

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Motion to Authorize the City Manager to Execute an Amendment in an Amount Not to Exceed \$119,911 to the Agreement with Perteet, Inc. for Phase 2 of the ADA Compliance Self-Evaluation and Transition Plan Assistance for Rights-of-Way		
DEPARTMENT:	Public Works		
PRESENTED BY:	Tricia Juhnke, City Engineer		
ACTION:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Motion
	<input type="checkbox"/> Discussion	<input type="checkbox"/> Public Hearing	

PROBLEM/ISSUE STATEMENT:

Development of the Americans with Disabilities Act (ADA) Transition Plan was phased given the multi-year nature of the work, and the project is now at a point to start the second and final phase. Phase 2 of this project involves compiling the work completed in Phase 1 and developing an ADA Transition Plan for the public rights-of-way. The ADA Plan will provide programming with priorities for the removal of access barriers to existing facilities in the right-of-way including curb ramps, sidewalks, pedestrian signals and pedestrian crossings.

RESOURCE/FINANCIAL IMPACT:

This project is funded through the 2018 budget process. The total budget for this project is \$159,000, and this contract amendment is within the authorized budget.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute the Amendment to the Agreement with Perteet, Inc. for ADA Compliance Self-Evaluation and Transition Plan Assistance for Rights-of-Way, in an amount not to exceed \$119,911.

Approved By: City Manager **DT** City Attorney **MK**

BACKGROUND

Title II of the Americans with Disabilities Act (ADA) requires public entities with more than 50 employees to perform a self-evaluation of current facilities, services, policies and practices to determine whether they comply with ADA requirements, and to create and implement a Transition Plan that results in full compliance with the ADA over time.

Because the scope of a complete Transition Plan would necessarily encompass all City facilities and the activities of all City departments, it is expected that developing and adopting a Transition Plan will be a phased multi-year process. Phase 1 of this project included the Self-Assessment and inspection of all facilities in the Right-of-Way. This Phase was completed in February and the results of the inspection will be compiled to develop the ADA Transition Plan.

DISCUSSION

The scope of work for this Contract Amendment is attached as Attachment A. Under this amendment, the City's vendor, Perteet, Inc., will assist the City with these steps:

- Evaluate the results of the City's self-evaluation inventory of pedestrian facilities within the public right-of-way,
- Determine an improvement prioritization list using parameters with numeric values,
- Assist in community outreach, and
- Prepare the Transition Plan for Council adoption.

This work is being coordinated with Sidewalk Advisory Committee (SAC) that was established in June 2017. While the work of the SAC will be completed before the Transition Plan is adopted, the SAC is providing input on priorities for repair and funding alternatives for sidewalk repair and replacement. The scope of this contract amendment does include meeting and coordinating with the SAC.

COUNCIL GOALS ADDRESSED

This project specifically supports Council Goal 4 Action Step 4: "Ensure continued compliance with federal and state anti-discrimination laws, including Title VI of the Civil Rights Act, the Civil Rights Restoration Act, the Americans with Disabilities Act, and Washington's Law Against Discrimination, so as to ensure all Shoreline residents benefit from the City's programs and activities.

It also supports Council Goal 2: "Improve Shoreline's infrastructure to continue the delivery of highly-valued public service."

RESOURCE/FINANCIAL IMPACT

This project is funded through the 2018 budget process. The total budget for this project is \$159,000, and this contract amendment is within the authorized budget.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute a Professional Services Agreement with Perteet, Inc. for ADA Compliance Self-Evaluation and Transition Plan Assistance for Rights-of-Way, in an amount not to exceed \$119,911.

ATTACHMENTS

Attachment A – Scope of Work for Phase 2 of the ADA Compliance Self-Evaluation and Transition Plan Assistance for Rights-of-Way

**Scope of Services
for
City of Shoreline
ADA Compliance Self-Evaluation and Transition Plan Assistance for Rights-of-Way
Phase 2**

INTRODUCTION

This Scope of Services is for Phase 2 of the City's ADA Compliance Self-Evaluation and Transition Plan Assistance for Rights-of-Way. The City's purpose under Phase 2 is to compile work completed in Phase 1 and develop an ADA Transition Plan for the Public Right-of-Way.

GENERAL SCOPE OF SERVICES

The purpose of this Scope of Services is for the Consultant to provide continued assistance to the City to complete an ADA Transition Plan for the public right-of-way. This includes providing assistance in evaluating the results of the City's self-evaluation inventory of pedestrian facilities within the public right-of-way, determining an improvement prioritization list (using the BCR and ADR), community notification, and preparation of a Transition Plan, for facilities within the public right-of-way. The pedestrian facilities included in this Scope of Services include sidewalks, curb ramps, driveway approaches, street crossings, and pedestrian signals.

This Scope of Services describes the work elements to be accomplished by the Consultant for the services as summarized under each Task.

This Scope of Services consists of the following tasks:

- Task 1: Project Management and Coordination
- Task 2: Public Outreach and Involvement
- Task 3: Transition Plan

Under this Agreement, the Consultant fee will be based on the Consultant's 2018 hourly rates, which are attached to the Agreement.

DIRECTED SERVICES

The Consultant's services shall be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. The Consultant shall have no other obligations, duties or responsibilities associated with the project except as expressly provided in this Agreement.

SCOPE OF SERVICES DEFINED

Task 1: Project Management and Coordination

The Consultant's Project Manager will be responsible to the City to ensure that the services accomplish the tasks identified in the Scope of Service, are completed on schedule, and meet the City's needs and expectations.

Overall project management and coordination work elements include:

- 1.1 Meetings and Coordination. Status updates by phone and email. Prepare for and attend up to four (4) project status meetings, with up to two (2) members of the Consultant team, with City's Project Manager.
- 1.2 Project set up, budget management, and schedule development.
- 1.3 Preparation of monthly progress reports and invoices.
- 1.4 Preparation of contract supplements or change management forms.

Deliverables:

- Project Schedule prepared in Microsoft Project.
- Meeting notes prepared by the Consultant.
- Monthly progress reports and invoices.

Assumptions:

- The contract duration is no longer than nine (9) months.

Task 2: Public Outreach and Involvement

The purpose of this task is to provide an opportunity for the public to participate in the self-evaluation and Transition Plan process by giving input and submitting comments.

2.1 Sidewalk Advisory Committee (SAC) Meeting

The Consultant will prepare for and attend a meeting with the City's current SAC. The purpose of this meeting will be to present the draft results of the prioritization scoring for each of the pedestrian facilities evaluated in the City's self-evaluation, present the BCR and the ADR ratings, and describe how the scoring and prioritization system works. The Consultant will provide the following services:

- 2.1.1 Prepare a Power Point presentation which may include:
 - Aerial graphics or map graphics that include the results of the self-evaluation of facilities (assumes a map for each facility – up to five (5) maps)
 - Graphics of the condition ratings and initial priorities as recommended by the City (assumes a graphic for each facility – up to five (5) graphics; one (1) ADR heat map; one (1) graphic displaying the BCR and ADR and example illustrating how the scoring works)
- 2.1.2 Attend the SAC meeting and lead the presentation. It is anticipated that the meeting will be two (2) hours and up to three (3) Consultant staff will attend.

- 2.1.3 The Consultant will answer questions from the SAC members and will take notes on comments and questions. The Consultant will prepare a summary of comments and questions received and submit to the City

Assumptions:

- The SAC meeting will not be held until the BCR and the ADR have been confirmed and applied to all pedestrian facilities.
- The City will prepare all materials for notifications and provide notifications to the SAC committee
- The City will schedule and provide the meeting space.

Deliverables:

- Power Point presentation
- Compiled document of written comments

2.2 Public Open House

The open house is anticipated to be the forum to present the results of the City's right-of-way inventory and self-evaluation of compliance, and present the initial prioritization rating results. The Consultant will provide support to the City for one (1) public open house event. The City will lead the open house, provide notifications, schedule and provide the meeting space. It is anticipated the Consultant will provide the following support:

- 2.2.1 Prepare supporting materials for the open house, which may include:
- Aerial graphics or map graphics that include the results of the self-evaluation of facilities – the graphics that were prepare for the SAC meeting will be utilized, updated if needed, and mounted on exhibit boards.
 - Graphics of the condition ratings and initial priorities as recommended by the City – the graphics that were prepare for the SAC meeting will be utilized, updated if needed, and mounted on exhibit boards.
 - Materials/boards/forms to collect the public comments (assumes one (1) exhibit mounted on display boards)
- 2.2.2 Attend the open house. It is anticipated that the meeting will be two (2) hours and up to three (3) Consultant staff will attend.
- 2.2.3 The Consultant will review and compile the public comments into one document and provide to the City. Specific areas that were identified as priorities by the community will also be collected and compiled.

Assumptions:

- Preparation of the materials for the maps and graphics will include minor edits only based on the SAC meeting. If the BCR and ADR criteria change and the criteria has to be re-applied to the City's data, new maps and exhibits will have to be prepared and this will be considered an additional service for an additional fee.
- The City will lead the open house and prepare and provide all formal presentations, if any. If a Power Point presentation will be given, the City will prepare the content of the presentation and lead the effort to assemble and format the presentation. The Consultant will provide JPEG files of the graphics (maps or other graphics).
- The City will prepare all materials for notifications and provide notifications to the public

- The City will schedule and provide the meeting space.

Deliverables:

- Electronic JPEG files of graphics
- Presentation boards
- Public comment forms, and/or exhibit boards for collecting comments
- Compiled document of written comments

2.3 On-line Website Open House

The on-line open house is anticipated to be the forum to present the results of the City's right-of-way inventory and self-evaluation of compliance, and present the initial prioritization rating results on-line; this effort is assumed to use material similar to the physical Open House. The Consultant will provide up to three (3) page layouts in word / graphical format. The City will lead the development of the web pages and be responsible for online hosting, as well as summarizing on-line responses.

Assumptions:

- The online open house will rely on material developed as part of Task 2.2.
- The City will be responsible for providing all website and on-line hosting service; including, but not limited to, developing on-line webpages, website updates, and summarizing online comments. If comments that are in the format of a question require a response, the City will provide a response.
- The City will prepare all materials for notifications and provide notifications to the public

Deliverables:

- Online website layout cut sheets

Task 3: Transition Plan

The purpose of this task is prepare a draft and final Transition Plan for the public right-of-way. The Consultant will provide the following services in support of the City's Transition Plan:

3.1 Priority Ratings

The Consultant has applied the Barrier Condition Rating (BCR) to the City's facility inventory data under Phase 1 of this project. Under this sub-task, the Consultant will refine the BCR application for each facility.

The Consultant will apply the Accessibility Demand Rating (ADR) (as determined under Phase 1) to the self-evaluation data collected by the City, and will apply both ratings to generate an overall priority rating of the deficiencies of each facility, including sidewalks, curb ramps, driveway approaches, street crossings, and pedestrian signals. This will include a QA/QC review of the resulting scores as applied to the data. The Consultant will generate the rough draft prioritization list of the improvements, based on a total numerical score (priority rating).

The Consultant will attend up to one (1) meeting, with up to two (2) members of the Consultant team, with City staff to discuss the results of the scoring and the prioritization list. Based on the City's review comments, the

Consultant will prepare a draft list of non-compliant facilities with the overall priority rating score for each facility. It is anticipated that this draft list will be presented at the public open house.

After the public open house, the Consultant will make revisions to the BCR and/or the ADR based on the public comments and/or the City's direction, if necessary, and prepare a final prioritization list.

Under this sub-task, the Consultant will prepare a written "list" of the final scoring system for both the BCR and ADR, and prepare a heat map showing the ADR criteria locations within the City.

After the final BCR, ADR, and total priority ratings have been finalized, the Consultant will provide the City with an ArcGIS File Geodatabase so that the City can link the scoring to their GIS data base.

Assumptions:

- This task assumes the City has completed the pedestrian facility inventory and that the Consultant has the current inventory, and that there will be no additions or changes to the inventory results. If there are additions or changes, the Consultant will have to re-apply the BCR and this will be considered an additional service.
- Before the Consultant applies the BCR and ADR ratings, the City will confirm acceptance of the categories and numerical scoring.
- Under this sub-task, the prioritization list will be for individual facilities, and facilities will not be grouped as "projects" under this sub-task.

Deliverables:

- Written "list" of the final scoring system for both the BCR and ADR
- Heat map showing the ADR criteria locations within the City
- List of non-compliant facilities, for each of sidewalks, curb ramps, driveway approaches, street crossings, and pedestrian signals, showing the BCR, ADR, and total prioritization rating.

3.2 Transition Plan Preparation

The Consultant will prepare a Draft and Final ADA Transition Plan. Using the prioritization list generated from Task 3.1, the Consultant will coordinate with the City to develop a final list of prioritized projects for each facility. The final lists will be dependent on initial prioritization rating, City budgets, and the City's comments on priorities. Priorities will be established for curb ramps, sidewalks, crossings, pedestrian signals and driveways. The lists will be for individual facilities, and not grouped into projects, and will include the associated planning level costs for each facility.

The Consultant will attend up to two (2) meetings, with up to two (2) members of the Consultant team, with City staff.

This task will also include preparation of planning level costs for improvements, to be assigned to each facility. Unit costs will be prepared for:

- Sidewalks. This will be a liner foot cost, for up to five (5) types of improvements.
- Curb ramps. This will be a cost per each curb ramp, for up to three (3) types of improvements.
- Driveway approaches. This will be a liner foot cost, for up to three (3) types of improvements.
- Street crossings. This will be a liner foot cost, for up to three (3) types of improvements.
- Pedestrian signals. This will be a cost per each curb ramp, for up to three (3) types of improvements

The improvement types will be determined based on the Consultants review of the non-compliance inventory. Improvement types will be coordinated with the City and then a draft of the recommended unit costs will be submitted to the City for review and comment. The Consultant will revise and prepare a final unit cost for each facility and improvement scenario.

The Consultant will submit a draft and final prioritized list of facilities, with planning level costs to the City for review and approval. The final list will be included in the Transition Plan.

It is anticipated the Transition Plan will be limited to including the following sections:

- Introduction
- Summary of public involvement process: Identifies the process the City used to obtain public input regarding barriers, the prioritization of improvements, and the development of the Transition Plan.
- Barriers to access (self-evaluation): Identifies existing barriers that limit accessibility to individuals with disabilities. Will include maps (if applicable) and data tables summarizing barriers.
- Removal of barriers: Identifies a schedule and budget to remove barriers. Summarizes planning level cost estimates for removing barriers.
- Identify the official responsible for implementing the plan, and identify the ADA coordinator.

Assumptions:

- Coordinating the pedestrian facility prioritization lists with other City capital improvement projects, in an effort to determine the final prioritization list for the Transition Plan, will be done by the City and the final list will be given to the Consultant for inclusion in the Transition Plan.
- The City's budget for each year, and the schedule of improvements for each year will be determined by the City and provided to the Consultant for inclusion in the Transition Plan

Deliverables:

- Draft and final prioritized list, for curb ramps, sidewalks, crossings, signals and driveways, including unit costs
- Draft and Final Transition Plan

COMPLIANCE EVALUATION CRITERIA

As of the date this Agreement, the prioritization scoring prepared as part of this Scope of Services, to the extent feasible, will be developed in accordance with the following documents:

- The Proposed Guidelines for Pedestrian Facilities in the Public Rights-of-Way (PROWAG), July 26, 2011 (2011 PROWAG)

Changes in any standards or requirements after work has begun may result in extra work.

ITEMS TO BE FURNISHED BY THE CITY

The City will provide the following items and services to Consultant that will facilitate the preparation of the Transition Plan. Consultant is entitled to rely on the accuracy and completeness of the data furnished by others, including but not limited to, survey and traffic data.

- Coordination/scheduling of meetings with City staff.
- Pedestrian facility ADA compliance inventory.

PROJECT DELIVERABLES

The documents, exhibits or other presentations for the work covered by this Agreement (“Documents”) shall be furnished by the Consultant to the City upon completion of the various phases of the work. Whether the Documents are submitted in electronic media or in tangible format, any use of the Documents on another project or on extensions of this project beyond the use for which they were intended, or any modification of the Documents, or conversion of the Documents to an alternate system or format shall be without liability legal exposure to the Consultant: City shall assume all risks associated with such use, modifications, or conversions. Consultant may remove from the electronic Documents delivered to City all references to Consultant’ involvement and will retain a tangible copy of the Documents delivered to City which shall govern the interpretation of the Documents and the information recorded. Electronic files are considered working files only-Consultant is not required to maintain electronic files beyond 90 days after final project billing, and makes no warranty as to the viability of electronic files beyond 90 days from date of transmittal.

See deliverables under each task for those items the Consultant will provide.

Optional Services Not Included in the budgeted Scope of Services

Upon request, the following additional services could be added to the contract via an amendment to this Scope of Services:

- Review of the City’s capital improvement projects, coordination, and recommendations for grouping pedestrian facilities into projects.
- Preparation of Opinion of Costs for specific projects
- Preparation of Transition Plans for parks, buildings, facilities or other City programs, services, or policies that are not named specifically in the Scope of Services
- Yearly updates to the Transition Plan once it is adopted