



# STAFF REPORT

## SAUSALITO CITY COUNCIL

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### AGENDA TITLE:

Design Development for Replacement of Downtown Public Restrooms

### RECOMMENDED ACTIONS:

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

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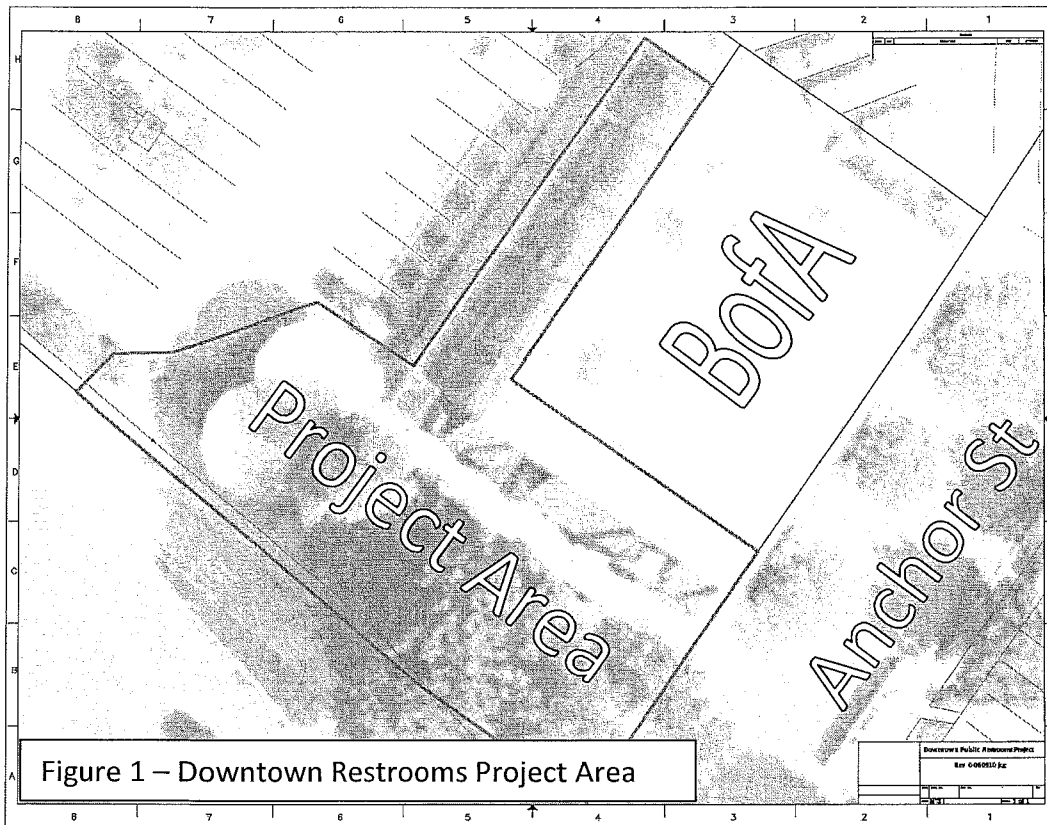
### SUMMARY

During the course of its regular meeting of April 21, 2009, Council directed staff to separate the remodeling of the public restrooms element from an accessibility improvements project being developed for the downtown area and to return to Council with a new project to completely replace the public restrooms. To leverage the recent experience in public participation and design development for the Bridgeway to Ferry Landing NMTTP project, Staff requested and Royston Hanamoto Alley & Abey (RHAA) submitted a proposal to develop the public restroom replacement project. The scope of the project contemplated is not expected to alter the number or use of parking spaces in municipal lot 2, but will involve the space occupied by the public restrooms now, as well as the pedestrian routes to and from the facility. Figure 1 depicts the likely maximum areal extent of the project (*see following page*).

Staff has evaluated RHAA's proposal and finds the firm to be qualified and the proposed budget reasonable given the sensitivity the community has for change in the project area. From design to project completion, RHAA has estimated that the fees will total \$175, 830 (given certain assumptions). Staff recommends that the Design Phase be authorized at this time against a budget of \$66,700 which would not be exceeded without subsequent authorization.

### BACKGROUND

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



The City hired Architerra-MacRae to prepare plans to retrofit existing improvements to make them compliant with ADA guidelines. Architerra-MacRae had prepared plans to adjust fixtures, partitions, doors, fountains and entrance landings. Initial plans were reviewed by the Historic Landmarks Board and the Planning Commission. Approvals were not granted.

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

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

**FISCAL IMPACT**

To complete the design development phase of this project RHAA has proposed and Staff supports compensation on a time- and materials-reimbursable basis against a budget of \$66,700. Upon approval of the final design, Staff will seek authorization for additional funds as generally outlined in the attached proposal. As needed the proposal will be revised with necessary back-up determine the estimate to produce final construction documents. Currently the entire effort is estimated to be \$175,830.

The full cost for design and delivery of the Viña Del Mar/Lot 2/Downtown Bathrooms is not known at this time. The adopted FY10 General Capital Projects budget includes \$190,000 for all of the design and construction work for the Viña Del Mar/Lot 2/ Downtown Bathrooms ADA improvements. Approximately \$14,000 has been spent on designs for these project elements this fiscal year to date. An additional encumbrance of \$10,000 has been requested under a separate Council Agenda Item, but not yet approved. Assuming that the \$10,000 is approved at a future date, approximately \$166,000 is available and unencumbered to fund the recommended design development services.

**STAFF RECOMMENDATIONS**

Staff recommends that the City Council:

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

**ATTACHMENTS**

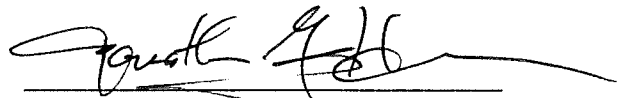
A Resolution of the City Council of the City of Sausalito Approving and Authorizing the City Manager to Execute a Professional Services Agreement with Royston Hanamoto Alley & Abey for Design Development of Replacement Downtown Public Restrooms (with exhibits)

PREPARED BY:



Todd Teachout  
City Engineer

REVIEWED BY (Department Head):



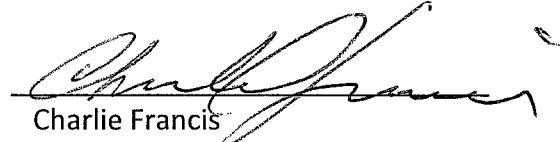
Jonathon Goldman,  
Director of Public Works

REVIEWED BY:

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Mary Wagner  
City Attorney

REVIEWED BY:



Charlie Francis  
Administrative Services Director/Treasurer

SUBMITTED BY:



Adam W. Politzer  
City Manager

RESOLUTION No. \_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO  
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A  
PROFESSIONAL SERVICES AGREEMENT WITH ROYSTON HANAMOTO  
ALLEY & ABEY FOR DESIGN DEVELOPMENT OF REPLACEMENT  
DOWNTOWN PUBLIC RESTROOMS**

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

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

**WHEREAS**, in response to Staff's request, Royston Hanamoto Alley & Abey ("RHAA") submitted a proposal included with the attached Exhibit "A" incorporated by reference herein to develop a design for said replacement facilities; and

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

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

**WHEREAS**, RHAA is qualified to perform the work; and

**WHEREAS**, RHAA has proposed and Staff supports compensation on a time- and materials-reimbursable basis against a budget of \$66,700 for the proposed initial phase of the required professional services; and

**WHEREAS**, once approval of the final design is acquired, Staff will seek authorization for additional funds as generally outlined in Exhibit "A" with the cost for RHAA's entire effort estimated to be \$175,830; and

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

**WHEREAS**, approximately \$14,000 has been spent on designs for said project elements this fiscal year to date, and an additional encumbrance of \$10,000 has been requested separately, but not yet approved as of this date; and

**WHEREAS**, assuming that the \$10,000 is approved at a future date, approximately \$166,000 is available and unencumbered to fund the recommended design development services.

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

1. Approves the Professional Services Agreement with Royston Hanamoto Alley and Abey for provision of design development plans described more particularly in Exhibit "A" attached hereto and made a part hereof.
2. Authorizes the City Manager to execute said Professional Services Agreement with Royston Hanamoto Alley and Abey for an amount not to exceed \$66,700 without further authorization.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Sausalito on this 15th day of June, 2010, by the following vote:

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

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

ATTEST:

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

CITY OF SAUSALITO  
PROFESSIONAL/CONSULTING SERVICES AGREEMENT

This **PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_, 2010, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and **Royston Hanamoto Alley & Abey** (hereinafter "Consultant").

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

**Section 1. Scope of Work**

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

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

**Section 2. Responsible Individual.** The individual directly responsible for the performance of the duties of Consultant is **Manuela King**. Consultant represents and warrants that the execution of this Agreement has been approved by Consultant and that person executing this Agreement on behalf of Consultant has the full authority to do so.

**Section 3. Work Schedule.**

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

**Section 4. Compensation.**

In consideration of the performance of the Work described in Section 1 pursuant to the schedule set forth in Section 3, Consultant shall be compensated at the rate set forth in Exhibit B which is attached hereto and incorporated herein as though set forth in full **in an amount not to exceed \$66,700 without further authorization**. Consultant shall not charge City for any administrative expenses or overhead, including without limitation, facsimile, mileage and other/or any other expenses incurred by Consultant in connection with Consultant's provision of the Work. Consultant acknowledges and agrees that the compensation to be paid

to Consultant under this Section 4 represents the full amount due and owing to Consultant in connection with performance of the Work.

#### **Section 5. Amendments.**

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

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

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

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

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

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

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

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



persons, including injuries or death, or economic losses, but only to the extent resulting from Consultant's or its consultants negligent acts, recklessness, and/or willful misconduct as determined by a court or forum of competent jurisdiction.

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

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

Consultant shall take out and maintain during the life of the Contract: (a) Comprehensive General Liability and Automobile Liability insurance in an amount not less than \$ 2,000,000 combined single limit applying to bodily injury, personal injury and property damage; (b) professional liability insurance in the amount of \$1,000,000 per claim and \$ 2,000,000 aggregate.

The liability policy(ies) are to contain, or be endorsed to contain, the following provisions:

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

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

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

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

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

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

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

**Section 13. Assignment.**

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

**Section 14. Ownership of Documents.**

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

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

**Section 15. Termination.**

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

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

City of Sausalito

Consultant

\_\_\_\_\_  
By: Adam W. Politizer  
City Manager

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

approved as to form:

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

EXHIBIT ~~B~~ <sup>A</sup>  
SCOPE OF WORK

R | H | A | A

May 5, 2010

Jonathan Goldman, Todd Teachout  
Public Works Director  
City of Sausalito  
Sausalito, CA

RE: Sausalito Waterfront Projects

Dear Jonathan and Todd,

In response to your request, RHAA is please to submit this proposal to the City of Sausalito for a new restroom and related landscape in the waterfront area. This proposal describes professional services to be performed by RHAA and its consultants in collaboration with the City.

We have assembled a highly qualified team to assist us on the project:  
Endresware- Architects and Structural Engineering  
CSW/ Stuber-Stroeh Engineering Group, Inc. - Civil Engineering  
Lefler Enginnering, Inc.- Mechanical and Plumbing Engineering  
O'Mahony & Myer- Electrical Engineering  
Cromb & Associates- Cost Estimation  
Rockridge Geotechnical, Inc.- Geotechnical Engineering

Attached is our detailed fee proposal and a description of services by our sub-consultants. Please feel free to call me with any questions, adjustments or revisions to this proposal. We are committed to working with the City of Sausalito on this project in a manner that allows for meeting the City's intent in an efficient manner.

Sincerely,

Manuela King, ASLA, LEED AP  
Principal



April 23, 2010

R | H | A | A  
Attn: Jacob Millard LEED AP  
225 Miller Ave, Mill Valley, CA 94941  
P 415.383.7900 F 415.383.1433

RE: Endres Ware's Limited Architectural and Structural Engineering CD Phase Fee Proposal  
Sausalito Replacement Parking Booth, Restroom Building and Bus Stop Area

Dear Jacob Millard:

Per your request we have prepared a fee proposal for limited architectural and structural engineering services for the Replacement Parking Booth, Restroom Building and Bus Stop Area in Sausalito, CA. We would be pleased to perform the limited architectural and structural design services for the above referenced project as outlined in Endres Ware's attached proposal for professional services. We look forward to the continued opportunity of working closely with RHAA and the design team on the Sausalito Replacement Parking project.

**SCOPE OF WORK / BRIEF**

As presented by RHAA we understand the scope of work will include limited architecture and structural engineering for the following scope of work:

- (i) Architectural and Structural Design of new Restroom Building and Redesign of Bus Stop Area.  
Assumed to be 500SF – 700SF building at budget of \$300/SF.
- (ii) Architectural and Structural Design of Replacement Parking Booth and Office  
Assumed to be 450SF building at budget of \$300/SF.

The project schedule is assumed to be 120 working days.

**SCOPE OF SERVICES**

Endres Ware's scope of services and deliverables will include limited architectural and structural design for the Project as outlined below:

- I. Schematic Design Phase **(N.T.E. Estimate \$22,000)**
  - 1. Field Investigation: site reconnaissance to verify existing site conditions and proposed plan. (Existing hardscape, utilities, trees and topography survey to be provided by City)
  - 2. Coordinate with RHAA's landscaping plan, master plan and site plan.
  - 3. Prepare building design concept options and supporting graphics to explain concepts.  
Develop plan to meet specific program requirements and to reflect City input, planning staff comments/directives, and functional considerations.

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4. Code review and analysis of occupant loads, accessibility, exits, construction type, etc.
5. Schematic Structural Design consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for alternate structural systems.
6. Prepare final schematic design package including illustrative plan to include site plan, floor plans, elevations, sections.
7. Prepare presentations for meetings
8. Attend two design team coordination meetings, two client meetings and two planning commission/city council meetings (1 each)
9. *Items that Endres Ware will prepare for design review as additional services only if required:*
  - a. *Shadow studies.*
  - b. *Models.*
  - c. *Street strip elevation and rendered perspectives.*

## II. Construction Documents Phase

**(Estimate \$27,000)**

1. Develop final building floor plans based on City approved Schematic Design Documents, code requirements, and final resolution of spaces.
2. Define final mechanical, electrical and plumbing (MEP) criteria based on City comments. Locate and/or describe specific utility requirements and equipment location for each area or use, and coordinate with MEP consultants.
3. City review and finalize selection of interior/exterior materials, finishes, fixtures, appliances, etc. as applicable.
4. Prepare construction documents to include title sheet, site plan (from RHAA), floor plans, roof plan, exterior elevations, interior elevations, specifications, schedules, details and notes and specifications as required for a building permit, approximately 10 to 14 sheets of drawings.
5. Inter-discipline coordination (structural, mechanical, plumbing, and electrical).
6. Meet with the City to review drawings and specifications package. Refine package based on cost and value engineering input from Contractor and/or MEP consultants.
7. Agency consulting and review including meetings with building and fire department staff as required for final resolution of code issues as necessary.
8. Quality assurance: final inter-discipline coordination and back check of drawings; issue final construction documents for plan check/building permit review.
9. Preparation of final structural engineering calculations, Drawings and Specifications setting forth in detail the structural construction requirements for the Project.

## **ADDITIONAL SERVICES**

The following services are not included in the proposed scope of services and are not included in the fee estimate. Endres Ware will perform the following additional services on an as needed basis at the hourly rates indicated in the attached Fee Schedule.

1. Bid Services
  - (i) Provide responses to Sub-Contractor bid queries including clarifications to architectural and structural design and documentation as required.

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- (ii) Undertake limited update / revisions of documentation for Construction Issue.
- 2. Endres Ware could provide 3D visuals or computer graphic modeling for client presentation as additional services on an as requested time charge basis at the rates outlined in Endres Ware's attached Fee Schedule.
- 3. Attending construction site meetings including limited observation services at intervals appropriate to the stage of construction.
- 4. Construction support services: processing of submittals and shop drawings, responding to Contractor's Requests for Information, and Review of test reports, Special Inspection reports and design verification reports as required by building officials.
- 5. Review City's, Architect's and Contractor's proposals for changes to the structural design as required; for example meetings with plan checkers to review design changes.
- 6. Prepare and issue detail or supplemental structural drawings or instructions as required due to changes in the scope of the project.
- 7. Providing As-built drawings or indicating measurements of any existing structures.
- 8. Plan Check Responses when the Plan Check Comments are provided by "Outside Plan Checkers", i.e. when the Building Department chooses to subcontract the plan checking to an outside Consultant.
- 9. Preparation of Architect's opinion of probably Construction cost.
- 10. Accommodating significant design or scope changes including, but not limited to, differences in the Project scope, area, cost or schedule, and revisions to the architectural design intent or MEP components that affect the structural system.
- 11. Bidding and Negotiation as well as Construction Administration services for this project are not included but could be provided on an as needed basis at the hourly rates indicated in the Schedule of Charges as additional services.

11a. Bidding and Negotiation Phase (N.I.C., Additional Services billed Hourly)

- i. Preparation and distribution of responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents.
- ii. Participation in reviews and evaluations of bids or proposals.
- iii. Assistance in preparation of construction contract agreement forms for approval by City.
- iv. Preparation and distribution of sets of contract documents for execution by parties to the Contract.

11b. Construction Administration Phase (N.I.C., Additional Services billed Hourly)

- v. Observation Services: Observation Services consist of visits to the site by Project Representative at intervals appropriate to the stage of the Work or as otherwise agreed by the City and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine, in general, if the Work is proceeding in accordance with the Contract Documents, as well as preparing related reports and communications. Endres Ware disclaims any and all responsibility for the Contractors work product and quality of work.
- vi. Processing of submittals, including receipt, review of, and appropriate action on the Shop Drawings, Product data, Samples and other submittals required by the Contract Documents.
- vii. Processing quotation requests and change orders including review of proposals from Contractor for reasonableness of quantities and costs of labor and materials for proposed work to be added, deleted or modified.



- viii. Prepare and issue detail or supplemental drawings or instructions as required.
- ix. Review of test reports, Special Inspection and design verification as required by building officials.
- x. Review City's proposals for changes to the design as required. Including any additional services and meetings required by the fast track nature of the project; for example meetings with plan checkers to review design changes.

12. Providing a Record Set of Drawings of completed project.

### **SERVICES TO BE PROVIDED BY OTHERS**

1. Providing existing conditions CADD drawings indicating measurements and details of all existing structures and architectural and site elements.
2. Cost Estimating Services.
3. Waterproofing Consulting Services.
4. Topography and property line surveys.
5. Civil Engineering services.
6. Geotechnical services.
7. Materials testing and inspection services.
8. Landscape Architectural design services
9. Mechanical, Electrical and Plumbing (MEP) services.
10. Electronic infrastructure, security and media consulting services.
11. Structural Design of the adjacent buildings, including but not limited to the concrete structure, the foundations, the lateral and gravity load bearing systems.
12. Processing value engineering requests and change orders including review of proposals from Contractor for reasonableness of quantities and costs of labor and materials for proposed work to be added, deleted or modified.

### **PROPOSED FEE**

We proposed to complete the above limited scope of services on a lump sum basis billed as a percentage of completion not to exceed the proposed fee of \$49,000 (forty-nine thousand dollars). Reimbursable expenses are not included in this fee and will be billed at cost plus 10% (Estimated to be \$1,200). Our invoices are issued on a monthly basis for work completed in the prior month, and our payment terms are net thirty (30) days. Any changes in our total fees based upon approved scope changes or approved additional services will be made in accordance with the attached Fee Schedule.

### **SCHEDULE**

Endres Ware is available to begin services on this project within approximately two (2) weeks of receipt of your written authorization to proceed and requested project site/context information. For the purposes of assigning staff to the project, Endres Ware has assumed a 120 working day project design duration to issue the 100% Construction Documents.

**TERMS AND CONDITIONS**

The attached Terms and Conditions of Service and Fee Schedule are integral parts of this proposal. To confirm the authorization, please review and return one signed copy of this agreement attached as an appendix to your standard Contract. We require a signed copy of this agreement before we begin services on this project.

REF: Terms and Conditions of Service and Fee Schedule

Responsible for Payment and Accepted by:

Name: Title:

Firm:

Signatures:

\_\_\_\_\_  
CLIENT DATE

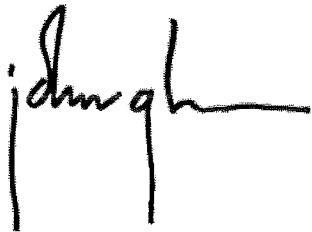
\_\_\_\_\_  
ARCHITECT / ENGINEER DATE

John Ware, P.E. CA #46323, Architect CA # 32436  
Paul Endres, S.E. CA #4013, Architect CA # 26180

This proposal is must be accepted by May 30, 2010; after this date it will be revoked.

If you have any questions about the scope of services, total estimated fee or schedule as presented, please feel free to contact me. Thank you for the opportunity to submit this proposal; we look forward to a continued productive working relationship with RHAA.

Sincerely,



John Q. Ware, Partner  
john@endresware.com

Attachments: Terms and Conditions of Service  
Fee Schedule



## TERMS AND CONDITIONS OF SERVICE

- 1. CHARGES** Unless otherwise agreed, charges will be determined on a time and expense basis in accordance with Endres Ware Fee Schedule.
- 2. INVOICES** will be submitted every monthly accounting period, at the end of a project phase or assignment as determined by Endres Ware. Invoices are due and payable upon presentation. Endres Ware reserves the right to cease services, withdraw reports and drawings, and file liens on property where accounts are significantly past due (greater than 60 days). The Client waives all rights to withhold fees as an offset against any claims the Client may have against Endres Ware.
- 3. STANDARD OF CARE** Services provided by Endres Ware will be consistent with the ordinary level of care and skill exercised by members of the profession practicing structural engineering under similar conditions, in the same locality and at the same time. There is no warranty either expressed or implied. Endres Ware is not responsible for interpretations or use by others of information developed by Endres Ware.
- 4. JOB SITE SAFETY** The Client agrees that construction means and methods, construction job site safety, supervision of the contractor's workmen and equipment, excavation stability, is solely the contractor's responsibility and is specifically excluded from Endres Ware responsibility and liability.
- 5. CITYSHIP OF MATERIALS** All reports, calculations, designs, drawings, letters and other documents prepared by Endres Ware are instruments of service and remain the property of Endres Ware.
- 6. INDEMNIFICATION** The Client recognizes the inherent risk of claims associated with the services provided by Endres Ware and therefore agrees (a) to compensate Endres Ware for time and expenses incurred by Endres Ware in defense of claims, except for claims arising out of Endres Ware sole negligence and (b) to defend, indemnify and hold harmless Endres Ware, its employees and consultants against claims related to hazardous or toxic materials and from contractors, subcontractors and other third parties arising from services under this agreement except for claims arising out of Endres Ware sole negligence or willful misconduct.
- 7. WAIVER OF CONSEQUENTIAL DAMAGES** Endres Ware and the Client waive all claims against each other for all consequential damages arising out of or relating to this Contract. This mutual waiver includes: Damages incurred by the Client for rental expenses, losses of use, income, and business; and damages incurred by Endres Ware for principal office expenses, for losses of business and reputation, and for loss of profit except profit arising directly from the Work.
- 8. LIMITATION OF LIABILITY** To the maximum extent permitted by law, the Client agrees to limit Endres Ware's liability for the Client's and other third party damages to \$50,000 or Endres Ware's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

**9. HAZARDOUS MATERIALS EXCLUSION** This agreement specifically excludes and Endres Ware specifically disclaims and is discharged from any responsibility or liability for all direct or indirect loss or harm resulting from the presence, failure to discover, interception, escape or discharge of hazardous or toxic material of any kind including contamination of soil, water, air or other property as a result thereof.

**11. DISPUTES** If a dispute arises out of or related to this contract or its alleged breach, and if the dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation with each party paying an equal share of the cost thereof. If unsuccessful, arbitration shall be pursued with the prevailing party being compensated for Attorney's fees.

**11. TERMINATION** Either party shall have the right to terminate this agreement upon 5 days advance written notice to the other party. In case of termination by the Client prior to completion, the Client will pay for only those services provided up to the time of termination, as determined by the Engineer. In the case of termination by the Client, the Client shall release the Engineer from all liability arising from this project. In the event of termination by either party, the Engineer shall not be held liable for any costs incurred by the Client as a result of said termination.




## FEE SCHEDULE

### ARCHITECTURE AND ENGINEERING SERVICES

Professional and Technical Personnel	Hourly Rate
Principal	\$ 180 / hr
Project Manager	\$ 150 / hr
Professional Engineer / Structural Engineer / Architect	\$ 150 / hr
Designer / Associate Architect / Associate Engineer	\$ 125 / hr
CAD Draftsperson	\$ 100 / hr
Administrative Assistant	\$ 65 / hr

### EXPENSES

All out-of-pocket expenses, such as travel, model making, printing, delivery services, mailings, long-distance telephone calls, special consultants, etc. will be billed at actual cost.



Travel time will not be explicitly charged, only as a reimbursable expense for airfare, etc.

### NOTES

Fee Schedule effective until December 31, 2010. Above rates are based upon a forty (40) hour week.

Unless expressly provided for within this contract, rates on all contracts are subject to increase as of January 1, 2011.

Rates are for normal Architectural and Engineering services. Normal rates for depositions and testimony are \$375 per hour for Principals. All other personnel are \$250 per hour. These fees are due and payable at the time of service.

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

## CIVIL ENGINEERING SERVICES- CSW STUBER/ STROEH

Our Scope of Services is as follows:

### A. Design Development

1- Field Survey :There is not adequate topo along the frontage for this project. Pursuant to this, additional field topo will be required.

2- Base Mapping :We will incorporate the additional topo into the existing base map for the project team.

B. Construction Documents: CSW/Stuber-Stroeh will prepare one Grading and Drainage plan sheet showing the proposed improvements around the new restroom facilities.

1- Grading and Drainage Sheet (A (50%) and B (50%)):

2- CSW/Stuber-Stroeh will prepare one (1) grading sheet, allowing for 2 submittals, of the project area. This plan will not include underground utilities.

### C. Project Meetings and Response to RFIs (A through D):

We are providing an allowance for a Project Manager to attend two project meetings. Also, as part of the Bidding and Construction Period, we are providing an allowance for response to Contractor RFIs. Fees for these services do not include Construction Administration. If requested, Construction Administration can be provide upon prior written agreement.

### D. Construction Staking :

CSW/Stuber-Stroeh will provide construction staking calculations and field construction staking for construction of the proposed project. We are providing an allowance for one mobilization to stake new curb and gutter if required.

Fees:

CSW/Stuber-Stroeh will provide the above services for a fixed fee as follows:

Field Survey and Base Mapping:	\$2500
Grading and Drainage Sheet:	\$8000
Project Meetings and RFI Responses:	\$2830
Construction Staking:	\$1600
<b>Total:</b>	<b>\$14930</b>

CSW|ST

Engineers · Professional Land Surveyors · Land Planners · Structural Engineers  
45 Leveroni Court, Novato, CA 94949  
p. 415-883-9850 f. 415-883-9836

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# LEFLER ENGINEERING, INC.

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

May 5, 2010

Ms. Manuela King  
Royston Hanamoto Alley & Abey  
225 Miller Avenue  
Mill Valley, CA 94941  
[manuela@rhaa.com](mailto:manuela@rhaa.com)

Re: Sausalito Rest Room Building.

Dear Manuela,

Thank you for contacting Lefler Engineering, Inc. for this project. We would be very interested in working with you on this and helping your office to obtain the building permit. Our fee for the following scope of work is \$4,500.00.

1. Visit the site to verify the existing conditions.
2. Produce plumbing drawings, details and specifications for the toilet rooms,
3. Produce mechanical drawings, details and specifications for the toilet room ventilation and heating requirements.
4. Address any plan check comments from the City.
5. Answer contractor's questions during bidding, review submittals, and provide a punch list walk-through and report, if requested

We have not included any time for additional site visits, meetings, value engineering revisions, or LEED certification documents, but could provide any of the above at our hourly rate, if requested. Our proposal is based on the assumption that CAD backgrounds of the building will be provided by others for our use. If this proposal is acceptable, please sign below and return one copy to my office.

Sincerely,

LEFLER ENGINEERING, INC.

Bruce W. Allen, P.E.  
[bruce@leflerengineering.com](mailto:bruce@leflerengineering.com)

Accepted By/Title  
BWA:/Sausalito Rest Room Proposal

Date

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Sausalito Restroom- Electrical Services  
 OMahony & Myers  
 May 05, 2010

Tasks

	<u>OMM fees</u>	<u>proposed</u>	<u>percentage</u>
A.	Design Fee		
	d. Electrical	\$ 1,000	12%
B.	Construction/BID Documents		
	d. Electrical	\$ 5,700	67%
C.	Bid Period		
	d. Electrical	\$ 300	4%
D.	Construction Period Services		
	d. Electrical	\$ 1,500	18%
	<b>Total OMM Fee</b>	<b>\$ 8,500</b>	<b>100%</b>

**Assumptions:**

1. The scope of work is limited to the consultants listed.
2. Submittals will consist of one full size set and one electronic set.
3. Fees include meetings as shown. Any additional meetings may trigger a request for extra services. Additional public presentations may trigger a request for extra services.
4. Additional public presentations may trigger a request for extra services.
5. The submittal of documents for city or agency approvals will be billed on a time and materials basis.
6. Site topographic survey will be provided to RHAA in Autocad format.
7. Fees include power and lighting to building and immediate surroundings.
8. Design of lighting, convenience receptacles, etc. for parking lots, pathways/walkways, landscaped areas, and/or other extended site areas or features, is an extra service.
9. We assume existing utility services in place have sufficient spare system(s) capacity and physical space/provisions for required connections/extensions, for the new building service extensions.
10. Not included: Tel/Data, security and/or A/V design services except empty raceway /outlet provisions.
11. Not included: Emergency power or emergency egress illumination systems design.

Note: We assume that the "Design Fee" in the spreadsheet above means "Schematic" or "Conceptual" design phase and have quoted accordingly.





**CROMB**

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

May 7, 2010

Ms. Manuela King  
Royston Hanamoto Alley & Abbey  
225 Miller Avenue  
Mill Valley  
CA 94941.

RE: Restroom Facility, City of Sausalito, CA.  
Cost Consulting Services.

Dear Manuela,

Per our discussion yesterday, we are pleased to confirm our offer to provide construction cost planning services for the Sausalito Restroom Facility.

**SCOPE OF WORK.**

We understand that the work comprises the building of a new restroom along with limited site improvements.

**SERVICES.**

We will provide Construction Cost Estimates based on your Schematic and Construction Document Drawings.

The estimates will be presented in a building elemental format clearly showing the quantities and costs of the main components of work, and broken out to show the individual area's of work.

**SCHEDULE.**

The anticipated schedule is not yet available.

**FEES.**

We propose to provide the services above for the following fees:

Schematic	\$1,700
Construction Documents	\$2,000

The above fee includes for meetings in the San Francisco area. Value engineering and Alternates are excluded.

Cromb Associates appreciate this opportunity of working with you on this project and are willing to expand our services if you do desire. If you have any questions regarding the above, please don't hesitate to call.

Very truly yours,

David Cromb ARICS  
Principal.

Accepted By:

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## **Rockridge Geotechnical, Inc.**

Proposal for Geotechnical Services for Sausalito Restroom

Work Scope:

- Obtain permit from Marin County
- Obtain existing utility information from Owner
- Coordinate boring locations with Owner's rep
- Utility clearance (both USA and private utility locator firm)
- Drill 2 borings to a depth of 50 feet
- Grout borings as required by Marin County
- Temporarily store six 55-gallon drums with soil cuttings on site at a location acceptable to Owner
- Dispose of drums (includes performing analytical testing on drum contents, as required by landfill)
- Perform laboratory testing on selected soil samples to determine engineering properties
- Perform engineering analyses to develop geotechnical design recommendations, including foundation design criteria for the restroom
- Preparation of a report presenting subsurface and lab data and recommendations
- Consultation with the project team during design and plan review

Our fee would be \$11,000, which includes about \$7,000 for the first 9 items (through laboratory testing).

I would only drill one boring if we can obtain any subsurface data near the restroom location. That would reduce the fee to \$9,000.

If we can find logs of any existing borings in the footprint of the restroom, then we could perform cone penetration testing, which doesn't produce any spoils and is cheaper, in lieu of borings. The fee would be \$6,500 if the field work can be reduced to two 50-foot-deep CPTs.

FYI, the Bay Mud, utilities, and coordination effort make the geotechnical effort more costly than is typical. When all is said and done, however, the foundation system for the restroom will likely consist of a stiffened grid or mat bottomed on the existing fill.

Let me know if you have any questions.

Craig

Craig S. Shields, P.E., G.E.

**Rockridge Geotechnical, Inc.**

4319 Piedmont Avenue, Suite 204

Oakland, CA 94611

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(510) 420-5738 (t)  
(510) 652-3096 (f)  
(510) 219-9107 (c)

## Sausalito Restroom Replacement Project

Royston Hanamoto Alley & Abey

May 5, 2010

### RHAA Tasks & Fee

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#### Replacement Restroom and Bus Stop area- RHAA scope

##### 1- Design Tasks

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

##### 2- Construction Documents

Site Layout, Construction and Grading Plans  
Building floor plans, elevations and details  
Planting and Irrigation Plans  
Construction details  
Specifications  
Cost Estimate  
Design team coordination meetings (2)  
Client meetings (2)  
Project management and coordination

##### 3-Bid Period

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

##### 4-Construction Period Services

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

##### Assumptions:

1. The scope of work is limited to the consultants listed.
2. Submittals will consist of one full size set and one electronic set.
3. Fees include meetings as shown. Any additional meetings may trigger a request for extra services.
4. Additional public presentations may trigger a request for extra services.
5. The submittal of documents for city or agency approvals will billed on a time and materials basis.
6. Site topographic survey will be provided to RHAA in Autocad format.

EXHIBIT B  
COST ESTIMATE

# Sausalito Restroom Replacement Project

Royston Hanamoto Alley & Abey

May 5, 2010

## Combined Fee Proposal

<u>Fees</u>	<u>proposed</u>	<u>% of total fee</u>	<u>total</u>
<b>A. Design Fee</b>		38%	<b>\$ 66,700</b>
a. RHAA	\$ 26,000		
b. Architect / Structural	\$ 22,000		
c. MP	\$ 500		
d. Electrical	\$ 1,000		
e. Civil	\$ 4,500		
f. Cost Estimator	\$ 1,700		
g. Geotech	\$ 11,000		
<b>B. Construction/BID Documents</b>		43%	<b>\$ 76,200</b>
a. RHAA	\$ 30,000		
b. Architect / Structural	\$ 27,000		
c. MP	\$ 3,500		
d. Electrical	\$ 5,700		
e. Civil	\$ 8,000		
f. Cost Estimator	\$ 2,000		
<b>C. Bid Period</b>		3%	<b>\$ 5,530</b>
a. RHAA	\$ 1,200		
b. Architect / Structural	\$ 3,000		
c. MP	\$ 200		
d. Electrical	\$ 300		
e. Civil	\$ 830		
<b>D. Construction Period Services</b>		16%	<b>\$ 27,400</b>
a. RHAA	\$ 12,000		
b. Architect / Structural	\$ 12,000		
c. MP	\$ 300		
d. Electrical	\$ 1,500		
e. Civil	\$ 1,600		
		<b>100%</b>	<b>\$ 175,830</b>
<b><u>Fee Summary</u></b>			
RHAA	\$ 56,000		
<b><u>Subconsultants</u></b>			
Civil - CSW	\$ 14,930		
Arch/ Structural - EndresWare	\$ 64,000		
Mechanical/ Plumbing- Lefler Engineering	\$ 4,500		
Electrical- OMM	\$ 8,500		
Cost Estimator- Crome	\$ 3,700		
Geotech- Rockridge	\$ 11,000		
<b>Total Subconsultant Fee</b>	<b>\$ 106,630</b>		
Subconsultant administration fee - %10 (see note 6)	\$ 10,663		
<b>Total Labor Fee</b>	<b>\$ 173,293</b>		
<b>Reimbursables</b> (NIC, estimate only, based on 2% of fee)	<b>\$ 3,466</b>		

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