



REQUEST FOR PROPOSAL

RFP#: 48610

RFP Title: Phase 2 On Call – Covid-19 Emergency Building Modifications

RFP ISSUE DATE: June 11, 2020

PRE-BID MEETING: June 17, 2020 at 2:00 PM

PROPOSAL DUE DATE: June 30, 2020 at 11:00 AM

ISSUING DEPARTMENT: Department of Public Works
Cuyahoga County Administrative Headquarters
2079 East 9th Street, 5th Floor
Cleveland, Ohio 44115

Proposals **MUST** be emailed to the following address: emack@cuyahogacounty.us by the date and time listed above. Any proposal received after this date and time will be returned.

REQUESTING DEPARTMENT: Department of Public Works
2079 East 9th Street
Cleveland, Ohio 44115

Request for Proposal Sections

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PART ONE: GENERAL INSTRUCTIONS

A. **RFP Contact**

If you have any questions during the proposal time, all inquiries must be directed to the following individual:

Individual Name: Eric Mack
Department Address: Department of Public Works
2079 East 9th Street
Cleveland, Ohio 44115
Phone: 216-443-7944
Email Address: emack@cuyahogacounty.us

B. **RFP Guidelines**

1. The submittal of a proposal will be considered by Public Works as constituting an offer to perform the required services at the stated fees.
2. Public Works reserves the right to issue addenda to the RFP at any time. If the addendum is issued less than seventy-two (72) hours prior to the approval to the proposal due date, the closing date will be modified accordingly.
3. Multiple proposal submissions from provider for the same service will be considered non-compliant and will be rejected.
4. Proposals must remain open and valid for at least ninety (90) days. The time for awarding the contract may be extended by the agreement of Cuyahoga County and the awarded vendor.
5. Public Works is not liable for any costs incurred by the vendor in the preparation and presentation of proposals submitted in response to the RFP.
6. A part or all of this proposal may be incorporated in the contract.
7. Public Works reserves the right to refrain from contracting with any vendor. The release of this RFP does not compel Public Works to purchase. Public Works is not bound to accept the lowest priced proposal or any of the proposals submitted.
8. All materials submitted become property of the County. Selection or rejection of a response does not affect this right. Submitted materials will not be returned.
9. Once the contract is awarded, all documents submitted to Public Works as part of the proposal become public information. Public Works does not encourage the submission of confidential/proprietary information in response to the proposal. However, written requests for confidentiality may be submitted to the RFP contact. Neither a proposal in its entirety, nor proposal price will be considered confidential or proprietary. Under Ohio Revised Code Section 149.43, the County will make a determination of application for disclosure on an ad hoc basis.

PART TWO: GENERAL PROPOSAL PROCEDURES

A. Proposal Inspection

Vendors should carefully review this RFP for defects and questionable or objectionable matter. Comments concerning defects and objectionable material shall be made and received by the RFP contact at least two (2) days before proposal opening. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the RFP contact at least two (2) days before the proposal opening.

B. Proposal Submission

1. Proposals must be submitted via email to Eric Mack at emack@cuyahogacounty.us with the RFP Title, RFP # and Vendor Name listed in the title of the email
2. The vendor's complete proposal must be received by the issuing department, by the date and time specified on the cover page of this RFP. Proposals arriving after the deadline will be returned to their senders unopened.
3. The official closing time will be determined by the County receiver's computer time.
4. Vendors assume the risk of the method of dispatch. Public Works assumes no responsibility for delays caused by any delivery method.
5. Proposals may not be delivered by facsimile transmission.
6. Hand-delivered proposals may be delivered to the issuing department only Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m., excluding holidays observed by the County.

C. Proposal Opening

The Department of Public Works will open proposals at the following:

Location: Cuyahoga County Administrative Headquarters
2079 East 9th Street, 5th Floor
Cleveland, Ohio 44115
Date: June 30, 2020
Time: 11:00 AM

Rejection – Public Works reserves the right and discretion to reject any or all proposals for any reason or all proposals for no reason at all without incurring liability. Specific reasons Public Works may reject proposals include, but are not limited to the following: vendor takes exception to terms and conditions included in the RFP; vendor fails to meet the standards, specifications and requirements of the RFP; vendor submits prices Public Works determines to be excessive or exceeds available funds; or based on the evaluation set forth in Part Two Section D, Public Works determines contracting with the Vendor would not be in the best interest of the County.

Withdrawal – Vendors may withdrawal a submitted proposal any time up to the proposal closing date and time, by submitting an email request to the RFP contact listed above.

D. Proposal Evaluation

The evaluation process is designed to award the contract to the vendor(s) with the best combination of attributes based upon the evaluation criteria, not necessarily to the vendor with the lowest cost. The team will evaluate and numerically score each proposal in accordance with Part Five: Vendor Proposal Criteria. Only proposals which receive a score of at least 50 points for criteria will be considered technically responsive.

E. Proposal Clarifications and Corrections

Public Works may request clarifications from any vendor during the evaluation process. Public Works may also provide the vendor an opportunity to correct defects in its proposal if Public Works determines it will not result in an unfair advantage for the vendor and it is in the County's best interest. Any clarification or correction that is broader than the scope of the County's request may result in the vendor's proposal being disqualified.

F. Contract Negotiations

The ability to negotiate rests solely with the County. If any contract cannot be negotiated in fifteen (15) days of notification to the designated vendor, or a reasonable time as determined by Cuyahoga County, Public Works may terminate negotiations with the vendor and negotiate a contract with another vendor.

G. Contract Award

Cuyahoga County will send a Notice of Intent Letter to all vendors, notifying vendor of the recommended action. The scores and placement of the vendors will not be part of the Notice. A tabulation of all vendor's names and addresses submitting proposals will be available upon request from the RFP contact person.

H. Provider Debrief or Protest

1. Debrief Meeting – Vendors who submitted an unsuccessful proposal may request a meeting for debriefing and discussion of their proposals. The request for a debriefing must be in writing and addressed to the RFP contact. The debriefing is not an opportunity to challenge the decision, nor will it include a comparison of the vendor's unsuccessful proposal with any other vendor's proposals.
2. Protest Letter – A vendor may protest the recommendation of award of a contract by filing said protest in writing to the RFP contact person, as outlined in the Notice of Intent to Award Letter. The protest letter shall include the following information.
 - a. Name, address, telephone number and email of the protestor; and
 - b. The signature of the protestor; and
 - c. Identification of the contract at issue; and
 - d. A detailed statement of the legal and factual grounds of the protest;
 - e. The form of relief requested.

PART THREE: PROPOSAL SPECIFIC GUIDELINES

A. Pre-Proposal Conference

The purpose of the conference is to discuss the RFP with prospective vendors and allow them the opportunity to ask questions. It is strongly recommended that interested vendors attend virtually. The link below will allow access to the live meeting stream and the call in number will provide you the opportunity to ask questions.

The conference is scheduled as follows:

Date: June 17, 2020

Time: 2:00 p.m.

Web Ex Call in phone number: 1-877-336-1828 Access Code 3279066#

Watch: <http://council.cuyahogacounty.us/en-US/Streaming-Video-CMB.aspx>

Vendors with a disability needing accommodation should contact the Department of Human Resources, Compliance Unit, 2079 E. 9th Street, Cleveland, Ohio 44115; Phone (216) 443-3192 (Voice) or 443-7002 (TDD) prior to the date set for the pre-qualification conference so that reasonable accommodation can be made.

B. Diversity Requirements

Cuyahoga County has several diversity programs: Small Business Enterprise (SBE), Minority Business Enterprise (MBE), and Women Business Enterprise (WBE). The goal of these Diversity Programs is to support and encourage inclusion by creating positive partnerships in County contracting and other procurement opportunities. These programs will achieve this goal by providing and supporting opportunities for business firms to grow and thereby compete effectively in the general environment for contracting opportunities.

Cuyahoga County has established a 30% Diversity goal for this project which can be any combination of SBE, MBE, and WBE participation. Please describe in Part Five how the vendor plans to incorporate diversity into their project team.

A certified SBE/MBE/WBE company who bids as a prime contractor subcontracts a portion of the work to another certified SBE/MBE/WBE. Certified SBE/MBE/WBE bidding as prime contractors will receive a credit of up to 20% towards the SBE/MBE/WBE participation goal. However, the certified SBE/MBE/WBE must secure additional certified SBE/MBE/WBE subcontractor participation for any remaining balance of the SBE/MBE/WBE goal.

C. Subcontracting

Subcontracting is permitted. Subcontractors may be used to perform work under this contract. The substitution of one subcontractor for another may be made only at the discretion of Public Works

project manager, and with prior written approval from the project manager. Vendors will be responsible for the subcontractors meeting all terms and conditions of the specifications. Per Executive Order EO2016-0002, the County shall endeavor to require prime contractors to pay its subcontractors in a speed and swift fashion and language shall be placed in the relevant contracts between the prime contractor and the County.

D. Financial Statements

Financial statements are not required.

E. Performance Bond

Selected contractors for on-call services will be required to submit a performance bond at the time the contract is executed in the amount of \$100,000.00 prior to contract execution. In the unlikely event that an individual task order exceeds \$100,000.00 the contractor will obtain additional bonding from the surety for the length of the task order. The County will provide compensation for any bonding costs in excess of \$100,000.00.

The County reserves the right to issue as many or as few task-orders to the selected contractors as it deems appropriate and nothing in the RFP or the contract for On-Call services can be construed as an obligation of the County to issue any task-orders at all or to any contractor for any specific amount. The contact value is estimated and not guaranteed.

F. Prevailing Wages

- a) This Master Contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and the selected Contractor(s) and all of its subcontractors shall comply with all provisions contained therein or as otherwise provided by the Master Contract in the performance of all work and services. Contractor shall pay a prevailing wage to all laborers and mechanics employed in connection with construction services in accordance with the published schedule of the prevailing hourly wage and fringe benefits ascertained and determined by the Ohio Department of Commerce for the County in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed for construction services shall be considered a material breach of the Master Contract by the contractor. Contractor and all subcontractors shall compensate the employees for construction services at a pay rate not less than the hourly wage and fringe rate ascertained and determined by the Ohio Department of Commerce for the county in which the work is being performed or as may be modified by the Ohio Department of Commerce, Division of Labor and Worker Safety Wage and Hour Bureau, when new prevailing rates are established. Overtime shall be paid at one and one-half times the basic hourly rate and the hourly fringe rate for any hours worked beyond forty hours during a pay week. All subcontractors shall pay all compensation by company check to the worker and fringe benefit program. The wage and fringe rates determined for construction services shall be posted by the Contractor in a prominent and

accessible place at the work site where they can be easily read by the workers or otherwise made available to the workers.

- b) The Contractor and all subcontractors performing construction services shall submit to the County certified payroll forms or the equivalent, in accordance with Sections 4115.07 and 4115.071(C) of the Ohio Revised Code, with every draw request until the completion of the Contract. Additionally, a copy of the “Apprentice Certification” obtained from the USDOL, Bureau of Apprenticeship and Training, must accompany the first certified payroll submitted, for all apprentices working on construction services under the Contract. Upon request of the County, Contractor shall submit verification of compliance with the provisions of this Section.
- c) With the final invoice for each task order, the Contractor and all subcontractors shall submit to the County a final wage affidavit in accordance with Section 4115.07 of the Ohio Revised Code stating that wages have been paid in conformance with the prevailing wages ascertained and determined by the Ohio Department of Commerce for the county in which the work is being performed. Payroll records shall be maintained by the Contractor and all subcontractors in accordance with Section 4115.07 of the Ohio Revised Code. The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying or transcription by any authorized representative of the County.

G. Proposal Format

The proposal should be submitted in compliance with the following specifications:

- 1. Responses must be submitted electronically with one (1) pdf document.
- 2. Proposals should be organized as set forth in Part 5, Vendor Proposal Criteria.

PART FOUR: COUNTY SPECIFICATIONS

Issue to be Resolved

Cuyahoga County Department of Public Works oversees the building operations, general construction and maintenance operations at various County buildings and outlying facilities across the County (including but not limited to those listed in Exhibit B). These facilities are both owned and leased by the County. During the current global pandemic (COVID-19), new challenges have surfaced as it relates to new building modifications, build-outs, and general office and building remodeling work.

The County seeks to enter into a Master Contract with the top ranking contractors for on-call construction services. Examples of potential projects/task orders includes but is not limited to the following:

- Entry way / vestibule / waiting rooms / any public interface modifications
- Security checkpoint modifications
- Courtroom modifications
- Office area reconfigurations
- Juvenile Detention / County Jail facility modifications
- Any facility modification required for the safety of the general public and employees
- Technology and security upgrades/improvements

Each project will be authorized on an individual task order process as further described herein.

Scope of Work

The Department of Public Works is seeking qualified contractors capable of performing general office and building remodeling work on an as-needed basis. The selected teams must have the:

1. Ability to work effectively with Cuyahoga County Public Works staff with respect to task order scope development for any of the construction services requested by the County.
2. Ability to work effectively with other political subdivisions and entities including utilities.
3. Ability to function in a support role to the Public Works Department on certain task orders where the contractor's services will be utilized for activities that exceed the staffing or expertise level of the Public Works Department Facilities Trades.
4. Ability to respond to emergency service requests by the Cuyahoga County Department of Public Works (CCDPW) staff within the timeframe identified in Contract Implementation.

Description

The County intends to award a Master Contract for on-call building modifications. The total cost of the construction services authorized under this Master Contract is not to exceed \$15,000,000.00.

The Master Contract is a task-order based requirements contract and there is no guaranteed minimum value of services committed by the County. The County reserves the right to require on-call services from the selected contractors as it deems appropriate and nothing in the Master Contract can be construed as an obligation of the County to purchase on-call services from any one contractor for a specific amount.

Contract Implementation

For the purposes of this Master Contract, tasks with estimated total construction costs less than \$100,000 shall be awarded by the Director of Public Works provided the selected contractor commits to perform the task under the \$100,000 threshold. County will award task orders to contractors on a rotating basis.

Tasks with estimated total construction costs greater than \$100,000 shall follow the guidelines listed below. Work must be commenced within 24-72 hours of initial contractor notification to protect public safety and welfare as determined and approved by the Director of Public Works.

1. The County will notify each selected contractors that will require mobilization to commence within 24-72 hours of initial notification.
2. County will invite each selected contractors to meet at the work site in order to identify a preliminary scope of work and to discuss pertinent issues associated with the mitigation.
3. Interested contractors will provide a preliminary cost estimate of cost for labor, material, and equipment (using the fee and overhead markup rates and supervisory staff rates established through this procurement process), a proposed schedule, and names and contact information for the assigned foreman and superintendent within 24 hours of the initial site meeting.
4. The CCDPW will select a contractor to perform the task based upon the consideration of the factors listed below in order of precedence:
 - a. Contractor expertise and capability
 - b. Contractor performance on similar projects & previous task orders
 - c. Contractor availability to start the project
 - d. Contractor estimate of cost
5. County will provide selected contractor with a written notice to proceed on the task order.
6. Contractor to apply for and obtain all necessary permits and notify utilities.
7. Contractor to perform all work necessary.
8. CCDPW staff will review all work prior to acceptance. Contractor to address any deficiencies in the work or perform any additional work as may be requested by CCDPW personnel.
9. Upon completion of work, contractor will provide final documentation for all costs on a time and material basis including back up information as required. County will generally pay the accepted invoice within 30 days.

For each task the contractors shall provide full detail of any potential costs, include hourly wages for all levels of services and times along with material cost. Normal County business hours are 8:00 AM – 4:00 PM / M-F. Tasks may be required to be completed after hours and/or weekends.

Other

All tasks under the Master Contract shall be requested and approved by an employee of the Cuyahoga County Department of Public Works or an authorized person. All contractors awarded under this Master Contract must fully register with the Cuyahoga County Inspector General's office.

Where applicable, work performed by the awarded contractors under this Master Contract shall be in compliance with the Cuyahoga County Universal Design Standards. Cuyahoga County has always been committed to the philosophy that all of its programming and buildings must be fully accommodating to all people. To achieve this, the County has instituted Universal Design Standards (Exhibit C).

These standards address not only people with disabilities, but the total population: all age ranges, stages of life, and physical and mental abilities. At times, these guidelines may exceed the minimal requirements set forth by the federal Americans with Disabilities Act (ADA).

PART FIVE: VENDOR PROPOSAL CRITERIA

The proposal should be organized as set forth below. The headings in the proposal should mirror the sections and heading set forth below for evaluation purposes.

A. Introduction

- 1. Cover Letter** – Proposal shall include a cover letter in the standard business format. The cover letter must include, but is not limited to, all of the following information:
 - a. Vendor legal name
 - b. Legal status of the organization (i.e., Corporation, Partnership, etc.)
 - c. Number of years the organization has been in business
 - d. Federal Tax ID
 - e. Principal place of business
 - f. Name, phone number, email address, and mailing address of the contact person who has the authority to answer questions regarding the proposal.
 - g. A vendor representative authorized to make contractual obligations must sign the cover letter.
 - h. Licenses (i.e. General Contractor’s license [specify jurisdictions])
- 2. Table of Contents** – Identified each required section of your proposal for easy accessibility for all reviewers.

B. Body of the Proposal

1. Vendor Qualifications (40 Points) (10-page Maximum)

Describe your company history, and qualifications to perform the work described herein

- a. State full name and address of your company and, if applicable, the branch office or other subsidiary element that will perform or otherwise assist in performing the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation if it is licensed to operate in the State of Ohio.
- b. State the history of company, in terms of length of experience, types of services provided, etc. Identify the technical ability and details that make the company uniquely qualified to perform this work.
- c. List all applicable contractor’s licenses and jurisdictions for which they are applicable.
- d. Describe the company’s experience within the past five (5) years with projects providing construction services for jobs similar in nature to those described in Section 4. Highlight any experience related to the following:
 - i. Task order contracts
 - ii. Covid building modifications
 - iii. Building modification work
 - iv. Public agency contract
 - v. Work completed in an active public space/office building

- e. Provide at least three (3) but no more than five (5) references for such construction projects making reference to performance related to the following elements:
 - i. Quality of construction and materials
 - ii. Meeting schedules and deadlines
 - iii. Completion of projects on budget
 - iv. Communication, cooperation and follow through skills with the client
- f. Identify any subcontractors who may assist you with potential services identified in this RFP and your subcontracting plan for vendors not yet identified. Subcontractors list should include design specialists (i.e. Architect, MEP engineer, Securities, IT, etc.) required to complete facilities type of tasks. As discussed in Section 4, the nature of the on-call tasks may require a diverse depth of expertise.
- g. Describe the team’s commitment to meet the diversity goals of this contract set in Section 3. Please describe past collaboration with SBE/MBE/WBE subcontractors on similar projects. Examples of community engagement and outreach programs may be included.
- h. Identify if the prime contractor is registered with the County as an “inclusive business” as defined by Cuyahoga County Code 510.02. If not, describe any inclusive business practices employed by the prime vendor.

2. Staff Qualifications (15 Points) (8-page Maximum)

Include an organization chart of the contractor’s team. This should include the name of prime contractor and subconsultants, executive and professional personnel by skill qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Identify only individuals who will do work on this project by name and title. At a minimum two key positions should be identified in the proposal as follows:

- a. **Project Manager** – Provides overall management of the contract with the County. Will be responsible for organizing and developing task order scope and pricing. Is in direct charge of the personnel provided. **(One-page resume and 2-references for one (1) Project Manager should be provided.)**
- b. **Superintendent** – Provides overall daily field management of any ongoing task orders. Is responsible to ensure that all aspects of the work conform to the agreed upon scope as developed for each individual task order. Superintendent be available and responsive when work is being performed. **(One-page resume and 2 references for one (1) Superintendent should be provided)**

3. Project Methodology (15 Points) (2-page maximum not including Exhibit A)

In this section of the proposal, describe your proposed approach to this project and your methodology for the execution of this contract. Take this time to specify any unique characteristics which may distinguish your company(s) from other potential contractors for this project.

Some areas of focus in this section should include how you plan to address the following:

- a. Planning
- b. Schedule
- c. Communication
- d. Document Control
- e. Project/Task Close Out

4. Fee / Overhead Rate Proposal Form (15 Points)

The form in “Exhibit A” included in the RFP should be filled out with your proposed fee and overhead markup rates and schedule of supervisory staff rates to be used for developing pricing for either emergency task orders or unforeseen conditions and/or CCDPW directed changes associated with non-emergency task orders.

5. Geographic Location (5 points)

The points awarded in this category relate directly to the location of your company’s main office where the primary work of this contract will be performed. For your company to receive five (5) points, you must have an office located in Cuyahoga County at the time you submit your statement of qualifications.

The point scale for this category is as follows:

| <u>Location</u> | <u>Points</u> |
|--|----------------------|
| Within Cuyahoga County | 5 |
| Within Neighboring Counties (Geauga, Lake, Lorain, Medina, Summit) | 3 |
| Other Ohio locations | 1 |
| Out of State Location | 0 |

6. Previous Work (10 Points)

The Department of Public Works will determine the total dollar value of all contracts (Agreements and Subsidiary Agreements) awarded to the prime contractor for projects initiated by Public Works (with an Agreement between the contractor and the County) over the past two (2) years. The points awarded in this category will be based on the total contract and subsidiary dollar amounts that a contractor has received from the County over the past two years (from the Statement of RFP due date).

The point scale for this category is as follows:

| <u>TOTAL CONTRACT AMOUNT</u> | <u>POINTS</u> |
|-------------------------------|---------------|
| Less than \$ 100,000.00 | 10 |
| \$ 100,000.00 - \$ 199,999.99 | 9 |
| \$ 200,000.00 - \$299,999. 99 | 8 |
| \$ 300,000.00 - \$399,999. 99 | 7 |
| \$ 400,000.00 - \$499,999. 99 | 6 |
| \$ 500,000.00 - \$599,999. 99 | 5 |
| \$ 600,000.00 - \$699,999. 99 | 4 |
| \$ 700,000.00 - \$799,999. 99 | 3 |
| \$ 800,000.00 - \$899,999. 99 | 2 |
| \$ 900,000.00 - \$999,999. 99 | 1 |
| Greater than \$ 1,000,000.00 | 0 |

The contractor **should not** provide information on this category.

C. Required Documentation (required at time of any potential award)

1. Completed W9 Tax Form
2. Independent Contractor Form
3. Insurance certificate
4. Workers Compensation certificate

PART SIX: CONTRACT TERMS AND CONDITIONS

Vendor must agree to the terms and conditions defined herein that will be included in the Contract. The County reserves the right to include additional terms and conditions in the Contract as applicable.

Legal Form: The contract shall be subject to the review of the County Department of Law as to legal form and correctness.

Compliance: Vendor shall comply with all Federal, State, County and municipal laws, ordinances, resolutions, and policies applicable to providing Services under this contract.

Warranty: Provider hereby warrants that the services will not infringe, misappropriate or violate any intellectual property or other right of any person or entity; the services will be performed in a professional and workmanlike manner, consistent with industry standards; the services will be performed in strict accordance with the highest standards of care, skill, diligence and professional competence applicable to suppliers engaged in providing similar services; provider has the requisite skill and staff to perform the services required hereunder fully, in a timely and efficient manner; and provider will perform the services in accordance with all applicable laws.

Indemnification: Provider hereby indemnifies, defends and holds harmless the County and its respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, that result from (a) the negligent acts or omissions of Provider, including all of its officers, owners, principals, subcontractors, employees, and agents, or (b) breach or default by Provider under any terms or provisions of this Contract.

Termination. The County may terminate this Contract or any order under this Contract for its convenience and without cause. Any notice of termination will be effective thirty (30) days after the receives it. If the termination is for the convenience of the County, Vendor will be entitled to compensation for any Services that have been delivered before termination. Any fees paid in advance shall be returned to the County at a prorated amount. No early termination fees shall apply to the County.

Governing Law and Jurisdiction: This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. Provider hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason. All contracts in which the County is a party, including this Contract, are subject to the Cuyahoga County Code including, but not limited to, chapters pertaining to the Cuyahoga County Ethics, Cuyahoga County Inspector General and Cuyahoga County Board of Control, Contracting and Purchasing, and the parties agree to comply with the County Code as an integral part of this Contract. The County Code is available on the County Council's web site at <http://council.cuyahogacounty.us/>.

Social Security Act: Provider shall be and remain an independent contractor with respect to all Services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits,

pensions, or annuities now or hereafter imposed under any local, state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by Provider for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials; and said Provider also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.

Commencement of Contract Performance: In order to protect the interest of Cuyahoga County this Contract must be executed by the County before compensation for the Services set forth in this Contract can be provided. In the event that Services are provided by Provider prior to the execution of this Contract by the County, the same will be provided at Provider's risk, and payment therefore cannot, and will not, be made unless and until this Contract is approved by the County. Upon approval by the County of this Contract, however, any and all prior performance under this Contract shall be deemed ratified and said performance shall be deemed to be included in this Contract. Payment(s) for said prior performance shall not increase the amount of the Contract limit.

Ethics Requirements: Provider agrees to remain in compliance with all County Ethics requirements including, as applicable, Vendor Ethics Registration, Vendor Ethics Training, and Registration of all Lobbyists retained by Provider. Provider shall consult the Cuyahoga County Office of Inspector General to ensure it is in full compliance with all County Ethics requirements. The Inspector General's website may be found at: <http://inspectorgeneral.cuyahogacounty.us/>.

Findings and Recovery: Provider represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. If this representation and warranty is deemed to be false, this Contract is void ab initio, and Provider must immediately repay to County any funds paid under this Contract and must make the County whole for any damages sustained by the County.

Conflicts of Interest: Provider personnel may not acquire any personal interest that conflicts with Provider's responsibilities under this Contract. Additionally, Provider will not knowingly permit any public official or public employee who has any responsibilities related to this Contract to acquire an interest in anything or any entity under Provider's control, if such an interest would conflict with that official's or employee's duties. Provider will disclose to County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. Provider will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Contract, unless County has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

Equal Employment Opportunity: Provider shall comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including ORC Section 125.111 and all related Executive Orders.

Drug-Free Workplace: Provider shall comply with all applicable state and federal laws regarding keeping a drug-free workplace. Provider must make a good faith effort to ensure that all its employees, while working on County property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

Anti-Discrimination: Provider agrees that in its employment of labor, skilled or unskilled, there shall be no discrimination exercised against any person because of race, color, religion, national origin, sex, gender, ancestry, age, disability, sexual orientation, sexual identity, genetic information, military status, or veteran status, and a violation of this term shall be deemed a material breach of this Contract. It shall be the policy of Provider to provide equal opportunity to all business persons seeking to contact, or otherwise interested in contracting with, Provider, including various eligible Small Business Enterprises, but that such a policy does not create an obligation on the part of Provider to enter into any particular agreements.

Assignment: Provider shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of the County.

Ownership: All documents and products created pursuant to this agreement shall be the sole property of the County.

No Apparent Authority/Proper Approvals: Provider recognizes and agrees that no public official or employee of the County may be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County Code.

Annual Appropriations: All of the County's obligations under the Contract are contingent upon the County Council's appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year.

Electronic Signature: Provider agrees on behalf of the submitting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, that all contract documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by the county to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. Provider also agrees on behalf of the aforementioned entity and persons, to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

PART SEVEN: CONTRACTING DOCUMENTATION

A. DOCUMENTS

The successful vendor must furnish a signed contract along with the following documents within five (5) calendar days of receiving the RFP Intent to Award Letter.

1. Certificate of Insurance (if applicable)
2. Workers' Compensation Certificate (if applicable)
3. Performance Bond and Related Documents (if applicable)
4. Independent Contractor Form (if applicable)

B. INSURANCE

The contractor shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

- (a) **Worker's Compensation Insurance** as statutorily required by the State of Ohio.

For Contractors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage.

- (b) **Commercial General Liability Insurance** with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;
\$1,000,000 personal & advertising injury;
\$1,000,000 general aggregate;
\$1,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

- (c) **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

- (d) **Umbrella/Excess Liability Insurance** to provide additional insurance limits for commercial general liability and/or automobile liability, with limits of liability not less than:

\$3,000,000 each occurrence
\$3,000,000 general aggregate
\$5,000,000 products/completed operations aggregate

Such insurance shall be written on an occurrence basis and shall sit in excess of the limits and terms set forth in the preceding items (b) and (c).

(e) **Builders Risk Insurance** on an All Risks Property Coverage Form covering damage to buildings or other structures while under construction or renovation including materials and fixtures whether or not yet incorporated into the buildings or other structures.

(f) **Pollution Legal Liability Insurance** (including Contractors Pollution Liability Insurance, if applicable) with a limit of liability not less than:

\$1,000,000 per claim;
\$1,000,000 aggregate.

Insurance Coverage Terms and Conditions

1. The insurance policies of the Contractor required for this Contract, shall:
 - (i) Name the “County of Cuyahoga, Ohio and its employees” as an Additional Insured. This does not apply to Workers Compensation, All Risk Equipment Insurance, Professional Liability/Errors & Omissions Insurance and Technology Professional/Errors & Omissions Insurance.
 - (ii) Contain a waiver of subrogation provision wherein the insurer(s) waives all rights of recovery against the County.
 - (iii) Be primary and not in excess or contingent on any other basis;
 - (iv) The Certificates of Insurance evidencing these coverages shall contain the following additional insured and waiver of subrogation language where applicable:
 - (A) “Cuyahoga County and its employees are additional insureds for purposes of commercial general liability and automobile liability”
 - and/or
 - (B) “Waiver of subrogation in favor of the County.”
2. The insurance required for this Contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best’s rating of A-VII or above.
3. The terms of this Contract shall be controlling and shall not be limited by any insurance policy provision.
4. **High-risk activities** may require higher insurance limits.
5. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.

6. The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.
7. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.
8. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.
9. Where coverages are made on a claims made basis the claims-made retroactive date on the policy shall be prior to the commencement of professional activity related to this Contract.
10. The Contractor shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

Exhibit “A”

Fee / Overhead Markup Rates and Supervisory Staff Rates Proposal Form

Cuyahoga County RFP 48610

Phase 2 On Call – Covid 19 Emergency Building Modifications

Respondent’s Name: _____

Please indicate below your company’s proposed Fees / Overhead Markup Rates to be used for any work performed on a time and material basis under this contract. Please also provide a schedule of Supervisory Staff Rates for staff that will be available to manage the work under this contract. Supervisory staff shall be billed at the Supervisory Staff Rates established in this procurement process, exclusive of any Fee/Overhead markup. The Fee/Overhead rates and Supervisory Staff Rates indicated herein will be used for preparing a cost estimate and for billing a task order on a time and material basis.

*The Fee/Overhead rates that are filled in below coupled with the actual costs for labor, equipment, and materials, plus the time of supervisory staff charged at the rates established herein, represent full compensation for all work performed under this contract.

Labor Rates

The Cuyahoga County prevailing wage rate scale shall be paid by the contractor to all laborers and workers involved in the performance of work, in accordance with the schedule of wages determined by the current published schedule of prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for construction projects for Cuyahoga County, Ohio.

Proposed contractor markup of employee wages and benefits _____ %

Materials

Proposed contractor markup of materials _____ %

Equipment

Proposed contractor markup for equipment _____ %

Rented Equipment

Proposed contractor markup for rented equipment _____ %

Subcontract Work

Proposed contractor markup for subcontract work _____ %

Professional and Specialized Work

Proposed contractor markup for professional services/specialized work _____ %

Supervisory Staff Rates

Provide as proposed Schedule A.

EXHIBIT "B" - CUYAHOGA COUNTY OCCUPIED BUILDINGS 2020

| Building Number | Building Name (Agency) | Current Sq. Ft. | Building Address | City | Vendor |
|-----------------|---|-----------------|--------------------------------|------------------|--------------|
| 001 | Juvenile Court Satellite Probation Office (JC) | 4,979 | 21100 Southgate Park Blvd. | Maple Hts. | County lease |
| 002 | Juvenile Court Satellite Probation Office (JC) | 5,500 | 5361 Pearl Road | Parma | County lease |
| 003 | Juvenile Court Satellite Probation Office (JC) | 6,756 | 11811 Shaker Blvd | Cleveland | County lease |
| 004 | Juvenile Justice Center | 607,500 | 9300 Quincy Ave | Cleveland | County owned |
| 005 | Gerber Medical Examiner Building | 279,919 | 11001 Cedar Rd. | Cleveland | County owned |
| 006 | Bessie Benner Metzzenbaum Facility (Juv Ct) | 26,896 | 3343 Community College Ave. | Cleveland | County owned |
| 007 | NFSC - Quincy Fairfax (JFS 65%/ CFS 35%) | 63,661 | 8111 Quincy Avenue | Cleveland | County lease |
| 008 | NFSC - Westshore WT HHS | 31,362 | 9830 Lorain Ave. | Cleveland | County lease |
| 009 | NFSC - Old Brooklyn (JFS 65%/ CFS 35%) | 58,642 | 4621 Fulton Pkwy | Cleveland | County lease |
| 010 | Mt Pleasant (Senior and Adult) | 39,426 | 13815 Kinsman Road | Cleveland | County lease |
| 011 | Veteran's Services Commission (VSC) | 14,057 | 1835 Prospect Avenue | Cleveland | County lease |
| 012 | May Dugan - Court of Common Pleas Probation | 2,680 | 4115 Bridge Avenue | Cleveland | County lease |
| 013 | Solid Waste District | 34,200 | 4750 East 131st Street | Garfield Heights | County lease |
| 014 | County Archives Building (DPW/BOE/CFS) | 222,712 | 3951 Perkins Ave. | Cleveland | County lease |
| 015 | Chagrin Valley Dispatch Center (J.A.) | NA | 44 Blaine Ave (*88 Center St.) | Bedford | County lease |
| 016 | Cuyahoga Administrative Headquarters | 221,995 | 2079 East 9th Street | Cleveland | County lease |
| 017 | Fatima House Community Center (CFS) | 713 | 6600 Lexington Avenue | Cleveland | County lease |
| 018 | Robert Hughes Board of Elections Bldg. | 64,149 | 2925 Euclid Ave. | Cleveland | County owned |
| 019 | Title Bureau - Bedford(Auto Title/Fiscal) | 501 | 22121 Rockside Rd. | Bedford | County lease |
| 020 | Title Bureau - North Olmsted (Auto Title/Fiscal) | 3,192 | 27029 Brookpark Road Ext. | North Olmsted | County lease |
| 021 | Title Bureau - Golden Gate (Auto Title/Fiscal) | 3,584 | 6420 Mayfield Road | Mayfield Heights | County lease |
| 022 | Title Bureau - Snowville/Parma(Auto Title/Fiscal) | 3,124 | 12100 Snow Road | Parma | County lease |
| 023 | Family Justice Center (Justice Affairs) | 13,500 | 75 Erieview Plaza | Cleveland | County lease |
| 024 | Bedford Jail (Sheriff) | 36,556 | 5661 Perkins Rd | Bedford | County lease |
| 025 | Jane Edna Hunter CFS Building | 170,640 | 3955 Euclid Ave. | Cleveland | County owned |
| 026 | 1642 DPW Trades Building | 51,880 | 1642 Lakeside Ave. | Cleveland | County owned |
| 027 | Virgil Brown HHS Building | 250,852 | 1640 Superior Ave. | Cleveland | County owned |
| 028 | KCGF Airport Safety/Service Building (DPW) | 86,505 | 26300 Curtiss Wright Pkwy | Richmond Hts. | County owned |
| 029 | DPW Harvard Yard | 200,000 | 2500 Harvard Ave | Newburgh Hts. | County owned |
| 030 | DPW Bridge Garage & Test Lab Bldg | 23,000 | 2433 & 2439 West Superior Viad | Cleveland | County owned |
| 031 | DPW County Animal Shelter | 20,360 | 9500 Sweet Valley Drive | Valley View | County owned |
| 032 | Justice Center (Tower, CPD & Jails) | 1,600,000 | 1200 Ontario Street | Cleveland | County owned |
| 033 | Soldiers & Sailors Monument | 2,364 | Public Square | Cleveland | County owned |
| 034 | Courthouse Square Building | 100,000 | 310 W. Lakeside Ave. | Cleveland | County owned |
| 035 | Cuyahoga County Courth House (Old) | 302,865 | 1 Lakeside Ave. | Cleveland | County owned |
| 036 | Fort Huntington Park Garage | 335,000 | 1 Lakeside Ave. | Cleveland | County owned |

EXHIBIT "C"



Cuyahoga County
Department of Public Works

and

The Cuyahoga County Advisory Committee
on Persons with Disabilities

UNIVERSAL DESIGN STANDARDS

2019



Guidelines for Cuyahoga County Facility
Construction

PURPOSE

Cuyahoga County has always been committed to the philosophy that all of its programming and buildings must be fully accommodating to all people. To achieve this, the County has instituted these Universal Design Standards.

These standards address not only people with disabilities, but the total population: all age ranges, stages of life, and physical and mental abilities. At times, these guidelines may exceed the minimal requirements set forth by the federal Americans with Disabilities Act (ADA).

Universal Design makes things *safer, easier* and *more convenient* for everyone.

Universal Design involves designing products and spaces so that they can be used by the widest range of people possible. Universal Design evolved from Accessible Design, a design process that addresses the needs of people with disabilities. Universal Design goes further by recognizing that there is a wide spectrum of human abilities. Everyone, even the most able-bodied person, passes through childhood, periods of temporary illness, injury and old age. By designing for this human diversity, we can create things that will be easier for **all people** to use. <http://www.universaldesign.com/universal-design.html>

PROJECT INVOLVEMENT

These standards shall be implemented, to the maximum amount practical, for all new construction, renovations and remodeling of all county owned and leased buildings. The Cuyahoga County Department of Public Works is the technical authority with the discretion to consider a totality of circumstances for the implementation of the standards for County controlled and/or County occupied properties. The Cuyahoga County Department of Public Works will consider permitting requirements, fiscal constraints, mission requirements and compliance with federal/state/local laws, codes and ordinances during implementation of these standards in coordination with the CCACPD.

The Cuyahoga County Advisory Committee on Persons with Disabilities (CCACPD), Accessibility Subcommittee shall be involved in the following project phases:

- Schematic Design Phase
- 90% Construction Document Drawings
- Prior to Punch List Phase
- Quarterly Meetings with Department of Public Works

All coordination with the CCACPD shall be through the Cuyahoga County Department of Public Works Facilities Project Manager.

UNIVERSAL DESIGN STANDARDS

CRITERIA FOR CONSTRUCTION PROJECTS

UNDER ADMINISTRATION BY CUYAHOGA COUNTY DEPARTMENT OF PUBLIC WORKS

- Only requirements that supersede minimal Ohio Building Code (OBC) requirements are listed in this document. This document augments and further refines selected, specific standards. All other requirements of the OBC shall govern, if not explicitly addressed herein.
- Refer to OBC 2017 and ANSI ICC A117.1-2017 for all accessibility requirements.
- Under ANSI ICC A117.1-2017 the county considers new buildings and facilities to include major renovations or alterations.
- Throughout this document, exact measurements have been indicated. It is understood that in the construction industry, actual measurements may vary a minimal amount, and to be compliant, the measurement cannot exceed these maximum numbers. Very close alignment to the requirements stated in this document should be achieved.
- Any changes to the OBC 2017 that may supersede the requirements in this document shall be followed.
- Section references are made to corresponding sections within the ANSI ICC A117.1-2017.

Table of Contents:

- Scoping
- Site Accessibility from Street & Parking to Building
- Parking Lots
- Signs – Exterior
- Entrances
- Elevators and Platform Lifts
- Accessible Route – Inside Buildings
- Signs – Interior
- Toilet Rooms
- Bathtubs
- Showers
- Accessible Drinking Fountains
- Dressing, Fitting and Locker Rooms
- Conference Room and Gathering Areas
- Assembly Areas
- Kitchen Sinks
- Automatic Teller Machines and Fare Machines
- Medical Care Facilities
- Transient Lodging/ Dormitory Rooms
- Cafeterias
- Dining Surfaces and Work Surfaces
- Sales and Service Counters
- Judicial Facilities and Courtroom
- Play Areas

SCOPING

- All areas of newly designed and newly constructed buildings and facilities and altered portions of existing buildings and facilities shall make all efforts to comply with these guidelines.
- Alterations to qualified historical buildings and facilities shall comply with these standards and the OBC, unless the State Historical preservation Officer agrees that compliance with the requirements for a specific element would threaten or destroy the historical significance of the building or facility.
- Operable parts shall comply with the OBC, including light switches, circuit breakers, environmental and appliance controls, plumbing fixture controls, and security and intercom systems.
- Unless technically unfeasible, all public entrances shall be accessible except loading and service entrances that are not the only entrance to a tenant space, and to restricted areas.
- Accessible means of egress are recommended in alterations of existing buildings.

SITE ACCESSIBILITY FROM STREET & PARKING TO BUILDING ON CUYAHOGA COUNTY PROPERTIES

Walking Surfaces (Section 403.2)

- No pavers, precast concrete or deeply ridged surface.¹ Regular colored, stamped concrete, asphalt or macadam acceptable.

Slopes (Section 403.3)

- Cross slope of 1% (1:100) preferred, where feasible, especially on long sidewalks.²

Ramps (Section 402 and 405)

- 1:20 max slope for new construction and 1:15 max slope for existing sites, building and facilities alterations. In existing buildings or facilities with space limitations, ramps shall be permitted to have slope steeper than 1:15 complying with Table 405.2 .
- Length of any ramp shall not exceed 30'-0", without a landing.

Curb Ramps (Section 406)

- 1:12 max side flares at all times.
- Cross slope of curb ramps shall be 1:48, no exceptions. (406.5.3)
- Recommend parallel curb ramps.
- Allow Blended Transitions as long as the perpendicular path of travel is provided.

1. *These uneven surfaces are jarring for wheelchair users and dangerous for people with unstable ambulation. Pavers and paver / concrete junctions settle unevenly during the climate changes, posing significant tripping hazards. However, pavers can be used as a decorative edge.*

2. *Use natural drainage wherever possible, to minimize cross slope. Steep cross slopes require manual wheelchair users to readjust frequently and travel is uncomfortable. People with ambulatory impairments have difficulties with balance when the cross slope is steep.*

Walking Surfaces Clearances (Section 403.5)

- All walk surfaces shall be vibration and obstruction free – no trees, grates, vendors, benches, etc.
- Provide minimum 48" wide walking surface and 36" clearance between obstructions.

PARKING LOTS (Sections 502 and 503)

Location and Dispersion

- Accessible parking spaces shall be dispersed at each accessible entrance.

Parking Spaces

- All accessible parking spaces shall be 132" (11'-0") wide with adjacent 60" (5'-0") wide access aisle.³
- Highly recommend additional accessible spaces if feasible, as the number of issued disability placards has increased.

Minimum and Recommended Number of Accessible Parking Spaces

| Total number of parking spaces provided per parking facility | Total minimum number of accessible parking spaces | Recommended number of accessible parking spaces |
|--|---|---|
| 1 to 25 | 1 | 2 |
| 26 to 50 | 2 | 3 |
| 51 to 75 | 3 | 4 |
| 76 to 100 | 4 | 5 |
| 101 to 150 | 5 | 6 |
| 151 to 200 | 6 | 7 |
| 201 to 300 | 7 | 8 |
| 301 to 400 | 8 | 9 |
| 401 to 500 | 9 | 10 |
| 501 to 1000 | 2% | 2% plus 1 |
| 1001 and over | 2% plus 1 | 2% plus 2 |

- Symbol of Accessibility shall be painted on the ground of all accessible parking spaces.⁴

Passenger Loading Zones

- Provide minimum 60" wide access aisle for existing, and 67" wide access aisle for new buildings and facilities.
- All new constructed or renovated passenger loading zones shall be accessible.

3. *This parking space configuration allows for the necessary flexibility for people with disabilities. A sedan can park on either side of the parking space and allow ingress and egress for the drivers or passenger side of the vehicle. A van can utilize any of the accessible spaces, as opposed to being limited to one out of every six accessible parking spaces.*

4. *As drivers are pulling into the space, this is an additional and useful way to communicate that the spaces are for people with disabilities.*

SIGNS - EXTERIOR (Section 502)

General

- International Symbol of Accessibility shall be displayed with white figure on blue background.⁵

Accessible Parking Space Signs

- Permanent signs shall be mounted 84" (7'-0") high to center line of sign, on wall or pole, regardless of the number of accessible spaces.
- All signs shall have "Van Accessible" signage.

Passenger Drop Off

- Passenger drop off shall be identified as such and include the International Symbol of Accessibility. Signage shall be on a post, located 60" (5'-0") before drop off area.

Entrances

- Directional signage shall be located to minimize backtracking.
- Tactile signs and Braille shall be located at all public and employee entrances.

ENTRANCES (Section 404)

Scope

- Unless technically infeasible, all primary public and employee entrances shall be accessible.
- Designated accessible entrances shall have a motion sensor door opener or power assist opener if not operated by security personnel.⁶

Doors, Doorways and Gates

- Doorways shall have a clear opening of 32 inch minimum, measured from any protruding object of the door face (such as a handle) and the door stop, if the maximum door swing is 90 degrees or the door is exceeding 5 lb. push power.
- Hardware that requires simultaneous hand and finger movements shall not be allowed.
- When two doors are in a series and both are open, there shall be a 60" diameter turning space (or 67" diameter turning space for new buildings) and the doors shall not encroach on this turning space. (404.2.5)

ELEVATORS (Section 407 and 309)

Car Controls

- Shall comply with Sections 407.4.6 and 309.

5. Symbol with blue / white is most easily recognizable by people with disabilities.

6. Electric eye door opener allows more flexibility for more types of disabilities. This is standard practice in many municipalities and governmental entities, such as the Village of Arlington Heights and the University of Illinois at Chicago.

ACCESSIBLE ROUTE – INSIDE BUILDINGS (Section 402)

Floor Surface

- No rounded edge, uneven or grooved tiles.⁷
- If specifying a protective carpet pad, firm felt or hemp can be used, but shall not compress or increase roll resistance.
- Recommend solid/speckled for carpeting or other floor covering on stairs.⁸ Reddish colors shall not be used on the stairs.

SIGNS – INTERIOR (Section 703)

General

- Building directory shall have Raised Character and Braille options or audio for people who are sight-impaired.

Directional Signs

- All directional signs mounted between 48" - 60" shall have Raised Characters and Braille.

Type of signs required (Section 703.6.3.3)

- Assistive Listening System, alternative accommodations, etc. Assistive listening system signage (and other alternative accommodations) shall notify patrons of ALS availability and type of system provided.⁹

Visual Characters and Pictograms

- A contrast of at least 70% is required.¹⁰

Symbol of Accessibility

- International Symbol of Accessibility shall be displayed with white figure on blue background.

TOILET ROOMS (Section 603)

Lavatories (Fixtures for hand-washing in toilet or bathing facilities)

- Front rim of lavatory shall be 3 inch max from front edge of counter.
- Lavatory shall not be an elongated, shallow medical-type lav.¹¹
- Shall not have gooseneck spout.
- If lavatory is wall hung, a wall mounted shelf with side or forward reach shall be provided.

Mirrors

- In group toilet rooms and family restrooms a 60 inch × 60 inch clear floor space shall be provided in front of the full-length, commercial grade mirror unit.

7. *These tiles are jarring for people who use wheelchairs and can be a hazard for people with unstable ambulation or low visual acuity.*

8. *Visual contrast required.*

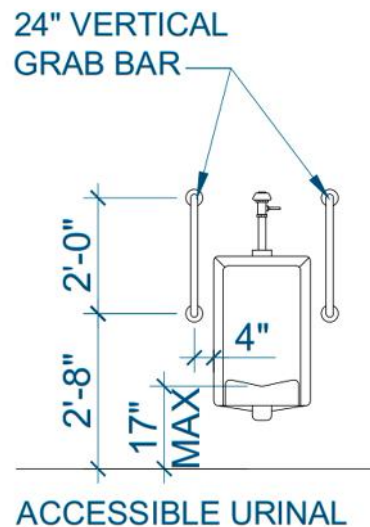
9. *Example: "Infrared Assistive Listening System Available – Please Ask" or "FM Assistive Listening System Available – Please Ask" Also, the sign must include the international symbol of access.*

10. *Signs with this contrast level are most legible for persons with low vision. <http://asisignage.com/resources/lrv-calculator>*

11. *Handicapped fixtures MUST meet ADA Standards.*

Urinals

- When just one urinal is provided, it shall be accessible.
- Privacy screens/partitions shall be required for the accessible urinal with 2 vertical grab bars. Screens/partitions shall have a width of 30 inch minimum and extend beyond the depth of the urinal by 6 inch min.
- Back wall shall have two 24 inch vertical grab bars. Bottom of flange, of vertical bars, should be mounted at 32 inches.¹² Vertical grab bars shall be mounted, 4 inch on center, from outside edge of urinal.



Toilets (Water Closets) and Ambulatory Accessible Compartment

- Top of accessible toilet seat height shall be between 18 ½ -19 inch.¹³

Wheelchair Accessible Toilet Compartment Size

- Compartment shall have 60" diameter turning space for alterations or 67" diameter turning space for new construction.¹⁴
- Door shall NOT swing into turning space.¹⁵
- Rear wall grab bar shall be 36" minimum, no exceptions.

Toilet Doors / Stalls

- One horizontal pull bar, mounted 6" from toilet stall door edges, at a height of 36" or self-closing door shall be provided.¹⁶
- Door latch – flip action preferred or slide bolt action.
- Coat hook (and shelf if provided) shall be installed on a wall or door in the accessible stall at a height of 44" .

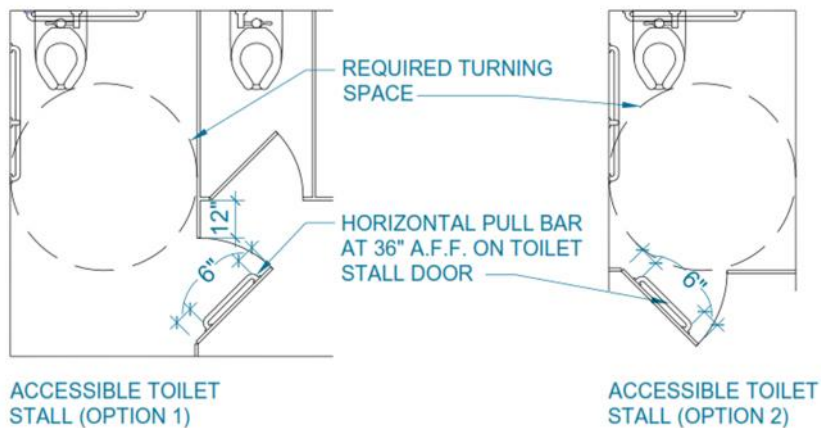
12. Vertical bar assists people who stand, especially those who use wheelchair.

13. Allows for easier transfer from wheelchair seat and less knee bending for someone with knee ailments.

14. This allows someone with a larger wheelchair, who transfers from the front of the toilet, to close the door. These front or diagonal transfers are common and may reduce shoulder injuries. www.herl.pitt.edu.

15. The 60" x 60" wheelchair area is not usable if the door swings into the space. This exceeds Section 604.3 requirements.

16. This bar allows a user to hold the door closed with one handle while latching the door closed. This bar also makes it easier to close the door.



Family or Assisted Use Toilet Rooms

- At least one family toilet room shall be provided within a facility.
- Highly recommend the family toilet room is adjacent to the regular group of male and female toilet rooms.
- All other sections of the Universal Design document, especially the Toilet Room section, shall apply.



Controls & Dispensers

- At all wall and countertop mounted lavatories dedicated for a persons with disability use, the operable portion of a soap disperser, paper towel dispenser and electric hand dryer shall be within a reach without moving a wheelchair.
- Toilet paper dispenser shall have recessed unit with two single roll dispensers, no cover, with personal hygiene disposal unit and shall be in men’s and women’s accessible toilet stalls.¹⁷ Dispensers shall be recessed, unless technically infeasible.
- Toilet seat cover dispenser shall not be located on the back wall behind accessible toilet.

17. Allows discrete disposal of personal hygiene products for men and women.

Miscellaneous

- Baby changing station, when open, shall not obstruct accessible route, turning radius, transfer space or fully opening of stall door.
- Baby changing station shall have clear floor space of 30" × 48" when in use and allow for forward approach or a 30" × 52" clear floor space for new construction.

BATHTUBS (Section 607)

Seats

- A portable, stable, padded shower bench 16" deep, with removable cut-out seat for convenient perineal access, with back and transfer bench, able to be secured to tub wall with adjustable clamp, shall be provided. (610.2)
- Bathtub shall not have a permanent seat.

Shower Spray Unit and Water

- Hose shall be 84" minimum for bathtub.¹⁸ (607.6)

Bathtub

- 12" clear floor space beyond the control wall shall be provided unless technically unfeasible.¹⁹

SHOWERS (Section 608)

Shower Spray Unit and Water

- Hose shall be 84" minimum.

Shower Stall Thresholds

- All thresholds shall be beveled or rounded. Threshold less than ½ inch is preferred.

ACCESSIBLE DRINKING FOUNTAINS (Section 602)

General

- Drinking fountain shall have front or side-mounted push bar controls. No small circular push buttons.

Clearances (Section 602.2)

- Drinking fountains must allow for forward and parallel approach.

DRESSING, FITTING, NURSING AND LOCKER ROOMS (Section 803)

Access

- Throughout the building and premises, if privacy may be desired, there shall be a clear 60" diameter turning space (67" diameter turning space for new construction) or T-shaped turning space in the room.

18. This will allow the hose to reach and be operable by a person sitting on the bench.

19. This allows people using wheelchairs access to controls from outside the shower stall.

Coat Hook and Shelves

- Where coat hooks or shelves are provided, highly recommend 44" for uniformity of heights of controls and dispensers, to maximize aesthetics and ease of use throughout the building.

Dressing / Fitting Room

- 60" × 60" clear floor space shall be provided in front of each full-size mirror.

Lockers

- Lockers shall be identified with the international accessible symbol.

Bench

- Bench height shall be 18 ½ -19 inches. (903.5)

CONFERENCE ROOM AND GATHERING AREAS

- Bulletin board, blackboard, and dry-erase/white board shall be mounted for accessibility.

ASSEMBLY AREAS (Section 802)

Designated Aisle Seats

- Designated aisle seats shall be evenly dispersed in location throughout.

Wheelchair Spaces

- Wheelchair spaces shall be 36" wide, regardless of the number of adjacent spaces.
- Wheelchair seating shall be dispersed regardless of the number of seats. (802.10.2 and 802.10.3)

Companion Seats (802.7)

- Assembly area shall offer no fewer than 3 companion seats with each wheelchair seat.

KITCHEN SINKS

- In all employee common rooms, even those without a cook top or conventional range, a roll-under, accessible sink shall allow for a forward approach with 30" × 48" clear floor space in alterations and 30"× 52" for new buildings.

AUTOMATIC TELLER MACHINES AND FARE MACHINES (Section 707)

Scoping

- Machines shall be grouped near gates and vending machines in close proximity to other accessible elements and be identified with the international accessible symbol.
- The farecard shall have one tactually distinctive corner.

MEDICAL CARE FACILITY

General

- Dispersion requirements for accessible rooms shall apply for all medical specialties.

TRANSIENT LODGING/ DORMITORY ROOMS (Section 1001)

General

- Rooms requiring mobility features shall be dispersed among different floor levels, unless technically unfeasible.

Mobility Features

- At least one of the beds shall have clear floor space (30" × 48") on both sides.
- Clear floor space shall be required at non-fixed furnishings.
- If furniture, heating/cooling units, etc., obstruct the ability to easily open and close the window curtains, a motorized curtain closer shall be provided.

Miscellaneous

- Accessible room shall have electrical outlets, electrical switches at a height of 44" with 60" diameter clear floor turning space for existing buildings and 67" diameter turning space for new construction.
- At least one accessible room bed shall have 6" clearance underneath.
- All common areas, including dining areas, kitchen areas, etc., shall have accessible features, such as accessible microwave, roll under sink, etc.

CAFETERIAS

Menu

- Recommend Braille menu option for people who are sight impaired.

DINING SURFACES AND WORK SURFACES

Toe Clearance (306.2.3)

- 20" is highly recommended minimum toe clearance depth.

Acceptable Table Examples

- To ensure appropriate clear floor space under tables, the following are acceptable and unacceptable table designs:

Not acceptable:



Acceptable:



Acceptable:



SALES AND SERVICE COUNTERS

Check-Out Aisles

- Check-out aisles shall be provided for each function.

JUDICIAL FACILITIES AND COURTROOMS (Section 807)

Courtrooms

- Courtroom alterations shall comply with Section 807, unless technically infeasible.
- In existing courtrooms, transient area(s) during the courtroom session such as witness, jury member, attorney, bailiff a temporary desk with modesty panel shall be provided to a person with a disability, to provide the appropriate separation from the rest of the courtroom.

PLAY AREAS (Section 1008)

General

- 50% of play components shall be on an accessible route. If elevated areas are provided, 50% should be accessible by a ramp only.

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