

AGENDA ITEM NO.

COUNCIL MEETING

APPROVED BY



DEPARTMENT DIRECTOR

CITY MANAGER

June 3, 2008

FROM: PATRICK N. WIEMILLER, Public Works Director  
Public Works Department 

BY: ELIZABETH KUNZ, ADA Coordinator  
Public Works Department 

SUBJECT: APPROVE AN AMENDMENT TO AGREEMENT WITH MOORE, IACOFANO, GOLTSMAN, INC. (MIG), FOR THE AMOUNT OF \$54,010 TO SURVEY CITY FACILITIES FOR BARRIERS FOR PERSONS WITH DISABILITIES AND TRAIN CITY STAFF

### KEY RESULT AREA

Customer Service, Employee Satisfaction and Prudent Financial Management

### RECOMMENDATION

Amend an agreement with the firm of Moore, Iacofano and Goltsman, Inc. (MIG), in the amount of \$54,010 to survey key City facilities for accessibility for persons with disabilities and train City staff.

### EXECUTIVE SUMMARY

This project will broaden the City's current efforts to identify barriers for people with disabilities in its facilities, as required by the Americans with Disabilities Act of 1990. MIG will survey additional facilities, with an emphasis on those serving as heating or cooling centers and high-volume parking areas. The data from these surveys will be integrated into the City's transition plan data base. MIG will also provide training that will build the capacity of City staff to identify barriers in other locations, and incorporate them into the City's transition plan data base.

### KEY OBJECTIVE BALANCE

This project balances three Key Objectives: customer satisfaction, employee satisfaction and prudent financial management. This project will assist the City in better accommodating the needs of customers with disabilities, increasing their satisfaction. In turn, employee satisfaction will also increase, as employees are better able to serve the public in these facilities. This project also demonstrates prudent financial management. The provision of emergency services to people with disabilities has been of increasing national concern. In the first phase of the project, MIG surveyed the facilities used most often as emergency shelters: Ted C. Wills and Mosqueda Center. In this second phase, MIG will survey additional facilities used as heating and

cooling centers. By demonstrating a good faith effort to ensure accessibility, identify and remove barriers in these and other facilities, the City may decrease its risk of litigation in this area.

## **BACKGROUND**

The City is required to survey its facilities to ensure that people with disabilities have full access to all City programs. On June 6, 2006, the City Council approved a \$156,900 contract with MIG to survey key facilities and build a "transition plan" data base for the City that lists barriers and estimates costs to remove those barriers. As part of this process, the public access areas of twelve key City facilities were surveyed by MIG, including City Hall, City Hall Annex, Police Department Headquarters, FAX facilities, portions of the Convention Center, and the two community centers mentioned above.

By amending this agreement, MIG will be able to add data for key facilities and assist the City in developing the expertise to add to the transition plan data base. Staff requests that the Public Works Director or his designee be allowed to amend the agreement on the City's behalf.

## **FISCAL IMPACT**

All funds for this project are appropriated within Facilities Management's Special Projects Fund.

PNWEEKteam  
Apprv Amd to Agrmt MIG Survey City Facil 6-3-08

Attachments: First Amendment to Consultant Services Agreement  
Scope of Services  
Agreement, City of Fresno, California Consultant Services

FISCAL IMPACT STATEMENT

PROGRAM: PHASE II ADA FACILITIES SURVEYS AND STAFF TRAINING

<u>RECOMMENDATION</u>	<u>TOTAL OR CURRENT</u>	<u>ANNUALIZED COST</u>
Direct Cost	<u>\$54,010</u>	_____
Indirect Costs: <i>Contract management, design coordination, etc.</i>	_____	_____
TOTAL COST	<u>\$54,010</u>	_____
Additional Revenue or Savings Generated	<u>-0-</u>	_____
Net City Cost	<u>\$54,010</u>	_____
Amount Budgeted (If none budgeted, identify source):	<u>\$54,010</u>	_____

**FIRST AMENDMENT TO  
CONSULTANT SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT ("First Amendment") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the CITY OF FRESNO, a municipal corporation ("City") and MOORE, IACOFANO, GOLTSMAN, ("MIG") INC. ("Consultant"), on the terms and conditions set forth below.

**RECITALS**

A. The City and Consultant have entered into that certain Consultant Services Agreement (the "2006 Agreement") as of the Effective Date defined therein. That agreement is attached hereto as Exhibit "A."

B. The City and Consultant now wish to expand the scope of work and services defined in the 2006 Agreement.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Consultant hereby agree as follows:

1. Scope of Work.

Consultant shall perform to the satisfaction of City, the services described in Exhibit "B", attached hereto and incorporated herein by reference.

2. Compensation.

Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this First Amendment shall be a total fee of \$54,010.

3. Effect of This First Amendment.

The 2006 Agreement shall remain in full force and effect except as amended hereby or inconsistent herewith.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their respective representatives thereunto duly authorized as of the date first written above.

CITY OF FRESNO

By:   
Patrick Wiemiller, Director  
Department of Public Works

MOORE, IACOFANO, GOLTSMAN, INC.

By:   
Tim Gilbert, Principal

By:   
Susan Goltsman, Principal

ATTEST:  
REBECCA KLISCH  
City Clerk

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
JAMES SANCHEZ  
City Attorney

By:   
Deputy/Assistant

- Attachments:
- 1. Exhibit "A" – 2006 Agreement
  - 2. Exhibit "B" - Scope of Work

KEB:sn [45039sn/keb/AGT] 5/9/08

## Accessibility Survey Training Scope of Services

MIG will train City of Fresno staff surveyors to conduct accessibility surveying of municipal facilities, enter the data and produce reports. MIG will conduct access surveys and prepare reports for the following facilities:

**Facilities Included:**

P& R - F.H. Ball Playground  
P& R - Holmes Playground  
P& R - Mary Ella Brown/ Ivy Comm. Ctr  
P& R - Pinedale Comm. Ctr  
P& R - Romain Playground  
P& R - Sunset Comm Ctr

PW Parking Garage #4  
PW Parking Lot #2  
PW Parking Lot #2A

### ***Task 1: Prepare Facility Diagrams***

MIG will produce diagrammatic plans (8-1/2" x 11") of the exterior environments and building floor plans for all facilities to be included in the facility compliance assessment. The diagrams will be used to indicate the location of architectural barriers in the facility report. The City will provide any existing blueprints, CAD files, site plans, emergency evacuation diagrams, or other graphics or information that portrays City facilities as a basis for the diagrams.

### ***Task 2: Conduct Facility Surveys***

MIG will survey all exterior and interior features of the sites and buildings identified by the City (listed in the proposal). The survey will identify physical barriers in each facility that limit accessibility and compare each facility to the accessibility regulations contained in the State California Title 24 Building Code and the Federal ADA Accessibility Guidelines (ADAAG).

The survey will be accomplished using a team of MIG surveyors equipped with measuring devices, facility diagrams, and survey forms. Diagrammatic sketches of each site and building plans will be annotated during the survey process and will be included in the final report. The completed diagrams will indicate the location of architectural barriers, numbered to correspond to the completed survey checklist forms, and the facility report table of barriers. These annotated diagrams will assist in prioritizing barriers for removal. The diagrams will provide a visual reference for evaluating the physical and programmatic barriers posed by each architectural barrier.

For the survey instrument, MIG will use *The Accessibility Checklist* (MIG Communications). This survey instrument was developed by MIG and has been used by hundreds of cities and

agencies across the country.

The elements and their related features addressed in the facility survey will include:

***Building Features:***

- Ramps
- Stairs
- Hazards (overhanging and protruding objects)
- Doors and Gates
- Signs
- Drinking Fountains
- Telephones
- Building Levels and Lifts
- Elevators
- Turnstiles
- Transaction Counters

***Types of Spaces:***

- Corridors/Aisles
- Rooms
- Multiple User Restrooms
- Single User Restrooms
- Toilet Rooms
- Bathing Facilities
- Locker Rooms
- Libraries
- Kitchens/Kitchenettes
- Eating Areas/Vending
- Auditorium

***Recreation Features***

- Game and Sports Area
- Grandstands/Bleachers
- Swimming Pools/ Wading Pools/Spa
- Picnic Areas
- Site Furnishings
- Fixed benches
- Beach Access Routes
- Outdoor Recreation Access Routes
- Access to Play Equipment Areas
- Wood Stoves and Fireplaces
- Storage Facilities for Mobility Devices
- Utilities in Recreation Areas
- Camping Facilities
- View Areas/ Telescopes
- Outdoor Rinsing Showers
- Fishing Piers and Platforms
- Boating Facilities

***Task 3: Develop the Database and Facility Reports***

MIG will produce a facility report for each site and building, detailing each item found to be in noncompliance. MIG shall produce a complete reporting process, describing and costing the removal of every barrier. As programs and facility usage change, the complete report will remain useful. The barrier prioritization process ensures that barriers that are low priority for removal will not over-inflate the improvement budget. For example, duplicated elements such as a steep connecting walk adjacent to an accessible walk would be prioritized very low.

MIG will utilize a custom Microsoft Access™ database for recording data and generating reports. This reporting system has proven very cost effective in producing a useful summary of barriers.

The facility report for each site will include:

- **Barrier Identification Table:** A table will list each specific barrier encountered during the survey process. Barriers will be organized by architectural element and located by reference number on the facility diagram.
- **Conceptual Solution:** A feasible conceptual solution to resolving the barrier will be provided in text format.
- **Cost Estimate:** Planning level cost estimates will be provided for the removal of each barrier.
- **Priority Level:** A column will be provided that identifies the priority for barrier removal. This column will be completed during Task 5.
- **Reference Diagram:** The report will include a reference drawing locating the barriers on a diagrammatic sketch of the facility.

MIG will provide one (1) camera-ready copy of the facility report to City staff for copying and distribution.

**Task 4: Provide Staff Training on Principles of Accessibility (up to 30 participants)**

MIG will prepare and conduct a one day training for City Staff on the principles of accessible facilities, including:

- California access codes and federal access regulations
- the differences between program access, alterations and new construction
- the City's Self-Evaluation and Transition Plan
- principles of accessibility

**Task 5: Provide Staff Training on Survey Methodologies (up to 12 trainees)**

**Task 5.1: Prepare Training Materials**

Assemble Training Materials: MIG will assemble all of the training handouts and forms for surveys including checklist forms. The City will provide tape measures, door pressure gauges, electronic levels, and clipboards for each surveyor based on a list provided by MIG. MIG will prepare copies of the survey forms and assemble them into folders. Following the training workshop, the City will be responsible for making multiple copies of the survey forms.

**Task 5.2: Conduct Survey Training**

MIG will conduct the survey training. The survey training will consist of 3 days. The agenda for the first 2 days of training will include:

1. Introduction of the project by the ADA coordinator
2. Introductions of the surveyors
3. Distribution of survey tools and forms
4. Lecture and Q&A style instruction on methods of conducting the survey:
  - Selecting the appropriate survey forms
  - Use of tools

- Filling out the survey forms
  - Referencing each form to the floor plan or site diagram
5. Survey debriefing

The agenda for the last day of training will include:

1. Surveying practice in a city facility
2. Database training
3. Report writing

***Task 6: Additional Prioritization Interviews***

MIG will conduct interviews with City staff responsible for each facility to review the architectural barriers encountered during the survey. Each barrier will be ranked according to priority for barrier removals based on the City's prioritization process. MIG will revise the facility reports to reflect the priorities assigned.

***Task 7: Additional Project Management and Coordination***

To ensure efficient and effective management of the project, MIG will have regular phone, fax and e-mail communication with City Staff throughout the project.

**F E E P R O P O S A L**

CITY OF FRESNO ADA CONSULTING

Tasks	T. Gilbert, Project Manager		C. Tran, Surveyor Manager		Project Assistant		Database Support		Professional Time Totals	Direct Costs	TASK TOTALS
	\$175		\$105		\$75		\$105				
	Hrs		Hrs		Hrs		Hrs				
Staffperson:											
Labor Rates:											
Task 1: Prepare Facility Diagrams	0	\$0	16	\$1,680	8	\$600	0	\$0	24	\$2,280	\$2,430
Task 2: Conduct Facility Surveys	36	\$6,300	36	\$3,780	36	\$2,700	0	\$0	108	\$12,780	\$14,780
Task 3: Develop the Database and Facility Reports	8	\$1,400	24	\$2,520	20	\$1,500	0	\$0	52	\$5,420	\$5,570
Task 4: Provide Staff Training on Principles of Accessibility	12	\$2,100	12	\$1,260	0	\$0	0	\$0	24	\$3,360	\$3,960
Task 5: Provide Staff Training on Survey Methodologies											
Task 5.1: Prepare Training Materials	8	\$1,400	20	\$2,100	0	\$0	0	\$0	28	\$3,500	\$3,750
Task 5.2: Conduct Survey Training & Database/ Report Writing	36	\$6,300	36	\$3,780	0	\$0	0	\$5,000	72	\$10,080	\$12,080
Task 6: Additional Prioritization Workshops	12	\$2,100	12	\$1,260	4	\$300	0	\$0	28	\$3,660	\$3,960
Task 7: Additional Project Management and Coordination	4	\$700	16	\$1,680	0	\$0	0	\$0	20	\$2,380	\$2,480
<b>TOTALS</b>	<b>116</b>	<b>\$20,300</b>	<b>172</b>	<b>\$18,060</b>	<b>68</b>	<b>\$5,100</b>	<b>0</b>	<b>\$5,000</b>	<b>356</b>	<b>\$48,460</b>	<b>\$54,010</b>
PROFESSIONAL TIME TOTAL										\$48,460	
DIRECT COSTS TOTAL										\$5,550	
<b>TOTAL ESTIMATED COSTS</b>											<b>\$54,010</b>

\* Direct costs are billed at actual cost plus 10%, this is an estimate

**Facilities Included:**

- P& R - F.H. Bell Playground
- P& R - Holmes Playground
- P& R - Mary Ella Brown/ Ivy Comm. Ctr
- P& R - Pinedale Comm. Ctr
- P& R - Romain Playground
- P& R - Sunset Comm Ctr

- PW Parking Garage #4
- PW Parking Lot #2
- PW Parking Lot #2A

Moore Iacofano Gollisman, Inc.

City of Fresno ADA Access Consulting and Transition Plan



REPORT TO THE CITY COUNCIL

AGENDA ITEM NO. 1 K  
COUNCIL MEETING June 6, 2006  
APPROVED BY

*David Healey*  
DEPARTMENT DIRECTOR

CITY MANAGER *J. ...*

June 6, 2006

FROM: DAVID HEALEY, Director  
Public Works Department

BY: ROBERT ANDERSEN, PE, Design Services Manager  
Public Works Department, Capital Management Division

*AV*  
ANDY VANDERFORD, Project Manager  
Public Works Department, Capital Management Division

SUBJECT: APPROVE AN AGREEMENT WITH MOORE, IACOFANO, GOLTSMAN, INC. (MIG), IN THE AMOUNT \$156,900 FOR THE PREPARATION OF AN AMERICAN WITH DISABILITIES ACT (ADA) FACILITIES SURVEY AND TRANSITION PLANS, (COUNCIL DISTRICT: VARIOUS)

*Andy V.  
Approved 6/6/06  
MK*

**KEY RESULT AREA**

Customer Satisfaction

**RECOMMENDATION**

Approve an Agreement with MIG in the amount of \$156,900 for the preparation of an American with Disabilities Act (ADA) Facilities Surveys and Transition Plans at various City owned facilities.

**EXECUTIVE SUMMARY**

The City of Fresno seeks to perform ADA Facilities Surveys and Transition Plans for various City owned buildings as required by the ADA. The following facilities, or portions, have been identified by staff.

- Fresno City Hall
- City Hall Annex
- Fresno Area Express Administration Building
- Municipal Service Center, Building A
- Ted C. Wills Community Center
- Parking Garage No. 8, Van Ness Avenue
- Police Department Headquarters
- Public Utilities, UBC Satellite Collection Facility, Manchester Center
- Municipal Service Center, Solid Waste Administration Building
- Mosqueda Community Center
- Municipal Service Center, Fleet Administration Offices

**AGREEMENT  
CITY OF FRESNO, CALIFORNIA  
CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into effective the 17 day of July 2006, by and between the CITY OF FRESNO, a municipal corporation (hereinafter referred to as "CITY"), and Moore, Iacofano, Goltsman, (MIG) Inc., (hereinafter referred to as "CONSULTANT").

**RECITALS**

WHEREAS, CITY desires to obtain professional ADA Facilities Survey & Transition Plans services to survey a portion of the City's facilities to identify barriers to the disable., hereinafter referred to as the "Project", and desires the services of CONSULTANT to provide the services described herein; and

WHEREAS, CONSULTANT is engaged in the business of furnishing technical and expert services as a ADA Consultant and hereby represents that it is professionally capable of performing, and is licensed to perform pursuant to Licence No. 2872, the services called for by this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained, to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Work. CONSULTANT shall perform to the satisfaction of CITY, the services described in Exhibit "A", attached hereto and incorporated herein by reference.
2. Compensation.
  - a. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of \$156,900. Such fee includes all expenses incurred by CONSULTANT in performance of such services.
  - b. Statements may be rendered monthly and shall be payable in the normal course of CITY business.
  - c. The parties may modify this Agreement to increase the scope of work or provide for the rendition of services not required by this Agreement, which modification shall include an agreed upon increase in CONSULTANT'S compensation. Any increase or change in the scope of work must be made by written amendment to the Agreement signed by an authorized representative for each party. CONSULTANT shall not be entitled to any additional compensation if work is performed prior to a signed written amendment.

3. Termination of Agreement.

a. If, for any reason, CITY determines there is insufficient funding available for the Project, then CITY may terminate this Agreement without any liability whatsoever of CITY to CONSULTANT for breach of contract, default, detrimental reliance or any other basis in law or equity, upon 7 calendar days prior written notice of termination to CONSULTANT in the manner provided herein.

b. In addition to CITY'S right of termination pursuant to Section 3a, this Agreement may be terminated immediately by either party upon 7 calendar days prior written notice should the other party fail substantially to observe, fulfill or perform any obligation, covenant, term or condition in accordance with this Agreement. A party will have failed substantially to observe, fulfill or perform any obligation, covenant, term or condition of this Agreement, if such failure is not cured within such 7 calendar days prior written notice and this shall constitute a material default and breach of this Agreement.

c. In the event of termination pursuant to Section 3a or not due to the material default of CONSULTANT, CONSULTANT shall be paid compensation for services satisfactorily performed prior to the effective date of the notice of termination. In the event of termination due to the material default of CONSULTANT, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY'S damages caused by such failure.

d. In the event CITY terminates the Agreement pursuant to Section 3b, CITY may exercise any right, remedy (in law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law, or proceed by appropriate court action to enforce the terms of the Agreement, or to recover direct, indirect, consequential or incidental damages for the breach of the Agreement.

e. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

4. Time of Performance. The services of CONSULTANT as described in this Agreement are to commence upon issuance of a "Notice to Proceed." Work shall be undertaken and completed in a sequence assuring expeditious completion, but in any event, all the services required by this Agreement shall be completed within 240 consecutive calendar days from the authorization to proceed.

5. Confidential Information and Ownership of Documents.

a. Any reports, information, or other data prepared or assembled by CONSULTANT pursuant to this Agreement shall not be made available to any individual or organization by CONSULTANT without the prior written approval of CITY. During the term of this Agreement, and thereafter, CONSULTANT shall not, without the prior written consent of CITY, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of CITY, including but not limited to business plans, marketing plans, financial information, designs, drawings, specifications, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in CITY.

b. Any and all writings and documents prepared or provided by CONSULTANT pursuant to this Agreement are the property of CITY and shall be turned over to CITY upon expiration or termination of the Agreement. CONSULTANT shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTANT represents to CITY that CONSULTANT is skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the work agreed to be done by it under this Agreement, CITY relies upon the skill of CONSULTANT to do and perform its work in a skillful manner and CONSULTANT agrees to thus perform its work. Acceptance of its work by CITY shall not operate as a release of CONSULTANT from said standard of care and workmanship.

7. Indemnification. Except with regard to professional negligent errors and omissions, as provided in the paragraph below, to the furthest extent allowed by law including California Civil Code Section 2782, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, CONSULTANT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. CONSULTANT'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active negligence or willful misconduct of CITY or any of its officers, officials, employees, agents or volunteers.

Specifically regarding professional negligent errors and omissions, CONSULTANT shall indemnify, hold harmless but not defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, CONSULTANT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of CONSULTANT in the performance of this Agreement.

If CONSULTANT should subcontract all or any portion of the work to be performed under this Agreement, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraphs.

This section shall survive termination or expiration of this Agreement.

8. **Insurance.** Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by CITY'S Risk Manager. The following policies of insurance are required:

(i) **COMMERCIAL GENERAL LIABILITY** insurance which shall include contractual, products and completed operations coverages, bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.

(ii) **COMMERCIAL AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence.

(iii) **PROFESSIONAL LIABILITY** insurance (Errors and Omissions) with a limit of liability of not less than \$1,000,000 per claim.

(iv) **WORKERS' COMPENSATION** insurance as required under the California Labor Code.

The above described policies of insurance shall be endorsed to provide an unrestricted 30 calendar day written notice in favor of CITY, of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a 10 calendar day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this Agreement, CONSULTANT shall provide a new certificate evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, CONSULTANT shall file with CITY a new certificate for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name CITY, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so CONSULTANT'S insurance shall be primary and no contribution shall be required of CITY. In the event claims made forms are used for any Professional Liability coverage, either (i) the policy(ies) shall be endorsed to provide not less than a 5 year discovery period, or (ii) the coverage shall be maintained for a minimum of 5 years following the termination of this Agreement and the requirements of this section relating to such coverage shall survive termination or expiration of this Agreement. CONSULTANT shall have furnished CITY with the certificate(s) and applicable endorsements for ALL required insurance prior to CITY'S execution of the Agreement. CONSULTANT shall furnish CITY with copies of the

actual policies upon the request of CITY'S Risk Manager at any time during the life of the Agreement or any extension.

If at any time during the life of the Agreement or any extension, CONSULTANT fails to maintain the required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement.

If CONSULTANT should subcontract all or any portion of the work to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide insurance protection in favor of CITY, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any work by the subcontractor.

## 9. General Terms.

a. Except as otherwise provided by law, all notices expressly required of CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by CITY'S Public Works Director.

b. In performing the work or services to be provided hereunder, CONSULTANT shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by CITY'S Chief Administrative Officer if no actual or potential conflict is involved.

c. Records of CONSULTANT'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment. In addition, all books, documents, papers, and records of CONSULTANT pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This Section 9c shall survive expiration or termination of this Agreement.

d. Prior to execution of this Agreement by CITY, CONSULTANT shall have provided evidence to CITY that CONSULTANT is licensed to perform the services called for by this Agreement. If CONSULTANT should subcontract all or any portion of the work to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide evidence to CITY that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

10. Conflict of Interest and Non-Solicitation.

a. Prior to CITY'S execution of this Agreement, CONSULTANT shall complete a City of Fresno conflict of interest disclosure statement. Said statement is attached hereto as Exhibit "B" and incorporated herein by reference. During the term of this Agreement, CONSULTANT shall have the obligation and duty to immediately notify CITY in writing of any change to the information provided by CONSULTANT on Exhibit "B".

b. CONSULTANT shall comply, and require any of its subcontractors to comply, with all laws and regulations including, without limitation, conflict of interest laws, such as Government Code 1090 et. seq., the California Political Reform Act (Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of CITY, CONSULTANT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) are in full compliance with all laws and regulations. CONSULTANT shall take, and require any subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CONSULTANT shall immediately notify CITY of these facts in writing.

c. CONSULTANT represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

d. Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any work on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any work pursuant to, any other contract in connection with this Project. CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract in connection with this Project unless such interest is fully disclosed to and approved by CITY, in advance and in writing.

11. Nondiscrimination. CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. During the performance of this Agreement, CONSULTANT agrees as follows:

a. CONSULTANT will comply with all laws and regulations, as applicable. No person in the United States shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

b. CONSULTANT will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation,

ethnicity, status as a disabled veteran or veteran of the Vietnam era. CONSULTANT shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such action 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. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

c. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

d. CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of CONSULTANT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12. Independent Contractor and Not a Partnership/Joint Venture.

a. In the furnishing of the services provided for herein, CONSULTANT is acting as an independent contractor. Neither CONSULTANT, nor any of its officers, associates, agents or employees shall be deemed an employee, partner or agent of CITY for any purpose. However, CITY shall retain the right to verify that CONSULTANT is performing its respective obligations in accordance with the terms hereof.

b. This Agreement does not evidence a partnership or joint venture between CONSULTANT and CITY. CONSULTANT shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, CONSULTANT shall bear its own costs/expenses in pursuit hereof.

13. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice.

14. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

15. Assignment.

a. This Agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights or obligations under this Agreement without the prior written approval of CITY. Any attempted assignment by CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by CITY.

b. CONSULTANT hereby agrees not to assign the payment of any monies due CONSULTANT from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due CONSULTANT directly to CONSULTANT.

16. Compliance With Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

17. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

18. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

19. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

20. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

21. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

22. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

23. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

24. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CONSULTANT.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
a municipal corporation

Moore, Iacofano, Goltsman, (MIG) Inc.,

David Healey  
Director  
Department of Public Works

By: David Healey  
Name: David Healey  
Title: P.W. Director

By: Tim Gilbert  
Name: Tim Gilbert  
Title: Principal

By: Susan Goltsman  
Name: SUSAN GOLTSMAN  
Title: principal

ATTEST:  
REBECCA E. KLISCH  
City Clerk

By: Elva Emmerville  
Deputy (7/17/06)

REVIEWED BY:

By: Robert Andersen  
Robert Andersen,  
Manager  
Department of Public Works

Addresses:

CITY:  
Attention: Andy Vanderford, Project  
Manager  
2600 Fresno Street, 4<sup>th</sup> Floor  
Fresno, CA 93721-3623  
Phone: 559-621-8699  
FAX: (559) 488-1045

CONSULTANT:  
Attention: Tim Gilbert, Principal  
800 Hearst Ave.  
Berkeley, CA 94710  
Phone: 510-845-7549  
FAX:

Attachments:

1. Exhibit "A" - Scope of Work
2. Exhibit "B" - Conflict of Interest Disclosure Form

# EXHIBIT "B"

## DISCLOSURE OF CONFLICT OF INTEREST

PROJECT TITLE

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?		✓
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?		✓
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?		✓
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?		✓
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?		✓
* If the answer to any question is yes, please explain in full.			

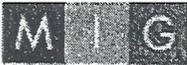
*Adele L. Terrano*  
Signature

Adele L. Terrano  
(name)

MIG, Inc  
(company)

800 Hearst Ave  
(address)

Berkeley CA 9470  
(city state zip)



MOORE IACOFANO GOLTSMAN, INC.

January 5, 2006

Alice Rodriguez  
Construction Specialist  
City of Fresno  
Facilities Management  
2101 G Street, building A  
Fresno, CA 93706

Subject: Proposal for the Development of an ADA Transition Plan for the City of Fresno

Dear Ms. Rodriguez:

Thank you for selecting Moore Iacofano Goltsman, Inc. (MIG) to assist the City with the preparation of facility surveys and an ADA Transition Plan.

Attached is a preliminary proposal that responds to the City's proposed process and structure for completing the facility surveys, reports, database and Transition Plan for city facilities.

If you have any questions or modifications to this proposal, please feel free to call me at (510) 845-7549.

Sincerely,  
Moore Iacofano Goltsman, Inc.

Tim Gilbert, ICC  
Principal

attachments

## WORK PLAN

MIG will assist the City in surveying the city-owned facilities outlined in the attached spreadsheet, identifying barriers, creating a database of the barriers in the surveyed facilities and creating a transition plan including cost estimates to address identified barriers.

### *Task 1: Conduct a Project Initiation Meeting*

Following the execution of a contract, MIG will meet with City staff to refine the proposed tasks and project schedule. The proposed method for prioritizing architectural barrier removal projects identified during the facility survey will be presented. MIG will work with City staff to identify and obtain all necessary documents and materials to support the self-evaluation process and access survey. The final report format and content will be reviewed and confirmed.

### *Task 2: Conduct Facility Surveys*

MIG will survey all exterior and interior features of the sites and buildings identified by the City. The survey will identify physical barriers in each facility that limit accessibility and compare each facility to the State Title 24 Building Code and the Federal ADA Accessibility Guidelines (ADAAG).

The survey will be accomplished using a team of MIG surveyors equipped with measuring devices, facility diagrams, and survey forms. Diagrammatic sketches of each site and building plan will be annotated during the survey process and will be included in the final report. The completed diagrams will indicate the location of architectural barriers, numbered to correspond to the completed survey checklist forms, and the facility report table of barriers. These annotated diagrams will assist in prioritizing barriers for removal. The diagrams will provide a visual reference for evaluating the physical and programmatic barriers posed by each architectural barrier.

For the survey instrument, MIG will use *The Accessibility Checklist* (MIG Communications). This survey instrument was developed by MIG and has been used by hundreds of cities and agencies across the country.

The elements and their related features addressed in the facility survey will include:

#### *Building and Site Features:*

- Parking Areas
- Passenger Loading Zones
- Curb Ramps
- Walks and Pedestrian Paths
- Ramps
- Stairs
- Hazards (overhanging and protruding objects)
- Doors and Gates
- Signs
- Drinking Fountains
- Telephones
- Building Levels and Lifts
- Elevators
- Turnstiles
- Transaction Counters

*Types of Spaces:*

- Corridors/Aisles
- Rooms
- Multiple User Restrooms
- Single User Restrooms
- Toilet Rooms
- Bathing Facilities
- Locker Rooms
- Libraries
- Kitchens/Kitchenettes
- Eating Areas/Vending
- Auditorium

- Swimming Pools/Wading Pools/Spas
- Picnic Areas
- Site Furnishings
- Fixed Benches
- Wood Stoves and Fireplaces
- Storage Facilities for Mobility Devices
- Utilities in Recreation Areas
- Camping Facilities
- View Areas/telescopes
- Outdoor rinsing Showers
- Beach Access Routes
- Outdoor Recreation Access Routes
- Play equipment Areas
- Fishing Piers and Platforms
- Boating Facilities

*Recreation Features*

- Game and sports Areas
- Grandstands/Bleachers

***Task 3: Prepare Facility Diagrams***

MIG will produce diagrammatic plans (8-1/2" x 11") of the exterior environments and building floor plans for all facilities to be included in the facility compliance assessment. The diagrams will be used to indicate the location of architectural barriers in the facility report.

***Deliverables: 8 1/2x11 reproducible diagrams for each facility.***

***City to provide: The City will provide existing blueprints, CAD files, emergency evacuation diagrams, or other graphics or information that portrays City facilities as a basis for the diagrams.***

***Task 4: Develop the Database and Facility Reports (Meeting #4)***

MIG will produce a facility report for each facility, detailing each item found to be in noncompliance. MIG will utilize a customized Microsoft Access database for recording data and generating reports. This reporting system has proven very cost effective in producing a useful summary of barriers.

MIG will provide the completed database and data to the City for its' sole use. This database is provided for the use of the City of Fresno only and cannot be copied, distributed, sold, or given to any other private or public entity.

The facility report for each site will include:

- ***Barrier Identification Table:*** A table will list each specific barrier encountered during the survey process. Barriers will be organized by architectural element and located by reference number on the facility diagram.
- ***Conceptual Solution:*** A feasible conceptual solution to resolving the barrier will be provided in text format.
- ***Cost Estimate:*** Planning level cost estimates will be provided for the removal of each

barrier.

- **Priority Level:** A column will be provided that identifies the priority for barrier removal.
- **Reference Diagram:** The report will include a reference drawing locating the barriers on a diagrammatic sketch of the facility as described in task 3.

In addition to the individual facility reports, the database will produce a summary report of barrier removal costs per facility. This summary will be used in the prioritization of citywide projects.

#### ***Task 5: Provide Staff Training for the Facility Database***

MIG will provide up to 40 hours of City staff database training during the first year following the delivery of the database.

#### ***Task 6: Conduct Prioritization Interviews***

MIG will conduct interviews with City staff responsible for each facility to review the architectural barriers encountered during the survey. Each barrier will be ranked according to priority for barrier removal based on the system presented during Task 1. MIG will meet with management staff to develop City-wide priorities for barrier removal. MIG will revise the facility reports to reflect the priorities assigned.

#### ***Task 7: Prepare the Draft Transition Plan***

Based on the compliance assessment, MIG will prepare a draft transition plan for the City. The plan will include:

- **Executive Summary:** An executive summary will describe the project purpose, process, and most significant findings;
- **Facility Reports:** A detailed facility report will be provided for each facility.
- **Schedule and costs for each facility included in the Transition Plan.**

MIG will provide one (1) camera-ready copy of the report to City staff for copying and distribution.

#### ***Task 8: Present the Draft Transition Plan to the ADA Advisory Council (Meeting #5)***

MIG will present the Draft Transition Plan to the ADA Advisory Council including a description of the process, tools, and staffing utilized to produce the Plan.

#### ***Task 9: Prepare the Final Transition Plan***

Following review by the City, MIG will edit the draft plan and prepare the final plan for presentation. MIG will provide one (1) camera-ready copy of the transition plan to City staff for copying and distribution.

**Task 10: Presentation of the Final Transition Plan to City Council (Meeting #6)**

Following review by the City staff, MIG will present the final Plan to City Council.

**Task 11: Project Meetings (6) and Project Management**

MIG will attend up to six project meetings to review work products and plan project logistics. Additional meetings with City Council, Commissions, Committees or staff will be considered extra services.

**PRELIMINARY BUDGET AND SCHEDULE**

The preliminary budget estimate attached to the end of the proposal represents our cost proposal for developing the Surveys and Transition Plan. This budget is presented in spreadsheet format, detailing for each task the hours by staff level and direct costs. Hourly rates by staff level are also presented.

**FEE PROPOSAL**  
**CITY OF FRESNO ADA CONSULTING**

Tasks					
Task 1: Conduct a Project Initiation Meeting					
Task 2: Conduct Facility Surveys	18				
Task 3: Prepare Facility Diagrams					
Task 4: Develop the Database		\$8,450	\$44,000	\$2,350	
Task 5: Provide Staff Training		\$550			
Task 6: Conduct Public Hearings		\$1,000	\$9,000	\$300	
Task 7: Prepare Final Report		\$300	\$150		
Task 8: Prepare Final Report					
<b>Total</b>		\$2,250	\$13,350	\$7,500	\$10,200
			\$34,800	\$8,600	\$53,000
					\$2,650

**PROJECT SCHEDULE**

**CITY OF FRESNO ADA CONSULTING**

Tasks	Months							
	1	2	3	4	5	6	7	8
<b>PHASE I</b>								
<i>Task 1: Conduct a Project Initiation Meeting</i>	■							
<i>Task 2: Conduct Facility Surveys</i>		■	■	■				
<i>Task 3: Prepare Facility Diagrams</i>			■	■	■			
<i>Task 4: Develop the Database and Facility Reports</i>		■	■	■	■			
<i>Task 5: Provide Staff Training for the Facility Database</i>					■			
<i>Task 6: Conduct Prioritization Interviews</i>						■		
<i>Task 7: Prepare the Draft Transition Plan</i>							■	
<i>Task 8: Present the Draft Transition Plan to the ADA Advisory Council</i>								■
<i>Task 9: Prepare the Final Transition Plan</i>								■
<i>Task 10: Presentation of the Final Transition Plan to City Council</i>								■
<i>Task 11: Project Meetings (6) and Project Management</i>								■

CITY OF FRESNO  
Facility Survey Cost Estimates

Facility	Address	Est. Total Sq. Ftg.	Est. Sq. Ftg. Accessed by Public	Estimated Survey Staff Time Costs Only
General Oversight, Database Development, City Staff Training				See attached spreadsheet
City Hall	2600 Fresno Street	201,000	120,000	\$ 7,500
City Hall Annex	2326 Fresno Street	54,000	29,000	\$ 3,500
Fresno Area Express (FAX) Administration Building	2223 G Street	73,000	35,000	\$ 4,000
Municipal Service Center (MSC) Facilities/Purchasing	2101 G Street, Bldg. A	9,500	5,000	\$ 2,000
Memorial Auditorium	2425 Fresno Street	72,000	58,000	\$ 4,000
Ted C. Wills Community Center	770 N. San Pablo	30,000	25,000	\$ 3,500
Parking Garage No. 8	1077 Van Ness Avenue (underground)	400,000		\$ 1,500
Police Department Headquarters	2323 Mariposa	47,000	37,000	\$ 4,000
Public Utilities UBC Satellite Collection Facility	Manchester Center Shields & Blackstone	2,000	800	\$ 1,000
Municipal Service Center (MSC) Solid Waste Administration	2101 G Street, Bldg. S2	5,000	4,000	\$ 2,000
Mosqueda Community Center	4670 E. Butler	17,000	15,000	\$ 3,000
Chaffee Zoo (Entrance & Restrooms only)	894 W. Belmont	10,000	10,000	\$ 3,000
Public Utilities - Water Admin.	1910 University Avenue			\$ 1,000
Fresno Yosemite Int'l Airport (FYI) Administration Building	4995 E. Clinton Way	19,000	5,000	\$ 2,000
Chandler Airport Terminal Bldg.	510 E. Kearny	10,000	5,000	\$ 2,000
Estimated Survey Costs Only:				\$ 44,000