

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
COMPREHENSIVE AMERICANS WITH DISABILITIES ACT (ADA) SELF  
EVALUATION AND TRANSITION PLAN**

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

This Agreement is entered into by and between the City of Pflugerville, a Texas Municipal Corporation (“City”), acting by and through its City Manager, and Kimley-Horn and Associates, Inc. (“Consultant”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**I. DEFINITIONS**

As used in this Agreement, the following terms shall have meanings as set out below:

“City” is defined in the preamble of this Agreement and includes its successors and assigns.

“Consultant” is defined in the preamble of this Agreement and includes its successors.

“City Manager” shall mean the City Manager and/or his designee.

**II. TERM**

2.1 This agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City’s budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

**III. SCOPE OF SERVICES**

Consultant agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation. Scope of Services are detailed in *Attachment A* which are incorporated by reference as if written and copied herein.

All work performed by Consultant hereunder shall be performed to the satisfaction of the City Manager. The determination made by City Manager shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Consultant, which is not satisfactory to City Manager. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Consultant’s

work not be satisfactory to City Manager; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

#### **IV. COMPENSATION TO CONSULTANT**

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by City Manager, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed one hundred forty-nine thousand, nine hundred ninety-seven dollars and fifty cents (\$149,997.50) as total compensation, to be paid to Consultant as further detailed in Attachment B.

4.2 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in section 4.1 above. Total payments to Consultant cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the City.

4.3 Final acceptance of work products and services require written approval by City. The approval official shall be the City Manager. Payment will be made to Consultant following written approval of the final work products and services by the City Manager. City shall not be obligated or liable under this Agreement to any party, other than Consultant, for the payment of any monies or the provision of any goods or services.

#### **V. OWNERSHIP OF DOCUMENTS**

5.1 Any and all writings, documents or information in whatsoever form and character produced by Consultant pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant.

5.2 Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction. Any use of such writings, documents and information on extensions of this project or on any other project without specific adaptation by Consultant shall be at the City's sole risk and without liability to the Consultant.

#### **VI. RECORDS RETENTION**

6.1 Consultant and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided

hereunder, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Consultant to return said documents to City prior to or at the conclusion of said retention.

6.3 Consultant shall notify City, immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that City will process and handle all such requests.

## VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 *Termination Without Cause.* This Agreement may be terminated by either Party upon 15 calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 *Termination For Cause.* Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting.

7.4 *Defaults With Opportunity for Cure.* Should Consultant default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Consultant shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Consultant fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another consultant to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new consultant against Consultant's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 Bankruptcy or selling substantially all of company's assets

7.4.2 Failing to perform or failing to comply with any covenant herein required

7.4.3 Performing unsatisfactorily

7.5 *Termination By Law.* If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, Consultant shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to

City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Consultant of any and all right or claims to collect monies that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant or any of its subcontractors pursuant to this Agreement.

7.9 *Termination not sole remedy.* In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

## VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either Party may from time to time designate in writing.

If intended for City, to: City of Pflugerville  
Attn: Patricia Davis, P.E.  
City Engineer  
P.O. Box 589  
Pflugerville, Texas 78691

If intended for Consultant, to: Kimley-Horn and Associates, Inc.  
Attn: Erin Eurek, P.E.  
801 Cherry Street, Unit 11, Suite 1300  
Fort Worth, TX 76102

## IX. INSURANCE

9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall be clearly labeled “*Comprehensive ADA Self Evaluation and Transition Plan Project*” in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent’s original signature, including the signer’s company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City. No officer or employee, other than the City Attorney, shall have authority to waive this requirement.

9.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City Attorney based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

9.3 A Consultant’s financial integrity is of interest to the City; therefore, subject to Consultant’s right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant’s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

City of Pflugerville

### **Insurance Requirements**

Consultant performing work on City property or public right-of-way for the City of Pflugerville shall provide the City a certificate of insurance evidencing the coverage provisions identified herein. Consultant shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor’s policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Pflugerville.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
Commercial (Public) Liability to include coverage for: Premises/Operations	General 1,000,000 per occurrence, 2,000,000 general aggregate Or	City to be listed as additional insured and provide 30 days' notice of cancellation or material change in coverage
Products/ Completed Operations	2,000,000 combined single coverage limit	City to be provided a waiver of subrogation
Independent Contractors		City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
Personal Injury		
<b>Contractual Liability</b>		
Business Auto Liability	1,000,000 combined single limit	City to be provided a waiver of subrogation
Workers' Compensation & Employers Liability	Statutory Limits 1,000,000 each accident	City to be provided a waiver of subrogation
Professional Liability	1,000,000	

Questions regarding this insurance should be directed to the City of Pflugerville (512) 990-6100. A contract will not be issued without evidence of Insurance. City will only accept the ACORD 25 or ISO certificate of insurance forms.

9.4 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the Parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes.

City of Pflugerville  
Capital Improvement Program  
P.O. Box 589  
Pflugerville, Texas 78691-0589

9.5 Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as ***additional insured by endorsement under terms satisfactory to the City***, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the “other insurance” clause shall not apply to the City of Pflugerville where the City is an additional insured shown on the policy;
- Workers’ compensation and employers’ liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

9.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant’s performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

9.7 In addition to any other remedies the City may have upon Consultant’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

9.8 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant’s or its subcontractors’ performance of the work covered under this Agreement.

9.9 It is agreed that, excepting Professional Liability, Consultant’s insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Pflugerville for liability arising out of operations under this Agreement.

9.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

9.11 Consultant and any of its Subcontractors are responsible for all damage to their own equipment and/or property.

## **X. INDEMNIFICATION**

**10.1 CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT’s agent, CONSULTANT under contract, or another entity over which the CONSULTANT exercises control. Such acts may include personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT’S activities under this Agreement, including any negligent or intentional acts or omissions of CONSULTANT, any agent, officer, director, representative, employee,**

**consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its elected officials, employees, officers, directors, volunteers and representatives, in instances where such negligence causes personal injury, death, or property damage. In no event shall the indemnification obligation extend beyond the date with when the institution of legal or equitable proceedings for the professional negligence would be barred by any applicable statute of repose or statute of limitations.**

10.2 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT.

**10.3 Duty to Defend – Consultant covenants and agrees to hold a DUTY TO DEFEND the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly or partly on the negligence of, fault of, or breach of contract by the CITY, the CITY’S agent, the CITY’S employee or other entity, excluding the CONSULTANT or the CONSULTANT’S agent, employee or sub-consultant, over which the CITY exercises control. CONSULTANT is required under this provision and fully satisfies this provision by naming the CITY and those representatives listed above as additional insured under the CONSULTANT’S general liability insurance policy and providing any defense provided by the policy upon demand by CITY.**

**10.4 CONSULTANT is required to perform services to the City under the standard of care provided for in Texas Local Government Code § 271.904 (d)(1-2).**

10.5 Employee Litigation – In any and all claims against any Party indemnified hereunder by any employee of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or any subcontractor under worker’s compensation or other employee benefit acts.

10.6 Force Majeure - City agrees that the CONSULTANT is not responsible for damages arising from any circumstances such as strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; or failure of any third party governmental agency to act in timely manner not caused or contributed to by CONSULTANT.

## **XI. ASSIGNMENT AND SUBCONTRACTING**

11.1 Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Consultant. Consultant, its employees or its subcontractors shall perform all necessary work.



11.2 It is City's understanding and this Agreement is made in reliance thereon, that Consultant intends to use the following subcontractors in the performance of this Agreement: Accessology Too, LLC. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City prior to the provision of any services by said subcontractor.

11.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Consultant. City shall in no event be obligated to any third party, including any subcontractor of Consultant, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City.

11.4 Except as otherwise stated herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, assignee, transferee or subcontractor.

11.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

## **XII. INDEPENDENT CONTRACTOR**

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and Consultant. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

### **XIII. CONFLICT OF INTEREST**

13.1 Consultant acknowledges that it is informed that the Charter of the City of Pflugerville and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 11.06 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a Party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

13.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Consultant further warrants and certifies that it will comply with the City’s Ethics Code.

13.3 Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission (“TEC”), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Consultant with respect to the proper completion of the TEC Form 1295.

### **XIV. AMENDMENTS**

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Consultant, and, if applicable, subject to formal approval by the City Council.

### **XV. SEVERABILITY**

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of Pflugerville, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

## **XVI. LICENSES/CERTIFICATIONS**

Consultant warrants and certifies that Consultant and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

## **XVII. COMPLIANCE**

Consultant shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

## **XVIII. NONWAIVER OF PERFORMANCE**

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

## **XIX. LAW APPLICABLE**

**19.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN TRAVIS COUNTY, TEXAS.**

19.2 Venue for any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction in Travis County, Texas.

## **XX. LEGAL AUTHORITY**

The signer of this Agreement for Consultant represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Consultant and to bind Consultant to all of the terms, conditions, provisions and obligations herein contained.

## XXI. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

## XXII. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

## XXIII. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the Parties, and shall be incorporated herein for all purposes:

Attachment "A" - Scope of Services, including Project Description/Scope of Services; Fee Summary for Professional Services and Proposed Project Schedule

## XXIV. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the Parties, in accordance with Article XIV. Amendments.

## XXV. MISCELLANEOUS CITY CODE PROVISIONS

**25.1 Representations and Warranties by Consultant.** If Consultant is a corporation, partnership or a limited liability company, Consultant warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas.

**25.2 Franchise Tax Certification.** A corporate or limited liability company Consultant certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

**25.3 Eligibility Certification.** Consultant certifies that the individual or business entity named in the Agreement is not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

**25.4 Payment of Debt or Delinquency to the State or Political Subdivision of the State.** Pursuant to Chapter 38, *City of Pflugerville Code of Ordinances*, Consultant agrees that any payments owing to Consultant under the Agreement may be applied directly toward any debt

or delinquency that Consultant owes the City of Pflugerville, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

**25.5 Texas Family Code Child Support Certification.** Consultant certifies that they are not delinquent in child support obligations and therefore is not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**25.6 Texas Government Code Mandatory Provision.** The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by accepting this rider, the Consultant hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the Consultant hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

**EXECUTED** and **AGREED** to as of the dates indicated below.

**CITY OF  
PFLUGERVILLE**

**CONSULTANT  
KIMLEY-HORN AND ASSOCIATES,  
INC.**

\_\_\_\_\_  
(Signature)

Printed Name: Sereniah Breland

Title: City Manager

Date: \_\_\_\_\_

  
\_\_\_\_\_  
(Signature)

Printed Name: Brian Boecker

Title: Vice President

Date: 04/21/2020

APPROVED AS TO FORM:

  
\_\_\_\_\_

Charles E. Zech  
City Attorney

DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.

## **ATTACHMENT A SCOPE OF SERVICES**

### **PROJECT UNDERSTANDING**

- The City of Pflugerville wants to develop their Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan in multiple phases.
- This assignment will constitute Phase 1 of the ADA Self-Evaluation and Transition Plan and will include an ADA compliance review of select City programs, services, and activities, design standards, buildings and associated parking lots including paths of travel, parks and associated parking lots including paths of travel and associated curb ramps, paved and unpaved pedestrian trails, pedestrian bridges, signalized intersections, and public rights-of-way sidewalks and associated curb ramps. Possible solutions to bring any non-compliant elements that are not considered to be a de minimis barrier and are not “safe harbored” into compliance will be provided. An ADA Transition Plan document will be developed and include formal documentation of tasks and associated findings outlined in this Scope of Services.

### **SERVICES TO BE PROVIDED BY THE CONSULTANT**

The Consultant’s Services consist of the services specifically described in **Task 1.1 – Task 6.5** including the specific engineering services to be performed through the following consulting disciplines as subcontractors to the Consultant:

- (1) Accessology Too, LLC

### **TASK 1 – PROJECT MANAGEMENT**

- 1.1 The Consultant will maintain project records, budgets, schedules, communications, and subcontractor coordination for the duration of the project. It is understood the project will have a 9-month duration.
- 1.2 The Consultant will prepare monthly progress reports for the duration of the project.

### **TASK 2 – PROJECT KICK-OFF MEETING**

- 2.1 The Consultant will meet with City staff representing major program areas and orient them to the process that will be used to develop the City’s ADA Transition Plan and introduce the proposed project tasks and schedule. The Consultant will coordinate with City staff to identify and obtain all necessary documents and materials to support the Self-Evaluation process. This will include a list of all City sponsored programs and City leased and owned facilities to be included in the project. The Consultant will produce meeting materials and handouts, conduct staff orientation, and prepare a summary of action items resulting from the meeting (2-hour conference call).

### TASK 3 – SELF-EVALUATION

3.1 External ADA Advisory Committee. The Consultant will assist the City in establishing an external ADA Advisory Committee comprised of disability advocates, individuals with disabilities, and general members of the public by:

- Compiling a list of local disability organizations and their contact information; and
- Writing a template letter for the City to distribute to the local disability contact list requesting their participation on the ADA Advisory Committee.

3.2 Programs, Services, and Activities Inventory. The Consultant will coordinate with the City to gather information related to the City's programs, services, and activities, including information available on the City's website for City boards, commissions, and departments. The Consultant will compile a list of core service areas, divisions, sections, and documents that need to be evaluated for compliance under the ADA. The Consultant will document City efforts to-date regarding ADA compliance for programs, services, and activities. Items to be identified for evaluation in future phases may include, but are not limited to:

- Programs, services, and activities;
- Policies, procedures, and guidance;
- Lease agreements;
- Contracts;
- Department-specific handbooks;
- Standard operating procedures;
- Meeting agendas;
- Meeting minutes;
- Online forms;
- Applications;
- PDF forms;
- Checklists;
- Videos;
- Employment practices;
- Design standards;
- Ordinances; and
- Emergency management documents.

3.3 Programs, Services, and Activities Review. The Consultant will evaluate the current level of program, service, and activity accessibility by reviewing information available on the City's website to evaluate current City status regarding ADA requirements including eligibility requirements, participation requirements, facilities used, staff training, tours, transportation, communication, notifications, public meetings, the use of contracted services, purchasing, maintenance of accessible features, and emergency procedures for the following:

- Lease agreements for the following facilities:
  - Planning & Development Services, 201-B E. Pecan Street
  - People + Culture, 203 W. Main Street, Ste C
- One (1) sample City Council Work Session Agenda
- One (1) sample City Council Work Session Minutes
- One (1) sample City Council Meeting Agenda
- One (1) sample City Council Meeting Minutes
- One (1) sample Planning and Zoning Commission Meeting Agenda
- One (1) sample Parks and Recreation Commission Meeting Agenda
- One (1) sample Pflugerville Community Development Corporation (PCDC) Meeting Agenda
- One (1) sample public notice

3.4 Design Standards Review. The Consultant will review the following City design standards and specifications for consistency with the 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG):

- Series 400 Details (37 sheets)
- 707S-1: Pedestrian Handrail (1 of 4)
- 707S-1: Pedestrian Handrail (2 of 4)
- 707S-2: Pedestrian ADA Handrail Option 1 (1 of 4)
- 707S-2: Pedestrian ADA Handrail Option 1 (3 of 4)
- 707S-3: Pedestrian ADA Handrail on Curb Option 2 (1 of 2)
- 707S-4: Pedestrian ADA Handrail on Sidewalk Option 3 (1 of 2)
- 1301S-1: Granite Gravel Hike and Bike Trails (1 of 2)
- 1301S-1: Granite Gravel Hike and Bike Trails (2 of 2)
- Item No. 432S – Portland Cement Concrete Sidewalks

3.5 Facilities Review. The Consultant will establish field teams which will conduct evaluations based on forms developed by the Consultant. The evaluation forms for facilities listed in **Tasks 3.5.1.1 – 3.5.1.8** will be based on the 2010 ADA Standards for Accessible Design and applicable access-related state and local standards. The evaluation forms for facilities listed in **Tasks 3.5.1.9 – 3.5.1.11** will be based on the 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) and applicable access-related state and local standards. All field data will be compatible with the City's existing Geographic Information System (GIS).



3.5.1 Facilities Listing. Building evaluations in **Task 3.5.1.1 – Task 3.5.1.3** are limited to all common-use spaces, including common-use spaces located in employee-only areas. Areas used only by employees as work areas will not be evaluated.

3.5.1.1 Buildings and Parking Lots – The following buildings will be evaluated:

Location Name	Property Address	Year Constructed/ Remodeled	Sq. Ft.
1. Library	1008 W. Pfluger Street	2013	28,000
2. Recreation Center	400 Immanuel Road	2000	21,600
3. Utility Billing	100 E. Main Street Ste 100	80s-90s	1000
4. Council Chambers	100 E. Main Street Ste 500	2000s	2250

3.5.1.2 Pools and Parking Lots – The following pools will be evaluated:

Location Name	Property Address
1. Scott Mentzer Pool	901 Old Austin-Hutto Road

3.5.1.3 Public Rentals and Parking Lots – The following public rentals will be evaluated:

Location Name	Property Address
1. Green Red Barn	901 Old Austin-Hutto Road
2. Windemere Clubhouse	16800 Gower Street
3. Pfluger Grove Pavilion	515 City Park Road
4. Lake Pflugerville Pavilion	18216 Weiss Lane

3.5.1.4 Building Sidewalks – Up to 1.5 linear miles of on-site building sidewalk (excludes perimeter sidewalk within the public right-of-way) and all associated curb ramps, ramps, stairs, and other paths of travel required to be ADA compliant will be evaluated for buildings in **Task 3.5.1.1 – Task 3.5.1.3**.

3.5.1.5 Parks and Parking Lots – The following parks will be evaluated:

Location Name	Property Address	Size (Acres)
1. Bohls Park	200 Immanuel Road	14.21
2. Creekside Park	418 Settlers Valley Drive	24.54
3. Falcon Point Central Park	18720 Falcon Pointe Boulevard	13.20
4. Gilleland Creek Park, including Gilleland Creek Pavilion	700 Railroad Avenue	11.95
5. Heritage Park	901 Old Austin Hutto Road	14.25

3.5.1.6 Park Sidewalk – Up to 3.5 linear miles of park sidewalk within the parks listed in Task 3.5.1.5 will be evaluated. All curb ramps, ramps, stairs, pedestrian bridges and other paths of travel required to be ADA compliant along this sidewalk will be evaluated.

3.5.1.7 Paved Trails – Up to two (2) linear miles of paved trails will be evaluated. All curb ramps, ramps, stairs, and other paths of travel required to be ADA compliant along these trails will be evaluated.

3.5.1.8 Unpaved Trails – Up to two (2) linear miles of unpaved trails will be evaluated.

3.5.1.9 Signalized Intersections – Up to 17 signalized intersections will be evaluated. The Consultant estimates this task will include the evaluation of up to 136 curb ramps. Evaluation of additional curb ramps will be considered Additional Services.

3.5.1.10 Sidewalk Corridors – Up to three (3) linear miles of sidewalks will be evaluated.

3.5.1.11 Unsignalized Intersections and Driveways – Unsignalized intersections and driveways along the sidewalk in Task 3.5.1.10 will be evaluated. The Consultant estimates this task will include the evaluation of up to 24 intersections and up to 124 curb ramps. Evaluation of additional curb ramps will be considered Additional Services.

Facility Reports. The Consultant will create a separate report for each building, pool, rental facility, and park. Building sidewalk, park sidewalk, and park pedestrian bridges will be included in the associated building, pool, rental facility, or park report. Each facility report will identify compliance status of each facility and include the following:

- Listing of facilities that are in compliance with ADA requirements.
- Listing of facilities that are not in compliance with ADA requirements.
- Possible solutions to resolve non-compliance issues for each facility.

- Prioritized list of improvements using criteria developed by the Consultant.
- “Cost report” that assigns conceptual budget estimates to each possible solution. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the City wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the City will be paid for as Additional Services.
- Pay item descriptions, units, and unit prices for facilities listed in **Tasks 3.5.1.1 – 3.5.1.8** will be based on the Means ADA Compliance Pricing Guide, 2<sup>nd</sup> edition. Pay item descriptions, units, and unit prices for facilities listed in **Tasks 3.5.1.9 – 3.5.1.11** will be based on the current Texas Department of Transportation (TxDOT) Austin District 12-month average low bid unit prices. Changes to the pay item units after project commencement will be considered Additional Services.
- Photolog summary for each facility (photos for sidewalks can be hyperlinked in GIS, but will not be provided on each facility report).
- Catalog of all field data compatible with the City’s existing GIS databases (ArcGIS Version 10).
- The compliance status and possible solutions for facilities listed in **Tasks 3.5.1.1 – 3.5.1.8** will be based on the 2010 ADA Standards for Accessible Design and applicable access-related state and local standards. The compliance status and possible solutions for facilities listed in **Tasks 3.5.1.9 – 3.5.1.11** will be based on the 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) and applicable access-related state and local standards.

#### **TASK 4 – TRANSITION PLAN DEVELOPMENT**

The Consultant will coordinate with City staff in developing the Transition Plan as follows:

- 4.1 Prioritization Criteria. The Consultant will recommend criteria for prioritizing identified accessibility improvements.
- 4.2 Exceptions and Exemptions. The Consultant will evaluate and provide possible solutions for exceptions or exemptions that may apply under the terms of the ADA. This may include exemptions related to structures of historic significance, alterations affecting the fundamental nature of a program, service, or activity under financial and administrative burden, or structural changes.
- 4.3 Budget. The Consultant will assist the City to develop a multi-year budget needed for accessibility improvements. Possible funding sources to achieve compliance will be provided. It will be the City’s responsibility to confirm the City’s eligibility for each funding source.

4.4 Draft Transition Plan. Based on the Self-Evaluation, the Consultant will prepare a draft Transition Plan for the City. The plan will include:

- Summary and detailed findings of Self-Evaluation; and
- A phased schedule with cost estimates for the removal of facility barriers that cannot be resolved through relocation of services, the provision of auxiliary aids, or equivalent facilitation.

The Consultant will provide electronic copies of the Draft Transition Plan in Microsoft Word and Adobe PDF formats to the City.

4.5 Final Transition Plan. The Consultant will address one (1) round of comments from City staff to prepare a Final ADA Self-Evaluation and Transition Plan for the City. The Consultant will provide the following deliverables to the City on each of two (2) flash drives:

- Final Transition Plan
  - Electronic copy in Microsoft Word format;
  - Accessible electronic copy in Adobe PDF format; and
  - Two (2) printed copies.
- Final Transition Plan Appendices
  - Electronic copy of complete Appendices in Adobe PDF format.
  - Accessible electronic copy in Adobe PDF format of the following items:
    - Facility maps showing evaluated facilities and facilities to be evaluated; and
    - Summary tables of evaluated facilities showing facility name, priority, and estimate cost of improvements.
  - Printed copies of the Appendices will be considered Additional Services.

## **TASK 5 – STAFF TRAINING**

5.1 The Consultant will conduct up to eight (8) hours of staff training on topics provided in **Exhibit A**. Any request to record, videotape, or reproduce any of the training materials with the intent to train outside Engineers and/or contractors will be considered additional services.

## **TASK 6 – MEETINGS**

6.1 Progress Meetings. The Consultant will assist the City in establishing an ADA Liaison Committee that will meet throughout the process of completing the Self-Evaluation and developing the Transition Plan, and will continue to meet and actively participate after the completion of this project. The Consultant will work with the ADA Liaison Committee throughout the duration of the project to receive feedback and incorporate information from the ADA Liaison Committee into the project. The Consultant will prepare for and attend up to two (2) in-person progress meetings with City staff and the newly created ADA Liaison

Committee. The Consultant will produce meeting materials and handouts and prepare a summary of action items resulting from the meetings (2-hour meetings; 3 in-person attendees).

6.2 Public Outreach Meeting. The Consultant will prepare for and attend up to one (1) in-person meeting with City staff and the public to describe the process, timeline, and expectations associated with this project, as well as receive any general input they may provide. The City will be responsible for contacting the meeting attendees. The Consultant will produce meeting materials and handouts and prepare a summary of action items resulting from the meeting (2-hour meeting; 4 in-person attendees). Meeting materials to be provided by the Consultant:

- PowerPoint presentation;
- Wikimap showing City buildings, parks, and signalized intersections; and
- Public access survey questions.

6.3 Council Work Session. The Consultant will prepare for and attend one (1) City Council Work Session. The Consultant will produce meeting materials and handouts and prepare a summary of action items resulting from the meetings (1-hour meeting; 1 in-person attendee).

6.4 Council Meeting. The Consultant will prepare for and attend one (1) City Council meeting. The Consultant will produce meeting materials and handouts and prepare a summary of action items resulting from the meetings (2-hour meeting; 1 in-person attendee).

6.5 Conference Calls. The Consultant will participate in up to three (3) conference calls with the City to discuss the project (1-hour calls).

## **SERVICES NOT INCLUDED**

Any other services, including but not limited to the following, are not included in this Agreement:

- Review of documents not listed in **Task 3.3**;
- Evaluation and reporting of facilities not listed in **Task 3.5**;
- Evaluation of areas used only by employees as work areas.
- Providing printed copies of Appendices.

## **ADDITIONAL SERVICES**

Any services not specifically provided for in the above scope will be billed as additional services and performed at the Consultant's then current hourly rates. Additional services the Consultant can provide include, but are not limited to, the following:

- Review of documents identified in **Task 3.2**;
- Evaluation and reporting of facilities not listed in **Task 3.5**;

- Evaluation of areas used only by employees as work areas; and
- Additional staff training;
- Providing printed copies of Appendices;
- Providing accessible electronic copy of the complete Appendices; and
- Design services.

## **SCHEDULE**

The Consultant will provide its services as expeditiously as practicable and work with the City to develop a mutually agreeable schedule.

## **DELIVERABLES**

The Consultant will deliver the following materials to the City:

- Draft Transition Plan
  - Electronic copy in Microsoft Word format; and
  - Electronic copy in Adobe PDF format.
- Final Transition Plan
  - Electronic copy in Microsoft Word format;
  - Accessible electronic copy in Adobe PDF format; and
  - Two (2) printed copies.
- Final Transition Plan Appendices
  - Electronic copy of complete Appendices in Adobe PDF format.
  - Accessible electronic copy in Adobe PDF format of the following items:
    - Facility maps showing evaluated facilities and facilities to be evaluated; and
    - Summary tables of evaluated facilities showing facility name, priority, and estimate cost of improvements.
  - Printed copies of the Appendices will be considered Additional Services.
- Field Work Data
  - Electronic GIS format, compatible with the City's GIS system (ArcGIS Version 10);
  - Electronic copies of individual field photos in JPG format; and
  - Electronic copies of individual facility reports in PDF format.

## **Exhibit A Staff Training Topics**

### **(ADA0010) Disability Employment Training for Human Resources, Staff, and Managers/Supervisors:**

**(2-4 hours)**

The training objectives will cover understanding who is covered by disability civil rights laws, what employment elements are covered, and how to meet your responsibilities in an “interactive process.” Achieving an interactive process is broken down into five steps to efficiently meet reasonable accommodation requests. Attendees will be able to determine essential vs. marginal functions of the job; defining the job in precise terms assists in the job selection process, providing reasonable accommodations and in the evaluation of staff. Also covered will be special problems during employment.

### **(ADA0020) Disability Awareness and ADA Overview for Customer Contact Staff:**

**(2-4 hours)**

The training will provide an overview of the access criteria and requirements mandated for State and local government staff interacting with the public, and best practices for sensitive and respectful interactions. Communication topics include correct language and etiquette, appropriate use of terminology, and dealing with service animals in public places. The training concludes with a brief overview of maintaining accessibility for people with disabilities.

### **(ADA0030) Orientation for ADA Liaison Teams: (2-4 hours)**

Staff will receive training on how to review and evaluate existing policies and procedures for the Self-Evaluation process, which is a requirement under Title II of the ADA. The training will also assist staff in developing a work plan to improve access for persons with disabilities based on the findings and recommendations discovered during the self-evaluations process. The focus of this training is evaluating policies and practices to ensure non-discrimination from department to department.

### **(ADA0040) Maintenance Training: (2-4 hours)**

The law requires entities to maintain accessible features and the maintenance staff is on the front lines in ensuring access compliance. Staff will learn to identify problem areas, such as moving furniture, repairs, and landscaping issues, before they become hazards and know how to mitigate them. Taking into consideration that staff often have limited resources, the training will focus on increasing the knowledge of requirements and liabilities instead of augmenting staff or increasing budgets.

**(ADA0050) An Overview of the 2010 ADA Regulations, an Overview: (4-8 hours)**

With the 2010 ADA Standards for Accessibility going into effect on March 15, 2012, understanding what rules to apply can be a daunting task. This training will provide guidance on understanding the difference between the 2010 ADA Standards and existing codes, including State or local building codes.

Training will focus on implementing and complying with the 2010 ADA Standards and incorporating the standards into the master planning process. This class is essential for designers and engineers that build facilities, infrastructure, and parks.

**(ADA0060) ADA and Public Transportation: (2-4 hours)**

This class covers Part 27 and the Federal Transit Administrations oversight requirements for both public and para-transit systems. This class will focus on the requirement for accessible vehicles, the standards for the vehicles and the programmatic issues required to ensure the system is accessible and usable by all the citizens the program serves.

**(ADA0070) Public Accommodations and Commercial Facilities (Title III): (2-3 hours)**

Title III prohibits discrimination based on disability in commercial facilities and places of public accommodations. This training provides a clear distinction between these two types of businesses and details the responsibility for complying with the ADA Standards.

**(ADA0080) Public Rights of Way: (4-8 hours)**

This workshop provides a detailed understanding of PROWAG requirements as well as the “spirit” of the law. The workshop will provide insight on what is maintenance vs. alteration, how to achieve compliance with difficult site constraints, how to make the right decisions in the field, and how to know when to seek additional help. Special attention will be given to the technical information on the design and installation standards of curb ramps and sidewalks in the public rights-of-way.

**(ADA0090) Telecommunications – Removing the Mystery (Title IV): (2-4 hours)**

As our country becomes more technologically advanced, it is important to understand how technology upgrades impact people with disabilities. This training provides an understanding of Title IV of the ADA and the FCC requirements for providing compliant services to people with speech and hearing impairments.

The extended training on this topic also covers the requirements of Section 508.

**(ADA0100) Title V Miscellaneous Provisions: (2-4 hours)**

Title V includes miscellaneous provisions that apply broadly across all the other titles. Many of these provisions, some of which are found nowhere else in the law itself, are a result of interpretations by various federal agencies that issue regulations implementing the other titles of the ADA. This class covers the significant elements of Title V and how it applies to businesses and agencies.



**(ADA0110) Emergency Personnel Training: (2-4 hours)**

This training is specific to first responders (Fire Departments, Law Enforcement, and other emergency responders) that interact with customers with disabilities. The training will cover disability etiquette, communications, the interrogation process, and holding and processing people with disabilities.

**(ADA01050) Transition Plan Roundtable: (1 hour)**

Municipalities around the country are under fire from the Department of Justice for not having their ADA Transition Plans complete. Learn why transition plans are essential and what your agency can do to comply with the requirements. The training will provide strategy, guidance, and insight on developing your ADA Transition Plan.

**(ADA01060) Understanding ADA Requirements and Transition Plan Development for Title II Entities:**

**(8 hours)**

With ADA related litigation increasing, Title II entities must understand their rights and responsibilities. This interactive training addresses the nuances of Title II requirements for developing an ADA transition plan and to provide detailed information on the technical requirements for buildings, parks, sidewalks, and the public rights of way. The training will also focus on the requirements for programs, services, policies, procedures, HR issues, and emergency preparedness. This class is the best ‘well rounded’ ADA training you will find.

**(FHA01070) Understanding the Fair Housing Design Guidelines: (8 hours)**

Compliance with the Fair Housing Act is mandatory and a reality that has become clearer as cities around the country have been hit with both private lawsuits from local citizens and large settlement agreements from the United States Department of Justice (DOJ). This interactive class will answer all your questions and it applies to all employees whether they work on the exterior or interior units or common areas. This is a fast-paced interactive class that will not feel like you just spent 8 hours learning about the Fair Housing Act.

**(ADA01080) Full ADAAG or PROWAG (1.5 to 2 days)**

This training covers either the 8-hour ADA class (ADA0050) or the 1-hour PROWAG class (ADA0080) in its entirety on the first day. The second day of training is experiential. Attendees are given a route and tasks to complete in their community and a timeframe in which to do so while having a simulated disability. Disabilities will be simulated by using wheelchairs, canes, crutches, walkers, blindfolds, sight reducing goggles, and sound-canceling headsets. Upon completing the simulation, attendees participate in a discussion about their experiences as part of the learning process.

**(CUS01090) Custom Access Training: (2-8 hours)**

Do you not see the training that you need? Let us know and we will design a custom training. The training can specialize in a specific category, like healthcare or schools, or we can provide fully interactive training that ensures attendees learn the specific topic needed. The client will approve class materials and outline before the final development and again once the training is complete.

**(ABA0010) ABA Overview for Title II Entities: (8 hours)**

This course is a comprehensive ABA overview for Title II entities. Included is a review of the legal authority, ABA Standards, Outdoor Developed Areas, Emergency Transportable Housing, examples from inspections and the differences between ABA and ADA Standards. The training provides details on the technical requirements for buildings and leasing minimums for Federal and Non-Federal buildings. This course also identifies what is required to ensure compliance with the ABA and 504 regulations and the limited exceptions and best practices for developing a culture of compliance.

# ATTACHMENT B

**Project Name:** Comprehensive Americans With Disabilities Act (ADA) Self Evaluation And Transition Plan  
**Prepared By:** Kimley-Horn and Associates, Inc.

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions	Senior	Prof	Analyst	Project	Admin	Labor Total (hours)		Misc. Direct Expense (\$)
			Prof			Controller				
			1							
<b>1</b>	<b>Project Management</b>									
	Accessology Fee									\$7,020.00
1.1	Maintain project records, budgets, schedule, communications, and subcontractor coordination	9 months	9	9	0	9	4	31		
1.2	Monthly progress report	9 months	9	9	0	0	4	22		
	<b>Task Total (Hours)</b>		18	18	0	9	8	53		
	<b>Task Total (Dollars)</b>		\$3,780	\$2,970	\$0	\$855	\$760	<b>\$8,365.00</b>		<b>\$7,020.00</b>
<b>2</b>	<b>Project Kick-off Meeting</b>									
	Accessology Fee									\$2,320.00
	Meeting Preparation		2	1	6		2	11		
	Meeting	2-hour conference call	2	2	2			6		
	<b>Task Total (Hours)</b>		4	3	8	0	2	17		
	<b>Task Total (Dollars)</b>		\$840	\$495	\$1,160	\$0	\$190	<b>\$2,685.00</b>		<b>\$2,320.00</b>
<b>3</b>	<b>Self-Evaluation</b>									
	Accessology Fee									\$39,375.00
3.1	External ADA Advisory Committee		1					1		
3.2	Programs, Services, and Activities Inventory		2	1				3		
3.3	Programs, Services, and Activities Review	10 documents	2	1				3		
3.4	Design Standards Review	51 sheets	10				3	13		
3.5	Facilities Review							0		
3.5.1.1	Buildings and Parking Lots	4 buildings		1				1		
3.5.1.2	Pools and Parking Lots	1 pool		1				1		
3.5.1.3	Public Rentals and Parking Lots	4 public rentals		1				1		
3.5.1.4	Building Sidewalk	1.5 miles		1				1		
3.5.1.5	Parks and Parking Lots	5 parks		1				1		
3.5.1.6	Park Sidewalk	3.5 miles		1				1		
3.5.1.7	Paved Trails	2 miles		1				1		
3.5.1.8	Unpaved Trails	2 miles		1				1		
3.5.1.9	Signalized Intersections	17 signals	9	34	34			77		\$800.00
3.5.1.10	Sidewalk Corridors	3 miles	6	21	21			48		\$400.00
3.5.1.11	Unsignalized Intersections and Driveways	24 intersections	12	24	24			60		\$400.00
	<b>Task Total (Hours)</b>		42	89	79	0	3	213		
	<b>Task Total (Dollars)</b>		\$8,820	\$14,685	\$11,455	\$0	\$285	<b>\$35,245.00</b>		<b>\$40,975.00</b>
<b>4</b>	<b>Transition Plan Development</b>									
	Accessology Fee									\$6,460.00
4.1	Prioritization Criteria		2					2		
4.2	Exceptions and Exceptions		2					2		
4.3	Budget		2	2	6			10		
4.4	Draft Transition Plan		12	12	10			34		
4.5	Final Transition Plan		4	5	10		5	24		
	<b>Task Total (Hours)</b>		22	19	26	0	5	72		
	<b>Task Total (Dollars)</b>		\$4,620	\$3,135	\$3,770	\$0	\$475	<b>\$12,000.00</b>		<b>\$6,460.00</b>

## ATTACHMENT B

**Project Name:** Comprehensive Americans With Disabilities Act (ADA) Self Evaluation And Transition Plan  
**Prepared By:** Kimley-Horn and Associates, Inc.

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions	Senior Prof I	Prof	Analyst	Project Controller	Admin	Labor Total (hours)	Misc. Direct Expense (\$)
			210.00	165.00	145.00	95.00	95.00		
5	Staff Training								
	Accessology Fee								\$5,345.00
	Training Prep		2	2			4	8	
	Training	8 hours						0	
	<b>Task Total (Hours)</b>		2	2	0	0	4	8	
	<b>Task Total (Dollars)</b>		\$420	\$330	\$0	\$0	\$380	\$1,130.00	\$5,345.00
6	Meetings								
	Accessology Fee								\$7,932.50
6.1	Progress Meetings	Two (2), 2-hr meetings; 2 in-person attendee	16	2	18		4	40	\$800.00
6.2	Public Outreach Meeting	One (1), 2-hr meeting; 2 in-person attendees	12	2	10		4	28	\$700.00
6.3	Council Work Session	One (1), 1-hr meeting; 1 in-person attendee	6	2	6		2	16	\$400.00
6.4	Council Meeting	One (1), 2-hr meeting; 1 in-person attendee	6	2	6		2	16	\$400.00
6.5	Conference Calls	Three (3), 1-hr calls	3	3	3			9	
	<b>Task Total (Hours)</b>		43	11	43	0	12	109	
	<b>Task Total (Dollars)</b>		\$9,030	\$1,815	\$6,235	\$0	\$1,140	\$18,220.00	\$10,232.50
	<b>KIMLEY-HORN TOTAL (Hours)</b>		131	142	156	9	34	472	
	<b>KIMLEY-HORN TOTAL (Dollars)</b>		\$27,510	\$23,430	\$22,620	\$855	\$3,230	\$77,645.00	
	<b>SUBCONSULTANT (Accessology)</b>							\$68,452.50	
	<b>Miscellaneous Direct Expenses</b>							\$3,900.00	
	<b>GRAND TOTAL</b>							\$149,997.50	

## ATTACHMENT B

**Project Name:** Comprehensive Americans With Disabilities Act (ADA) Self Evaluation And Transition Plan

**Prepared By:** Accessology Too, LLC

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions	Direct Labor (Person-Hours)					Labor Total (hours)	Misc. Direct Expense (\$)
			Principle/ Project Manager	Senior Project Prof	Project Prof	Field Tech	Suport Staff		
			\$200.00	175.00	135.00	110.00	70.00		
<b>1</b>	<b>Project Management</b>								
1.1	Maintain project records, budgets, schedule and communications	9 months	12	6	6	0	6	30	
1.2	Monthly progress report	9 months	6	3	3	0	3	15	
	<b>Task Total (Hours)</b>		18	9	9	0	9	45	
	<b>Task Total (Dollars)</b>		\$3,600	\$1,575	\$1,215	\$0	\$630	<b>\$7,020.00</b>	<b>\$0.00</b>
<b>2</b>	<b>Project Kick-off Meeting</b>								
	Meeting Preparation		2	2	2	0	2	8	
	Meeting	2-hour conference call	2	2	2	0	2	8	
	<b>Task Total (Hours)</b>		4	4	4	0	4	16	
	<b>Task Total (Dollars)</b>		\$800	\$700	\$540	\$0	\$280	<b>\$2,320.00</b>	<b>\$0.00</b>
<b>3</b>	<b>Self-Evaluation</b>								
3.1	External ADA Advisory Committee		1	0	2	0	2	5	
3.2	Programs, Services, and Activities Inventory		0	0	84	0	0	84	
3.3	Programs, Services, and Activities Review	10 documents	0	0	10	0	0	10	
3.4	Design Standards Review		0	0	0	0	0	0	
3.5	Facilities Review							0	
3.5.1.1	Buildings and Parking Lots	4 buildings	4	0	8	30	0	42	\$860
3.5.1.2	Pools and Parking Lots	1 pool	1	0	2	8	0	11	\$215
3.5.1.3	Public Rentals and Parking Lots	4 public rentals	4	0	5	14	0	23	\$860
3.5.1.4	Building Sidewalk	1.5 miles	3	0	0	15	0	18	
3.5.1.5	Parks and Parking Lots	5 parks	5	0	12	48	0	65	\$1,075
3.5.1.6	Park Sidewalk	3.5 miles	2	0	3	12	0	17	
3.5.1.7	Paved Trails	2 miles	2	0	0	4	0	6	
3.5.1.8	Unpaved Trails	2 miles	2	0	0	4	0	6	
3.5.1.9	Signalized Intersections								
3.5.1.10	Sidewalk Corridors								
3.5.1.11	Unsignalized Intersections and Driveways								
	<b>Task Total (Hours)</b>		23	0	125	135	2	285	
	<b>Task Total (Dollars)</b>		\$4,500	\$0	\$16,875	\$14,850	\$140	<b>\$36,365.00</b>	<b>\$3,010.00</b>
<b>4</b>	<b>Transition Plan Development</b>								
4.1	Prioritization Criteria		0	0	0	0	0	0	
4.2	Exceptions and Excmptions		1	0	0	0	0	1	
4.3	Budget		1	0	0	0	0	1	
4.4	Draft Transition Plan		4	0	24	0	0	28	
4.5	Final Transition Plan		2	0	12	0	0	14	
	<b>Task Total (Hours)</b>		8	0	36	0	0	44	
	<b>Task Total (Dollars)</b>		\$1,600	\$0	\$4,860	\$0	\$0	<b>\$6,460.00</b>	<b>\$0.00</b>

## ATTACHMENT B

**Project Name:** Comprehensive Americans With Disabilities Act (ADA) Self Evaluation And Transition Plan

**Prepared By:** Accessology Too, LLC

Task # Subtask Number	Task Name Subtask Name/Description	Assumptions	Direct Labor (Person-Hours)					Labor Total (hours)	Misc. Direct Expense (\$)
			Principle/ Project Manager	Senior Project Prof	Project Prof	Field Tech	Suuport Staff		
			\$200.00	175.00	135.00	110.00	70.00		
<b>5</b>	<b>Staff Training</b>								
	Training Prep		8	0	0	0	8	16	
	Training	8 hours	8	0	0	0	8	16	\$1,025
	<b>Task Total (Hours)</b>		16	0	0	0	16	32	
	<b>Task Total (Dollars)</b>		\$3,200	\$0	\$0	\$0	\$1,120	<b>\$4,320.00</b>	<b>\$1,025.00</b>
<b>6</b>	<b>Meetings</b>								
6.1	Progress Meetings	Two (2), 2-hr meetings; 1 in-person attendee	8	2	2	2	8	22	
6.2	Public Outreach Meeting	One (1), 2-hr meeting; 2 in-person attendees	8	2	2	2	8	22	\$1,025
6.3	Council Work Session	not attending	0	0	0	0	0	0	
6.4	Council Meeting	not attending	0	0	0	0	0	0	
6.5	Conference Calls	Three (3), 1-hr calls	3	0	1.5	0	2	6	
	<b>Task Total (Hours)</b>		19	4	6	4	18	50	
	<b>Task Total (Dollars)</b>		\$3,800	\$700	\$743	\$440	\$1,225	<b>\$6,907.50</b>	<b>\$1,025.00</b>
	<b>ACCESSOLOGY TOTAL (Hours)</b>		72	17	180	139	33	440	
	<b>ACCESSOLOGY TOTAL (Dollars)</b>		<b>\$17,500</b>	<b>\$2,975</b>	<b>\$24,233</b>	<b>\$15,290</b>	<b>\$3,395</b>	<b>\$63,392.50</b>	<b>\$5,060.00</b>