



## STAFF REPORT

**Date:** June 13, 2017  
**To:** Bryan Montgomery, City Manager  
**From:** Nancy Marquez-Suarez, Human Resources Manager  
**SUBJECT:** **Adopt a Resolution authorizing the City Manager to execute a contract with Sally Swanson Architects Inc., for the services of an ADA Self – Evaluation and Transition Plan**

Approved and Forwarded to City Council:

A handwritten signature in blue ink, appearing to read 'Bryan Montgomery', is written over a horizontal line.

Bryan Montgomery, City Manager

### Background and Analysis

The Americans with Disabilities Act (ADA) was originally enacted on July 26, 1990 as Public Law 101- 336 (42 U.S.C. Sec. 12101 et seq.), and became effective on January 26, 1992. The fundamental goal of the ADA is to ensure equal access to civic life by people with disabilities. Title II of the ADA requires state and local governments to make their programs, services and activities accessible to persons with disabilities. Accordingly so, the City is required to identify and evaluate all aspects of operations, facilities, services and programs for the purpose of the elimination of barriers to members of the public with a disability. Title II also establishes physical access requirements for public facilities (buildings and sidewalks, etc.). The ADA requires that all cities with greater than 50 employees establish an ADA Transition Plan.

Having recently exceeded said threshold, the City is required to identify and evaluate all aspects of operations, facilities, services, and programs for the purpose of the elimination of barriers to members of the public with a disability. In order to ensure compliance with the ADA Act, the City requested proposals from ADA Consultants to assist the City with a Self-Evaluation and development of a Transition Plan.

Two proposals were received. Sally Swanson Architects (SSA) was the most cost effective proposal. Furthermore, SSA's proposed process, protocol and past experiences align with the City's priorities for this project.

Should the Council approve, Sally Swanson Architects will provide the following services:

- Facility Survey/Barrier Assessment – SSA will conduct necessary investigation of City sites that provide programs, services, or activities to the public and originate Access Compliance Assessment Reports (ACAR) identifying physical barriers that limit accessibility to public facilities (See Exhibit A of proposal for list of facilities).
- Public Right of Way Survey – SSA will survey the City's inventory of sidewalks, intersections, crosswalks, pathways, curb ramps, and pedestrian push buttons in the public right-of-way for ADA compliance. Refer to Exhibit B of proposal for areas included in the scope

- ADA Self Evaluation – SSA will assist the City in developing the procedure and forms needed to conduct a Self-Evaluation of the City’s programs, activities and services for ADA requirement compliance.
- Public Participation and Outreach –SSA will lead outreach to assist the City in advising the public of the ADA Self-Assessment and Transition Plan project and to provide an opportunity for interested persons, individuals with disabilities or organizations representing persons with disabilities to participate in the development of the plan.
- Project Database and Mapping – SSA’s team will develop a database for the ADA Transition Plan using Microsoft Excel or other City approved software. The purpose of the database is to facilitate ongoing monitoring and updating of the final comprehensive ADA Transition Plan by City Staff.
- City Staff Training – SSA will train designated City staff in the following areas: preparation of ADA Compliance Assessment Reports, using & maintaining the database, using & maintaining the project map, and monitoring and updating the ADA Self Evaluation and Transition Plan.
- Comprehensive ADA Self Evaluation and Transition Plan – The final document of the Transition Plan will include: methodology for evaluation of barriers and prioritization of barrier remediation, a summary of costs for remediation, implementation schedule with recommendations of prioritization for barrier removal, procedures and forms for monitoring implementation, procedures and forms for performing evaluations of additional barriers, and procedures and forms for filing Requests for Accommodation.

**Fiscal Impact**

The cost of the Self-Evaluation and Transition Plan development, in addition to the public vetting and final reports is \$81,000. The actual capital cost to upgrade city facilities is as of yet unknown and will be determined through the development of this plan. Future appropriations over time to fund the recommended capital improvements to meet ADA compliance will be submitted via the CIP budget processes.

**Recommendation**

Approve and authorize the City Manager to execute a contract with Sally Swanson Architects Inc. for the services of an ADA Self – Evaluation and Transition Plan to comply with Federal ADA regulations, in the not to exceed amount of \$81,000.

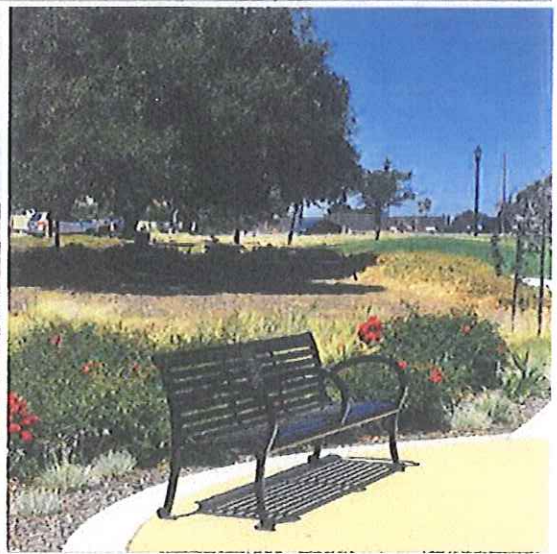
**Attachments**

1. Sally Swanson Architects Proposal
2. Consulting Services Agreement
3. Resolution



SALLY SWANSON  
ARCHITECTS, INC.

# Proposal to the City of Oakley for an ADA Self-Evaluation and Transition Plan Update



June 6, 2017

SSA Project #16079.30

T 415 445 3045 | F 415 445 3055  
220 SANSOME STREET, SUITE 1100 | SAN FRANCISCO CA 94104  
WWW.SWANARCH.COM



## TABLE OF CONTENTS

- 1 | LETTER OF TRANSMITTAL
- 2 | WORK PLAN AND APPROACH
- 3 | KEY PERSONNEL BACKGROUND
- 4 | COST
- 5 | EXHIBITS





## LETTER OF TRANSMITTAL

June 6, 2017

Nancy Marquez - Suarez  
Assistant to the City Manager/HR Manager  
3231 Main Street  
Oakley, CA 94561  
925-625-7007

Re: The City of Oakley, Request for Proposal, ADA Self-Evaluation and Transition Plan

Dear Ms. Marquez - Suarez,

Sally Swanson Architects, Inc. (SSA) a California licensed and certified WBE, SBE and DBE firm, is pleased to present our proposal to provide an ADA Self-Evaluation and Transition Plan for the City of Oakley. A concentration of in-house staff resources, hands-on management and the expert use of field data gathering techniques will generate the highest value of services to the City of Oakley.

SSA's proposal documents the firm's 36 years of ADA access expertise during which time the firm has conducted accessibility surveys and created ADA transition plans for over 100 clients, 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, including the Americans with Disabilities Act (ADA), State Title 24 Building Code, California MUTCD, U.S. Architectural and Transportation Barriers Compliance Board Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way, and the Federal ADA Accessibility Guidelines and Standards (ADAAG & ADAS). Recent similar accessibility assessments and transition plans include those for the Cities of Richmond, Turlock, Monterey, San Marcos, Lincoln, San Carlos and Clovis in California; Rio Rancho and Santa Fe, New Mexico and the County of St. Louis, Missouri.

SSA created the accessibility guidance documents and checklists for the Division of State Architect (DSA) that are now used across California. Over the past 36 months, SSA has completed surveys and site audits on 13.3 million square feet of property. The project value of SSA's plan reviews totals more than \$1.1 billion. Combined with our experience in architectural design and planning, SSA provides a unique perspective on, and solutions to issues of accessibility.

The proposed in-house project team has an unparalleled depth of experience in ADA access. Kelly Hang, ICC will serve as Project Manager and the dedicated point-of-contact with the City of Oakley. Boris Chichkanoff, ICC, CASp, brings over a decade of understanding of ADA accessibility codes to his role as CASp Certified Specialist; Michael Paravagna, the team's Senior Policy Specialist brings decades of knowledge in the preparation of ADA Self-Evaluation assessments and ADA implementation programs.

Why choose SSA? A dedicated, knowledgeable and enthusiastic long-term, in-house team with unparalleled depth of experience.





On behalf of our team, we thank you for your consideration and look forward to assisting the City of Oakley on this very important project.

Sincerely,

A large, stylized handwritten signature in blue ink, consisting of several loops and a long horizontal stroke.

Sally Swanson, AIA  
Principal-in-Charge  
Sally Swanson Architects, Inc.  
220 Sansome Street, Suite 1100  
San Francisco, CA 94104  
415 445 3045, ext. 101  
sswanson@swanarch.com

Signature:

A smaller version of the handwritten signature in blue ink, positioned above a horizontal line.

Date:

5/6/2017



## WORK PLAN AND APPROACH

The City of Oakley proposed Scope of Services as outlined in the RFP and Addendums is quite clear and SSA will meet or exceed all requirements of the contract. The project approach is quite flexible and will be tailored precisely to fit the City's needs and resources. The work will be directed/managed by Kelly Hang, ICC who is named as the Project Manager and the single point-of-contact with the City of Oakley.

### Critical Elements

Following are the elements and benefits of the City's manageable and living ADA Transition Plan document. The Access Compliance 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

The Scope of Services shall include, but not be limited to, the tasks that follow.

## SCOPE OF SERVICES

### Phase 1. Barrier Assessment (ADA Transition Plan)

- a. Buildings/Parks: (See Exhibit A for list of facilities included in scope)
  - i. SSA will determine which City buildings are subject to the requirements of the ADA.
  - ii. SSA will compile plans (if available) for all City buildings requiring assessment.
  - iii. SSA will conduct the necessary investigations of the areas of each City building open to public access.
  - iv. SSA will originate Access Compliance Assessment Reports (ACAR) identifying each physical element within the public areas of City buildings that constitutes a code violation or otherwise hinders or prevents access to persons with disabilities.

Each ACAR shall include, but is not limited to the following:

- Executive summary;
- As-built dimensions as it relates to ADA access;
- Barrier Severity Rating (relative level of impact to access);
- Reference to code defining the barrier to access;
- Proposed solution(s) to eliminate the barrier.
- Individual detailed cost estimate for each solution;
- Digital photograph(s) of each barrier to access;
- Reference drawing/map showing the location of the barrier.

- b. Public Right-of-Way (See Exhibit B for areas included in scope)
  - i. SSA will conduct field investigations of City streets
  - ii. SSA will originate ACAR's identifying each physical element within the public right-of-way that constitutes a code violation or otherwise hinders or prevents access to persons with disabilities. Compliance shall be measured using the ADAAG (ADA Accessibility Guidelines for Buildings and Facilities), the Public Rights of Way Guidelines (PROWAG) from the Federal Access Board, the Federal Highway Administration's California Edition of the Manual on Uniform Traffic Control Devices (MUTCD) and California Code of Regulations Title 24.

#### Barrier Assessment: Report Production

The following information contains the *typical* data included in SSA's ADA Transition Plan Reports. The following information for each barrier will be incorporated:

- Item number of barrier and/or room numbers, corresponding to schematic site, floor or barrier-location plans
- Area/location of the barrier; for example, building and room name or number, pathways, playfields of building names
- Digital photograph of each barrier
- Description of the barrier (as-built measurement or situation)
- Code citations, specifying the applicable sections in the State and Federal accessibility regulations
- Method of mitigation (e.g. program modification, equivalent facilitation, physical alteration, purchase, etc.)
- Detailed description of proposed solution and, if applicable, an alternative or interim solution
- Severity of individual barriers (three levels: 1=high, 2=medium, 3=low.)
- Unit and estimated unit price (conceptual level)
- Prioritization and schedule of barrier removal work to be integrated with the campus-wide master planning construction schedule
- Timeline for ADA Transition Plan barrier mitigation
- Survey information, such as surveyor name, survey date, and special site conditions

#### City Sidewalk, Curb Ramp and Pedestrian Push Button Survey

Field Data Collection of the City's Public Rights-of-Way sidewalks, curb ramps and pedestrian push buttons.

#### City Sidewalks

For the pedestrian infrastructure inventory of the Public Right-of-Way, SSA proposes to use a unique but proven proprietary technology to document barriers and prioritize improvements where they are most needed. Similar technology, originally developed through a pilot program with the Federal Highway Administration (FHWA), has been implemented for the field inventory of pedestrian facilities in many other cities. The device is designed to measure the sidewalk surface at a rate of thousands of records per second capturing highly accurate information about slope and small surface variations identifying deviations from required ADA standards and other applicable technical requirements codes. A notebook computer on the surface profiler offers an interactive, real-time display during data collection.

For sidewalk cross-slopes, running slopes, vertical changes in level and obstructions, the measuring equipment provides a location and precise measurement of the barriers. Since most of the operation of this equipment is





automated, the data collection will be consistent throughout the project area. This methodology has been used successfully on previous projects, saving immeasurable time and money while providing a superior deliverable for our clients. The data collected will be stored in a geodatabase which will form a deliverable for this project.

### **City Intersections – Curb Ramps and Pedestrian Push Buttons**

SSA's Accessibility Surveyors will collect the required information for the curb ramps throughout the City owned streets. 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 use handheld computers to input measurements in the field and identify precise geographic location of the pedestrian features. Data collection, data validation, and linking to location and digital photo files will happen automatically as the Accessibility Surveyors enter data and move from point to point. The accessibility Surveyors will access the data entry and validation forms and aerial photography along with right-of-way, utility, topographic, or other feature data sets pre-loaded on the data collectors for easy reference in the field. This is very important as the logistics for the day's work will be identified on the map to keep the project on schedule and to minimize the possibility of missing an important feature in the field.

### **City Facilities, Parks and Parking Lots**

Field surveys of facilities, parks and parking lots (including interiors, accessible parking, passenger drop-off and loading zones, pedestrian pathways, restrooms, etc.) shall include the collection and precise documentation of field data for accessibility elements at each site identified in the scope of work. Field survey assessments will be done in the most unobtrusive manner possible to afford the least disruption to the City's business. SSA field survey staff will use the applicable current code standards; the updated 2010 regulations of Title II of the ADA, the Americans with Disabilities Act Accessibility Guidelines (ADAAG), and the 2013 edition of the California Code of Regulations/Title 24 and as applicable, the California Building Code (CBC). Elements required to be accessible and covered by the surveys will include the following:

**Site Exterior:** Survey will include exterior path of travel from/to the nearest site entrance point from/to the public right-of-way; accessible parking spaces; passenger drop-off and loading zones; walks and sidewalks; curb ramps; other ramps; way-finding signage; exterior elevators, lifts and where paths of travel from public transit or public parking serve the facility.

**Interior:** Survey will include all interior areas accessible to and by the general public (and select employee areas where there may be an opportunity to develop program alternatives and options for value engineering); entrances and exits; interior paths of travel; lobbies; public counters; seated waiting areas; public telephones (including TTY); drinking fountains; elevators; platform lifts; doors and gates; access to and through all rooms and spaces; corridors, hallways and vestibules; restrooms; room identification signs; areas of rescue assistance; assembly areas; assistive listening systems; and alarms.

### **Phase 2. ADA Self-Evaluation**

- a. SSA will assist the City in developing the procedure and forms needed to conduct a Self-Evaluation in accordance with the guidelines and requirements proposed in the Americans with Disabilities Act.

### **Project Kick-off Meeting, Identify & Obtain Necessary Survey Documents**

Upon award of the contract, SSA will begin the process of reviewing background information and documents



as well as 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.

The kick-off meeting is the opportunity for the City staff, Public Services Department, and SSA staff to review and refine the scope of work, survey and completion schedules, as well as project communications, final deliverables and overall project strategies and goals. SSA will record and distribute Meeting Minutes to ensure project-wide understanding and accord of any and all decisions taken at the kick-off meeting.

### **Coordination and Planning Meetings**

The SSA Project Team will arrange to meet with City Staff and with the Public Services Department and other appropriate stakeholders to review, refine, and finalize the scope of work, programmatic evaluations, field surveys and completion schedules, as well as project communications, final deliverables and overall project strategies and goals. These meetings at major project milestones will encompass programmatic evaluation understanding conceptually and procedurally, as well as field survey logistics. SSA will record and distribute minutes of these meetings to ensure project-wide understanding and agreement with any and all decisions taken during the meetings.

SSA will obtain as-built (or schematic) drawings from the City for buildings, parks and general site conditions as these drawings represent a basic component of both the survey and the reports that SSA will produce and deliver. SSA will also gather information about policies, programs, services, and activities. We have extensive experience in identifying documents that describe programs with the related services and activities. Developing overall awareness of City policies, programs, services, and activities offered and conducted at each site will afford our survey team the opportunity to consider barriers to access both programmatically and architecturally.

### **Development of Self-Evaluation Procedures & Forms**

#### **Create Self-Evaluation Questionnaire to Evaluate Policies, Procedures and Practices**

SSA will evaluate the current level of program accessibility at the City departments by preparing and administering a self-evaluation questionnaire. SSA has developed a time tested questionnaire, based on the U.S. Department of Justice's thirteen points of evaluation addressing key policies, procedures and practices. The self-evaluation questionnaire will assist in evaluating the City's current compliance status regarding ADA requirements including eligibility requirements, participation requirements, facilities used, staff training, tours, communications, notifications, public meetings, the use of contracted services, purchasing, maintenance of accessible features and emergency procedures.

SSA will conduct a self-evaluation training workshop and provide City staff with instructions on how to complete and submit the questionnaire. Once completed, SSA will compile, analyze and identify deficiencies vis-à-vis disabled access in City-wide and/or departmental policies, procedures and practices. Follow-up interviews will be conducted as required. SSA will summarize the results into a self-evaluation report of findings and recommendations to determine where modifications are required and where model policies and guidance documents need to be developed.

### **Self-Evaluation of City Policies, Programs & Practices**

#### **Programmatic Assessments & Surveys**

In the initial phase of the project, two types of assessments will occur. One set of assessments will focus on program

accessibility while the other on physical or architectural accessibility. The end of this phase will produce two analyses by SSA that will be integrated into one comprehensive Draft ADA Self-Evaluation & Transition Plan. This two-part approach — to physical and program access assessments — allows a more comprehensive understanding of access compliance issues for the City and affords identifying the most cost-effective programmatic solutions for physical or architectural barriers.

#### **Program Access Assessments Review**

Following the review of background information provided by the City, the Program Team will identify, request and review any additional information that would be helpful in the initial evaluation of City-wide and program-specific policies, practices and procedures.

**Interview and Interact:** Telephone or in-person interviews with respondents may be set-up to discuss initial findings and follow-up with additional questions, if necessary. The SSA Team also uses other approaches as needed to obtain information for the most complete assessment of policies, procedures and practices governing the City's programs, services and activities.

#### **Program Analyses Feedback**

City-wide and program-specific policies, practices and procedures are reviewed in their entirety and areas are identified where improvements are needed. The findings, recommendations and initial prioritizations are compiled into a draft program assessment. This draft assessment is then integrated with the physical access survey results into the Draft Self-Evaluation and Transition Plan.

#### **Review Effective Communication Systems**

As part of the overall City-wide Self-Evaluation, SSA's program access specialist will review existing policies, procedures and practices pertaining to the City's programs to ensure effective communication systems exist with all members of the public, particularly individuals with disabilities. Based on the findings through the evaluation of the City's programs, services and activities, SSA will submit recommendations on procedural updates and guidance documents on auxiliary aids and services.

These recommendations and best practices will cover the appropriate types of auxiliary aids or services necessary to ensure effective communication with qualified individuals with disabilities and will identify the most effective methods of:

- making orally-delivered information available to individuals who are deaf or hard-of-hearing
- making visually-delivered materials available to individuals who are blind or have low vision

### **Phase 3. Comprehensive ADA Self Evaluation and Transition Plan**

- a. SSA will develop the comprehensive ADA Self-Evaluation and Transition Plan for Buildings and Public Rights-of-Way based upon guidance from City staff and public input. The same level of detail presented in the ACAR will be provided in the ADA Transition Plan reports, as a minimum requirement. The ADA Transition Plan will include, but is not limited to, the following components:
  - i. Methodology for evaluation of barriers,
  - ii. Methodology for prioritization of barrier remediation,
  - iii. A summary of costs remediation,
  - iv. Implementation phasing schedule,
  - v. ProcedureS and forms for monitoring implementation, Procedures and forms for performing evaluations of additional barriers,

- vi. Procedures and forms for filing Requests for Accommodation,
- vii. Standard drawings for remediation methods,
- viii. A section shall also be included that lists references and contacts information for ADA and accessibility related resources.

### **Prioritization, Scheduling and Formatting of All Survey Data into Self-Evaluation & Transition Plan Formatting**

#### **Preliminary Prioritization**

In the field, the survey team will evaluate and assign a preliminary priority to an individual barrier as it relates to overall facility and programmatic access, as well as its impact upon persons with disabilities. These preliminary priorities may change based upon further data analysis and/or input from City staff, Public Services Department staff and through outreach meetings with the disabled community, facility users, and other interested parties. SSA will identify key items in the survey and obtain additional information to determine a final level of prioritization. Basic prioritization models, such as frequency of use, nature of programs offered, type and location, will be considered throughout this process.

#### **Preliminary Cost Estimate**

SSA's field survey team will work with the City staff and Public Services Department staff to determine the most feasible and cost-effective solutions for barrier removal, SSA's field survey team will first view each barrier as it relates to the overall program in an effort to:

1. Measure the relative importance of the barrier; and
2. Where possible, identify non-architectural solutions, such as equivalent facilitation or programmatic modification

If equivalent facilitation or program modification can be provided without altering the basic service offered, major cost savings can be realized over the alternative of architectural barrier removal. Regardless of the solution, each SSA field surveyor will record all pertinent data and measurements of the surroundings in order to develop one or more alternatives, based on which, preliminary costs can be estimated.

A unit price, based on collaboration between SSA's cost estimators and the City's own resources, will then be assigned to each deficiency. Square or linear footage will be field measured and a preliminary cost calculated. SSA will closely review this initial estimate to incorporate the many alterations into one universally accessible design with the lowest possible cost.

#### **Schematic Key Drawings**

SSA's site and facility reports will include schematic site and floor plans (provided to SSA by the City) on 8.5" x 11" sheets to facilitate locating barriers identified in the ADA Transition Plan. These key drawings correspond to items in the ADA Transition Plan.

#### **Quality Control & Check Code Review**

Concurrent with the compilation of the report, all drawings and data will be reviewed and double-checked for accuracy and viability. The ADAAG code section cited will be verified and the barrier location examined to ensure accuracy and the highest quality report.

#### **Public Participation and Outreach**

The City will work with SSA to develop an outreach program to advise the public of the ADA Self-Assessment and Transition Plan project and to provide an opportunity for interested persons, individuals with disabilities or organizations representing persons with disabilities to participate in the development of the plan.

- a. SSA will prepare program materials, compile responses to Public Outreach questionnaires and assist the City in eliciting public input into the ADA Transition Plan process, as necessary.
- b. SSA will assist the City with organizing a Project Kick-Off Workshop (or workshops) to inform the community of the project and receive initial input on the process.
- c. SSA will attend the workshop, maintain a record of the proceedings and comments and be prepared to answer questions within their area of expertise.
- d. SSA will assist the City with organizing a Plan Review Workshop to present the draft plan to the community and receive initial input on the proposal. The Consultant shall attend the workshop, maintain a record of the proceedings and comments and be prepared to answer questions within their area of expertise.

#### **Input from Public and Interested Parties**

Once City staff comments are integrated into the draft plan, SSA will implement the changes and prepare to solicit public input. The draft report will include, as required by the ADA:

1. The sequence of barrier removal to provide the City of Oakley the best program access
2. Annual funding identification
3. Designation of person responsible for implementation of the Transition Plan
4. Schedule for implementation of the Transition Plan

In working with Cities and Counties on developing their ADA Transition Plans, SSA has coordinated with ADA Compliance Teams, typically comprised of disability advocates, citizens, and organizations representing persons with disabilities. SSA will meet with the group to describe the process, timeline, and expectations associated with different phases of the project, as well as to receive their input and suggestions. SSA will develop a communications plan and discuss ideas with the ADA Compliance Team to effectively engage and best solicit input from the City's disabled population.

A recent example of SSA's experience with Community Outreach is with the City of Turlock, where we worked to update their Self-Evaluation and Transition Plan. SSA assisted the City in recruiting for their Advisory Team, including placing an ad in the local newspaper and working with the local disability community for recommendations of potential citizen stakeholders. As part of our explanations/trainings of the role of the ADA Advisory Team, we created a Q&A sheet. Working with our public client, we drafted information about the Transition Plan and work of the Advisory Committee and placed it on a new website page created to inform citizens of the project, the Advisory Team and the progress being made: <http://www.cityofturlock.org/citydepartments/developmentsservices/adatransitionplan.asp> (this is an active link on the City of Turlock website)

The Accessibility Advisory Committee's role was to review the project process, timeline, and expectations associated with the development of the Transition Plan and Self-Evaluation, and provide general input as well as specific feedback throughout the project. As needed, the committee reviewed the list of facilities being surveyed and provided feedback on priorities for barrier removal and refining various project components. The Advisory Committee's input was critical to the development of the Transition Plan and their comments/suggestions are documented which made a practical difference in the final product deliverable.

*Please note: Sally Swanson Architects, Inc. (SSA) as members of the general public are pleased to participate in the Public Participation and Outreach services and will perform the associated tasks at no cost to the City of Oakley. Other members of the public will be participating on their own personal time, and, as such, SSA considers it a privilege to join with the City of Oakley and its citizens in making a contribution to this very important public process.*

### Project Database and Mapping

- a. Database – SSA’s team will develop a database for the ADA Transition Plan using Microsoft Excel or other City approved software. The purpose of the database is to facilitate ongoing monitoring and updating of the final comprehensive ADA Transition Plan by City staff. The database shall correlate all aspects of the transition plan and shall be produced using the database, including but not limited to, Access Compliance Assessment Reports, Transition Plans, reference drawings, standard drawings and photographs. The database shall be the property of the City when the ADA Transition Plan compilation is complete.
- b. Project Map – SSA will develop a City-Wide reference map using a Geographic Information System (GIS) that is, or is compatible with, ArcGIS and GeoCortex. The map will fully show distinct points for each identified barrier to access.

### Development of Project Database

Once review of the field data is complete, SSA’s technical staff will handle the important task of data entry. SSA has developed an excellent computer-based tool, which provides a variety of accessibility functions. SSA’s FileMaker database is a relational database program that assembles, organizes and maintains field survey data; maintains records of as-built conditions (actual measurements), code requirements (required measurements), construction cost estimates, and recommendations for solutions for the removal of non-compliant access barriers. The program will also generate the access compliance survey report.

The FileMaker database will list the identified barriers in a report format that cites all deviations from applicable accessibility requirements contained in the 1994 and 2010 Americans with Disabilities Act Accessibility Standards and the International Building Code. The format will allow sorting of recorded information by location, type, severity, category, cost of identified barriers, etc.

This flexible tool can be easily modified to handle specific client requests and sorting functions; for example, listing the associated costs of updating non-compliant hardware at building entrances within a particular facility. All building and parks data is exportable and compatible with a variety of formats including Microsoft Excel (\*.xls), Access (\*.dbf) and Adobe Acrobat (\*.pdf). The database may also be integrated with the City’s Facilities Database Management/GIS suite using the same item descriptors. All data collected within the public rights-of-way will be provided in geodatabase and/or shape file formats including TIFF and GeoTIFF compatible with ArcGIS and GeoCortex.

### City Staff Training

- a. If required, SSA will provide training to designated City staff in the following areas:
  - Preparation of ADA Compliance Assessment Reports;
  - Using and maintaining the database;
  - Using and maintaining the project map; and
  - Monitoring and updating the ADA Self Evaluation and Transition Plan



*Please note: Sally Swanson Architects, Inc. (SSA) is pleased to conduct the City of Oakley staff training at no cost to the City of Oakley.*

### **Implementing the Final ADA Transition Plan**

Once City and Public comments are integrated into the Transition Plan, SSA will collaborate with assigned City personnel to develop the Final Transition Plan for the mitigation of any physical barriers identified in the public rights-of-way and facilities covered in the scope of work. We will share our expertise on ways to manage implementation of the plan, how to maintain the document, and what to do if funding or priorities shift for a particular Transition Plan period.

The person designated as responsible for implementing the ADA Transition Plan should maintain the document. The final document is a working document to be modified as barriers are removed or alterations are made. The City's final document shall, for at least three years following completion, be maintained on file and made available for public inspection.

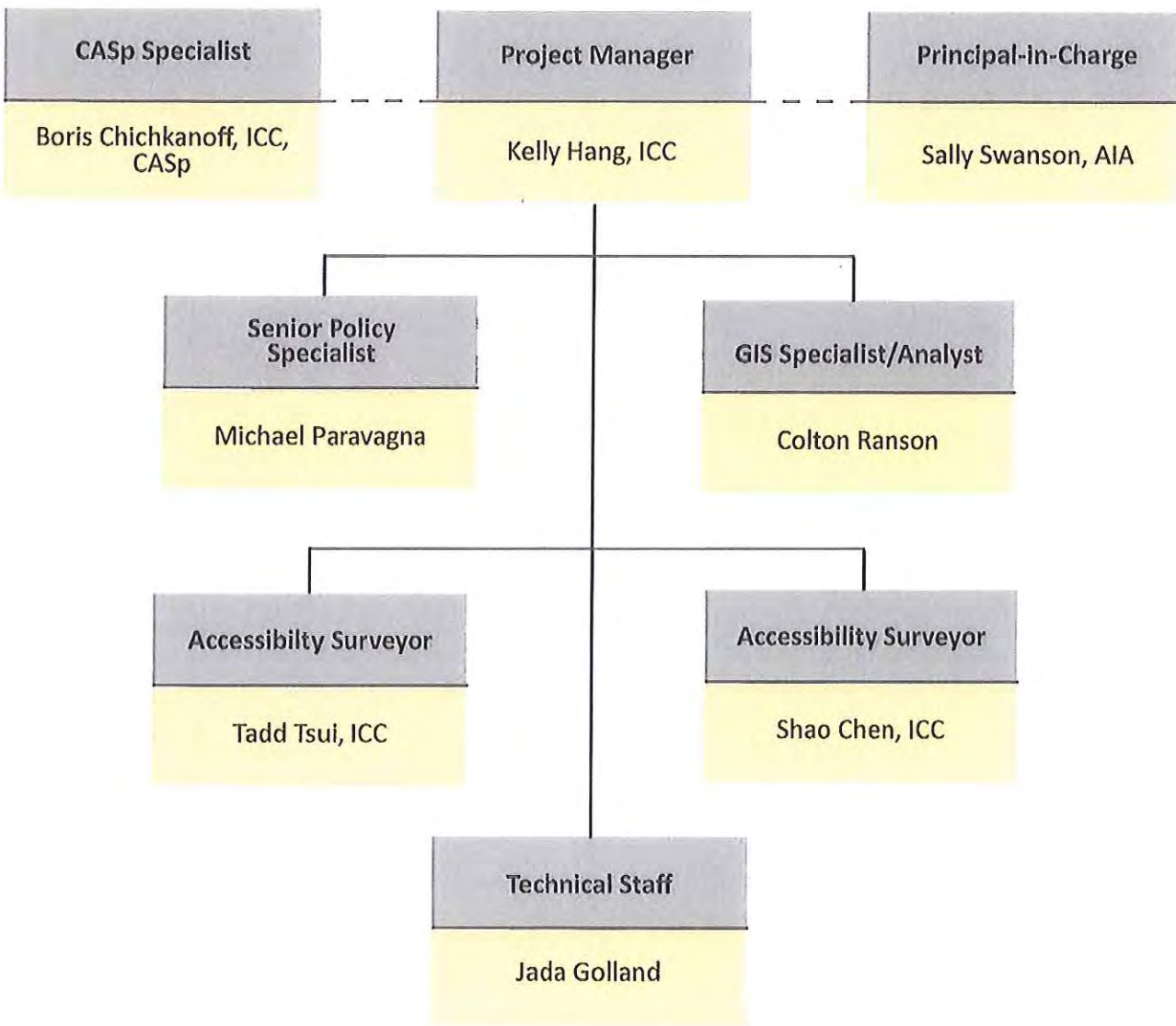
**Final note on SSA's Proposed Approach:** The strength of any prospective approach is in the structure it provides. SSA's time-tested process has been proven to be immensely successful, but "one size may not fit all." By this we mean we will tailor the specifics to serve the needs and resources of the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



CITY OF OAKLEY PROJECT TEAM ORGANIZATION CHART

The SSA team has all necessary professional and technical disciplines in-house to staff this project -- for all tasks required to conduct a Self-Evaluation and Transition Plan -- for the City of Oakley. SSA does not contract with sub-consultants on Self-Evaluation and Transition Plan projects.

**CITY OF OAKLEY ADA COMPLIANCE TEAM**







### CITY OF OAKLEY PROJECT TEAM

The SSA team has been assembled to bring together our qualified staff to successfully fulfill the goals and objectives of the City of Oakley. Our in-house team has decades of expertise and direct experience with conducting ADA access compliance projects.

Name	Role	Responsibilities
Sally Swanson, AIA	Principal-in-Charge	Ms. Swanson will oversee the project team to assure that the necessary resources for the project are accessible to the team and that the City's goals for the project are being met.
Kelly Hang, ICC	Project Manager	Ms. Hang will be the day-to-day Project Manager and the primary point-of-contact with the City of Oakley.
Boris Chichkanoff, ICC, CASp	CASp Specialist	Mr. Chichkanoff will apply his understanding of ADA accessibility codes to the City of Oakley's Self-Evaluation and Transition Plan.
Michael Paravagna	Senior Policy Specialist	Mr. Paravagna will evaluate the City of Oakley's policies, procedures and practices; report of findings on discrimination or accessibility issues, prepare compliance recommendations of policy updates
Colton Ranson	GIS Specialist/Analyst	Mr. Ranson will assist with the GIS task for the City of Oakley project. he will be involved with data collection technologies and data integration, analysis of field data, development of required barrier prioritization, and data quality control.
Tadd Tsui, ICC	Accessibility Surveyor	Mr. Tsui will conduct the field assessments with regard to the ADA Self-Evaluation and Transition Plan throughout the project term.
Shao Chen, ICC	Accessibility Surveyor	Mr. Chen will conduct the field assessments with regard to the ADA Self-Evaluation and Transition Plan throughout the project term.
Jada Golland	Technical Staff	Ms. Golland will assist the team in the inventory collection and compilation efforts.



**SALLY SWANSON, AIA**  
Principal-in-Charge

**License:** Architect, CA, 1982, #C12746

**Education:** M.A. in Urban Design & Planning, Columbia University; Environmental Studies, University of Washington; B.A. in Architecture, University of Illinois

**Experience:** Ms. Swanson, Principal of Sally Swanson Architects, Inc. has over 36 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. She has considerable experience working on transition plans for cities and counties throughout the State of California and beyond. Sally Swanson has earned an excellent reputation with these clients, as well as with the Department of General Services, the Division of the State Architect, the California Community Colleges Chancellor's Office, and O.S.H.P.D. She has also assisted many California schools and colleges to obtain available state and local funding.



Ms. Swanson is recognized as a leader in access compliance. Working closely with the disabled community, she was instrumental in the development of the building code requirements for California's Title 24 disabled access regulations. She has worked with many of the organizations that helped create and pass the Americans with Disabilities Act. In her design work she strives to enable persons with disabilities while maintaining the architectural integrity of each project she undertakes.

Ms. Swanson works closely with all her clients, establishing effective communication that lasts through the life of a project. She helps her clients clearly define their specific needs and future goals, translating this information into a built environment that is both functional and aesthetically pleasing. She works extremely well, not only with her clients, but also with the entire project team, her staff, enforcing agencies, consultants, builders and stakeholder communities. Ms. Swanson was recently appointed a member of the DSA Advisory Board Access subcommittee and named one of the Top 100 Bay Area Woman Business Owners by the San Francisco Business Times.

**ADA Project Experience:**

**Cities:** Alameda, Bellflower, Danville, Lincoln, Lemoore, Monterey, Richmond, Sanger, San Carlos, Santa Ana, San Marcos, Santa Clara, Tulare, Turlock, Rio Rancho and Santa Fe (NM), Solana Beach

**Counties:** Kern, Kings, Marin, Mendocino, San Mateo, Sonoma, Stanislaus

**Ms. Swanson And Her Team's Pioneering Efforts in the Field of Disabled Access and Universal Design:**

- 1975 Helped write Access Compliance Codes in Title 24
- 1979 Formatted Transition Plans with Department of Rehabilitation
- 1982 Determined State funding with Department of Finance
- 1991 Developed priorities for California Community Colleges
- 1994 Developed concept of Path of Travel with DSA
- 1998 Developed Transition Plan guidelines for Dept. of Corrections
- 2003 Developed DSA Access Compliance Checklist
- 2003 Developed DSA Access Checklist for CA-Leased Buildings
- 2007 Assisted Sochi, Russia – Host, 2014 Olympics/Paralympics
- 2008 Assisted CA Community Colleges Chancellor's Office Choice Comm.
- 2008 Expert testimony to US Access Board
- 2008 Founding Member, Standards Development Committee, GUDC
- 2011 Assisted PyeongChang, South Korea - Host, 2018 Olympics/Paralympics
- 2015 TRANSED 2015, Lisbon – Sally Swanson, Presenter
- 2016 Pacific Rim International Conference on Disability and Diversity – Sally Swanson, Presenter





**KELLY HANG, ICC**  
Project Manager



**Certifications & Affiliations:** ICC-Certified Accessibility Inspector/Plan Examiner, Certified Access Specialist (CASP) in process

**Education:** Bachelor of Architecture, CA College for the Arts, CA 2015

**ADA Experience:** Ms. Hang joined SSA in 2007 and has since gained more than eight years of experience with increasing levels of responsibility from the conducting of ADA accessibility surveys to managing Accessibility projects. She is especially adept at listening to each client's needs and objectives and assimilating these goals into the accessibility project process.

Ms. Hang is thorough, organized and intuitive: all essential traits for the business of conducting access compliance projects. She is remarkably tenacious having concurrently worked towards her Architecture degree while employed at SSA.

**Relevant Project Experience:**

**Cities:** Emeryville, Lincoln, Richmond, San Carlos, Sanger, Tulare, Turlock, Santa Ana, Sunnyvale, and Camarillo, CA; Presidio of Monterey, CA; Santa Fe and Rio Rancho, NM

**Counties:** Kern and Stanislaus, CA

**Special Districts:** Caltrans, Mule Creek State Prison Infill Project ADA checklist, Plymouth, CA

**Private Sector:** Northeast Community Federal Credit Union working in conjunction with the City and County of San Francisco, CASp Inspections and Access Compliance Survey, CA; Skywalker Ranch headquarters ADA Access Survey, Nicasio, CA

**Health Facilities:** UC Davis Medical Center; Sutter Health, Oakland, CA

**Higher Education:** Sonoma County Junior College District, Contra Costa Community College District, San Jose State University, Mt. San Antonio Community College District, Desert Community College District, San Diego Community College District, West Valley Mission Community College District





**BORIS CHICHKANOFF, ICC, CASp**  
CASp Specialist



**License:** DSA Certified Access Specialist (CASp); ICC-Certified Building Inspector

**Education:** B.A. in Architecture, UC Berkeley; Chabot College, IBC and Title 24 courses

**Affiliations:** International Conference of Building Officials (ICBO)

**Experience:** Mr. Chichkanoff is a senior Project Manager at SSA with 11 years of experience. The breadth of experience includes responsibilities as a project manager, Division of the State Architect (DSA) plan reviewer, and construction administrator. More recently, he has concentrated on Health care facilities and correctional institutions, He has also done modernization and new construction projects of educational facilities, and public buildings which encompassed master planning, interior upgrades, and ground-up construction. A vital contribution to the successful completion of SSA's projects, Mr. Chichkanoff's leadership has been credited with helping to maintain the strict schedule and budget compliance for which SSA has become known for. Prior to joining SSA, Mr. Chichkanoff spent 10 years working in municipal planning and building departments across the Bay Area, where he developed an in-depth understanding of the permit and approval process.

Mr. Chichkanoff has 30 years of experience in the architectural, planning and construction industry with 14 years of specialized experience in the accessibility field. The majority of Mr. Chichkanoff's experience has been in the public sector, working on city and county accessibility planning projects, educational, civic and health care facilities, medical office buildings, hospitals, and corporate campuses.

His thorough knowledge of the codes and regulations as well as his technical expertise has been used extensively in providing quality control for all projects undertaken. Mr. Chichkanoff's frequent project tasks include providing quality control and plan review for architectural projects, with emphasis on access compliance. He has designed and then implemented environments that provide integrated solutions for disabled access, utilizing the principles of universal design, in a wide range of public projects of varying scope.

**Self-Evaluation and ADA Transition Project Experience:**

**Cities/Towns:** Emeryville, Monterey, Seaside, Stockton, San Francisco

**Special Districts:** California East Bay Municipal Water District

**Health Care Facilities:** California Health Care Facility CDCR, Stockton, CA

**K-12 Districts:** Mill Valley

**Educational Facilities:** City College of San Francisco, Santa Cruz University, Seaside High School, Cabrillo Elementary

**High Rise Buildings:** Mission Bay Convention Center

**Coastal Habitats:** British Columbia Parks - Skeena/Haida Gwaii



**MICHAEL PARAVAGNA**  
Senior Policy Specialist



**Education:** M.S. in Rehabilitation Counseling, CSU Sacramento; B.A. in Psychology/Sociology, CSU San Jose; Graduate of the National Executive Leadership Institute, University of Oklahoma

**Credentials:** California Community College Instructor - Special Education; California Community College Counseling

**Experience:** With 43 years of experience and 12 years of experience with Sally Swanson Architects, Mr. Paravagna has prepared self-evaluation reports of findings and recommendations of policies, procedures and practices as they pertained to respective Title II programs, services and activities.

He served in the capacity of a staff trainer for Santa Fe, Richmond, Alameda, Sausalito and Mt San Antonio Community College. As a staff trainer, he trained City staff on the changes in the law as it pertained to employment, communication, policy updates, procedural changes and obligations under the ADA. He led trainings on all aspects of disability civil rights in the delivery of programs, services and activities.

Mr. Paravagna serves as manager for the Los Angeles Community College District's ADA implementation program, monitoring accessibility access requirements in a \$6.1 billion dollar construction project, rewriting the Self-Evaluations for 9 community college campuses and designing training and guidance documents on a variety of ADA related matters.

Other experience includes: served as City-wide ADA Coordinator for Sacramento, California; served as Chief of the California Department of Rehabilitation's Disability Access Section, that was designated by Governor Wilson in 1992 to lead the State's effort in implementation of the ADA; served the California State Architect, as member of the Detectable Warning Advisory Committee and the Certified Access Specialist Program Implementation Committee; was a lead trainer for the World Institute on Disability.

Mr. Paravagna has spoken on behalf of the Department of Parks and Recreation, with the Department of Finance and the Governor's Office to support a needed budget change proposal, adding 13 PYs that defined program access in 264 park units. He also supervised the evaluation of all programs in the Department of Health Services, including the Medi-Cal and WIC system.

Mr. Paravagna serves as trainer for the National Association of ADA Coordinators (NAADAC) at national events and is a member of the Board of Directors for the NAADAC.

**Recognition and Memberships:**

- Appointed by Governor Schwarzenegger in May 2008 to California Building Standards Commission, responsible for representing the interests of persons with disabilities in California
- Disabled In State Service -- Recognition for Outstanding Service

**Former Member:**

- California Round Table on Outdoor Recreation and Tourism
- California State Historic Building Safety Board
- National Rehabilitation Association, East Bay Chapter
- Employee Disputes Resolution Panel - Women Escaping a Violent Environment (WEAVE)
- California State Personnel Board's Select Panel on Pride, Merit and Appeals.
- State Personnel Board's Medical Clearance Task Force
- California Universal Access Work Group

**COLTON RANSON**  
GIS Specialist/Analyst

**Education:** Bachelor of Science, Geology - Earth Systems Science and Geophysics, Montana State University, Bozeman, MT

**Affiliations:** American Geophysical Union (AGU), American Association of Petroleum Geologists (AAPG)

**Experience:** Mr. Ranson specializes in data management and collection processes and is highly motivated to complete surveys effectively and accurately while ensuring thorough and clear communication of information. His studies in the natural sciences are a perfect complement to assuring data integrity and accuracy. With over eight years of project management experience with the Department of the Interior, prior to joining SSA in 2016, he has worked as a consultant in the pipeline construction industry.



**ADA Project Experience:**

**Cities:** Sunnyvale, CA and Rio Rancho, NM

**Counties:** Stanislaus, CA

**SHAO CHEN, ICC**  
Access Surveyor

**Certifications & Affiliations:** ICC-Certified Accessibility Inspector/Plan Examiner; Certified Access Specialist (CASP) in process

**Education:** Bachelor of Arts in Architecture, UC Berkeley, CA

**Experience:** Mr. Chen has over 6 years of ADA experience, including West Valley Mission CCD, UC Berkeley ADA Upgrades (various buildings), Kern Community College Campus-wide ADA-compliant Restroom Design; Central Marin Sanitation Agency, San Rafael, CA (ADA barrier mitigation), and City of Dixon, CA Pond A Accessibility Report. Mr. Chen also has over 16 years of architecture experience with SSA, including Carlmont High School Gymnasium in Belmont, City of Emeryville City Hall Garden Room Acoustic Upgrades, City of San Francisco Community Justice Center Holding Cells, Ford Elementary School, Replacement Campus and Transition Campus in Richmond, CA, Muriel Wright Residential Center and Cherrywood Elementary School in San Jose, Oakland Unified School District (modernizations), Martin Luther King, Jr. Elementary School, Richmond, CA (portable classrooms). He is also a construction administrator.



**ADA Project Experience:**

**Cities:** Lincoln, Tulare, Turlock, Monterey, Sanger, Clovis, San Marcos, Sunnyvale, Danville, and Salinas, CA

**Counties:** Stanislaus and Kings, CA

**Correctional Health Care Facility:** California Health Care Facility, Stockton, CA

**Private Sector:** Northeast Community Federal Credit Union working in conjunction with the City and County of San Francisco, CASp Inspections and Access Compliance Survey, CA



**TADD TSUI, ICC**  
Access Surveyor

**Certifications & Affiliations:** ICC-Certified Accessibility Inspector/Plan Examiner; Certified Access Specialist (CASP) in process

**Education:** Bachelor of Science in Civil Engineering, UC Davis, CA 2013

**ADA Experience:** Mr. Tsui has over four years of experience assessing ADA compliance through on-site field investigations for City and County facilities and public rights-of-way. He has worked on quality control of barrier data, and producing ADA access reports. He is familiar with performing ADA field evaluations and conducting field spot checks of Caltrans facilities as well as pedestrian routes.



Mr. Tsui is a GIS Specialist and Field Data Analyst involved in data management including data fields, data validation values, and data format and delivery procedures, producing GIS data for many large public agencies, cities and counties nationwide where scope requires creating database frameworks that organize and analyze large quantities of information, as well as efficient database management and quality control techniques. Significantly, Mr. Tsui has assessed more than 15,000 curb cuts over the past four years.

**ADA Project Experience:**

**Cities:** Pleasant Hill, Salinas, Sanger, Sunnyvale, Tulare, and Turlock, CA; Rio Rancho, NM; Burlington, VT

**Counties:** Stanislaus and Kings, CA

**Special Districts:** Caltrans, San Mateo County Harbor District

**Higher Education:** Sonoma County Junior College District, Contra Costa Community College District

**JADA GOLLAND**  
Technical Staff

**Education:** Bachelor of Science, Environmental Management - Emphasis in Watershed Management; Minor in Geographic Information Systems, California Polytechnic State University, San Luis Obispo

**Experience:** Ms. Golland who joined SSA in 2016 is a detail-oriented GIS technician and access surveyor specializing in ADA compliance. She is an expert at collecting and processing ADA barrier data and presenting it in the form of meaningful maps and detailed reports. Ms. Golland is currently working towards becoming an ICC-Certified Accessibility Inspector.



**ADA Project Experience:**

**Cities:** Sunnyvale, CA and Rio Rancho, NM

**Counties:** Stanislaus and Kings, CA

**Special Districts:** Caltrans





CITY OF OAKLEY ADA TRANSITION PLAN AND SELF EVALUATION REVIEW SERVICES - FEE PROPOSAL - SALLY SWANSON ARCHITECTS, INC. (SSA) June, 2017

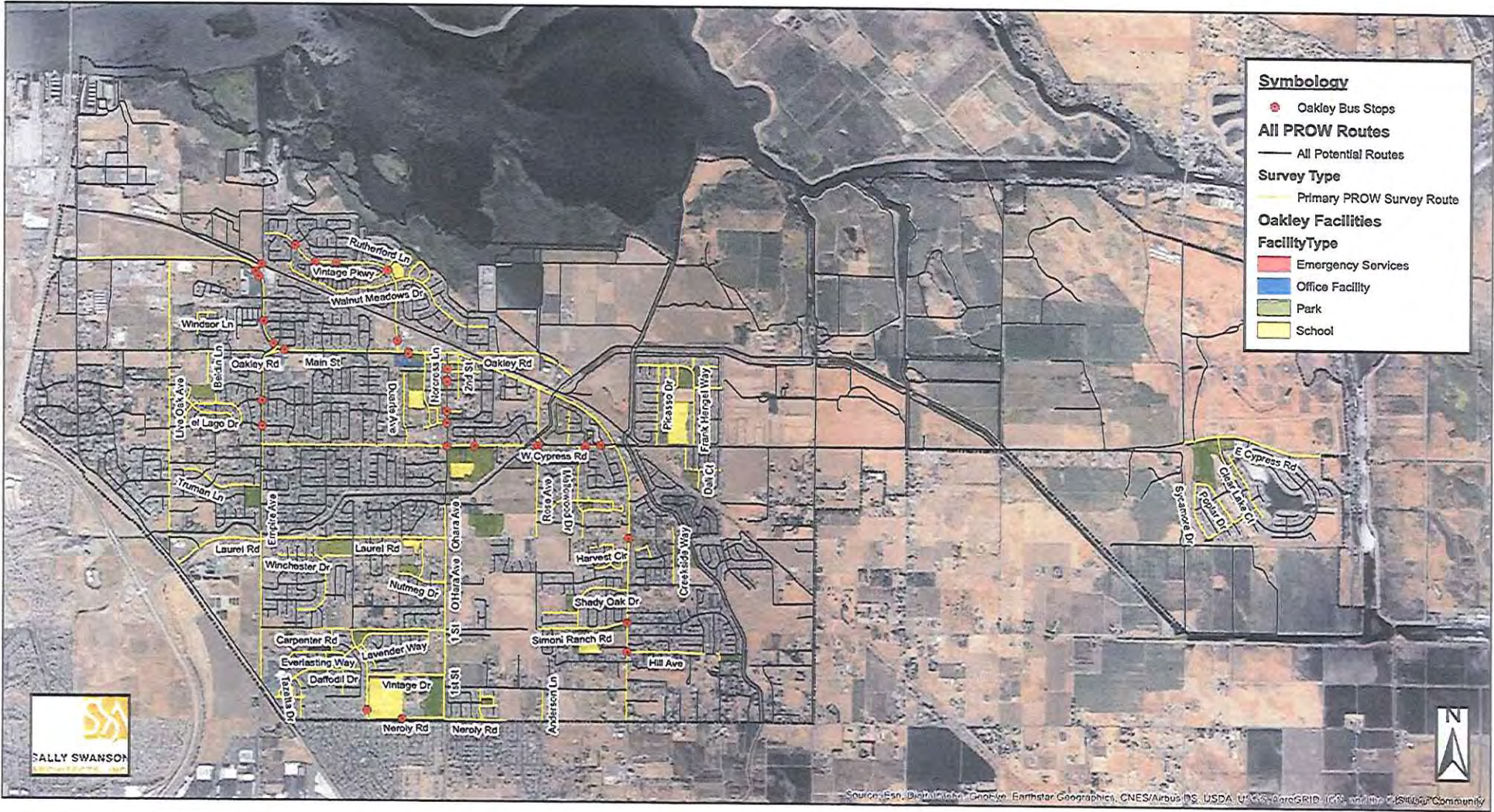
Task #	Tasks Task Description	Labor							Total Hours	Total Labor Costs	ODC's Other Direct Costs					Total Fee
		Principal-In-Charge	Project Manager	CASp Specialist	Sr. Policy Specialist	Facility Surveyor	PROWs Surveyor	Technical Staff			Car & Gas (Weekly Rate @ \$200)	Car & Gas (Daily Rate @ \$85)	Lodging (Daily Rate N/A)	Meals & Incidental Exp (Daily Rate @ \$15)	Profiler (Monthly Rate \$4,000)	
		Sally Swanson	Kelly Hang	Boris Chichkanoff	Michael Paravagna	(Various)	(Various)	(Various)								
		\$225	\$160	\$160	\$185	\$90	\$75	\$75								
1	<b>ADA Transition Plan</b>															
	1.1 Management & Meetings	1	6	6					13	\$2,145.00		\$130.00				\$2,275.00
	1.2 Database Preparation and Survey of Facilities		2	2		40		8	52	\$4,840.00	\$200.00		\$75.00			\$5,115.00
	1.3 Database Preparation and Survey of Parks		2	2		200		8	212	\$19,240.00	\$1,000.00		\$375.00			\$20,615.00
	1.4 Database Preparation for Survey of PROW		2	2				16	20	\$1,840.00						\$1,840.00
	1.5 Survey of PROWs (Sidewalks & Intersections)		2	2				220	224	\$17,140.00	\$1,200.00		\$420.00	\$4,000.00		\$22,760.00
	1.6 Prioritize Data Integrate Funding/Scheduling and Develop Transition Plan Reports		4	4				16	24	\$2,480.00						\$2,480.00
	1.7 Present Updated Reports and Records All Feedback		2	2				4	8	\$940.00		\$65.00				\$1,005.00
	<b>Subtotal</b>	<b>1</b>	<b>20</b>	<b>20</b>	<b>0</b>	<b>240</b>	<b>220</b>	<b>62</b>	<b>563</b>	<b>\$48,625.00</b>	<b>\$2,400.00</b>	<b>\$195.00</b>	<b>\$0.00</b>	<b>\$870.00</b>	<b>\$4,000.00</b>	<b>\$56,090.00</b>
2	<b>ADA Self-Evaluation</b>															
	2.1 Management	1	4	4	4				13	\$2,245.00		\$65.00				\$2,310.00
	2.2 Review Existing Documents & Policies		1	1	8				10	\$1,800.00						\$1,800.00
	2.3 Develop Self-Evaluation Questionnaires		1	1	8			4	14	\$2,100.00						\$2,100.00
	2.4 Administering Staff Questionnaires		1	1	16				18	\$3,280.00		\$65.00				\$3,345.00
	2.5 Define City ADA Training Needs		1	1	8				10	\$1,800.00						\$1,800.00
	2.6 Organize and Submit Recorded Survey Documents with Recommendations		1	1	2			4	8	\$990.00						\$990.00
	2.7 Prepare Report to Identify Barriers and Suggest Changes within Programs, Services & Activities and Records All Feedback		4	4	8			8	24	\$3,360.00		\$65.00				\$3,425.00
	<b>Subtotal</b>	<b>1</b>	<b>13</b>	<b>13</b>	<b>64</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>97</b>	<b>\$15,575.00</b>	<b>\$0.00</b>	<b>\$195.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$16,770.00</b>
3	<b>Public Vetting and Final Reports</b>															
	3.1 Public Vetting; Attend Plan Review Workshop, Answer Questions and Record All Feedback		4	4	8			4	20	\$3,060.00		\$130.00				\$3,190.00
	3.2 Incorporate All Changes/Comments and Develop Final Reports Including Workplan		4	4	8			16	32	\$3,960.00						\$3,960.00
	3.3 Guidance and Support		2	2	4			8	8	\$1,380.00						\$1,380.00
	<b>Subtotal</b>	<b>0</b>	<b>10</b>	<b>10</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>60</b>	<b>\$8,400.00</b>	<b>\$0.00</b>	<b>\$130.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$8,630.00</b>
	<b>Proposal Grand Total</b>	<b>2</b>	<b>43</b>	<b>43</b>	<b>74</b>	<b>240</b>	<b>220</b>	<b>88</b>	<b>710</b>	<b>\$72,600.00</b>	<b>\$2,400.00</b>	<b>\$520.00</b>	<b>\$0.00</b>	<b>\$870.00</b>	<b>\$4,000.00</b>	<b>\$80,390.00</b>
	<i>Note: Policy Development and Guidance to be Determined (if Required) Based on Findings of the Self-Evaluation Report.</i>															



EXHIBIT A

<u>SSA Fac #</u>	<u>Facility Name</u>	<u>Facility Type</u>	<u>Address</u>
100	Civic Center Campus	Office Facility	3231 Main Street
101	Senior Center	Office Facility	215 2nd St.
102	City building	Office Facility	3330 Main Street
103	Oakley Plaza	Office Facility	Across civic center campus
200	Briarwood Park	Park	100 Michaelangelo Dr. and Dalia Ct.
201	Civic Center Park	Park	Main St. And Norcross Lane
202	Claremont Bay Park	Park	4676 Bayside Way
203	Creekside Community Park	Park	3900 Creekside Way
204	Crockett Park	Park	Empire Ave & Gateway Dr.
205	Cypress Grove Community Park	Park	4001 Frank Hengel Way
206	Cypress Grove Pond	Park	4001 Frank Hengel Way
207	Daffodil Park	Park	590 Daffodil Drive
208	Dewey Park	Park	215 2nd St.
209	Freedom Basin Park	Park	O'hara Ave. & Neroly Rd.
210	Harvest Park	Park	Harvest Circle and Willow Way
211	Heartwood Park	Park	240 Heartwood Drive
212	Heather Park	Park	Canterbury Lane and Claremont Lane
213	Holly Creek Park	Park	4758 Hagar Court
214	Lakewood Drive Park	Park	1882 Lakewood Drive
215	Live Oak Ranch Park	Park	Main & Shady Oak
216	Magnolia Park	Park	Daffodil Dr. & Everlasting Way
217	Main Street Park	Park	Main St. and Gardenia Ave.
218	Manresa Park	Park	1088 Clear Lake Dr.
219	Marsh Creek Glenn Park	Park	430 Hill Ave.
220	Novarina Park	Park	100 Brown St.
221	Nunn-Wilson Family Park	Park	100 Oxford Dr.
222	Nutmeg Park	Park	1068 Nutmeg Dr.
223	Oak Grove Park	Park	403 White Oak Ct.
224	Oakley Elementary School Park	Park	501. Norcross Ln.
225	Oakley (Laurel Ball Fields) Fields Park	Park	850 Laurel Rd.
226	Ohara School Park	Park	1100 O'Hara Ave.
227	Riata Park	Park	607 Saddlebrook Way
228	Shady Oak Community Park	Park	Cedar Glenn Dr. & Shady Oak Dr.
229	Simoni Ranch Park	Park	Simoni Ranch & Main St.
230	Summer Lake Community Park	Park	4020 Summer Lake Dr.
231	Sycamore Park	Park	1799 Park Place & Sycamore Dr.
232	Vintage Parkway Elementary School Park	Park	1000 Vintage Parkway

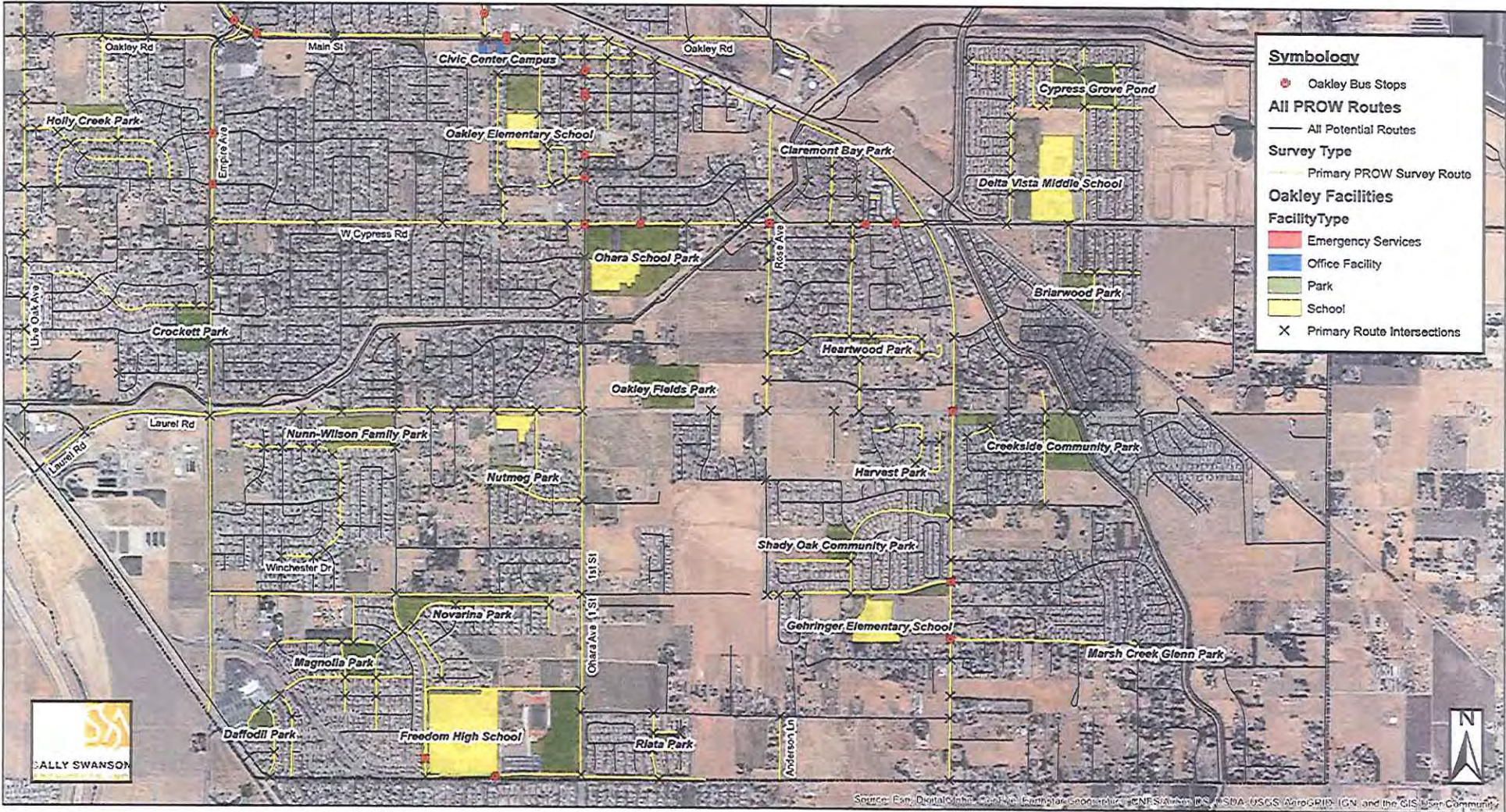
# City of Oakley



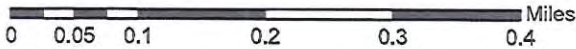
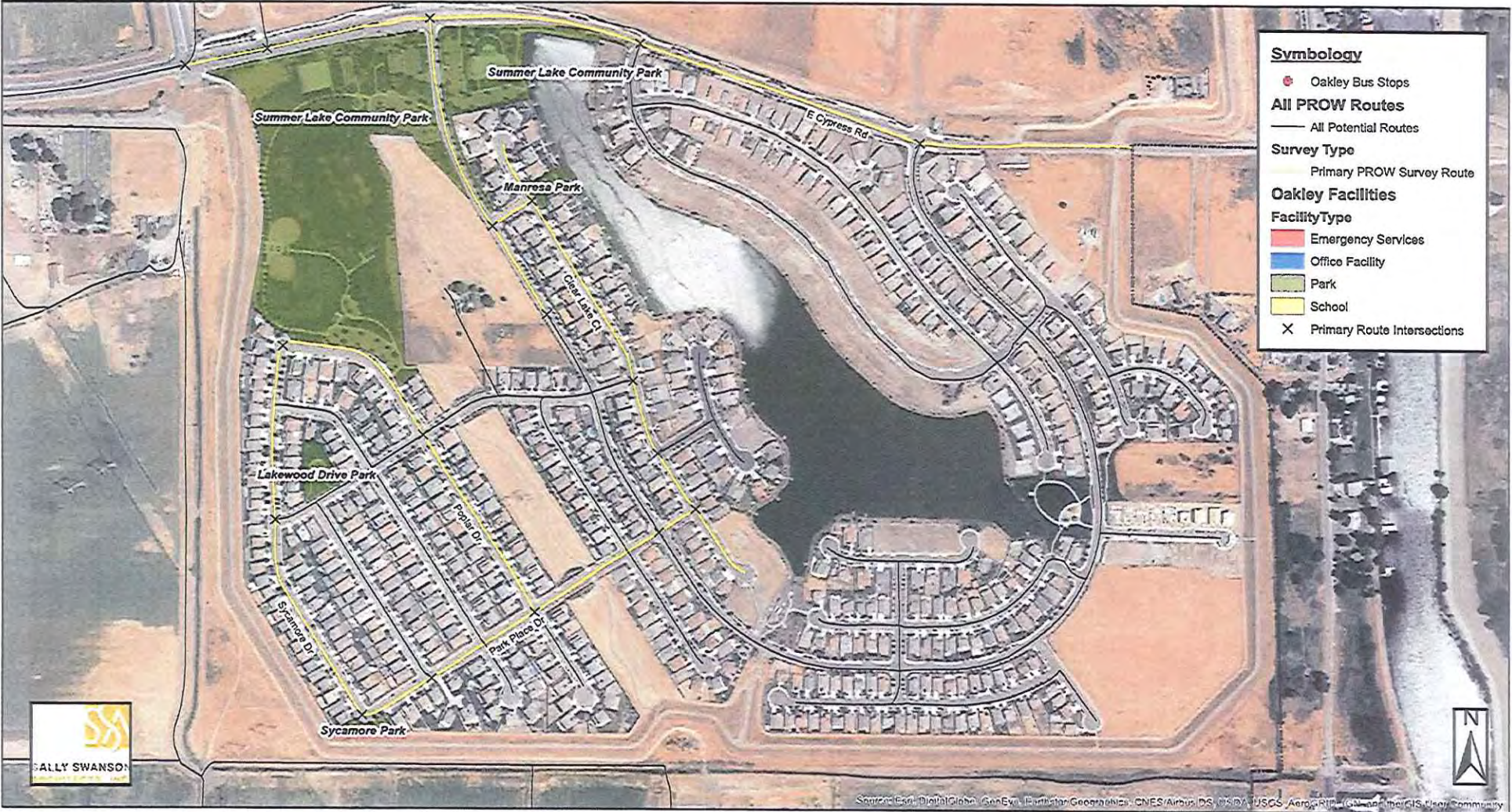
# City of Oakley



# City of Oakley



# City of Oakley



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

## EXHIBIT B

### PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

#### HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Consultant and its subcontractors shall forfeit as a penalty to the City \$25.00 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

#### WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.
- B. In accordance with Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply Labor Code Section 1775, which establishes a penalty of up to \$50.00 per day for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the

Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay 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. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
  2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
  3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
  4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, 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 in performance of the services described in Exhibit A. 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:

1. The information contained in the payroll record is true and correct.
  2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project. The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.
- D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.



## EXHIBIT C

### INSURANCE REQUIREMENTS

#### PROFESSIONAL SERVICE CONTRACTS:

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Offer Form CG 00 01-covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.  
(not required if consultant provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

#### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

##### *Additional Insured Status*

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with

such work or operations. General liability coverage should be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

***Primary Coverage***

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

***Waiver of Subrogation***

Consultant hereby grants to City a waiver of any right to subrogation which Consultant or any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of contract work.

***Verification of Coverage***

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However,

failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Subcontractors***

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

***Special Risks or Circumstances***

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**EXHIBIT D**  
**VERIFICATION OF REQUIRED INSURANCE**

---

City of Oakley and Sally Swanson Architects, Inc.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/08/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates... CONTACT NAME: Alison Muller... PHONE: 510 465-3090... FAX: 510 452-2193... INSURED Sally Swanson Architects, Inc. 220 Sansome Street, Suite 1100 San Francisco, CA 94104

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with 7 columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: All Operations of the Named Insured. City of Oakley, its officers, officials, employees, and volunteers are named as Additional Insureds as respects General Liability coverage. General Liability insurance is Primary/Non-Contributory per policy form wording. Waiver of Subrogation applies to Workers' Compensation. (See Attached Descriptions)

CERTIFICATE HOLDER: City of Oakley, Attn: Nancy Marquez-Suarez, 3231 Main Street, Oakley, CA 94561. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Angela Berg

**DESCRIPTIONS (Continued from Page 1)**

Insured: Sally Swanson Architects, Inc.  
Insurer: Sentinel Insurance Co. LTD  
Policy Number: 57SBWBH0903  
Policy Effective Date: 11/15/2016  
Additional Insured:

Re: All Operations of the Named Insured - NAME OF PERSON(S) OR ORGANIZATION(S), CONT.: City of Oakley, its officers, officials, employees, and volunteers.

EXCERPTS FROM: Hartford Form SS 00 08 04 05

## BUSINESS LIABILITY COVERAGE FORM

### C. WHO IS AN INSURED

#### 6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

#### f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products- completed operations hazard, but only if
  - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
  - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

#### E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

#### E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

#### E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WORKERS' COMPENSATION BROAD FORM ENDORSEMENT  
EXTENDED OPTIONS**

**Policy Number:** 57WEGGD8783

**Effective Date:** 5/8/17

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:**

Sally Swanson Architects, Inc.  
220 Sansome Street, Suite 1100  
San Francisco, CA 94104

Section I of this endorsement expands coverage provided under WC 00 00 00.  
Section II of this endorsement provides additional coverage usually only provided by endorsement.  
Section III of this endorsement is a Schedule of Covered States.  
You may use the index to locate these coverage features quickly:

**INDEX**

<b><u>SUBJECT</u></b>	<b><u>PAGE</u></b>	<b><u>SUBJECT</u></b>	<b><u>PAGE</u></b>
<b>SECTION I</b>	2	B. Part One Does Not Apply	3
<b>PARTS ONE and TWO</b>	2	C. Application of Coverage	3
01 We Will Also Pay	2	D. Additional Exclusions	3
<b>PART - THREE</b>	2	E. West Virginia	3
02 How This Insurance Works	2	<b>EXTENDED OPTIONS</b>	4
<b>PART - SIX</b>	2	01 Employers' Liability Insurance	4
03 Transfer of Your Rights and Duties	2	02 Unintentional Failure to Disclose Hazards	4
04 Liberalization	2	03 Waiver of Our Right to Recover from Others	4
<b>SECTION II</b>	2	04 Foreign Voluntary Compensation	4
<b>VOLUNTARY COMPENSATION</b>	2	A. How This Reimbursement Applies	4
<b>INSURANCE</b>		B. We Will Reimburse	4
05 Voluntary Compensation Insurance	2	C. Exclusions	4
A. How This Insurance Applies	2	D. Before We Pay	5
B. We Will Pay	3	E. Recovery From Others	5
C. Exclusions	3	F. Reimbursement For Actual Loss Sustained	5
D. Before We Pay	3	G. Repatriation	5
E. Recovery From Others	3	H. Endemic Disease	5
F. Employers' Liability Insurance	3	05 Longshore and Harbor Workers' Compensation Act Coverage Endorsement	5
<b>EMPLOYERS' LIABILITY STOP GAP</b>	3	<b>SECTION III</b>	6
<b>ENDORSEMENT</b>		01 Schedule of Covered States	6
06 Employers' Liability Stop Gap Coverage	3		
A. Stop Gap Coverage Limited to Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming	3		



## SECTION I

### PARTS ONE and TWO

#### 1. WE WILL ALSO PAY

D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and

E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

##### We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

### PART THREE

#### 2. How This Insurance Applies

Paragraph 4. of A. How This Insurance Applies of Part 3 (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within sixty days.

### PART SIX

#### 3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within sixty days after your death, we will cover your legal representative as insured.

#### 4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

## SECTION II

### VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

#### 5. Voluntary Compensation Insurance

##### A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the

officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

**B. We Will Pay**

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

**C. Exclusion**

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

**D. Before We Pay**

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

**E. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it.

If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

**F. Employers' Liability Insurance**

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

**EMPLOYERS' LIABILITY STOP GAP COVERAGE**

**6. Employers' Liability Stop Gap Coverage**

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
  13. bodily injury sustained by any member of the flying crew of any aircraft.
  14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.
- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

## EXTENDED OPTIONS

**1. Employers' Liability Insurance**

Item 3.B. of the Information Page is replaced by the following:

**B. Employers' Liability Insurance:**

1. Part Two of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

<b>Bodily Injury by Accident</b>	<u>\$500,000</u>	<b>Each Accident</b>
<b>Bodily Injury by Disease</b>	<u>\$500,000</u>	<b>Policy Limit</b>
<b>Bodily Injury by Disease</b>	<u>\$500,000</u>	<b>Each Employee</b>

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from \$500,000 to \$1,000,000 in California.

**2. Unintentional Failure to Disclose Hazards**

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

**3. Waiver of Our Right To Recover From Others**

A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

B. This provision 3. does not apply in the states of Pennsylvania and Utah.

**4. Foreign Voluntary Compensation and Employers' Liability Reimbursement**

**A. How This Reimbursement Applies**

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

**B. We Will Reimburse**

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

**C. Exclusions**

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

#### **D. Before We Pay**

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

1. release you and us, in writing, of all responsibility for the injury or death,
2. transfer to us their right to recover from others who may be responsible for their injury or death,
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

#### **E. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

#### **F. Reimbursement for Actual Loss Sustained**

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

#### **G. Repatriation**

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

#### **H. Endemic Disease**

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

#### **5. Longshore and Harbor Workers' Compensation Act Coverage**

**General Section C. Workers' Compensation Law** is replaced by the following:

#### **C. Workers' Compensation Law**

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

### SECTION III

#### 1. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

C. Schedule of Covered States:

Countersigned by \_\_\_\_\_ Authorized Representative



**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF OAKLEY AND SALLY SWANSON ARCHITECTS,  
INC. FOR SERVICES RELATED TO ADA SELF -  
EVALUATION AND TRANSITION PLAN**

THIS AGREEMENT for consulting services is entered into by and between the City of Oakley, a municipal corporation in the State of California (hereinafter referred to as "City") and Sally Swanson Architects, Inc. (hereinafter referred to as "Consultant"), collectively sometimes referred to hereinafter as the "Parties", as of June 13, 2017 (the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work or proposal letter attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2018, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8. Should this Agreement be amended to include additional tasks as contemplated in Section 1, the term of services shall be extended as mutually agreed upon by City and Consultant.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a manner that conforms to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.
- 1.5 **Public Works Requirement.** Notice is hereby given that "work performed during the design and preconstruction phases of construction including, but not limited to, inspection

and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code, requiring the payment of prevailing wages and the provisions set out in Exhibit B.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed Eighty Thousand Three Hundred Ninety Dollars and Zero Cents (\$80,390), notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The Consultant's signature.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

- 2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment approved by the City Manager, which shall not exceed the maximum amount allowed by the Oakley Municipal Code.

- 2.5 **Hourly Fees.** Fees for work performed by Consultant shall not exceed the amounts shown on the Compensation Schedule attached hereto and incorporated herein as Exhibit A.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A, and expenses not listed in Exhibit A are not chargeable to the City.
- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8 of this Agreement, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve



incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance listed below and in Exhibit C against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City, and that such insurance is in effect prior to commencing work under this Agreement. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Verification of the required insurance is attached hereto and incorporated herein as Exhibit D.

4.1 **Variation.** The City may approve a variation in the insurance requirements, upon a determination that the coverage, scope, limit, and form of such insurance is either not commercially available, or that the City's interests are otherwise sufficiently protected.

4.2 **Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

4.3 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** Consultant shall to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, defend with counsel acceptable to the City, and indemnify and hold the City and its officials, officers, employees, and volunteers harmless from and against any and all losses that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant ("Claims"). Consultant will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend,

hold harmless and indemnify the City shall not apply to the extent that such Liability arises from actual or alleged negligence by a third party, negligence, active negligence, or willful misconduct of the City or any third party.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the indemnitees.

However, notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

## **Section 6. STATUS OF CONSULTANT.**

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Consultant, Not Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

## **Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator of this Agreement.

## **Section 8. TERMINATION AND MODIFICATION.**

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. This Agreement may be extended

at the option of the City. Should City decide to exercise its option to extend this Agreement, City shall provide written notice to Consultant at least sixty (60) days prior to the end date of this Agreement. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement, unless City agrees to do so by written amendment to this Agreement. Similarly, Consultant understands and agrees that, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period, unless City agrees to do so by written amendment to this Agreement.

- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to the following:
- 8.6.1 Immediately terminate the Agreement;
  - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form ("writings"), that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall following payment in full for services under this Agreement become the property of the City. If the City terminates this Agreement for non-performance, all writings submitted by Consultant prior to termination shall become the property of the City if the City has paid Consultant in full up to the time of termination. . Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties. City shall indemnify, defend and hold harmless Consultant from and against any and all claims, damages, liabilities, losses, costs and fees (including reasonable attorneys fees) arising from the unintended use or from any modifications made by third parties to the Instruments of Services prepared by Consultant under this Agreement.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

**Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by Kevin Rohani, P.E., Public Works Director/City Engineer ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 **Notices.**

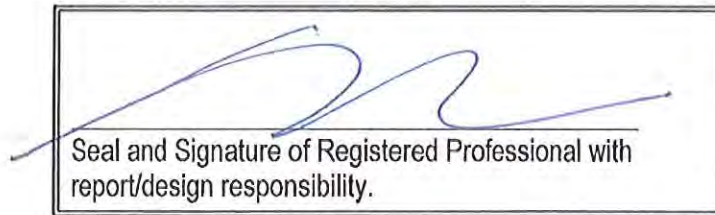
Any written notice to Consultant shall be sent to:

Sally Swanson Architects, Inc.  
Attn: Sally Swanson AIA, CEO  
220 Sansome Street  
Suite 1100  
San Francisco, CA 94104

Any written notice to City shall be sent to:

City of Oakley  
Attn: Nancy Marquez-Suarez, Human Resources Manager  
3231 Main Street  
Oakley, CA 94561

- 10.11 **Professional Seal.** Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 **Integration.** This Agreement, including the Scope of Work and Compensation Schedule, Provisions Required for Public Works Contracts, Insurance Requirements, and Verification of Required Insurance, attached hereto and incorporated herein as Exhibit A, B, C and D respectively, represents the entire and integrated agreement between City and Consultant

and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services and Compensation Schedule
<u>Exhibit B</u>	Provisions Required for Public Works Contracts
<u>Exhibit C</u>	Insurance Requirements
<u>Exhibit D</u>	Verification of Required Insurance

**10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**10.14 Authorized Signature.** Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

The parties have executed this Agreement as of the Effective Date.

CITY

CONSULTANT

City of Oakley, a municipal corporation

Sally Swanson Architects, Inc.

By: \_\_\_\_\_  
Bryan H. Montgomery, City Manager

By:  \_\_\_\_\_  
Sally Swanson, CEO

Attest:

\_\_\_\_\_  
Libby Vreonis, City Clerk

Approved as to Form:

\_\_\_\_\_  
Derek P. Cole, City Attorney



RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A  
CONTRACT WITH SALLY SWANSON ARCHITECTS INC., FOR THE SERVICES  
OF AN ADA SELF-EVALUATION AND TRANSITION PLAN**

---

**BE IT RESOLVED** by the City Council of the City of Oakley that the City Manager is hereby authorized and directed to sign on behalf of the City a contract with Sally Swanson Architects Inc., for the services of an ADA Self-Evaluation and Transition Plan.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Oakley held on the 13<sup>th</sup> day of June, 2017, by Councilmember \_\_\_\_\_, who moved its adoption, which motion being duly seconded by Councilmember \_\_\_\_\_, was upon voice vote carried and the resolution adopted by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

\_\_\_\_\_  
Sue Higgins, Mayor

ATTEST:

\_\_\_\_\_  
Libby Vreonis, City Clerk

\_\_\_\_\_  
Date