



STAFF REPORT

SAUSALITO CITY COUNCIL

AGENDA TITLE:

American's with Disabilities Act Transition Plan – Status Report

RECOMMENDED MOTION:

Accept Report, Authorize staff to amend agreement to complete work

SUMMARY

In July of 2006 the City hired Sally Swanson Architects to update to the City's 1994 Americans with Disabilities Act Transition Plan.

A survey of City facilities was performed and an assessment of City programs was started. The programs assessment effort has encountered challenges and as a result the plan remains uncompleted. The approach used to evaluate City programs relied on self assessment using survey forms. This approach has not worked out. Staff requested a cost proposal to modify the programs assessment approach relying on interviews instead of surveys. Staff believes that this changed approach will provide the consultant previously undocumented information on the City's accommodation effort. The change is expected to result in the education of key staff members on what ADA requirements could be. The collected information will enable the preparation of recommendations to improve and enhance accommodation efforts. The collected information will allow the Transition Plan to be prepared for public consideration an possible adoption.

Staff recommends that the Council approve a change order amending our agreement with Sally Swanson Architects in order to allow completion of the Transition Plan.

BACKGROUND

The Americans with Disabilities Act (ADA) was adopted in the early 1990's to prevent discrimination as a result of barriers to disabled persons. ADA requires Cities to make reasonable accommodation to eliminate barriers. Developing and maintaining a transition plan is a first step to assure compliance.

In 1993 the City did an assessment of City Buildings and Parks to identify barriers that can be eliminated. The City also created some programs to improve communications for visually or audibly impaired persons. The 1993 review did not include the assessment of City Parking lots, Marinship Park, Signalized intersections, the public bathrooms, or the sidewalk facilities in the Downtown areas (both Bridgeway and Caledonia).

A claim was filed against the City with regard to accessibility in and around the Vina Del Mar Park. Efforts are underway to correct deficiencies. The Federal Highway Administration, assisting the Justice Department, did a review of the Sausalito's compliance efforts. While some deficiencies were found, no formal enforcement action has been taken. The claim and the FHWA review highlighted a fact that standards and interpretations regarding ADA compliance have changed.

The City hired Sally Swanson Architects of San Francisco to update the Transition Plan in July of 2006 for \$43,000. Phase 1 facility (buildings, parks, parking lots, downtown street areas) surveys were completed and a database was created. An effort was made to evaluate programs. The programs assessment effort has encountered challenges and as a result the plan remains uncompleted. When completed a Transition Plan document can be completed and then go through public review.

ISSUES

The approach used to evaluate City programs relied on self assessment using survey forms. These forms were distributed to City Department heads. This approach has not worked out. Despite efforts to respond, the survey forms could not be completed satisfactorily.

City staff met with the Consultant in May of 2007 to discuss getting the plan completed. The programs evaluation matter was discussed. The project budget had \$1,333.50 remaining. This amount is enough to compile a formal transition plan document and to hold two public hearings on the document. The original work plan did not involve a program evaluation involving staff interviews. That would generate additional costs. In an effort to keep within the agreed budget and work plan, the City Engineer, agreed to prepare a draft programs description. After verifying accuracy with department staff, the draft program description would be forwarded to the consultant for analysis and recommendations. The City Engineer has not been able to complete this task given other demands and staff vacancies.

In an effort to get this plan completed the City Engineer asked Sally Swanson Architects staff to prepare a cost estimate to complete the Programs component. The attached proposal is their response. They estimate \$10,000 to do the programs assessment, develop recommendations and to develop model accommodation policies.

It can be argued that Sally Swanson should be held to complete the work scope as agreed and complete the transition plan within the \$43,000 original budget. Given that the average cost of other ADA Transition Plan Update RFP respondents was about \$90,000, staff believes issuing a change order to complete the effort is warranted.

FISCAL IMPACT

The cost could total \$11,333.50. This amount is the unbilled budget from the 2006 agreement (\$1,333.50) and the cost of the change order proposal (\$10,000).

Staff discussed the matter with the finance committee. The Finance Committee recommended allocating funds from the Professional Services account in the General Fund.

Because of the time of the year, a purchase order requisition is not attached. If approved a purchase order requisition will be prepared as quickly as feasible in the month of July in Budget Year 2009.

STAFF RECOMMENDATIONS

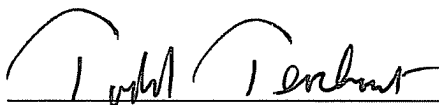
Accept the above status report. Adopt a motion:

1. Approving a change order with Sally Swanson Architects to complete the Sausalito ADA Transition Plan.
2. Approve use of General Fund to fund the change order.

ATTACHMENTS

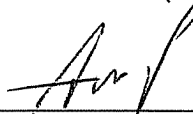
Agreement Addendum
Agreement

PREPARED BY:



Todd Teachout, City Engineer

REVIEWED BY (Department Head):



for Vacant, Director of Public Work

Reviewed by:

Mary Wagner
Mary Wagner, City Attorney

Reviewed by:

Louise Ho
Louise Ho, Director of Finance

SUBMITTED BY:

Adam W. Politzer
Adam W. Politzer
City Manager

This **FIRST AMENDMENT TO PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Amendment") is made and entered into this 24th day of June, 2008, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and **SALLY SWANSON ARCHITECTS, INC.** (hereinafter "Consultant").

RECITALS

The following Recitals are a substantive part of this Agreement:

A. City and Consultant entered into a Professional/Consulting Services Agreement dated as of July 25, 2006 (the "Agreement"). Pursuant to the Agreement, the Consultant provides the City with certain services related to compliance with the Americans with Disabilities Act and other disabled access requirements and regulations.

B. The City wishes to utilize Consultant to provide certain services towards developing model policies based on the findings of the City's self-evaluation of programs, activities and services in addition to the services currently being provided.

C. City and Consultant desire to enter into this Amendment to include the provision of such services.

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

Section 1. Scope of Work

Section 1 of the Agreement is hereby amended to provide that in addition to the services set forth in Exhibit A of the Agreement Consultant shall also provide City with the following services which shall be included in the definition of the "Work":

Developing model policies – e.g. accommodation request policy, training procedures, etc. based on the findings of the City's self-evaluation of programs, activities and services; and follow up interviews with the respondents to the self-evaluation questionnaire within each City department – ie Administration, Library, Community Development, Police, Fire, Public Works, Parks and Recreation

Section 2. Compensation.

Section 4 of the Agreement is amended to provide that in consideration of the additional Work to be performed by the Consultant as set forth in Section 1 of this Amendment Consultant shall be compensated in an amount not to exceed \$10,000 as follows:

Follow-up Interviews and Prepare Report of Recommendations:	\$6,900.00
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Develop model policies: \$3,1000.00
\$10,000.00

In addition, the hourly rates for additional services are modified as follows:

Principal \$225.00
Project Director \$ 75.00

Section 3. Effect on Agreement.

Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect. In the event of any inconsistency between the Agreement and this Amendment, the terms of this Amendment shall control.

Section 4. Entire Agreement; Conflicts.

This Amendment and the Agreement contain the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified herein, no prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Amendment and the Agreement shall not be modified or altered except in writing signed by both parties.

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

City of Sausalito

Consultant

By: Adam W. Politzer
Its: City Manager

By: _____
Its: _____

approved as to form:

Mary Anne Wagner
City Attorney

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SALLY SWANSON ARCHITECTS, INC.

Architecture, Planning, Accessible Design

490 Post Street, Suite 830
San Francisco, CA 94102
Phone: 415-445-3045
Fax: 415-445-3055
ssa@swanarch.com

May 23, 2008

Mr. Todd Teachout
City Engineer
City of Sausalito
420 Litho St
Sausalito CA 94965

(via email)

**Re: Addendum to Professional/Consulting Services Agreement – SSA No. 26006-02
City of Sausalito**

Dear Mr. Teachout:

As per your request, please find a standard agreement time and materials fee proposal for Access Compliance Consulting Services towards developing model policies based on the findings of the City's self-evaluation of programs, activities and services. This will also include follow-up interviews with the respondents within each City department.

SSA hourly billing rates in this agreement may be used for various additional services including, but not limited to access compliance plan review of construction documents, preliminary review of project scoping, committee meetings, other ADA technical assistance/consultation, etc.

Please review the proposal, wet sign and return page 2 to acknowledge receipt and acceptance to the terms herein. If you have any questions or concerns, I can be reached at 415-445-3045. We look forward to working with you.

Sincerely,

Sally Swanson, AIA
CEO, Sally Swanson Architects, Inc.

Enclosures

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SCOPE OF WORK DESCRIPTION

SSA agrees to provide professional access compliance services to the client – City of Sausalito. Scope of work includes developing model policies – e.g. accommodation request policy, training procedures, etc based on the findings of the City’s self-evaluation of programs, activities and services; and follow-up interviews with the respondents to the self-evaluation questionnaire within each City department – i.e. Administration, Library, Community Development, Police, Fire, Public Works, Parks and Recreation.

Fee for described Scope of Work:

Follow-up Interviews and Prepare Report of Recommendations:	\$ 6,900.00
Develop Model Policies:	\$ 3,100.00
Total Fee (including reimbursable expenses):	\$10,000.00

ADDITIONAL SERVICES

If requested, additional services will be billed on an hourly basis and include applicable reimbursables. The following rates are effective as of January 1, 2007. Sally Swanson Architects, Inc. reserves the right to adjust these hourly rates annually.

Hourly Billing Rates for Universal Design and Access Compliance Services:

- Principal \$225.00
- Project Director \$185.00
- Technical Staff \$75.00

Project travel expenses, reproduction costs and other reimbursable expenses are reimbursable at 115% of the actual amounts incurred. Separate hourly rate schedule for litigation assistance and expert witness services provided upon request.

MISCELLANEOUS PROVISIONS

The Client acknowledges that the requirements of the Americans with Disabilities Act (ADA) and other federal, state and local accessibility laws may be subject to various and possibly contradictory interpretations. SSA, therefore, will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state, and local laws as they apply to the project. SSA cannot and does not warrant or guarantee that the project will fully comply with interpretations of these requirements by regulatory bodies or court decisions.

Agreed and Accepted:

X _____

Name & Title of Authorized Signatory for:
City of Sausalito

_____ Date

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CITY OF SAUSALITO
PROFESSIONAL/CONSULTING SERVICES AGREEMENT

This PROFESSIONAL/CONSULTING SERVICES AGREEMENT, (this "Agreement") is made and entered into this 25th day of JULY, 2006, by and between the CITY OF SAUSALITO, a municipal corporation (hereinafter "City") and Sally Swanson Architects, Inc. (hereinafter "Consultant").

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

Section 1. Scope of Work

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

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

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

Section 3. Work Schedule.

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

Section 4. Compensation.

In consideration of the performance of the Work described in Section 1 pursuant to the schedule set forth in Section 3, Consultant shall be compensated at the rate set forth in Exhibit B which is attached hereto and incorporated herein as though set forth in full. Consultant shall not charge City for any administrative expenses or overhead, including without limitation, facsimile, mileage and other/or any other expenses incurred by Consultant in connection with Consultant's provision of the Work. Consultant acknowledges and agrees that the compensation to be paid to Consultant under this Section 4 represents the full amount due and owing to Consultant in connection with performance of the Work.

Section 5. Amendments.

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

Section 6. Independent Contractor - Subcontractors.

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

Section 7. Consultant's Responsibility.

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

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

Section 8. Hold Harmless and Indemnification.

Consultant shall indemnify, defend and save City, its officers, elected and appointed officials, employees, contractors and agents harmless from and against any and all liability, claims, suits, actions, damages and/or causes of action of any kind arising out of any bodily injury, personal injury, property damage or in violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of Consultant, or on account of the performance or character of the Work or otherwise related to its performance of this Agreement to the extent that any such liability, claims, suits, actions, damages and/or causes of action arises out of the intentional, negligent or willful misconduct of the Consultant.

Section 9. Insurance.

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

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

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

Section 10. Nondiscrimination.

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

Section 11. City Personnel Conflict of Interest.

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

Section 12. Consultant Conflict of Interest.

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

Section 13. Assignment.

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

Section 14. Ownership of Documents.

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

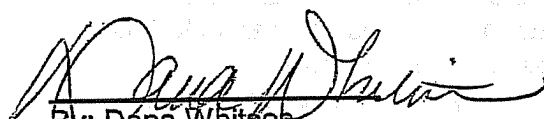
Section 15. Termination.

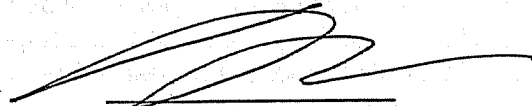
City may terminate this Agreement at any time without reason stated or required by giving written notice of the same and specifying the effective date thereof, at least seven calendar days before the effective date of such termination. If the Agreement is terminated by City as provided herein, Consultant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

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

City of Sausalito

Consultant


By: Dana Whitson
Its: City Manager


By: Sally Swanson
Its: Chief Executive Officer

approved as to form:

Mary Anne Wagner
City Attorney

EXHIBIT A

SCOPE OF WORK

The work shall consist of the following items:

- 1. Review of all project documents and drawings.
- 2. Preparation of a detailed schedule of work.
- 3. Coordination with all subcontractors and vendors.
- 4. Management of the construction process.
- 5. Reporting progress to the project manager.

The contractor shall be responsible for the following:

- 1. Obtaining all necessary permits.
- 2. Maintaining safety on the construction site.
- 3. Keeping the site clean and free of debris.
- 4. Providing access to the site at all times.
- 5. Protecting existing structures and utilities.

The contractor shall not be responsible for the following:

- 1. Design of the project.
- 2. Procurement of materials.
- 3. Payment of subcontractors.
- 4. Payment of vendors.
- 5. Payment of taxes and fees.

The contractor shall be responsible for the following:

- 1. Obtaining all necessary permits.
- 2. Maintaining safety on the construction site.
- 3. Keeping the site clean and free of debris.
- 4. Providing access to the site at all times.
- 5. Protecting existing structures and utilities.

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Exhibit A – Scope of Work

Summary

Sally Swanson Architects, Inc. (SSA) has developed the following methodology to assist the City of Sausalito's effort to come into compliance with the Americans with Disabilities Act and other various disabled access requirements and regulations.

SSA's approach to the project is to work with the City of Sausalito to identify and focus on facilities that have been determined as a top priority. The scope for the first phase of the Transition Plan has is based on this determination, as outlined in this proposal. This approach is scalable, based on the final determination of the budget by the City. This method will ensure the City meets higher priority accessibility needs within the initial phase of the project.

SSA proposed a phased approach to this project:

- **Task I:** Review and update the City's existing Self-Assessment Document
- **Task II:** Survey facilities not included in the original Self-Assessment Document to identify deviations to accessibility regulations
- **Task III:** Develop a Transition Plan for facilities assigned the highest priority based on the City's accessibility review document and discussions with City staff

Task I: Introduction & Self-Assessment

Kick-off Meeting – The kick-off for this project is tentatively scheduled for August 2006. SSA will conduct a kick-off meeting develop a work plan, clarify project elements, propose a survey schedule, and review the process and format of the facilities assessment review and Transition Plan document.

SSA will record and distribute minutes of meeting to secure project-wide understanding and accord of any and all decisions taken at the kick-off meeting.

City Input – Site/floor plans of new facilities that are to be included in update

SSA Deliverable – Confirm work plan

Self-Assessment Document – SSA will review the City's existing self-assessment document. Based on the review, SSA will:

- Recommend policy changes,
- Recommend response procedures and resource allocation to accommodation requests
- Review and update postings, notices, etc.

Once the review is complete, SSA will identify deficiencies and recommend updates to the City's self-assessment document.

City Input – Provide SSA with information about existing programs and policies

SSA Deliverable – Updated draft self-assessment with recommendations for improved compliance with accessibility regulation, including model policies, procedural updates and recommended resource allocations for accommodation requests.

Task II: Accessibility Review of Facilities

Review - SSA will review facilities that were not included in the City's existing self-assessment document completed in 1993. As outlined in the RFP, these include:

- Marinship Park
- Parking Lot No. 1 entrance at Anchor & Humboldt
- Parking Lot No. 2 entrance at Bay and Humboldt
- Parking Lot No. 3 entrance at Bay and Humboldt
- Parking Lot No. 4 entrance at Johnson & Humboldt
- Parking Lot No. 5 entrance at Bridgeway & Locust
- Bridgeway Public Bathroom
- Traffic Signals
- Pedestrian Access Routes linking public transportation stops to City facilities

This evaluation will be conducted using the Accessibility Survey Checklist that SSA developed for the State of California's Real Estate Services Division (RESA).

The surveys will be conducted in an unobtrusive manner. Assessments will be in accordance with current standards; Title II of the ADA; the Americans with Disabilities Act Standards, and the Access Board's revised draft guidelines for Accessible Public Rights-of-Way.

City Input – Survey information (checklists) of facilities included in original plan

SSA Deliverable – Completed accessibility survey checklist for each of these facilities

Task III: Transition Plan Update

Data Compilation

The information gathered in the City's existing accessibility review and the information gathered in the new review of facilities will include:

1. Record the specific location of the barrier
2. Measure and record all associated deficiencies
3. Document all dimensions and conditions needed to develop proposed solutions, equivalent facilitation program modifications

Facilities Priority List – Based on this data, SSA will develop a facilities priority list in conjunction with City staff. This will help identify facilities that are to be included in the first phase of the Transition Plan.

Tentatively, the scope of the first phase of the Transition Plan includes the following City facilities:

FACILITY NAME	SQUARE FT.	PRIORITY RANK
Downtown Restrooms	250	1 - Phase 1
City Hall	38,133	2 - Phase 1
Bridgeway Restrooms (at Horizons)	250	3 - Phase 1
PW Office	4,398	4 - Phase 1
Restroom (Cloudview Pk)	94	5 - Phase 1
Parkhouse (Cloudview Pk)	396	6 - Phase 1
MLK Bldg No. 6 (Gym/Rec off)	16,250	7 - Phase 1
MLK Bldg No. 7(Archives)	12,122	8 - Phase 1
MLK Bldg No. 2	1,520	9 - Phase 1
TOTAL - PHASE 1 (included in this scope)	73,413	
MLK Bldg No. 3	11,262	Future Phase
MLK Bldg No. 4	10,084	Future Phase
MLK Bldg No. 5	10,084	Future Phase
MLK Bldg No. 1	5,472	Future Phase
Gazebo (Napa/Bridgeway)	270	Future Phase
Gene Hillier (729 Bridgeway)	6,941	Future Phase
PW Garage	1,040	Future Phase
Fire House No. 2	3,254	Future Phase
Radio Sausalito	8,778	Future Phase
Fire House No. 1	9,513	Future Phase
PW Storage Shed	1,125	Future Phase
Ticket Booth No. 1	105	Future Phase
CM Home	2,000	Future Phase
TOTAL - FUTURE PHASE (NOT included in this scope)	69,928	
TOTAL	143,341	

Review Facilities Assessments – SSA will review accessibility checks lists, notes, barrier-location site/floor plans, survey route-maps, and survey summaries. included in original self-assessment.

Note: if deemed necessary, in discussion with City staff, some facilities originally reviewed in 1993, as identified in the RFP, may require new assessments, at an additional cost.

Database Development – This facility information or data will be entered into SSA's Accessibility Planning "AP" Database. The AP database is a relational program that assembles, organizes and maintains field survey data. The database is a multi-functional tool, which stores the information gathered in the field surveys; maintains records of as-built conditions (actual measurements) and code requirements (required measurements).

The format will allow sorting of recorded information by location, type, severity, category, official responsible, cost of identified barriers, etc.

Method of Conformance – Once the data is entered, SSA will prepare a mitigation method, review the draft report and give input, and prepare key plans for facility site/floors, assuming all site/floor plans are provided by the City.

Cost Estimate – The cost estimate is to be realized in-house by analyzing and reviewing data in the original facilities assessment and the data collected in the field.

Classification of Barriers – SSA will classify barriers into two categories, those that may be mitigated in-house by the City and those that will be contracted out.

Public Outreach Meeting – The City will solicit input from interested person by inviting the public to submit comments and participate in the development of the Transition Plan. Allowing the public to comment upon the Plan is mandated in Title II and is vital to the success of the project. Per 28 CFR Pt 35, "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"

To this end, the City would need to solicit input from interested parties, by announcing the development of the Transition Plan. The City of Sausalito may invite interested parties to attend the public meeting and comment upon the Plan. SSA will attend the meeting to field technical questions on behalf of the City.

City Input – Meeting noticing

SSA Deliverable – Prepare handout masters/presentation document. Statement summarizing public input/revision recommendation and summary of Transition Plan revisions that were made in response to public input.

Assign Severities – SSA will review findings and assign a severity to a particular barrier in Phase I facilities as it relates to overall facility and programmatic access, as well as its impact upon persons with disabilities.

Prioritization of Barriers – SSA will work closely with the appropriate City staff to identify key items found in the survey and obtain additional information to determine a final level of prioritization.

SSA will develop a draft prioritization model, based on the severity of the barriers identified, frequency of use; nature of programs offered, type and location of facility.

Integrate Annual Budget and Schedule for Barrier Removal - Based on proposed budgets assigned for in-house and contracted barrier removal work, SSA will prepare a schedule for barrier removal projects to be undertaken annually, to assist the City plan for future needs.

City Input – Finalize annual barrier-mitigation budget and site prioritization

SSA Deliverables – Draft prioritization criteria and Transition Plan report

Prepare Final Document – Based on the findings, meetings and review, SSA will prepare a Transition Plan document, to be reviewed by the City.

The document should be maintained by the official designated as responsible for the implementation of the Transition Plan. The final document is a working document to be modified as barriers are removed or alterations are made.

City Input – Noticing and Council report preparation

SSA Input – Prepare/transmit final Transition Plan document, transmit assessment database files, transmit project lists (City maintenance/CIP) and transmit plan document/graphics files

EXHIBIT B

Project Costs



Exhibit B:
Terms of
Compensation

Compensation

Consultant shall be paid in U.S. Dollars, based on the fee schedule included herein. The fees included in the base portion of this schedule, for a total amount of \$43,000.00, does include all reimbursable expenses that may be incurred by Consultant as necessary to provide the services defined in Exhibit A.

Payment Terms

Consultant shall be paid upon a percentage of completion of each phase of service described in Exhibit A. Services for each phase shall be considered complete upon receipt of deliverables by the City, where appropriate, or upon completion of services described in Exhibit A of this Agreement.

City agrees to pay undisputed amounts. City will bring disputed amounts to Consultant's attention in writing, along with an explanation of the reasons for such dispute, within twenty days of the invoice date.

Amounts not reasonably disputed which remain unpaid more than thirty days from the invoice date shall bear interest at the rate of one percent (1.5%) per month until paid.

ACTIVITY	PERSON	HRS	RATE	FEE	TOTAL
0. MANAGEMENT AND COORDINATION					
Management	Principal	2.0	\$185.00	\$370.00	
Management/Coordination	Director	8.0	\$160.00	\$1,280.00	
Coordination of Transition Plan Update	Project Manager	24.0	\$150.00	\$3,600.00	
0: TOTAL					\$5,250.00
1. INTRODUCTION & REVIEW OF EXISTING SELF-ASSESSMENT DOCUMENT					
1.1 INITIAL MEETING WITH THE REPRESENTATIVES OF THE CITY OF SAUSALITO					
Kick-off Meeting to Confirm Work Plan, Clarify Project Elements, Approve Survey Schedule, Review Process and Format of Facilities Update Report and Transition Plan.	Director	2.0	\$160.00	\$320.00	
Kick-off Meeting	Project Manager	2.0	\$150.00	\$300.00	
1.1: TOTAL					\$620.00
1.2 REVIEW, UPDATE AND RECOMMENDATIONS					
Review Existing Self-Assessment Document	Director	4.0	\$160.00	\$640.00	
Review Existing Self-Assessment Document	Project Manager	8.0	\$150.00	\$1,200.00	
Update Identified Deficiencies to Include: - Summarize Policy Change Recommendations - Recommend Response-procedures and Resource Allocation to Accommodation Requests - Review and Update Postings, Notices, etc.	Project Manager	24.0	\$150.00	\$3,600.00	
Recommend Model Policies, Procedural Updates & Resource Allocation for Accommodation Requests	Director	16.0	\$160.00	\$2,560.00	
1.2: TOTAL					\$8,000.00
1: TOTAL					\$8,620.00
TOTAL: INTRODUCTION AND REVIEW OF SELF-ASSESSMENT DOCUMENT					\$13,870.00
TOTAL FOR THIS PAGE					\$13,870.00

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ACTIVITY	PERSON	HRS	RATE	FEE	TOTAL
TOTAL PREVIOUS PAGE					\$13,870.00
2. ACCESSIBILITY REVIEW OF CITY FACILITIES NOT INCLUDED IN EXISTING SELF-ASSESSMENT					
2.1 SURVEY - MARINSHIP PARK					
Preparation for Survey	Surveyor	4.0	\$90.00	\$360.00	
Accessibility Checklist of non-compliant items	Project Manager	8.0	\$150.00	\$1,200.00	
Accessibility Checklist of non-compliant items	Surveyor	8.0	\$90.00	\$720.00	
Prepare Key Plans field work	Surveyor	2.0	\$90.00	\$180.00	
2.1: TOTAL					\$2,460.00
2.2 SURVEY - PARKING LOTS (5 NOS.)					
Preparation for Survey	Surveyor	4.0	\$90.00	\$360.00	
Accessibility Checklist of non-compliant items	Project Manager	16.0	\$150.00	\$2,400.00	
Accessibility Checklist of non-compliant items	Surveyor	16.0	\$90.00	\$1,440.00	
2.2: TOTAL					\$4,200.00
2.3 SURVEY - BRIDGEWAY PUBLIC BATHROOM					
Preparation for Survey	Surveyor	4.0	\$90.00	\$360.00	
Accessibility Checklist of non-compliant items	Project Manager	8.0	\$150.00	\$1,200.00	
Accessibility Checklist of non-compliant items	Surveyor	8.0	\$90.00	\$720.00	
Prepare Key Plans field work	Surveyor	4.0	\$90.00	\$360.00	
2.3: TOTAL					\$2,640.00
2.4 SURVEY - PEDESTRIAN ACCESS ROUTES AND PEDESTRIAN SIGNALS (APPROX. 6 MI)					
Preparation for Survey	Surveyor	4.0	\$90.00	\$360.00	
Survey Sheet for non-compliant items	Surveyor	48.0	\$90.00	\$4,320.00	
2.4: TOTAL					\$4,680.00
2: TOTAL					\$13,980.00
TOTAL: FACILITIES ACCESSIBILITY REVIEW CHECKLIST					\$13,980.00
TOTAL INCLUDING PREVIOUS PAGES					\$27,850.00

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ACTIVITY	PERSON	HRS	RATE	FEE	TOTAL
TOTAL PREVIOUS PAGE					\$27,850.00
3. DATA COMPILATION FOR FACILITIES INCLUDED IN PHASE I OF TRANSITION PLAN					
3.1 DATA ANALYSIS					
Develop Facilities Priority List in Conjunction with City Staff and Identify the Facilities (upto 75,000sqft) to be Included in First Phase of Transition Plan	Director	4.0	\$160.00	\$640.00	
Review Facilities Assessments (accessibility checklists, notes, barrier-location site/floor plans, survey route-maps, survey summaries, etc) included in original self-assessment.** <i>(** as and if deemed necessary, in discussion with City staff, some facilities identified for phase I may require new assessments, at an additional cost)</i>	Project Manager	8.0	\$150.00	\$1,200.00	
3.1: TOTAL					\$1,840.00
3.2 DATABASE DEVELOPMENT					
Data Entry	Technical	24.0	\$75.00	\$1,800.00	
3.2: TOTAL					\$1,800.00
3: TOTAL					\$3,640.00
4. RESULTS					
4.1 PUBLIC OUTREACH MEETING					
Attend Public Outreach Meeting to Solicit Input and Participation from the Community in the Development of the City's Transition Plan	Director	4.0	\$160.00	\$640.00	
Attend Public Outreach Meeting	Project Manager	4.0	\$150.00	\$600.00	
4.1: TOTAL					\$1,240.00
4: TOTAL					\$1,240.00
TOTAL INCLUDING PREVIOUS PAGES					\$32,730.00

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ACTIVITY	PERSON	HRS	RATE	FEE	TOTAL
TOTAL PREVIOUS PAGES					\$32,730.00
5. IMPLEMENTATION OF TRANSITION PLAN					
5.1 PREPARE REPORT OF RECOMMENDED METHOD OF CONFORMANCE					
Prepare Report/Mitigation Method	Surveyor	4.0	\$90.00	\$360.00	
Review Draft Report and Give Input	Project Manager	2.0	\$150.00	\$300.00	
Prepare Key Plans for Facility Site/Floors*	Surveyor	8.0	\$90.00	\$720.00	
Quality Control	Project Manager	1.0	\$150.00	\$150.00	
Index and Formats	Technical	1.0	\$75.00	\$75.00	
5.1: TOTAL					\$1,605.00
5.2 PREPARE PROBABLE CONSTRUCTION COST ESTIMATE					
Review Cost Estimate	Director	1.0	\$160.00	\$160.00	
Prepare and Review Report	Project Manager	1.0	\$150.00	\$150.00	
Prepare Cost Estimate	Project Manager	4.0	\$150.00	\$600.00	
Cost Estimate/Non-typical's	Project Manager	2.0	\$150.00	\$300.00	
Summary of Barrier-removal Cost Estimate	Technical	1.0	\$75.00	\$75.00	
Data Entry Revisions	Technical	4.0	\$75.00	\$300.00	
5.2: TOTAL					\$1,585.00
5.3. ASSIGN SEVERITIES AND PRIORITIES					
Review Findings	Director	1.0	\$160.00	\$160.00	
Review and Assign Severities	Project Manager	4.0	\$150.00	\$600.00	
Prioritize and Pre-schedule Barrier-removal	Project Manager	8.0	\$150.00	\$1,200.00	
Data Input for Reports	Technical	24.0	\$75.00	\$1,800.00	
5.3: TOTAL					\$3,760.00
5.4. SCHEDULE BARRIER REMOVAL					
Integrate Annual Budget for Barrier-removal	Project Manager	4.0	\$150.00	\$600.00	
Prepare Schedule for Barrier-removal	Project Manager	8.0	\$150.00	\$1,200.00	
Prepare Project List Classifying Barriers to be Mitigated In-house by Designated City Staff	Project Manager	4.0	\$150.00	\$600.00	
Final Review	Director	2.0	\$160.00	\$320.00	
Prepare and Submit Transition Plan	Technical	8.0	\$75.00	\$600.00	
5.4: TOTAL					\$3,320.00
5: TOTAL					\$10,270.00
TOTAL: ADA TRANSITION PLAN (PHASE I)					\$15,150.00
GRAND TOTAL FOR BASIC SERVICES					\$43,000.00

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SUMMARY

A) INTRODUCTION AND REVIEW OF SELF-ASSESSMENT DOCUMENT (Task I)	\$ 13,870.00
B) FACILITIES ACCESSIBILITY REVIEW CHECKLIST (Task II)	\$ 13,980.00
C) ADA TRANSITION PLAN (PHASE I) (Task III)	<u>\$ 15,150.00</u>
 GRAND TOTAL	 \$ 43,000.00

Additional Services -

Additional facilities may be added to Phase I scope of Transition Plan and fee proposal based on square footage.

Additional meetings not included in the scope and fee proposal
 Hourly rates for additional services:

Principal		\$185.00
Director		\$160.00
Project Manager		\$150.00
Surveyor		\$90.00
Technical Staff		\$75.00

Reimbursable expenses incurred are included in the above total.