

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: April 21, 2021

Agenda Number: D-3

SUBJECT:

Agreement to complete an updated Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan (SETP) and related budget amendment

RECOMMENDATION:

Adopt a Minute Order:

1. Approving a Consulting Services Agreement with Sally Swanson Architects, Inc., to complete an updated ADA SETP for a total project cost of \$244,550, inclusive of Geographic Information System (GIS) mapping of sidewalks and streetlights; and
2. Approving an amendment to the Fiscal Year 2020-21 Budget for the Human Resources Department in the amount of \$60,000

SUMMARY:

An ADA SETP evaluates how the City meets or does not meet the needs of all citizens through its facilities, policies, and programs. A completed ADA SETP ensures the City is in compliance with Title II of the ADA, as well as State requirements for participation in CalTrans funded projects. In 2008, the City began its first ADA SETP, which was completed over a 3-year process. That original document has reached the end of its life, and the City is in need of an update to its ADA SETP. A Request for Proposals (RFP) was published in compliance with the City's Purchasing Policy. Based on the submittals received, the review committee is recommending an agreement be awarded to Sally Swanson Architects, Inc. The proposed agreement has a total project cost of \$244,550 and an estimated completion timeline of 13 months.

DISCUSSION:

The purpose of an ADA SETP is to evaluate how well the City meets the needs of citizens of all abilities through its facilities, policies, and programs. The self-evaluation portion includes assessing program accessibility, reviewing current City policies that affect the public, surveying facility access, evaluating sidewalks and curb ramps, evaluating public parking provided by the City, and evaluating City construction and design standards for public access areas such as

sidewalks. The transition plan will include recommended actions to address any deficiencies noted through the self-evaluation process.

An update for the ADA SETP has been a priority item for the City’s ADA Advisory Council. Staff reviewed the purpose and scope of the SETP with the Advisory Council and received direction on project prioritization. Staff utilized the ADA Advisory Council input to prepare an RFP for ADA consultants to perform the City’s needed SETP update. The City received six proposals in response to the RFP. Responses to the RFP were evaluated by a committee of staff from Human Resources, Public Works, and members of the ADA Advisory Council. Each review committee member ranked the proposals individually, and then the average was used to determine the final ranking for each of the six proposals. The committee’s final ranking is shown in Table 1, as well as the total proposed cost for the project as submitted by each consultant.

<i>Rank</i>	<i>Firm</i>	<i>Total Proposed Cost</i>
1	Sally Swanson Architects, Inc.	\$219,960
2	Disability Access Consultants, LLC	\$57,825 + \$500/linear mile of sidewalk
3	Bureau Veritas Technical Assessments, LLC	\$194,894
4	Jensen Hughes, Inc.	\$249,845
5	Altura Solutions, LLC	\$220,300
6	Kitchell/CEM, Inc.	Quoted hourly rates; no total provided

The proposal from Sally Swanson Architects included an optional service to provide GIS mapping of the City’s sidewalks to document accessibility concerns. This GIS service is included in the project cost noted above. Staff understands there is an existing identified need for accurate and complete mapping of existing streetlights within the City. For this reason, staff inquired of Sally Swanson Architects if they could map the City’s existing streetlights at the same time they map the general sidewalk conditions. The firm proposed this additional service at a cost of \$24,590 to provide the City with GIS mapping of all existing streetlights.

Based on the committee’s evaluation of proposals, staff is recommending the City enter into a Consulting Services Agreement with Sally Swanson Architects to complete the City’s updated ADA SETP, including the GIS mapping of sidewalks and streetlights. The total project cost is \$244,550 with an estimated completion timeline of 13 months, roughly May 2021 to May 2022.

FINANCIAL IMPACT:

Staff reviewed potential funding sources for the project and is recommending that the project be funded in the Human Resources Department, part of the City’s General Fund. The project will span two fiscal years (FY). For FY 2020-21, it is estimated the project will incur approximately \$60,000 in expenses. The remaining balance of the project costs will be included in the proposed FY 2021-22 budget. A budget amendment is requested with this report for the amount anticipated to be expended in the current FY.

Budget Appropriation: 04/21/2021					
<i>Fund</i>	<i>Org</i>	<i>Object</i>	<i>Description</i>	<i>Increase Amount</i>	<i>Decrease Amount</i>
1020	10201500	6440	Contracted Services	\$60,000.00	

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The Vision Madera 2025 Plan included several action items related to the ADA SETP, specifically:

113.1: After update of General Plan, update existing City Accessibility Plan.

113.1-5: Prepare RFP for consultant to conduct physical evaluation.

113.1-6: Award contract to ADA Consultant.

113.1-7: Conduct and complete Evaluation Study.

113.3: Establish budgets to ensure all City facilities that provide services to the public are ADA compliant.

113.3-2: Review Self-Evaluation study.

138.1: Update the City of Madera's ADA program.

138.1-7: Prepare RFP for consultant to conduct physical evaluation.

138.1-8: Award contract to ADA Consultant.

138.1-9: Conduct and complete Evaluation Study.

138.2: Inventory those public structures currently not in ADA compliance and develop plan to bring them into compliance.

138.2-4: Prepare RFP for consultant to conduct physical evaluation.

138.2-5: Award contract to ADA Consultant.

138.2-6: Conduct and complete Evaluation Study.

ALTERNATIVES:

Council may direct staff to award an agreement to a different firm.

ATTACHMENTS:

1. Consulting Services Agreement with Sally Swanson Architects, Inc.

CITY OF MADERA

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT made and entered into the 21st day of April, 2021, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "City" AND SALLY SWANSON ARCHITECTS, INC., hereinafter called "Consultant";

RECITALS

- A. The City desires to update its 2010 Americans with Disabilities (ADA) Act Self-Evaluation and Transition Plan.
- B. The City issued an RFP for consultant services to assist city in the update and reviewed submittals.
- C. Consultant is a firm having the necessary experience and qualifications to provide such services.
- C. City desires to retain Consultant to provide said service.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the City and the Consultant as follows:

1. Services. The City hereby employs Consultant to develop an update to its 2010 ADA Self-Evaluation and Transition Plan per Section 2 of this Agreement at the compensation and upon the terms and conditions herein expressed, and Consultant hereby agrees to perform such services for said compensation, and upon said terms and conditions. City hereby authorizes Consultant to commence work on April 22, 2021.

2. Obligations, Duties and Responsibilities of Consultant. It shall be the duty, obligation, and responsibility of the Consultant, in a skilled and professional manner, to perform the consulting services in accordance with Exhibit 1: Scope of Work. Exhibit 1 is attached and incorporated by reference.

3. Consultant's Fees and Compensation: Amount, How and When Payable.

3.1 The total project cost will be \$244,550.00. The breakdown of cost components is shown in Exhibit 2: Cost Proposal. Exhibit 2 is attached and incorporated by reference.

3.2 Billings are to be made directly to the following address:

City of Madera Human Resources Department

Attn: Wendy Silva
205 W. 4th Street
Madera, CA 93637
wsilva@madera.gov

3.3 Billing shall be made monthly by Consultant. The billing statements shall be prepared and organized in a manner that facilitates an efficient review of the services performed. The City shall make its best effort to process payments promptly and not later than 30 days after receiving Consultant's billing statement.

4. Term of Agreement and Termination.

4.1 This Agreement shall be effective on April 21, 2021 and continue until completion of the agreed upon Scope of Work as shown in Exhibit 1.

4.2 City reserves the right to discharge Consultant and terminate this Agreement at any time. In the event of such discharge or termination, the City shall compensate Consultant for services rendered up to and including the date of termination. City shall terminate services and/or the Agreement by delivering to Consultant a written notice specifying the extent to which services and/or the Agreement are terminated and the effective date of the termination. Notice of termination shall be emailed as follows:

Sally Swanson, Principal-in-Charge/CEO
Sally Swanson Architects, Inc.
P.O. Box 2029 San Francisco, CA 94126
sswanson@swanarch.com

In the event of termination, all finished or unfinished documents, reports, or other materials prepared by Consultant under this Agreement shall become City's property. Consultant shall be entitled to receive compensation for all satisfactory work completed prior to the effective date of termination.

5. Hold Harmless and Insurance Requirements.

5.2 Indemnification and Waivers. **Indemnity for Professional Liability:** When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or

threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant, except when caused by the active negligence or willful misconduct of the City.

5.3. Insurance. During the term of this Agreement, Consultant shall maintain, keep in force, and pay all premiums required to maintain and keep in force general liability, workers' compensation, automobile liability, and professional liability insurance. The limits and nature of such policies shall be as required in Exhibit 3 of this Agreement. Exhibit 3 is attached and incorporated by reference.

6. Independent Contractor. In performance of the work, duties and obligations assumed by Consultant under this Agreement, it is mutually understood and agreed that Consultant, including any and all of Consultant's officers, agents, and employees, will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as servant, employee, agent, partner, or associate of City. Because of its status as an independent contractor, Consultant and its employees shall have absolutely no right to employment rights and benefits available to City employees. Consultant shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Consultant shall be solely responsible and hold City harmless from all matters related to payment of Consultant's employees, including compliance with social security, withholding, and all other regulations governing such matters.

7. Compliance with Law. Consultant shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and directives, now in force or as enacted, issued, or amended during the term of this Agreement.

8. Miscellaneous.

8.1 Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

8.2 Governing Law and Venue. The parties agree that this Agreement shall be governed and constructed by and in accordance with the Laws of the State of California. Venue for purposes of the filing of any action regarding enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Madera County, California.

8.3 Required License and Professional Credentials. Consultant and personnel providing services shall maintain all licenses and professional credentials necessary for the provision of such services. Consultant shall promptly notify City of changes of status or events that might impact the provision of professional services to City.

8.4 Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

8.5 Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

8.6 Incorporation of Documents. All documents constituting the Agreement documents and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement. This includes exhibits referenced in this Agreement.

8.7 Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties. There are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

8.8 Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

8.9 Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term, or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

8.10 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

8.11 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

8.12 Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Madera or in the United States District Court for the Eastern District of California.

8.13 Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

8.14 Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original with all signatures appended together, shall be deemed a fully executed Agreement.

9. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City.

SALLY SWANSON ARCHITECTS, INC.

CITY OF MADERA

Sally Swanson, Principal-in-Charge/CEO

Santos Garcia, Mayor

Date: _____

Date: _____

ATTEST

APPROVED AS TO FORM

Alicia Gonzales, City Clerk

Hilda Cantú Montoy, City Attorney

Date: _____

Date: _____

Exhibit 1: Scope of Work

Task 1. Project Administration and Meetings

- a. SSA's Project Administration will include Monthly Invoicing, Progress Report, Schedule and Other Administrative Functions
- b. SSA will attend an On-Site Kick-Off, Interim Progress and Final Completion Meetings (Up to 3 Meetings)
- c. SSA will Identify and Obtain All Materials to Furnish a Self-Evaluation and Transition Plan and Coordinate with the City Team, As Needed
- d. SSA will Attend Subsequent/Progress Meetings via Teleconference on a Recurring or Individual Basis, If Required

Task 2. Review City Policies and Standards

- a. SSA will Develop Procedures, Tools and Forms to Conduct a Self-Evaluation
- b. SSA will Develop Specific Survey Questionnaires for Approximately Sixteen (16) City Departments
- c. SSA will Attend One (1) Orientation with Department Representatives to Explain Questionnaires, Process, Procedure and Schedule
- d. SSA will Evaluate Current City PSA and Associated Policies, Practices and Procedures, Communications and Webpages
- e. SSA will Prepare Draft Reports to Document Current Level of Program Accessibility, Including Recommendations
- f. SSA will Present Draft Reports and Record Feedback from the City Team
- g. SSA will Incorporate All Changes and Develop Final Self-Evaluation Reports

Task 3. Review City Buildings and Parks

- a. SSA will Compile Data and Develop Survey Database
- b. SSA will Evaluate City Buildings and Associated Path of Travel (Approximately 28 Facilities and 12 Parks/Trails)
- c. SSA will Prepare the Draft Access Compliance Assessment Reports (ACAR) Including Barrier Location Plans
- d. SSA will Present Draft Report and Record Feedback from the City Team
- e. SSA will Incorporate All Changes and Develop Final Access Compliance Assessment Reports

Task 4. Review City Public Rights-of-Way (PRoW)

- a. SSA will Compile Data and Develop Survey Database
- b. SSA will Evaluate City Public Rights-of-Way (PRoW) within City limits (Sidewalks, Curb Ramps, Pedestrian Signals, On-Street Stalls and Parking Lots)
- c. SSA will Prepare Draft Access Compliance Assessment Reports (ACAR)
- d. SSA will Present Draft Reports and Record Feedback from the City Team
- e. SSA will Incorporate All Changes and Develop Final Access Compliance Assessment Reports

Exhibit 1: Scope of Work

Task 5. Public Outreach and Meetings

- a. SSA will Provide Project Administration to Include the Preparation of Program Materials and Assist the City Team in Eliciting Public Input
- b. SSA will Attend One (1) Workshop to Advise the Public of the Project, Educate the Public of the Process and Record Feedback
- c. SSA will Attend One (1) Workshop to Present the Draft ADA Self-Evaluation and Transition Plan and Record Feedback
- d. SSA will Attend One (1) City Council Meeting to Present the ADA Self-Evaluation and Transition Plan for Adoption

Task 6. Self-Evaluation and Transition Plan Under Title II and Caltrans Requirements

- a. SSA will Develop the Draft ADA Self-Evaluation Including Questionnaire Responses, Grievance Procedure and Work Plan
- b. SSA will Develop the Draft ADA Transition Plan Including Priorities, Implementation, Schedule and Conceptual Cost Estimate
- c. SSA will Present the Draft ADA Self-Evaluation and Transition Plan and Record Feedback from the City Team
- d. SSA will Incorporate All Changes and Develop the Final ADA Self-Evaluation and Transition Plan, Including Executive Summary

Task 7. Monitoring Database

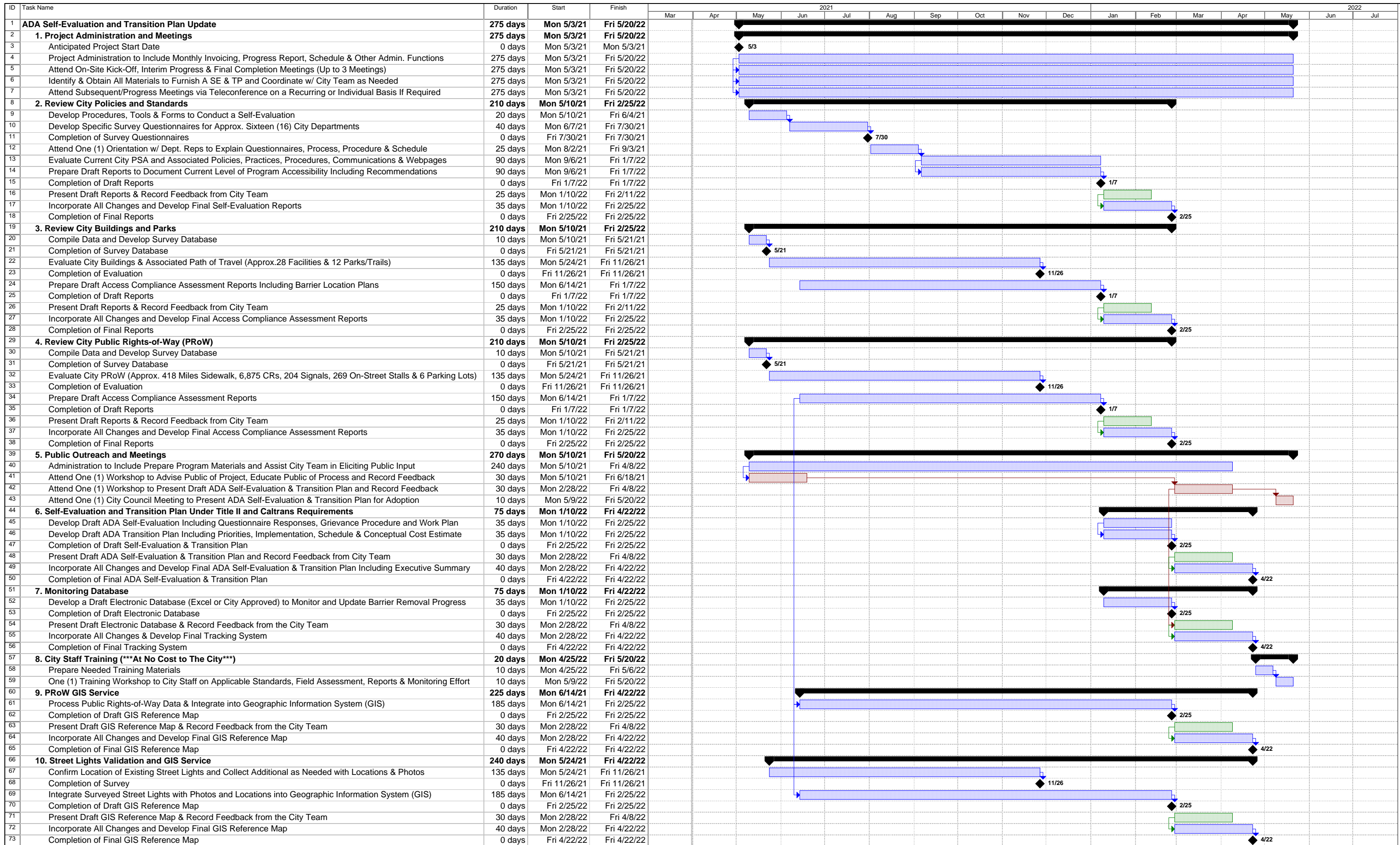
- a. SSA will Develop a Draft Electronic Database (Excel or City Approved) to Monitor and Update Barrier Removal Progress
- b. SSA will Present the Draft Electronic Database and Record Feedback from the City Team
- c. SSA will Incorporate All Changes and Develop the Final Tracking System

Task 8. City Staff Training (**At No Cost to The City****)**

- a. SSA will Prepare the Needed Training Materials
- b. SSA will Conduct One (1) Training Workshop to City Staff on Applicable Standards, Field Assessment, Reports and Monitoring Effort

Task 9. GIS Integration for PRow Elements & Street Lights Survey Data

- a. SSA will Process Public Rights-of-Way Data and Integrate into Geographic Information Systems (GIS)
- b. SSA will Confirm Location of Existing Street Lights and Collect Additional as Needed with Locations & Photos, and Integrate into GIS
- c. SSA will Present the Draft GIS Reference Map and Record Feedback from the City Team
- d. SSA will Incorporate All Changes and Develop the Final GIS Reference Map



Project: City of Madera
 ADA Self-Evaluation & Transition Plan
 Proposed Project Timeline

Task: [Blue Bar] Milestone: [Black Diamond] Project Summary: [Grey Bar] External Milestone: [Grey Diamond] Progress: [Green Arrow] Split: [Dotted Line] Summary: [Black Bar] External Tasks: [Grey Bar] Inactive Task: [Red Bar] Deadline: [Green Arrow]

Exhibit 2: Project Cost Breakdown

Task #	Tasks Task Description	Sally Swanson Architects, Inc.								Total Hours	Total Labor Costs	ODC's Other Direct Costs				Total Fee	
		Principal-in-Charge	Project Manager	Policy Specialist	Facility Specialist	PRoW/GIS Specialist	PRoW Surveyor	Technical Staff	Admin Staff			Car & Gas (Weekly Rate @ \$300)	Car & Gas (Daily Rate @ \$60)	Lodging (Monthly Rate @ \$1,200)	Meals & Incidental Exp (Daily Rate @ \$50)		
		Sally Swanson	Shao Chen	Joshua Klipp	Ian Blakey	Brandon Guyton	(Various)	(Various)	(Various)								
1	Project Administration and Meetings																
	a. Project Administration to Include Monthly Invoicing, Progress Report, Schedule & Other Administrative Functions	1	16							8	25	\$3,225.00					\$3,225.00
	b. Attend On-Site Kick-Off, Interim Progress & Final Completion Meetings (Up to 3 Meetings)	1	3	1	1	1					7	\$1,025.00					\$1,025.00
	c. Identify and Obtain All Materials to Furnish A Self-Evaluation & Transition Plan and Coordinate with City Team as Needed		2	2	2	2					8	\$1,020.00					\$1,020.00
	d. Attend Subsequent/Progress Meetings via Teleconference on a Recurring or Individual Basis If Required		2	2	2	2					8	\$1,020.00					\$1,020.00
	Subtotal:	2	23	5	5	5	0	0	8	48	\$6,290.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,290.00
2	Review City Policies and Standards																
	a. Develop Procedures, Tools & Forms to Conduct a Self-Evaluation		1	8							9	\$1,485.00					\$1,485.00
	b. Develop Specific Survey Questionnaires for Approx. Sixteen (16) City Departments		1	16					8		25	\$3,245.00					\$3,245.00
	c. Attend One (1) Orientation with Department Representatives to Explain Questionnaires, Process, Procedure & Schedule		1	4							5	\$825.00					\$825.00
	d. Evaluate Current City PSA and Associated Policies, Practices, Procedures, Communications & Webpages		1	24							25	\$4,125.00					\$4,125.00
	e. Prepare Draft Reports to Document Current Level of Program Accessibility Including Recommendations	1	2	16					16		35	\$4,035.00					\$4,035.00
	f. Present Draft Reports & Record Feedback from City Team		1	1							2	\$330.00					\$330.00
	g. Incorporate All Changes and Develop Final Self-Evaluation Reports	1	1	8					8		18	\$2,110.00					\$2,110.00
	Subtotal:	2	8	77	0	0	0	32	0	119	\$16,155.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,155.00
3	Review City Buildings and Parks																
	a. Compile Data and Develop Survey Database		1		2				8		11	\$805.00					\$805.00
	b. Evaluate City Buildings & Associated Path of Travel (Approx.28 Facilities & 12 Parks/Trails)		1		160						161	\$16,165.00	\$1,200.00			\$1,000.00	\$18,365.00
	c. Prepare Draft Access Compliance Assessment Reports Including Barrier Location Plans	1	2		8				80		91	\$5,715.00					\$5,715.00
	d. Present Draft Report & Record Feedback from City Team		1		1						2	\$265.00					\$265.00
	e. Incorporate All Changes and Develop Final Access Compliance Assessment Reports	1	1		8				16		26	\$2,030.00					\$2,030.00
	Subtotal:	2	6	0	179	0	0	104	0	291	\$24,980.00	\$1,200.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$27,180.00
4	Review City Public Rights-of-Way (PRoW)																
	a. Compile Data and Develop Survey Database		1		2				8		11	\$805.00					\$805.00
	b. Evaluate City PRoW (Approx. 418 Miles Sidewalk, 6,875 CRs, 204 Signals, 269 On-Street Stalls & 6 Parking Lots)		1					8	1360		1369	\$75,605.00	\$10,200.00		\$7,200.00	\$8,500.00	\$101,505.00
	c. Prepare Draft Access Compliance Assessment Reports	1	2		8			16		280	299	\$17,195.00					\$17,195.00
	d. Present Draft Reports & Record Feedback from City Team		1		1			1			2	\$245.00					\$245.00
	e. Incorporate All Changes and Develop Final Access Compliance Assessment Reports	1	1		8			8	16		26	\$1,870.00					\$1,870.00
	Subtotal:	2	6	0	2	33	1360	304	0	1707	\$95,720.00	\$10,200.00	\$0.00	\$7,200.00	\$8,500.00	\$0.00	\$121,620.00
5	Public Outreach and Meetings																
	a. Administration to Include Prepare Program Materials and Assist City Team in Eliciting Public Input	1	2	4	2	4					13	\$1,695.00					\$1,695.00
	b. Attend One (1) Workshop to Advise Public of Project, Educate Public of Process and Record Feedback		2	4	2	4					12	\$1,510.00					\$1,510.00
	c. Attend One (1) Workshop to Present Draft ADA Self-Evaluation & Transition Plan and Record Feedback		2	4	2	4					12	\$1,510.00					\$1,510.00
	d. Attend One (1) City Council Meeting to Present ADA Self-Evaluation & Transition Plan for Adoption	1	2	4	2	4					13	\$1,695.00					\$1,695.00
	Subtotal:	2	8	16	8	16	0	0	0	50	\$6,410.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,410.00
6	Self-Evaluation and Transition Plan Under Title II and Caltrans Requirements																
	a. Develop Draft ADA Self-Evaluation Including Questionnaire Responses, Grievance Procedure and Work Plan	1	2	16					16		35	\$4,035.00					\$4,035.00
	b. Develop Draft ADA Transition Plan Including Priorities, Implementation, Schedule & Conceptual Cost Estimate	1	2		8	8			160		179	\$10,755.00					\$10,755.00
	c. Present Draft ADA Self-Evaluation & Transition Plan and Record Feedback from City Team		1	1	1	1					4	\$510.00					\$510.00
	d. Incorporate All Changes and Develop Final ADA Self-Evaluation & Transition Plan Including Executive Summary	2	1	8	4	4			16		35	\$3,455.00					\$3,455.00
	Subtotal:	4	6	25	13	13	0	192	0	253	\$18,755.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,755.00
7	Monitoring Database																
	a. Develop a Draft Electronic Database (Excel or City Approved) to Monitor and Update Barrier Removal Progress		1					16			17	\$1,445.00					\$1,445.00
	b. Present Draft Electronic Database & Record Feedback from the City Team		1					1			2	\$245.00					\$245.00
	c. Incorporate All Changes & Develop Final Tracking System		1					8			9	\$805.00					\$805.00
	Subtotal:	0	3	0	0	25	0	0	0	0	28	\$2,495.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,495.00
8	City Staff Training (**At No Cost to The City**)																
	a. Prepare Needed Training Materials		1	6		6					13	\$0.00					\$0.00
	b. Conduct One (1) Training Workshop to City Staff on Applicable Standards, Field Assessment, Reports & Monitoring Effort		1	2		2					5	\$0.00					\$0.00
	Subtotal:	0	2	8	0	8	0	0	0	0	18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	PRoW GIS Service																
	a. Process Public Rights-of-Way Data & Integrate into Geographic Information System (GIS)		1			240					241	\$19,365.00					\$19,365.00
	b. Present Draft GIS Reference Map & Record Feedback from the City Team		1			1					2	\$245.00					\$245.00
	c. Incorporate All Changes and Develop Final GIS Reference Map		1			16					17	\$1,445.00					\$1,445.00
	Subtotal:	0	3	0	0	257	0	0	0	0	260	\$21,055.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,055.00
10	Street Lights Validation and GIS Service																
	a. Confirm Location of Existing Street Lights and Collect Additional as Needed with Locations & Photos							240			240	\$13,200.00	\$1,800.00			\$1,500.00	\$16,500.00
	b. Integrate Surveyed Street Lights with Photos and Locations into Geographic Information System (GIS)					80					80	\$6,400.00					\$6,400.00
	c. Present Draft GIS Reference Map & Record Feedback from the City Team		1			1					2	\$245.00					\$245.00
	d. Incorporate All Changes and Develop Final GIS Reference Map		1			16					17	\$1,445.00					\$1,445.00
	Subtotal:	0	2	0	0	97	240	0	0	339	\$21,290.00	\$1,800.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$24,590.00
	Grand Total Including Optional:	14	67	131	207	454	1600	632	8	3113	\$213,150.00	\$13,200.00	\$0.00	\$7,200.00	\$11,000.00	\$0.00	\$244,550.00

Notes: 1. If there is a significant increase to the scope of work outlined above, SSA reserves the right to renegotiate the services fee with the City of Madera.
 2. Sally Swanson Architects, Inc. (SSA) utilizes a non-proprietary software, FileMaker Pro to create the unique characteristics of the City of Madera database. SSA will assume the cost of one user (perpetual use) license.
 3. Sally Swanson Architects, Inc. (SSA) guarantees that no additional fees will be charged to the City of Madera without prior written consent by the City.
 4. SSA will submit all reports electronically as PDFs.

Exhibit 3: Insurance Requirements

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$2,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance

Exhibit 3: Insurance Requirements

commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Consultant.

Notice of Cancellation

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.