

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
MOORE IACOFANO GOLTSMAN, INCORPORATED**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Moore Iacofano Goltsman, Incorporated, a California corporation, (Consultant). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. City desires to secure the design professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. "Design professional" includes licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors;
- C. Consultant represents that it, and its subconsultants, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- D. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

## **2. TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on December 5, 2018 and terminate at completion of services described in Exhibit A.

## **3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

- A. All reports, costs estimates, plans and other documentation which may be submitted or furnished by Consultant shall be approved and signed by an appropriate qualified licensed professional in the State of California.
- B. The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the design professional responsible for their preparation.

## **4. WARRANTY**

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

## **5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE**

Consultant represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Consultant's representations regarding its skills and knowledge. Consultant shall perform such Services and duties in conformance to and consistent with the

professional standards of a specialist in the same discipline in the State of California.

## **6. COMPENSATION AND PAYMENT**

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is Four Hundred Eighty Nine Thousand Four Hundred Seventy One dollars (\$489,471), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

## **7. TERMINATION**

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.
- B. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

## **8. ASSIGNMENT AND SUBCONTRACTING**

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subconsultant without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultant, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

**9. NO THIRD PARTY BENEFICIARY**

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

**10. INDEPENDENT CONSULTANT**

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent consultants and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

**11. CONFIDENTIALITY OF MATERIAL**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or becomes generally known to the related industry shall be deemed confidential.

**12. OWNERSHIP OF MATERIAL**

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Consultant may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Consultant shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

**13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall bear the



cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

#### **14. HOLD HARMLESS/INDEMNIFICATION**

- A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, to the extent arising out of, pertaining to, or related to the negligence, recklessness, or willful misconduct of the Consultant, its employees, subconsultants, or agents in the performance, or non-performance, of Services under this Agreement.
- B. To the extent permitted by law, Consultant agrees to protect, defend, indemnify, and hold harmless City, its City Council, commissions, officers, employees, volunteers and agents from and against any employment-related claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such employment-related claim or other action, and whether sounding in law, contract, tort, or equity, brought by employees, contractors, subcontractors or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought, and shall expressly include passive or active negligence by City. However, the obligation to indemnify set forth in this paragraph shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

#### **15. INSURANCE REQUIREMENTS**

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

## **16. WAIVER**

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

## **17. NOTICES**

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara  
Attention: Public Works Department  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [engineering@santaclaraca.gov](mailto:engineering@santaclaraca.gov), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Consultant addressed as follows:

Moore Iacofano Goltsman, Inc.  
800 Hearst Avenue  
Berkeley, CA 94710  
and by e-mail at [lkelly@migcom.com](mailto:lkelly@migcom.com) (Laurel Kelly)

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

## **18. COMPLIANCE WITH LAWS**

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

**19. CONFLICTS OF INTEREST**

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

**20. FAIR EMPLOYMENT**

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

**21. NO USE OF CITY NAME OR EMBLEM**

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

**22. GOVERNING LAW AND VENUE**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

**23. SEVERABILITY CLAUSE**

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

**24. AMENDMENTS**

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

## 25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form: \_\_\_\_\_

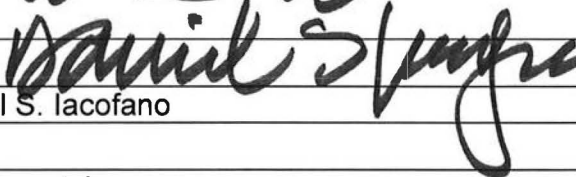
Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**MOORE IACOFANO GOLTSMAN, INCORPORATED**  
a California corporation

11.12.18  


Dated: \_\_\_\_\_  
By (Signature): \_\_\_\_\_  
Name: Daniel S. Iacofano  
Title: CEO  
Principal Place of Business Address: 800 Hearst Avenue  
Berkeley, CA 94710  
Email Address: danieli@migcom.com  
Telephone: (510) 845-7549  
Fax: ( ) \_\_\_\_\_

"CONSULTANT"

## **EXHIBIT A SCOPE OF SERVICES**

### **I. GENERAL**

The City of Santa Clara (CITY) desires to engage a qualified firm (CONSULTANT) for the services as described in this Scope of Services.

This Scope of Services is based upon CONSULTANT's proposal dated June 13, 2018, and subsequent discussions between CITY and CONSULTANT that amended the CONSULTANT's proposal in order to meet the project objective as mutually agreed by CITY and CONSULTANT. This scope of services shall be regarded as an amendment to the CONSULTANT's proposal dated June 13, 2018.

This Scope of Services is anticipated as necessary to meet CITY's objective of performing a comprehensive Americans with Disabilities Act (ADA) Self Evaluation and Transition Plan (PROJECT) to continue the City's ongoing efforts to comply with the various accessibility requirements under the ADA and the California Building Code (CBC). CONSULTANT and CITY agree that this Scope of Services incorporates CONSULTANT'S professional qualifications and experience and will meet the CITY's objective.

The Scope of Services generally includes project management, public outreach and meetings, a self-evaluation of policies and programs, physical barrier evaluations and reports, an ADA Self-Evaluation and Transition Plan report, and City staff training.

CONSULTANT shall be expected to provide complete, professional, high-quality services and products; to provide consultation and work with CITY personnel and others who are involved with the work; and to provide the expertise, guidance, advice, and assistance in accomplishing the work.

#### **Project Team**

CONSULTANT shall provide the services described herein through a project team, comprised of CONSULTANT and subconsultants as identified as follows:

- IDAX                      Public Right of Way Data Collection

Any changes to the project team through the course of the services shall be approved in writing by CITY.

#### **Project Schedule**

Consultant shall perform its services according to the Project Schedule which is attached to this Exhibit A Scope of Services and incorporated by this reference, except as mutually agreed by the Parties. In the event the schedule is so modified,

Consultant shall prepare and submit a revised project schedule pursuant to Task 1, Project Management, of this Scope of Services.

## **II. BACKGROUND**

CITY completed an Americans with Disabilities Act Public Services Self-Evaluation / Transition Plan in 1993 as required by the Americans with Disabilities Act of 1990. Since the creation of the plan, changes have been made to the Americans with Disabilities Act Title II Regulations and ADA Standards for Accessible Design, and the City has acquired and disposed of facilities, performed capital improvement projects, modified organizational structures, and has different programs, services, and activities that are accessible to the public that may differ from the original Self-Evaluation / Transition Plan. Thus, CITY desires to perform an updated Self-Evaluation and Transition Plan to help ensure City programs, services, activities, buildings, and the public rights-of-way are accessible to the public under current ADA requirements.

While this PROJECT is considered an update of the Public Services Self-Evaluation / Transition Plan prepared in 1993, the PROJECT shall prepare completely new work and documentation and not update the previous plan.

The existing facility inventory includes following:

- approximately 35 to 40 buildings with public access (and associated parking lots),
- 2 parking garage structures,
- 40 to 50 parks including building facilities at the parks and associated parking lots,
- 2 cemeteries,
- sidewalk adjacent to 250 centerline miles of streets
- 4,400 curb ramp locations (3,100 existing ramp and 1,300 missing ramp locations),
- 152 traffic signals, and
- 9 centerline miles of off-street bicycle and pedestrian trail.

The detailed inventory for the aforementioned facilities is available separately and incorporated herein to this Scope of Services by reference. The City retains the right to add to, or subtract from, this facilities list during the course of the PROJECT. Note: there are additional CITY facilities that are not open for public access such as sewer and water wells, pumps and tanks, storm drain pump stations, electric substations and control buildings, various corporation and materials yards, and employee work sites and offices. It is anticipated that these CITY facilities that are not open for public access will be excluded from the PROJECT unless it is determined and agreed by CITY and CONSULTANT through the course of the Services that these facilities are required to be covered by the PROJECT. CONSULTANT shall advise CITY whether or not, based on

CONSULTANT'S experience and judgment, the above-referenced facilities, and/or other City-owned or leased facilities that are currently excluded from the facilities list for this PROJECT, need to be included in the PROJECT.

The following documents have been referenced in the Request for Proposal and are incorporated herein by reference:

- Attachment F – Facility List (Facilities with Public Access)\*
- Attachment G – Facility Map (Facilities with Public Access)
- Attachment H – Curb Ramp Map
- Attachment I – Sidewalk Map
- Attachment J – Traffic Signal List (Attachment J1) and Map (Attachment J2)
- Attachment K – Trail Map

\*Note: the areas (i.e. SQFT or Acres) and year built identified in the Facility List are initial and approximate. Furthermore, the areas identified in the Facility List assume the entire facility and do not segregate between areas open to public access versus areas not open to the public; such areas will be identified through the course of the Services. Therefore, it is expected that the actual areas of the facilities to be included in the Physical Barriers Evaluations and Reports Task may vary from the areas initially identified on the Facility List.

### **III. BASIC SCOPE OF SERVICES**

The Basic Scope of Services includes all professional services required to perform an ADA Self-Evaluation and Transition Plan.

#### **1. TASK 1: PROJECT MANAGEMENT**

CONSULTANT shall:

- 1.1 Manage its team and overall project activities consistent with the direction from CITY in order to meet the project schedule and budget.
- 1.2 Coordinate with CITY, CONSULTANT staff, other consultants, other government agencies, and other affected parties as required throughout the duration of the project.
- 1.3 Prepare, monitor, and update progress schedule beginning at the kickoff meeting and ending at CITY's acceptance of the final report for the project. Schedule shall indicate significant milestones and the critical path for the project. CONSULTANT shall notify CITY if there are delays in any phase or Task of the project. In such cases, CONSULTANT shall make up the schedule in subsequent Tasks of the project or provide information to CITY substantiating a time extension. The schedule shall be maintained and kept updated at all times and shall be updated each time



progress and milestones are changed. In addition, the progress schedule shall be updated no less frequently than after each Task is complete.

- 1.4 Meetings: Meetings shall be budgeted for and invoiced under each respective Task or activity requiring a meeting and not as project management. Preparation for meetings shall be considered as included in the Task or activity for which the meeting is involved. A kick-off meeting shall be conducted with designated CITY staff prior to beginning work to review anticipated Tasks and schedule, review available information and needs, and address any outstanding questions regarding the project moving forward raised by CITY or CONSULTANT. During the course of Services while there is active work on the PROJECT, CONSULTANT shall schedule and attend brief bi-weekly (every other week) conference calls with CITY. The purpose of the bi-weekly conference calls will be to keep CITY apprised on the PROJECT's progress and address any issues that may arise during the course of Services.
- 1.5 Provide monthly progress reports.
- 1.6 Stakeholder Coordination: CONSULTANT shall coordinate with project stakeholders as needed to inform each stakeholder of the project work and incorporate any necessary accommodations into the project. A separate Task for public outreach and meetings is included elsewhere in this Scope of Services to coordinate with known stakeholders such as the public, the City's Americans with Disabilities Act (ADA) Committee, and the City Council. Coordination with these stakeholders shall be budgeted and invoiced under the separate Public Outreach and Meetings Task.
- 1.7 Conduct QC reviews in accordance with its QA Program guidelines. CONSULTANT shall provide a copy of its QA Program guidelines and shall provide a QC report at the end of each Task.
- 1.8 Invoicing: CONSULTANT administrative staff time spent preparing invoices for Services complete shall be considered as included in the overhead of the CONSULTANT's basic hourly rates and shall not be billed.

Deliverables:

1. Progress schedules (submitted electronically as an 11" x 17" pdf file and in Excel format).
2. QA Program guidelines and QC reports for each Task (submitted electronically in PDF format).
3. Monthly progress reports (submitted electronically in PDF format).

## **2. TASK 2: PUBLIC OUTREACH AND MEETINGS**

CONSULTANT shall facilitate public workshops and meetings to advise the public, government bodies, and elected officials of the PROJECT and provide the opportunity for interested persons, individuals with disabilities, or organizations representing persons with disabilities to participate in the ADA Self-Evaluation and Transition Plan. CONSULTANT shall be responsible for providing an electronic copy of meeting announcements, preparation of meeting materials, attending the meeting, and providing follow-up responses and information for items raised at the meeting. Meeting materials shall include PowerPoint presentations, poster boards or other graphics, and handouts as required to support the purpose of the meeting. CITY will be responsible for distribution of meeting announcements prepared by CONSULTANT to the public via CITY's multiple public communications platforms. CONSULTANT shall provide meeting announcements and meeting materials at least 2 weeks prior to the scheduled meeting date.

It is anticipated that the City's Americans with Disabilities Act (ADA) committee will desire regular updates on the PROJECT status at each committee meeting, which normally occur every 3 months. CITY staff will provide the regular updates to the committee based upon information received from CONSULTANT, and CONSULTANT does not need to attend each committee meeting except for specific meetings identified below. Such information provided to CITY in advance of the ADA committee meeting shall be considered project management and considered as included under the Project Management Task. CONSULTANT will provide project announcement and update text for CITY web pages and for communication to the City's ADA Committee throughout the duration of the project.

Public outreach meetings include the following:

### **2.1. City Americans with Disabilities Act (ADA) Committee and Public Outreach Meeting No. 1**

This meeting shall occur towards the beginning of the PROJECT. The intent of this meeting is to announce the commencement of the PROJECT to the CITY's ADA Committee and the public, to advise, educate, and orient the Committee and the public on the process to be used for the Self-Evaluation and Transition Plan and the components to be complete under the PROJECT. The intent of this meeting is to advise the public of the PROJECT, and to provide the opportunity for the Committee and public to provide input on future work to be completed under the PROJECT. It is anticipated that the PROJECT will be presented as an agenda item on a regularly occurring ADA Committee Meeting (which occur every 3 months) to which interested members of the public with disabilities and organizations that provide services to people with disabilities will be invited. CONSULTANT will assist the CITY in identifying individuals and organizations to receive notification of the meeting. CITY will place this item on the Committee's agenda and CONSULTANT shall lead presentation of

the draft Self-Evaluation and Transition Plan to the Committee and the public and address items raised during the meeting.

**2.2. City Americans with Disabilities Act (ADA) Committee and Public Outreach Meeting No. 2**

This meeting shall occur after completion of the draft Self-Evaluation and Transition Plan report. The intent of the meeting is to present the draft report to the Committee and the public prior to it being finalized and recommended to City Council for adoption. It is anticipated that the PROJECT will be presented as an agenda item at a regularly occurring ADA Committee Meeting, with a formal presentation made by CONSULTANT followed by questions, answers, and public comment. CONSULTANT shall lead the meeting, including making the formal presentation and facilitating the Committee and public comment on the Transition Plan. CITY will place this item on the Committee's agenda, arrange the meeting location, and provide any necessary facility set-up. CONSULTANT shall lead presentation of the draft Plan to the Committee and the public and address items raised during the period allowed for public testimony.

**2.3. City Council No. 1**

CONSULTANT shall present the final ADA Self-Evaluation and Transition Plan report at a City Council Meeting. It is anticipated that the PROJECT will be presented as a public hearing item on a regularly scheduled City Council meeting. CONSULTANT shall make a formal presentation of the item to the Council and address items raised during the Council meeting.

Deliverables (required for each meeting):

1. Meeting announcement, meeting materials in electronic format for reproduction and distribution by the CITY, review of meeting minutes, and follow up responses and information for each meeting.

**3. TASK 3: SELF-EVALUATION – POLICIES AND PROGRAMS**

CONSULTANT shall conduct the CITY's ADA Self-Evaluation. The Self-Evaluation generally includes an assessment of the CITY's policies and practices to ensure government programs, services, and activities are accessible to people with disabilities.

**3.1. Review of Available Documents**

CONSULTANT shall review existing City documentation such as City Manager Directives (CMD), the municipal code, departmental and facility rules and regulations, and any other written policy documents provided by CITY or identified as relevant by CONSULTANT. CONSULTANT shall assist CITY in identifying the documents and materials needed for review that the CITY is to furnish, and request such documents and materials from CITY.

### **3.2. Orientation Meeting**

CONSULTANT shall meet with designated key CITY staff to orient staff with the Self-Evaluation process, including types of information that will be requested in staff questionnaires and how the information will be used for the Self-Evaluation. CONSULTANT shall assist CITY in identifying what staff/departments shall be considered as key staff to attend the meeting. CONSULTANT shall be fully responsible for running the orientation meeting, and CITY will provide a meeting location at City Hall.

### **3.3. Staff Questionnaire Development and Analysis**

CONSULTANT shall administer a staff questionnaire to evaluate the level of program accessibility within each CITY department. CONSULTANT shall be responsible to determine the format and contents of the questionnaire in order to conduct a complete and comprehensive Self-Evaluation, however, it is anticipated that the staff questionnaire will consider such information as eligibility requirements, participation requirements, and facilities used, staff training, transportation, communications, notifications, public meetings, use of contracted services, purchasing, maintenance of accessible features, and emergency procedures. CONSULTANT shall submit a draft of the questionnaire for CITY review, allow for comments, and then prepare final questionnaire documents. CONSULTANT shall be fully responsible for distributing and collecting the questionnaire and results; CITY will only provide administrative support on an as-needed basis upon request. CONSULTANT shall notify CITY if there is non-responsiveness or delays in receiving questionnaires from CITY staff. If needed CONSULTANT shall also confer with each staff member that completed the questionnaire to discuss their responses to the questionnaire.

### **3.4. Self-Evaluation Analysis and Draft Report**

CONSULTANT shall evaluate the information gathered under preceding Tasks to evaluate CITY's level of program accessibility and propose modifications to policies and practices as needed to comply with the various provisions of the ADA. Results of the evaluation shall be documented in a combined Self-Evaluation and Transition Plan report to be completed under a subsequent Task.

#### **Deliverables:**

1. Draft and Final staff questionnaire
2. Completed staff questionnaires

## **4. TASK 4: PHYSICAL BARRIER EVALUATIONS AND REPORTS**

CONSULTANT shall complete evaluations of existing CITY facilities, including buildings with public access, parking lots, parks and associated park buildings, and public rights-of-way including sidewalks, curb ramps, traffic signals, and trails, to identify any physical barriers from access.

#### **4.1. Inventory Review: Inventory Review: Public Buildings, Parks & Associated Parking Lots**

CONSULTANT shall review the inventory, previous studies and accessibility reports, and planned capital improvement projects that may modify existing facilities. CONSULTANT shall review the complete CITY inventory (which inventory contains additional properties and facilities not listed on the Facility List, Attachment F) to confirm which facilities provide public access and are required to be evaluated, and which facilities do not provide public access and are not required to be evaluated. CONSULTANT shall review each facility in detail to determine what areas of the facility are subject to public accommodation and are required to be evaluated, and which areas are not considered public accommodations and are not required to be evaluated. Where it becomes known that a facility may be modified under a programmed capital improvement project, CONSULTANT shall verify with CITY prior to performing evaluations if an evaluation of the facility involved is required.

CONSULTANT shall work cooperatively with CITY staff, including CITY's legal Counsel if appropriate, to determine if CITY owned facilities leased or used by other entities are required to be covered under the Physical Barrier Evaluations Task and the Transition Plan. This determination shall be made prior to performing assessments. Several facilities involve agreements with other entities. It is anticipated that CITY will review such agreements during the course of the services to determine responsibilities for ADA upgrades and CONSULTANT shall incorporate this information into the Transition Plan under the future Self-Evaluation and Transition Plan Report Task.

CITY discourages changes to the Scope of Services and Schedule of Fees after contract execution and expects that this project will be completed within the Scope and Fee established for the project. However, if the facility inventory substantially differs from the inventory established at the time of contract execution and less or more efforts are required than planned, changes to the Scope of Services and Fee Schedule shall be addressed by CITY and CONSULTANT prior to proceeding to subsequent Tasks. Changes to the Scope of Services and Fee Schedule will be addressed in writing by an Additional Services Authorization to either add or delete Scope and Fee based upon the findings of the inventory review.

Upon completion of the inventory review, CONSULTANT shall deliver a final facility inventory before beginning subsequent physical evaluations.

#### **Assumptions:**

- **Parking Lots/Structures:** The CITY will provide counts of the total number parking spaces at all City-owned parking lots and parking structures to be evaluated.

- Parks: The evaluation of the buildings at Agnews Historic Park is excluded from the Basic Scope of Services. If it is determined through the course of services that the evaluation of the buildings is necessary, the evaluation shall be considered as Additional Services.

#### **4.2. Facility Diagrams**

CONSULTANT shall prepare facility diagrams of each facility to be evaluated that includes all interior spaces (floor plan) and exterior spaces open to public access. The facility diagrams shall be based upon any combination of information as available including record drawings (if available) and interior/exterior evaluations as needed. The facility diagrams shall be schematic/diagrammatic and limited to identification of major building/site components. Facility diagrams will be used for subsequent Tasks.

#### **4.3. Physical Barriers Evaluations**

CONSULTANT shall conduct evaluations of all facilities on the inventory list to identify and locate all physical barriers to access in areas used by the public. CONSULTANT shall be responsible for determining and identifying the applicable accessibility standards and codes under which features will be measured, and confirm the standards and codes with CITY prior to performing the evaluations. Note: CONSULTANT shall collect necessary information during the physical evaluation to facilitate report preparation to be completed under a subsequent Task, such as dimensions and, when needed, digital color photographs.

##### **4.3.1. Public Buildings and Associated Parking Lots**

CONSULTANT shall determine specific features to be evaluated as required and as applicable under the accessibility standards and codes, however, common features typically include:

##### Buildings

- Path of Travel
- Curb Ramps
- Ramps
- Stairs
- Hazards (overhanging and protruding objects)
- Doors and Gates
- Signs
- Drinking Fountains
- Telephones
- Building Levels and Lifts
- Elevators
- Turnstiles
- Transaction Counters
- Corridors/ Aisles

- Toilet Rooms
- Bathing Facilities
- Locker Rooms
- Kitchens/Kitchenettes
- Eating Areas/Vending
- Auditoriums/Meeting Spaces

##### Parking Lots

- Parking Spaces/Access Aisles
- Passenger Loading Zones
- Curb Ramps
- Path of Travel
- Ramps
- Stairs



- Rooms
- Multiple User Restrooms
- Single User Restrooms
- Hazards (overhanging and protruding objects)
- Signs

**Assumptions:**

- Restrooms: Restrooms that cannot provide the required minimum space requirements without relocating permanent walls will be categorized as having a “fatal flaw” and no further documentation of non-compliant individual elements such as height of dispensers or coat hooks will be conducted.

**4.3.2. Parks and Associated Park Buildings and Parking Lots**

CONSULTANT shall determine specific features to be evaluated as required and as applicable under the accessibility standards and codes, however, common features typically include:

- Game and Sports Areas
- Grandstands/Bleachers
- Swimming Pools/Wading Pools/Spas
- Picnic Areas
- Toilet Rooms
- Site Furnishings
- Fixed Benches
- Storage Facilities for Mobility Devices
- Utilities in Recreation Areas
- Outdoor Rinsing Showers
- Outdoor Recreation Access Routes
- Play Equipment Areas

The parks evaluation shall include parks buildings and parking lots at each park location in accordance with the criteria outlined under the previous Public Buildings and Associated Parking Lots Task. However, for purposes of inventory and reporting, parks buildings and parking lots shall generally be considered and grouped along with the parks.

**4.3.3. Public Rights-of-Way**

CONSULTANT shall evaluate the following facilities in the public rights-of-way using a data collection methodology that decreases time in the field. The CONSULTANT’s level of effort required to perform the public right of way evaluation is dependent upon the level of detail for the data collection requested by CITY. The Fee established for these Tasks is based upon a rapid assessment methodology and the data collection assumptions specified herein.

Prior to performing work under this Task, CONSULTANT and CITY shall mutually develop and agree upon the level of detail for the data to be collected to ensure the data collection efforts remain within the Fee established for these Tasks.



#### **4.3.3.1. Inventory Review: Public Rights-of-Way**

Prior to conducting the facility evaluations in the public rights-of-way, CONSULTANT will meet with City staff responsible for sidewalks, curb ramps, traffic signals and intersections, pedestrian bridges, trails, and on-street accessible parking to identify the areas of highest priority for pedestrian improvement based on the ADA title II criteria. The meeting will discuss specific prioritization criteria for the CITY, which will inform the timeframe for the removal of barriers. This meeting will also discuss refinements to the process for evaluating the right-of-way. Following the meeting, the CONSULTANT, in coordination with CITY staff, will prepare and customize the procedures needed to conduct the evaluation of CITY sidewalks, curb ramps, traffic signals and intersections, pedestrian bridges, trails, and on-street accessible parking. The evaluation procedures will be based on the 2010 ADA Standards, 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Right-of-Way, and the 2014 California Manual on Uniform Traffic Control Devices. The PROW evaluation process will be scaled to be the most efficient with available CITY resources for completing the project.

The assumed inventory of facilities in the public right of way to be evaluated is detailed in the Fee Proposal by IDAX and is included as an attachment to Exhibit B Schedule of Fees. If the facility inventory in the public right-of-way substantially differs from the inventory established at the time of contract execution and less or more efforts are required than planned, changes to the Scope of Services and Fee Schedule shall be addressed by CITY and CONSULTANT prior to proceeding to subsequent Tasks. Changes to the Scope of Services and Fee Schedule will be addressed in writing by an Additional Services Authorization to either add or delete Scope and Fee based upon the findings of the inventory review.

#### **4.3.3.2. Sidewalks | Curb Ramps | Crosswalks**

##### ***Sidewalks***

The CITY's approximate sidewalk inventory is not quantified (i.e. as miles of existing sidewalk either installed or not installed). However, the street inventory is approximately 250 centerline miles, and sidewalks would typically be installed on each side of the street. The actual sidewalk inventory in the field may vary and will be verified through the course of the Services. CONSULTANT shall perform a sidewalk evaluation to identify locations of the following:

- Existing sidewalks: Locations that do not comply with accessibility standards (such as vertical or horizontal

displacements, excessive cross slopes, inadequate widths, and obstructions). Note: due to the quantity of individual driveway crossings, these are specifically excluded from the scope of the evaluations\*.

- Missing or incomplete sidewalks

\*Note: While a physical barrier evaluation and field inventory is not required for each individual driveway crossing, CONSULTANT shall generally discuss the issue of non-accessible driveways in the facility report and address how they will be made accessible in the Transition Plan (i.e. City Ordinance(s) for frontage improvements to be completed by property owner at the time of property development or modification). CONSULTANT shall work cooperatively with CITY to identify and review the suitability of existing Ordinance(s) or the need for updating or proposing new Ordinance(s).

#### Assumptions:

- CONSULTANT shall prepare a summary for each sidewalk segment evaluated, which will include the number of failed driveways, number of protruding objects, number of vertical and horizontal discontinuities, etc. per sidewalk segment rather than geolocating each distinct distress factor. IDAX will collect data on sidewalk hazards using a "summary" method if there are less than 5 categories of hazards with no associated attributes. However, this type of summary collection may not provide the level of detail desired for future planning purposes. An alternative approach is to drop a point for every hazard. IDAX can drop a point for every hazard if and only if there are no more than 6 categories of hazards with no more than 3 attribute choices for each (some hazards will have no associated attributes—i.e. a protruding object would not need any associated measurements). CITY and CONSULTANT shall work cooperatively to define the hazards and attributes to be collected and determine the collection method (summary method or geolocating every hazard) to ensure the evaluation efforts remain within the Fee established for this task.

#### **Curb Ramps**

CITY's curb ramp inventory is approximately 4,400 ramp locations. Of these locations, there are approximately 3,100 existing curb ramps and 1,300 missing curb ramps (i.e. no curb ramp where one is needed). The actual number of curb ramps in the field may vary and will be verified through the course of the Services. CONSULTANT shall perform a curb ramp evaluation to identify locations of missing

curb ramps, existing curb ramps that are compliant, and existing curb ramps that are non-compliant. Each existing curb ramp shall be evaluated using Caltrans series CEM-5773 ADA Compliance Inspection Report forms, or similar method of determining accessibility compliance through the measurement of relevant features such as curb ramp type, slopes, widths, and detectable warning surfacing. If it is apparent from an initial visual inspection that a curb ramp does not meet accessibility standards (e.g. no landing, obvious short/steep ramp slopes, etc.) it does not need to be measured in detail to determine that it does not meet standard. Curb ramps in the public rights-of-way shall be further annotated as serving a site or facility as a site arrival point, or serving as a street crossing. Curb ramp inspection data shall be collected in such a manner that it will be available for analysis, cataloging, and mapping under subsequent Tasks.

IDAX will collect all curb ramps with a rapid assessment methodology. With the rapid assessment methodology, field collectors will stop collecting data once a critical failure is found and documented. For example, if the width of the curb ramp fails ADA compliance standards, that failure will be noted, and no other measurements will be taken. For all curb ramps that pass, all critical measurements will be documented. For missing curb ramps, IDAX will drop a pin where that curb ramp should exist and there will be a field notation for "missing curb ramp." Based on several other ADA collections throughout the Bay Area, it is assumed that around half of the curb ramps will fail, which will speed up data collection to keep the estimated efforts within the Fee established for this Task.

CONSULTANT shall evaluate median crossings, "pork-chop" islands, and cut-throughs at islands at pedestrian crossing locations.

CONSULTANT shall measure the counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramps at each intersection consistent with the requirements of the Proposed Guidelines for Accessible Public Rights-of-Way (PROWAG) Sections 302.5 Grade and 302.6 Cross Slope.

#### **4.3.3.3. Traffic Signals and Intersections**

CITY's current inventory is approximately 152 traffic signals/signalized intersections/signalized street crossings. The inventory also includes pedestrian street crossings marked with Rectangular Rapid Flashing Beacons (RRFB), flashers, and High-Intensity Activated crosswalk beacons (HAWK). CONSULTANT shall perform a complete and detailed evaluation of each traffic signal at signalized intersections and marked pedestrian street crossings. The

evaluation shall assess and inventory compliance with the various accessibility standards, including but not limited to the following:

- Push button placement (horizontal placement and height)
- Accessible Pedestrian Signal (APS) equipment (a.k.a non-visual communication formats)
- Signs
- Pedestrian routes, including curb ramps, and landing/resting areas in relation to push buttons

CONSULTANT shall note that curb ramps are to be evaluated under the Curb Ramps Task. For purposes of inventory and reporting, curb ramps at traffic signals and intersections/street crossings shall generally be considered and grouped along with the larger curb ramp inventory, but appropriate cross referencing shall be made between the curb ramp and traffic signal evaluations. Prior to performing the Traffic Signal and Intersections evaluation, CONSULTANT shall coordinate with the CITY's Traffic Engineer to confirm specific traffic signal components to be evaluated for accessibility.

#### **4.3.3.4. Pedestrian Bridges**

CITY's current inventory of pedestrian bridge facilities in the public right-of-way is approximately 5 structures. There are additionally 2 pedestrian overcrossing structures in City Parks that shall be evaluated under the Parks and Associated Park Buildings and Parking Lots Task. CONSULTANT shall evaluate the pedestrian bridge facilities for accessibility and identify non-accessible features such as arrival point, path of travel, widths, grades, and railings.

#### **4.3.3.5. Trails**

CITY's current inventory of off-street (Class 1) pedestrian/bicycle trails is approximately 9 centerline miles. CONSULTANT shall perform a complete and detailed evaluation of the trails to identify non-accessible features, including access to the trail (arrival points), trail grades, pavement offsets, interpretive and instructional signs, and evaluation of miscellaneous trail amenities at various locations such as at overlooks and trail heads.

#### **4.3.3.6. On-Street Accessible Parking**

CITY's inventory of on-street accessible parking is approximately 320 spaces. Many of the spaces are installed in residential areas in front of homes through a citizen-request program managed by the CITY's Traffic Engineering Division. CONSULTANT shall evaluate the existing designated spaces for accessibility. Prior to performing the evaluations, CONSULTANT shall coordinate with the Traffic Division to obtain the locations of the existing spaces. CONSULTANT shall

also confirm with the Traffic Engineering Division which accessibility standards apply to the on-street parking.

#### **4.4. Facility Reports**

Upon completion of the Physical Barriers Evaluations Task, CONSULTANT shall document the results of the evaluations and prepare Facility Reports for each facility evaluated. The Facility Reports may be presented as a single stand-alone report for each facility (i.e. multiple reports), or combined into a report that groups the facilities to no less than the following:

- Public Buildings and Associated Parking Lots
- Parks (Including Parks Buildings and Associated Parking Lots)
- Public Rights-of-Way

It is anticipated that the Facility Reports will be attached to, or referenced in, the Self-Evaluation and Transition Plan report to be completed under a subsequent Task.

Each Facility report shall include:

- Executive summary
- Barrier Identification Table
- As-built dimensions as it relates to ADA access
- Barrier Severity Rating (relative level of impact to access)
- Reference to standard or code defining the barrier to access
- Proposed solution(s) to eliminate the barrier
- Individual planning level cost estimate for each solution
- Digital photograph(s) of each barrier to access when required to clarify a condition.
- Reference drawings/maps showing the location of the barrier (shown on the facility diagrams prepared under a previous Task)

The completed facility diagrams shall include the locations of physical barriers, which shall be numbered and cross referenced to any supporting data tables or forms. The completed facility diagrams shall be professional quality completed on a computer CAD or graphics software platform, and not hand-drawn.

CONSULTANT shall submit draft facility reports for CITY review and comment, and shall address comments received in the final reports.

#### ***Facility Prioritization Work Session***

Following completion of the draft Facility Reports for public buildings, parks, and associated parking lots, CONSULTANT will assist CITY staff with prioritizing the list of buildings, parks, and associated parking facilities to develop a Transition Plan schedule for the removal of accessibility barriers. CONSULTANT will facilitate a meeting with CITY staff to determine appropriate responses to

mitigating barriers, either through modification of the facilities, or by relocating programs, or by other programmatic solutions.

#### ***PROW Prioritization Work Session***

Following completion of the draft Facility Reports for the public rights-of-way, CONSULTANT will meet with CITY staff in to review the results of the PROW report and applied prioritization criteria. At this meeting, the timeline for mitigating barriers and strategies for funding barrier removal will be discussed for incorporation into the Transition Plan.

#### **Deliverables:**

1. Reviewed inventory list (submitted electronically as pdf files and native format)
2. Facility Diagrams (submitted electronically as pdf files and native format)
3. Draft and Final Facility Reports (submitted electronically as pdf files)
4. CONSULTANT will facilitate the prioritization work sessions, and provide an agenda and materials for each meeting.

#### **4.5. Inventory Database and Mapping**

The CONSULTANT shall develop a database for the ADA Transition Plan using Microsoft Excel and GIS, or other CITY approved software. The purpose of the database is to facilitate ongoing monitoring and updating progress under the Transition Plan by CITY staff. The database shall correlate all aspects of the Transition Plan including but not limited to facility reports, facility diagrams, Transition Plans, reference drawings, standard drawings and photographs. The database shall be the property of the City of Santa Clara upon completion of the PROJECT.

CONSULTANT will finalize the barrier prioritizations and provide the CITY with a customized Excel spreadsheet containing all the information contained in the building and park facility evaluations, including the identified barriers, relevant codes, barrier categories, and planning level costs. The Excel data will be linked to the ADA barrier GIS data collected at each of the facilities. CONSULTANT will also provide the CITY with GIS data containing all the barrier information collected in the public right-of-way, including relevant codes and barrier priorities. The inventory and data will be provided to CITY in a format compatible with Lucity Enterprise Asset Management Software.

CONSULTANT shall prepare reference diagrams locating physical barriers for public buildings and associated parking lots, and parks and their associated buildings and parking lots on a floor plan, site plan, or aerial photograph of the facility. CONSULTANT shall also prepare a city-wide reference map locating these facilities.

CONSULTANT shall develop city-wide reference maps using GIS for sidewalks, curb ramps, pedestrian signals, and trails. The maps shall fully show distinct points or line segments for each identified barrier to access. The GIS data shall graphically display the physical barrier, and include associated data about the barrier from the Transition Plan such as description, cost to remove, year of removal under the Transition Plan, etc.

The inventory and data shall be provided in a format compatible with Lucity Enterprise Asset Management Software for future incorporation into Lucity by CITY. CONSULTANT shall coordinate with CITY's Information Technology (IT) department to verify data requirements necessary for future Lucity incorporation by CITY, and CONSULTANT shall perform the work necessary to provide the data in the required format.

The inventory database and GIS mapping shall be submitted as a draft for CITY review and comment, and comments shall be incorporated into the final version.

Deliverables:

1. Draft format for Database and Project Map
2. Final format for Database and Project Map

## **5. TASK 5: SELF-EVALUATION AND TRANSITION PLAN REPORT**

CONSULTANT shall prepare an ADA Self-Evaluation and Transition Plan report.

The Self-Evaluation aspect of the report shall provide an analysis and summary of the following:

- Review and identify all of the CITY'S programs, activities, and services
- Review, identify and summarize all policies, practices, and procedures that govern the administration of the CITY'S programs, activities, and services
- Assessment of all policies practices, and procedures to identify items that could be considered as discriminatory
- Recommendations for modifications of policies, practices, and procedures to ensure compliance under ADA

The Self-Evaluation shall be considered on both a Citywide and a department specific basis.

The Transition Plan aspect of the report shall prioritize removal of structural barriers for accessibility purposes. The Transition Plan shall accomplish the following:

- Identification of physical barriers in the CITY's facilities that limit the



- accessibility of its programs or activities to individuals with disabilities
- Detailed description of the methods that will be used to make the facilities accessible
- Schedule for taking the steps necessary to upgrade access. If the time period for achieving upgraded access exceeds one year, then identify the interim steps to be taken during each year following adoption of the Transition Plan
- Indicate the official responsible for implementation of the plan

The Transition Plan aspect of the report shall provide an analysis and summary of the following:

- Methodology for evaluation of barriers
- Methodology for prioritization of barrier remediation
- Estimated costs for barrier remediation
- Implementation 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 (graphics as contained in standards, guidelines, and code documents)
- A section shall also be included that lists references and contact information for ADA and accessibility related resources available to CITY employees and volunteers

CONSULTANT shall identify any programmatic solutions to remove an existing barrier by providing equivalent facilitation, in lieu of making physical alterations.

The Transition Plan shall be segregated into one Transition Plan for non-public rights-of-way and one Transition Plan for public rights-of-way.

CONSULTANT shall work with CITY respective staff responsible for each facility to prioritize removal of architectural barriers at each facility. CONSULTANT shall consider past and current CITY planning activities to incorporate the activities into the Transition Plan. Such planning activities include, but are not limited to:

- Pedestrian Masterplan
- Parks Facility Condition Assessment Reports

It is important to note that CITY's Capital Improvement Program (CIP) currently does not necessarily include projects or budgets for incorporating barrier removal according to the Transition Plan to be prepared under this PROJECT. CONSULTANT shall work cooperatively with CITY staff to identify existing projects that can be modified to incorporate barrier removals, and to identify planned or new projects in order to align the Transition Plan with the CITY's CIP budget.

The draft Self-Evaluation and Transition Plan report will be submitted for CITY review prior submittal to the ADA Committee and the public at large. One set of consolidated comments from internal CITY departments will be incorporated into the public review draft. All comments on the public and staff review drafts shall be addressed and incorporated into the Final Self-Evaluation and Transition Plan Report.

It is anticipated that the draft report will be made available electronically for public circulation and comment via CITY's multiple public communications platforms. CONSULTANT shall provide supporting services as needed for the public circulation, including preparation of a Notice of Availability.

Deliverables:

1. Draft and Final Self Evaluation and Transition Plan reports (submitted as an electronic PDF copy and 5 bound hard copies for both draft and final reports)

## **6. TASK 6: CITY STAFF TRAINING**

CONSULTANT shall provide training for designated key CITY staff on the ADA Self-Evaluation and Transition Plan. The training shall to inform key staff about the Self-Evaluation and Transition Plan to ensure proper implementation and compliance. The training shall be three sessions to be held on the same day and conducted by CONSULTANT with an allowance for response to questions submitted by staff following the training session. The training should include the following topics:

- Applicable ADA codes, statues and regulations
- Modifications to programs, services, and activities identified as a result of the Self-Evaluation (City-wide and department specific)
- Using, maintaining, and updating the Transition Plan inventory
- Monitoring and updating the ADA Self Evaluation and Transition Plan

*Reporting and Tracking Workshop:* The CITY will identify staff who will be responsible for managing the recording, monitoring and reporting of progress on the Transition Plan implementation. CONSULTANT will provide a one-hour training on recording, monitoring, and reporting the removal of barriers using CONSULTANT's tracking/reporting tool. This training will include strategies for recording information, modifying priorities and schedules, alternative methods of achieving compliance, and identifying interim solutions.

*Customer Service Workshop:* The CITY will identify staff who have direct contact with members of the public. This two-hour training will address working effectively with the public and includes understanding the needs of people with

disabilities, including visual, hearing, cognitive, emotional, and mobility challenges. This workshop will address how to provide public services in an inclusive and practical way. Topics will include:

- Alternative formats for printed or audio information
- Public meeting accessibility
- Program modifications
- Communication and interaction with people with disabilities
- Managing requests and complaints

*Applicable ADA and California Codes, Statutes, and Regulations:* The CITY will identify staff who plan, design, engineer, inspect or maintain CITY facilities. This one-hour training will address state and federal standards for buildings, parks, and the public right-of-way. The CONSULTANT will address construction tolerances, best practices, and access to code resources and references.

Deliverables:

1. Training materials as-needed
2. MIG will provide electronic copies of handouts and reference materials for reproduction by the CITY.

#### **IV. OPTIONAL TASKS**

If deemed necessary during the course of services, this Task provides for CONSULTANT to perform Optional Tasks as additional services. Optional Tasks shall be authorized in writing prior to performing work, and shall only be invoiced if agreed by CITY and CONSULTANT in writing prior to performing work. Fees for Optional Tasks shall not be considered as part of the Fees for Basic Scope of Services and shall be considered as Fees for Additional Services.

##### **A. OPTIONAL TASK A: ON-CALL ADA SUPPORT (SERVICES AS NEEDED) (REQUIRES CITY PRE-AUTHORIZATION)**

If and when authorized by CITY on an as-needed basis, CONSULTANT shall provide ongoing support to provide expertise and answer questions regarding the Self-Evaluation and Transition Plan or other items related to ADA that may arise from time to time for the duration of the Agreement subsequent to the adoption of the PROJECT. Such support shall be requested in writing each time it is required by CITY, and CONSULTANT shall keep a log of each time support is requested. Invoices for on-going support requests under this task shall be detailed and provide a summary of each request with supporting hours that is being invoiced. CONSULTANT shall not proceed with any work under this task without prior written authorization.

**B. OPTIONAL TASK B: ADDITIONAL PUBLIC OUTREACH MEETING  
(REQUIRES CITY PRE-AUTHORIZATION)**




If and when authorized by CITY, CONSULTANT shall conduct a public outreach meeting that is in addition to the number of public outreach meetings described in Task 2, Public Outreach and Meetings, of the Basic Scope of Services. The services provided by CONSULTANT for this additional public outreach meeting shall be consistent with the services described for the public outreach meetings described in Task 2, Public Outreach and Meetings.

**V. ADDITIONAL SERVICES**

CITY may authorize CONSULTANT to provide services under this agreement that are not included in the Basic Scope of Services. CONSULTANT shall not proceed with any additional services without prior written authorization.

## Project Schedule



-  = M&Q office closed for holidays
-  = In person meetings
-  = Bi-weekly phase meetings

## **EXHIBIT B SCHEDULE OF FEES**

### **I. GENERAL PAYMENT**

The total payment to the Consultant for Basic Services, as stated in **Exhibit A**, plus any authorized reimbursable expenses shall not exceed \$444,974. The amount billed to City for pre-approved Additional Services shall not exceed the sum of \$44,497. In no event shall the amount billed to City by Consultant for services under this Agreement exceed \$489,471 subject to budget appropriations.

Billing shall be on a monthly basis based on the services performed for each task. Consultant shall, during the term of this Agreement, invoice the City for hours and dollars of work completed under this Agreement. The invoice shall describe the Task invoiced, percent complete of the Task, time and reimbursable expenses expended by Task, and total amount during the invoice period. The invoice shall also show the total to be paid for the invoice period. All invoices shall provide a written description of work performed during the invoice period, deliverables completed, and progress to date on Tasks being invoiced in order to support the amount invoiced.

### **II. BASIC SERVICES**

The total payment to Consultant for all work necessary for performing all Tasks, as stated in **Exhibit A**, shall be in proportion to services rendered and on a time and materials not-to-exceed basis.

The Consultant fee allocated to each Task shall be the Consultant's full compensation for all the Consultant services required by this Agreement, as directed by the City, and no additional compensation shall be allowed. City may reallocate budget from Tasks to other Tasks or to or from additional services. The Consultant shall bill time and expenses spent on a Task under the appropriate Task and will not be allowed to charge to future or inactive tasks unless approved in writing by City. The Consultant shall provide a summary of dates and hours charged per date by individual, and individual timesheets, if requested by City. The hours and amounts charged to each Task shall be proportionate to the services rendered.

Tasks denoted as Optional Tasks, as stated in Exhibit A, require pre-approval in writing by CITY prior to performing any services under the task. Payment for any Optional Task is allowed only if written authorization is given by the City in advance of the work to be performed. Fees for Optional Tasks shall be considered as Additional Services and are not included in the Fees for Basic Services.

The total amount of all the Tasks is a not-to-exceed amount. Figures in the following table include all subconsultant costs, reimbursable expenses, and administrative markups. The following table is a summary of the Tasks based upon



the Estimated Project Cost revised September 27, 2018 and agreed by CITY and CONSULTANT, attached to this Exhibit B and incorporated herein by reference.

CONSULTANT shall invoice time and expenses according to the subtasks identified in the Estimated Project Cost. The time and expenses billed for subtasks may vary above or below the fees identified on the Estimated Project Cost provided that the total billed for all subtasks billed under a Task remains within the Fee established for the Task. Upon mutual agreement between CITY and CONSULTANT in writing, subtasks may be combined as needed to facilitate CONSULTANT's invoicing.

Description		Amount
Task 1	Project Management	\$ 11,420
Task 2	Public Outreach and Meetings	\$ 8,250
Task 3	Self-Evaluation – Policies and Programs	\$ 29,303
Task 4	Physical Barrier Evaluations and Reports	\$ 359,350
Task 5	Self-Evaluation and Transition Plan Report	\$ 19,216
Task 6	City Staff Training	\$ 3,671
Administrative Markup of Subconsultant Costs and Reimbursable Expenses (10% Maximum Markup)		\$ 13,764
<b>Total</b>		<b>\$ 444,974</b>

In no event shall the amount billed to City by Consultant for Basic Services under this Agreement exceed Four Hundred Forty Four Thousand Nine Hundred Seventy Four dollars (\$444,974), subject to budget appropriations.

### III. REIMBURSABLE EXPENSES

Reimbursable Expenses shall not exceed \$819 without prior written approval by the City. The amount allocated for Reimbursable Expenses shall be the Consultant's full compensation for all Reimbursable Expenses required for the Project and by this Agreement, as directed by the City, and no additional compensation shall be allowed. Reimbursable expenses shall be billed at cost with a maximum allowable markup of 10%. Receipts and invoices detailing the Reimbursable Expenses shall be included with each billing where a Reimbursable Expense is invoiced.

Reimbursable Expenses are in addition to compensation for Basic and Additional Services. The following is a sample of items that are included as part of the Basic Services and are not considered Reimbursable Expenses:



- Basic Office Expenses such as overhead, paper, pens, pencils, ink cartridges
- Insurance Expenses, Applicable Taxes, Computer Time
- Travel Expenses (local and long distance), including meals and gas
- Faxes
- Local and Long Distance Telephone Expenses (land lines and cellular phones)
- US Mail
- Paper Cost
- Copying Cost
- Plotting Cost

Reimbursable Cost may include:

- Outside Duplicating Cost for Plans and Reports as specified in Exhibit A, Scope of Services
- Presentation Materials
- Delivery Services, when requested by City.
- Courier Services when requested by City.

City may re-allocate remaining budget from reimbursable expenses to additional services. All reimbursable costs, other than those listed above, shall be approved in advance by City.

#### **IV. ADDITIONAL SERVICES**

Additional Services consists of work not included in the Basic Scope of Services outlined within this Agreement. Pre-approved Additional Services shall be billed to City at the fixed hourly rates shown below in Section V, RATE SCHEDULE, or at an agreed negotiated price. Monthly billing for Additional Services shall be consistent with the terms set forth in this Agreement. Payment for any Additional Services is allowed only if written authorization is given by the City Engineer in advance of the work to be performed. Additional Services shall not exceed \$44,497 without approval by the City.

#### **V. RATE SCHEDULE**

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Rates by classification are listed below. No adjustment to the rates will be allowed during the term of this Agreement unless otherwise agreed in writing by City. Any classifications added, or staff members changing classifications, shall be approved in writing by City.

Moore Iacofano Goltsman, Incorporated:

<b>Classification</b>	<b>Hourly Rate</b>
Principal-in-Charge	\$ 195
ADA Specialist Engineer	\$ 155
Senior Project Manager	\$ 150
Project Manager	\$ 150
Database Developer	\$ 150
Deputy Project Manager	\$ 125
ADA Specialist	\$ 100
Project Associate I	\$ 85
Associate II / Field Technician	\$ 83

IDAX:

<b>Classification</b>	<b>Hourly Rate</b>
Operations Manager	\$ 43.27
Project Coordinator	\$ 22.00
Field Technician	\$ 20.00

Allowable sub-consultant markup: 10%



		MIG, Inc.										MIG Project Associate I		MIG Project Associate II / Field Technician		MIG Totals		IDAAX		Subconsultant Totals		Direct Costs		Professional Fees Totals			
		Tim Gilbert, CASp Principal-in-Charge		Laurel Kelly Project Manager		Ashley Tomorlin, CASp Deputy Project Manager		Vanessa Hosteter ADA Specialist Engineer		Steve Hanson Database Developer ADA Specialist																Ed San Filippo JD, ADA Specialist	
		Hours @	\$195	Hours @	\$150	Hours @	\$125	Hours @	\$155	Hours @	\$150															Hours @	\$100
1 PROJECT MANAGEMENT																											
1	Project Management (including Kick-Off Meeting & Bi-Weekly Phone Migs)	12	\$2,340	20	\$3,000	42	\$5,250	0	\$0	0	\$0	0	\$0	0	\$0	10	\$830	84	\$11,420	\$0	\$0	\$0	\$11,420				
	Subtotal	12	\$2,340	20	\$3,000	42	\$5,250	0	\$0	0	\$0	0	\$0	0	\$0	10	\$830	84	\$11,420	\$0	\$0	\$0	\$11,420				
2 PUBLIC OUTREACH AND MEETINGS																											
2.1	City ADA Committee/Public Meeting #1	6	\$1,170	2	\$300	9	\$1,125	0	\$0	0	\$0	0	\$0	0	\$0	12	\$996	29	\$3,591	\$0	\$0	\$0	\$3,591				
2.2	City ADA Committee/Public Meeting #2	6	\$1,170	1	\$150	1	\$125	0	\$0	0	\$0	0	\$0	0	\$0	12	\$996	20	\$2,441	\$0	\$0	\$0	\$2,441				
2.3	City Council Meeting #1	6	\$1,170	2	\$300	2	\$250	0	\$0	0	\$0	0	\$0	0	\$0	6	\$498	16	\$2,218	\$0	\$0	\$0	\$2,218				
	Subtotal	18	\$3,510	5	\$750	12	\$1,500	0	\$0	0	\$0	0	\$0	0	\$0	30	\$2,490	65	\$8,250	\$0	\$0	\$0	\$8,250				
3 SELF-EVALUATION - POLICIES AND PROGRAMS																											
3.1	Review of Available Documents (City Policy and Standards)	4	\$780	8	\$1,200	2	\$250	30	\$4,650	0	\$0	60	\$6,000	0	\$0	20	\$1,660	124	\$14,540	\$0	\$0	\$75	\$14,615				
3.2	Staff Questionnaire Orientation Meeting	6	\$1,170	1	\$150	4	\$500	0	\$0	0	\$0	0	\$0	0	\$0	8	\$664	19	\$2,484	\$0	\$0	\$0	\$2,484				
3.3	Staff Questionnaire Development and Analysis	1	\$195	1	\$150	4	\$500	0	\$0	0	\$0	20	\$2,000	0	\$0	20	\$1,660	46	\$4,505	\$0	\$0	\$70	\$4,575				
3.4	Self-Evaluation Analysis and Draft Report	1	\$195	8	\$1,200	12	\$1,500	0	\$0	0	\$0	30	\$3,000	0	\$0	20	\$1,660	71	\$7,555	\$0	\$0	\$74	\$7,629				
	Subtotal	12	\$2,340	18	\$2,700	22	\$2,750	30	\$4,650	0	\$0	110	\$11,000	0	\$0	68	\$5,644	260	\$29,084	\$0	\$0	\$219	\$29,303				
4 PHYSICAL BARRIERS EVALUATIONS AND REPORTS																											
4.1	Inventory Review: Public Buildings, Parks, and Associated Parking Lots	2	\$390	2	\$300	12	\$1,500	0	\$0	0	\$0	0	\$0	0	\$0	16	\$2,160		\$0	\$0	\$0	\$2,190					
4.2	Facility Diagrams	0	\$0	2	\$300	12	\$1,500	0	\$0	8	\$1,200	0	\$0	36	\$3,060	60	\$4,980	118	\$11,040	\$0	\$0	\$200	\$11,240				
4.3	Physical Barriers Evaluations																										
4.3.1	Public Buildings and Associated Parking Lots (includes 4.3.2 below)	24	\$4,680	24	\$3,600	316	\$39,500	0	\$0	50	\$7,500	0	\$0	0	\$0	316	\$26,228	730	\$81,508	\$0	\$0	\$0	\$81,508				
4.3.2	Parks and Associated Buildings and Parking Lots (included in 4.3.1 above)																										
4.3.3	Public Rights-of-Way	12	\$2,340	5	\$750	10	\$1,250	56	\$8,680	40	\$6,000	0	\$0	0	\$0	8	\$664	131	\$19,684	\$136,819	\$136,819	\$0	\$156,503				
4.4	Facility Reports	40	\$7,800	20	\$3,000	102	\$12,750	28	\$4,340	64	\$9,600	20	\$2,000	250	\$21,250	322	\$26,726	846	\$87,466	\$0	\$0	\$0	\$87,466				
4.5	Inventory Database and Mapping	2	\$390	2	\$300	6	\$750	16	\$2,480	40	\$6,000	0	\$0	0	\$0	24	\$1,992	90	\$11,912	\$0	\$0	\$0	\$11,912				
4.5a	Database Administration	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$8,531	\$0	\$0	\$0	\$8,531				
	Subtotal	80	\$15,600	55	\$8,250	458	\$37,250	100	\$15,300	202	\$30,300	20	\$2,000	286	\$24,310	730	\$60,590	1931	\$222,331	\$136,819	\$136,819	\$200	\$339,350				
5 SELF-EVALUATION AND TRANSITION PLAN REPORT																											
5a	Prepare the Draft ADA Self-Evaluation and Transition Plan	4	\$780	6	\$900	36	\$4,500	4	\$620	0	\$0	42	\$4,200	0	\$0	56	\$4,648	148	\$15,648	\$0	\$0	\$300	\$15,948				
5c	Prepare the Final ADA Self-Evaluation and Transition Plan	2	\$390	2	\$300	6	\$750	0	\$0	0	\$0	4	\$400	0	\$0	16	\$1,328	30	\$3,168	\$0	\$0	\$100	\$3,268				
	Subtotal	6	\$1,170	8	\$1,200	42	\$3,250	4	\$620	0	\$0	46	\$4,600	0	\$0	72	\$5,976	178	\$18,816	\$0	\$0	\$400	\$19,216				
6 STAFF TRAINING																											
6.1	City Staff Training	10	\$1,950	0	\$0	1	\$125	0	\$0	4	\$600	0	\$0	0	\$0	12	\$996	27	\$3,671	\$0	\$0	\$0	\$3,671				
	Subtotal	10	\$1,950	0	\$0	1	\$125	0	\$0	4	\$600	0	\$0	0	\$0	12	\$996	27	\$3,671	\$0	\$0	\$0	\$3,671				
Professional Time and Costs Subtotal		138	\$26,910	106	\$15,900	577	\$72,125	134	\$20,770	206	\$30,900	176	\$17,600	286	\$24,310	922	\$76,526	2545	\$293,572	\$136,819	\$136,819	\$819	\$431,210				
10% Administrative Mark Up																					\$13,681.90	\$81.90					
Total Project Cost																						\$444,974					
Optional Tasks																											
A	On-Call ADA Support		See rates																								
B	Additional Public Outreach Meeting		\$3,070																								



# MIG Professional Services

---

<b>Title</b>	<b>Hourly Rate</b>
Principal-in-Charge	\$195
Senior Project Manager	\$150
Deputy Project Manager	\$125
Engineer	\$155
Database Developer	\$150
ADA Specialist	\$100
Project Associate I	\$85
Project Associate II / Project Assistant / Field Technician	\$83
Approved Reimbursable Costs: Cost plus 10%	

September 27, 2018

PLANNING | DESIGN | COMMUNICATIONS | MANAGEMENT | SCIENCE | TECHNOLOGY

800 Hearst Avenue • Berkeley, CA 94710 • USA • 510-845-7549 • [www.migcom.com](http://www.migcom.com)

Offices in: California • Colorado • New York • Oregon • Texas • Washington



TASK	ESTIMATED SCOPE	UNIT	RATE/UNIT	TOTAL HOURS	COST/HR	TOTAL COST
Sidewalks/Curb Ramps/Crosswalks	421	Miles	0.23	1830.43	\$50	\$91,521.74
*Curb Ramps	4400	included in sidewalk survey time				
*Crosswalks	Unknown	included in sidewalk survey time				
Push Buttons	800	EA	6	133.33	\$50	\$6,666.67
Pedestrian and Bike Trails	9	Miles	0.23	39.13	\$50	\$1,956.52
Ped Bridges	7	EA	0.23	30.43	\$50	\$1,521.74
On-street Parking Spaces	320	EA	8	40.00	\$50	\$2,000.00
Direct Cost - Training	16	HR	1	16.00	\$70	\$1,120.00
Quality Control/Coordination		HR		457.61	\$70	\$32,033
						<b>\$136,819</b>

### Professional Fee Schedule

TITLE	HOURLY RATE
Operations Manager	\$43.27
Project Coordinator	\$22.00
Field Technician	\$ 20.00

Mark Skaggs | COO



[mark.skaggs@idaxdata.com](mailto:mark.skaggs@idaxdata.com)

(425) 250-0777

[www.idaxdata.com](http://www.idaxdata.com)



## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Consultant's insurance. The minimum coverages, provisions and endorsements are as follows:

#### **A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

#### **B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Consultant and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

#### C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

#### D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

#### E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.



1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnitaries may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnitaries may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.
3. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
  - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Consultant and City agree as follows:

1. Consultant agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to

limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

#### G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subconsultant (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

#### H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara Department of Public Works

P.O. Box 100085 – S2

Duluth, GA 30096

or 1 Ebix Way

John's Creek, GA 30097

Telephone number: 951-766-2280  
Fax number: 770-325-0409  
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.