

**CITY OF FONTANA
PROFESSIONAL SERVICES AGREEMENT
BS-26-61-SP**

This Agreement is made and entered into as of February 24, 2026 by and between the City of Fontana, a public agency organized and operating under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 (“City”), and **Sally Swanson Architects, Inc.**, a corporation with its principal place of business at 4100 West Alameda Avenue, 3rd Floor, Burbank, CA 91505 (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

ADA Self-Evaluation & Transition Plan, BS-26-61-SP (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit “A.”

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.”

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$197,300.00** (One Hundred Ninety-Seven Thousand Three Hundred dollars and no cents. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall

be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within the period of two (2) years. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must

specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any

insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which

include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

[Delete the following title and insert “Reserved”, if not applicable.]

15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

17. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the

work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign **Sally Swanson** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Fontana

8353 Sierra Avenue

Fontana, California 92335

Attn: Jeff Baughman

CONSULTANT:

Sally Swanson Architects, Inc.

4100 W Alameda Ave, 3rd Floor

Burbank, California 91505

Attn: Sally Swanson

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee,

commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

**CITY OF FONTANA
SIGNATURE PAGE
BS-26-61-SP**

CITY OF FONTANA

SALLY SWANSON ARCHITECTS, INC.

By: _____
City Manager

By: _____
Sally Swanson
CEO

Attest:

By: _____
City Clerk's Office

By: _____
Deputy City Manager

Approved as to form:

Best Best & Krieger LLP
City Attorney

By: _____
Director of Building & Safety

IN COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS

By: _____
Human Resources & Risk Management Director

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

Chief Financial Officer

Purchasing Division

EXHIBIT A
Scope of Services

Project Approach and Work Plan

Project Approach

The City of Fontana proposed Scope of Work is quite clear and Sally Swanson Architects, Inc. (SSA) will meet or exceed all requirements of the contract. The project approach is flexible and will be tailored precisely to fit the City's needs and resources. The work will be collaborative between the City of Fontana and the SSA staff over the "contract period of two years from the date of award, renewable for three additional one-year increments at the sole discretion of the City".

Critical Elements

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

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

Proposed Scope of Services

The best projects are collaborations.

SSA staff conducting and reviewing the surveys are CASp certified. SSA will meet or exceed all requirements of the contract as outlined in the proposed Scope of Services: Major challenges are generally not an issue in the conducting and coordinating of ADA Self-Evaluation and Transition Plan projects. Rather, it is up to the consultant to communicate effectively with all stakeholders and assure that the City of Fontana staff is kept apprised of project status at timely intervals. SSA's time-tested approach, honed over 45 years, ensures that stakeholders are fully informed. Quality Assurance and Quality Control begins before the mission. It is the first management activity to ensure that a process, item, or service is of the quality expected by the user, as well as to create management controls that address planning, implementation and review of data collection activities. Subsequent QA/QC activities provide routines and consistency checks to ensure project integrity, correctness, and completeness.

Sally Swanson Architects, Inc. (SSA) will provide the following tasks and services as defined by the City of:

1. Oversee Development and Execution of Self-Evaluation and Transition Plan

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

Administration and Management

Upon award of the contract, Sally Swanson Architects, Inc. (SSA) will begin planning, coordinating and scheduling a Project kick-off. Many project components discussed here regarding contacts, project schedule and communications will be agreed upon prior to an official project kick-off via email and

phone conversations. SSA will manage its team including other administrative functions and overall Project activities consistent with the direction from in order to meet the Project schedule and budget during the course of services. SSA will coordinate with the City, other government agencies and other affected parties as required throughout the duration of the Project. The SSA Project Team will arrange to meet via virtual conference technology, at the City's discretion, with the City staff and other appropriate stakeholders to review, refine, and finalize the scope of work, programmatic evaluations, and completion schedules, as well as project communications, final deliverables and overall project strategies and goals.

Project Schedule

SSA will use Microsoft Project to develop schedules including critical tasks. SSA will prepare, monitor, and update progress schedule beginning at the kickoff meeting and ending at the City's acceptance of the final report for the Project. Schedule will indicate significant milestones, targeted completion dates and the critical path for the Project. SSA will notify the City if there are delays in any phase or Task of the Project. In such cases, SSA will make up the schedule in subsequent Tasks of the Project or provide information to the City substantiating a time extension. The schedule will be maintained and kept updated at all times and will be updated each time progress and milestones are changed. In addition, the progress schedule will be updated no less frequently than after each task is complete.

Invoicing

SSA will submit monthly invoice payments with a progress report summarizing partially or completed scope of work for processing. Any administrative time spent on invoicing shall be consumed by SSA's overhead and not billed separately.

Quality Assurance / Quality Control (QA/QC)

Concurrent with the compilation of the report, all drawings and data will be reviewed and double-checked for accuracy and viability. The ADAAG, ADAS and the Universal Building Code cited will be verified and the barrier location examined to ensure accuracy and the highest quality report. SSA will QA/QC all materials prior to submittal to the City of Fontana. QA/QC shall be budgeted for and invoiced under each respective Task.

2. Conduct Self-Evaluation for City Policies, Programs, Services and Practices

- a. Thorough Review of City's existing Policies, Plans, Reports, and Programs.**
- c. Selecting Key Personnel Including Orientation Meeting**
- d. Staff Surveys Including Questionnaires**
- e. Draft Programmatic Self-Evaluation Survey Reports**
- f. Final Programmatic Self-Evaluation Survey Reports**

Thorough Review of the Existing Documentation

SSA will thoroughly review City policies, plans, reports, programs and practices in order to identify issues which may be discriminatory to people with disabilities. The review will include City policy documents that affect the public. This evaluation will evaluate current level of program accessibility, including eligibility requirements, participation requirements, facilities used, staffing, transportation, communication, emergency procedures and grievance procedures for accessibility.

Identify Programs & Services and Associated Policies & Procedures

SSA will identify and obtain all necessary documents and materials to conduct the audit process and survey. SSA will review existing City documentation, departmental and facility rules and regulations, planning documents and any other written policy documentation provided by the City and identified as relevant by SSA. SSA will assist the City in identifying the documents and materials needed for review. SSA will assist the City in developing the tools and procedures needed to conduct a Self-Evaluation and implement recommendations in accordance with the guidelines and requirements of the Americans with Disabilities Act (ADA).

Selecting Key Personnel Including Orientation Meeting

SSA will coordinate with designated key City staff to orient staff with the Self-Evaluation process, including type of information that will be requested in staff surveys and how the information will be used for the Self-Evaluation. SSA will assist the City in identifying what staff/departments shall be considered as key staff to coordinate with.

SSA meets with designated key City staff via virtual conference technology (at the City's discretion) to orient staff on the Self-Evaluation process, including types of information that will be requested in staff surveys and how the information will be used for the Self-Evaluation.

- SSA assists the City in identifying what staff/departments will be considered as key staff to attend the meeting.
- SSA administers a staff survey to evaluate the level of program accessibility within each City department.
- Once the surveys are complete, SSA reviews information provided, then identifies, requests and reviews any additional information that may be helpful in the evaluation of City-wide and program-specific policies, practices and procedures.
- If needed, SSA may conduct brief phone or in-person interviews with survey respondents to discuss initial findings and follow-up with additional questions, if necessary.
- Finally, SSA drafts a report and recommendations for the City to review.
- Following City review, discussion and integration of public comment, SSA prepares a final survey document.

SSA understands that some survey respondents may not have in-depth knowledge of the ADA and accessibility concepts, and that some cities may have heightened sensitivity to this process. SSA ensures that, throughout the entire survey process, SSA is available to answer any questions, and work closely with the City to ensure maximum comfort and security with the process and results. Example of Information Elicited and Reviewed For example, SSA's program access specialist reviews existing policies, procedures and practices pertaining to the City's programs – both on-site and online – to ensure effective communication with members of the public, particularly individuals with disabilities. These recommendations and best practices will cover the appropriate types of auxiliary aids or services necessary to ensure effective communication with individuals with disabilities and will identify the most effective methods of:

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

Staff Surveys Including Questionnaires

SSA will administer a staff survey to evaluate the level of program accessibility within each City department. SSA will be responsible to determine the format and contents of the survey in order to conduct a complete and comprehensive Self-Evaluation, however, it is anticipated that the staff survey will consider such information as eligibility requirements, participation requirements, and facilities used, staff training, transportation, communications, notifications, public meetings, use of contracted services, purchasing, maintenance of accessible features, and emergency procedures.

Draft Programmatic Survey Reports

SSA will present draft Programmatic survey reports and record feedback from the City team. SSA will plan and facilitate review meetings via virtual conference technology with the City staff as required to assure their familiarity with the draft reports developed under the plan and address any questions or comments in a timely manner.

Final Programmatic Survey Reports

SSA will incorporate all Comments and Prepare Final Programmatic Survey Reports.

3. Conduct Comprehensive City Buildings, Parks and Parking Lots Surveys and Barrier Assessments

- a. Inventory Review
- b. Facility Diagrams
- c. Physical Surveys of City Buildings, Parks and Parking Lots (per the list provided by the City in the Addenda)
- d. Draft Buildings, Parks and Parking Lots Access Compliance Assessment Reports
- e. Final Buildings, Parks and Parking Lots Access Compliance Assessment Reports

City Buildings, Parks and Parking Lots

Prior to performing the physical survey of City buildings, parks and parking lots/structures, SSA will review the inventory, previous studies, and planned capital improvement projects that may modify existing city buildings. SSA will review the complete City inventory to confirm which city buildings, parks, parking lots/structures provide public access and are not required to be surveyed. SSA will review each city building in detail to determine what areas of the city buildings, parks, parking lots/structures are subject to public accommodation and are required to be surveyed, and which areas are not considered public accommodation and are not required to be surveyed.

a. Inventory Review

SSA will work with City staff, including City's legal counsel and/or Risk Management staff when appropriate, to determine if city buildings are required to be covered under the Physical Survey Task and the Transition Plan. This determination will be made prior to performing physical surveys.

Upon completion of the inventory review, SSA will deliver a final city buildings, parks, parking lots/structures inventory before beginning subsequent physical survey.

b. Facility Diagrams

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

c. Physical Surveys of City Buildings, Parks, Parking Lots

SSA will conduct surveys of all City buildings, parks, parking lots/structures on the inventory list to identify and locate all physical barriers to access. SSA will be responsible for determining and identifying the applicable accessibility standards and codes under which features will be measured and confirm the standards and codes with the City prior to performing the surveys.

SSA will determine specific features to be surveyed as required and as applicable under the accessibility standards and codes. Field surveys of public buildings, parks, parking lots/structures (including interiors, accessible parking, passenger drop-off and loading zones, pedestrian pathways, restrooms, etc.) will include the collection and precise documentation of field data for accessibility elements at each site identified in the scope of work.

Field survey assessments will be done in the most unobtrusive manner possible to afford the least disruption to the City's business. SSA field survey staff will use the applicable current code standards; the updated 2010 regulations of Title II of the ADA, the Americans with Disabilities

Act Accessibility Guidelines (ADAAG), and the 2019 edition of the California Code of Regulations/Title 24 and as applicable, the California Building Code (CBC). Elements required to be accessible and covered by the surveys will include the following:

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

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

d. Draft City Buildings Compliance Assessment Reports

Once review of the field data is complete; SSA will originate the Draft Physical Survey Reports / Access Compliance Assessment Reports (ACAR) identifying each physical element within the public areas of City public buildings, parks, parking lots/structures that constitutes a code violation or otherwise hinders or prevents access to persons with disabilities. Each ACAR will include, but is not limited to the following:

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

e. Final City Buildings Compliance Assessment Reports

Once the collected field data is verified by SSA, then SSA will produce the Final Physical Survey Reports / Access Compliance Assessment Reports (ACAR).

4. Public Outreach / Meetings

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

SSA will assist the City of Fontana in hosting public outreach events, and soliciting input from stakeholders, per ADA §35.150(d)(1) during the development of the transition plan:

“...A public entity shall provide an opportunity to interested persons, including individuals with disabilities or organizations presenting individuals with disabilities, to participate in the development of the transition plan”

a. Administration Including Presentation, Agenda, Materials & Minutes

Public Outreach Meeting Contingency Plan

In order to help the City of Fontana to meet its legal obligations for public vetting of this Transition Plan, Sally Swanson Architects, Inc. (SSA) proposes the following Virtual Town Hall Contingency Plan that can be implemented at the City’s discretion. The City may prefer in-person gatherings and SSA will comply with the City’s directive.

SSA will host in-person or “virtual” Town Halls along with online surveys that can be noticed to the public through the City’s marketing channels (e.g., websites, newsletters, email blasts).

Virtual Town Hall

- Set up virtual town hall meetings via Zoom Webinar (Microsoft Teams, or technology of the City’s choice).
- Anyone who wishes to participate will need to register (for security, to ensure participants can access, and to support subsequent follow-up if needed).
- Zoom/Teams Town Hall meetings will feature ASL and live captioning provided by the City.
- The City and SSA will co-facilitate the Town Halls, presenting an overview of Transition Plan findings and offering an opportunity for public comment.
- SSA will moderate participation to ensure all questions are addressed, and all who wish to have an opportunity to comment are invited to do so.
- During Zoom Town Halls, participants will be invited to use video conference features such as:
 - o Raise hands (to make comments or ask questions).
 - o Chat box (to make comments or ask questions).
 - o Q&A.
- Meetings will be recorded and made available for later viewing, if the City wishes.
- Anyone who is unable to attend may submit a public comment via email, in writing, or by phone.
- Meeting organizers document all comments made by participants

Surveys

- SSA will develop a post-town halls survey to be sent out to participants after town halls, if the City wishes.

Pre-Town Hall Outreach

- SSA will assist the City in reaching out to community members via its marketing channels to inform the public of upcoming Town Halls.
- SSA will assist the City in reaching out to interested local community organizations, partners and affiliates.
- The City will provide a link to register for the Town Halls, as well as a link to the Transition Plan for public review.

Share the Results

- Create short reports with the data, results and input from the online surveys and virtual Town Halls input.
- Share reports with the public.
- Thank community members for their participation and ensure that their feedback will be part of the final reports.

b. Public Outreach In-person or Online Meeting (Meeting No.1)

SSA will conduct a Public Outreach In-person or On-Line Meeting that fulfills the City's directive regarding a virtual meeting format, or in-person meeting at the City's discretion.

c. Attend City Council Meeting (Meeting No. 1)

SSA will attend a City Council Meeting (in-person or via virtual conference technology at the City's discretion)

d. Attend City Council Meeting (Meeting No.2)

SSA will attend a City Council Meeting (in-person or via virtual conference technology at the City's discretion).

5. ADA Self-Evaluation and Transition Plan

- a. Incorporate all feedback and develop a Final ADA Transition Plan with Executive Summary (both in hard copies and digitally accessible electronic formats, as preferred by the City)**
- b. Detailed recommendations of remedial measures to correct deficiencies and a methodology for the prioritization of barrier removal or remediation.**
- c. Cost estimates or remediation measures to remove each identified barrier.**
- d. Procedures and forms for filing Requests for Accommodation.**
- e. Identification of the official(s) who will be responsible for implementation of the Transition Plan.**
- f. Draft ADA Self-Evaluation and Transition Plan**
- g. Final ADA Self-Evaluation and Transition Plan with Executive Summary**

Draft ADA Self-Evaluation and Transition Plan per Title II of the ADA

SSA will identify any programmatic solutions to remove an existing barrier by providing equivalent facilitation in lieu of making physical alterations.

SSA will work with City staff to prioritize removal of architectural barriers at each building/park/parking lot. SSA will consider past and current City planning activities to incorporate the activities into the Transition Plan.

SSA will develop the Draft Self-Evaluation including questionnaire responses, grievance procedure and work plan.

SSA will develop the Draft Transition Plan including priorities, schedule, funding, standard drawings and implementation.

SSA will present the Draft ADA Transition Plan and record feedback from the City team. SSA will plan and facilitate review meetings in person or via virtual conference technology (at the City's discretion) with the City staff as required to assure their familiarity with the draft ADA Transition Plan developed under the plan and address any questions or comments in a timely manner.

Final ADA Self-Evaluation and Transition Plan per Title II of the ADA

SSA will incorporate all changes and develop the final ADA Transition Plan including Executive Summary.

6. Project Database, Mapping, and Standard Plans

- a. **Draft Excel/GIS Database for Buildings, Parks and Parking Lots**
- b. **Final Excel/GIS Database for Buildings, Parks and Parking Lots**

Project Database and Mapping Setup

SSA has developed excellent computer-based tools, which provide a variety of accessibility functions. SSA's BlueDAG database is a relational database program that assemble, organize and maintain field survey data; maintain records of as-built conditions (actual measurements), code requirements (required measurements), conceptual cost estimates, and recommendations for solutions for the removal of non-compliant access barriers. The programs will also generate the access compliance survey report. The BlueDAG database will list the identified barriers in a report format that cites all deviations from applicable accessibility requirements contained in the 1991 (revised in 1994) Americans with Disabilities Act Accessibility Guidelines and 2010 Americans with Disabilities Act Accessibility Standards and the International Building Code, as well as Building Code 2019. The format will allow sorting of recorded information by location, type, severity, category, cost of identified barriers, etc. This flexible tool can be easily modified to handle specific client requests and sorting functions; for example, listing the associated costs of updating non-compliant hardware at building entrances within a particular facility. All building and parks data is exportable and compatible with a variety of formats including Microsoft Excel (*.xls), Access (*.dbf) and Adobe Acrobat (*.pdf). The database may also be integrated with the City's Facilities Database Management/GIS suite using the same item descriptors. The best feature of BlueDAG is its end-to-end, cloud-based software that simplifies and speeds up ADA compliance and accessibility reporting for professionals, with a key advantage being the significant time savings of up to 70% compared to traditional methods.

Outcome will produce the following for City review and approval:

- a. **Draft Excel/GIS Database for Buildings, Parks, Parking Lots**
- b. **Final Excel/GIS Database for Buildings, Parks, Parking Lots**

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

Sally Swanson Architects Cost Proposal - City of Fontana ADA Self-Evaluation and Transition Plan

Task #	Tasks Task Description	Sally Swanson Architects, Inc.								ODC's			Total Total Fee	
		PIC / Project Manager	CASp QA/QC	Policy Specialist	Facility Specialist	GIS/ Database Specialist	Technical Staff	Operations	Total Hours	Total Labor Costs	Other Direct Costs			
		Sally Swanson	Scott Saddlemire, CASp	Troy Baltazor, ACTCP	Don Salts, CASp	Deniz Turan, PhD	Various	Various			Car (Week)	Lodging (month)		Meals & Incidental (Day)
		\$200.00	\$175.00	\$150.00	\$150.00	\$150.00	\$100.00	\$100.00	\$400.00	\$2,940.00	\$79.00			
1	Oversee Development and Execution of Self-Evaluation and Transition Plan													
	a. Administration & Management	20				12			32	\$5,800.00				\$5,800.00
	b. Develop Procedures & Forms	8	4	8	8	8			36	\$5,900.00				\$5,900.00
	c. Attend Kick-Off, Interim Progress & Final Completion Online Meetings	12	4	12	12	12			52	\$8,500.00				\$8,500.00
	Subtotal:	40	8	20	20	32	0	0	120	\$ 20,200.00	\$ -	\$ -	\$ -	\$ 20,200.00
2	Conduct Self-Evaluation for City Policies, Programs, Services and Practices													
	a. Thorough Review of City's existing Policies, Plans, Reports, and Programs.	4	2	16					22	\$3,550.00				\$3,550.00
	c. Selecting Key Personnel Including Orientation Meeting	4		16					20	\$3,200.00				\$3,200.00
	d. Staff Surveys Including Questionnaires	4		40					44	\$6,800.00				\$6,800.00
	e. Draft Programmatic Self-Evaluation Survey Reports	2		24					26	\$4,000.00				\$4,000.00
	f. Final Programmatic Self-Evaluation Survey Reports	2		12					14	\$2,200.00				\$2,200.00
	Subtotal:	16	2	108	0	0	0	0	126	\$ 19,750.00	\$ -	\$ -	\$ -	\$ 19,750.00
3	Conduct Comprehensive City Buildings, Parks and Parking Lots Surveys and Barrier Assessments													
	a. Inventory Review	2	4		8				14	\$2,300.00				\$2,300.00
	b. Facility Diagrams		8		32		16		56	\$7,800.00				\$7,800.00
	c. Physical Surveys of City Buildings, Parks and Parking Lots (per the list provided by the City in the Addenda)				360				360	\$54,000.00				\$54,000.00
	d. Draft Buildings, Parks and Parking Lots Access Compliance Assessment Reports			20	40		20	20	100	\$13,500.00				\$13,500.00
	e. Final Buildings, Parks and Parking Lots Access Compliance Assessment Reports			20	40	12	10	10	92	\$13,300.00				\$13,300.00
	Subtotal:	2	52	0	480	12	46	30	622	\$90,900.00	\$ -	\$ -	\$ -	\$ 90,900.00
4	Public Outreach / Meetings													
	a. Administration Including Presentation, Agenda, Materials & Minutes	12		12	12	12	12		60	\$9,000.00				\$9,000.00
	b. Public Outreach Meeting No.1	6		6	6	6			24	\$3,900.00				\$3,900.00
	c. Attend City Council Meeting No.1	6		6	6	6			24	\$3,900.00				\$3,900.00
	d. Attend City Council Meeting No. 2	6		6	6	6			24	\$3,900.00				\$3,900.00
	Subtotal:	30	0	30	30	30	12	0	132	\$ 20,700.00	\$ -	\$ -	\$ -	\$ 20,700.00
5	ADA Self-Evaluation and Transition Plan													
	a. Incorporate all feedback and develop a Final ADA Transition Plan with Executive Summary (both in hard copies and digitally accessible electronic formats, as preferred by the City)	2	2	2	2	16			24	\$3,750.00				\$3,750.00
	b. Detailed recommendations of remedial measures to correct deficiencies and a methodology for the prioritization of barrier removal or remediation.	2	2	2	2	2			10	\$1,650.00				\$1,650.00
	c. Cost estimates or remediation measures to remove each identified barrier.	2	4	4	4	4			18	\$2,900.00				\$2,900.00
	d. Procedures and forms for filing Requests for Accommodation.			4					4	\$600.00				\$600.00
	e. Identification of the official(s) who will be responsible for implementation of the Transition Plan.			2					2	\$300.00				\$300.00
	f. Draft ADA Self-Evaluation and Transition Plan	2	2	4	4	32			44	\$6,750.00				\$6,750.00
	g. Final ADA Self-Evaluation and Transition Plan with Executive Summary	2	2	4	4	16			28	\$4,350.00				\$4,350.00
	Subtotal:	10	12	22	16	70	0	0	130	\$ 20,300.00	\$ -	\$ -	\$ -	\$ 20,300.00
6	Project Database, Mapping, and Standard Plans													
	a. Draft Excel/GIS Database for Buildings, Parks and Parking Lots				20	30	12		62	\$8,700.00				\$8,700.00
	b. Final Excel/GIS Database for Buildings, Parks and Parking Lots				10	15	6		31	\$4,350.00				\$4,350.00
	Subtotal:	0	0	0	30	45	18	0	93	\$ 13,050.00	\$ -	\$ -	\$ -	\$ 13,050.00
7	City Staff Training													
	a. Applicable codes, statues and regulations	4	2	4	4				14	\$2,350.00				\$2,350.00
	b. Performing field investigations and inspections	4	2		4				10	\$1,750.00				\$1,750.00
	c. Preparation of ADA Compliance Assessment Reports	4	2	4	4	4			18	\$2,950.00				\$2,950.00
	d. Monitoring and updating the ADA Self-Evaluation and Transition Plan	4	2	4	4	4			18	\$2,950.00				\$2,950.00
	e. Using and maintaining the database and/or project map	4			4	4	4		16	\$2,400.00				\$2,400.00
	Subtotal:	20	8	12	20	12	4	0	76	\$ 12,400.00	\$ -	\$ -	\$ -	\$ 12,400.00
	Grand Total:	118	82	192	596	201	80	30	1299	\$ 197,300.00	\$ -	\$ -	\$ -	\$ 197,300.00

- Notes: 1. If there is a significant increase to the scope of work outlined above, SSA reserves the right to renegotiate the services fee with the City.
2. Sally Swanson Architects, Inc. (SSA) guarantees that no additional fees will be charged prior written consent by the City.
3. All expenses are included, including reimbursable, if applicable.
4. All reports will be submitted in PDF format.