

CITY OF SAN PABLO
AGREEMENT FOR CONSULTING SERVICES
Project No.0001/ Agreement No. 01

THIS AGREEMENT ("**Agreement**"), effective the 21st day of April, 2025 ("**Effective Date**"), is by and between the City of San Pablo, a municipal corporation organized and existing under the laws of the State of California, ("**City**"), and Sally Swanson Architects, Inc., a California corporation, ("**Consultant**") (individually, a "**Party**," and collectively, the "**Parties**").

RECITALS

WHEREAS, the City desires to engage a consultant to provide assessment and evaluation services related to compliance with the Americans with Disabilities Act ("ADA") for existing City facilities and sidewalks ("**Services**") as further set forth in this Agreement;

WHEREAS, the City desires to engage a consultant who will act at all times in the City's best interest and will respect the trust and confidence placed in that consultant by the City; and

WHEREAS, Consultant has represented to City that Consultant has the special training, skill, competence and expertise necessary to provide the Services needed by the City; desires to enter into this Agreement with the City as an independent contractor; and is willing to provide the Services on the following terms and conditions.

NOW, THEREFORE, Consultant and the City agree as follows:

TERMS AND CONDITIONS

(1) Scope of Services.

A. **Scope of Services.** Consultant agrees to provide the Services to the City as specified in, collectively, the scope of services set forth in the City's Request for Proposals, dated February 11, 2025 and any addenda thereto ("**RFP**"), attached as **Exhibit A** and incorporated herein, and the scope of services set forth in Consultant's proposal dated March 13th, 2025 ("**Proposal**"), attached as **Exhibit B** and incorporated herein. In the event of any conflict or inconsistency between any of the terms of the RFP, the Proposal, and this Agreement, the terms most favorable to the City will prevail. Any services not encompassed in this Section (1) are additional services ("**Additional Services**") subject to prior written authorization by the City, as further specified below in Section (3), "Additional Services."

B. **Quality of Performance.** Consultant will provide the Services and any authorized Additional Services in accordance with the standards of its profession; in accordance with the terms, conditions, and objectives of this Agreement; and in a manner satisfactory to the City Manager or his or her authorized delegee ("**City Manager**"). Consultant represents that it possesses the necessary skills, background, and licenses to perform the Services or Additional Services. Consultant is solely responsible for the quality and suitability of the Services it provides pursuant to this Agreement. If, during the course of this Agreement, the City Manager notifies Consultant that the Services are not satisfactory, in whole or in part, Consultant will promptly take the corrective action required by the City Manager, at no extra cost to the City. Failure to promptly take such corrective action constitutes a material breach of this Agreement and cause for termination in the City's discretion. This standard of care will not be construed to impose a mandatory duty on the City within the meaning of Government Code section 815.6. The City's

acceptance of Services performed under this Agreement will not operate to waive or release Consultant's obligation under this paragraph.

C. **COVID-19 Pandemic.** All City of San Pablo programs and services must be in compliance with current health orders issued by Contra Costa County Health Services. Consultant shall comply with these requirements and contact City staff immediately if there is any issue with compliance. In addition, the City requires all contractors/consultants providing services at City facilities or City worksites to comply with all City's current COVID policies on-site as they may be amended from time to time.

D. **Time is of the Essence.** In the performance of this Agreement, time is of the essence. Consultant must be available to begin providing the Services upon the Effective Date of this Agreement, and must complete the Services within the time specified in Section (4), "Effective Date and Term."

E. **Primary Service Provider.** The City has approved of Sally Swanson as Consultant's primary provider of the Services under this Agreement, and no other person will be accepted as the primary provider of the Services without the City's prior written consent.

F. **Labor Code Compliance.** If the Services are "public works" services as defined in Labor Code section 1720 et seq. and the Agreement is for an amount greater than \$1,000, the Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, beginning at section 1720, and the related regulations, including but not limited to requirements pertaining to wages, working hours and workers' compensation insurance. Consultant must also post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4.

1. **Prevailing Wages:** Each worker performing Services under this Agreement that is covered under Labor Code section 1720 or 1720.9, must be paid at a rate not less than the prevailing wage as defined in sections 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Consultant and any subconsultant will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.
2. **Working Day:** Pursuant to Labor Code section 1810, eight hours of labor consists of a legal day's work. Pursuant to Labor Code section 1813, Consultant will forfeit to City as a penalty the sum of \$25 for each day during which a worker employed by Consultant or any subconsultant is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code section 1815. All Services must be carried out during regular City working days and hours unless otherwise specified in the scope of services or authorized in writing by City.
3. **Payroll Records:** Consultant and its subconsultants must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and all implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, Consultant and its subconsultants must certify under penalty of perjury that the information in the record is true and correct, and

that it has complied with the requirements of Labor Code sections 1771, 1811, and 1815. Unless the Agreement is for an amount under \$25,000, Consultant must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.

4. **Apprentices:** If the amount of the Agreement is \$30,000 or more, Consultant must comply with the apprenticeship requirements in Labor Code section 1777.5.
5. **DIR Monitoring, Enforcement, and Registration:** The Services are subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code section 1725.5, and, subject to the exception set forth below, Consultant and any subconsultants must be registered with the DIR to perform public works projects. The registration requirements of Labor Code section 1725.5 do not apply if the Agreement is for an amount under \$25,000.

(2) Compensation. As full compensation for the satisfactory and timely performance of the Services as specified in Section (1), "Scope of Services," and the attached exhibits, City hereby agrees to pay Consultant a sum not to exceed **One Hundred Sixty-Five Thousand Five Hundred Twenty-Five Dollars (\$165,525).**

Consultant will be paid all undisputed amounts within thirty (30) days of City's receipt of detailed invoices for Services provided to the City Manager's satisfaction during the preceding calendar month. Invoices must include all of the information contained in Section (7), "Billings," below. Each invoice must be signed by an authorized representative of Consultant, verifying that the invoiced Services have been performed. Consultant will not be entitled to compensation for Additional Services, as defined below in Section (3), unless authorized by City in writing in advance, and memorialized in an amendment to this Agreement executed by the authorized representatives of each Party. This Section (2) supersedes any conflicting or inconsistent provisions in the Proposal.

(3) Additional Services. In addition to the Services included in Section (1), "Scope of Services," the Parties may from time to time agree that Consultant will provide Additional Services for additional compensation, as authorized by the City Manager. The nature and scope of the Additional Services, including the time for performance and terms for mutually agreeable additional compensation must be memorialized in a writing, executed by both Parties, as further specified in Section (25), "Amendments," before Consultant may begin providing the Additional Services. Consultant will not be entitled to compensation for any Additional Services performed without a written amendment to include the Additional Services in this Agreement. If Consultant believes that services that it is directed to perform by City are not included in Section (1), "Scope of Services," Consultant will promptly notify the City in writing of the basis for this belief. If the City agrees that the subject services are not included in Section (1), "Scope of Services," the Parties will promptly execute a writing to authorize the services as Additional Services for mutually agreed-upon additional compensation. Except as otherwise specified in the written authorization, all Additional Services are subject to the same terms and conditions as all Services under this Agreement, including, billing, record-keeping, reporting, insurance, indemnity, and compliance with all applicable laws and standards.

(4) Effective Date and Term. The term of this Agreement ("**Term**") begins on the Effective Date set forth above, and expires on **December 31, 2025**. If the Term expires later than the end of the City's fiscal year, the continuation of the Term into the next fiscal year will be contingent upon the City's lawful encumbrance or appropriation of new funds for the Agreement.

(5) **Assignment and Subcontracting.** A substantial inducement to City for entering into this Agreement was, and is, the reputation and competence of Consultant. The assignment or subcontracting of this Agreement by Consultant, or any interest therein, is prohibited without the prior written approval of the City Manager. The City has authorized Consultant to use the following Subconsultants/Subcontractors as specified:

<u>Subconsultant/Subcontractor Name</u>	<u>Subconsultant/Subcontractor Services</u>
<u>None</u>	<u>None</u>

(6) **Independent Contractor Status.** It is expressly understood and agreed by the Parties that Consultant, while providing Services pursuant to this Agreement, is an independent contractor and not an employee of the City. Consultant is solely responsible for the means and methods by which it provides the Services. Consultant is solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant is solely responsible for its own acts and those of its agents and employees during the Term of this Agreement. Consultant will not represent, at any time or in any manner, that Consultant is an employee of the City. Consultant will exercise its judgment in recommending to City the methods by which to accomplish City's objectives and needs. Consultant acknowledges that the City will provide no training. Consultant will provide whatever tools and materials that are necessary to complete a client engagement. Consultant is free to accept, and has accepted in the past, other client engagements. Consultant is responsible for purchasing, bringing, providing, and controlling any and all equipment, tools, instruments, etc. needed for completion of the Services set forth herein, as well as for maintenance and use of such equipment. It is understood that Consultant is hired on a temporary basis only, and that if the City and/or Consultant desires to continue Consultant's services after expiration of the Term or termination of this Agreement, Consultant must enter into a new agreement.

(7) **Billings.** Consultant's invoices must include the following information: (a) a brief description of Services performed, including any Additional Services; (b) the date the Services were performed; (c) the number of hours spent and by whom; (d) the current Agreement not-to-exceed amount; (e) the amount previously billed; (f) the total paid to date; (g) the outstanding balance due, if any; (h) the current invoice amount; (i) total amount billed against the Agreement to date; (j) the remaining balance of the not-to-exceed amount; and (k) the Consultant's signature. Except as specifically authorized by City, Consultant will not bill City for duplicate Services performed by more than one person. Consultant may not submit any billing for an amount in excess of the maximum amount of compensation authorized in Sections (2) and (3), above. Consultant is solely responsible for its office and overhead costs, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by Consultant in the performance of this Agreement.

(8) **Advice and Status Reporting.** Consultant will provide the City with timely reports, orally or in writing, of all significant developments arising during performance of its Services, and provide the City with information as is necessary to enable City to monitor the performance of this Agreement, including statements and data demonstrating the effectiveness of the Services provided in achieving the City's express goals and objectives. The City may withhold payments otherwise due to Consultant pending timely delivery of all such reports and information.

Consultant will promptly notify the City Manager of any matters that could adversely affect Consultant's ability or eligibility to continue to provide Services under this Agreement.

(9) **Retention of Records.** Consultant's complete files, including all records, employee time sheets, and correspondence pertaining to the Services will be available for review by the City upon request, and copies of pertinent reports and correspondence will be furnished for the City's files upon request by the City. Consultant will maintain adequate documentation to substantiate all charges for hours and materials charged to City under this Agreement. Consultant will maintain the records and any other records related to the Services or this Agreement and will allow City access to such records for a period of four years after the expiration of the Term or termination of the Agreement. At City's request, or upon expiration or termination of this Agreement, Consultant will return to City all plans, maps, cost estimates, project financial records, reports, and related documents. All research information, plans, diagrams, financial records, reports, cost estimates or other documents prepared or obtained under the terms of this Agreement will be delivered to and become the property of the City and all data prepared or obtained under this Agreement will be made available, upon request, to the City without restrictions or limitations on their use. This Section (9) will survive expiration of the Term or termination of the Agreement.

(10) **Written Reports and Documents.** In accordance with Government Code section 7550, if the total compensation paid to Consultant under this Agreement exceeds \$5,000, any document or written report prepared by Consultant for or under the direction of City will contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. When multiple documents or reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or reports.

(11) **Record and Fiscal Control System.** Consultant will maintain its financial records and fiscal control systems in a commercially reasonable manner. Consultant will maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment taxes (including Social Security), unemployment compensation, worker's compensation and other taxes as may be due. Consultant will maintain an effective system of internal control to assure that funds provided through the City are used solely for authorized purposes.

(12) **Access to Records; Audits.** The City will have access at any time during normal business hours and as often as necessary to any bank account and books, records, documents, accounts, files, reports, and other property and papers of Consultant relating to the Services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.

(13) **Consultant's Testimony.** Unless the Services include serving as an expert witness, Consultant agrees to consult with City and testify at City's request at no additional cost other than normal witness fees if litigation is brought against City in connection with Consultant's Services. This Section (13) will survive expiration of the Term or termination of the Agreement.

(14) **Assignment of Personnel.** Consultant will only assign competent and qualified personnel to perform the Services. If City asks Consultant to remove a person assigned to the

Services, Consultant agrees to do so immediately regardless of the reason, or the lack of a reason, for City's request.

(15) **Insurance.** Before it may begin performing Services under this Agreement, Consultant must procure and provide proof of the insurance coverage and endorsements required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Consultant and its subconsultants or subcontractors relating to or arising from the performance of the Services, and must remain in full force and effect at all times during the Term of the Agreement. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better. If Consultant fails to provide any of the required coverage in full compliance with the requirements of this Agreement, City may, at its sole discretion and in addition to any other remedies, purchase such coverage at Consultant's expense and deduct the cost from payments due to Consultant, suspend performance of the Services under the Agreement, or terminate Consultant for default. The procurement of the required insurance will not be construed to limit Consultant's liability under this Agreement or to fulfill Consultant's indemnification obligations under this Agreement. If coverage limits carried by Consultant exceed the minimum limits specified below, the higher limits will be deemed to be required by this Agreement.

A. **Policies and Limits.** Consultant must procure and maintain the following insurance policies and limits at all times during the Term of this Agreement:

1. **Commercial General Liability Insurance ("CGL"):** The CGL policy must be issued on an occurrence basis, written on a comprehensive general liability form (CG 00 01), and must include coverage for liability arising from the operations of Consultant or its subconsultants or subcontractors in the performance of the Services, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$2,000,000.00 per occurrence. General aggregate limit shall be twice the required occurrence limit. The CGL coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth herein.
2. **Automobile Liability:** The automobile liability policy must provide coverage of at least \$1,000,000.00 combined single-limit per accident for bodily injury, death or property damage.
3. **Workers' Compensation Insurance and Employer's Liability:** If the Consultant has employees, the policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, providing coverage of at least \$1,000,000.00, or as otherwise required by law.
4. **Professional Liability:** The professional liability insurance policy must insure against the Consultant's errors and omissions in the provision of Services under this Agreement, in an amount not less than \$1,000,000.00 combined single limit. Any deductible or self-insured retention may not exceed \$50,000. The professional liability policy must include prior acts coverage sufficient to cover all Services provided by the Consultant for this Agreement, and the coverage must continue in effect for five years following final payment to Consultant. The following provisions

apply if the professional liability policy is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be on or before the Effective Date of the Agreement.
- b. The insurance must be maintained and evidence of insurance must be provided for a continuous period of at least five years following expiration of the Term or termination of the Agreement, whichever occurs first.
- c. If the coverage is canceled or not renewed and is not replaced with another claims-made policy form with a retroactive date that is on or before the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years following expiration of the Term or termination of the Agreement, whichever occurs first. The City has the right to procure, at Consultant's cost, any extended reporting provisions of the policy if the Consultant cancels or fails to renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City before Consultant may begin performing Services under this Agreement.

B. **Required Endorsements.** The insurance provided by Consultant must include the following endorsements as specified below. The endorsements must be executed by a person authorized to bind the issuing insurer. The endorsements are to be provided on forms provided, specified, or approved by the City. As an alternative to the City's forms, the Consultant's insurer(s) may provide complete copies of all required insurance policies, including endorsements.

1. **Additional Insured Endorsements:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The City, its officers, officials, employees, and volunteers ("**Additional Insureds**") will be covered as additional insureds with respect to all covered liability. This must be provided in the form of an additional insured endorsement to the Consultant's insurance policy, using form CG 20 10 11 85, forms CG 20 10 10 01 and GC 20 37 10 01, or equivalent approved by the City. For design professionals form CG 20 07 may be used. Alternatively, the additional insured endorsement may be provided as a separate owner's policy that complies with all of the requirements set forth in this Section 15.
- b. The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the policies will apply as though separate policies have been issued to each of the Additional Insureds.
- c. The insurance provided by the Consultant is primary and no insurance or self-insurance held or owned by any of the Additional Insureds may be called upon to contribute to a loss or defense.
- d. Any failure by Consultant to comply with the reporting requirements for a policy will not affect nor abridge the coverage provided for any Additional Insureds.

- e. The coverage or endorsement will not contain any limitations on the scope of protection available to the Additional Insureds.
- 2. **Notice:** Each insurance policy required by this clause must provide or be endorsed to state that coverage will not be reduced, canceled, or allowed to expire without at least thirty (30) days written notice to the City, unless due to non-payment of premiums, in which case ten (10) days written notice is required.
- 3. **Waiver of Subrogation:** Each required policy must include an endorsement providing that the insurer will waive any right of subrogation it may have against the City. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss.

C. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions for the required insurance policies are subject to prior approval by the City Manager. Before beginning performance of the Services, Consultant must disclose the amounts of the deductibles and self-insured retentions that apply to the required policies. If the City Manager determines that the deductible or self-insured retention for any required policy is unacceptably high, at the option of City, (1) the insurer must reduce or eliminate the deductible or self-insured retention with respect to the Additional Insureds, or (2) the Consultant must provide a bond or financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. During the Term of this Agreement, Consultant may not increase any deductibles or self-insured retentions with respect to the Additional Insureds, without the prior written consent of the City Manager. The City Manager may condition such consent upon the Consultant procuring a bond or financial guarantee that is satisfactory in form to the City, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. **Subconsultants or Subcontractors.** Consultant must ensure that each subconsultant or subcontractor is required to maintain the same insurance coverage required for Consultant under this Section (15), with respect to its performance of Services, including the required endorsements. Consultant must confirm that each subconsultant or subcontractor has complied with these insurance requirements before the subconsultant or subcontractor is permitted to begin Services under this Agreement. Upon request by the City, Consultant must provide certificates and endorsements submitted by each subconsultant or subcontractor to prove compliance with this requirement. The insurance requirements for subconsultants or subcontractors do not replace or limit the Consultant insurance obligations.

(16) Indemnification. The terms and conditions set forth in subsection 16(A), below, are applicable to this Agreement if the Services to be provided by Consultant are not “design professional” services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services). The terms and conditions set forth in subsection 16(B), below, are applicable to this Agreement if the Services to be provided by Consultant are “design professional” services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services).

A. **Indemnification by Non-Design Professionals.** Consultant shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the City) and hold harmless City, and its employees, officials, volunteers and agents ("**Indemnified Parties**") from and against any and all losses, claims, damages, costs and liability of every nature arising out of or resulting from the performance of this Agreement by Consultant, its officers, employees,

agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or willful misconduct of City. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

1. The duty to defend is a separate and distinct obligation from the Consultant's duty to indemnify. The Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its directors, officers, and employees, immediately upon tender to the Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an Indemnified Party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs.

2. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("**PERS**") to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

3. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.

4. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

5. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

B. Indemnification by Design Professionals. Consistent with California Civil Code section 2782.8 ("**section 2782.8**"), when the Services to be provided under this Agreement are to be performed by a "design professional," as that term is defined under section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, defend and hold harmless City, and its employees, officials, volunteers and agents ("**Indemnified Parties**") from and against any and all losses, claims, damages, costs and liability of every nature, including reasonable attorneys' fees and costs, to the extent caused in whole or in part by any negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, subconsultants or subcontractors in

performance of the Services under this Agreement, but excluding the sole or active negligence or willful misconduct of one or more of the Indemnified Parties. Defense costs shall not exceed Consultant's proportionate percentage of fault, except as set forth in section 2782.8.

1. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("**PERS**") to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

2. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.

3. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

4. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

(17) Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the Term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations. Consultant, its subconsultants, and subcontractors, will obtain and maintain a City of San Pablo Business License at all times during the Term of this Agreement.

(18) Employment Practices.

A. **Employment of Local Residents.** Pursuant to the San Pablo Economic Opportunity Policy, the Consultant and any subcontractors shall contact the San Pablo Economic Development Corporation ("**EDC**") at info@sanpabloedc.org or 510-215-3200, at least ten business days prior to hiring or staffing for fulfillment of the Agreement, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three business days. "**Local Resident**" means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of San Pablo as of the relevant hiring date, with "domiciled" as defined by Section 349(b) of the California Election Code. Discrimination against Local Residents on the basis of their local status is prohibited.

B. **Compliance With Law.** Consultant represents that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity

employment. Consultant shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (“ADA”) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing Services and providing services under this Agreement, Consultant shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders, and directions of their respective administrative agencies and the officers thereof.

(19) Local Subcontracting – Outreach. Consultant shall contact the EDC at info@sanpabloedc.org or 510-215-3200) at least two weeks prior to any subcontract award, providing notice and details regarding subcontracting opportunity. The EDC shall notify qualified local businesses of subcontracting opportunities, and provide technical assistance to qualified local businesses during the subcontracting bidding process.

(20) Termination.

A. Termination for Convenience. City may terminate this Agreement at its sole discretion at any time prior to expiration of the Term or completion by the Consultant of the Services required hereunder. Notice of termination of this Agreement shall be given in writing to the Consultant, and shall be sufficient and complete when same is deposited in the United States Mail, postage prepaid and certified, address as set forth below in Section (37), “Notices.” The Agreement shall be terminated upon the date set forth in the City’s Notice of Termination. If the City terminates this Agreement, the Consultant shall be compensated for all Services satisfactorily performed prior to the time of receipt of cancellation notice, and shall be compensated for materials ordered by the Consultant or its employees, or services of others ordered by the Consultant or its employees, prior to receipt of notice of cancellation whether or not such materials or final instruments of service of others have actually been delivered, provided that the Consultant or its employees are not able to cancel such orders for materials or services of others. Compensation for the Consultant in the event of cancellation shall be determined by City in accordance with the percentage of Services completed and agreed to by the Consultant. In the event of cancellation, all notes, sketches, computations, drawings, and specifications or other data, whether complete or not, remain the property of the City. The City may make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

B. Termination for Cause. City may terminate this Agreement for cause by providing Consultant with one day’s written notice of such termination if Consultant violates any of the terms and conditions of this Agreement. In City’s discretion and at City’s option, such termination for cause may alternatively be accomplished, where Consultant fails to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, within seven days after receipt of the notice of such default. Upon City’s termination of this Agreement for cause, City reserves the right to complete the Services by whatever means City deems expedient and the expense of completing such Services, as well as any and all damages to the extent caused by the negligent acts, intentional acts or errors or omissions of the Consultant, shall be charged to the Consultant.

C. Immediate Termination. City may terminate this Agreement immediately in any case where the Consultant engages in fraudulent or criminal activities while performing the Services, or is otherwise determined to lack the necessary skills to accomplish the desired objectives.

(21) Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this Agreement shall be the property of the City at the moment of their completed preparation. All materials and records of a preliminary nature such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.

(22) Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the Parties to amend the terms and conditions of this Agreement.

(23) Abandonment by Consultant. In the event the Consultant ceases performing Services under this Agreement or otherwise abandons the Agreement prior to completing all of the Services, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this Agreement, and shall be paid for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment. Consultant agrees to be financially responsible and to compensate City for any costs incurred by City in retaining the services of another to replace Consultant, but only to the extent that the costs of retaining the replacement exceed what remaining amounts would have been paid to Consultant under the Agreement had Consultant completed the Services.

(24) 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.

(25) No Third-Party Rights. The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein.

(26) Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either Party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

(27) Compliance with Laws. In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States, the State of California, and City ordinances. Consultant warrants that all Services done under this Agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

(28) **Controlling Law and Venue.** This Agreement and all matters relating to it shall be governed by the laws of the State of California, and venue for any legal action arising from or relating to this Agreement will be in the Superior Court of Contra Costa County, and no other place. Consultant hereby waives the removal provisions of Code of Civil Procedure section 394.

(29) **Breach.** In the event that Consultant fails to perform any of the Services described in this Agreement or otherwise breaches the Agreement, City shall have the right to pursue all remedies provided by law and equity. Neither payment by the City nor performance by Consultant shall be construed as a waiver of either Party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter. In the event of any suit, action or proceeding brought by either Party for breach of any term hereof or to enforce any provision hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees.

(30) **Inspection by Other Agencies.** Authorized representatives of the Federal Government, the California Department of Transportation, or other government agencies which provide grant funding (if any) for this Agreement and the City have the right to inspect Consultant's performance of the Services, files, and work product.

(31) **Conflict of Interest.** Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Gov. Code section 81000 et seq.) respecting this Agreement. Where City Manager determines, based on facts provided by City staff, that Consultant meets the criteria of section 18701 of the FPPC regulations, the individual providing services under this Agreement shall be considered a "designated employee" under the City's conflict of interest code, and shall be required to complete FPPC Form 700 regarding his or her economic interests in a timely manner.

(32) **Copyright.** Upon City's request, Consultant shall execute appropriate documents to assign to the City the copyright to work created pursuant to this Agreement. The issuance of a patent or copyright to Consultant or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this Agreement. City reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by City shall continue for a period of fifty years from the Effective Date unless extended by operation of law or otherwise.

(33) **Whole Agreement.** This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

(34) **Authority of Parties.** Each of the signatories to this Agreement warrants that he or she has the authority to enter into and execute this Agreement and to bind the entity or entities on whose behalf they sign.

(35) **Counterparts.** This Agreement may be executed in duplicate counterparts.

(36) **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of the City Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document.

(37) **Notices.** Notices required by this Agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Consultant: Sally Swanson, AIA, Principal-in-Charge
Sally Swanson Architects, Inc.
100 Bush Street, Suite 1625
San Francisco, CA 94104

To the City: City Manager, City of San Pablo
San Pablo City Hall
1000 Gateway Avenue
San Pablo, CA 94806

Each Party shall provide the other Party with telephone and written notice of any change in address as soon as practicable. Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

(38) **Federal Funding Requirements (if applicable).** If this Agreement is subject to federal funding, in whole or in part, it must comply with the uniform federal award procurement requirements set forth in 2 CFR §§ 200.318 – 200.327, as may be amended from time to time, and contain the applicable provisions described in Appendix II to Part 200 – *Contract Provisions for non-Federal Entity Contracts Under Federal Awards*, which are attached to this Agreement as Exhibit C. In the event of a conflict or inconsistency between Exhibit C, Exhibit D, if applicable, and this Agreement, Exhibit C will control.

☐ This Agreement is subject to federal funding. See Exhibit C.
☒ This Agreement is not subject to federal funding.

(39) **Caltrans Funding Requirements (if applicable).** If this Agreement is for architectural and/or engineering services subject to reimbursement or funding, in whole or in part, by Caltrans and administered under the Local Assistance Procedures Manual (“LAPM”), it must include the provisions set forth in Exhibit D, *Mandatory Fiscal and Federal Provisions for Architectural and Engineering Consultant Contracts Subject to Caltrans Funding*. In the event of any conflict or inconsistency between Exhibit D and this Agreement, Exhibit D will control.

☐ This Agreement is subject to funding by Caltrans. See Exhibit D.
☒ This Agreement is not subject to funding by Caltrans.

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the City, by its City Manager, who is authorized to do so, has executed this Agreement.

APPROVED AS TO FORM:

CITY OF SAN PABLO
A Municipal Corporation

By _____
Brian P. Hickey, City Attorney

By _____
Matt Rodriguez, City Manager

Date signed: _____

Date signed: _____

SALLY SWANSON ARCHITECTS, INC.

By _____
Sally Swanson, AIA, Principal-in-Charge

Date signed: _____

ATTEST:

By _____
Dorothy Gantt, City Clerk

Date signed: _____

Attachments: Exhibit A: Request for Proposals, dated 2/11/2025
 Exhibit B: Consultant's Proposal, dated 3/11/2025

Exhibit A
Request for Proposals dated February 11, 2025



CITY^{OF} SAN PABLO
City of New Directions

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

REQUEST FOR PROPOSALS

ADA Transition Plan – 2025 Update (Project 0001)

Consulting Services

February 11, 2025

***Proposals Must Be Received By:
Thursday, March 13, 2025 by 4:00 p.m.***

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A. INTRODUCTION

1. About San Pablo

San Pablo is located in West Contra Costa County off Interstate 80, minutes away from the Bay Area cultural centers of Berkeley, Oakland and San Francisco. Interstate 80 is the principal arterial route between the Bay Area and Sacramento. The City of San Pablo is nestled between the cities of Pinole and Richmond and by the neighboring cities of El Cerrito and Hercules. Historically one of the oldest Spanish settlements in the region, San Pablo has become a thriving residential and business community with a population of about 32,000 in an area of approximately two and one-half square miles. Additional information about the City can be obtained from the City of San Pablo website: www.sanpabloca.gov.

2. Purpose for Request for Proposals

The City of San Pablo ("City") invites consultants to submit proposals in response to this Request for Proposals ("RFP"). The City seeks proposals for Consulting Services for a **ADA Transition Plan – 2025 Update** (Project No. 0001). Professional disciplines expected to be involved with the project include, but are not limited to: Civil Engineers, Architects, and Certified Access Specialists (CASP). Please see **Consultant Services** (Section B, Item #3) for full description of services required.

B. SCOPE OF WORK

1. Project Description

The City of San Pablo wishes to hire a Consulting Firm for the preparation of a report evaluating compliance with the Americans with Disabilities Act (ADA) for the exterior of all City owned facilities including buildings, parks, and roadways. Within the City Boundary, the project will exclude State right of way related to Interstate Highway 80.

2. Project Background

The City is requesting a comprehensive evaluation of its facilities in order to identify and prioritize access issues for implementation, as part of the capital improvement program.

3. Consultant Services

The Consultant selected shall provide all services necessary to provide a complete study and evaluation of all City owned facilities, parks, buildings, and roadways for compliance with ADA requirements. Specifically, the Consultant selected will be required to complete the following tasks:

- a. Project Management.
- b. Perform site inspections and measurements with documentation.
- c. Prepare a written report identifying deficiencies.
- d. Prepare maps/drawings/diagrams of facilities inspected.
- e. Prepare spreadsheets summarizing each facility inspected and findings.
- f. Prepare cost estimates for recommended improvements.

4. Pre-Proposal Meeting

A non-mandatory Pre-Proposal Meeting has been scheduled for February 27, 2025, at 11:00 a.m., at San Pablo City Hall, 1000 Gateway Avenue, San Pablo, CA 94806. Proposers are encouraged to attend for review of the Project and Proposal requirements.

C. PROPOSAL REQUIREMENTS

Each Proposal must be submitted in compliance with the requirements of this RFP. The City may, acting in its sole discretion, elect to reject any Proposal that it determines to be nonresponsive. It reserves the right, but not the obligation, to waive any immaterial irregularities. Clarity and brevity are preferable to volume, submittals shall be limited to 25 pages, excluding proposal cover, cover letter, table of contents, and dividers. Each Proposal must include the following, organized as Sections A through K:

A. Letter of Interest/ Cover Letter

A letter of interest/cover letter must be provided transmitting the firm(s) submittal for consideration. The letter of interest/cover letter must be signed by the person authorized to negotiate a contract for proposed services with the City on behalf of the team.

B. Organization Chart/ Personnel

Submittals must provide an organization or personnel chart to delineate communication, coordination and hierarchical structure of the project team.

C. Firm(s) Statement of Qualifications

Provide the qualifications and experience of the firm(s) proposed for the project in the submittal. This should include information describing the team's experience with:

- a. ADA Access Studies for municipal agencies.
- b. Current practices, standards and guidance.

D. Staff Statement of Qualifications or Resumes

Provide the qualifications and resumes of key personnel proposed for the project in the submittal. In this section, identify similar/related projects that key members of the submittal have worked on. *Note: key team members identified in the submittal shall not change in the executed contract unless notified and approved by the City.*

E. Project Management and Staff Availability

Consultant should have one individual who will function as the main coordinator and point of contact; he/she will oversee project updates under the direction of City staff. This person will monitor timelines, review and evaluate products, ensure quality control and assist in facilitating meetings. Any substitutes of staff after submittal is received must be provided in writing and approved by the City if the contract is awarded.

F. Project Approach

In three pages or less, describe the Consultant's proposed approach to this project. The approach should identify how the consultant will ensure to meet the required delivery

schedule and be flexible to potential changes in scope (while still meeting the required delivery schedule).

G. Schedule of Work

The schedule of work must be included in the submittal in order to demonstrate Consultants ability to accomplish all Project deadlines. The schedule of work must include milestones for deliverables of each required aspect. All tasks including deliverables of each sub-consultant must meet set individual deadlines and overall project schedule. Progress meetings with City staff shall be scheduled as needed until the design is completed. These meetings may also be attended by other stakeholders as needed.

H. Cost Proposal

The cost proposal shall include a line-item work hour-cost estimate for each work task outlined in the scope of services plus a separate cost for meetings (cost per meeting) and all deliverables. The cost spreadsheet should be in a format that will allow City staff to determine the key project team member(s) proposed for each task and the number of management, technical, drafting and support personnel hours, cost per hour for each project team member and total cost envisioned for each task. Identify any other costs to be billed to the project including project expenses and sub-consultant fees. Include any proposed mark-up for sub-consultant fees. Include a copy of the proposed rate schedules(s) to be used throughout the duration of the project and any adjustments that are predicted to occur during the execution of the project.

Cost proposal shall be submitted in a **separate sealed** envelope from the proposal. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and most qualified consultant has been selected. Consultant shall prepare a time and materials estimate with a not to exceed fee. It is recommended to include allowances for tasks such as utility potholing, supplemental topographic surveys, or any other items that cannot be accurately estimated from the currently available information.

I. Method of Payment

The basis of payment for this contract will be on time and materials, invoiced to the City on a monthly basis.

J. References

Provide a short summary (one-page maximum) of at least three projects in progress or completed, with the following information for each:

- a. Reference name, with current contact information
- b. Type of project/development
- c. Client type (clarifying role of private sector client, if any)
- d. Size and scale of geographic area
- e. Current status

K. Consultant Contract Statement

Consultant will include a statement that the firm accepts the terms of the City's Consultant Agreement sample (Attachment 1) and/or the submittal will include a list of any proposed modifications to the Agreement by the consultant.

D. PROPOSAL CONDITIONS

1. Local Employment and Contracting Opportunities

a. Employment of Local Residents.

Pursuant to the San Pablo Economic Opportunity Policy, the Consultant and any subcontractors shall contact the San Pablo Economic Development Corporation (“EDC”) at info@sanpabloedc.org or 510-215-3200, at least ten business days prior to hiring or staffing for fulfillment of the Agreement, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three business days. “**Local Resident**” means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of San Pablo as of the relevant hiring date, with “domiciled” as defined by Section 349(b) of the California Election Code. Discrimination against Local Residents on the basis of their local status is prohibited.

a. Local Subcontracting - Outreach.

Firms shall contact the EDC at info@sanpabloedc.org (or 510-215-3200) at least two weeks prior to any subcontract award, providing notice and details regarding subcontracting opportunity. The EDC shall notify qualified local businesses of subcontracting opportunities, and provide technical assistance to qualified local businesses during the subcontracting bidding process.

2. Questions. Questions regarding this RFP, the Project, or site access may be submitted *in writing only* and directed to Matt Brown, email: MattB@sanpablocity.gov. Written responses will be provided in addenda to this RFP distributed by email to all registered firms. Written questions must be submitted no later than **March 4, 2025, at 4 p.m.**

3. General Terms and Conditions

- a. All proposals, whether selected or rejected, shall become the property of the City.
- b. The cost of RFP preparation shall be that of the consulting firm and shall not be paid by the City.
- c. Proposals shall be signed by an authorized employee in order to receive consideration.
- d. City will not be responsible for proposals delivered to a person or location other than that specified herein.
- e. The successful proposer will be asked to enter into an agreement with the City reflecting the terms and conditions of the proposal based on the City's Professional Services Agreement (Agreement) requirements. A copy of the Agreement and Insurance requirements is included as **Attachment 1** to this RFP. Proposals should include a list of any proposed modifications to the Agreement by the consultant. Award of an agreement is subject to approval by the City Council of the City of San Pablo.

- f. Neither the City of San Pablo, its City Council, officers, employees, agents, representatives, nor any of its consultants will be liable for any claim or damages resulting from the RFP process.
- g. By submitting a proposal in response to this RFP, the proposer accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the City. All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed.

4. Agreement

The anticipated duration of the agreement will be for 8 months, with the term tentatively to begin May 2025 and end December 2025.

A sample agreement is attached (**Attachment 1**) that includes terms regarding conflict of interest, insurance, indemnification and assignment. The consultant selected to perform the work will be required to comply with these terms.

E. PROPOSAL PROCEDURE

1. Submission of Proposals

Each Proposer must submit a **sealed envelope** or package containing 3 print copies and one electronic copy (PDF or comparable) of its Proposal, each copy clearly identified as “ADA Transition Plan – 2025 Update.” The electronic copy may be included on a thumb drive in the sealed envelope or package. The sealed Proposal must be delivered to:

**City of San Pablo
City Clerk’s Office
1000 Gateway Ave
San Pablo, CA 94806**

All Proposals, in both print and electronic format, must be received by the City Clerk’s office by **March 13, 2025** no later than 4:00 p.m. (“Proposal Deadline”).

Proposals may not be modified after the Proposal Deadline.

2. Consultant Selection Process

The first step in the evaluation process will be to determine that each submittal contains all forms and other information required by this RFP. Any submittals missing the required information may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, and submittals with inadequate copies are considered nonresponsive and shall be rejected. Submittal of additional information after the due date shall not be allowed.

All proposals will be evaluated by a City of San Pablo Selection Committee. The Selection Committee, made up of key City staff and other parties that may have expertise or experience in the services described herein, will review all submittals deemed complete

according to the evaluation criteria and weighting factors below. The Selection Committee will make independent random checks of one or more of the consultant's references. This reference check applies to major sub-consultants as well.

The Selection Committee will establish a shortlist of consultants that are considered to be best qualified to perform the contract work. The selection process will include oral interviews. The consultant will be notified of the time and place of oral interviews and of any additional information that may be required to be submitted.

Upon completion of the evaluation and selection process, only the cost proposal from the most qualified consultant will be opened to begin cost negotiations. All unopened costs proposals will be returned at the conclusion of the procurement process. Upon acceptance of the cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

3. Evaluation Criteria

Proposals will be evaluated according to each Criteria below. The scores for all the Criteria will be added for each proposal. The proposal with the highest score will be deemed as the best proposal. The total maximum score for any project is 100 points.

	Criteria	Maximum Points
A	Completeness of Response	Pass/Fail
B	Understanding of the Work/Project	30
C	Experience with Similar Work	20
D	Quality and Availability of Staff	15
E	Innovation and Advanced Techniques	10
F	Financial Responsibility	10
G	Project Delivery	10
H	Local Subcontracting Approach/ Local Employment Approach	5
	Total	100

A. Completeness of Response (Pass/Fail)

Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

B. Understanding of the Work/Project (25 points)

Demonstrated understanding of the Project including Project needs, identification of potential issues and overall approach to complete streets design.

C. Experience with Similar Work (20 points)

Experience of the firm(s) with similar projects, including local knowledge, expedited timelines, working with multiple grants and prior experience with bicycle and pedestrian projects

D. Quality and Availability of Staff (15 points)

Quality and availability/current workload of proposed staff

E. Innovation and Advanced Techniques (10 points)

Capability of developing and identification of innovative approaches and solutions to key project issues

F. Financial Responsibility (10 points)

The firm's(s) ability to meet project budget, financial and schedule requirements

G. Project Delivery (10 points)

Demonstrated technical ability of staff and if relevant, experience of consultant teams working together

H. Local Subcontracting Approach/ Local Employment Approach (5 points)

A consultant's successful use of the local subcontracting and local employment approach (Section D, Items 1a. and 1b.) or a documented good faith effort to succeed at using the City's local subcontracting and/or local employment approach.

4. Tentative Schedule

Below is a tentative schedule for the selection and procurement process. Dates are subject to change by City staff and/or unforeseen circumstances.

Item	Date
RFP Release Date	<i>February 11, 2025</i>
Non-Mandatory Pre-Proposal Meeting Date	<i>February 27, 2025</i>
Last day to submit any questions	<i>March 4, 2025</i>
RFP Proposal submittal Date	<i>March 13, 2025</i>
Panel Review	<i>March 20, 2025</i>
Interview period	<i>Week of March 31, 2025</i>
Selection and negotiation period	<i>Week of April 7, 2025</i>
Contract to be awarded at City Council	<i>May 5, 2025</i>

F. ATTACHMENTS

Attachment 1 - Sample Consultant Agreement

Attachment 2 – Citywide Map

Attachment 3 – 2009 ADA Transition Plan

Attachment 1
Sample Consultant Agreement

**CITY OF SAN PABLO
AGREEMENT FOR CONSULTING SERVICES**

Project No. [REDACTED] / Agreement No. [REDACTED]

THIS AGREEMENT ("**Agreement**"), effective the [REDACTED] day of [REDACTED], 20[REDACTED] ("**Effective Date**"), is by and between the City of San Pablo, a municipal corporation organized and existing under the laws of the State of California, ("**City**"), and [REDACTED], a [REDACTED], ("**Consultant**") (individually, a "**Party**," and collectively, the "**Parties**").

RECITALS

WHEREAS, the City desires to engage a consultant to provide [REDACTED] services to the City ("**Services**") as further set forth in this Agreement;

WHEREAS, the City desires to engage a consultant who will act at all times in the City's best interest and will respect the trust and confidence placed in that consultant by the City; and

WHEREAS, Consultant has represented to City that Consultant has the special training, skill, competence and expertise necessary to provide the Services needed by the City; desires to enter into this Agreement with the City as an independent contractor; and is willing to provide the Services on the following terms and conditions.

NOW, THEREFORE, Consultant and the City agree as follows:

TERMS AND CONDITIONS

(1) Scope of Services.

A. **Scope of Services.** Consultant agrees to provide the Services to the City as specified in, collectively, the scope of services set forth in the City's Request for Proposals, dated [REDACTED] and any addenda thereto ("**RFP**"), attached as **Exhibit A** and incorporated herein, and the scope of services set forth in Consultant's proposal dated [REDACTED] ("**Proposal**"), attached as **Exhibit B** and incorporated herein. In the event of any conflict or inconsistency between any of the terms of the RFP, the Proposal, and this Agreement, the terms most favorable to the City will prevail. Any services not encompassed in this Section (1) are additional services ("**Additional Services**") subject to prior written authorization by the City, as further specified below in Section (3), "Additional Services."

B. **Quality of Performance.** Consultant will provide the Services and any authorized Additional Services in accordance with the standards of its profession; in accordance with the terms, conditions, and objectives of this Agreement; and in a manner satisfactory to the City Manager or his or her authorized delegee ("**City Manager**"). Consultant represents that it possesses the necessary skills, background, and licenses to perform the Services or Additional Services. Consultant is solely responsible for the quality and suitability of the Services it provides pursuant to this Agreement. If, during the course of this Agreement, the City Manager notifies Consultant that the Services are not satisfactory, in whole or in part, Consultant will promptly take the corrective action required by the City Manager, at no extra cost to the City. Failure to promptly take such corrective action constitutes a material breach of this Agreement and cause for termination in the City's discretion. This standard of care will not be construed to impose a mandatory duty on the City within the meaning of Government Code section 815.6. The City's

acceptance of Services performed under this Agreement will not operate to waive or release Consultant's obligation under this paragraph.

C. **COVID-19 Pandemic.** All City of San Pablo programs and services must be in compliance with current health orders issued by Contra Costa County Health Services. Consultant shall comply with these requirements and contact City staff immediately if there is any issue with compliance. In addition, the City requires all contractors/consultants providing services at City facilities or City worksites to comply with all City's current COVID policies on-site as they may be amended from time to time.

D. **Time is of the Essence.** In the performance of this Agreement, time is of the essence. Consultant must be available to begin providing the Services upon the Effective Date of this Agreement, and must complete the Services within the time specified in Section (4), "Effective Date and Term."

E. **Primary Service Provider.** The City has approved of [REDACTED] as Consultant's primary provider of the Services under this Agreement, and no other person will be accepted as the primary provider of the Services without the City's prior written consent.

F. **Labor Code Compliance.** If the Services are "public works" services as defined in Labor Code section 1720 et seq. and the Agreement is for an amount greater than \$1,000, the Agreement is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, beginning at section 1720, and the related regulations, including but not limited to requirements pertaining to wages, working hours and workers' compensation insurance. Consultant must also post all job site notices required by laws or regulations pursuant to Labor Code section 1771.4.

1. **Prevailing Wages:** Each worker performing Services under this Agreement that is covered under Labor Code section 1720 or 1720.9, must be paid at a rate not less than the prevailing wage as defined in sections 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Pursuant to Labor Code section 1775, Consultant and any subconsultant will forfeit to City as a penalty up to \$200 for each calendar day, or portion of a day, for each worker paid less than the applicable prevailing wage rate, in addition to paying each worker the difference between the applicable wage rate and the amount actually paid.
2. **Working Day:** Pursuant to Labor Code section 1810, eight hours of labor consists of a legal day's work. Pursuant to Labor Code section 1813, Consultant will forfeit to City as a penalty the sum of \$25 for each day during which a worker employed by Consultant or any subconsultant is required or permitted to work more than eight hours during any one calendar day, or more than 40 hours per calendar week, unless such workers are paid overtime wages under Labor Code section 1815. All Services must be carried out during regular City working days and hours unless otherwise specified in the scope of services or authorized in writing by City.
3. **Payroll Records:** Consultant and its subconsultants must maintain certified payroll records in compliance with Labor Code sections 1776 and 1812, and all implementing regulations promulgated by the Department of Industrial Relations ("DIR"). For each payroll record, Consultant and its subconsultants must certify under penalty of perjury that the information in the record is true and correct, and

that it has complied with the requirements of Labor Code sections 1771, 1811, and 1815. Unless the Agreement is for an amount under \$25,000, Consultant must electronically submit certified payroll records to the Labor Commissioner as required under California law and regulations.

4. **Apprentices:** If the amount of the Agreement is \$30,000 or more, Consultant must comply with the apprenticeship requirements in Labor Code section 1777.5.
5. **DIR Monitoring, Enforcement, and Registration:** The Services are subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code section 1725.5, and, subject to the exception set forth below, Consultant and any subconsultants must be registered with the DIR to perform public works projects. The registration requirements of Labor Code section 1725.5 do not apply if the Agreement is for an amount under \$25,000.

(2) **Compensation.** As full compensation for the satisfactory and timely performance of the Services as specified in Section (1), "Scope of Services," and the attached exhibits, City hereby agrees to pay Consultant a sum not to exceed _____ Dollars <write out amount> (\$ _____) as follows:

<Indicate any special payment arrangement, if applicable, e.g., hourly rates.>

Consultant will be paid all undisputed amounts within thirty (30) days of City's receipt of detailed invoices for Services provided to the City Manager's satisfaction during the preceding calendar month. Invoices must include all of the information contained in Section (7), "Billings," below. Each invoice must be signed by an authorized representative of Consultant, verifying that the invoiced Services have been performed. Consultant will not be entitled to compensation for Additional Services, as defined below in Section (3), unless authorized by City in writing in advance, and memorialized in an amendment to this Agreement executed by the authorized representatives of each Party. This Section (2) supersedes any conflicting or inconsistent provisions in the Proposal.

(3) **Additional Services.** In addition to the Services included in Section (1), "Scope of Services," the Parties may from time to time agree that Consultant will provide Additional Services for additional compensation, as authorized by the City Manager. The nature and scope of the Additional Services, including the time for performance and terms for mutually agreeable additional compensation must be memorialized in a writing, executed by both Parties, as further specified in Section (25), "Amendments," before Consultant may begin providing the Additional Services. Consultant will not be entitled to compensation for any Additional Services performed without a written amendment to include the Additional Services in this Agreement. If Consultant believes that services that it is directed to perform by City are not included in Section (1), "Scope of Services," Consultant will promptly notify the City in writing of the basis for this belief. If the City agrees that the subject services are not included in Section (1), "Scope of Services," the Parties will promptly execute a writing to authorize the services as Additional Services for mutually agreed-upon additional compensation. Except as otherwise specified in the written authorization, all Additional Services are subject to the same terms and conditions as all Services under this Agreement, including, billing, record-keeping, reporting, insurance, indemnity, and compliance with all applicable laws and standards.

(4) **Effective Date and Term.** The term of this Agreement ("Term") begins on the Effective Date set forth above, and expires on _____. If the Term expires later than the end of

the City's fiscal year, the continuation of the Term into the next fiscal year will be contingent upon the City's lawful encumbrance or appropriation of new funds for the Agreement.

(5) **Assignment and Subcontracting.** A substantial inducement to City for entering into this Agreement was, and is, the reputation and competence of Consultant. The assignment or subcontracting of this Agreement by Consultant, or any interest therein, is prohibited without the prior written approval of the City Manager. The City has authorized Consultant to use the following Subconsultants/Subcontractors as specified:

<u>Subconsultant/Subcontractor Name</u>	<u>Subconsultant/Subcontractor Services</u>

(6) **Independent Contractor Status.** It is expressly understood and agreed by the Parties that Consultant, while providing Services pursuant to this Agreement, is an independent contractor and not an employee of the City. Consultant is solely responsible for the means and methods by which it provides the Services. Consultant is solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant is solely responsible for its own acts and those of its agents and employees during the Term of this Agreement. Consultant will not represent, at any time or in any manner, that Consultant is an employee of the City. Consultant will exercise its judgment in recommending to City the methods by which to accomplish City's objectives and needs. Consultant acknowledges that the City will provide no training. Consultant will provide whatever tools and materials that are necessary to complete a client engagement. Consultant is free to accept, and has accepted in the past, other client engagements. Consultant is responsible for purchasing, bringing, providing, and controlling any and all equipment, tools, instruments, etc. needed for completion of the Services set forth herein, as well as for maintenance and use of such equipment. It is understood that Consultant is hired on a temporary basis only, and that if the City and/or Consultant desires to continue Consultant's services after expiration of the Term or termination of this Agreement, Consultant must enter into a new agreement.

(7) **Billings.** Consultant's invoices must include the following information: (a) a brief description of Services performed, including any Additional Services; (b) the date the Services were performed; (c) the number of hours spent and by whom; (d) the current Agreement not-to-exceed amount; (e) the amount previously billed; (f) the total paid to date; (g) the outstanding balance due, if any; (h) the current invoice amount; (i) total amount billed against the Agreement to date; (j) the remaining balance of the not-to-exceed amount; and (k) the Consultant's signature. Except as specifically authorized by City, Consultant will not bill City for duplicate Services performed by more than one person. Consultant may not submit any billing for an amount in excess of the maximum amount of compensation authorized in Sections (2) and (3), above. Consultant is solely responsible for its office and overhead costs, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by Consultant in the performance of this Agreement.

(8) **Advice and Status Reporting.** Consultant will provide the City with timely reports, orally or in writing, of all significant developments arising during performance of its Services, and provide the City with information as is necessary to enable City to monitor the performance of this Agreement, including statements and data demonstrating the effectiveness of the Services

provided in achieving the City's express goals and objectives. The City may withhold payments otherwise due to Consultant pending timely delivery of all such reports and information. Consultant will promptly notify the City Manager of any matters that could adversely affect Consultant's ability or eligibility to continue to provide Services under this Agreement.

(9) **Retention of Records.** Consultant's complete files, including all records, employee time sheets, and correspondence pertaining to the Services will be available for review by the City upon request, and copies of pertinent reports and correspondence will be furnished for the City's files upon request by the City. Consultant will maintain adequate documentation to substantiate all charges for hours and materials charged to City under this Agreement. Consultant will maintain the records and any other records related to the Services or this Agreement and will allow City access to such records for a period of four years after the expiration of the Term or termination of the Agreement. At City's request, or upon expiration or termination of this Agreement, Consultant will return to City all plans, maps, cost estimates, project financial records, reports, and related documents. All research information, plans, diagrams, financial records, reports, cost estimates or other documents prepared or obtained under the terms of this Agreement will be delivered to and become the property of the City and all data prepared or obtained under this Agreement will be made available, upon request, to the City without restrictions or limitations on their use. This Section (9) will survive expiration of the Term or termination of the Agreement.

(10) **Written Reports and Documents.** In accordance with Government Code section 7550, if the total compensation paid to Consultant under this Agreement exceeds \$5,000, any document or written report prepared by Consultant for or under the direction of City will contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. When multiple documents or reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or reports.

(11) **Record and Fiscal Control System.** Consultant will maintain its financial records and fiscal control systems in a commercially reasonable manner. Consultant will maintain personnel and payroll records to adequately identify the source and application of all received funds; withhold income taxes; pay employment taxes (including Social Security), unemployment compensation, worker's compensation and other taxes as may be due. Consultant will maintain an effective system of internal control to assure that funds provided through the City are used solely for authorized purposes.

(12) **Access to Records; Audits.** The City will have access at any time during normal business hours and as often as necessary to any bank account and books, records, documents, accounts, files, reports, and other property and papers of Consultant relating to the Services to be provided under this Agreement for the purpose of making an audit, review, survey, examination, excerpt or transcript.

(13) **Consultant's Testimony.** Unless the Services include serving as an expert witness, Consultant agrees to consult with City and testify at City's request at no additional cost other than normal witness fees if litigation is brought against City in connection with Consultant's Services. This Section (13) will survive expiration of the Term or termination of the Agreement.

(14) **Assignment of Personnel.** Consultant will only assign competent and qualified personnel to perform the Services. If City asks Consultant to remove a person assigned to the

Services, Consultant agrees to do so immediately regardless of the reason, or the lack of a reason, for City's request.

(15) Insurance. Before it may begin performing Services under this Agreement, Consultant must procure and provide proof of the insurance coverage and endorsements required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Consultant and its subconsultants or subcontractors relating to or arising from the performance of the Services, and must remain in full force and effect at all times during the Term of the Agreement. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better. If Consultant fails to provide any of the required coverage in full compliance with the requirements of this Agreement, City may, at its sole discretion and in addition to any other remedies, purchase such coverage at Consultant's expense and deduct the cost from payments due to Consultant, suspend performance of the Services under the Agreement, or terminate Consultant for default. The procurement of the required insurance will not be construed to limit Consultant's liability under this Agreement or to fulfill Consultant's indemnification obligations under this Agreement. If coverage limits carried by Consultant exceed the minimum limits specified below, the higher limits will be deemed to be required by this Agreement.

A. **Policies and Limits.** Consultant must procure and maintain the following insurance policies and limits at all times during the Term of this Agreement:

1. **Commercial General Liability Insurance ("CGL"):** The CGL policy must be issued on an occurrence basis, written on a comprehensive general liability form (CG 00 01), and must include coverage for liability arising from the operations of Consultant or its subconsultants or subcontractors in the performance of the Services, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$2,000,000.00 per occurrence. General aggregate limit shall be twice the required occurrence limit. The CGL coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth herein.
2. **Automobile Liability:** The automobile liability policy must provide coverage of at least \$1,000,000.00 combined single-limit per accident for bodily injury, death or property damage.
3. **Workers' Compensation Insurance and Employer's Liability:** If the Consultant has employees, the policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, providing coverage of at least \$1,000,000.00, or as otherwise required by law.
4. **Professional Liability:** The professional liability insurance policy must insure against the Consultant's errors and omissions in the provision of Services under this Agreement, in an amount not less than \$1,000,000.00 combined single limit. Any deductible or self-insured retention may not exceed \$50,000. The professional liability policy must include prior acts coverage sufficient to cover all Services provided by the Consultant for this Agreement, and the coverage must continue in effect for five years following final payment to Consultant. The following provisions

apply if the professional liability policy is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be on or before the Effective Date of the Agreement.
- b. The insurance must be maintained and evidence of insurance must be provided for a continuous period of at least five years following expiration of the Term or termination of the Agreement, whichever occurs first.
- c. If the coverage is canceled or not renewed and is not replaced with another claims-made policy form with a retroactive date that is on or before the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years following expiration of the Term or termination of the Agreement, whichever occurs first. The City has the right to procure, at Consultant's cost, any extended reporting provisions of the policy if the Consultant cancels or fails to renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City before Consultant may begin performing Services under this Agreement.

B. **Required Endorsements.** The insurance provided by Consultant must include the following endorsements as specified below. The endorsements must be executed by a person authorized to bind the issuing insurer. The endorsements are to be provided on forms provided, specified, or approved by the City. As an alternative to the City's forms, the Consultant's insurer(s) may provide complete copies of all required insurance policies, including endorsements.

1. **Additional Insured Endorsements:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The City, its officers, officials, employees, and volunteers ("**Additional Insureds**") will be covered as additional insureds with respect to all covered liability. This must be provided in the form of an additional insured endorsement to the Consultant's insurance policy, using form CG 20 10 11 85, forms CG 20 10 10 01 and GC 20 37 10 01, or equivalent approved by the City. For design professionals form CG 20 07 may be used. Alternatively, the additional insured endorsement may be provided as a separate owner's policy that complies with all of the requirements set forth in this Section 15.
- b. The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the policies will apply as though separate policies have been issued to each of the Additional Insureds.
- c. The insurance provided by the Consultant is primary and no insurance or self-insurance held or owned by any of the Additional Insureds may be called upon to contribute to a loss or defense.
- d. Any failure by Consultant to comply with the reporting requirements for a policy will not affect nor abridge the coverage provided for any Additional Insureds.

- e. The coverage or endorsement will not contain any limitations on the scope of protection available to the Additional Insureds.
- 2. **Notice:** Each insurance policy required by this clause must provide or be endorsed to state that coverage will not be reduced, canceled, or allowed to expire without at least thirty (30) days written notice to the City, unless due to non-payment of premiums, in which case ten (10) days written notice is required.
- 3. **Waiver of Subrogation:** Each required policy must include an endorsement providing that the insurer will waive any right of subrogation it may have against the City. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss.

C. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions for the required insurance policies are subject to prior approval by the City Manager. Before beginning performance of the Services, Consultant must disclose the amounts of the deductibles and self-insured retentions that apply to the required policies. If the City Manager determines that the deductible or self-insured retention for any required policy is unacceptably high, at the option of City, (1) the insurer must reduce or eliminate the deductible or self-insured retention with respect to the Additional Insureds, or (2) the Consultant must provide a bond or financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. During the Term of this Agreement, Consultant may not increase any deductibles or self-insured retentions with respect to the Additional Insureds, without the prior written consent of the City Manager. The City Manager may condition such consent upon the Consultant procuring a bond or financial guarantee that is satisfactory in form to the City, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. **Subconsultants or Subcontractors.** Consultant must ensure that each subconsultant or subcontractor is required to maintain the same insurance coverage required for Consultant under this Section (15), with respect to its performance of Services, including the required endorsements. Consultant must confirm that each subconsultant or subcontractor has complied with these insurance requirements before the subconsultant or subcontractor is permitted to begin Services under this Agreement. Upon request by the City, Consultant must provide certificates and endorsements submitted by each subconsultant or subcontractor to prove compliance with this requirement. The insurance requirements for subconsultants or subcontractors do not replace or limit the Consultant insurance obligations.

(16) **Indemnification.** The terms and conditions set forth in subsection 16(A), below, are applicable to this Agreement if the Services to be provided by Consultant are not “design professional” services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services). The terms and conditions set forth in subsection 16(B), below, are applicable to this Agreement if the Services to be provided by Consultant are are “design professional” services as used and defined in Civil Code section 2782.8 (architect, landscape architect, engineering, or land surveyor services).

A. **Indemnification by Non-Design Professionals.** Consultant shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the City) and hold harmless City, and its employees, officials, volunteers and agents ("**Indemnified Parties**") from and against any and all losses, claims, damages, costs and liability of every nature arising out of or resulting from the performance of this Agreement by Consultant, its officers, employees,

agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or willful misconduct of City. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution.

1. The duty to defend is a separate and distinct obligation from the Consultant's duty to indemnify. The Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its directors, officers, and employees, immediately upon tender to the Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an Indemnified Party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs.

2. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("**PERS**") to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

3. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.

4. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

5. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

B. Indemnification by Design Professionals. Consistent with California Civil Code section 2782.8 ("**section 2782.8**"), when the Services to be provided under this Agreement are to be performed by a "design professional," as that term is defined under section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, defend and hold harmless City, and its employees, officials, volunteers and agents ("**Indemnified Parties**") from and against any and all losses, claims, damages, costs and liability of every nature, including reasonable attorneys' fees and costs, to the extent caused in whole or in part by any negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, subconsultants

or subcontractors in performance of the Services under this Agreement, but excluding the sole or active negligence or willful misconduct of one or more of the Indemnified Parties. Defense costs shall not exceed Consultant's proportionate percentage of fault, except as set forth in section 2782.8.

1. In the event that Consultant or any employee, agent, subconsultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("**PERS**") to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subconsultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

2. The review, acceptance or approval of the Consultant's Services or work product by any Indemnified Party shall not affect, relieve or reduce the Consultant's indemnification or defense obligations. The provisions of this Section are not limited by and do not affect the provisions of this Agreement relating to insurance.

3. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

4. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

(17) Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the Term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations. Consultant, its subconsultants, and subcontractors, will obtain and maintain a City of San Pablo Business License at all times during the Term of this Agreement.

(18) Employment Practices.

A. **Employment of Local Residents.** Pursuant to the San Pablo Economic Opportunity Policy, the Consultant and any subcontractors shall contact the San Pablo Economic Development Corporation ("**EDC**") at info@sanpabloedc.org or 510-215-3200, at least ten business days prior to hiring or staffing for fulfillment of the Agreement, describing number, duties and qualifications needed for available positions, and shall fairly consider for employment any workers referred by the EDC within three business days. "**Local Resident**" means an individual having an adjusted household income of less than the Area Median Income for Contra Costa County, and domiciled in the City of San Pablo as of the relevant hiring date, with "domiciled" as defined by Section 349(b) of the California Election Code. Discrimination against Local Residents on the basis of their local status is prohibited.

B. **Compliance With Law.** Consultant represents that it is an Equal Opportunity

Employer and shall comply with applicable regulations governing equal opportunity employment. Consultant shall not discriminate in the employment of any person because of race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act. Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (“ADA”) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement. In performing Services and providing services under this Agreement, Consultant shall, at its sole cost and expense, comply with all applicable laws of the United States and the State of California; the Ordinances of the City of San Pablo; and the rules, regulations, orders, and directions of their respective administrative agencies and the officers thereof.

(19) Local Subcontracting – Outreach. Consultant shall contact the EDC at info@sanpabloedc.org or 510-215-3200) at least two weeks prior to any subcontract award, providing notice and details regarding subcontracting opportunity. The EDC shall notify qualified local businesses of subcontracting opportunities, and provide technical assistance to qualified local businesses during the subcontracting bidding process.

(20) Termination.

A. Termination for Convenience. City may terminate this Agreement at its sole discretion at any time prior to expiration of the Term or completion by the Consultant of the Services required hereunder. Notice of termination of this Agreement shall be given in writing to the Consultant, and shall be sufficient and complete when same is deposited in the United States Mail, postage prepaid and certified, address as set forth below in Section (37), “Notices.” The Agreement shall be terminated upon the date set forth in the City’s Notice of Termination. If the City terminates this Agreement, the Consultant shall be compensated for all Services satisfactorily performed prior to the time of receipt of cancellation notice, and shall be compensated for materials ordered by the Consultant or its employees, or services of others ordered by the Consultant or its employees, prior to receipt of notice of cancellation whether or not such materials or final instruments of service of others have actually been delivered, provided that the Consultant or its employees are not able to cancel such orders for materials or services of others. Compensation for the Consultant in the event of cancellation shall be determined by City in accordance with the percentage of Services completed and agreed to by the Consultant. In the event of cancellation, all notes, sketches, computations, drawings, and specifications or other data, whether complete or not, remain the property of the City. The City may make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.

B. Termination for Cause. City may terminate this Agreement for cause by providing Consultant with one day’s written notice of such termination if Consultant violates any of the terms and conditions of this Agreement. In City’s discretion and at City’s option, such termination for cause may alternatively be accomplished, where Consultant fails to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, within seven days after receipt of the notice of such default. Upon City’s termination of this Agreement for cause, City reserves the right to complete the Services by whatever means City deems expedient and the expense of completing such Services, as well as any and all damages to the extent caused by the negligent acts, intentional acts or errors or omissions of the Consultant, shall be charged to the Consultant.

C. Immediate Termination. City may terminate this Agreement immediately in any case where the Consultant engages in fraudulent or criminal activities while performing the Services, or is otherwise determined to lack the necessary skills to accomplish the desired objectives.

(21) Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this Agreement shall be the property of the City at the moment of their completed preparation. All materials and records of a preliminary nature such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.

(22) Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the Parties to amend the terms and conditions of this Agreement.

(23) Abandonment by Consultant. In the event the Consultant ceases performing Services under this Agreement or otherwise abandons the Agreement prior to completing all of the Services, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this Agreement, and shall be paid for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment. Consultant agrees to be financially responsible and to compensate City for any costs incurred by City in retaining the services of another to replace Consultant, but only to the extent that the costs of retaining the replacement exceed what remaining amounts would have been paid to Consultant under the Agreement had Consultant completed the Services.

(24) 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.

(25) No Third-Party Rights. The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established herein.

(26) Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either Party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

(27) Compliance with Laws. In the performance of this Agreement, Consultant shall abide by and conform to any and all applicable laws of the United States, the State of California, and City ordinances. Consultant warrants that all Services done under this Agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

(28) **Controlling Law and Venue.** This Agreement and all matters relating to it shall be governed by the laws of the State of California, and venue for any legal action arising from or relating to this Agreement will be in the Superior Court of Contra Costa County, and no other place. Consultant hereby waives the removal provisions of Code of Civil Procedure section 394.

(29) **Breach.** In the event that Consultant fails to perform any of the Services described in this Agreement or otherwise breaches the Agreement, City shall have the right to pursue all remedies provided by law and equity. Neither payment by the City nor performance by Consultant shall be construed as a waiver of either Party's rights or remedies against the other. Failure to require full and timely performance of any provision, at any time, shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter. In the event of any suit, action or proceeding brought by either Party for breach of any term hereof or to enforce any provision hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees.

(30) **Inspection by Other Agencies.** Authorized representatives of the Federal Government, the California Department of Transportation, or other government agencies which provide grant funding (if any) for this Agreement and the City have the right to inspect Consultant's performance of the Services, files, and work product.

(31) **Conflict of Interest.** Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law. In the event that any conflict of interest should nevertheless arise, Consultant shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Gov. Code section 81000 et seq.) respecting this Agreement. Where City Manager determines, based on facts provided by City staff, that Consultant meets the criteria of section 18701 of the FPPC regulations, the individual providing services under this Agreement shall be considered a "designated employee" under the City's conflict of interest code, and shall be required to complete FPPC Form 700 regarding his or her economic interests in a timely manner.

(32) **Copyright.** Upon City's request, Consultant shall execute appropriate documents to assign to the City the copyright to work created pursuant to this Agreement. The issuance of a patent or copyright to Consultant or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this Agreement. City reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by City shall continue for a period of fifty years from the Effective Date unless extended by operation of law or otherwise.

(33) **Whole Agreement.** This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

(34) **Authority of Parties.** Each of the signatories to this Agreement warrants that he or she has the authority to enter into and execute this Agreement and to bind the entity or entities on whose behalf they sign.

(35) **Counterparts.** This Agreement may be executed in duplicate counterparts.

(36) **Multiple Copies of Agreement.** Multiple copies of this Agreement may be executed but the parties agree that the Agreement on file in the office of the City Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document.

(37) **Notices.** Notices required by this Agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Consultant:
Name, Title

Address

To the City: City Manager, City of San Pablo
San Pablo City Hall
1000 Gateway Avenue
San Pablo, CA 94806

Each Party shall provide the other Party with telephone and written notice of any change in address as soon as practicable. Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

(38) **Federal Funding Requirements (if applicable).** If this Agreement is subject to federal funding, in whole or in part, it must comply with the uniform federal award procurement requirements set forth in 2 CFR §§ 200.318 – 200.327, as may be amended from time to time, and contain the applicable provisions described in Appendix II to Part 200 – *Contract Provisions for non-Federal Entity Contracts Under Federal Awards*, which are attached to this Agreement as Exhibit C. In the event of a conflict or inconsistency between Exhibit C, Exhibit D, if applicable, and this Agreement, Exhibit C will control.

[Indicate whether the Agreement is subject to federal funding by marking the appropriate provision below.]

___ This Agreement is subject to federal funding. See Exhibit C.
___ This Agreement is not subject to federal funding.

(39) **Caltrans Funding Requirements (if applicable).** If this Agreement is for architectural and/or engineering services subject to reimbursement or funding, in whole or in part, by Caltrans and administered under the Local Assistance Procedures Manual (“LAPM”), it must include the provisions set forth in Exhibit D, *Mandatory Fiscal and Federal Provisions for Architectural and Engineering Consultant Contracts Subject to Caltrans Funding*. In the event of any conflict or inconsistency between Exhibit D and this Agreement, Exhibit D will control.

[Indicate whether the Agreement is subject to reimbursement or funding by Caltrans by marking the appropriate provision below. Be sure to check the **current** LAPM requirements.]

___ This Agreement is subject to funding by Caltrans. See Exhibit D.
___ This Agreement is not subject to funding by Caltrans.

IN WITNESS WHEREOF, Consultant has executed this Agreement, and the City, by its City Manager, who is authorized to do so, has executed this Agreement.

APPROVED AS TO FORM:

CITY OF SAN PABLO

A Municipal Corporation

By _____
Brian P. Hickey, City Attorney

By _____
Matt Rodriguez, City Manager

Date signed: _____

Date signed: _____

[NAME OF CONSULTANT]

By _____
Consultant, **[Title]**

Date signed: _____

ATTEST:

By _____
Dorothy Gantt, City Clerk

Date signed: _____

Attachments: Exhibit A: Request for Proposals, dated _____
 Exhibit B: Consultant's Proposal, dated _____
 Exhibit C (if applicable): Federal Contract Provisions
 Exhibit D (if applicable): Mandatory Fiscal and Federal Provisions for
 Architectural and Engineering Consultant Contracts Subject to Caltrans
 Funding

N:\RESOURCES\City Forms\Contracts\01 Template Consultant Agreements\AGR Master
Consultant Agreement Template

Exhibit A

<Insert City's Request for Proposals>

Exhibit B

<Insert Consultant's Proposal>

Exhibit C

Federal Contract Provisions

Federally Funded Projects. This Project is funded in whole or in part by federal funds and subject to the following federal requirements under the terms of the funding agreement(s) between City and the federal agency or agencies providing federal funds, which are fully incorporated by this reference and made part of the Agreement. Copies of any funding agreement between City and a funding agency will be made available upon request. In the event of any conflict or inconsistency between Exhibit C, Exhibit D, if applicable, and this Agreement, Exhibit C will control.

1. **Equal Opportunity.** If this Agreement is for public works, during the performance of this Agreement, the Consultant agrees as follows:

(A) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(B) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(C) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision will not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

(D) The 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 to be provided advising the labor union or workers' representatives of the Consultant's commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

(E) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.

(F) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the United States Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(G) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further federal government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the United States Secretary of Labor, or as otherwise provided by law.

(H) The Consultant will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the United States Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City or funding agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City or funding agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

2. **Davis-Bacon Act.** If this Agreement is for public works, Consultant will pay wages to laborers and mechanics, not less than once a week, and at a rate not less than the current federal prevailing wages specified in the Davis-Bacon Act Wage Determination attached hereto and incorporated herein. By entering into this Agreement, Consultant accepts the attached Wage Determination. **<The current Davis-Bacon Act Wage Determination, which may be accessed at <https://www.wdol.gov/dba.aspx> must be printed and included with the Agreement.>**

3. **Copeland "Anti-Kickback" Act.** If this Agreement is for public works, Consultant will comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement. Consultant and subcontractors must insert this requirement into subcontracts of any tier. Consultant is responsible for compliance with these requirements by each subcontractor of any tier.

4. **Contract Work Hours and Safety Standards Act.** In addition to the California state law requirements, Consultant and each subcontractor must comply with the requirements

of the federal Contract Work Hours and Safety Standards Act, as set forth in 40 U.S.C. 3701-3708, as supplemented by the regulations set forth in 29 CFR Part 5, as may be amended from time to time, which are fully incorporated herein, including:

(A) No Consultant or subcontractor will require or permit any laborer or mechanic performing Work for the Project to work in excess of 40 hours in a work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours during that work week.

(B) If Consultant or a subcontractor violates this requirement, the Consultant and any responsible subcontractor will be liable for the unpaid wages. In addition, the Consultant and subcontractor will be liable to the United States for liquidated damages. The liquidated damages will be computed with respect to each individual worker as specified under federal law.

(C) Consultant and subcontractors must insert this requirement into subcontracts of any tier. Consultant is responsible for compliance with these requirements by each subcontractor of any tier.

5. **Rights to Inventions.** If the federal funding for this Agreement meets the definition of “funding agreement” under 37 CFR section 401.2(a) and constitutes an agreement between the City and a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency, will apply to this Agreement and are fully incorporated into the Agreement by this reference.

6. **Clean Air Act.** If the Agreement is for an amount in excess of \$150,000, Consultant and each subcontractor must comply with the requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401-7671q), which are fully incorporated into the Agreement by this reference, including requirements for reporting violations to the awarding agency and the applicable Regional Office for the Environmental Protection Agency. Consultant and subcontractors must insert this requirement into subcontracts of any tier in excess of \$150,000.

7. **Federal Water Pollution Control Act.** If the Agreement is for an amount in excess of \$150,000, the requirements of the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387) apply to this Agreement and are fully incorporated into the Agreement by this reference, including requirements for reporting violations to the awarding agency and the applicable Regional Office for the Environmental Protection Agency requirements for reporting violations. Consultant and subcontractors must insert this requirement into subcontracts of any tier in excess of \$150,000.

8. **Suspension and Debarment.** Consultant is required to verify that neither it, nor its principals, as defined at 2 CFR section 180.995, or its affiliates, as defined at 2 CFR section 180.905, are excluded or disqualified, as defined at 2 CFR sections 180.935 and 180.940. Consultant must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a provision requiring compliance with these regulations in any subcontract of any tier. If it is later determined that the Consultant did not comply with the applicable subparts, the Federal Government may pursue available remedies, including, but not limited to, suspension

and/or debarment. By submitting a bid and entering into this Agreement, Consultant agrees to comply with these requirements.

9. **Byrd Anti-Lobbying Amendment.** If the Agreement is for an amount in excess of \$100,000, Consultant must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and file the certification provided at 44 CFR Part 18, Appendix A, and any disclosures, with the applicable federal agency. Each tier certifies to the tier above that it will not and has not used federal-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier will also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the recipient.

10. **Procurement of Recovered Materials.** The requirements of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962, apply to this Agreement and are fully incorporated into the Agreement by this reference. For individual purchases of \$10,000 or more, Consultant will make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (A) competitively within the Agreement schedule, (B) in conformance with Agreement performance requirements, or (C) at a reasonable price. Information on this requirement, including a list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines website: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

11. **Small and Minority Businesses.** When procuring subcontractors, Consultant must take all necessary affirmative steps pursuant to 2 CFR § 200.321(b), subject to the limitations of law, to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (A) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- (B) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- (C) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- (D) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- (E) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

12. **Prohibition on Covered Telecommunications.** Federal loan or grant funds must not be obligated or expended to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain

equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as further specified in 2 CFR § 200.216, which is fully incorporated into the Agreement by this reference. Covered telecommunications equipment or services includes equipment produced by, services provided by, or services using equipment produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

13. **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with laws, the City should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as further specified in 2 CFR § 200.322, which is fully incorporated into the Agreement by this reference, including, but not limited to, iron, aluminum, steel, cement, and other manufactured products, as specified therein. The requirements of 2 CFR § 200.322 must be included in all subcontracts and purchase orders for work or products under the federal award.

Exhibit D
Mandatory Fiscal and Federal Provisions
for Architectural and Engineering Consultant Contracts
Subject to Caltrans Funding

<DELETE BEFORE FINALIZING: The following provisions are referenced in Chapter 10, *Consultant Selection*, of the Local Assistance Procedures Manual and set forth in Exhibit 10-R, *A&E Boilerplate Agreement Language*, as the boilerplate provisions for architectural and engineering consultant contracts. Of the various boilerplate provisions in Exhibit 10-R, the fiscal and federal provisions are required for any federally-funded contract. Staff should cross-reference the most current Exhibit 10-R (at <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>) to ensure that these provisions are up-to-date. Exhibit 10-R indicates that the language is recommended and acknowledges that the language may be modified as recommended by the City's legal staff and to fit the City's requirements and project. Within many of the provisions, are "Options" that Staff must tailor to meet the needs of the particular Agreement. Staff should follow the prompts regarding the options and delete any provisions that are not necessary given the selected option. These instructions and the italicized prompts throughout the attachment should also be deleted prior to use. >

Caltrans Funded Agreement. This Agreement is for architectural and/or engineering services funded in whole or in part by Caltrans and subject to the following provisions. In the event of any conflict or inconsistency between Exhibit D and this Agreement, Exhibit D will control.

1. Consultant's Reports or Meetings (Exhibit 10-R, Article II).

<Choose either Option 1 or Option 2>

<Option 1 - Use paragraphs A & B below for standard agreements>

A. Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the City's contract administrator to determine if Consultant is performing to expectations or is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. Consultant's project manager shall meet with City's contract administrator, as needed, to discuss progress on the Agreement.

<Option 2 - Use paragraphs A & B below for on-call agreements>

A. Consultant shall submit progress reports on each specific project in accordance with the task order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for City's contract administrator or project coordinator to determine if Consultant is performing to expectations or is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special

problems encountered, so remedies can be developed.

B. Consultant's project manager shall meet with City's contract administrator or project coordinator, as needed, to discuss progress on the project(s).

2. Performance Period (Exhibit 10-R, Article IV).

<A time must be set for beginning and ending the work under the agreement. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the agreement. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by Consultant, they should be identified and incorporated into the agreement.>

A. This Agreement shall go into effect on < >, contingent upon approval by City, and Consultant shall commence work after notification to proceed by City's contract administrator. The Agreement shall end on < >, unless extended by amendment to the Agreement.

B. Consultant is advised that any recommendation for award of the Agreement is not binding on City until the Agreement is fully executed and approved by City.

< Add paragraph C below in addition to paragraphs A & B above for on-call agreements. On-call agreements must not exceed five years.>

C. The period of performance for each specific project shall be in accordance with the task order for that project. If work on a task order is in progress on the expiration date of this Agreement, the Term of the Agreement shall be extended by amendment to the Agreement prior to expiration of the Agreement to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five years.

3. Allowable Costs and Payments (Exhibit 10-R, Article V).

<Choose either Option 1, 2, 3, or 4>

<Option 1 - Use paragraphs A through I below for Cost-Plus-Fixed Fee agreements. Use LAPM Exhibit 10-H1: Cost Proposal Format.>

A. The method of payment for this Agreement will be based on actual cost plus a fixed fee. City will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in Consultant's approved cost proposal, unless additional reimbursement is provided for by amendment to the Agreement. In no event will Consultant be reimbursed for overhead costs at a rate that exceeds the City approved overhead rate set forth in the cost proposal. In the event that City determines that a change to the work from that specified in the cost proposal and Agreement is required, the Agreement time or actual costs reimbursable by City shall be adjusted by amendment to the Agreement to accommodate the changed work. The

maximum total cost as specified in Paragraph "I" shall not be exceeded, unless authorized by amendment to the Agreement.

B. The indirect cost rate established for this Agreement is extended through the duration of this specific Agreement. Consultant's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or award of the Agreement.

C. In addition to the allowable incurred costs, City will pay Consultant a fixed fee of \$< >. The fixed fee is nonadjustable for the Term of the Agreement, except in the event of a significant change in the scope of services and such adjustment is made by amendment to the Agreement.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved cost proposal.

E. When milestone cost estimates are included in the approved cost proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the contract administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the scope of services, City shall have the right to delay payment or terminate this Agreement.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

H. Consultant will be reimbursed promptly according to California Regulations upon receipt by City's contract administrator of itemized invoices in duplicate. Invoices shall be submitted no later than 30 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved cost proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due City including any equipment purchased under the provisions of Section 9 (Article XI), Equipment Purchase and Other Capital Expenditures, of this Exhibit D. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to City at the following address:

City Manager
1000 Gateway Avenue
San Pablo, CA 94806

I. The total amount payable by City including the fixed fee shall not exceed \$< >.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

<Option 2 - For Cost per Unit of Work agreements, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project. Use Exhibit 10-H3: Cost Proposal Format.>

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Section. The specified rate shall include full compensation to Consultant for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefor.

B. The specified rate to be paid for vehicle expense for Consultant's field personnel shall be \$< > per approved cost proposal. This rate shall be for fully equipped vehicle(s) specified in the scope of services, as applicable. The specified rate to be paid for equipment shall be as listed in the approved cost proposal.

C. The method of payment for this Agreement, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. City will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved cost proposal, unless additional reimbursement is provided for, by amendment to this Agreement. In no event will Consultant be reimbursed for overhead costs at a rate that exceeds the City approved overhead rate set forth in the approved cost proposal. In the event City determines that changed work from that specified in the approved cost proposal and Agreement is required, the actual costs reimbursable by City may be adjusted by amendment to this Agreement to accommodate the changed work. The maximum total cost as specified in Paragraph "I," shall not be exceeded unless authorized by amendment to this Agreement.

<Option 3 - Use paragraphs A through P for Specific Rates of Compensation agreements [such as on-call agreements]. This payment method shall only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to agreements or components of agreements for specialized support type services where the Consultant is not in direct control of the number of hours worked, such as construction engineering and inspection. Use Exhibit 10-H2: Cost Proposal Format.>

A. Consultant will be reimbursed for hours worked at the hourly rates specified in Consultant's approved cost proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement. Consultant will be reimbursed within 30 days upon receipt by City's contract administrator of itemized invoices in duplicate.

B. In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved cost proposal and identified in the approved cost proposal and in the executed task order.

C. Specific projects will be assigned to Consultant through issuance of task orders.

D. After a project to be performed under this Agreement is identified by City, City will prepare a draft task order, less the cost estimate. A draft task order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a City project coordinator. The draft task order will be delivered to Consultant for review. Consultant shall return the draft task order within ten (10) calendar days along with a cost estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost, the finalized task order shall be signed by both City and Consultant.

E. Task orders may be negotiated for a lump sum (firm fixed price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's approved cost proposal.

Consultant shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. Consultant is responsible for paying the appropriate rate, including escalations that take place during the Term of the Agreement.

<For paragraph F of Option 3, choose one of the two variations listed below and delete the unused variation.>

F. Reimbursement for transportation and subsistence costs shall not exceed State rates.

F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved cost proposal. Consultant will be responsible for transportation and subsistence costs in excess of State rates.

G. When milestone cost estimates are included in the approved cost proposal, Consultant shall obtain written approval from the City's contract administrator, in the form of an amendment to the Agreement, for a revised milestone cost estimate, before exceeding such estimate.

H. Progress payments for each task order will be made monthly in arrears based on services provided and actual costs incurred.

I. Consultant shall not commence performance of work or services until this Agreement has been approved by City, and notification to proceed has been issued by City's contract administrator. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.

J. A task order is of no force or effect until returned to City and signed by an authorized representative of City. No expenditures are authorized on a project and work shall not commence until a task order for that project has been executed by City.

K. Consultant will be reimbursed within 30 days upon receipt by City's contract administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each task order. Invoices shall be submitted no later than 30 calendar days after the performance of work for which Consultant is billing, or upon completion of the task order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved cost proposal and shall reference this Agreement number, project title and task order number. Credits due City that include any equipment purchased under the provisions of Section 9 (Article XI), Equipment Purchase and Other Capital Expenditures, of this Exhibit D, must be reimbursed by Consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to City at the following address:

City Manager
1000 Gateway Avenue
San Pablo, CA 94806

L. The period of performance for task orders shall be in accordance with dates specified in the task order. No task order will be written which extends beyond the expiration date of this Agreement.

M. The total amount payable by City for an individual task order shall not exceed the amount agreed to in the task order, unless authorized by amendment.

N. If Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a task order, no payment will be made until the deliverable has been satisfactorily completed.

O. Task orders may not be used to amend this Agreement and may not exceed the scope of services under this Agreement.

P. The total amount payable by City for all task orders resulting from this Agreement shall not exceed \$< >. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through task orders.

<Option 4 - Use paragraphs A through E below for lump sum agreements. Use Exhibit 10-H1: Cost Proposal Format.>

A. The method of payment for this Agreement will be based on lump sum. The total lump sum price paid to Consultant will include compensation for all work and deliverables, including travel and equipment described in the scope of services. No additional compensation will be paid to Consultant, unless there is a change in the scope of the services or the scope of the project. In the instance of a change in the scope of services or scope of the project, adjustment to the total lump sum compensation will be negotiated between Consultant and City. Adjustment in the total lump sum

compensation will not be effective until authorized by amendment to this Agreement and approved by City.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by Consultant. If Consultant fails to submit the required deliverable items according to the schedule set forth in the scope of services, City shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Section 4 (Article VI), Termination, of this Exhibit D.

C. Consultant shall not commence performance of work or services until this Agreement has been approved by City and notification to proceed has been issued by City's contract administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this Agreement.

D. Consultant will be reimbursed within 30 days upon receipt by City's contract administrator of itemized invoices in duplicate. Invoices shall be submitted no later than 30 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved cost proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due City that include any equipment purchased under the provisions of Section 9 (Article XI), Equipment Purchase and Other Capital Expenditures, of this Exhibit D. The final invoice must be submitted within 60 calendar days after completion of Consultant's work unless a later date is approved by City. Invoices shall be mailed to City at the following address:

City Manager
San Pablo City Hall
1000 Gateway Avenue
San Pablo, CA 94806

E. The total amount payable by City shall not exceed \$< >.

4. Termination (Exhibit 10-R, Article VI).

A. This Agreement may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including, but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. City may temporarily suspend this Agreement, at no additional cost to City, provided that Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this Agreement, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Agreement by Consultant, and City may withhold any payments due to Consultant until

such time as the exact amount of damages, if any, due City from Consultant is determined.

D. In the event of termination, Consultant shall be compensated as provided for in the Agreement. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not,

5. Cost Principles and Administrative Requirements (Exhibit 10-R, Article VII).

A. Consultant agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual items of cost.

B. Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by Consultant to City.

D. When a Consultant or subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

6. Retention of Records/Audits (Exhibit 10-R, Article VIII).

For the purpose of determining compliance with Government Code 8546.7, Consultant, subconsultants, and City shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement, including, but not limited to, the costs of administering the Agreement. All parties, including Consultant's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Term of the Agreement and for four years from the date of final payment under the Agreement. City, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal Government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of Consultant, subconsultants, and Consultant's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

7. Audit Review Procedures (Exhibit 10-R, Article IX).

A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by City's Chief Financial Officer.

B. Not later than 30 calendar days after issuance of the final audit report, Consultant may request a review by City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

D. Consultant and subconsultant contracts, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review, it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by City's contract administrator to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments officials have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

E. Consultant's cost proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The cost proposal shall be adjusted by the Consultant and approved by City's contract administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the Consultant's independent CPA, IOAI will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each Party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, City will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than 150% - the accepted rate reimbursed will be 90% of the proposed rate.

- b. If the proposed rate is between 150% and 200% - the accepted rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the accepted rate will be 75% of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
3. If the Consultant fails to comply with the provisions of this Section E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
4. Consultant may submit to City final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA-audited ICR; (2) all work under this Agreement has been completed to the satisfaction of City; and (3) IOAI has issued its final ICR review letter. Consultant must submit its final invoice to City no later than 60 calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed by City and Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

8. Subcontracting (Exhibit 10-R, Article X).

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to Consultant.
- B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by City's contract administrator, except that which is expressly identified in Consultant's approved cost proposal. There shall be no change in Consultant's project manager or members of the project team, as listed in the approved cost proposal, without prior written approval by City's contract administrator.
- C. Any subcontracts entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants unless otherwise noted.

D. Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by City.

E. Any substitution of subconsultant(s) must be approved in writing by City's contract administrator in advance of assigning work to a substitute subconsultant.

F. Prompt Progress Payment

Consultant or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed Consultant on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant or subconsultant to a subconsultant, Consultant or subconsultant may withhold no more than 150% of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the payor to a penalty, payable to the subconsultant, of 2% of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

City may hold retainage from Consultant and shall make prompt and regular incremental acceptances of portions, as determined by City, of the work, and pay retainage to Consultant based on these acceptances. Consultant or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the work by City. Any delay or postponement of payment may take place only for good cause and with City's prior written approval. Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions, and other remedies specified in section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subconsultant performance, and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

9. Equipment Purchase and Other Capital Expenditures (Exhibit 10-R, Article XI).

A. Prior authorization in writing by City's contract administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in Consultant's approved cost proposal and exceeding \$5,000, with prior authorization by City's contract administrator, three competitive quotations must be submitted with the request, or the absence of quotes must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this Agreement is subject to the following:

1. Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures, and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

10. State Prevailing Wage Rates (Exhibit 10-R, Article XII).

A. No Consultant or subconsultant may be awarded an agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. Registration with DIR must be maintained throughout the entire Term of this Agreement, including any subsequent amendments.

B. Consultant shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code section 1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at City construction sites, at City facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve City projects.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.

D. Payroll Records

1. Each Consultant and subconsultant shall keep accurate certified payroll

records and supporting documents as mandated by Labor Code section 1776 and as defined in 8 CCR section 16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant or subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
- b. The employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by Consultant under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by City representatives at all reasonable hours at the principal office of Consultant. Consultant shall provide copies of certified payrolls or permit inspection of its records as follows:

- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
- b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by Consultant.
- c. The public shall not be given access to certified payroll records by Consultant. Consultant is required to forward any requests for certified payrolls to City's contract administrator by both email and regular mail on the business day following receipt of the request.

3. Each Consultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by City shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of Consultant or subconsultant performing the work shall not be marked or obliterated.

5. Consultant shall inform City of the location of the records enumerated

under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. Consultant or subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Consultant or subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to City, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties will be withheld by the Division of Labor Enforcement Standards from payments then due. Consultant is not subject to a penalty assessment pursuant to this Section due to the failure of a subconsultant to comply with this Section.

E. When prevailing wage rates apply, Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by City's contract administrator.

F. Penalty

1. Consultant and any of its subconsultants shall comply with Labor Code sections 1774 and 1775. Pursuant to Labor Code section 1775, Consultant and any subconsultant shall forfeit to City a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the Consultant or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code sections 1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Consultant or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of Consultant or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if Consultant or subconsultant had knowledge of the obligations under the Labor Code. Consultant is responsible for paying the appropriate rate, including any escalations that take place during the Term of the Agreement.

3. In addition to the penalty and pursuant to Labor Code section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Consultant or subconsultant.

4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime Consultant of the project is not liable for the penalties described above unless the

prime Consultant had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime Consultant fails to comply with all of the following requirements:

- a. The agreement executed between the Consultant and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
- b. Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultant to the employees by periodic review of the certified payroll records of the subconsultant.
- c. Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subconsultant for work performed on the public works project.
- d. Prior to making final payment to the subconsultant for work performed on the public works project, Consultant shall obtain an affidavit signed under penalty of perjury from the subconsultant that the subconsultant had paid the specified general prevailing rate of per diem wages to the subconsultant's employees on the public works project and any amounts due pursuant to Labor Code section 1813.

5. Pursuant to Labor Code section 1775, City may notify Consultant on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If City determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if City did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, Consultant shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by City.

G. Hours of Labor. Eight (8) hours labor constitutes a legal day's work. Consultant shall forfeit, as a penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement by Consultant or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in section 1815.

H. Employment of Apprentices

1. Where either the Agreement or the subagreement exceeds thirty thousand dollars (\$30,000), Consultant and any subconsultants under him or her shall comply with all applicable requirements of Labor Code sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. Consultant and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Consultant and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the work under the Agreement. Consultant is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code section 1777.7.

11. Conflict of Interest (Exhibit 10-R, Article XIII).

A. During the Term of this Agreement, Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing City construction project which will follow.

B. Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either City ordinance or State law.

C. Consultant hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

D. Consultant hereby certifies that Consultant or subconsultant and any firm affiliated with Consultant or subconsultant that bids on any construction contract or on any agreement to provide construction inspection for any construction project resulting from this Agreement has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one which is subject to the control of the same persons through joint ownership or otherwise.

12. Rebates, Kickbacks or Other Unlawful Consideration (Exhibit 10-R, Article XIV).

Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right, in its discretion, to terminate the Agreement without liability, to pay only for the value of the work actually performed, or to deduct from the Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

13. Prohibition of Expending Local Agency, State, or Federal Funds for Lobbying (Exhibit 10-R, Article XV).

<Include this Section in all agreements where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the agreement, delete this Section and re-number the Sections that follow.>

A. Consultant certifies, to the best of his or her knowledge and belief, that:

1. No state, federal or local agency appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any local, state or federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress, in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Consultant also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

14. Non-Discrimination Clause and Statement of Compliance (Exhibit 10-R, Article XVI).

<Attach Appendix A and Appendix E of the Title VI Assurances to the agreement. These appendices are available at <https://dot.ca.gov/programs/local-assistance/guidance-and-oversight/title-vi/requirements>.>

A. This Agreement is subject to Appendix A and Appendix E of the Title VI Assurances, which are attached to this Agreement. Consultant's signature affixed to the Agreement, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this Agreement, Consultant and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical

condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated thereunder (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by City to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code § 12990 (a-f), set forth 2 CCR §§ 8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

D. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.

E. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

F. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

G. Consultant, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. Consultant shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subconsultants.

I. Consultant, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering City's components of the DBE Program Plan, Consultant, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of

administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

15. Debarment and Suspension Certification (Exhibit 10-R, Article XVII).

A. Consultant's signature affixed to the Agreement shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to City. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by the Federal Highway Administration.

16. Disadvantaged Business Enterprises (DBE) Participation (Exhibit 10-R, Article XVIII).

A. If this Agreement is subject to DBE participation requirements under 49 CFR 26, Consultant, City, or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, City shows a contract goal for DBEs. Consultant shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

Consultant shall meet the DBE goal shown in the Agreement or demonstrate that they made adequate good faith efforts to meet this goal. It is Consultant's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies

Consultant purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This Agreement is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Consultants who enter into a federally-funded agreement will assist City in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this Agreement is %. Participation by DBE Consultant or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the Agreement. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. Consultant can meet the DBE participation goal by either documenting commitments to DBEs to meet the Agreement goal, or by documenting adequate good faith efforts to meet the Agreement goal. An adequate good faith effort means that the Consultant must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If Consultant has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

Consultant, City, or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. Consultant shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or

4. Disqualifying Consultant from future proposing as non-responsible.

E. Termination and Substitution of DBE Subconsultants

Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Consultant or DBE subconsultant obtains the City's written consent. Consultant shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from City. Unless City's consent is provided, Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form, included in the Proposal.

City may authorize a request to use other forces or sources of materials if Consultant shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. City stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet City's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the Agreement.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Agreement
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Agreement.
11. City determines other documented good cause.

Consultant shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise Consultant and City of the reasons why the use of other forces or sources of materials should not occur.

Consultant's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from Consultant to the DBE regarding the request.

3. Notices from the DBEs to Consultant regarding the request.

If a listed DBE is terminated or substituted, Consultant must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the Agreement to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

City's DBE program includes a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

City requests that Consultant:

1. Notifies City's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provides this notification before starting the affected work
3. Maintains records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: *Monthly Disadvantaged Business Enterprise Payment*)

If Consultant is a DBE Consultant, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify Consultant in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify Consultant in writing of the certification date. Consultant shall submit the notifications to City. On work completion, Consultant shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to City within 30 days.

Upon work completion, Consultant shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to City within 90 days of work completion. City will withhold \$10,000 until the form is submitted. City will release the withhold upon submission of the completed form.

In City's reports of DBE participation to Caltrans, City must display both commitments and attainments.

G. A DBE is only eligible to be counted toward the Agreement goal if it performs a commercially useful function (CUF) on the Agreement. CUF must be evaluated on an agreement by agreement basis. A DBE performs a CUF when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a

DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it may be presumed that it is not performing a CUF.

J. Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE Consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. If a DBE subconsultant is decertified during the Term of the Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the Term of the Agreement, the subconsultant shall notify Consultant in writing with the date of certification. Any changes should be reported to the City's contract administrator within thirty (30) calendar days.

L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the Consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to City.

M. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.

17. Funding Requirements (Exhibit 10-R, Article XX).

A. It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both Parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

B. This Agreement is valid and enforceable only if sufficient funds are made available to City for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or City Council that may affect the provisions, terms, or funding of this Agreement in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.

D. City has the option to terminate the Agreement pursuant to Section 4 (Article VI), Termination, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

18. Contingent Fee (Exhibit 10-R, Article XXII).

Consultant warrants, by execution of this Agreement, that no person or selling agency has been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, City has the right to annul this Agreement without liability; to pay only for the value of the work actually performed; or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

19. Safety (Exhibit 10-R, Article XXV).

A. Consultant shall comply with Occupational Safety and Health Administration (OSHA) regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by City Safety Officer and other City representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code section 591, City has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

<Add the following paragraph to all agreements which may require trenching of five feet or deeper>

C. Consultant must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

20. Ownership of Data (Exhibit 10-R, Article XXVI).

A. It is mutually agreed that all materials prepared by Consultant under this Agreement shall become the property of City, and Consultant shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and Consultant shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Consultant in performing this Agreement which is not Consultant's privileged information,

as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to City which is in Consultant's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be an Agreement for services and each considers the products and results of the services to be rendered by Consultant hereunder to be work made for hire. Consultant acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by Consultant that the work product is suitable in any way for any other project except the one detailed in this Agreement. Any reuse by City for another project or project location shall be at City's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. City may permit copyrighting reports or other agreement products. If copyrights are permitted, the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

21. Claims Filed by City's Construction Contractor (Exhibit 10-R, Article XXVII).

A. If claims are filed by City's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims, Consultant agrees to make its personnel available for consultation with City's construction contract administrator and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. Consultant's personnel that City considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from City. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Consultant's personnel services under this Agreement.

C. Services of Consultant's personnel in connection with City's construction contractor claims will be performed pursuant to a written amendment to this Agreement, if necessary, extending the termination date of this Agreement in order to resolve the construction claims.

22. Confidentiality of Data (Exhibit 10-R, Article XXVIII).

A. All financial, statistical, personal, technical, or other data and information relative to City's operations, which are designated confidential by City and made available to Consultant in order to carry out this Agreement, shall be protected by Consultant from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by City relating to the Agreement, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

C. Consultant shall not comment publicly to the press or any other media regarding the Agreement or City's actions on the same, except to City's staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.

D. Consultant shall not issue any news release or public relations item of any nature whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by City, and receipt of City's written permission.

<For PS&E contracts, add paragraph E, below, to paragraphs A through D, above>

E. All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity, other than City, Caltrans, and/or FHWA. All of the materials prepared or assembled by Consultant pursuant to performance of this Agreement are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Agreement, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

23. National Labor Relations Board Certification (Exhibit 10-R, Article XXIX).

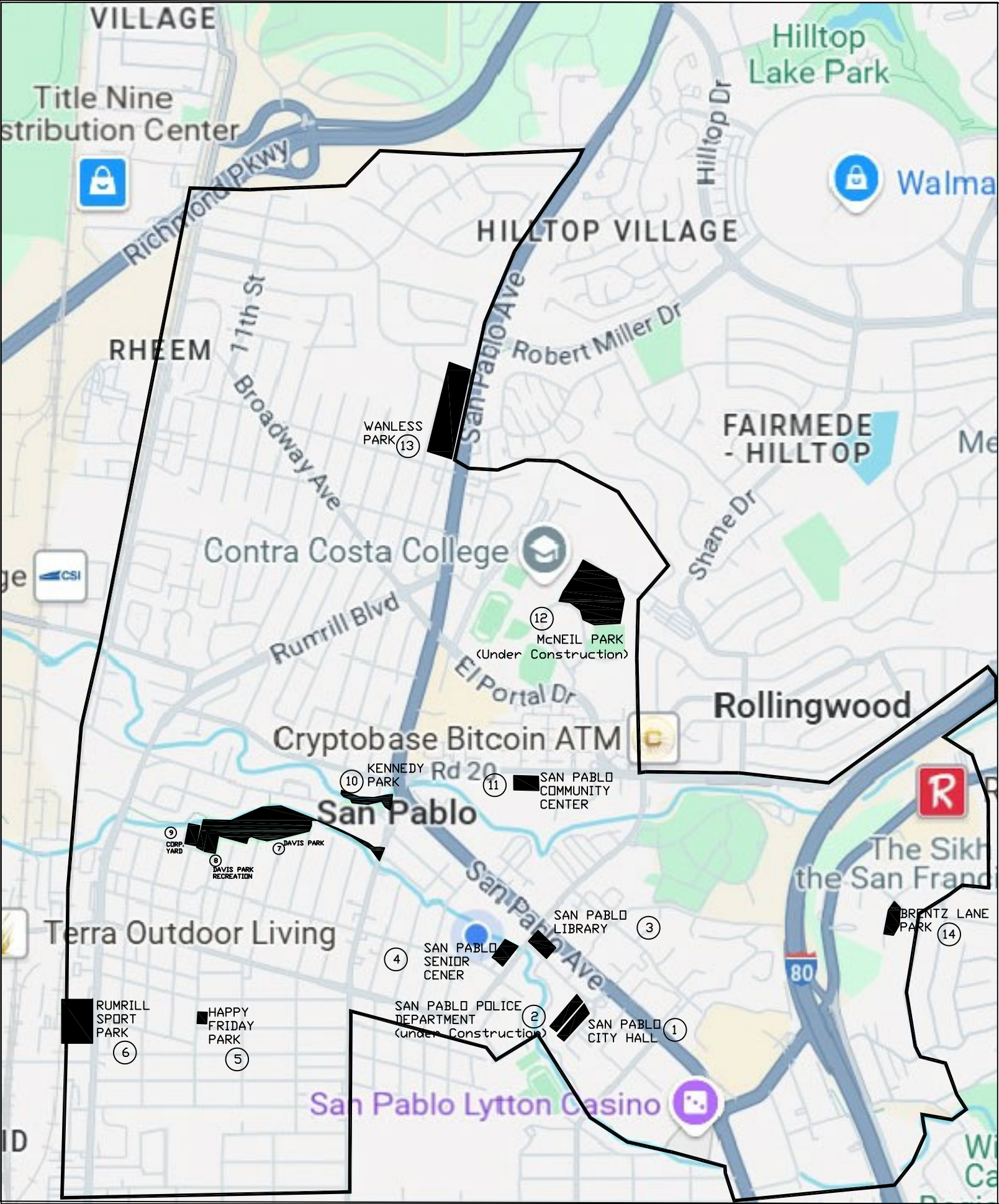
In accordance with Public Contract Code § 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

24. Evaluation of Consultant (Exhibit 10-R, Article XXX).

Consultant's performance will be evaluated by City. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the Agreement record.

Attachment 2

Citywide Map



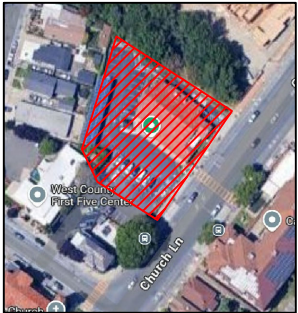
① SAN PABLO CITY HALL
(100 Gateway Ave)



② SAN PABLO POLICE DEPARTMENT
(Under Construction)



③ SAN PABLO LIBRARY
13751 San Pablo Ave



④ SAN PABLO SENIOR
CENTER
1943 Church Ln



⑤ HAPPY FRIDAY PARK
1701 BUSH AVE



⑥ RUMRILL
SPORT PARK
1509 rumrill blvd



⑦ DAVIS PARK
1667 Folsom Ave



⑧ DAVIS PARK RECREATION
1667 Folsom Ave



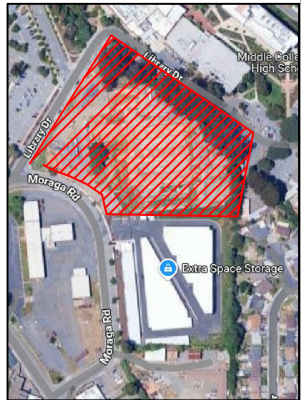
⑨ CITY CORP. YARD
1515 Folsom Avenue



⑩ KENNEDY
PARK
(Corner of
Brookside
and 23rd
Street)



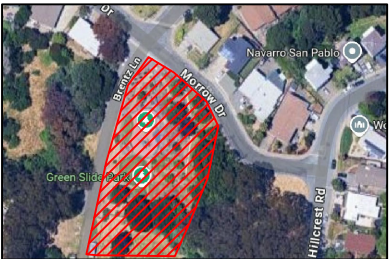
⑪ SAN PABLO
COMMUNITY
CENTER
(2450 Rd 20)



⑫ MCNEIL PARK
(2600 Moraga Rd)



⑬ WANLESS PARK
2999 21st St



⑭ BRENTZ LANE
PARK
Corner of Brentz lane
and Morrow Dr

Attachment 3

ADA^{*} Transition Plan Update City of San Pablo 2009

Adopted September 8, 2009 by Resolution 2009-085 of the San Pablo City Council

^{*} Americans with Disabilities Act

Background

Title II of the Americans with Disabilities Act (ADA) protects qualified individuals with disabilities from discrimination on the basis of disability in programs, activities and services provided or operated by all state or local governments. The ADA defines “disability” as (1) a physical or mental impairment that substantially limits one or more major life activities; (2) a record of such an impairment; or (3) being regarded as having such an impairment.

One of the Title II requirements is that every local government provide a “Transition Plan” that outlines the steps it will take to remove physical barriers to program accessibility. The Transition Plan at a minimum should include

- 1) A list of the physical barriers in a public entity's facilities that limit the accessibility of its programs, activities, or services to individuals with disabilities;
- 2) A detailed outline of the methods to be utilized to remove these barriers and make the facilities accessible;
- 3) The schedule for taking the necessary steps to achieve compliance with Title II. If the time period for achieving compliance is longer than one year, the plan should identify the interim steps that will be taken during each year of the transition period;
- 4) The name of the official responsible for the plan's implementation;
- 5) A schedule for providing curb ramps where pedestrians cross streets.

Considering current projects, budgets and priorities, the City of San Pablo’s Transition Plan outlines what it plans to do in the next five years (2009/10 through 2013/14) to improve disabled access throughout the city. In addition to including disabled access as part of significant improvement projects, recent years have seen approximately \$5,000 per year go towards improving City Hall accessibility and \$25,000 per year go towards curb ramp construction. The City of San Pablo will continue to put such resources into disabled access. The above figures were used as estimates in the development of this Transition Plan. The official responsible for implementation of the Transition Plan is the Public Works Director.

The following City Standard Details, available on the City website, apply to the various items discussed in this plan

- Curb ramp
- Driveway
- Tree grate

Part 1: City Hall

Getting to City Hall by Public Transportation or Foot.

The ADA requires that all city services, activities, programs, and employment opportunities are accessible to people with disabilities. Getting to City Hall is of the utmost importance, and thus is the first thing considered in San Pablo’s Transition Plan.

The following section considers the intersection adjacent to City Hall and the cross streets within several blocks of City Hall (which encompass nearby bus stops on the AC Transit L, 70, 72, 72R, 76 and 376 lines). Specifically, it deals with San Pablo Ave between its intersections with 23rd Ave and San Pablo Dam Road, and Church Lane between its intersections with Villa Drive and El Portal Drive.

Within the specified area, the most universal barrier to access is the steep cross slope where driveways cross sidewalks. Nearly all driveways exceed the required maximum allowable 2% cross slope. In most locations, however, the sidewalk is wide enough to install ADA compliant driveways. While there are curb ramps throughout this section of road, not all have truncated domes, and some have other deficiencies. These should also be fixed. There are also various tripping hazards. Some trees do not have grates, and roots from some trees along San Pablo Ave are lifting up the sidewalk.

Deficiencies along Church Lane were corrected with the Church Lane repaving project (Project No. PW 491) in 2007. The San Pablo Avenue Overlay project (Project No. PW 468) is currently scheduled to start construction in Fall 2009, and includes numerous ADA “fixes”. These projects provide an ideal opportunity to make bus stops and sidewalks along these stretches of road accessible. Current obstacles to travel and what will be done about them are shown in the table below.

Problem	Recommended course of action	Estimated cost	Project included in
Steep cross slopes at driveways along San Pablo Avenue.	Install 42 ADA compliant driveways.	\$200,000	San Pablo Ave Overlay
Locations along San Pablo Ave lack ADA compliant curb ramps.	Install 18 ADA compliant curb ramps.	\$27,000	San Pablo Ave Overlay
Tripping hazards along San Pablo Ave where large trees distort the sidewalk.	Remove 20 trees, replace them, install grates, repave the surrounding area.	\$50,000	San Pablo Ave Overlay
Tripping hazards along San Pablo Ave where areas surrounding tree trunks are lacking grates	Install 20 tree grates.	\$6,000	San Pablo Ave Overlay

City Hall Parking Lot

In addition to ensuring that disabled individuals who use sidewalks can access City Hall, it is also necessary to insure that parking facilities at City Hall are accessible. Currently, City Hall has an adequate number of parking spaces for ADA compliance, but improvements are still needed. The following table shows problems in the current parking lot. Currently, the 5 Year Capital Improvement Program includes renovation projects at City Hall. While several of the parking lot problems could be addressed by these projects, the State financial crisis has resulted in a loss of funding for these projects. The City will seek funding for the needed improvements, and they will be included in the 5 Year Capital Improvement Program for future construction.

Problem	Recommended course of action	Estimated Cost	Project included in
"NO PARKING" not written in aisle between handicap parking spaces.	Write "NO PARKING" in aisle	\$100	City staff
Curb ramps in parking lot lack truncated domes, have large lips.	Install six ADA compliant curb ramps.	\$12,000	City Hall Renovation
No space for wheelchair to sit next to two separate benches.	Remove several plants, pave extra space for a wheelchair.	\$300	City Hall Renovation
Low lighting levels at night making wheelchair-bound users more difficult to see and making seeing difficult for persons with impaired vision.	Retrofit lighting fixtures with brighter lights	\$10,000	City Hall Renovation

City Hall Outdoor Premises

Upon arriving at City Hall, there are various locations a disabled individual may wish to go to. It is necessary to ensure that they can easily get to and from their destinations. Currently, the 5 Year Capital Improvement Program includes renovation projects at City Hall. While several of the problems could be addressed with the renovation project, the State financial crisis has resulted in a loss of funding for the project. The City will seek funding for the needed improvements, and they will be included in the 5 Year Capital Improvement Program for future construction. Below is a table showing problem areas on the City Hall premises. The Transition Plan recommends fixing these problem areas as part of the City Hall Renovation Project. Smaller problems can be fixed by city staff.

Problem	Recommended course of action	Estimated Cost	Project included in
Many stairways have only one, and sometimes no, handrails. Most handrails that are present do not comply with ADA requirements.	Install 20 ground-anchored handrails.	\$10,000	City Hall Renovation
Doorways to Building 2 have >1" lip.	Install mini-ramps.	\$2,000	City Hall Renovation
Five grates on premises (2 adjacent to Building 2, 3 adjacent to Maple Hall) have large grate openings.	Install grates with smaller grate openings.	\$4,000	City Hall Renovation
Ramp to central courtyard is steep.	Place handrails along both sides of ramp.	\$1,000	City Hall Renovation
Fountain between Buildings 2 and 3 is walking hazard.	Place warning curb around it.	\$1,000	City Hall Renovation
Fountain adjacent to Building 3 has poor knee clearance.	Fix or adjust fountain.	\$1,000	City Hall Renovation

Two doormats in front of Maple Hall require anchoring.	Anchor doormats	\$300	City staff
Handicap parking space next to Building 5 has no loading zone.	Rearrange parking spaces.	\$500	City staff
Mats in front of Maple Hall can curl up	Anchor mats		City staff
3" lip, large cross-slope between Alvarado Adobe Museum and Building 1.	Repave area, install handrail if necessary.	\$40,000	City Hall Renovation
No contrasting stripes on all exterior stairs.	Install and maintain contrasting stripes on all 45 stairs.	\$700/year	City staff

City Hall Buildings

Maple Hall: Maple Hall acts as San Pablo's primary community center. It is rented out for community events, used for Bingo, and contains an art gallery. The kitchen was remodeled in 2005 to be ADA- compliant. The current 5 Year Capital Improvements Program includes Maple Hall Upgrades (Project No. MB 027). The following are barriers to accessibility in Maple Hall that should be addressed in this and future upgrades.

- Sixteen round doorknobs should be replaced by levers.
- Drinking fountain in lobby is too high above floor and should be lowered.
- Stairways have poor and/or noncompliant handrails that should be upgraded.
- Most stairs lack contrasting stripes.
- Several fire alarms are too high and should be lowered to 48" from floor.
- Several electrical outlets are too low, and should be raised to at least 15" from floor
- Elevator lacks hand rails.
- Paper towels and soap dispensers in bathrooms are too high, and should be lowered to 40" from floor.
- Urinal on main floor is too high and should be lowered.
- Toilets on main floor are too low.
- Bathrooms have exposed pipes below sinks. Insulation should be installed.
- Bathrooms and heater rooms are lacking appropriate signage.
- Upstairs bathrooms are very small.
- Stairs have 10" horizontal run, should be 11".

Building 1: Building 1 is a one story building that houses the offices of the City Clerk, City Manager, City Council, and the department of Human Resources. Barriers to accessibility in Building 1 are listed below.

- Six round doorknobs should be replaced by levers.
- Toilet seat covers in bathroom are too high, should be lowered.
- Insufficient strike-side clearance for bathroom door.

Building 2: The downstairs of Building 2 houses the City Treasurer, Finance Department, and Council Chambers. The upstairs houses the City Attorney's office and

the West Contra Costa Transportation Advisory Committee (WCCTAC). Barriers to accessibility in Building 2 are listed below.

- Thirty-three doorknobs should be replaced by levers.
- Several mats on premises (one at entrance to Council Chambers, one in copy room) can curl up, should be anchored.
- The dais in the Council Chambers is not wheelchair accessible.
- Drinking fountains near entrance to Council Chambers are too low.
- Front desk to finance office is 41" high, should be lowered to 34".
- All six bathroom sinks in building have un-insulated pipes.
- Sinks in both downstairs bathrooms near Council Chambers have non-levered hardware.
- Paper towel and soap dispensers in all downstairs bathrooms are too high.
- Downstairs bathrooms are lacking appropriate signage.
- Insufficient strike-side clearance at several doors.
- Stairs have 10" horizontal run, should be 11".
- Fire door on back stairway has insufficient strike-side clearance.
- Upstairs bathrooms are too small.
- Upstairs is not wheelchair accessible.

Building 3: Building 3 is a two-story building that houses Community Development and the Development Services Division. Barriers to accessibility in Building 3 are listed below.

- Twenty-one doorknobs are round, should be replaced by levers.
- All bathrooms lack appropriate signage.
- All bathroom sinks lack levered faucets.
- Pipes beneath all bathroom sinks are lacking insulation.
- Paper towels and soap dispensers are too high.
- Bathrooms are too small, have insufficient turning radius.
- Second floor not wheelchair accessible.

Building 5: The downstairs of Building 5 houses Code Enforcement and Recreation. The upstairs houses the West Contra Costa Public Education Fund, the West Contra Costa Integrated Waste Management Authority (WCCIWMA), and other tenants. Barriers to accessibility in Building 5 are listed below.

- Twenty-three doorknobs should be replaced by levers.
- Paper towels in downstairs bathrooms are too high.
- Various problems with door clearances throughout building.
- Second floor bathrooms are far too small.
- Stairways have insufficient rail extensions.
- Stairs lack contrasting stripe.
- Door in main stairway blocks access.
- Second floor not wheelchair accessible.

Priorities and strategy: The City of San Pablo has a limited budget and cannot fix every barrier to accessibility at City Hall. For example, ensuring second floor access

(installing elevators) in many cases is far out of reach of the City's budget. Likewise, problems such as insufficient door clearances require significant structural change to a building. As a result, the city finds it more important at the current time to focus on ways to make general programs accessible rather than entire buildings. Nevertheless, the city will actively pursue grants for building renovations in compliance with the ADA, placing highest priority on Building 2.

Most important is access to public spaces. The following is a list of top priorities at City Hall, in descending order of importance

1. Public access from sidewalk or parking lot.
2. Front desk to each building is accessible.
3. At least one bathroom on premises is fully accessible and hopefully one in each building that has public bathrooms. This means
 - a. One of each sex in Maple Hall
 - b. One of each sex in Building 2
 - c. Downstairs bathrooms in Building 5
4. Doorknobs throughout premises are replaced.

Noting these priorities, the Transition Plan recommends the following be performed by 2014:

What	Estimated Cost	Target Date of Completion
Lower front desk in Building 2.	\$3000	2012
Lower paper towel and soap dispensers in ground floor bathrooms.	\$2000	2012
Install appropriate signage to bathrooms.	\$500	2012
Insulate pipes below sinks in ground floor bathrooms.	\$200	2012
Install levered hardware on bathroom sinks.	\$1000	2012
Adjust height of non-compliant drinking fountains.	\$2000	2013
Replace doorknobs with levers in Building 2	\$3500	2013
Replace doorknobs with levers in Building 5	\$3500	2013
Replace doorknobs with levers in Building 3	\$2500	2013

Part 2: Other City Facilities

Davis Park: Davis Park currently acts as the only major park in San Pablo. Included in Davis Park are such things as a baseball field, basketball court, several playgrounds and a picnic area. Improvements to Davis Park are to be performed within the next several years, and the City of San Pablo intends to include in this project items pertaining to ADA compliance. This project should address the following issues.

- “NO PARKING” not written in loading zones.
- Van accessible space has no “Van accessible” sign.
- Two trees on sidewalk by entrance require grates.
- Benches next to south playground are not wheelchair accessible.
- South playground is not wheelchair accessible.
- Hill near baseball diamond has excessive slope, requires rail.
- Steps to first base side bleachers require rail.
- Steps to dugouts require rail.

Police Station: Barriers to accessibility at the San Pablo Police Department are listed below:

- “NO PARKING” not written in handicap loading zones.
- No van accessible parking space.
- One more handicap parking space needed.
- Locks on gates have no levered hardware.
- No truncated domes on loading ramp at handicap parking space.
- Payphones in lobby are too high and lack volume control.
- Clearance issues on various doors.
- Both stairways have open risers and lack handrail extensions.
- No grab bars on jail cell toilets.
- Accessible lockers are poorly placed.
- Seat covers and paper towels in upstairs bathroom are too high.
- Soap dish in women’s shower is too high.

Church Lane Senior Center: Barriers to accessibility at the Church Lane Senior Center are listed below.

- One handicap accessible parking space forces user to go directly behind cars. Signage should be removed.
- Landing at the top of the ramp from accessible parking spaces is blocked by a bench. Bench should be moved.
- No truncated domes to cross driveway.
- Bench by back side of the building has no adjacent space for a wheelchair.
- Wheelchair lift to stage does not operate, should be fixed.
- Fire alarm in kitchen is too high, should be lowered to 48” from floor
- Light-switch in women’s bathroom is too high, should be lowered to 40” from floor.

Davis Park Multi-Use Building: Barriers to accessibility in the Davis Park Multi-Use room are listed below:

- Stove controls are not in front.
- Soap dispensers in both bathrooms are too high.
- Rails to stage are inadequate.
- One doorknob should be replaced by a lever.
- Wheelchair lift to stage is acting as storage, should be cleared out.

Davis Park Senior Center: Barriers to accessibility in the Davis Park Senior Center are listed below:

- Stove controls are not in front.
- Sliding doors to kitchen are not accessible for mobility impaired.
- Kitchen sink needs levered hardware.
- Sinks in both bathrooms need levered hardware.
- Both bathrooms have uninsulated pipes.
- Soap and paper towel dispensers are too high.
- Insufficient door clearance to bathrooms.

Head Start Building: Barriers to accessibility in the Head Start building are listed below. Since the building is currently being used for storage, it takes relatively low priority.

- Bathroom is too small.
- Pipe in bathroom should be insulated.
- Drinking fountain is not ADA compliant.
- Five doorknobs should be replaced by levers.
- Fire alarm is too high.

City Corporation Yard: The City Corporation Yard houses the city maintenance staff, offices and equipment. Barriers to accessibility at the corporation yard are listed below.

- No disabled parking.
- Eleven doorknobs should be replaced by levers.
- Stairs to sign room need rails.
- No wheelchair access to sign room.
- Insufficient strike-side clearance to locker room.
- Lockers have 4.5' in front of them, should be 5'.
- Bathroom and urinal room are both too small for a wheelchair to enter.

Wanlass Park: This park is currently under construction and slated for completion in 2010. It will contain ADA-compliant access, parking, walkways, restrooms, Environmental Education Center, and play structures.

Historic Buildings and Museums: The City of San Pablo operates several historic buildings that serve to remind us of what life in San Pablo was like before the Bay Area became a bustling metropolis. These are the Texeira House, Bunk House, Blume House, and the Alvarado Adobe museum. Due to their historic significance, removal of many

barriers to ADA compliance at these buildings may be infeasible, and others are a low priority anyway. Nevertheless, they are listed below in case renovations take place in the future.

- Texeira House has no wheelchair accessible entrance.
- Lawn in front of Texeira House blocks path near gate.
- Bathroom in Texeira House lacks grab bars and levered sink hardware.
- Pipes below Texeira House bathroom should be insulated.
- Ramp and steps to Bunk House both have poor rails.
- Blume House lacks rail on steps.

As with City Hall buildings, the City of San Pablo does not expect to fix every one of these problems within the next five years. It will, however, pursue grants to renovate these buildings. In the meantime, the following steps are recommended for the next five years:

Project	Cost	Target completion date
Parking lot improvements, such as writing “NO PARKING”, adjusting spaces, removing or installing signs.	\$2,000	2012
Adjust height of paper towel dispensers, soap dispensers, and seat cover dispensers	\$1,500	2014
Insulate pipes below bathroom sinks.	\$500	2014
Install lever hardware on sinks.	\$1,000	2014

Part 3: Sidewalk Accessibility and Curb Ramps

In the recent *Barden vs. City of Sacramento* case, the Ninth Circuit Court of Appeals ruled that maintenance of a public sidewalk system is considered a program, service, or activity covered by Title II of the Americans with Disabilities Act. In addition, the City of San Pablo feels it is important that disabled individuals can get around with minimal barriers to accessibility and safety. The past few years have seen the installation of curb ramps, truncated domes, and guide strips to make the city safer for pedestrians with disabilities. In addition to constructing curb ramps and guide strips, the City uses approximately \$45,000 each year to repair broken sidewalks that pose tripping hazards for all San Pablo pedestrians, and is diligent about installing audible signals for pedestrians at traffic signals. The City will continue these policies, as well as follow the plan outlined below. In addition, the City will notify utilities that it is their responsibility to fix or remove pedestrian hazards.

As part of its ADA Transition Plan, the City of San Pablo inspected pedestrian accessibility for disabled individuals. While the primary focus of this survey was on curb ramps, other issues such as missing sidewalks and dangerous bent crosswalks were also examined.

Each site that was determined to require a curb ramp was given one of four rankings. These rankings are:

“Compliant” – Complies fully with current ADA regulations

“Good” – Minor problems (such as lack of truncated domes), but generally accessible.

“Poor” – Major problems that could pose an obstacle to sidewalk access.

Frequently encountered problems were things such as lack of any warning surface or directional indication (neither appropriate grooves nor truncated domes), inadequate landing, and steep cross slope.

“None” – Locations that require a curb ramp but lack one.

Using this ranking system at 997 locations, the results were as follows:

21 ramps (2%) were rated “Compliant.”[†]

377 ramps (38%) were rated “Good.”

327 ramps (33%) were rated “Poor.”

272 locations (27%) were lacking ramps entirely.

Priorities

Going from most important to least important, the priorities for determining the order in which ramps and sidewalks are to be fixed or installed are ranked as follows:

1. Ensuring that all public services are accessible is the primary focus of the Americans with Disabilities Act, and a necessary function of any civic institution. As a result, locations near public institutions such as schools, Vale Hospital, Contra Costa College, Davis Park, the Senior Center, the Library, the Police Department, and, City Hall, were given top priority.
2. The City of San Pablo is host to several facilities that serve disabled individuals. Most notably, the Living Skills Center for the Visually Impaired at any time hosts 14 blind or visually impaired individuals and teaches them various skills useful for everyday life. After completing a one-year program, many graduates of the Living Skills Center continue to live in San Pablo. The City thus places a high priority on ensuring accessibility and safety along pathways between the Living Skills Center and other institutions such as Contra Costa College, nearby shopping centers, and City Hall. In addition, the City is also home to several senior housing facilities. Areas near such facilities were also given high priority.
3. The City of San Pablo contains some hilly regions. These hills produce large slopes, which can be hazardous for wheelchair users. The City assumes that such slopes discourage wheelchairs from using these sidewalks, and that flattening the hills is a highly infeasible option. As a result, the City has decided to focus primarily on building curb ramps in flat regions.
4. Building ramps at corners where there currently are no ramps is to take priority over fixing non-compliant ramps.
5. Arterial streets and areas of high foot traffic, especially streets that serve bus lines, are to be prioritized over low traffic areas.

[†] Due to constantly changing regulations, the only compliant ramps are those built this year

Areas of concern

San Pablo Avenue near City Hall: Near City Hall, pedestrian access along San Pablo Avenue is good, although there are some problems when it comes to handicap accessibility. Due to the proximity to City Hall, these problems come under special scrutiny. Such problems include lack of truncated domes at curb ramps, trees with missing grates, excessive cross slopes at driveways, and trip hazards where trees are lifting the sidewalk. These issues will be addressed in an upcoming paving project for San Pablo Avenue between San Pablo Dam Road and 23rd Street, which also includes driveway modifications, curb ramp upgrades, and sidewalk repair. The removal of approximately 20 trees lifting the sidewalk has already been completed (Project No. PW 340) and sidewalk repairs and installation of new trees and ADA-compliant tree grates is included in the paving project (Project No. PW 468); 18 Curb ramps and 42 driveways will be replaced and made compliant, and 20 treewells will have grates installed. This project is currently in San Pablo's Five Year Capital Improvements Program and will utilize available federal transportation funding.

Various locations near the Living Skills Center for the Visually Impaired: Ensuring safety and accessibility for the residents of the Living Skills Center is a high priority for the City of San Pablo. Examining past requests from the Living Skills Center, likely paths of travel for its residents (between the center and Contra Costa College, City Hall, and nearby shopping centers), and feasibility, the Transition Plan recommends the following actions:

- Replace 10 curb ramps at locations between the Living Skills Center and Contra Costa College: Two At the intersection of Road 20 and Mission Bell Drive, four at the intersection of San Pablo Avenue and Road 20, and four at the intersection of San Pablo Avenue and El Portal Drive. (Curb ramp replacements at San Pablo Avenue and Laurie Lane were completed in 2008 by a developer under the terms of their permit with the City.)
- Install six truncated domes at otherwise compliant curb ramps: three at the entrance to the Abella development and three at the intersection of Mission Bell Drive and El Portal Drive.
- Add truncated domes to the three pedestrian islands at the intersection of San Pablo Avenue and El Portal Drive.
- Install guide strips at three locations: Crossing San Pablo Avenue at Laurie Lane, to and between the pedestrian islands at the San Pablo Avenue/El Portal Drive intersection.

Folsom Ave: Folsom Avenue serves the City Corporation Yard and Davis Park (which contains various facilities, including a Senior Center). There are four locations along Folsom Street, however, that lack curb ramps. The Transition Plan recommends installing curb ramps at each of these four locations.

11th Street North of Broadway: North of Broadway Avenue, 11th Avenue acts as a collector street and serves the 71 and 376 bus lines, but many corners lack curb ramps

entirely. The Transition Plan recommends the construction of 15 curb ramps on 11th Street at and North of Broadway at the locations where there currently are none.

Rivers Street: Rivers street is a collector street that lacks curb ramps at many locations. The Transition Plan recommends constructing 23 curb ramps at locations where there currently are none.

San Pablo Avenue North of Rivers Street: North of its intersection with Rivers Street, San Pablo Avenue ceases to have sidewalks on either side. The upcoming San Pablo Avenue Sidewalk Construction project (Project No. PW 331) will install sidewalk on the east side of San Pablo Avenue between Rivers Street and Lancaster Drive.

I-80 / San Pablo Dam Road Interchange, San Pablo Dam Road, and Amador Street: The freeway interchange at I-80 and San Pablo Dam Road is planned for replacement. The new construction will address numerous current accessibility issues, including: lack of sidewalks on San Pablo Dam Road approaching the bridge, inadequate sidewalk width on the bridge, non-compliant curb ramps, lack of safe bicycle access, lack of sidewalks on Amador Street approaching San Pablo Dam Road, hazardous crossing of Amador Street from the pedestrian freeway overcrossing.

San Pablo Dam Road between San Pablo Avenue and I-80: The I-80 Integrated Corridor Mobility Project includes upgrades of traffic signals to include audible and vibro-tactile countdown pedestrian signals.

El Portal Drive between I-80 and Church Lane: There is currently no sidewalk along this section of El Portal Drive, yet people walk on the dirt shoulder, which is not handicapped-accessible. A new sidewalk is being constructed here, which will be ADA-compliant.

Lake Street: Lake Street acts as a residential street west of San Pablo Avenue and exhibits a high concentration of missing curb ramps. Along the street, eleven locations lack ramps. Unfortunately, Lake Street is not as high a priority as other projects, but this high concentration of missing ramps will be noted and ramps will be constructed as funding allows.

Policies: The City of San Pablo includes the construction of ADA compliant curb ramps and driveways in road resurfacing projects for which funds allow. In residential areas, this will mean constructing curb ramps at locations where there currently are none. In commercial areas and areas of high pedestrian traffic, old curb ramps will be replaced by compliant ramps, and where right of way allows, driveways will be modified to meet ADA compliance. In addition, the City will continue its policy of prioritizing the construction of curb ramps when requested by San Pablo residents, continue to repair broken sidewalks, and remain diligent at installing audible signals at traffic lights.

Projects already included in the 5 Year Capital Improvement Program and budgeted in FY 2009/10

Various roadway reconstruction and sidewalk construction projects are included in the 5 Year Capital Improvement Program and budgeted in FY 2009/10. As stated above, these projects will include components relevant to handicap access; ADA related components and their associated costs are shown in the table below. In addition, the City has included several “placeholder” projects to accommodate both unforeseen necessary ADA related improvements and repairs, and to allow for funding of annual progress toward ADA-compliance goals as defined above.

Project	What included	Expected completion date	Estimated Cost of Compliance
ADA Upgrades – Municipal Buildings (MB 043)	Various items as described above	2010	\$37,890
Broadway Traffic Calming and Resurfacing (PW 333)	One curb ramp	2010	\$3,000
Wanlass Park (PW 405)	New park area with pathways and buildings	2010	\$300,000
Rumrill Boulevard Bridge Replacement (PW 442)	Install one curb ramp, replace 4 other curb ramps.	2010	\$15,000
El Portal Gateway (PW 455)	New sidewalk & curb ramps	Phase 1 – 2010 Phases 2 and 3 - 2014	\$200,000
San Pablo Avenue Overlay (PW 468)	ADA compliant driveways and curb ramps, tree grates.	2009	\$150,000
Old Town Curb Ramps (PW 477)	Curb ramps as needed/requested by the public	2010 to 2014	\$5,000 per year
I-80 / San Pablo Dam Road Interchange (PW 483)	Sidewalks, curb ramps, bicycle lanes on bridge; sidewalk along San Pablo Dam Road; new intersection at Amador Street; replacement pedestrian overcrossing.	2012 to 2016	\$2,000,000
I-80 Integrated Corridor Mobility Project (PW 544)	Traffic signal upgrades (audible, vibro-tactile, countdown pedestrian signals)	2012	\$100,000 est. (Alameda Congestion Management Authority project)
ADA Upgrades and Curb Ramps (PW 549)	Traffic signal upgrades, curb ramps, and other upgrades ramps as needed/requested by the public	2010 to 2014	\$20,000 per year
Pedestrian Safety / Sidewalk Repairs (PW 550)	Sidewalk repairs ramps as needed/requested by the public	2010 to 2014	\$50,000 per year
San Pablo Ave sidewalk construction (Rivers St. to Lancaster St)	Sidewalk along San Pablo Avenue between Rivers Street and Lancaster street.	2014	\$300,000

Exhibit B
Consultant's Proposal dated March 11, 2025



CITY OF **SAN PABLO**

City of New Directions

**The City of San Pablo
Department Of Public Works
Engineering Division
Request for Proposals (RFP) for:
ADA Transition Plan – 2025 Update
(Project 0001) Consulting Services**

**Sally Swanson Architects, Inc.(SSA)
100 Bush Street, Suite 1625
San Francisco, California
www.swanarch.com
(415)-445-3045**



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Section A

Letter of Interest/ Cover Letter

March 11, 2025

Matthew Brown, P.E., Senior Civil Engineer
City of San Pablo, City Clerk's Office
1000 Gateway Avenue
San Pablo, CA 94806

Re: City of San Pablo, Request for Proposals ADA Transition Plan – 2025 Update, (Project 0001)

Dear Matthew Brown and Colleagues,

Sally Swanson Architects, Inc. (SSA) a California licensed and certified WBE, SBE and DBE firm, is honored to present its Proposal to the City of San Pablo, California to conduct an Americans with Disabilities Act (ADA) Transition Plan Update. A concentration of staff resources, hands-on management and ADA access compliance experience/ methodology will generate the highest value of services to the City of San Pablo. SSA's dual professional practice of ADA access compliance and Architecture sets it apart from its peers. In addition, SSA will use a method of data collection that is proven to be more efficient and accurate than manual surveying techniques.

Sally Swanson Architects, Inc. (SSA) Commitment to the City of San Pablo

SSA, and its dedicated staff, is committed to the City of San Pablo from the onset of its contract to beyond its formal tenure. When the contract concludes SSA makes itself available to answer questions or concerns regarding further understanding and monitoring of the Transition Plan.

SSA's proposal documents the firm's 45 years of ADA access expertise during which time the firm has created ADA Transition Plans, conducted ADA Transition Plan Updates and provided On-Call ADA access compliance services for over 500 projects including cities, counties and public agencies to ensure compliance with federal and state disabled access regulations, the Americans with Disabilities Act (ADA), State Title 24 Building Code, U.S. Architectural and Transportation Barriers Compliance Board Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way, Public Rights-of-Way Accessibility Guidelines (PROWAG) and the Federal ADA Accessibility Guidelines and Standards (ADAAG & ADAS).

Authorized Individual to Negotiate a Contract for Proposed Services with the City of San Pablo

The letter of interest/cover letter is signed by Sally Swanson, AIA, CEO of Sally Swanson Architects, Inc. (SSA) who is the authorized individual to negotiate a contract for proposed services with the City of San Pablo on behalf of the team.

Acknowledgement of Addendums and Acceptance of Proposal Conditions

Sally Swanson Architects, Inc. (SSA) acknowledges receipt of Addendum No. 1 posted on February 25th, 2025.

SSA attests to its acceptance of the proposal condition to abide by the Local Employment and Contracting Opportunities by offering employment to local residents.

Goal Documentation – A Strong Team

Why choose SSA? A dedicated, knowledgeable and enthusiastic team with unparalleled depth of experience.

Thank you very much for your consideration. We look forward to the next steps in the selection process.

Sincerely,

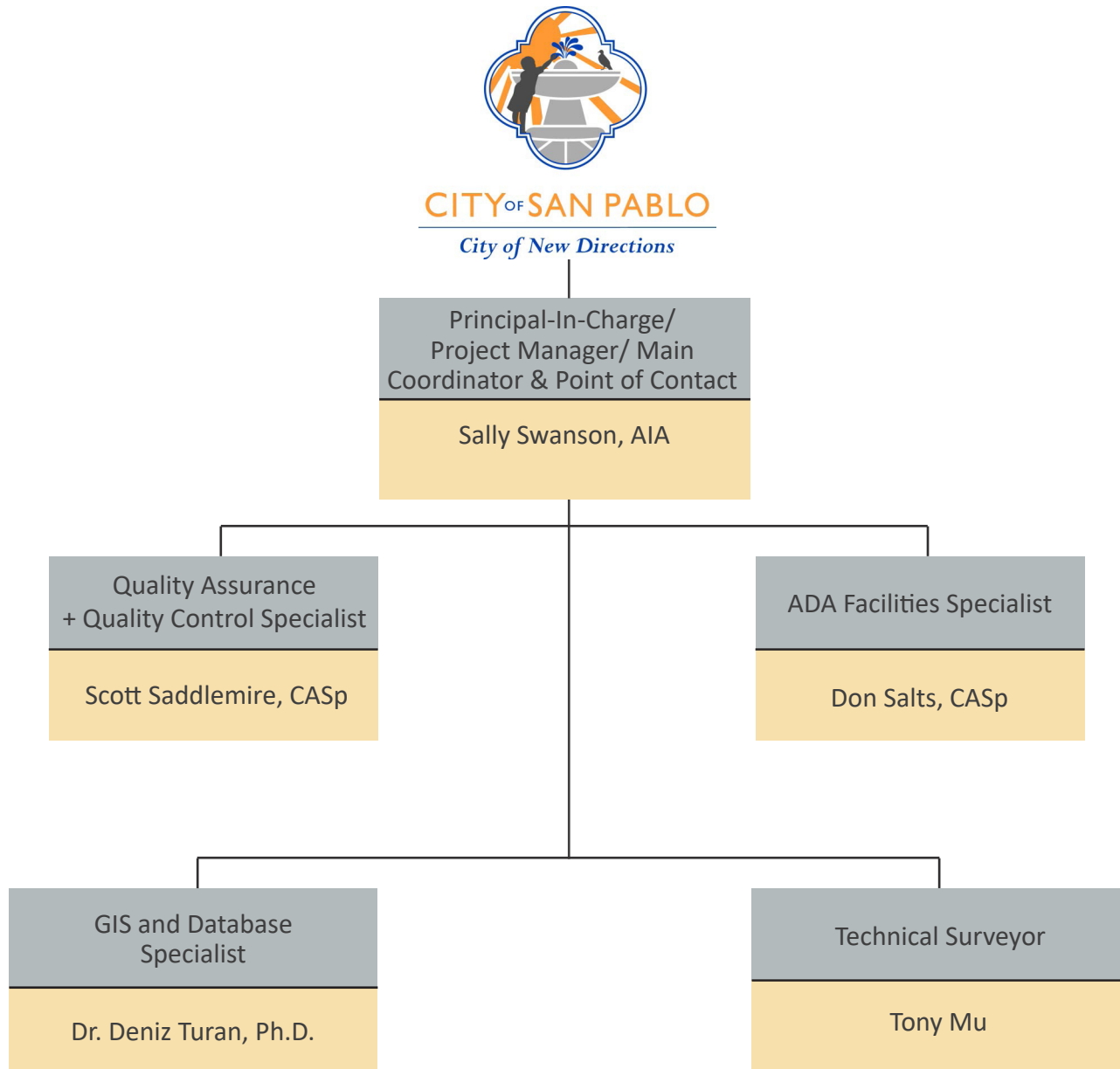


Sally Swanson, AIA, Principal -In-Charge, Project Manager, Main Coordinator & Point of Contact
Sally Swanson Architects, Inc.
100 Bush Street, Suite 1625 Phone: 415-445-3045
San Francisco, CA 94104 Email: sswanson@swanarch.com

Section B

Organization Chart/ Personnel

City of San Pablo Project Team



- Key team members identified in the submittal shall not change in the executed contract unless notified and approved by the City.
- Any substitutes of staff after submittal is received must be provided in writing and approved by the City if the contract is awarded.

Section C

Firm(s)

**Statement of
Qualifications**

Firm Profile

Firm Name: Sally Swanson Architects, Inc.

Years in Business: 45 years

Address: 100 Bush Street, Suite 1625

San Francisco, CA 94104

T 415-445-3045

M 415-308-6555 (Sally Swanson's Cell)

Firm Website: www.swanarch.com

Main Contact: Sally Swanson, AIA, as CEO and Founding Principal

Type of Organization: Private Company, California Corporation Incorporated Nov. 19, 2001

Name of Owner: Founder/Principal-in Charge Sally Swanson, AIA

CA Architect License: #C12746

San Francisco Business Registration Certificate: #379994

Firm Certifications:

- CA Department of General Services: Small Business Enterprise - SB(Micro)
- San Francisco Municipal Transportation Agency (SFMTA): Disadvantaged Business Enterprise (DBE)

Federal Tax I.D.: 01-0600856

CA Secretary of State Entity Number: #2275182

Scope of Services: Founded in 1980, Sally Swanson Architects, Inc. has two practice specialties:

1. ADA Access Compliance
2. Educational and Civic Architectural Design

Firm History and Organization:

Forty-five years ago Sally Swanson Architects started, and has continued, as a pioneering firm with a passion for creating accessible environments. Our belief is that the best access compliance begins with a deep knowledge of ADA compliance and combines it with a strong design understanding. Bridging the strict requirements of California ADA codes as well as the requirements of place-making design, we collaborate with our clients to create environments that mitigate barriers. We cover the broadest spectrum of projects. Sally Swanson Architects, Inc. has never failed or refused to complete any contracts.

The firm's expertise includes the preparation of Guidance Documents for the Division of the State Architect (DSA) now being used by plan reviewers, building departments, and cities and counties across California. SSA utilizes surface profiling technology that speeds up field data collection on sidewalks six times faster than the traditional approach. SSA provided Universal Design guidelines for the 2014 Sochi, Russia Winter Olympics and Paralympics, and the 2018 PyeongChang, South Korea Winter Olympics and Paralympics. SSA also provided the Accessibility Guidelines for the 2020 Tokyo Summer Olympics and Paralympics.

Sally Swanson Architects, Inc. (SSA) Statement of Qualifications

Sally Swanson, AIA, Principal-in-Charge (PIC) – Founder of Sally Swanson Architects, Inc. (SSA) is a licensed architect who will serve as a hands-on PIC, Project Manager, Main Coordinator and Point of Contact in a supervisory position overseeing every aspect of the firm’s collaborative effort with the City of San Pablo.

Interest and Commitment

SSA understands the level of coordination and commitment required for timely and cost-effective project delivery. SSA is a results-oriented firm that regularly meets client obligations to maintain schedule and budget. The firm manages increasingly complex projects, collaborates well with all interested parties, and imbues each project with a spirit of camaraderie that instills a sense of project ownership amongst all participants.

The SSA team is ready to begin its work to fulfill the City of San Pablo’s objective to conduct this ADA Transition Plan Update project within the specified eight-month timeline.

Demonstrated Competence

Sally Swanson was mentored decades ago by Ed Roberts, the legendary American disability rights activist and founder of the independent-living movement, who was himself severely disabled. It was at this juncture in her life that long-held values of equity and inclusiveness began to take shape; values that have informed her work for 45 years. And now, drawing on Ms. Swanson’s pioneering vision for creating a global inclusive environment, individuals are drawn to SSA based on their interest in making the firm’s accessibility philosophy their own.

Ms. Swanson’s education includes a M.A. in Urban Design and Planning, Columbia University; Environmental Studies, University of Washington; and a B.A. in Architecture, University of Illinois.

She is a member of the American Institute of Architects, American Public Transportation Association (APTA) Urban Design Working Group, Rotary Club San Francisco – Chinatown, and the Transportation Research Board (TRB) Subcommittee on Art and Design Excellence in Transportation.

Ms. Swanson founded her firm in 1980 and is a Paralympics Reporter accredited by the United States Olympic Committee. She has covered the Summer and Winter Paralympic Games for the past twelve years.

Accessibility is her passion. Creating inclusive environments globally is her life’s work.

Past / Current Project Success

The proposal submitted by Sally Swanson Architects, Inc. (SSA) demonstrates that since its founding, SSA, a State of California certified Small Business (SB) and Disadvantaged Business Enterprise (DBE), has evidenced a long-term dedication to serving the needs of persons with disabilities.

A concentration of robust and diverse staff resources, hands-on project management and innovative field accessibility techniques will generate the highest value of services to the City of San Pablo.

SSA has two professional areas of practice: Americans with Disabilities Act (ADA) access compliance and architecture design and planning consulting services. SSA’s Statement of Qualifications documents the firm’s 45 years of specialization in ADA Access Compliance, Accessibility Design, Field Accessibility Inspection Services and Project Accessibility Technical Review Services during which time the firm has conducted this relevant scope of work for over 500 projects, which include many California cities, counties, and public agencies, providing a full-range of services necessary to ensure client compliance with the myriad federal and state disabled access regulations.

Recent similar projects include those for the California Cities of Winters, Porterville, Los Banos, Emeryville, Richmond, El Cerrito, Oakley, Woodland, Vernon, Chowchilla, Salinas, San Carlos, Monterey, San Marcos, and Clovis. California Counties include Sacramento, Sonoma, Stanislaus, San Bernardino,

Placer, Kern, Marin, Mendocino, San Mateo, San Luis Obispo, Santa Barbara, and the County of Kings; SSA has worked with the California Department of Transportation [Caltrans] since 2004 on ADA access consulting services contracts. In addition, SSA is a DSA Plan Checker.

SSA Distinguishing Characteristics

The SSA in-house staff consists of long-term and dedicated SSA staff members that includes three (3) licensed Architects, seven (7) Certified Access Specialists (CAsp) and ICC-certified accessibility inspectors. In addition, SSA's GIS/Database Specialist, Dr. Deniz Turan, PhD, is dedicated to issues regarding the ADA and access compliance.

The proposed SSA team has an unparalleled depth of experience and will be led by Sally Swanson, AIA, who will provide a hands-on approach to every aspect of the project, complemented by her expertise, understanding and capabilities garnered from her portfolio of related ADA accessibility assessment projects. SSA's dedicated team is prepared to work closely with appropriate City of San Pablo staff and stakeholders to provide a uniquely comprehensive perspective on accessibility issues.

SSA staff has a deep knowledge of compliance requirements in American National Standard (ICC/ANSI); Americans with Disabilities Act (ADA); 2010 ADA Accessibility Guidelines (ADAAG); ADA Title II and III Regulations; Public Right of Way Access Guidelines (PROWAG) and Title 28 of the Code of Federal Regulations; Architectural Barriers Act (ABA); 2019 California Building Code (CBC) within Title 24 of the California Code of Regulations; California Civil Code; California Government Code; U.S. Architectural and Transportation Barriers Compliance Board Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way, California Health and Safety Code; the Caltrans *Highway Design Manual*; Caltrans Standard Plans (2010 and 2015), Caltrans Standard Specifications (2010 and 2015), Caltrans Design Information Bulletin (DIB) 82, the *California Manual on Uniform Traffic Control Devices* (CA MUTCD), Division of the State Architect Policies and Interpretive Regulations, International Building Code (IBC), Uniform Building Code (UBC), Uniform Federal Accessibility Standards (UFAS), and the Unruh Act.

SSA is also experienced with other relevant access obligations.

SSA experience regarding Wayfinding / Universal Design as it pertains to the Public Sector

Universal Design (UD) as practiced by Sally Swanson Architects, Inc. informs Global wayfinding solutions and creates public/civic environments that are enjoyable, easy to use, and work for everyone at any age with or without a disability. The Global Wayfinding principles that relate to spatial planning include key decision points, identity cues, prioritization of signage, nodes/hub standards and detectable keys to circulation. Ms. Swanson introduces the special tools and process that is time-tested, successful and contains scoping and technical requirements for accessibility to site, facilities, and buildings, with emphasis on providing full and equal access to all. These Global principles and guidelines promote better "access" for all individuals by improving practicality, comfort and feelings of inclusiveness. Ms. Swanson shares standards and Transit UD guidelines that she wrote as a member of the American Public Transportation Association (APTA) Urban Design Working Group to identify challenges that people with sensory and/or mobility impairments experience traveling to, riding and getting from transit. Recommended Practice is an Action Plan developed by Ms. Swanson to implement Universal Design (UD) principles and concepts. Ms. Swanson's process will move one successfully through a space without doubt, uncertainty or frustration. Ms. Swanson illustrates how assistive technologies create solutions for transit environments and has reported her findings – as a Paralympics Reporter accredited by the United States Olympic Committee – from the Sochi 2014 Winter Paralympic Games, the Rio 2016 Summer Paralympic Games, to the PyeongChang 2018 Winter Paralympic Games, Tokyo 2020 Paralympic Games and Beijing 2022 Winter Paralympic Games. She shows it is possible to significantly increase the level of accessibility for everyone including the elderly population and persons with disabilities.

"Wayfinding for All" a book to be published, written by Sally Swanson, is directed to a broad and diverse audience of professionals and public officials as well as those interested in an accessible environment that can be navigated by all persons, regardless of physical and mental abilities, "Wayfinding for All" is a single source compendium of information that is encyclopedic in scope, yet easy to understand and utilize.

“Wayfinding For All” addresses a comprehensive set of tools and differs from current wayfinding publications that are usually focused on single disciplines, subjects, or issues such as accessible construction, signage, or specific user groups.

In addition, the book recognizes that modern applications of accessible design reflect both the principles of Universal Design and Wayfinding. Further, it is structured so that necessary information is easy to find, cross-referenced and enhanced with photos, graphics, and illustrations that directly support the written material.

The target audience consists of design professionals, transportation planners, public officials, those involved in policy making, and educators. These groups are made up of a variety of professionals and public officials including architects, landscape architects, civil engineers, urban designers, transit and airport managers and planners, code development professionals, and educators instructing those destined to be involved in the areas of environmental design and planning, public affairs dealing with urban development, and the creation and management of transportation systems.

A great deal of work has been done that establishes theories and principles of Wayfinding and Universal (Inclusive) Design. However, the purpose of this book is to not to explain or present these theories and principles but to provide a useful tool for their application. To the greatest extent possible, this publication is designed to be a comprehensive, one source document that does not require the user to search through other materials such as codes and regulatory information, as well as tedious theoretical treatises to discern the necessary information to accomplish wayfinding design tasks. Purposely written in active voice, the intent is to offer designers, planners, public officials, and those involved in developing wayfinding systems with a practical reference (or handbook) that offers information and guidelines that can be directly applied when creating environments that aid all people in finding their way.

The book is structured so that necessary information is readily easy to find and is cross-referenced with definitions and illustrations that help with design applications.

ADA Accessibility Consulting Services and Experience

Self-Evaluations: SSA provides a comprehensive review of an organization’s policies and procedures, with recommendations for improving program access for those with disabilities. SSA can also train staff to evaluate on their own. Barriers to ADA compliance are pinpointed so that they can be addressed to achieve compliance. These include not only physical access at facilities, programs, and events, but also employment policy, training, emergency management and grievance policy management.

Transition Plans: The Transition Plan contains ADA surveys of all public facilities, identifying any structural modifications necessary for the removal of barriers to program accessibility. SSA has more than thirty-six years of experience developing ADA Transition Plans for over 100 public and private entities; we also work with Cities, such as St. Louis, MO, where we trained staff to conduct rights-of-way surveys.

Physical Access Compliance Survey / Paths of Travel: SSA’s Paths of Travel surveys provide a comprehensive, detailed physical survey, including full documentation, evaluation reports, and proposed alternative cost-saving solutions.

ADA Workshops and Training: Our experienced CASp professionals have provided training of staff on ADA surveying, design, disability awareness, and ADA sensitivity. SSA delivers programs and activities that minimize exposure to complaints and grievances. We can provide workshops about the new ADA Accessibility Guidelines and how the new 2010 requirements differ from the California Accessibility Standards.

Guidelines, Standards and Specifications: SSA has prepared a variety of guidance documents that cover all accessibility issues and requirements that must be considered for project designs. Standards and checklists set a framework of code compliance expectations that can be quickly determined.

SSA Accessibility Consulting (Selected Projects)

Over the past 36 months, SSA has completed surveys and site audits on 15 million square feet of property.

CITIES AND TOWNS

Alameda
Bellflower
Camarillo
Chowchilla
Clovis
Corte Madera
Cotati
Daly City
Danville
Dixon
El Cerrito
Elk Grove
Emeryville
Fairfax
Fairfield
Fort Bragg
Fremont
Garberville
Larkspur
Lemoore
Lincoln
Los Angeles
Los Banos
Madera
Marin County
Mariposa
Mill Valley
Montebello
Monterey
Mountain View
Oakland
Oakley
Orinda
Oxnard
Pleasant Hill
Porterville
Rancho Cordova
Rialto
Richmond
Ross
Salinas
San Bernardino
San Carlos
San Diego
San Francisco
San Leandro
San Marcos
San Rafael
Santa Ana
Santa Barbara
Santa Clara

COUNTIES

Alameda
Brown, WI
Calaveras
Contra Costa
Del Norte
Kern
Kings
Marin
Mendocino
Monterey
Napa
Placer
Riverside
San Bernardino
San Diego
San Francisco
San Luis Obispo
San Mateo
Santa Clara
Santa Cruz
Sonoma
Stanislaus
St. Louis, MO
Sunnyvale

CITIES AND TOWNS CONT'D

Sausalito
Scotts Valley
Seaside
Solana Beach
Tracy
Tulare
Turlock
Vacaville
Vernon
Watsonville
Winters
Woodland
Yorba Linda
Yucca Valley

HEALTHCARE

Agnews State Hospital
Alta Bates Summit Medical Center
Kaiser Permanente
Sutter Medical Health Facilities
Ventura County Medical Center
Marin General Hospital
UC Davis Medical Center
Union Community Health Center

CAMPUSES

American River College
Butte College
California Community College Districts
California Polytechnic State Univ. SLO
California State University Monterey Bay
California State University San Jose
California State University Sonoma
Consumnes River College
Contra Costa Community College District
Cuesta Community College
Delta College
Desert Community College District
Eastern Washington University
Evergreen Community College
Feather River College
Folsom Lake College
Foothill DeAnza Community College
Gavilan Community College
Glendale Community College
Hartnell College
Kern Community College District
Laney College/Peralta CCD
Las Positas Community College
Los Angeles Community College District
Los Banos College
Los Rios Community College District
Marin Community College District
Merced College
Monterey Peninsula Community College
Mt. San Antonio Community College District
Napa Valley College
Oakland Unified School District
Ohlone Community College
Oregon State University
Riverside County Board of Education
Sacramento City College
San Diego Community College District
San Diego State University
San Francisco Community College
San Francisco State University
San Jose Community College
San Joaquin Delta Community College
San Mateo Community College District
Santa Monica Community College
Santa Rosa Junior College District

CAMPUSES CONT'D

Sierra College
Solano Community College District
Sonoma State University
Southwestern Community College District
UC Berkeley
UC Davis
UC Santa Barbara
West Contra Costa USD
West Hills Community College
West Valley Community College
Yuba College
UCLA

AGENCIES & OFFICES

CA Lottery; HQ
B.A.R.T.
Bayer Corporation
CA Dept. of Corrections and Rehab
CA Dept. of General Services
CA Dept. of Fish & Game
CA Dept. of Rehabilitation
CA Dept. of Transportation
CA Employment Development Dept.
CA DMV
California Community College Chancellor's Office
California Environmental Protection Division of the State Architect
Genesis One Tower
Golden Gate National Recreation Area
Marin Municipal Water District
Northeast Community Federal Union
Oakland Coliseum
Oakland Port Authority
Office of Public School Construction
Port of San Diego
Presidio of Monterey
Real Estate Services Division, DSA
RNM Properties
Shorenstein Properties, LLC
Sperry Van Ness International
State Allocation Board

HOTELS/INNS

Esalen Institute, Big Sur
Fairmont San Francisco
Fairmont San Jose
Fairmont Miramar Hotel, Santa Monica
Hilton Hotel, San Jose
Sea Ranch Lodge
Carlton Hotel, Atascadero
Elk Lodge

Innovative Techniques

A Solution for Data Collection

Digital Profiling of Sidewalk Inventory & GIS Integration

SSA utilizes a walking sidewalk profiler developed by Surface, Systems and Instruments, Inc. (SSI), specifically to measure compliance with ADA criteria. The profiler offers a superior alternative to the traditional method of manual survey collection with a cost-effective proprietary technology in gathering field data within the public rights-of-way.

Comparing manual sidewalk collection (dots) vs profiler sidewalk collection (lines)

At SSA, we ensure the survey data are accurate and precise. The profiler survey data in the below diagram (lines) collected by four different surveyors confirms the consistency of data and the repeated performance of identifying cross slopes greater than 2.0%. However, the manual data collection (dots) lacks the same consistency and fails to capture some areas where the cross slope is greater than 2.0%. For these reasons, SSA uses the profiler for all sidewalk data collection to ensure our clients are given the most accurate and meaningful data.



Profilers and GIS Tools

Sidewalk profiling devices enable the capture of highly accurate location-specific data about barriers and hazards that can make a sidewalk difficult to navigate. Innovative software mounted on the profilers allow for the data to be exported to a city's asset management database or integrated into a geodatabase.

Unlike survey data collected at a curb ramp, which is located at one point in an intersection, data along a mid-block section of a sidewalk could be spread over anywhere between a ¼ mile to several miles. Using GIS technology to pinpoint these multiple locations along the length of a section of sidewalk is the most feasible way for a contractor to go out and repair sections of sidewalk.



Using Surface Profilers with a Geographical Information System (GIS) is a cost-effective solution to record and map ADA barriers within pedestrian infrastructures.

Prioritize Barriers

Barriers are prioritized based on their proximity to several criteria, such as popular attractors, schools, hospitals, transit stops, population, and main traffic routes. Layers of information are compiled and integrated into GIS. Barriers with heavy pedestrian activity are assigned a higher activity score, which determines their priority for upgrades and help the clients prepare ahead of time. Knowing the prioritization scores allows fitting the scope of work to existing budgets.

Generate Reports

The sidewalk inventory data is stored in a database which then is translated into a detailed report in an organized format that can be adjusted according to the client's needs.

Benefits

A detailed inventory of pedestrian infrastructure meets the basic requirement of the law and serve as a tracking tool for future planning and construction needs.



Section D

Staff

**Statement of
Qualifications
or Resumes**



sswanson@swanarch.com

BACKGROUND

License:

Architect, CA, 1982,
#C12746

Education:

Columbia University
M.A. in Urban Design & Planning

University of Illinois
B.A. in Architecture

University of Washington
Environmental Studies

ADA EXPERIENCE

Cities: Los Angeles, Santa Barbara, Rancho Cordova, Chowchilla, Bellflower, Vernon, Yorba Linda, Montebello, Rialto, Mariposa, Madera, Oakley, Woodland, Richmond, Alameda, San Francisco, Los Banos, Porterville, Winters

Counties: San Bernardino, Humboldt, Sacramento, Kings, Kern, Marin, Mendocino, Placer, San Mateo, Santa Barbara, Sonoma, Stanislaus, San Luis Obispo, Brown County, WI and St. Louis County, MO

Higher Education: Sonoma County Junior College District, Cerritos CCD, University of California Davis, San Diego CCD

SALLY SWANSON, AIA

Principal-In-Charge/Project Manager
Main Coordinator/ Point of Contact

PROFILE

Ms. Swanson, Principal of Sally Swanson Architects, Inc. has 46 years of experience in architecture, planning and accessible design and has managed her own award-winning firm since 1980. Ms. Swanson and her team have provided Transition Plans, Self-Evaluations, cost estimates, preliminary plans, and design and construction documents to help various public clients achieve compliance with Federal and California standards.

WORK EXPERIENCE

City of Porterville – ADA Self-Evaluation and Transition Plan

Sally Swanson Architects, Inc. (SSA) developed a comprehensive ADA Self-Evaluation and Transition Plan for the City of Porterville, assessing programs, policies, and services while conducting surveys of facilities, parks, parking lots, streets, intersections, and sidewalks. The project included public outreach, GIS database development, and staff training to ensure long-term ADA compliance. SSA's team provided expertise in accessibility assessments and policy evaluation, delivering a strategic plan to enhance citywide accessibility. The project was successfully completed, equipping Porterville with a clear roadmap for ADA improvements.

City of Winters – ADA Self-Evaluation and Transition Plan

Sally Swanson Architects, Inc. (SSA) was selected by the City of Winters to update its 2018 ADA Transition Plan in response to newly acquired properties and facilities. SSA conducted a comprehensive evaluation of City buildings, parks, and public rights-of-way, identifying necessary accessibility improvements to ensure ADA compliance. The project included public outreach, community engagement, and expert assessments by SSA's Certified Access Specialists. Successfully completed, the updated Transition Plan provides Winters with a clear strategy for enhancing citywide accessibility.

University of California, Los Angeles – ADA Transition Plan

Sally Swanson Architects, Inc. (SSA) was engaged by UCLA to develop a comprehensive, campus-wide ADA Transition Plan. The project encompassed assessments of campus facilities and public rights-of-way (PROW), ensuring compliance with ADA standards while tailoring the approach to UCLA's specific needs and resources. Covering 34 million gross square feet, the plan provided strategic guidance for improving accessibility across the university. Successfully completed, the project supports UCLA's ongoing commitment to ADA compliance and inclusive campus design.



SCOTT SADDLEMIRE, CASp

Quality Assurance and Quality Control Specialist

WORK EXPERIENCE

City of Porterville – ADA Self-Evaluation and Transition Plan- SSA developed a comprehensive ADA Self-Evaluation and Transition Plan for the City of Porterville, assessing programs, policies, and services while conducting surveys of facilities, parks, parking lots, streets, intersections, and sidewalks. The project included public outreach, GIS database development, and staff training to ensure long-term ADA compliance. SSA's team provided expertise in accessibility assessments and policy evaluation, delivering a strategic plan to enhance citywide accessibility. The project was successfully completed, equipping Porterville with a clear roadmap for ADA improvements.

City of Santa Barbara – ADA Accessibility Reviews- SSA was contracted by the City of Santa Barbara to conduct accessibility reviews at eight City facilities. The assessments evaluated paths of travel for both exterior and interior spaces, including parking, ramps, stairs, public areas, restrooms, signage, and employee workspaces. Reviews were conducted in compliance with the Architectural Barriers Act, ADA, and California Building Code Standards. Successfully completed, the project provided the City with key accessibility insights to enhance compliance and usability across its priority locations.

County of San Bernardino – ADA Accessibility Compliance Services- SSA has been providing on-call ADA inspection, analysis, and review services for San Bernardino County since 2013. The project includes facility surveys, barrier assessments, design reviews, compliance reporting, and staff training on ADA and California Building Code standards.

DON SALTS, CASp

ADA Facilities Specialist

WORK EXPERIENCE

City of Winters – ADA Self-Evaluation and Transition Plan- (SSA) was selected by the City of Winters to update its 2018 ADA Transition Plan in response to newly acquired properties and facilities. SSA conducted a comprehensive evaluation of City buildings, parks, and public rights-of-way, identifying necessary accessibility improvements to ensure ADA compliance. The project included public outreach, community engagement, and expert assessments by SSA's Certified Access Specialists.

City of Los Banos, CA – ADA Self-Evaluation and Transition Plan- (SSA) is currently engaged by the City of Los Banos to update its ADA Self-Evaluation and Transition Plan. The project includes conducting a facility survey and barrier assessment, providing City staff training, and developing a comprehensive transition plan. SSA is also responsible for setting up a project database and mapping system, overseeing community engagement, and managing the project. The project, valued at \$273,400, is scheduled to run from June 2024 to August 2025, ensuring that the City will meet ADA compliance standards.

State of Hawaii Department of Public Safety – ADA Compliance Settlement Agreement- SSA is ensuring ADA compliance across multiple correctional facilities in Hawaii, including WCCC, HCF, Hale Nani, OCCC, and Waiawa Correctional Facility. The project involves site reviews, construction assessments, and collaboration with design teams to align with federal and state accessibility standards.

Ssaddlemire@swanarch.com

BACKGROUND

License:

Certified Access Specialist (CASp #677)
Division State Architect Project Inspector Cert #5893

Education:

Four-year apprenticeship through IBEW/NECA



dsalts@swanarch.com

BACKGROUND

License:

Certified Access Specialist (CASp)
– Issued by DSA #669 Building Inspector – ICC Electrical Inspector – ICC Plans Examiner – ICC Mechanical Inspector – ICC Plumbing Inspector – ICC Combination Inspector – ICC

Education:

Butte College, Oroville, CA
Building Inspection Technology
Diablo Valley College
Associate's Degree, Building Inspection Technology; State of California, Berkeley-Resident Engineers Academy



DR. DENIZ TURAN, Ph.D.

GIS & Database Specialist

dturan@swanarch.com

BACKGROUND

License:

Geographic Information Systems
Specialization Coursera 2019

Education:

Ph.D., Hydrology from Rutgers
University
M.Sc., Hydrogeology from
Middle East Technical University
B.S., Geological Engineering
from Middle East Technical
University

WORK EXPERIENCE

City of Porterville – ADA Self-Evaluation and Transition Plan - SSA developed a comprehensive ADA Self-Evaluation and Transition Plan for the City of Porterville, assessing programs, policies, and services while conducting surveys of facilities, parks, parking lots, streets, intersections, and sidewalks. The project included public outreach, GIS database development, and staff training to ensure long-term ADA compliance. SSA's team provided expertise in accessibility assessments and policy evaluation, delivering a strategic plan to enhance citywide accessibility. The project was successfully completed, equipping Porterville with a clear roadmap for ADA improvements.

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University of California, Los Angeles – ADA Transition Plan - SSA was engaged by UCLA to develop a comprehensive, campus-wide ADA Transition Plan. The project encompassed assessments of campus facilities and public rights-of-way (PROW), ensuring compliance with ADA standards while tailoring the approach to UCLA's specific needs and resources. Covering 34 million gross square feet, the plan provided strategic guidance for improving accessibility across the university. Successfully completed, the project supports UCLA's ongoing commitment to ADA compliance and inclusive campus design.



TONG (TONY) MU

Technical Surveyor

mtong@swanarch.com

BACKGROUND

Education:

Academy of Art University, San Francisco, M.F.A. in Interior Architecture & Design

Beijing Institute of Technology

Beijing, China

B.A. in Interior Design

WORK EXPERIENCE

City of Porterville – ADA Self-Evaluation and Transition Plan - SSA developed a comprehensive ADA Self-Evaluation and Transition Plan for the City of Porterville, assessing programs, policies, and services while conducting surveys of facilities, parks, parking lots, streets, intersections, and sidewalks. The project included public outreach, GIS database development, and staff training to ensure long-term ADA compliance. SSA's team provided expertise in accessibility assessments and policy evaluation, delivering a strategic plan to enhance citywide accessibility. The project was successfully completed, equipping Porterville with a clear roadmap for ADA improvements.

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University of California, Los Angeles – ADA Transition Plan - SSA was engaged by UCLA to develop a comprehensive, campus-wide ADA Transition Plan. The project encompassed assessments of campus facilities and public rights-of-way (PROW), ensuring compliance with ADA standards while tailoring the approach to UCLA's specific needs and resources. Covering 34 million gross square feet, the plan provided strategic guidance for improving accessibility across the university. Successfully completed, the project supports UCLA's ongoing commitment to ADA compliance and inclusive campus design.

Section E

Project Management and Staff Availability

E. PROJECT MANAGEMENT & STAFF AVAILABILITY

Name			Sally Swanson, AIA	Scott Saddlemire, CASp	Don Salts, CASp	Deniz Turan, Ph. D.	Tony Mu
Title			Principal-in-Charge + Project Manager + Main Coordinator & Point of Contact	QA/QC	ADA Facilities Specialist	GIS / Database Specialist	PROW Technical Surveyor
Role & Responsibility on Team			Principal-in-Charge + Project Manager	QA/QC	ADA Facilities Specialist	GIS/Database Specialist	PROW Surveyor
Special Training, Licenses and Certifications			Architect, CA, 1982, #C12746	Division State Architect Project Inspector, Certified Access Specialist (CASp), Lead Certified Access Specialist for Superior Construction Services	Certified Access Specialist (CASp),	Geographic Information Systems Specialization Coursera 2019	N/A
Project	Start Date	End Date					
City of Los Banos ADA SETP	June, 2024	August, 2025	X	X	X	X	X
Sacramento County Department of Airports ADA SETP	May, 2023	May, 2028	X	X		X	

Sally Swanson, AIA will function as the main coordinator and point of contact; she will oversee project updates under the direction of City staff. Sally Swanson will monitor timelines, review and evaluate products, ensure quality control and assist in facilitating meetings. SSA understands that any substitutes of staff after submittal is received must be provided in writing and approved by the City if the contract is awarded.

Section F

Project Approach

Project Understanding and Approach

Understanding

Sally Swanson Architects, Inc. (SSA) understands that the City of San Pablo “*seeks proposals for Consulting Services for an ADA Transition Plan – 2025 Update (Project No. 0001)*”. Located in West Contra Costa County, the City – with a population of about 32,000 in an area of approximately two and one-half square miles – is historically one of the oldest Spanish settlements in the region.

It is understood that the consultant selected “*will be required to complete the following tasks*”:

- a. Project Management
- b. Perform site inspections and measurements with documentation.
- c. Prepare a written report identifying deficiencies.
- d. Prepare maps/drawings/diagrams of facilities inspected.
- e. Prepare spreadsheets summarizing each facility inspected and findings.
- f. Prepare cost estimates for recommended improvements.

The proposed Scope of Work will require the “*preparation of a report evaluating compliance with the Americans with Disabilities Act (ADA) for the exterior of all City-owned facilities including buildings, parks, and roadways. Within the City Boundary, the project will exclude State right-of-way related to Interstate Highway 80*”.

Approach

The best projects are collaborations.

The City of San Pablo Scope of Services as outlined in the Request for Proposals (RFP) is quite clear and SSA will meet or exceed all requirements of the contract. The project approach is flexible and will be tailored precisely to fit the City’s needs and resources.

Critical Elements

Following are the elements and benefits of the City’s manageable and living ADA Transition Plan document. The Access Compliance Assessment Survey will provide the City with:

- A list of existing accessibility barriers describing each barrier and recommendation of a removal solution
- A preliminary cost estimate for removal of each barrier
- A priority assigned to each barrier
- A schedule for barrier removal
- Designation of a person responsible for barrier removal
- The ability to “check-off” mitigated barriers
- The ability to easily demonstrate steps taken toward removal of all barriers to access.

SSA will manage its team including other administrative functions and overall Project activities consistent with the direction from the City of San Pablo in order to meet the Project schedule and budget during the course of services. SSA has outlined below the tasks that will be conducted to fulfill the terms of the contract.

Tasks:**1. Inventory and Analysis**

Upon award of the contract, Sally Swanson Architects, Inc. (SSA) will begin planning, coordinating and scheduling a Project kick-off. Many project components discussed here regarding contacts, project schedule and communications will be agreed upon prior to an official project kick-off via email and phone conversations. SSA will identify and obtain all necessary documents and materials to conduct the audit process and survey. Review to include the City of San Pablo's current ADA Transition Plan.

- a. Administration & Management
- b. Develop Procedures & Forms
- c. Attend Kick-Off, Interim Progress & Final Completion Online Meetings

2a. Conduct Comprehensive City Buildings and Parks Surveys and Barrier Assessments

SSA will review the inventory, previous studies, and planned capital improvement projects that may modify existing public buildings and parks. SSA will review each public building and park in detail to determine what areas of the public buildings and parks are subject to public accommodation and are required to be surveyed, and which areas are not considered public accommodation and are not required to be surveyed.

- a. Inventory Review
- b. Facility Diagrams
- c. Physical Surveys of the City's 11 Buildings and Parks (per Attachment 2 in the RFP)
- d. Draft Buildings and Parks Access Compliance Assessment Reports
- e. Final Buildings and Parks Access Compliance Assessment Reports
- f. Draft Monitoring Database in Excel or City Approved Software
- g. Final Monitoring Database in Excel or City Approved Software

2b. Conduct Comprehensive City Public Right-of-Way Surveys and Barrier Assessments

SSA's Accessibility Surveyors will collect the required information for the City Right-of-Way throughout the City. A data collection checklist, based on ADA and DOT requirements as well as PROWAG recommendations, will be pre-programmed into handheld data collectors. Using traditional measuring and smart-level equipment, Accessibility Surveyors will enter data directly into the data collectors. SSA will input measurements in the field and identify the precise geographic location of the pedestrian features.

- a. Inventory Review
- b. Survey Maps
- c. Physical Surveys of City Sidewalks, Curb Ramps, and Pedestrian Signals
- d. Draft Sidewalks, Curb Ramps, and Pedestrian Signals Access Compliance Assessment Reports
- e. Final Sidewalks, Curb Ramps, and Pedestrian Signals Access Compliance Assessment Reports
- f. Draft Monitoring Database in Excel or City Approved Software
- g. Final Monitoring Database in Excel or City Approved Software

3. Public Outreach / Meetings

In order to help the City of San Pablo to meet its legal obligations for public vetting of this Transition Plan, Sally Swanson Architects, Inc. (SSA) proposes a Virtual Town Hall Contingency Plan that can be implemented at the City's discretion. The City may prefer in-person gatherings and SSA will comply with the City's directive. SSA will host in-person or "virtual" Town Halls along with online surveys that can be noticed to the public through the City's marketing channels (e.g., websites, newsletters, email blasts).

- a. Administration Including Presentation, Agenda, Materials & Minutes
- b. Public Outreach Online Meeting No.1
- c. Public Outreach Online Meeting No.2
- d. Attend One (1) City Council Meeting

4. Transition Plan

The Transition Plan prepared by SSA will include all requisite information necessary to comply with Title II of the ADA for such a plan.

- a. Draft ADA Transition Plan Update
- b. Final ADA Transition Plan Update

5. Project Database, Mapping, and Standard Plans

Once the review of the field data is complete, SSA's technical staff will handle the important task of data entry.

- a. Draft GIS Database for Buildings, Parks, and PROW
- b. Final GIS Database for Buildings, Parks, and PROW

SSA has developed excellent computer-based tools, which provide a variety of accessibility functions. SSA's BlueDAG (Facilities) FileMaker (PROW) databases are relational database programs that assemble, organize and maintain field survey data; maintain records of as-built conditions (actual measurements), code requirements (required measurements), conceptual cost estimates, and recommendations for solutions for the removal of non-compliant access barriers. The programs will also generate the access compliance survey report.

6. Training (**At No Cost to The City**)

SSA will conduct a Training Workshop with designated City Staff on maintaining and updating the ADA Transition Plan Update (at the City's discretion, this will be conducted via virtual conference technology).

This will be an educational experience for City staff.

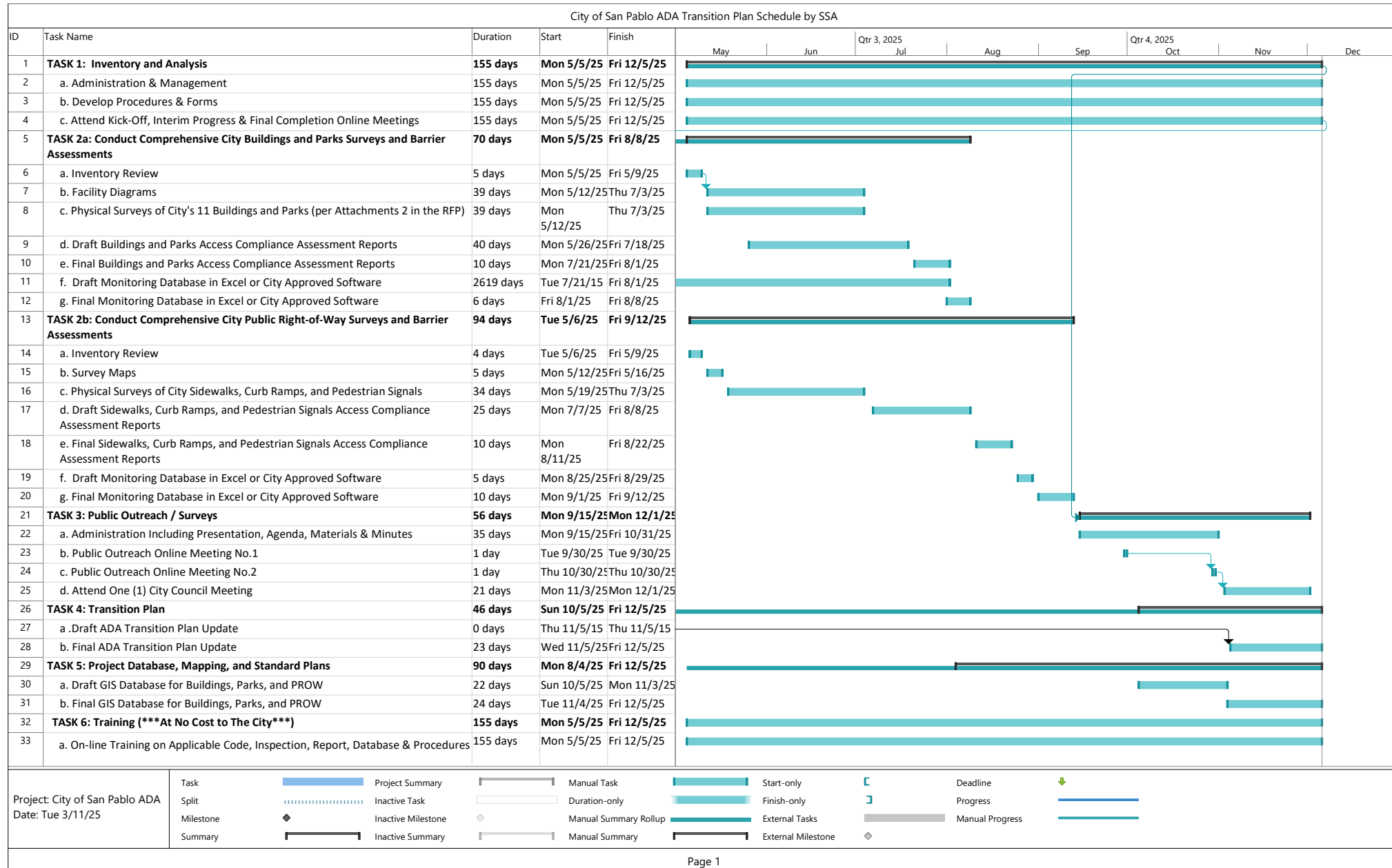
- a. On-line Training on Applicable Code, Inspection, Report, Database & Procedures

SSA will provide the materials required to conduct the Training Workshop.

Final note on SSA's Proposed Approach: The strength of any prospective approach is in the structure it provides. SSA's process has proven to be immensely successful, but "one size may not fit all". By this we mean we will tailor the specifics to serve the needs and resources of the City of San Pablo and its stakeholders, whether that means adapting the schedule to allow for unforeseen local circumstances, incorporating technical consulting, or fine-tuning ways to communicate the process with all concerned.

Section G

Schedule of Work



Section H

Cost Proposal

Submitted Separately

Section I

Method of Payment

Sally Swanson Architects (SSA) understands that the basis of payment for this contract with the City of San Pablo will be on a time and materials basis, invoiced to the City on a monthly basis. We acknowledge and agree to these terms and will ensure that all invoices reflect the work performed in accordance with the contract requirements.



Section J

References

City of Porterville

ADA Self-Evaluation and Transition Plan

Location: Porterville, CA

Date of Project: November 2023 - December 2024

Key SSA Staff:

Sally Swanson, Principal-in-Charge/Project Manager,
Scott Saddlemire, CASp, ADA Facilities Specialist,
Deniz Turan, Ph.D. GIS/Database Specialist,
Tina Dorius, Esq. ADA Policy Specialist,
Tony Mu, Technical/Surveyor

a. Reference: Javier Sanchez
Engineering and Program Management
Director, City of Porterville
291 N. Main Street, Porterville, CA 93257
(559)-782-7462,
Jsanchez@ci.porterville.ca.us

b. Type of Project:

- ADA Self-Evaluation and Transition Plan
- ADA Surveys:
 - Facilities
 - Parks
 - Parking Lots
 - Streets
 - Intersections
 - Sidewalks
- Self-Evaluation:
 - Policies
 - Programs
 - Services
- Public Outreach
- Database/GIS
- Staff Training
- Transition Plan

Project Description:

Sally Swanson Architects, Inc. (SSA) was engaged by the City of Porterville to compile and implement a comprehensive Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan for City programs, policies, facilities, parks, parking lots, streets, intersections and sidewalks. The scope of work also includes Public Outreach, Database, GIS, and Staff Training.

c. Client Type: Public Sector

d. Size: City-wide

e. Current Status: Completed



City of Winters

ADA Self-Evaluation and Transition Plan

Location: Winters, California

Date of Project: December 2023 – January 2025

Key SSA Staff:

Sally Swanson, Principal-in-Charge and Project Manager
 Don Salts, CASp, ADA Facilities Specialist
 Tina Dorius, Esq., ADA Policy Specialist
 Dr. Deniz Turan, PhD., GIS and Database Specialist
 Tony Mu, Technical and PROW Surveyor

a. Reference:

Eric Lucero, Director of Operations & Maintenance
 City of Winters Public Works Department
 318 First Street
 City of Winters, CA 95694
 Phone: (530)-795-4910 #115
 Email: eric.lucero@cityofwinters.org

b. Type of Project: ADA Accessibility Compliance

Project Description:

The City of Winters selected Sally Swanson Architects, Inc. (SSA) to update the City's 2018 Transition Plan Update. A new and comprehensive Transition Plan update was prompted as the City had acquired new property, built and opened new facilities and needed to ensure that City facilities are accessible to the public.

SSA evaluated the City's current ADA Transition Plan, conducting inspections of City buildings, parks, public street rights-of-way (curb cuts), identifying improvements required throughout the City in order to comply with ADA standards and completed a comprehensive update to the existing Transition Plan. A public meeting was scheduled to assess the public's concerns and community outreach will be conducted to resources and organizations serving persons with disabilities. SSA Certified Access Specialists are included as part of the dedicated and specialized in-house project team.

c. Client Type: Public Sector

d. Size: City-wide

e: Current Status: Completed



San Mateo County Harbor District ADA Transition Plan

Location: 17 Johnson Pier, Half Moon Bay, CA 94019

Date of Project: 2016-2017

Key SSA Staff: Sally Swanson, AIA, Principal-in-Charge

a. Reference: John Moren
Director of Operations
San Mateo County Harbor District
504 Avenue Alhambra, 2nd Floor
P.O. Box 1449, El Granada, CA 94018
(650)-583-4400
Jmoren@smharbor.com

b. Type of Project:

- ADA Transition Plan

Project Description:

SSA provided ADA Transition Plan Services for the San Mateo County Harbor District (SMCHD).

c. Client Type: Public Sector

d. Size: Locations included the Pillar Point Harbor/Admin Office in Half Moon Bay and the Oyster Point Marina. SSA conducted an evaluation of all relevant public facilities, including research, field data collection and data analysis.

e. Current Status: Completed

The San Mateo County Harbor District is extremely pleased with SSA's performance. The firm fulfilled all aspects of each project's scope of work in a professional, technical, informed, timely and financially responsible manner.

The San Mateo County Harbor District made two good decisions to work with SSA and would welcome another opportunity to work with the SSA team on a future assignment.

Sincerely,

John Moren

John Moren, CMM
Director of Operations
San Mateo County Harbor District



City of Santa Barbara ADA Accessibility Reviews

Location: Santa Barbara, CA

Date of Project: July 2023 - December 2024

Key SSA Staff:

Sally Swanson, AIA, Principal-in-Charge + Project Manager
Scott Saddlemire, CASp, ADA Facilities Specialist

a. Reference: Brian D'Amour, PE, City Engineer
City of Santa Barbara, Public Works
630 Garden St, Santa Barbara, CA 93101
Bdamour@santabarbaraca.gov
(805)-897-2661

b. Type of Project:

- ADA Accessibility Reviews
- Evaluation of Paths of Travel
 - exterior/ interior of select city properties

Project Description:

Sally Swanson Architects, Inc. (SSA) was contracted by the City of Santa Barbara to provide accessibility reviews at eight existing City facilities. For each facility the accessibility review included an evaluation of the paths of travel throughout the exterior and interior portions of the property and adjacent public right-of-way, including but not limited to parking spaces, ramps, stairs, public spaces, restrooms, signage, employee workspaces. The accessibility reviews checked for compliance against the Architectural Barriers Act, Americans with Disabilities Act (ADA), and the California Building Code Standards.

c. Client Type: Private Sector

d. Size:

The eight priority locations included:

- City Hall (including City Hall Annex)
- Central Library
- Eastside Library
- Westside Community Center
- Mackenzie Park (including Lawn Bowls)
- Alice Keck Park Memorial Gardens

While the City's Self-Evaluation and ADA Transition Plan was completed in 1992, and an ADA Transition Plan Update Report conducted in 2007 that included the Police Station, the Police Station was not part of this current scope of work to revisit eight (8) facilities.

e. Current Status: Completed



County of Sacramento

Self-Evaluation and ADA Transition Plan

Location: Sacramento, CA

Date of Project: 2017 - 2020

Key SSA Staff: Sally Swanson, Principal-in-Charge
Chris Sircello, CASp, Facilities Specialist

a. Reference: Bill Irving, P.E.
Associate Civil Engineer
4111 Branch Center Road,
Sacramento, CA 95827
Phone:(916)-874-7640
Email: irvingb@saccounty.net

b. Type of Project: Self-Evaluation and ADA Transition Plan

Project Description:

Sally Swanson Architects, Inc. (SSA) conducted a county wide ADA Self-Evaluation and Transition Plan of the Unincorporated County services, programs, and facilities, including the street right-of-way accessibility.

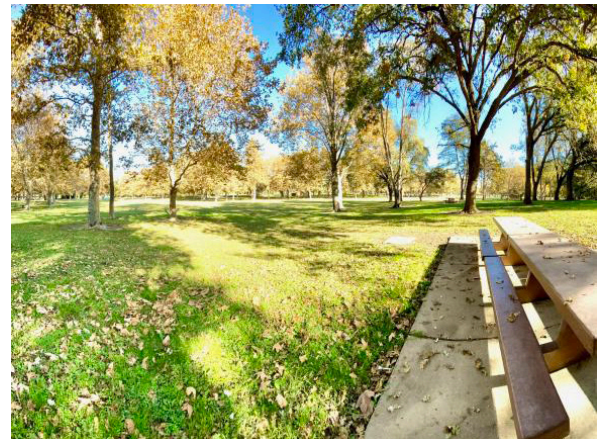
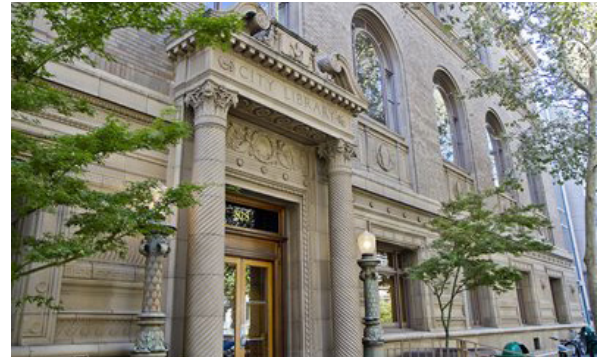
The general scope of work included various county programs, services and assets used for diverse public purposes, including but not limited to: assessing 170 public facilities that includes public buildings, parks, parking lots; 1,000 bus stops; approximately 3300 miles of sidewalk, 14,500 street intersections; and, county-maintained websites. The county also provides and/or supports numerous public programs, services and special public events. More than 50 county departments are subject to accessibility compliance assessment.

SSA's scope also required working with the Sacramento County Department of Transportation (SacDOT) to conduct a new and comprehensive Self-Evaluation and an update of the SacDOT ADA Transition Plan to develop the county's policies, practices, and to identify pedestrian accessibility improvements within the public street right-of-way in the unincorporated county as well as the Regional Transit bus stops within the County right-of-way. SSA's update of the SacDOT ADA Transition Plan was incorporated into the new and complete county wide Self-Evaluation and Transition Plan.

c. Client Type: Public Sector

d. Size: 170 public facilities that includes public buildings, parks, parking lots; 1,000 bus stops; approximately 3300 miles of sidewalk, and 14,500 street intersections

e. Current Status: Completed



University of California, Berkeley

ADA Self-Evaluation and Transition Plan

Location: Berkeley, CA

Date of Project: November 2019 - April 2022

Key SSA Staff: Sally Swanson, AIA, Principal-in-Charge

a. Reference: Ben Perez
Deputy Director of Community
200 California Hall - MC 1500,
Berkeley, CA 94720-1500
Bperez@berkeley.edu
(510)-643-6456



b. Type of Project:

- ADA Self-Evaluation
- Transition Plan

Project Description:

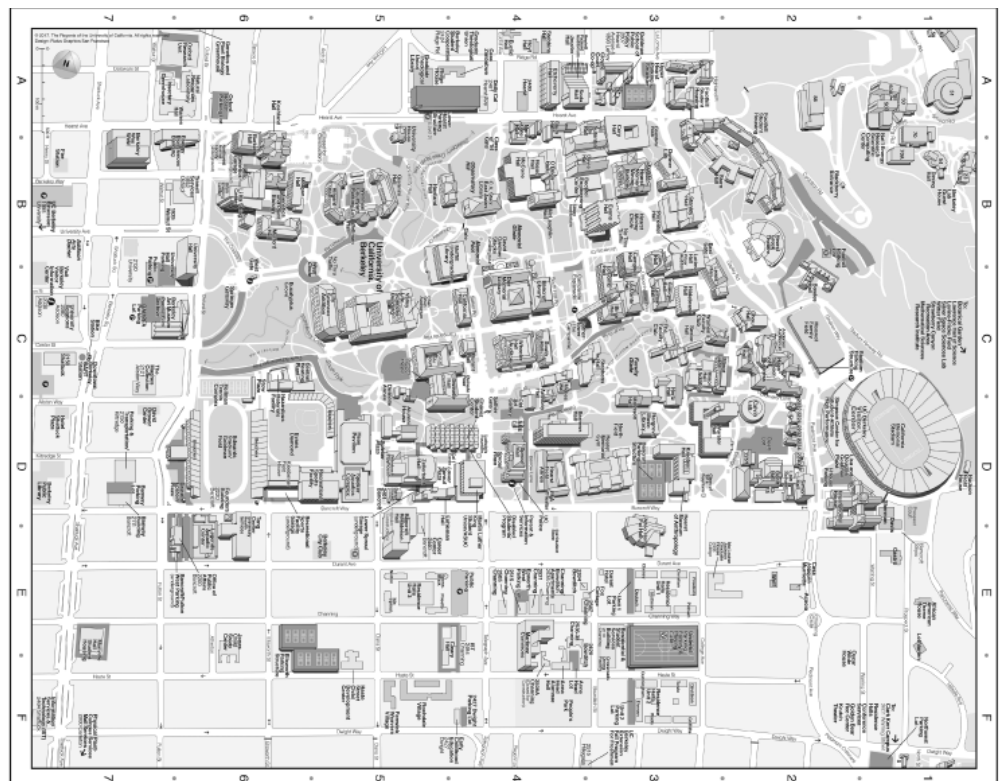
SSA was selected to work with the University of California, Berkeley to conduct an ADA Self-Evaluation and Transition Plan. The scope of work included the assessment of a specified selection of University-owned/leased facilities and the public rights-of-way as well as the assessment of the University's programs, services and activities.



c. Client Type: Public Sector

d. Size: Gross Square Footage
16,159,166

e. Current Status: Completed



University of California, Los Angeles ADA Transition Plan

Location: Los Angeles, CA

Date of Project: December 2021 – November 2024

Key SSA Staff: Sally Swanson, AIA, Principal-in-Charge
+ Project Manager
Deniz Turan, Ph.D., GIS/Database Specialist
Tong (Tony) Mu, Technical Surveyor

a. Reference: Phiroze R. Titina
University of California, Los Angeles
Principal Project Manager
1060 Veteran Ave, Box 951365
Los Angeles, CA 90095
Ptitina@capnet.ucla.edu
(310)-206-9532

b. Type of Project:

- ADA Transition Plan

Project Description:

Sally Swanson Architects, Inc. (SSA) is engaged by the University of California, Los Angeles to conduct a Campus-wide ADA Transition Plan. Campus facilities and PROW are part of the defined Scope of Work. UCLA's Campus-wide ADA access compliance project approach is flexible and is tailored precisely by SSA to fit UCLA's needs and resources.

c. Client Type: Public Sector



d. Size: Campus-Wide: Gross Square Footage:
34 million gross square feet of space

e. Current Status: Completed



Section K

Consultant Contract Statement

Sally Swanson Architects, Inc. (SSA) acknowledges receipt and review of the City of San Pablo's Consultant Agreement (Attachment 1) and hereby confirms acceptance of all terms and conditions as outlined. SSA does not propose any modifications to the agreement.

Additionally, SSA confirms receipt and understanding of Addendum No. 1, posted on February 25, 2025.

