic design phase which is covered by this proposal. The need to place a ramp behind the Southerly Elephant

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statue will require that the irrigation system be altered. These design services are not currently defined or costs developed. A proposal for these services is expected to be developed at an undetermined future date.

Design Development Drawings in this case shall consist of preliminary construction drawings for your review and approval. The plans shall consist of the following:

- 1 Site Plan (all)
- 2 Floor Plan (Lot 2 Bathroom)
- 3 Elevations (Lot 2 Bathroom)

**B. Schedule of Services – Presentation of Drawings to Committees**

Sausalito Women’s Club  
Historic Lands Board  
Planning Commission

**C. Schedule of Compensation**

Our basic professional fee based on the above listed items shall be the following:

- Phase 1- Schematic Design (Exterior) \$ 2,000.00
- Phase 2- Presentation Meetings:
  - a) Preparation \$ 500.00
  - b) Meeting \$ 500.00

We identified the need to have three meetings. We assume that staff will meet with the Sausalito Women’s Club. We believe there will be “progress” meetings required for Historic Lands Board and Planning Commission and a final meeting of a joint Planning Commission/HLB.

**TOTAL Architerra Documents \$ 6,000.00**

Architerra MacRae Architects shall invoice periodically for work as it is completed. Progress payments shall be submitted based on percentage completed and shall be due and payable within 30 days from date of invoice. Payments not received within 30 days shall accrue a late fee of 18% annually along with added administrative costs incurred.

**Conditions and Exclusions**

- 1. One site visit is figured in this proposal. Should the need arise, and at the approval of the owner, Architerra MacRae Architects shall make additional visits to the site on a time and material basis.
- 2. Should this project be terminated at any time during development of the drawings, or be delayed for more than three (3) months, then the Architerra-MacRae Architects shall be paid for services performed prior to the receipt of written notice from the owner of termination.

3. Changes in the scope of the project after the schematic development phase will be charged on an hourly basis over and above the fee for Basic Services. Notification and owner approval shall occur prior to commencement of a change in the scope of work.

4. The following items are excluded from our Basic Services fee and are considered reimbursable when authorized by the Owner:

- a) Cost of governmental fees, permits and assessments.
- b) Cost of reproduction, printing, and postage.
- c) Models and renderings
- d) Interior design
- e) Fire sprinkler engineering
- f) E.I.R., traffic, noise, and other governmental reports.
- g) Soils reports
- h) Offsite improvements
- i) Structural Engineering
- j) Photography.
- k) Landscape Architecture and irrigation design.
- l) Processing of Conditional Use Permits, Variances, or Design Reviews
- m) Testing Laboratory Services
- n) Overtime Work (when authorized)
- o) Off Site Drawings
- p) Attendance at Governmental Hearings or meetings beyond commitment defined above

5. Additional services authorized by the owner shall be based on time and material as follows:

Principal	\$ 210.00
Project Manager/Architect	\$ 165.00
Project Architect	\$ 135.00
CADD Drafter I	\$ 120.00
CADD Drafter II	\$ 90.00
Clerical	\$ 65.00

CITY OF SAUSALITO  
PROFESSIONAL/CONSULTING SERVICES AGREEMENT

This **PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Agreement") is made and entered into this 29 day of JANUARY, 2007, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and Architerra,LLP (hereinafter "Consultant").

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

**Section 1. Scope of Work**

Consultant shall provide City with the services described in Exhibit A which is attached hereto and incorporated herein by this reference as though set forth in full.

The duties and services required of Consultant under this Agreement and pursuant to this Section 1 are referred to throughout the remainder of this Agreement as "the Work."

**Section 2. Responsible Individual.** The individual directly responsible for the performance of the duties of Consultant is Xavier Orozco. 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. *Notwithstanding anything herein to the contrary, the fee for the performance of the Work shall not exceed Fourteen Thousand Three Hundred Sixty Dollars.*

**Section 5. Amendments.**

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

#### **Section 6. Independent Contractor - Subcontractors.**

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

#### **Section 7. Consultant's Responsibility.**

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

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

#### **Section 8. Hold Harmless and Indemnification.**

Consultant shall indemnify, defend and save City, its officers, elected and appointed officials, employees, contractors and agents harmless from and against any and all liability, claims, suits, actions, damages and/or causes of action of any kind arising out of any bodily injury, personal injury, property damage or in violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of Consultant, or on account of the performance or character of the Work or otherwise related to its performance of this Agreement to the extent that any such liability, claims, suits, actions, damages and/or causes of action arises out of the intentional, negligent or willful misconduct of the Consultant. *To the fullest extent permitted by law (including without limitation, California Civil Code Sections 2782 and 2782.6) Consultant agrees to indemnify, defend and hold City, its elected and appointed officials, employees, contractors, agents and employees 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 consultant's negligent acts, recklessness, and/or wilfull misconduct as determined by a court or forum of competent jurisdiction.*

### **Section 9. Insurance.**

Consultant shall take out and maintain during the life of the Contract: (a) Comprehensive General Liability and Automobile Liability insurance in an amount not less than \$ 1,000,000 combined single limit applying to bodily injury, personal injury and property damage; (b) professional liability insurance in the amount of \$ 2,000,000 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, contractors and agents must be named as a Named Insured under the coverage afforded with respect to the work being performed under the Agreement.

### **Section 10. Nondiscrimination.**

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

### **Section 11. City Personnel Conflict of Interest.**

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

### **Section 12. Consultant Conflict of Interest.**

Consultant covenants that 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.


**Section 15. Termination.**

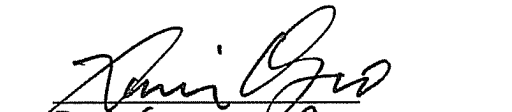
City may terminate this Agreement at any time without reason stated or required by giving written notice of the same and specifying the effective date thereof, at least seven calendar days before the effective date of such termination. If the Agreement is terminated by City as provided herein, Consultant 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

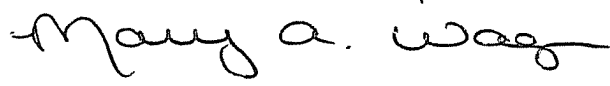
Consultant

  
By: DANA H. WHITSON  
Its: City Manager

  
By: XAVIER DROZOV  
Its: PARTNER / PRINCIPAL

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approved as to form:

A handwritten signature in cursive script that reads "Mary a. Wagner". The signature is written in black ink on a white background.

Mary Anne Wagner  
City Attorney



## EXHIBIT A

### SCOPE OF WORK

Architerra, LLP will provide construction documents including construction drawings and specifications to address the accessibility issues stated in your Request for Proposal dated September 28, 2006 and the Disabled Access Survey dated January 20, 2006.

In reading the issues to be addressed, it appears that the higher budget figures will be required to provide an acceptable solution and our proposal is based on this assumption. Based on this Architerra, LLP will provide the services listed in your RFP for a fee of Fourteen Thousand, Three Hundred Sixty Dollars (\$14,360.00). Additional copies will be provided as a reimbursable expense. This fee shall be based on the following phases of work:

Schematic Phase	15%	\$ 2,154.00
Design Development Phase	20%	\$ 2,872.00
Construction Documents	40%	\$ 5,744.00
Construction Administration	20%	\$ 2,872.00
As-Built Record drawings	5%	\$ 718.00
TOTAL		\$14,360.00

As-built record drawings shall be based on marked up plans provided by the contractor. We anticipate being able to start the project immediately following the execution and delivery of a contract. Project completion will be per a mutually agreed upon schedule. The Schedule shall include milestones with defined deliverable as follows:

- Contract Execution (Signed Contract)
- Schematic Drawings (Tabloid and E sized Plan Sheets)
- Design Development Drawings (Tabloid and E sized Plan Sheets)
- Construction Documents (Special provisions, Letter sized detail plans)

There is a goal to meet the above milestones by April 30, 2007

The principals of Architerra are committed to a hands-on approach to their projects. So the principals of Architerra will be you main contacts and the key personal handling your project. We feel that this hands-on approach is one of the main reasons that Architerra is able to deliver on their commitment to superior service.

Architerra is committed to superior collaborative service to their clients. This approach will assure a rewarding and pleasant experience for all.

EXHIBIT B



ARCHITERRA, LLP

100 Wikiup Drive Santa Rosa, CA 95403  
Phone: (707) 578-7000 Fax: (707) 578-7020  
E-Mail Info@ArchiterraLLP.com Web: www.ArchiterraLLP.com

**Schedule of Hourly Rates**

Effective: January 1, 2006 thru December 31, 2006

**Project Rates**

- Principal \$175.00
- Project Manager \$150.00
- Project Architect \$125.00
- Job Captain \$110.00
- CAD Operator \$95.00
- Clerical \$65.00

**Consulting Rates**

- Principal (4-hours minimum plus expenses) \$200.00
- Depositions/Expert Witness (4-hours minimum plus expenses) \$325.00

**Expenses**

- Reimbursable Expenses Cost plus 10%
- Consultants Cost plus 10%
- Mileage 50 cents/mile

60  
19

Client#: 7967

ARCHITERRA

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YY)  
10/20/06

**PRODUCER**  
Dealey, Renton & Associates  
P. O. Box 12675 Attn: TAC  
Oakland, CA 94604-2675  
510 465-3090

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
Architerra  
100 Wickiup Drive  
Santa Rosa, CA 95403

INSURER A: United States Fidelity & Guaranty

INSURER B: XL Specialty Insurance Co.

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	EK01981584	10/15/06	10/15/07	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	EK01981584	10/15/06	10/15/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ AUTO ONLY: AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU- LITY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISBAF - POLICY LIMIT \$
B	<b>OTHER Professional Liability</b>	DPR9600637	10/12/06	10/12/07	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 General Liability policy excludes claims arising out of the performance of professional services.

FOR PROPOSAL PURPOSES ONLY

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

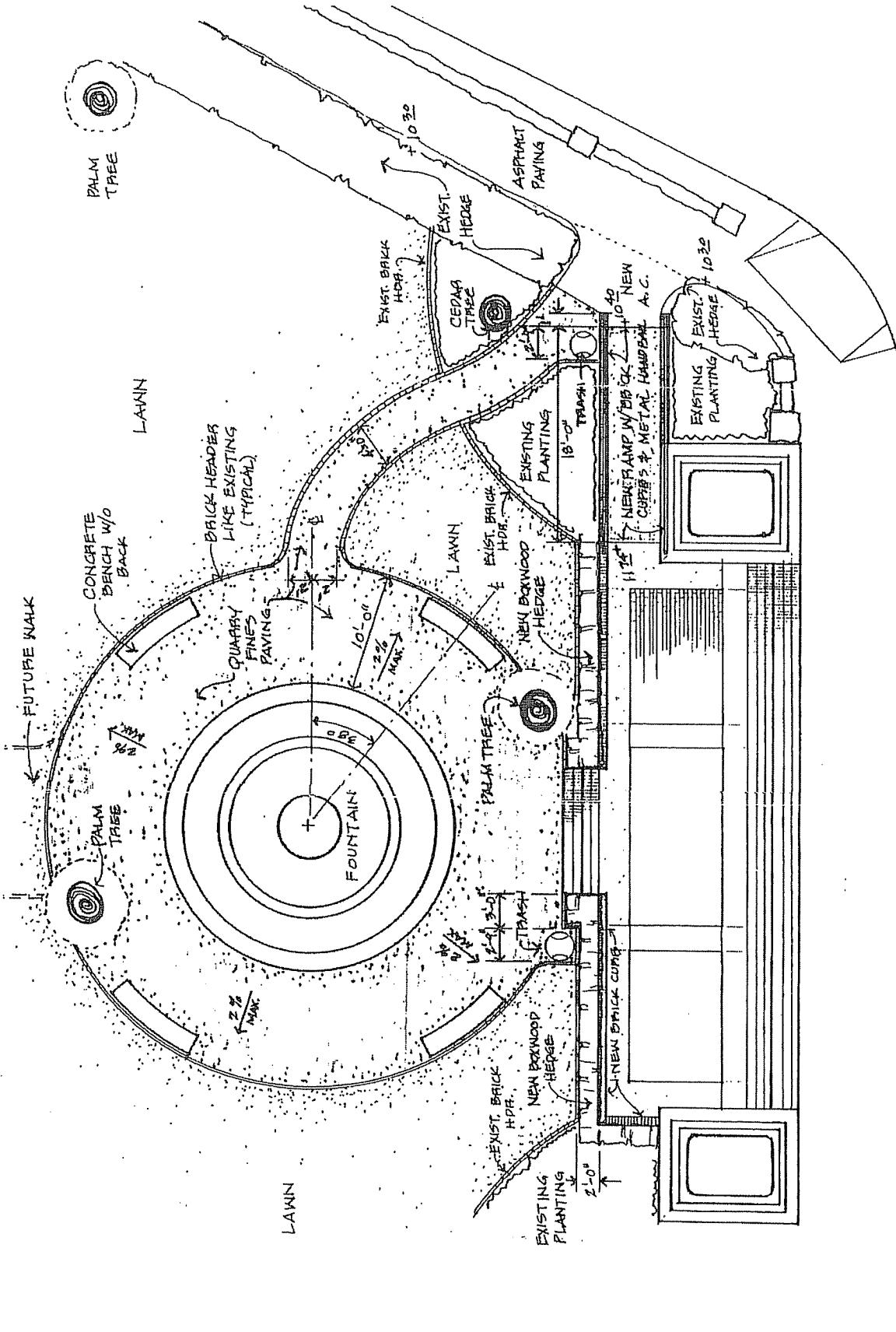
\*\*\*\*\*SPECIMEN\*\*\*\*\*

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Naomi M. Barrett*

66  
20



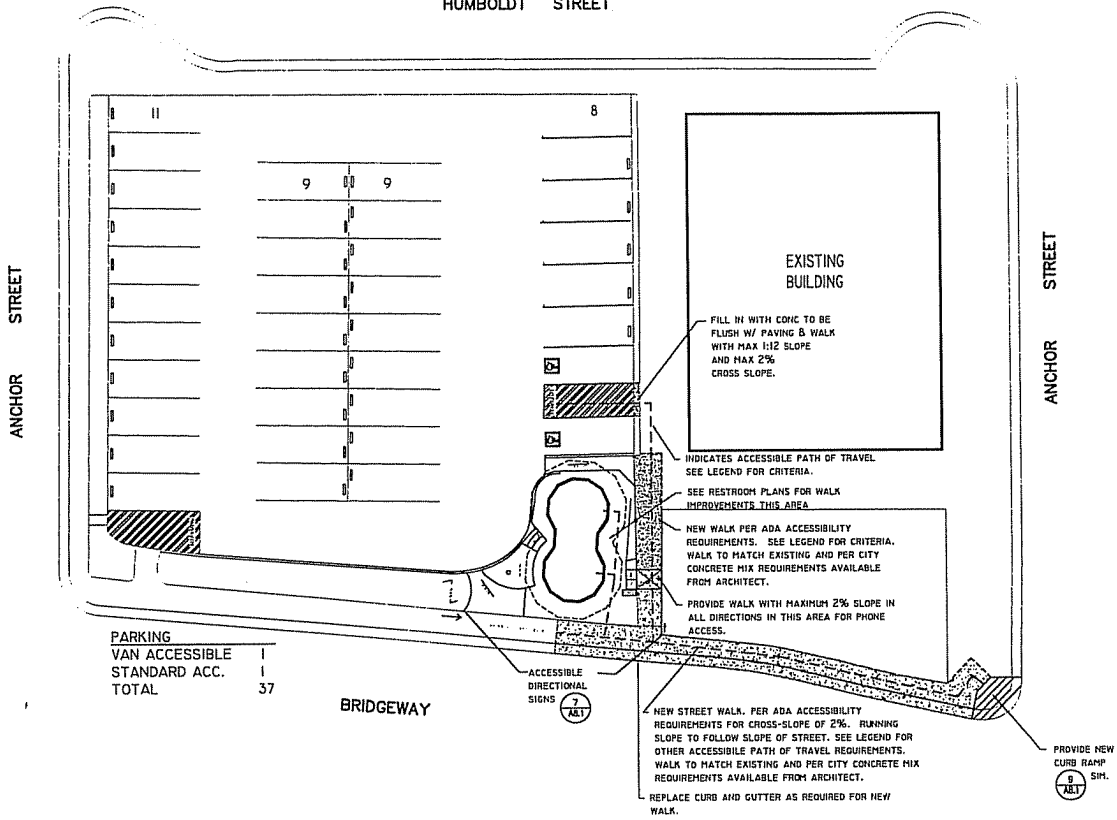
Landscape Architecture  
**Leffingwell Associates**  
 CA License No. 1148  
 413 Lido Street  
 Sausalito, CA 94965

VINA DEL MAR  
 MODIFICATIONS  
 SCALE: 1/8" = 1'-0"  
 10.20.96

BRIDGEWAY BLVD.

62  
 21

HUMBOLDT STREET



SITE PLAN - PARKING LOT 2

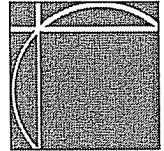
SCALE: 1" = 10'-0"



NORTH

LEGEND

--- ACCESSIBLE PATH OF TRAVEL AS INDICATED ON PLAN IS A BARRIER FREE ACCESS WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/2" WITH 1:2 MAX. SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL. MAXIMUM SLOPES ARE LESS THAN 1 IN 20 WITH 2% MAX. CROSS SLOPE EXCEPT ADJACENT TO STREET. SLOPE IN THE DIRECTION OF TRAVEL FOR WALKS ADJACENT TO STREET MAY FOLLOW THE STREET SLOPE. ALL OTHER CRITERIA TO BE COMPLIANT.



ARCHITERRA, LLP

SOUTHERN CALIFORNIA OFFICE  
3676 OCEAN RANCH BLVD  
OCEANSIDE, CA 92056

TEL: 760-433-6200  
FAX: 760-433-6220

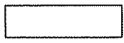
NORTHERN CALIFORNIA OFFICE

101 VINLIP DRIVE, SUITE D  
SAN RAFAEL, CA 94903  
TEL: 707-574-7090  
FAX: 707-574-1020



CITY OF SAUSALITO  
420 LITHO STREET  
SAUSALITO, CA

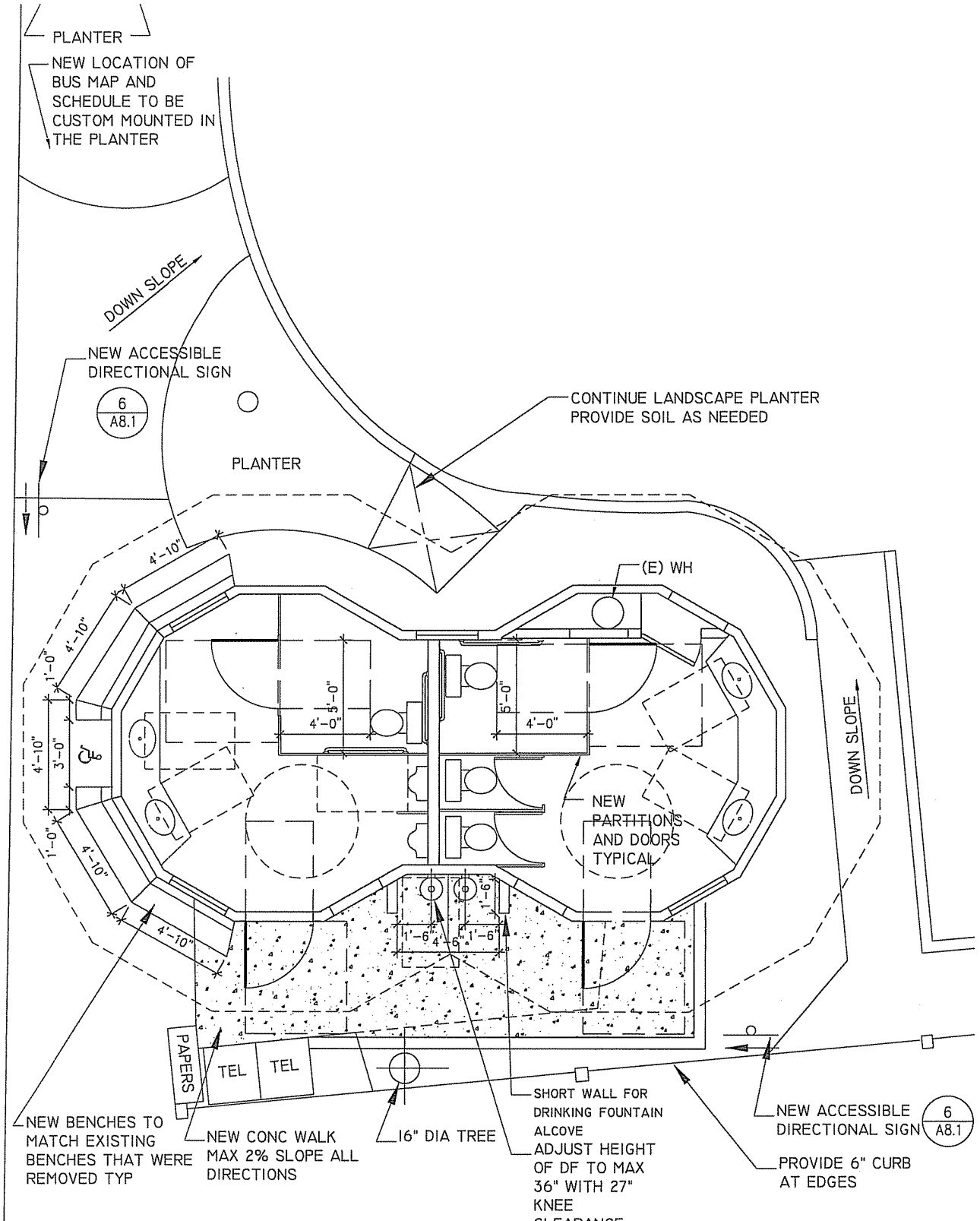
ACCESSIBILITY IMPROVEMENTS PROJECT



PROJECT NUMBER: 07-02  
DATE: JAN 12, 2007  
REVISED: NOV 17, 2007

SITE PLANS  
PARKING LOT 2

A0.3 *6c*  
*22*



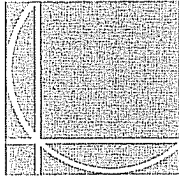
**RESTROOM FLOOR PLAN**

SCALE: 1/4" = 1'-0"



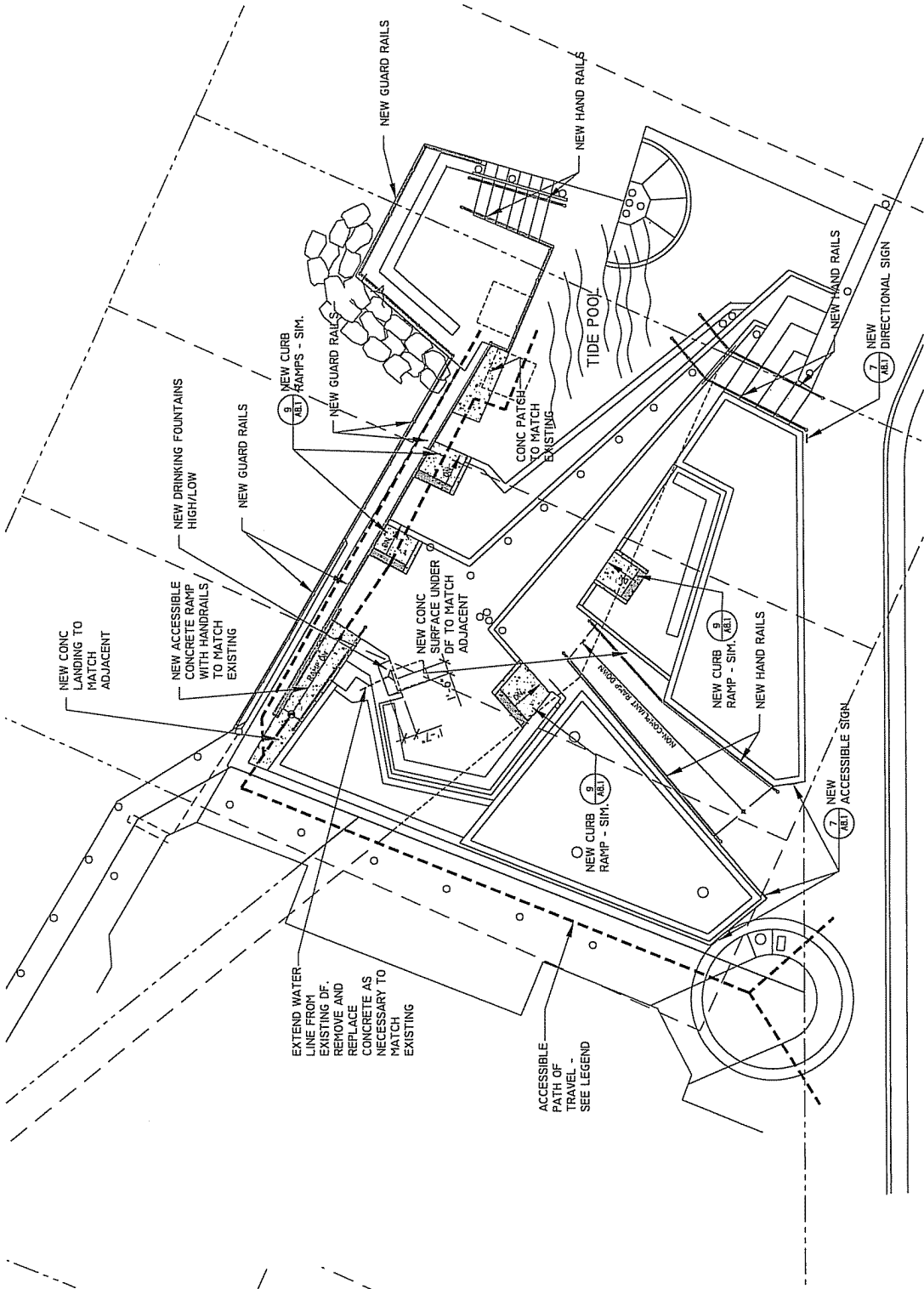
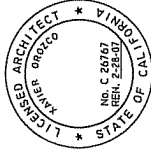
PLAN NORTH

6c  
23



**ARCHITERRA, LLP**  
 SOUTHERN CALIFORNIA OFFICES  
 2030 OCEAN FRONT BLVD.,  
 SUITE 200, SAN ANTONIO, CA 94104  
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 FAX: 708 433 4222

NORTHERN CALIFORNIA OFFICES  
 100 WILLOW CREEK, SUITE 2  
 SANTA ROSA, CA 95403  
 TEL: 708 573 7000  
 FAX: 708 573 7000



606  
24  
SITE PLAN - YEE TOCK CHEE PARK

SCALE: 1" = 10'-0"

teachout

Requisitions Proof List

Date: 04/15/2009  
Time: 11:23:23

<u>Req No</u>	<u>Req Date</u>	<u>Item Name</u>	<u>Vendor No</u>	<u>Appr Status</u>	<u>Account No</u>	<u>PM Task and Type</u>	<u>Quantity</u>	<u>Price</u>	<u>Amount</u>
Dept: 410									
Employee No: TEACT									
0000633	04/15/2009		ARCHITER	Approved	140-000-2390-040	CG07004-100 Service	1.00	11,827.60	11,827.60
Warning: General Ledger									
The budget for account 140-410-4110-450 is exceeded by \$12,109.60									
								Employee Total:	11,827.60
								Dept Total:	11,827.60
								Grand Total:	11,827.60

*[Handwritten Signature]*  
15 APR 09

60  
25