



City of Palo Alto

City Council Staff Report

(ID # 8573)

Report Type: Consent Calendar

Meeting Date: 12/17/2018

Summary Title: ADA Transition Plan Update: Public Outreach Process

Title: Approval of Amendment Number 4 to Contract Number S16159017 With SZS Consulting Group in the Amount of \$85,880 for the Americans With Disability Act (ADA) Transition Plan Update Project (Capital Improvement 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 Amendment No. Four to Contract S16159017 with SZS Consulting Group (Attachment A) to increase the contract by \$85,880 and extend the term of the contract by ten months for public outreach and additional services for the Capital Improvement Program ADA Transition Plan Update project PF-93009 for a total contract amount not-to-exceed \$337,021 and contract term ending September 30, 2019.

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 Schirmer Engineering Corporation was hired to create an ADA Transition Plan to comply with federal ADA regulations issued in July 1991. Since 1993, the Capital Improvement Program (CIP) has included the Americans with Disabilities Act Compliance project PF-93009 to fund improvements identified in the 1992 plan, as well as other ADA improvements identified by third-party consultants or City staff.

Council approved a contract with SZS Consulting Group in October 2015 ([CMR 6050](#)) to update the 1992 plan. SZS Consulting Group identified potential compliance issues at City buildings, parking lots and recreational facilities. Their work includes evaluation of site and program accessibility compliance to provide the basis for identification, prioritization, budgeting and scheduling. Following is the status of the original contract tasks:

- ADA Assessment Report – Assessment and report were completed in January of 2016.
- Facility Assessment – Facility surveying began in January of 2016 and was completed in February of 2017. The City has reviewed and commented on draft reports through December of 2017.
- Transition Plan – A draft schedule of ADA improvements for City facilities within the contract scope has been provided by SZS Consulting Group and has been internally circulated for feedback in June of 2017.
- Project Database – Compilation of identified barriers to track the City’s implementation progress were completed concurrent with Facility Assessments.
- Policy Survey – A self-evaluation was completed by respective City departments on the topics of General Effective Communication, Emergency Communications and Management, Website Accessibility, and Curb Ramps and Pedestrian Crossings. The City has also revisited the topics of Emergency Communications and Management, Website Accessibility, and Curb Ramps and Pedestrian Crossings.

Not included in the contract, were sidewalk and curb ramps in the Public Right-of-Way (PROW), and public outreach to engage those interested in the development of the ADA transition plan. ADA compliance applies not only to physical barriers found in facilities and the PROW, it also includes accessibility of online systems (e.g. websites) and effective communication to ensure that community members are informed about City matters.

Discussion

For the ADA Transition Plan to be complete, it needs to include sidewalk and curb ramp remediation in the PROW and the opportunity for the community to participate in the development of the transition plan, per Section §35.150 Subpart

D, Existing facilities, (d) Transition plan of the Americans with Disabilities Act Title II Regulations. Additionally, the City website must be updated to ensure that community notifications and information are accessible to people with disabilities.

Recognizing the opportunity to incorporate the PROW into the City's ADA Transition Plan update, all curb ramps are in the process of being identified, and a remediation schedule for curb ramps and sidewalks will be created and incorporated by SZS Consulting Group into the final ADA Transition Plan update. The remediation schedule will follow the prioritization criteria of facilities and will also be a part of the public outreach process.

The public outreach process is important to the development of the Transition Plan as it helps prioritize barrier removals in a meaningful way. When community members are included in the decision-making process, facility usage can be better measured, and insightful input is gained on what areas or facility improvements matter most. Since some barriers may require a solution that is technically infeasible, the public outreach process is also an important means of informing the community about financial constraints, future plans, and constructability issues.

To gather comments from the public, a public outreach process is being added to the SZS Consulting Group contract scope of services, including:

- Developing a Transition Plan questionnaire to be distributed online and via alternate formats;
- Developing a questionnaire for City staff in order to gather information about staff experience and expertise levels in interacting and working with people with disabilities;
- Preparing presentation and other materials for community meetings;
- Attending three public meetings held during the day and/or in the evening;
- Assisting with outreach to local organizations that serve people with disabilities;
- Compiling public comments received during public meetings and the 45-day public comment period; and
- Reprioritizing facilities in the Transition Plan.

To prioritize accessibility in the development of a new City website, SZS Consulting Group will audit the current website and assist in the existing effort to

procure a new content management system (CMS) to improve accessibility. SZS Consulting Group will have direct technical discussions with IT staff and the new CMS provider to ensure an efficient process and reduce levels of translation needed when producing accessible documentation. SZS Consulting Group will design an evaluation for the audit, perform the audit on existing and new website design, and hold trainings on best practices for ensuring continuous digital accessibility.

Timeline

Draft schedules of existing facilities and PROW are to be completed prior to the scheduling of the public outreach meetings. Public outreach is expected to be a three-month process. SZS Consulting Group will coordinate with staff for available public outreach meeting dates and times. Meetings will be held at various locations to help reach as many neighborhoods as possible. After the public outreach meetings, there will be a comment period conducted online for the submission of additional public comments. After this comment period, SZS Consulting Group will compile all responses into a report and reprioritize the ADA Transition Plan. Public Works Engineering will return to Council for adoption of the finalized ADA Transition Plan.

Website accessibility assistance will be an ongoing process. The City is currently redesigning its website. During this process, guidance and assistance from SZS Consulting Group will be provided to IT on an as-needed basis through September 30, 2019.

Resource Impact

Funding for this contract amendment is available in the FY2019 Americans with Disabilities Act Compliance CIP project PF-93009.

Policy Implications

Authorization of this contract does not represent a change in existing City policies. The City may need to look into updating policies or procedures in the future to ensure ADA compliance.

Environmental Review

Preparation of the facility reports, transition plan, and barrier 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 evaluated as specific projects are initiated.

Attachments:

- Attachment A - Contract Amendment No 4

**AMENDMENT NO. 4 TO CONTRACT NO. S16159017
BETWEEN THE CITY OF PALO ALTO AND
SZS CONSULTING GROUP FOR PROFESSIONAL SERVICES**

This Amendment No. 4 (this "Amendment") to contract no. S16159017 is entered into as of November 14, 2018 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"). CITY and CONSULTANT are also referred to herein collectively as the "Parties".

RECITALS

A. The Contract (as defined below) was entered into October 26, 2015 between the Parties for the provision of professional services for an updated ADA Transition Plan.

B. The Contract was amended by Amendment No.1 to extend the term of the contract through June 30, 2017, Amendment No. 2 to extend the term of the contract through October 31, 2017 and Amendment No. 3 to extend the term of the contract through November 15, 2018.

C. The Parties now wish to amend the Contract to increase the compensation from Two Hundred Fifty One Thousand One Hundred Forty One Dollars (\$251,141.00) to a new not to exceed amount of Three Hundred Thirty Seven Thousand Twenty One Dollars (\$337,021.00) and to expand the scope of services to include the extra cost for additional work for the development of the ADA Transition Plan required to provide a public outreach process for interested persons to comment on the transition plan. The ADA Transition Plan will also be expanded to require the integration of the public right-of-way. Both items were not included in the original scope of services. The City has also requested an audit and guidance to ensure ADA compliance with website communications. These additional scope of work items will require additional funds for completion as specified in Exhibit "A-1". The Parties also wish to extend the Contract term through September 30, 2019.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

a. **Contract.** The term "Contract" shall mean contract no. S16159017 between CONSULTANT and CITY, dated October 26, 2015, as amended by:

Amendment No.1, dated March 27, 2017, and
Amendment No.2, dated June 20, 2017, and
Amendment No.3, dated October 26, 2017

- b. **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 1 "SCOPE OF SERVICES" of the Contract is hereby amended to read as follows:

"CONSULTANT shall perform the Services described at Exhibit "A" and Exhibit "A-1" in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY."

SECTION 3. Section 2 "TERM" of the Contract is hereby amended to read as follows:

"The term of this Agreement shall be from the date of its full execution through September 30, 2019 unless terminated earlier pursuant to Section 19 of this Agreement."

SECTION 4. Section 4 "NOT TO EXCEED COMPENSATION" of the Contract is hereby amended to read as follows:

"The compensation to be paid to CONSULTANT for performance of the Services described in Exhibits "A" and "A-1", including both payment for professional services and reimbursable expenses, shall not exceed Three Hundred and Fourteen Thousand, One Hundred and Ninety Dollars (\$314,190.00). In the event Additional Services are authorized, the total compensation for Services, Additional Services and reimbursable expenses shall not exceed Three Hundred and Thirty-Seven Thousand, and Twenty-One Dollars (\$337,021.00). The applicable rates and schedule of payment for Tasks 1-5 of Exhibit "A" are set out at Exhibit "C-1", and for Tasks 6-9 of Exhibit "A-1" are set out at Exhibit "C-2", entitled "HOURLY RATE SCHEDULE, AMENDMENT NO. 4 (ADDED)" 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 Exhibits "A" and/or "A-1"."

SECTION 5. The following exhibit(s) to the Contract are hereby added or amended, as indicated below in this Section, to read as set forth in the attachment(s) to this Amendment, which are incorporated into this Amendment and into the Contract in full by this reference:

- a. Exhibit "A-1" entitled "SCOPE OF SERVICES, AMENDMENT No. 4-Added".
- b. Exhibit "B" entitled "SCHEDULE OF PERFORMANCE", of the Contract is hereby deleted and replaced in its entirety to read as provided in the attached Exhibit "B", entitled "SCHEDULE OF PERFORMANCE, AMENDMENT NO.4".
- c. Exhibit "C" entitled "COMPENSATION" of the Contract is hereby deleted and replaced in its entirety to read as provided in the attached Exhibit "C", entitled "COMPENSATION, AMENDMENT NO.4".
- d. Exhibit "C-2" entitled "HOURLY RATE SCHEDULE, AMENDMENT No.4- Added"

SECTION 6. Legal Effect. Except as herein modified, all other provisions of the Contract, including any exhibits, shall remain in full force and effect.

SECTION 7. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are hereby fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE PARTIES

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

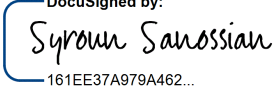
CITY OF PALO ALTO

City Manager (Contract over \$85k)

APPROVED AS TO FORM:

City Attorney or designee
(Contract over \$25k)

SZS CONSULTING GROUP LLC

DocuSigned by:
Syroun Sanossian
By: 
161EE37A979A462...
Name: Syroun Sanossian
Title: principal

Attachments:

Exhibit "A-1" entitled "SCOPE OF SERVICES, AMENDMENT No. 4 (ADDED)"

Exhibit "B" entitled "SCHEDULE OF PERFORMANCE, AMENDMENT No. 4" (AMENDED-REPLACES PREVIOUS)

Exhibit "C" entitled "COMPENSATION, AMENDMENT No. 4" (AMENDED-REPLACES PREVIOUS)

Exhibit "C-2" entitled "HOURLY RATE SCHEDULE, AMENDMENT No. 4 (ADDED)"

EXHIBIT "A-1"
SCOPE OF SERVICES, AMENDMENT NO. 4 (ADDED)

In addition to Tasks 1-5 in Exhibit "A", entitled "SCOPE OF SERVICES", of the Agreement, Consultant shall complete Task 6, Task 7, Task 8 and Task 9, detailed below in this Exhibit "A-1", entitled "SCOPE OF SERVICES, AMENDMENT NO. 4 (ADDED)", to cover the requirements for public comment, website compliance assistance, and other guidance by Consultant (also referred to below as "SZS") and to cover an allowance for public outreach and training.

GENERAL INFORMATION

The Americans with Disabilities Act outlines specific requirements for an ADA Transition Plan in Section §35.149 Subpart D, Discrimination prohibited, (d) Transition plan. One requirement is: "A public entity shall provide an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the development of the transition plan by submitting comments."

ADDITIONAL SCOPE OF SERVICES OUTLINE

The additional scope of services for the ADA Transition Plan is outlined in the following added Tasks:

TASK 6: PUBLIC OUTREACH PROCESS

TASK 7: PROW SCHEDULE AND INCORPORATION INTO TRANSITION PLAN

TASK 8: WEBSITE ADA COMPLIANCE ASSISTANCE

TASK 9: ALLOWANCE FOR PUBLIC OUTREACH AND TRAINING

CONSULTANT DETAILED ADDITIONAL SCOPE OF SERVICES

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

TASK 6: PUBLIC OUTREACH PROCESS

The public outreach process includes the use of a questionnaire for the public (online and in alternate formats) and staff to determine their level of interaction and experience with people that have disabilities and three (3) public meetings (twice on one day, where possible) to allow people who work shifts to attend either a daytime or evening meeting. The meetings will be held first with the questionnaires implemented to elicit comments after the meeting for a standard 45-day public comment period. SZS will attend the public outreach meetings, maintain a record of the proceedings and comments, and be prepared to answer questions within their area of expertise. Distribution of the questionnaires will be through the City website, through

local organizations that work with people with disabilities, and as part of the presentation during the meetings. SZS will assist the City in contacting local organizations that serve people with disabilities to help ensure that we obtain a number of responses that would be statistically significant.

SZS shall also attend the City of Palo Alto City Council meeting in which the updated Transition Plan is present for approval. SZS will be present to answer any technical questions that arise during the City Council meeting.

Deliverables:

- Questionnaire for public comment for online use and necessary alternate formats
- Program materials for public outreach meetings
- Compilation of public comments received in Public Outreach Reports
- Reprioritized ADA Transition Plan

TASK 7: PROW SCHEDULE AND INCORPORATION INTO TRANSITION PLAN

Basic steps for SZS to audit the existing website are as follows:

1. Design evaluation
2. Work with City CMS developers and City IT Staff on implementation and spot-checking
3. Perform WCAG 2.1 Audit at level AA on fresh website
4. Make adjustment and recheck of work from #3
5. Hold training/workshops as well as knowledge transfer and other best practices for ensuring digital accessibility, throughout the process

The proposed audit will meeting the requirements laid out by W3C and others. Full scope of work will be determined in direct discussions between the web auditors and the City.

Deliverables:

- Document incorporating PROW schedules for curb ramps and sidewalk infrastructure into ADA Transition Plan Update

TASK 8: WEBSITE ADA COMPLIANCE ASSISTANCE

SZS will provide expertise to facilitate the development of a new accessible city website as part of an existing effort by the city to procure a new content management system (CMS).

Basic steps for SZS to audit the existing website are as follows:

1. Design evaluation
2. Work with City CMS developers and City IT Staff on implementation and spot-checking
3. Perform WCAG 2.1 Audit at level AA on fresh website
4. Make adjustment and recheck of work from #3

5. Hold training/workshops as well as knowledge transfer and other best practices for ensuring digital accessibility, throughout the process

The proposed audit will meeting the requirements laid out by W3C and others. Full scope of work will be determined in direct discussions between the web auditors and the City.

TASK 9: ALLOWANCE FOR PUBLIC OUTREACH AND TRAINING

If needed, SZS will provide additional support for public outreach and training. This support includes, but is not limited to, additional public outreach meetings or additional training/workshops for digital accessibility. This allowance shall only be expended if authorize in advanced, in writing, by the City's Project Manager.

EXHIBIT "B"**SCHEDULE OF PERFORMANCE, AMENDMENT NO. 4 (AMENDED- REPLACES PREVIOUS)**

CONSULTANT shall perform the Services as detailed in this Agreement so as to complete each milestone within the number of 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 (NTP).

<u>Milestones</u>	<u>Completion No. of Weeks from NTP</u>
1. Research and Investigation	6
2. Facility surveys (See attached Facility Survey Schedule for schedule of specific facilities)	64
3. Policy Survey	24
4. ADA Transition Plan Production	161
5. Public Outreach Process	161
6. Website ADA Compliance Assistance	200

EXHIBIT "C"
COMPENSATION, AMENDMENT NO. 4 (AMENDED REPLACES PREVIOUS)

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.

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, and the total compensation for Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

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
Task 6 (Public Outreach Process)	\$26,880.00
Task 7 (PROW Schedule and Incorporation into Transition Plan)	\$4,000.00
Task 8 (Website ADA Compliance Assistance)	\$45,000.00

Task 9 (Allowance for Public Outreach and Training)	\$10,000.00
Sub-total Basic Services	\$314,190.00
Reimbursable Expenses	\$0
Total Basic Services and Reimbursable expenses	\$314,190.00
Phase 1 Additional Services (Not to Exceed)	\$14,993.00
Phase 2 Additional Services (Not to Exceed)	\$7,838.00
Maximum Total Compensation	\$337,021.00

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

EXHIBIT "C-2"
HOURLY RATE SCHEDULE, AMENDMENT NO. 4 (ADDED)

1. Project Managers	\$200.00 per hour
2. Field Investigators	\$130.00 per hour
3. GIS Analyst	\$160.00 per hour
4. Technical Staff	\$80.00 per hour