


**CITY OF MARYSVILLE AGENDA BILL**  
**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: May 13, 2019**

<b>AGENDA ITEM:</b>	
Professional Services Agreement with Transportation Solutions, Inc. for the development of an American's with Disabilities Act (ADA) Transition Plan	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jeff Laycock, City Engineer	
<b>DEPARTMENT:</b>	
Engineering	
<b>ATTACHMENTS:</b>	
Professional Services Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
30500030.563000, TB902	\$119,000.00
<b>SUMMARY:</b>	

In accordance with the American's with Disabilities Act (ADA), local governments must develop a transition plan describing how it will ensure its facilities, services, programs and activities are accessible. The transition plan identifies physical barriers that limit the accessibility of its programs or activities to individuals with disabilities, describes the methods that will be used to remove the barriers, provides an estimated schedule for taking the steps necessary to achieve compliance and identifies the official responsible for implementation of the plan. This ADA Transition Plan will only consider the public right-of-way.

WSDOT has set a timeline for agencies to have an ADA Transition Plan by April 2023 at which point it may be a requirement in order for an agency to receive federal funds.

At the July 9, 2018 Council meeting, the Council approved the ADA Transition Plan as a 2019 Transportation Benefit District (TBD) project.

Staff advertised and solicited proposals from interested consultants. The City received proposals from two firms, Transpo Group and Transportation Solutions, Inc (TSI). The consultant selection committee concluded that TSI was the most qualified firm for the project. The attached Professional Services Agreement will provide the City with an ADA Transition Plan that focuses on right-of-way. It is in staff's opinion that the negotiated fee of \$119,000.00 is fair and consistent with industry standard. The scope of services demonstrates a clear approach to the project.

**RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor to sign and execute a Professional Services Agreement for the development of the ADA Transition Plan with Transportation Solutions, Inc. in the amount of \$119,000.00.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF MARYSVILLE  
AND TRANSPORTATION SOLUTIONS, INC.**

**THIS AGREEMENT** (“Agreement”) is made and entered into as of the date of the last signature below, by and between the City of Marysville, a Washington State municipal corporation (“City”), and Transportation Solutions, Inc., a corporation licensed/incorporated in Washington, organized under the laws of the state of Washington, located and doing business at 8250 165<sup>th</sup> Ave NE, Suite 100, Redmond, WA 98052-6628 (“Consultant”).

In consideration of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

- 1. SCOPE OF SERVICES.** The Consultant shall provide the work and services described in the attached **EXHIBIT A**, incorporated herein by this reference (the “Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.
  
- 2. TERM.** The term of this Agreement shall commence upon notice to proceed and shall terminate at midnight on June 30, 2020. The parties may extend the term of this Agreement by executing a written supplemental amendment.
  
- 3. COMPENSATION.** The Consultant shall be paid by the City for Services rendered under this Agreement as described in **EXHIBIT A** and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed One Hundred Nineteen Thousand Nine Hundred Dollars and Zero Cents (**\$119,900.00**) within the term of the Agreement, including extensions, without the written agreement of the Consultant and the City. Such payment shall be full compensation for the Services and for all labor, materials, supplies, equipment, incidentals, and any other expenses necessary for completion.

The Consultant shall submit a monthly invoice to the City for Services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.

The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

**4. CONSULTANT’S OBLIGATIONS.**

**4.1 MINOR CHANGES IN SCOPE.** The Consultant agrees to accept minor changes, amendments, or revisions to the scope of the Services, as may be required by the City, when such

changes, amendments, or revisions will not have any impact on the cost of the Services or the proposed delivery schedule.

**4.2 ADDITIONAL WORK.** The City may desire to have the Consultant perform additional work or services which are not identified in the scope of the Services. If the parties agree to the performance of additional work or services, the parties will execute a written supplemental amendment detailing the additional work or services and compensation therefore. In no event will the Consultant be compensated for preparing proposals for additional work or services. In no event shall the Consultant begin work contemplated under a supplemental amendment until the supplemental amendment is fully executed by the parties.

**4.3 WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the Services shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the Services, the work product, and all documents produced under this Agreement, even though the Services have been accepted by the City.

In the event that the Consultant defaults on this Agreement or in the event that this Agreement is terminated prior to the completion of the Services or the time for completion, all work product and all documents and other materials produced under this Agreement, along with a summary of work as of the date of default or termination, shall become the property of the City. The summary of Services provided shall be prepared at no additional cost to the City. Upon request, the Consultant shall tender the work product, all documents, and the summary to the City within five (5) business days. Tender of said work product shall be a prerequisite to final payment under this Agreement.

The Consultant will not be held liable for reuse of work product or documents produced under this Agreement or modification of the work product or documents for any purpose other than those identified in this Agreement without the written authorization of the Consultant.

**4.4 PUBLIC RECORDS ACT.** Consultant acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "PRA"). All records owned, used, or retained by the City are public records subject to disclosure unless exempt under the PRA, whether or not the records are in the possession or control of the City or Consultant. All exemptions to the PRA are narrowly construed.

a. **Confidential Information.** Any records provided to the City by the Consultant which contain information that the Consultant in good faith believes is not subject to disclosure under the PRA shall be marked "Confidential" and shall identify the specific information that the Consultant in good faith believes is not subject to disclosure under the PRA and a citation to the statutory basis for non-disclosure.

b. **Responding to Public Records Requests.** The City shall exercise its sole legal judgment in responding to public records requests.

- (1) The City may rely upon the lack of notification from the Consultant in releasing any records that are not marked “Confidential.”
- (2) If records identified as “Confidential” by the Consultant are responsive to a PRA request, the City will seek to provide notice to Consultant at least ten (10) business days before the date on which the City anticipates releasing records. The City is under no obligation to assert any applicable exemption on behalf of the Consultant. The Consultant may seek, at its sole cost, an injunction preventing the release of information which it believes is protected. In no event will the City have any liability to Consultant for any failure of the City to provide notice prior to release.
- (3) If the City, in its sole legal judgment, believes that the Consultant possesses records that (1) are responsive to a PRA request and (2) were used by the City, the City will request the records from the Consultant. The Consultant will, within ten (10) business days:
  - i. Provide the records to the City in the manner requested by the City;
  - ii. Obtain a court injunction, in a lawsuit involving the requester, covering all, or any confidential portion of, the records and provide any records not subject to the court injunction; or
  - iii. Provide an affidavit, in a form acceptable to the City Attorney, specifying that the Consultant has made a diligent search and did not locate any requested documents.

c. **Indemnification.** In addition to its other indemnification and defense obligations under this Agreement, the Consultant shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorneys fees and litigation expenses), suits, judgments, or damages (collectively “Damages”) arising from or relating to any request for records related to this Agreement, to the extent such Damages are caused by action or inaction of the Consultant. This indemnification and defense obligation shall survive the expiration or termination of this Agreement.

**4.5 MAINTENANCE/INSPECTION OF RECORDS.** The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit.

Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

#### **4.6 INDEMNITY.**

a. **Indemnification and Hold Harmless.** The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

c. The provisions of this Section 4.6 shall survive the expiration or termination of this Agreement.

d. The Consultant hereby knowingly, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW, solely for the purposes of the indemnity contained in subpart "a" of this Section 4.6. This waiver has been mutually negotiated by the parties.

\_\_\_\_\_ (City Initials)                      \_\_\_\_\_ (Contractor Initials)

#### **4.7 INSURANCE.**

a. **Insurance Term.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, or employees.

b. **No Limitation.** Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

c. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
- (2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the Services performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Professional Liability insurance appropriate to the Consultant's profession.

d. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- (3) Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

e. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

g. **Verification of Coverage.** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the Services.

h. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of the Consultant's receipt of such notice.

i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

j. **Insurance to be Occurrence Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy. Professional liability insurance may be written on a "Claims-made" basis if it is maintained for a period of three (3) years following completion of the services.

k. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

**4.8 LEGAL RELATIONS.** The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services to be performed under this Agreement. The Consultant represents that it and all employees assigned to perform any of the Services under this Agreement are in full compliance with the statutes of the State of Washington governing the Services and that all personnel to be assigned to the Services are fully qualified and properly licensed to perform the work to which they will be assigned.

**4.9 INDEPENDENT CONTRACTOR.**

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the Services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the Services required under this Agreement. The Consultant shall not make

a claim of City employment and shall not claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work to the Services that the Consultant performs under this Agreement.

d. Prior to commencement of Services, the Consultant shall obtain a business license from the City.

#### **4.10 EMPLOYMENT.**

a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employee of the Consultant.

b. Any and all employees of the Consultant, while performing any Services under this Agreement, shall be considered employees of the Consultant only and not of the City. The Consultant shall be solely liable for: (1) any and all claims that may or might arise under the Workman’s Compensation Act, Title 51 RCW, on behalf of any said employees while performing any Services under this Agreement, and (2) any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while performing any Services under this Agreement.

c. The Consultant represents, unless otherwise indicated below, that all employees of the Consultant that will perform any Services under this Agreement have never been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please use initials to indicate No or Yes below.)*

\_\_\_\_\_ No, employees performing the Services have never been retired from a Washington state retirement system.

\_\_\_\_\_ Yes, employees performing the Services have been retired from a Washington state retirement system.



In the event the Consultant checks “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the Washington State retirement system for benefits paid, the Consultant hereby agrees to save, indemnify, defend and hold the City harmless from and against all expenses and costs, including reasonable attorney fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event the Consultant checks “yes” and affirms that an employee providing work has ever retired from a Washington State retirement system, every said employee shall be identified by the Consultant and such retirees shall provide the City with all information required by the City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

**4.11 NONASSIGNABLE.** Except as provided in **EXHIBIT B**, the Services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

**4.12 SUBCONTRACTORS AND SUBCONSULTANTS.**

a. The Consultant is responsible for all work or services performed by subcontractors or subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors or subconsultants the Consultant directly hires meet the responsibility criteria for the Services. Verification that a subcontractor or subconsultant has proper license and bonding, if required by statute, must be included in the verification process. If the parties anticipate the use of subcontractors or subconsultants, the subcontractors or subconsultants are set forth in **EXHIBIT B**.

c. The Consultant may not substitute or add subcontractors or subconsultants without the written approval of the City.

d. All subcontractors or subconsultants shall have the same insurance coverage and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

**4.13 CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant’s client base and shall obtain written permission from the City prior to providing services to third parties when a conflict or potential conflict of interest exists. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**4.14 CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate, or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or the Services provided to the City.

**4.15 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; or rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth its nondiscrimination obligations. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**4.16 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**5. CITY APPROVAL REQUIRED.** Notwithstanding the Consultant's status as an independent contractor, the Services performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if the Services have been completed in compliance with the Scope of Services and City requirements.

**6. GENERAL TERMS.**

**6.1 NOTICES.** Receipt of any notice shall be deemed effective three (3) calendar days after deposit of written notice in the U.S. mail with proper postage and address.

Notices to the City shall be sent to the following address:

**CITY OF MARYSVILLE**  
Kyle Hays, Project Engineer  
80 Columbia Ave  
Marysville, WA 98270

Notices to the Consultant shall be sent to the following address:

**TRANSPORTATION SOLUTIONS, INC.**

Jeff Elekes, P.E.

8250 165<sup>th</sup> Ave NE, Suite 100

Redmond, WA 98052-6628

**6.2 TERMINATION.** The City may terminate this Agreement in whole or in part at any time by sending written notice to the Consultant. As per Section 6.1, the Consultant is deemed to have received the termination notice three (3) calendar days after deposit of the termination notice in the U.S. mail with proper postage and address. The termination notice is deemed effective seven (7) calendar days after it is deemed received by the Consultant.

If this Agreement is terminated by the City for its convenience, the City shall pay the Consultant for satisfactory Services performed through the date on which the termination is deemed effective in accordance with payment provisions of Section 3, unless otherwise specified in the termination notice. If the termination notice provides that the Consultant will not be compensated for Services performed after the termination notice is received, the City will have the discretion to reject payment for any Services performed after the date the termination notice is deemed received.

**6.3 DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

**6.4 EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with exhibits, attachments, and addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by a written supplemental amendment properly signed by both parties.

**6.5 SEVERABILITY.**

a. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining parts, terms, or provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

b. If any part, term, or provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that part, term, or provision shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

**6.6 NONWAIVER.** A waiver by either party of a breach by the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

**6.7 FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

**6.8 GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**6.9 VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

**6.10 COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**6.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth herein.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF MARYSVILLE

By \_\_\_\_\_  
Jon Nehring, Mayor

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

TRANSPORTATION SOLUTIONS, INC.

By \_\_\_\_\_  
Victor Salemann  
Its: President

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
\_\_\_\_\_, Deputy City Clerk

Approved as to form:

\_\_\_\_\_  
Jon Walker, City Attorney

**EXHIBIT A**  
**Scope of Services**

## Exhibit A

### CITY OF MARYSVILLE ADA TRANSITION PLAN

#### OVERVIEW

The ADA scope of work includes ADA surveys of all CITY owned right-of-way and CITY programs. Access to online programs, audio-visual access, communication policies, and hiring procedures shall also be addressed in the ADA Transition Plan. The CITY intends to perform a self-evaluation of buildings and parks within the next 2 to 3 years.

The CITY desires to complete the citywide ADA Transition Plan by February 10, 2020. The ADA Transition Plan to be adopted by the CITY is intended to meet the requirements of Section 504 of the Rehabilitation Act of 1973, America with Disabilities Act of 1990 CRF 28 Part 35, and WSDOT LAG Chapter 29.

The CONSULTANT shall develop a citywide ADA Transition Plan that is compliant with CFR 28 Part 35, Subpart D – Program Accessibility, Section 35.150 Existing Facilities, in the public right-of-way. Where the CITY has responsibility or authority over streets, roads, or walkways, its transition plan shall include a schedule for providing curb ramps or other sloped areas where pedestrian walkways cross curbs, giving priority to walkways serving entities covered by the Act, including CITY offices and facilities, transportation, places of public accommodation, and employers, followed by walkways serving other areas. The ADA Transition Plan is intended to include the following:

- Identify physical obstacles in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities,
- Describe in detail the methods that shall be used to make the facilities accessible,
- Specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that shall be taken during each year of the transition period,
- Indicate the official responsible for implementation of the plan,
- Adopt, update and publish grievance/complaint procedures, and
- Adopt/update the CITY's Policy on Accessible Pedestrian Signal and Pushbuttons (APS).

WSDOT Local Programs anticipates implementing a deadline for certified acceptance agencies to have ADA transition plans in place, beginning three (3) years after the approval of WSDOT's transition plan, in order for those agencies to continue to be eligible for federal highway

funding. All other agencies should comply no later than five (5) years following the approval of WSDOT's transition plan in order to continue to remain eligible to receive federal highway funds. WSDOT adopted its ADA Transition Plan in April 2018.

Chapter 29 of the WSDOT Local Agency Guideline Manual indicates that Section 504 of the Rehabilitation Act of 1973 (Section 504) states that no person with a disability shall be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity that receives Federal funding. This includes both transportation and non-transportation funding. The respective FHWA funding program administrator and the Washington State Department of Transportation (WSDOT) shall ensure that local agencies comply with Section 504 and the ADA. Each agency shall provide an opportunity for interested parties (i.e., persons with disabilities/advocacy groups) to participate in the process to develop a transition plan or program access plan.

FHWA considers transition plans to be living documents. The applicable plan should be used in conjunction with the planning and prioritizing of projects, and for monitoring progress on completing modifications. If the time period of the plan is longer than one year, the plan shall identify steps that shall be taken during each year of the transition period. FHWA also recommends that the plan be updated annually until all planned modifications have been completed.

## **ACRONYMS**

CITY of Marysville (CITY)  
Transportation Solutions, Inc (TSI) (CONSULTANT)  
IMS Infrastructure Management Services (IMS)  
design2LAST, Inc (D2L)  
Transportation Improvement Plan (TIP)  
Capital Facilities Plan (CFP)  
Code of Federal Regulations (CFR)  
Americans with Disability Act (ADA)  
Accessible Pedestrian Signal and Pushbuttons (APS)  
Washington State Department of Transportation (WSDOT)  
Federal Highway Administration (FHWA)  
Local Agency Guideline Manual (LAG)  
Language Assistance Program (LAP)  
Public Right-of-Way (PROW)



## **CITY PROVIDED DATA AND INFORMATION**

The CITY has developed information that will be used in the review and analysis of the CITY's ADA Self-Evaluation and ADA Transition Plan. The CITY shall provide access to all public right-of-way facilities that are to be assessed for purposes of this project. The CITY shall provide the following documents:

- 2019 Operating Budget
- 2019-2024 Capital Facilities Plan
- 6-Year Transportation Improvement Plan
- Long Range Transportation Improvement Plan, if available
- GIS files of planned infrastructure improvements
- GIS files related to land use, schools, transit, shopping, and medical facilities
- Existing Policy and Procedures related to ADA
- GIS files related to existing infrastructure such as sidewalks and shoulders.

## **ACCESSIBILITY CODES, STANDARDS, AND REGULATIONS**

The following accessibility standards shall be referenced on this project:

- 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG)
- Americans with Disabilities Act (ADA), Title II, 28 CFR Part 35 Subpart 'D', 35.151, using the 2010 ADA Standards for Accessible Design (ADAS)
- Americans with Disabilities Act (ADA), Title II, 28 CFR Part 35 Subpart 'D', 35.151, using the 1991 ADA Standards for Accessible Design – ADA Accessibility Guidelines (ADAAG)
- Uniform Federal Accessibility Standards (UFAS)
- CFR Title 28 Chapter I, Part 35
  - Subpart 'A' General
  - Subpart 'B' General Requirements
  - Subpart 'D' Program Accessibility
  - Subpart 'E' Communication
- Section 504 of the Rehabilitation Act of 1973

## **TRANSPORTATION SOLUTIONS, INC. PROJECT TEAM**

### ***Transportation Solutions, Inc***

Victor Salemann – QA/QC, Public Right-of-Way Assessment, Transition Plan

Jeff Elekes – Project Manager

Akmal Siddiq – ADA Transition Plan Documentation

Andrew Bratlien – GIS

Jennifer Salemann – Planner 1

Jill Berberich – Project Administration

**SCHEDULE AND KEY MILESTONES**

The schedule assumes that work shall start no earlier than May 14, 2019, once notice to proceed is granted. The goal is to obtain CITY approval of the ADA Transition Plan and the Pavement Management System Update by February 10, 2020. Major milestones and deliverables are anticipated to include the following:

Task	Start on/before	Complete by	Deliverable
City	May 14, 2019	May 31, 2019	City to provide requested data
1.1	May 14, 2019	Jun 28, 2019	Memo – TSI to submit Draft Grievance Policy and Procedure
1.2.1	Jun 3, 2019	Jun 28, 2019	Memo – TSI to submit Draft Audible Pushbutton System Policy
1.2.1	Jun 3, 2019	Jul 12, 2019	Memo – TSI to submit Draft of Review of Capital Facility Plan
1.2.1	Jul 22, 2019	Sep 3, 2019	Memo – TSI to submit Field Data of ADA Inventory
1.2.2	Jun 3, 2019	Sep 3, 2019	Memo – TSI to submit Citywide Programmatic Assessment Review
1.3.1	Jun 3, 2019	Jul 12, 2019	Memo – TSI to submit Criteria for Prioritization
1.3.1	Jun 12, 2019	Sep 20, 2019	Memo – TSI to submit Prioritization Routes based upon GIS Analysis
1.3.2	Jun 3, 2019	Jul 12, 2019	Memo – TSI to submit Self-Evaluation Survey of City Progs/Services
1.3.2	Jun 3, 2019	Aug 9, 2019	Memo – TSI to submit findings of online Public Survey
1.3.2	Jun 3, 2019	Jul 12, 2019	Memo – TSI to submit info for Project Webpage
1.3.2	Jul 12, 2019	Sep 13, 2019	Memo – TSI to submit findings from ADA Outreach Workshops
1.4	Sep 3, 2019	Nov 1, 2019	Memo – TSI to submit cost Estimates, Schedule, and Financial Plan
1.5	Nov 1, 2019	Jan 3, 2020	Report – TSI to submit Draft of ADA Transition Plan
1.5	Nov 1, 2019	Dec 17, 2019	City Council – TSI to present ADA Transition Plan to City Council
1.5	Jan 3, 2019	Feb 14, 2020	Report - TSI to submit Final ADA Transition Plan

## **SCOPE OF WORK**

### **TASK 1 – ADA TRANSITION PLAN**

#### 1.0 – PROJECT MANAGEMENT

##### 1.1 – GAP ANALYSIS AND GRIEVANCE POLICY/PROCEDURE

##### 1.2.1 – SELF EVALUATION AND INVENTORY

##### 1.2.2 – CITYWIDE PROGRAMMATIC ASSESSMENT

##### 1.3.1 – GIS ANALYSIS

##### 1.3.2 – PUBLIC OUTREACH

##### 1.4 – ADA FINANCIAL PLAN AND IMPLEMENTATION SCHEDULE

##### 1.5 – PREPARE ADA TRANSITION PLAN

#### **1.0 – PROJECT MANAGEMENT**

Project Management shall include work effort necessary to develop the project scope, schedule, budget and to setup and track the progress of the project work activities; review, monitor, and update the project schedule and coordinate changes with the project team; prepare monthly status reports and project cost invoices to be submitted to the CITY for payment/reimbursement; attend, document, and facilitate internal project team meetings; respond to agency questions as appropriate. CONSULTANT shall submit a single monthly invoice which shall include the billing requests from team subconsultants. CONSULTANT shall provide a final invoice and copy of documents as stated hereafter.

CITY Responsibilities: Review project status updates and process invoices. Coordinate meetings and access to building and facilities.

Deliverables: Monthly status report with progress invoice billing statement; meeting notes, project schedule tracking/updates.

#### **1.1 – GRIEVANCE POLICY/PROCEDURE**

The CONSULTANT shall work closely with CITY staff in establishing roles and responsibilities of the ADA coordinator. CONSULTANT shall review and make recommendations to update the CITY's grievance/complaint procedures. CONSULTANT shall meet with CITY staff to review existing and proposed grievance policy and procedures.

CITY Responsibilities: Assign CITY staff to attend meetings. Review and provide comments, if any, to the draft memorandum of findings and recommendations for the Grievance Policy/Procedure Memorandum.

Deliverables: Submit draft memorandum of findings and recommendations for the Grievance Policy/Procedure. Respond to CITY comments and finalize memorandum of findings.

### **1.2.1 – SELF EVALUATION AND INVENTORY**

CONSULTANT shall coordinate with its subconsultant, IMS Infrastructure Management Services, to field inventory ADA barriers in the public right-of-way. IMS will provide a Master Asset List of the data to be collected using their Road Surface Tester and video equipment. Ramps will be categorized as follows:

Type I - Shallow slopes, does not slope to traffic, with rear curb/or flat pan - compliant to current standard.

Type II - Shallow slopes, slight slope to traffic, no rear curb - compliant, but to an older standard, low priority.

Type III - Shallow slopes, slope to traffic, no rear curb - partially compliant, moderate priority.

Type IV - Poor non-compliant geometrics, narrow or steep approach, excessive cross fall – not compliant, high priority.

Type V - No ramp, not required.

Type VI - No ramp, but one is required, high priority.

Type VII - The ramp is some other type than those areas listed above.

CONSULTANT shall review the CITY's GIS data and make recommendations for any further supplementation. The CONSULTANT shall meet with key CITY staff to review prior work efforts related to ADA self-assessment.

The CONSULTANT shall analyze the current projects planned in the 6-Year TIP, 6-Year CFP, the CITY's long-range plan and how they relate to ADA upgrade to various facilities. The CONSULTANT shall analyze the current Accessible Pedestrian Signal and Pushbuttons (APS) policies. The CONSULTANT shall analyze the CITY's pavement management system and how it relates to ADA curb ramp upgrades. The CONSULTANT shall analyze the CITY's review of driveways and their interface with sidewalks.

The CONSULTANT shall prepare a technical memorandum containing the CONSULTANT's findings and recommendations.

CITY Responsibilities: The CITY shall coordinate a meeting with key staff to discuss self-assessments. The CITY shall review the technical memorandum and make comments, if any, within 3 weeks of submission.

Deliverables: The CONSULTANT shall prepare a technical memorandum of findings and recommendations.

### **1.2.2 – CITYWIDE PROGRAMMATIC ASSESSMENT**

The CONSULTANT shall research and analyze the CITY's policy documents to identify issues that should be addressed regarding the accessibility of policies, programs and activities. Policy

documents shall include department and facility rules and regulations, administrative bulletins, the CITY's Municipal Code, right-of-way design standards and CITY practices for construction, maintenance management practices for ensuring pedestrian accessibility and project/program notifications.

The CONSULTANT shall develop a Questionnaire to be submitted to each department to identify current practices regarding ADA requirements including, eligibility requirements, participation requirements, facilities used, staff training, tours and transportation, communications, notifications, public meetings, use of contracted services, purchasing, maintenance of accessible features, and emergency procedures.

CITY Responsibilities: The CITY shall coordinate a meeting with key staff to discuss the programmatic assessment. The CITY shall provide CITY policy documents. The CITY shall review the technical memorandum and make comments, if any, within 3 weeks of submission.

Deliverables: The CONSULTANT shall prepare a technical memorandum of findings and recommendations.

### **1.3.1 – GIS ANALYSIS – PRIORITIZATION**

The CONSULTANT shall assist CITY staff with developing a criteria to assist the CITY in developing a prioritization of capital improvement projects and a schedule for the removal of accessibility barriers. The criteria shall identify the areas of highest priority for pedestrian improvement and discuss specific prioritization criteria for the CITY. The criteria used to develop prioritized barrier removal shall be based on input from the public. The CONSULTANT shall refine the criteria based upon input from the CITY. The CONSULTANT shall weight each proposed improvement against the refined criteria.

CONSULTANT shall also overlay high traffic public use areas, transit routes, schools and government facilities, and areas most frequently used by the ADA community. The CITY's travel demand forecasting model includes housing, employment, and traffic data shall be used to identify areas of high demand or risk to receive the highest priority in evaluation. "Heat Maps" shall be developed and prioritized routes shall be documented. The CONSULTANT shall identify the areas of highest priority for pedestrian improvement which shall inform the timeframe for the removal of barriers.

CITY Responsibilities: The CITY shall coordinate a meeting with key staff to assist in the development of criteria that shall be used to prioritize ADA improvements. The CITY shall review the technical memorandum and make comments, if any, within 3 weeks of submission.

Deliverables: The CONSULTANT shall prepare a technical memorandum of findings and recommendations.

### **1.3.2 – PUBLIC OUTREACH**

The CONSULTANT shall lead the Public Outreach effort working one-on-one with stakeholders, developing meeting materials, online surveys, and a project page on the CITY's website.

CONSULTANT shall coordinate the involvement of various stakeholders in the Transition Plan process. Stakeholder engagement shall include elected officials, CITY staff, the general public, individuals with disabilities, and organizations representing individuals with disabilities. The public outreach plan shall include the following methods to solicit input and obtain additional information from the community. These shall include the following:

- **Self-Evaluation Survey:** CONSULTANT shall administer and summarize survey results from the Americans with Disabilities Act Self-Evaluation Survey. The survey is the CITY's internal assessment of the accessibility of its facilities, programs, services, and activities. This includes site assessment of public facilities as well as a survey of CITY departments regarding the accessibility of their programs, services, and activities. Interviews with CITY staff and external stakeholders may help clarify survey results.
- **Public Survey:** A public survey shall gather feedback regarding citizens' perception of existing ADA accommodations. Through this survey, the project team shall better understand specific areas within the CITY requiring improvement and establish a sense of priority for needed improvements. The survey shall be available in online, printed, and large print formats; and shall be promoted through existing CITY, organization, and neighborhood communication channels. The survey shall also be available at the public meeting.
- **Project Website:** A project website shall provide information regarding the project goals, timeline, and key documents. The website shall also provide links to the public survey and include upcoming meeting dates. The CONSULTANT shall work closely with the City's PIO and support staff to information and survey related data for the website.
- **Public Workshop:** Up to two public workshops shall encourage residents to learn about the plan purpose, goals, and process; provide input regarding needed improvements; and provide feedback in terms of priority for needed improvements. Participants can connect with the project team to ask questions about the plan.

Seeking out those individuals and groups that rely on accessible infrastructure in the CITY of Marysville shall be a key element of the public outreach plan. Additionally, a discussion of funding needs and potential funding options is recommended as part of the public outreach process to determine if any potential local revenue sources such as General Obligation Bonds would be accepted by the community to accelerate ADA compliance.

CITY Responsibilities: Receive information from the CONSULTANT and post said information, as agreed to, on the CITY website. Review and update CONSULTANT developed public notices and post in common CITY locations. Coordinate dates and locations and advertise for Public Open House meetings. Coordinate dates and locations and advertise for special interest group meetings. The CITY shall review the technical memorandum and make comments, if any, within 3 weeks of submission.

Deliverables: The CONSULTANT shall coordinate with the CITY to help host Public Open House meetings and special interest group meetings. The CONSULTANT shall prepare and provide materials, as determined by the CONSULTANT, to provide information at the public and special interest group meetings. The CONSULTANT shall prepare a technical memorandum of findings and recommendations.

#### **1.4 – ADA FINANCIAL PLAN AND IMPLEMENTATION SCHEDULE**

The CONSULTANT shall lead the development of prioritization systems considering existing and future traffic conditions, existing and future land use, and most importantly the location of current populations that require accessible facilities. The system shall provide an effective merger of ADA driven project prioritization and the City's Capital Improvement Plan (CIP) to maximize overall benefits to the CITY's transportation system. This shall be combined with input from individuals and groups that rely on accessible facilities on a geographic basis.

The CONSULTANT shall develop and/or refine order of magnitude cost estimates for ADA barrier removal. The CONSULTANT shall use various sources, at the discretion of the CONSULTANT, to develop cost estimates for identified ADA upgrades. Cost estimated shall be documented in Excel spreadsheets.

CONSULTANT shall develop a long-range implementation schedule demonstrating that the CITY fully intends to remove ADA accessible barriers using existing and possibly new funding sources. CONSULTANT shall provide the CITY with a user-friendly tracking tool that shows the type, location, cost, and prioritization of each barrier and when it was removed. The GIS tool shall also incorporate ADA barrier removals/upgrades that occur as a result of the other capital improvement projects such as arterial widening projects, utility projects, building upgrades, and pavement overlay projects. A cost shall be developed for each ADA barrier removal in 2019

dollars. CONSULTANT shall develop 2-yr, 6-yr, 10-yr, and 20-yr CIP implementation plans for ADA upgrade projects.

CITY Responsibilities: The CITY shall coordinate a meeting with key staff to discuss transportation planning documents, land use and higher risk areas, self-assessments, future planned projects, and ADA upgrades. The CITY shall coordinate a meeting with key staff to discuss ADA Transition Plan funding. The CITY shall coordinate a meeting with key staff to discuss cost estimates. The CITY shall review the technical memorandum and make comments, if any, within 3 weeks of submission.

Deliverables: The CONSULTANT shall prepare a technical memorandum of findings and recommendations.

### **1.5 – PREPARE ADA TRANSITION PLAN**

The CONSULTANT shall prepare a Draft and Final ADA Transition Plan document. This shall describe the steps necessary to complete structural modifications to the ADA barriers identified through the self-evaluation, cost estimates to remove each barrier, recommended funding, and a long-range implementation schedule. The document shall be based upon all of the previous technical memorandums developed within this scope of work. The document shall be graphically oriented and prepared in a reader friendly format, web enabled, and ADA compatible to the extent required. CONSULTANT shall attend one (1) City Council meeting to present the draft ADA Transition Plan.

The ADA Transition Plan document data from the memos developed under the other tasks and shall include:

- A Summary of ADA Activities to Date
- Identification of the CITY's ADA Coordinator(s) with contact information
- A Summary of the Self-Assessment
- A Summary of the Public Outreach Process
- A Summary of the Prioritization Methodology
- A Summary of the Grievance Process
- A Summary of the Levels of Annual Capital Improvement Plan (CIP) Funding

CITY Responsibilities: The CITY shall coordinate a meeting with key staff to discuss the ADA Transition Plan document. The CITY shall review the technical memorandum and make comments, if any, within 3 weeks of submission.

Deliverables: The CONSULTANT shall prepare a Draft and Final ADA Transition Plan document.



## SCOPE OF WORK

### TASK 2 – ADA FIELD DATA/PAVEMENT MANAGEMENT SYSTEM UPDATE

#### **Task 2 – IMS – ADA Field Data/Pavement Management System Update**

The CITY intends to enter into a separate agreement with IMS – Infrastructure Management Services to provide ADA field review data and a full update to the CITY’s pavement Management System. IMS has developed a logical sequence of activities to effectively obtain the greatest efficiency for each project. IMS shall use a series of Task Activities to define a work plan and then assign appropriate resources to fulfill the contractual requirements, schedule, and budget. The tasks are used to monitor performance and productivity, and link them directly to a contract unit of measure.

TSI understands that IMS will have the following three tasks, each with numerous activities and deliverables within them. The three tasks are:

**2.1 Project Initiation** – this task shall set the tone for the overall assignment, as well as document the scope, deliverables and formats. TSI will coordinate with IMS on this task as it relates to the ADA Transition Plan.

**2.2 Field Surveys** – this task is the heart of the project and encompasses all activities relating to the Laser RST surveys. Starting with the equipment calibration, the field surveys have been designed to collect the most data in the most efficient manner possible. Field surveys shall also be used to undertake quality assurance activities that relate to network coverage, and image quality validation. TSI will coordinate with IMS on this task as it relates to the ADA Transition Plan.

**2.3 Data Management** – this is the task that takes the raw information collected in the field, and processes it into a series of deliverables. This task shall also complete the quality assurance and quality control, data processing, formatting, data loading, optional alternative software implementation, image deliverables processing, cost-benefit analysis and reporting activities. TSI will coordinate with IMS on this task as it relates to the ADA Transition Plan.

City of Marysville - ADA Transition Plan	Person	Victor Salemann	Jeff Elekes	Akmal Siddiq	Andrew Bratlien	Jennifer Salemann	Jill Bererich			
Fee Estimate - Transportation Solutions, Inc.	Class	Engineer VIII	Engineer VII	Engineer IV	Engineer V	Planner 1	Office Manager			
4/10/2019	Billrate	235.00	215.00	145.00	168.50	98.00	115.00	Hrs	Amt	
<b>TASK 1 - ADA TRANSITION PLAN</b>										
1	Project Management	16.0	48.0	-	-	-	10.0	74.0	\$ 15,230	
1.1	Grievance Policy/Procedure	2.0	6.0	24.0	-	-	-	32.0	\$ 5,240	
1.2.1	Self Evaluation and Inventory	4.0	40.0	-	-	48.0	-	92.0	\$ 14,244	
1.2.2	Citywide Programmatic Assessment	4.0	16.0	-	-	60.0	-	80.0	\$ 10,260	
1.3.1	GIS Analysis - Prioritization	8.0	40.0	-	48.0	56.0	-	152.0	\$ 24,056	
1.3.2	Public Outreach	4.0	16.0	-	-	80.0	-	100.0	\$ 12,220	
1.4	ADA Financial Plan and Implementation Schedule	24.0	56.0	-	-	24.0	-	104.0	\$ 20,032	
1.5	Prepare ADA Transition Plan	16.0	16.0	-	-	80.0	-	112.0	\$ 15,040	
<b>SubTotal - Task 1</b>		78.0	238.0	24.0	48.0	348.0	10.0	746.0	\$ 116,322	
<b>TASK 2 - ADA FIELD DATA/PAVEMENT MANAGEMENT SYSTEM UPDATE</b>										
2.1	Project Initiation	1.0	4.0	-	-	-	-	5.0	\$ 1,095	
2.2	Field Surveys	-	4.0	-	-	-	-	4.0	\$ 860	
2.3	Data Management	1.0	4.0	-	-	-	-	5.0	\$ 1,095	
<b>SubTotal - Task 2</b>		2.0	12.0	-	-	-	-	14.0	\$ 3,050	
<b>TSI Labor Cost</b>		Hrs	80.0	250.0	24.0	48.0	348.0	10.0	760.0	
		Billrate	235.00	215.00	145.00	168.50	98.00	115.00		
		Amt	\$ 18,800	\$ 53,750	\$ 3,480	\$ 8,088	\$ 34,104	\$ 1,150	\$ 119,372	
TSI Expenses										
Travel - Meetings and Field Review		10 event	90 mile/event	0.545 \$/mile				\$ 490.50		
Misc									\$ 37.50	
									\$ 528	
<b>TSI Fee Estimate</b>									\$ 119,900	

**EXHIBIT B**  
**Subcontractors/Subconsultants**

**Below is a list of approved subcontractors/subconsultants:**

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**OR**

**There are no approved subcontractors or subconsultants.**