



City of Palo Alto

City Council Staff Report

(ID # 6050)

Report Type: Consent Calendar

Meeting Date: 10/26/2015

Summary Title: Approval of Contract with SZS Consulting Group

Title: Approval of a Two-Year Contract with SZS Consulting Group for the ADA Transition Plan Update with Funding for the First Year Not to Exceed \$164,923 and a Total Contract Amount Not to Exceed \$251,141, Capital Improvement Program Project PF-93009

From: City Manager

Lead Department: Public Works

Recommendation

Staff recommends that Council approve and authorize the City Manager or his designee to execute a contract with SZS Consulting Group (Attachment A) for a period of two years with funding not to exceed \$164,923 for fiscal year 2016 and funding not to exceed \$86,218 for fiscal year 2017 with a total not-to-exceed contract amount of \$251,141 for updating the City's ADA Transition Plan.

Background

The Americans with Disabilities Act (ADA), enacted on July 26, 1990, provides comprehensive civil rights protections to persons with disabilities in the areas of employment, state and local government services, transportation, telecommunications and access to public accommodations.

In 1992, the City hired Schirmer Engineering Corporation to create an ADA Transition Plan to comply with Federal ADA regulations issued in July 1991. Since 1993, the Capital Improvement Program has included project PF-93009, Americans with Disabilities Act Compliance. This project has been used to fund improvements identified in the 1992 ADA Transition Plan, as well as other improvements that have been identified.

Since the creation of the 1992 plan, the City has acquired new buildings and

taken responsibility for the maintenance of additional buildings. The City currently owns or maintains 131 buildings, 7 parking garages, 20 surface parking lots, and 36 neighborhood parks. The weighted average age of the buildings is nearly 50 years. Thus, not all facilities meet current ADA standards as ADA codes have evolved. A comprehensive and updated ADA Transition Plan will help to ensure City programs, services, and activities are accessible to the public.

Discussion

This project will identify potential noncompliant items and other physical barriers at City buildings, parking lots, and recreational facilities. The work to be performed under this contract includes the evaluation of site and program accessibility compliance to provide the basis for identification, prioritization, budgeting, and implementation of plans, as well as an updated plan and database which will be used in continuing efforts to comply with accessibility requirements as established by the ADA and State of California Building Code (CBC) accessibility provisions.

A Request for Proposals (RFP) for the project was sent to prospective consultants and posted on the City’s website on May 29, 2015. The following table summarizes the results of the solicitation:

Summary of Solicitation Process

Proposal Description/Number	Consulting Services for the ADA Transition Plan Update Project	
Proposed Length of Project	105 Calendar Days	
Number of Proposals Mailed	3	
Total Working Days to Respond to Proposal	32 Working Days	
Number of Proposals Received	1	
Company Name	Location (City, State)	Selected for Oral Interview?
SZS Consulting Group	Palo Alto, CA	Yes
Range of Proposal Amounts Submitted	\$228,310.00	

Staff received one proposal submitted on July 14, 2015. Other prospective firms indicated that they did not submit proposals due to heavy workloads or inability to provide the work under the budget given. An evaluation committee consisting of representatives from Public Works' Engineering Services Division and Development Services' Building Services Division carefully reviewed SZS Consulting Group's qualifications and proposal in response to the criteria identified in the RFP. Their submittal was complete and their references praised the quality of work the group has performed. Their proposed process, protocol and past experiences align with the City's priorities for this project.

SZS Consulting Group will identify non-compliant items in the Facilities Inventory List based on ADA codes in 1992 and/or current federal and state ADA codes and statutes including:

- Federal 2010 ADA Standards;
- 2013 California Building Code;
- Federal Highway Administration's Manual on Uniform Traffic Control Devices California Edition 2010 (MUTCD);
- Federal Access Board's Public Rights-of-Way Guidelines (PROWAG);
- 2010 Americans with Disabilities Act Design Standards;
- Federal Access Board's Outdoor Developed Area Guidelines; and
- Case law precedents.

The project consists of five tasks:

1. ADA Assessment Reports - an evaluation of the City's progress on non-compliant items listed in the existing plan for buildings currently maintained or owned;
2. Policy Survey - a review and self-evaluation of City policies and practices that govern the implementation of barrier removal per the existing plan and recommendations for new/updated policies and practices;
3. Facility Assessment - a survey of non-compliant items with detailed supporting documentation and recommendations for compliance;
4. Transition Plan - production of an updated comprehensive plan; and
5. Project Database - development of a database to facilitate ongoing monitoring and updating of the plan by City staff.

Timeline

The first phase of the project is projected to start in early November 2015, and

the second phase on July 1, 2016. The project is expected to be complete in February 2017.

Resource Impact

Funding for this contract is currently available in the recurring Capital Improvement Program (CIP) project PF-93009 “Americans with Disabilities Act Compliance”. This update to the ADA Transition Plan was programmed in the fiscal year 2016 capital budget along with other ADA upgrades under CIP PF-93009 (Attachment B). The contract amount exceeds staff’s estimated internal allocation amount for the plan. Therefore, the contract is split into two phases as noted in the Facility Survey Schedule in Exhibit A of Attachment A. This phased approach will allow other programmed ADA upgrades to be initiated. The fiscal year 2017 budget request may be adjusted during the normal budget cycle to account for this contract and other unrelated ADA upgrade work still pending formal cost quotations.

Policy Implications

Authorization of this contract does not represent a change in existing City policies.

Environmental Review

Preparation of the facility reports, transition plan and database is not a project for the purposes of the California Environmental Quality Act (CEQA). Future implementation of report recommendations may require CEQA review which will be done when those specific projects are initiated.

Attachments:

- Attachment A - SZS Consulting Group Contract (PDF)
- Attachment B - CIP PF-93009 Fiscal 2016 Budget Pages (PDF)

CITY OF PALO ALTO CONTRACT NO. S16159017**AGREEMENT BETWEEN THE CITY OF PALO ALTO AND SZS CONSULTING GROUP FOR PROFESSIONAL SERVICES**

This Agreement is entered into on this 26th day of October, 2015, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and SZS CONSULTING GROUP, a California Limited liability company, located at 2225 E. Bayshore Road, Suite 200, Palo Alto, CA 94303 (“CONSULTANT”).

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to implment the ADA Transition Plan Update Project (“Project”) and desires to engage a consultant to assess City Buildings' ADA accessibility and create a transition plan and database for necessary ADA updates for identified deficiencies in connection with the Project (“Services”).

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

Optional On-Call Provision (This provision only applies if checked and only applies to on-call agreements.)

Services will be authorized by CITY, as needed, with a Task Order assigned and approved by CITY’s Project Manager. Each Task Order shall be in substantially the same form as Exhibit A-1. Each Task Order shall designate a CITY Project Manager and shall contain a specific scope of work, a specific schedule of performance and a specific compensation amount. The total price of all Task Orders issued under this Agreement shall not exceed the amount of Compensation set forth in Section 4 of this Agreement. CONSULTANT shall only be compensated for work performed under an authorized Task Order and CITY may elect, but is not required, to authorize work up to the maximum compensation amount set forth in Section 4.

SECTION 2. TERM.

The term of this Agreement shall be from the date of its full execution through February 28, 2017 unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit “B”, attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY’s agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A”, including both payment for professional services and reimbursable expenses, shall not exceed Two Hundred Twenty-Eight Thousand, Three Hundred and Ten Dollars (\$228,310.00). In the event Additional Services are authorized, the total compensation for Services, Additional Services and reimbursable expenses shall not exceed Two Hundred Fifty-One Thousand, One Hundred and Forty-One Dollars (\$251,141.00). The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “HOURLY RATE SCHEDULE,” which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit “A”.

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT’s billing rates (set forth in Exhibit “C-1”). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT’s payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City’s project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT’s supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally

required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT shall correct, at no cost to CITY, any and all errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives notice to CONSULTANT. If CONSULTANT has prepared plans and specifications or other design documents to construct the Project, CONSULTANT shall be obligated to correct any and all errors, omissions or ambiguities discovered prior to and during the course of construction of the Project. This obligation shall survive termination of the Agreement.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of CITY's stated construction budget, CONSULTANT shall make recommendations to CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 12. SUBCONTRACTING.

CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Syroun Z. Sanossian as the project director to have supervisory responsibility for the performance, progress, and execution of the Services and to represent CONSULTANT during the day-to-day

work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's project manager. CONSULTANT, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

CITY's project manager is Matt Raschke, Public Works Department, Engineering Division, 250, Hamilton Ave., Palo Alto, CA 94301, Telephone:650-496-5937. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT's records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

[Option A applies to the following design professionals pursuant to Civil Code Section 2782.8: architects; landscape architects; registered professional engineers and licensed professional land surveyors.] 16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

[Option B applies to any consultant who does not qualify as a design professional as defined in Civil Code Section 2782.8.] 16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members,

officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT’s services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best’s Key Rating Guide ratings of A-VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY’s Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days’ notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT’s receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY’s Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
 City of Palo Alto
 Post Office Box 10250
 Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the project director
at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a “Consultant” as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the CITY’s Environmentally Preferred Purchasing policies which are available at CITY’s Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY’s Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONSULTANT shall comply with the following zero waste requirements:

- All printed materials provided by CCONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY’s Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.

- Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division's office.
- Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. NON-APPROPRIATION

24.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 25. MISCELLANEOUS PROVISIONS.

25.1. This Agreement will be governed by the laws of the State of California.

25.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

25.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

25.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

25.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

25.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

25.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in

any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

25.8 If, pursuant to this contract with CONSULTANT, CITY shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident (“Personal Information”), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City’s express written consent.

25.9 All unchecked boxes do not apply to this agreement.

25.10 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

25.11 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

City Manager (Required on contracts over \$85,000)

APPROVED AS TO FORM:

Senior Asst. City Attorney
(Required on Contracts over \$25,000)

SZS CONSULTING GROUP,LLC

DocuSigned by:
By: Syroun Z. Sanossian
CE4F63173F52429...

Name: Syroun Z. Sanossian

Title: Principal

Attachments:

- EXHIBIT “A”: SCOPE OF SERVICES
- EXHIBIT “B”: SCHEDULE OF PERFORMANCE
- EXHIBIT “C”: COMPENSATION
- EXHIBIT “C-1”: HOURLY RATE SCHEDULE
- EXHIBIT “D”: INSURANCE REQUIREMENTS

EXHIBIT “A” SCOPE OF SERVICES

GENERAL INFORMATION

The City of Palo Alto currently has an estimated inventory of 131 public buildings, 7 parking garages, and 38 public neighborhood parks. The weighted average age of the buildings is nearly 50 years. Thus, not all facilities meet current ADA standards as ADA codes have evolved. The City seeks to review and update its self-evaluation and transition plan. The work shall be performed by or overseen by a certified access specialist (CASp). The updated ADA Evaluation and Transition Plan shall be approved and signed by said CASp.

DESCRIPTION OF PROJECT

This project will identify potential noncompliant items and other physical barriers at City buildings, parking lots, and recreational facilities. The Consultant shall provide evaluation services for site and program accessibility compliance to provide the basis for identification, prioritization, budgeting, and implementation of plans. The updated ADA Transition Plan will be used by the City in its continuing effort to comply with accessibility requirements as required by the ADA and State of California Access codes. In addition to the updated ADA Transition Plan, the Consultant shall develop a database that will aid the City in monitoring implementation progress and compliance in future projects.

SCOPE OF SERVICES OUTLINE

The Scope of Services for the ADA Transition Plan is outlined in the following Tasks:

TASK 1: ADA ASSESSMENT REPORT

Task 1.1 – Research and Investigate Existing Documentation

Task 1.2 – Assessment of 1992 ADA Transition Plan and Compliance Evaluation

TASK 2: POLICY SURVEY

TASK 3: FACILITY ASSESSMENT

Task 3.1 – Facility Survey

Task 3.2 – Facility Report with Supporting Documentation (Diagrams)

TASK 4: TRANSITION PLAN

TASK 5: PROJECT DATABASE

CONSULTANT DETAILED SCOPE OF SERVICES

The tasks for this project shall incorporate the following details and deliverables:

TASK 1: ADA ASSESSMENT REPORT

Task 1.1: Research and Investigate Existing Documentation

1. SZS Consulting Group, LLC (SZS) shall assemble and evaluate existing documents, reports, and studies related to each of the public facilities. Project research shall include but not be limited to previous studies and accessibility reports on City facilities, exhibits, maps, and reference

documents provided by the City or obtained directly by Consultant from other means for the designated facilities listed in the Fee Proposal.

2. SZS shall compile a list of PSAs provided in City of Palo Alto Facilities.
3. SZS shall correlate PSA locations with City facilities prior to initiation of field investigations.

Task 1.2: Assessment of 1992 ADA Transition Plan and Compliance Evaluation

1. SZS shall assess the City's progress on the non-compliant items listed in the City's original 1992 transition plan for the designated facilities listed in the Fee Proposal. This task includes a field assessment will identify which facilities were compliant with ADA codes in 1992 and/or compliant with current federal and state ADA codes and statutes including Government Code, Vehicle Code, Labor Code, Health, Safety Code, etc. and case law precedents. The field investigation will take place simultaneously with Task 3 below.

Deliverables:

- Draft Progress Assessment Report to be provided as part of Task 3.
2. SZS shall evaluate compliance to current codes for any additional facilities or programs acquired by the City since 1992 for the designated facilities listed in the Fee Proposal contained in this document as part of this scope of work. The Compliance Evaluation Report will include City buildings, parking lots, and recreational facilities listed in the Fee Proposal. The report will identify each physical element within the public areas of the facility that constitutes a code violation or otherwise hinders or prevents access to persons with disabilities, in addition to identifying which PSAs take place in these spaces.

Deliverables:

- Draft Compliance Evaluation Report to be provided as part of Task 3.

TASK 2: POLICY SURVEY

Existing City policies and practices that govern the implementation of barrier removal within the ADA Transition Plan process will be reviewed and recommendations for change shall be provided. In addition, SZS proposes to assist the City in establishing policies and practices for emergency procedures, grievance procedures and effective communication according to Section 508, as part of the Self-evaluation process required by the US DOJ as part of the ADA Transition Plan requirements outlined in the Code of Federal Regulations 28 CFR Section §35.105.

1. SZS shall review current policies to ensure that appropriate policies are in place to monitor updates and compliance in future projects.
2. SZS shall provide the ADA Toolkit to designated City staff to complete.
3. SZS shall tabulate results from the ADA Toolkit questionnaires and make recommendations in writing for changes necessary to existing policies and practices.
4. SZS shall assist the City in creating a grievance procedure and a request for accommodations process.

The ADA Tool Kit was designed to teach state and local government officials how to identify and fix problems that prevent people with disabilities from gaining equal access to state and local government programs, services, and activities. SZS has modified the Toolkit to reference requirements in California statutes and regulations. The Toolkit questionnaires assess basic preparedness. The information obtained through their use represents the starting point of the process and provides information on vital needs such as emergency assistance. SZS will use this information to establish a baseline for basic policies and practices that serve the needs of people with disabilities who use City facilities.

TASK 3: FACILITY ASSESSMENT

Task 3.1: Facility Survey

SZS shall conduct surveys and produce draft field reports for City buildings, parking lots, and recreational facilities listed in the Facility Survey Schedule that provide programs, services, or activities to the public . The surveys will identify physical barriers and compare each facility to the State Title 24 Building Code and the Federal 2010 ADA Standards, in addition to the following standards:

- The Federal Highway Administration's *Manual on Uniform Traffic Control Devices California Edition* 2010 Edition (MUTCD) to signage at bus stops located at facilities and signage along the sidewalk included in this scope of work
- The federal Access Board's Public Rights-of-Way Guidelines (PROWAG) that are the gold standard for compliance in the public rights-of-way assessment and design
- The 2010 *Americans with Disabilities Act Design Standards* that replaced the ADAAG as of March 15, 2011 including:
 - *Recreation Area Guidelines* covering golf facilities, miniature golf facilities, play areas, swimming pools, wading pools and spas
- The federal Access Board's *Outdoor Developed Area Guidelines* that apply to federal facilities (national parks) with trails, picnic and camping areas, viewing areas, beach access routes and other components of outdoor developed areas on federal sites when newly built or altered.
- Pursuant to the *Fortyune v. City of Lomita* case, to the extent specific standards for City facilities do not exist, SZS shall note the lack of such standards apply analogous standards if feasible.

Task 3.2: Facility Report with Supporting Documentation (Diagrams)

SZS shall produce a Facility Report that includes facility diagrams locating architectural barriers in public buildings and exterior for use in the ADA Transition Plan. Each report will include the following details:

- Executive summary that identifies barriers to access and illustrates reasoning behind recommended solutions in clear and concise terms
- Unique barrier number for each non-compliant element
- Clear digital photograph(s) of each non-compliant element saved individually as a JPEG with a minimum pixel count of 1920 x 1280
- Physical location description of each non-compliant element (e.g. City Museum – Floor 1)
- X, Y, and Z coordinates for each exterior barrier identified in parking lots, connecting accessible routes into associated buildings or at the signalized intersection included in this scope of work to enable production of a city-wide GIS map
- As-Built dimensions of compliant and non-compliant elements, where applicable (e.g. 20” clear width)
- Quantity and type of compliant and non-compliant elements (e.g. 120 SF, 1 each)
- Code reference and text from the 2010 ADA Design Standards, California Code Requirements (CCR), Title 24, Public Rights-of-Way Accessibility Guidelines (PROWAG), the 2010 California Manual on Uniform Traffic Control Devices (CA MUTCD), case law precedent or performance standards where applicable
- Barrier severity rating using our proprietary system using five (5) rating tiers
- Recommended solution for each barrier to achieve barrier removal in not more than one (1) sentence
- Construction Cost Estimate to remove each barrier provided on each individual barrier record and within a project cost estimate summary
- Priority for barrier removal within implementation phase, which is determined per City inputs and based on findings
- Implementation phase and date
- Barrier status – open or closed to allow for reports that indicate the number of barriers removed or still awaiting implementation
- Field notes allowing additional information in the database and reports to add pertinent information regarding field findings or barrier removal implementation
- A GIS city map will be included with the draft and final reports showing all barriers to access identified in the exterior areas (parking, paths of travel, etc.)

Draft Facility reports will be sent to the City after each group of buildings are completed according to the Facility Survey Phase Schedule.

Deliverables:

- Draft and final facility Reports for Each Facility and compiled together into one document with each Facility’s executive summary

TASK 4: TRANSITION PLAN

The Consultant shall produce an updated comprehensive ADA Transition Plan based upon guidance from City Staff and findings from Tasks 1 through 3. Consultant shall incorporate the ADA Best Practices Tool Kit for State and local Governments (<http://www.ada.gov/pcatoolkit/toolkitmain.htm>) as a minimum guideline for the transition plan. It shall also incorporate relevant requirements from the US Access Boards Guidelines (<http://www.access-board.gov/guidelines-and-standards>) including the proposed Public Right-of-Way Access Guidelines (PROWAG). The plan shall prioritize barrier removals on the following criteria:

- Methodology for evaluation of barriers
 1. Field inspection checklist and forms shall be provided as part of this scope of work for City use only
- Methodology for prioritization of barrier remediation
- Estimated costs for barrier remediation
 1. Budgetary cost estimates provided for each data record (barrier)
 2. Budgetary cost estimate summary per facility according to barrier priorities
 3. Budgetary cost estimates compiled for all facilities as part of final ADA Transition Plan
- Implementation phasing schedule
- Procedures and forms for monitoring implementation
- Procedures and forms for performing evaluations of additional barriers
- Procedures and forms for filing Requests for Accommodation
- Standard drawings for remediation methods
- A section shall also be included that lists references and contacts information for ADA and accessibility related resources.

Deliverables:

- Transition Plan signed by responsible individual with CASp credentials

TASK 5: PROJECT DATABASE

SZS shall develop a database for the ADA Transition Plan using Microsoft Access, Microsoft Excel, or other City-approved software. The purpose of the database is to facilitate ongoing monitoring and updating of the final comprehensive ADA Transition Plan by City Staff. The database shall correlate all components of the transition plan including but not limited to Compliance and Facility reports, Facility Diagrams, Transition Plans, reference drawings, standard drawings, and photographs. The database shall be the property of the City of Palo Alto when the ADA Transition Plan compilation is complete.

Deliverables:

- Complete database on optical disk (CDROM or DVDROM) and USB flash drive(s)

**EXHIBIT “B”
SCHEDULE OF PERFORMANCE**

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

<u>Milestones</u>	Completion No. of Weeks <u>From NTP</u>
1. Research and Investigation	6 weeks
2. Facility Surveys (See attached Facility Survey Schedule for schedule of specific facilities)	64 weeks
3. Policy Survey	24 weeks
4. ADA Transition Plan Production	67 weeks

09-0480. Proposed Work Schedule

CITY OF PALO ALTO ADA TRANSITION PLAN UPDATE SCHEDULE		Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	
TASK 1A - RESEARCH AND INVESTIGATION		PHASE 1									PHASE 2							
A	Kick off Meeting																	
B	Research and Investigate Existing ADA TP Documentation, previous assessments, etc.																	
C	Review 1992 ADA Transition Plan and Compliance Evaluation																	
D	Create Action Plan for Field Surveys																	
TASK 1B - FACILITY SURVEYS																		
A	Field investigation (survey) process of designated City facilities																	
B	Produce Progress Reports/Compliance Reports/Field Surveys of designated City facilities																	
C	Produce GIS map using exterior and building location data																	
D	Produce Reference Drawings for Building Assessments																	
E	Correlate programs, services and activities with barrier data																	
F	Compile Field Data and Perform Quality Control																	
G	Review and modify existing City standard construction details for use in remediation																	
H	Meet to present recommended priorities for barrier removal implementation phases																	
I	Provide draft facility reports to City for review																	
TASK 2 - POLICY SURVEY																		
A	Review existing City policies/practices involving barrier removal implementation process and review																	
B	Provide guidance on creation of request for accommodations & grievances procedures																	
C	Distribute US DOJ ADA Toolkit to designated City staff																	
D	Tabulate results from ADA Toolkit																	
E	Provide recommendations on changes/additions to existing City policy																	
TASK 3 - ADA TRANSITION PLAN PRODUCTION																		
A	Meet with designated City staff to gain input on draft reports																	
B	Obtain budgetary determinations and approved priorities for barrier removal																	
C	Recommend and create phasing schedule																	
D	Revise draft reports and produce final ADA Transition Plan documents																	
E	Provide final ADA Transition Plan to City including Database																	
F	Meet with designated City staff to discuss findings																	

- Research & Investigation Process
- Field Survey Process
- ADA Transition Plan Process
- Meetings

CITY OF PALO ALTO ADA TRANSITION PLAN UPDATE SCHEDULE			Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17
SURVEY ORDER	FACILITY #	FACILITY NAME	PHASE 1							PHASE 2						
1	7	Civic Center	■	■	■											
2	54	Civic Center Office Building Public Parking	■	■	■											
3	2	Arastradero Preserve Gateway Facility and Preserve	■	■	■											
4	4	Baylands, Athletic Center and Preserve	■	■	■											
5	34	Cowper / Hamilton Lot H		■	■	■										
6	35	Lytton / Waverley Lot K		■	■	■										
7	36	Emerson / Lytton Lot A		■	■	■										
8	37	Hamilton / Waverley Lot D		■	■	■										
9	1	Animal Services		■	■	■										
10	3	Art Center		■	■	■										
11	63	Bol Park			■	■	■									
12	5	Children's Library			■	■	■									
13	6	Children's Theatre			■	■	■									
14	8	College Terrace Library			■	■	■									
15	9	Cubberley Community Center			■	■	■									
16	38	Gilman / Waverley Lot G			■	■	■									
17	39	Gilman / Bryant Lot E			■	■	■									
18	40	Emerson / High Lot O			■	■	■									
19	41	Ramona/Lytton Lot C			■	■	■									
20	64	Boulware Park				■	■	■								
21	65	Bowden Park				■	■	■								
22	10	Downtown Library				■	■	■								
23	66	Bowling Green Park				■	■	■								
24	68	Byxbee Park and Restrooms				■	■	■								
25	11	Firestation #1 (University Park)				■	■	■								
26	12	Firestation #2 (Mayfield)				■	■	■								
27	13	Firestation #3 (Rinconada)				■	■	■								
28	14	Firestation #4 (Mitchell Park)					■	■	■							
29	15	Firestation #5 (Arastradero)					■	■	■							
30	16	Firestation #8 (Foothills Park)					■	■	■							
31	42	High / Hamilton Lot P						■	■	■						
32	43	Emerson / Ramona Lot N						■	■	■						
33	44	Florence / Lytton Lot F						■	■	■						
34	45	Lytton / Kipling Lot T						■	■	■						
35	76	Gamble Garden Center							■	■	■					
36	77	Golf Course							■	■	■					
37	78	Greer Park and Restrooms							■	■	■					
38	17	Green Waste Facility								■	■	■				
39	80	Hoover Park and Restrooms								■	■	■				
40	67	Briones Park and Restrooms								■	■	■				
41	69	Cameron Park								■	■	■				
42	70	Esther Clark Park								■	■	■				
43	71	Cogswell Plaza								■	■	■				
44	18	Junior Museum & Zoo								■	■	■				
45	19	Landfill Facility								■	■	■				
46	46	California Avenue BD Lot 6								■	■	■				
47	47	California Avenue BD Lot 2								■	■	■				
48	48	California Avenue BD Lot 7								■	■	■				
49	49	California Avenue BD Lot 4								■	■	■				
50	50	California Avenue BD Lot 3								■	■	■				
51	51	California Avenue BD Lot 8								■	■	■				
52	52	California Avenue BD Lot 1								■	■	■				
53	53	California Avenue BD Lot 9								■	■	■				
54	20	Lucie Stern Community Center									■	■	■			
55	21	Mitchell Park Library									■	■	■			
56	22	Mitchell Park Community Center									■	■	■			
57	85	Mitchell Park and Restrooms									■	■	■			
CITY OF PALO ALTO ADA TRANSITION PLAN UPDATE SCHEDULE			Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17
SZS-ORDER	FACILITY #	FACILITY NAME	PHASE 1							PHASE 2						
58	55	Cambridge Parking Garage (Lot 5)								■	■	■				
59	72	El Camino Park, Restrooms, and Scorekeeper Facility									■	■	■			
60	73	Eleanor Pardee Park									■	■	■			
61	74	El Palo Alto Park									■	■	■			
62	75	Foothills Park									■	■	■			
63	23	Municipal Service Center (MSC)									■	■	■			
64	24	Palo Alto Airport Terminal Building (Portables)									■	■	■			

**EXHIBIT “C”
COMPENSATION**

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule attached as exhibit C-1 up to the not to exceed budget amount for each task set forth below.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit “A” (“Basic Services”) and reimbursable expenses shall not exceed \$228,310.00. CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event CITY authorizes any Additional Services, the maximum compensation shall not exceed \$251,141. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s project manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, does not exceed \$228,310.00 and the total compensation for Additional Services does not exceed \$22,831.00.

BUDGET SCHEDULE	NOT TO EXCEED AMOUNT
Phase 1	
Task 1 (Research and Facility Surveys)	\$117,980.00
Task 2 (Policy Survey)	\$2,720.00
Task 3 (ADA Transition Plan)	\$29,230.00
Phase 2	
Task 4 (Research and Facility Surveys)	\$61,340.00
Task 5 (ADA Transition Plan)	\$17,040.00
Sub-total Basic Services	\$228,310.00
Reimbursable Expenses	\$0
Total Basic Services and Reimbursable expenses	\$228,310.00

Phase 1 Additional Services (Not to Exceed)	\$14,993.00
Phase 2 Additional Services (Not to Exceed)	\$7,838.00
Maximum Total Compensation	\$251,141

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are: N/A

A. Travel outside the San Francisco Bay area, including transportation and meals, will be reimbursed at actual cost subject to the City of Palo Alto's policy for reimbursement of travel and meal expenses for City of Palo Alto employees.

B. Long distance telephone service charges, cellular phone service charges, facsimile transmission and postage charges are reimbursable at actual cost.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$0 shall be approved in advance by the CITY's project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including reimbursable expense, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's project manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement

Work required because the following conditions are not satisfied or are exceeded shall be considered as additional services:

EXHIBIT "C-1"
HOURLY RATE SCHEDULE

LABOR CATEGORY	HOURLY RATE
Project Managers	\$180.00
Field Investigators	\$110.00
GIS Analyst	\$140.00
Technical Staff	\$80.00

EXHIBIT “D”**INSURANCE REQUIREMENTS**

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST’S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER’S COMPENSATION EMPLOYER’S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		EACH PERSON EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE			
		ALL DAMAGES		\$1,000,000
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

I. INSURANCE COVERAGE MUST INCLUDE:

- A. A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
- B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.
- C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY’S PRIOR APPROVAL.

II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSUREDS”

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL

LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONTRACTOR SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

NOTICES SHALL BE MAILED OR EMAILED TO:

EMAIL: InsuranceCerts@CityofPaloAlto.org

**PURCHASING AND CONTRACT ADMINISTRATION
CITY OF PALO ALTO
P.O. BOX 10250
PALO ALTO, CA 94303**



Fund: Capital Improvement Fund
Category: Buildings and Facilities
Project Location: Various
Managing Department: Public Works
IBRC Reference: Keep-up
Initial Project Start: Recurring
Initial Project Completion: Recurring
Project Number: PF-93009

Palo Alto Airport Terminal, January 2015

Americans With Disabilities Act Compliance

Description

This project provides funding for accessibility upgrades to City facilities and equipment. It includes continued funding for improvements such as path of travel, restroom upgrades, drinking fountains, and counters. This funding will also be utilized for other CIP project design or construction phases where accessibility improvements are identified.

Justification

In order to comply with the Americans with Disabilities Act of 1990 and related regulations, the City prepared a Transition Plan and Self-Evaluation Final Study that identified physical obstacles and described improvements to make facilities, programs, and services accessible. Implementation of this program is ongoing.

Supplemental Information

Projects identified for upcoming work include:

Fiscal Year 2016: Accessible ramps replacement at Airport Terminal (Note: costs for the Palo Alto Airport ramps may be recovered from the Airport Fund upon completion of the work); Restroom accessibility evaluation for Children's Theater, Ventura Community Center, Foothills Park, and Community Theater; Update ADA Transition Plan

Fiscal Year 2017: Restroom Upgrades at Children's Theatre

Fiscal Year 2018: Restroom Upgrades at Ventura Community Center

Fiscal Year 2019: Accessibility Upgrades at Foothills Park

Fiscal Year 2020: Restroom Upgrades at Community Theater

Funding Sources Schedule

Funding Source	Prior Years	FY 2015 Budget	FY2015 Est.	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	5 Year CIP Total	Beyond 5 Year CIP	Total
Capital Improvement Fund	N/A	473,386	176,387	502,118	142,328	143,471	189,289	191,700	1,168,906	0	N/A
Total	N/A	473,386	176,387	502,118	142,328	143,471	189,289	191,700	1,168,906	0	N/A

Expenditure Schedule

Project Phase	Prior Years	FY 2015 Budget	FY2015 Est.	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	5 Year CIP Total	Beyond 5 Year CIP	Total
Design	N/A	0	0	63,903	0	0	0	0	63,903	0	N/A
Construction	N/A	473,386	176,387	438,215	142,328	143,471	189,289	191,700	1,105,003	0	N/A
Total	N/A	473,386	176,387	502,118	142,328	143,471	189,289	191,700	1,168,906	0	N/A

Operating Impact

This project is not anticipated to impact operating expenses.

<p>Relationship to Comprehensive Plan</p> <p>Primary Connection</p> <p>Element: Community Services & Facilities</p> <p>Section: Access</p> <p>Goal: C-5</p> <p>Policy: C-32</p> <p>Program: C-27</p> <p>Environmental Impact Analysis:</p> <p>This project is expected to have a possible exemption from CEQA under Section 15301.</p>	<p>Potential Board/Commission Review:</p> <p>Architectural Review Board</p> <p>Historic Resources Board</p>
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