

City Council Chambers
29844 Haun Road
Menifee, CA 92586



Menifee City Council
Regular Meeting Agenda

Wednesday, September 18, 2024
5:00 PM Closed Session
6:00 PM Regular Meeting

Bill Zimmerman, Mayor
Bob Karwin, District 1
Ricky Estrada, District 2
Lesa Sobek, District 3
Dean Deines, District 4

Armando G. Villa, City Manager
Jeffrey T. Melching, City Attorney
Sarah Manwaring, City Clerk

AGENDA

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- 10.11 Agreement with Bureau Veritas Technical Assessment, LLC for the City's Americans with Disabilities Act Self-Evaluation and Transition Plan Update

RECOMMENDED ACTION

1. Approve and authorize the City Manager to execute a Professional Services Agreement with Bureau Veritas Technical Assessment (BVTA) to update the City of Menifee's Americans with Disabilities Act Self-Evaluation and Transition Plan, Capital Improvement Program Project No. 24-24, for a total amount not-to-exceed \$249,776.56 through June 30, 2025.



CITY OF MENIFEE

SUBJECT: Agreement with Bureau Veritas Technical Assessment, LLC for the City's Americans with Disabilities Act Self-Evaluation and Transition Plan Update

MEETING DATE: September 18, 2024

TO: Mayor and City Council

PREPARED BY: Rex Caballero, Assistant Engineer

REVIEWED BY: Nick Fidler, Public Works Director

APPROVED BY: Armando G. Villa, City Manager

RECOMMENDED ACTION

1. Approve and authorize the City Manager to execute a Professional Services Agreement with Bureau Veritas Technical Assessment (BVTA) to update the City of Menifee's Americans with Disabilities Act Self-Evaluation and Transition Plan, Capital Improvement Program Project No. 24-24, for a total amount not-to-exceed \$249,776.56 through June 30, 2025.

DISCUSSION

On July 26, 2017, the City Council adopted the City of Menifee American with Disabilities Act (ADA) Self-Evaluation and Transition Plan ("Plan"). The ADA requires that State and local governments ensure their facilities, public rights-of-way, policies, procedures, and practices accommodate all users. The Federal Highway Administration's (FHWA) regulatory responsibility under Title II of the ADA and the Rehabilitation Act of 1973 (Section 504) is to ensure that recipients of Federal aid, and all public agencies who are responsible for roadway and pedestrian facilities, do not discriminate based on disability.

The California Department of Transportation's (Caltrans) often serves as a pass-through for federal funding to local agencies as subrecipients. As a subrecipient of grant funding administered by Caltrans, the City is required to demonstrate compliance not only with the ADA, but with the Caltrans Local Assistance Procedures Manual (LAPM) as well. The LAPM recommends the Plan be updated every three to five years. As the City's population increases and new City-owned facilities are constructed, it is essential that the Plan be updated to serve as a tool to reduce or eliminate non-compliant infrastructure improvements within parkways, parks, public structures, public programs to allow accessibility for all.

The ADA Self-Evaluation and Transition Plan, Capital Improvement Program (CIP) Project No. 24-24 ("Project") would update the existing Plan to incorporate any recent changes in the ADA,

California Building Code, Caltrans standards, and accessibility trends to provide a current benchmark for accessibility efforts within the City. The Plan update would include a schedule of improvements necessary to meet the ADA, State, and local accessibility requirements and provide cost estimates for barrier removal, a prioritized list of improvements, and a timeline for the completion of the recommended improvements. The Project scope would include the following:

- ADA self-evaluation of existing parkway improvements
- Physical assessment of facilities and Sites Accessibility Transition Plan
- Program access and policy review
- Public outreach meetings
- Public rights-of-way (PROW) evaluation (155 miles of public sidewalks and curb ramps)
- Twenty schools/library/Medical Center – *PROW Access only*
- Seven public building facilities
- Eight public parks

During the Fiscal Year (FY) 2023/2024 Mid-Year Budget cycle, staff requested to increase the CIP budget to include funding for this Project. On June 6, 2024, staff released a Request for Proposal (RFP) to solicit professional engineering services for the Project. A total of three proposals were received. After reviewing and evaluating all proposals for qualifications, a proposal ranking was assigned to each firm, as summarized in Table 1 below.

TABLE 1 – PROPOSAL EVALUATION SUMMARY

Firm Name	Interview Score	Qualification Ranking
BVTA	90.25	1
Accessibility Consulting Partners (ACP)	84.75	2
ARCOR, Inc.	81.50	3

Following the review of proposals received and to further assess the proposed project team to determine which firm most closely aligned with the scope of work outlined in the RFP, the two top-ranking firms were subsequently invited to participate in selection interviews. The average scores of the evaluation completed by the interview panel are summarized in Table 2 below.

TABLE 2 – SELECTION INTERVIEW FIRM RANKING SUMMARY

Firm Name	Interview Score	Cost Proposal	Qualification Ranking
BVTA	80.50	\$281,376.00	1
ACP	69.00	\$294,336.00	2

Under the California Government Code Section 4526, local agencies are required to select professional services for architectural, landscape architectural, engineering, environmental, land surveying, or construction project management solely on the basis of demonstrated competence and professional qualifications. For this reason, cost proposals are sealed until the selection process is completed.

After thorough review, BVTA was selected as the highest-ranking proposer. BVTA demonstrated qualified experience and a comprehensive understanding relevant to the Project's scope as outlined within the RFP. BVTA's original cost proposal exceeded the City's independent estimate of \$250,000 for the Project. Following negotiations, the final cost proposal from BVTA was reduced to \$249,776.56, which was determined to be reasonable and within the established Project budget.

The amount of the proposed Professional Services Agreement ("Agreement") exceeds the City Manager's signing authority. Pursuant to Menifee Municipal Code §3.12.040, any contract amount that exceeds the City Manager's signing authority shall be approved by the City Council.

STRATEGIC PLAN OBJECTIVE

Safe and Vibrant Community

FISCAL IMPACT

The fiscal impact of the proposed Agreement with BVTA is for the total amount not to exceed \$249,776.56. Funding for the Agreement is available in the FY 2024/2025 budget within the Quality of Life (Measure DD) Fund (1105-PWD-CIPS-760050), as summarized in Table 3 below.

TABLE 3 – PROJECT BUDGET

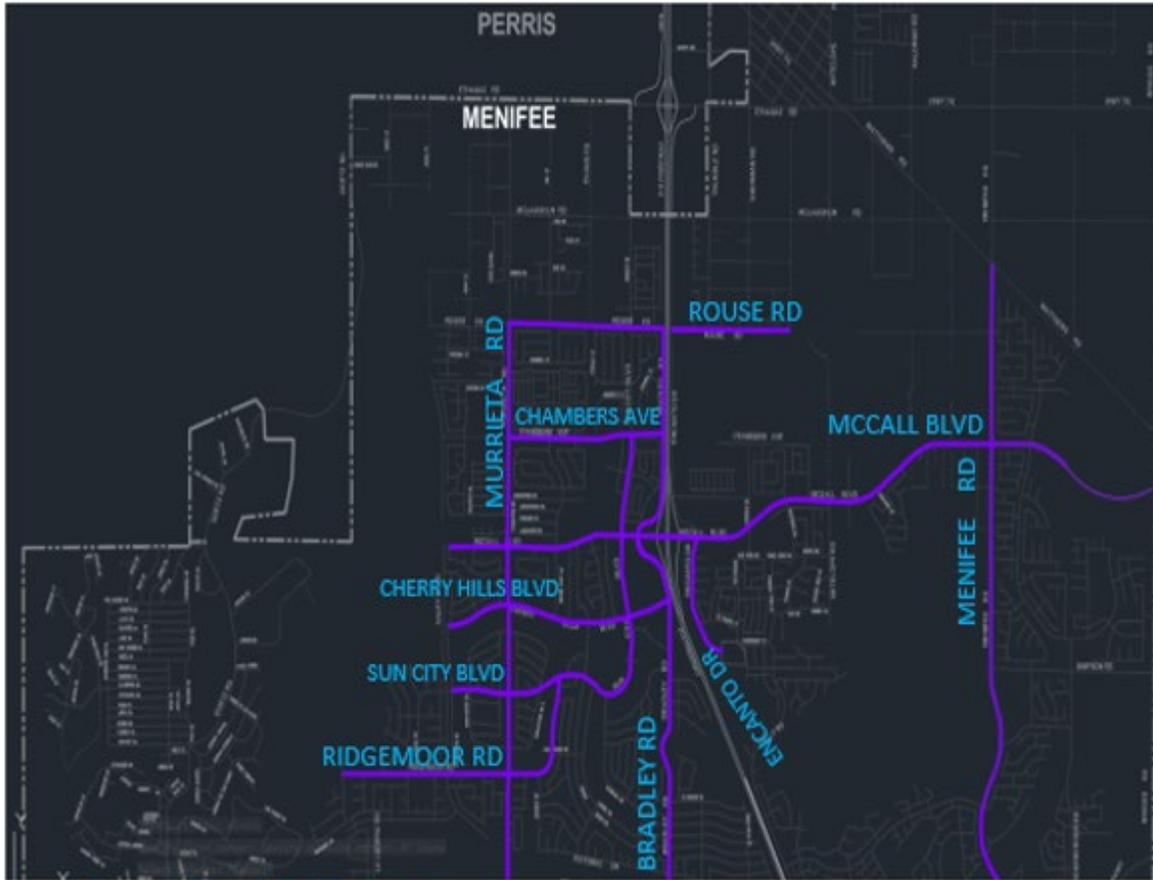
Fund	Available Budget	Anticipated Cost
Quality of Life (Measure DD)	\$250,000.00	\$249,776.56
TOTAL	\$250,000.00	\$249,776.56

No additional budget appropriation action(s) is required.

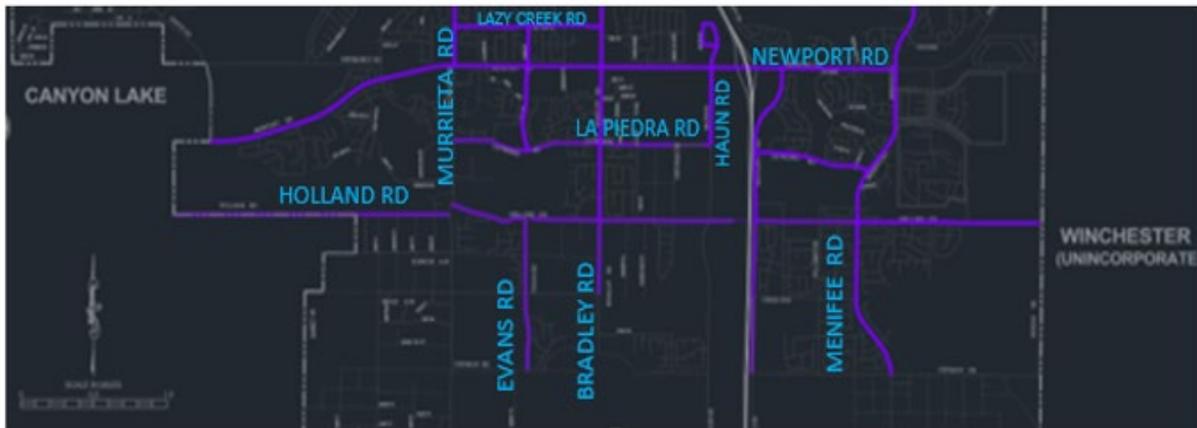
ATTACHMENTS

1. Project Location Map
2. Agreement - BVTA

City Map for the Selected Road Sections with Limits for ADA Survey 2024



North portion of the City



South portion of the City

EXHIBIT – PUBLIC RIGHT-OF-WAY EVALUATION NEAREST TO THE PUBLIC FACILITIES

Public Facilities

Facility Name	Facility Type	Address
Calvary Chapel Cristian Academy	School	27912 Adams Avenue
Romoland Elementary School	School	25890 Antelope Road
Harvest Valley Elementary School	School	29955 Watson Road
Heritage High School	School	26001 Briggs Road
Quail Valley Elementary	School	23757 Canyon Heights Drive
Ridgemoor Elementary School	School	25455 Ridgemoor Road
Sun City Library	Public Library	26982 Cherry Hills Boulevard
Evans Ranch Elementary School	School	30465 Evans Road
Menifee Valley Middle School	School	26255 Garbani Road
Paloma Valley High School	School	31375 Bradley Road
Chester W Morrison Elementary	School	30250 Bradley Road
Santa Rosa Academy	School	27587 La Piedra Road
Mount San Jacinto College	School	28237 La Piedra Road
Bell Mountain Middle School	School	28525 La Piedra Road
South Shore Elementary School	School	30975 Southshore Drive
Callie Kirkpatrick Elementary School	School	28880 Reviere Drive
Freedom Crest Elementary School	School	29282 Menifee Road
Boulder Ridge Elementary	School	27327 Junipero Road
Mesa View Elementary School	School	27227 Heritage Lake Drive
Menifee Valley Medical Center	Hospital	28400 McCall Boulevard

City Owned Facilities

Facility Name	Facility Type	Address
Fire Station #7	Fire Station	27860 Bradley Road
Quail Valley Fire Station	Fire Station	28971 Goetz Road
Menifee Lakes Fire Station	Fire Station	29950 Menifee Road
Fire Station #68	Fire Station	26020 Wickard Road
Fire Station #8 (in construction)	Fire Station	Bradley Rd, 410' S/O Cherry Hills Blvd
City of Menifee	City Hall	29714 Haun Road
Kay Cenicerros Senior Center	Senior center	29995 Evans Road
Audie Murphy Ranch Sports Park	Park (11.29 ac)	30376 Lone Pine Drive
E.L. Peterson Park	Park (4.81 ac)	29621 Park City Avenue
La Ladera Park	Park (8.30 ac)	29629 La Ladera Road
Lazy Creek Park and Recreation Center	Park (3.40 ac)	26480 Lazy Creek Road
Lyle Marsh Park	Park (6.07 ac)	27050 School Park Drive
Nova Park	Park (3.35 ac)	25444 Nova Lane
Rancho Ramona Park	Park (1.87 ac)	28050 Encanto Drive
Spirit Park	Park (8.78 ac)	25507 Normandy Road

CITY OF MENIFEE

PROFESSIONAL SERVICES AGREEMENT

CIP 24-24 ADA SELF EVALUATION AND TRANSITION PLAN (PROFESSIONAL ENGINEERING SERVICES)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and effective this _____ day of _____, 2024 (“Effective Date”) by and between the CITY OF MENIFEE, a California municipal corporation, (“City”) and **BUREAU VERITAS TECHNICAL ASSESSMENT, LLC (BUREAU VERITAS)**, a Limited Liability Company (LLC) (“Consultant”). City and Consultant may sometimes herein be referred to individually as a “Party” and collectively as the “Parties.”

SECTION 1. SERVICES.

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference (the “Services”). Consultant will perform subsequent task orders as requested by the Contract Administrator (as defined below), in accordance with the Scope of Services. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on **October 2, 2024** and shall end on **June 30, 2025** unless the term of this Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect City’s right to terminate this Agreement, as provided for in Section 8.

1.2 Standard of Performance. Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant shall perform the Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the Contract Administrator.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform the Services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of the Services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant’s obligations hereunder.

1.5 Authorization to Perform Services. Consultant is not authorized to perform any of the Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

1.6 Warranty. By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the Services, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the Services.

1.7 Covid-19 Safety. If Consultant enters City property or meets in person with City employees during the performance of the Services, Consultant shall comply with all applicable emergency orders, directives, protocols, and best practices related to the COVID-19 pandemic, including, but not limited to: (A) wearing facial coverings, (B) maintaining adequate physical distancing when possible, (C) regular hand washing, and (D) regular hand sanitizing.

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **Two Hundred Forty Nine Thousand Seven Hundred Seventy Six Dollars and Fifty Six Cents (\$249,776.56)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

2.1 Invoices. Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for the Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

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

e. The total number of hours of work performed under this Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing the Services hereunder necessary to complete the Services described in Exhibit A;

f. Receipts for expenses to be reimbursed;

g. The Consultant Representative's signature.

Invoices shall be submitted to:

City of Menifee
Attn: Accounts Payable
29844 Haun Road
Menifee, CA 92586

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

2.3 Retention of Funds, Final Payment. Consultant hereby authorizes City to retain and deduct from any amount payable to Consultant not exceeding five percent (5%) of the total compensation. The retained funds shall be paid to Consultant within sixty (60) days after final acceptance of the Services by the City and after Consultant has furnished City with full release of all undisputed payments under this Agreement. In the event there are any claims specifically excluded by Consultant from the operation of the release, City may retain proceeds of up to one hundred fifty percent (150%) of the amount in dispute. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as provided in this Agreement. City shall pay the last five percent (5%) of the total amount due pursuant to this Agreement within sixty (60) days after completion of the Services and submittal to City of a final invoice, if all of the Services required have been satisfactorily performed.

2.4 Total Payment. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering the Services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

2.5 Hourly Fees. Fees for the Services performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.

2.6 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of this Agreement.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

2.8 Payment upon Termination. In the event that City or Consultant terminates this Agreement pursuant to Section 8, City shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

SECTION 3. FACILITIES AND EQUIPMENT.

Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facility or equipment that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS.

Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance listed below and provide certificates of insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this Section and which is satisfactory, in all respects, to City. Consultant shall maintain the insurance policies required by this Section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant's compensation. Consultant shall not allow any subcontractor, consultant or other agent to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant acknowledges the insurance policy must cover inter-insured suits between City and other insureds. Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant activities or the activities of any person or persons for which Consultant is otherwise responsible nor shall it limit Consultant's indemnification liabilities as provided in Section 5.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant pursuant to the provisions of the California Labor Code. Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, and ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies

fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from the Services performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, and TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, and non-owned automobiles.

b. Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8, and 9. No endorsement shall be attached limiting the coverage.

c. Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

(i) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

(ii) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

a. General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing the Services pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall be shown on the Certificate. If the deductible or self-insured retention exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000), it must be approved in writing by City.

b. Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

(i) The retroactive date of the policy must be shown and must be no later than the commencement of the Services.

(ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the expiration or termination of this Agreement or completion of the Services, so long as commercially available at reasonable rates.

(iii) If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the right to exercise, at Consultant's sole cost and expense, any extended reporting provisions of the policy, if Consultant cancels or does not renew the coverage.

(iv) A copy of the claim reporting requirements must be submitted to City prior to the commencement of the Services under this Agreement.

4.4 All Policies Requirements.

a. Acceptability of Insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII and admitted in California.

b. Verification of Coverage. Prior to beginning the Services under this Agreement, Consultant shall furnish City with certificates of insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance must include the following reference: **CIP 24-24 ADA SELF EVALUATION AND TRANSITION PLAN (PROFESSIONAL ENGINEERING SERVICES)**. The name and address for additional insured endorsements, certificates of insurance and notice of cancellation is: City of Menifee, 29844 Haun Road, Menifee, CA 92586. City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Consultant.

c. Notice of Reduction in or Cancellation of Coverage. Consultant shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self insured retention is increased. In the event any of said policies of insurance are cancelled, Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4 to the Contract Administrator.

d. Additional Insured; Primary Insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of the Services performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant in the course of providing the Services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers. The insurance provided to City as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City. Additional insured status shall continue for one (1) year after the expiration or termination of this Agreement or completion of the Services.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

e. Deductibles and Self-Insured Retentions. Consultant shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the Services.

During the term of this Agreement, only upon the prior express written authorization of the Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

f. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Variation. The Contract Administrator may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

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

a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;

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

c. Terminate this Agreement.

SECTION 5. INDEMNIFICATION.

5.1 Indemnification for Professional Liability. Where the law establishes a professional standard of care for performance of the Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including reasonable consultant and expert fees and expenses of investigation, costs of whatever kind and nature and, if Consultant fails to provide a defense for City, the legal costs of counsel retained by City) and any judgment (collectively, “Claims”) to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

5.2 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.3 Limitation of Indemnification for Design Professionals. Notwithstanding any provision of this Section 5 to the contrary, design professionals, as that term is defined in Civil Code Section 2782.8, are required to defend and indemnify City only to the extent permitted by Civil Code Section 2782.8. The term “design professional” as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code. This Subsection 5.3 shall only apply to Consultant if Consultant is a “design professional” as that term is defined in Civil Code Section 2782.8.

5.4 Limitation of Indemnification. The provisions of this Section 5 do not apply to claims occurring as a result of City’s sole or active negligence. The provisions of this Section 5 shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officers, officials, employees, and agents acting in an official capacity.

SECTION 6. INDEPENDENT CONTRACTOR.

At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of the Services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes the Services rendered pursuant to this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall not at any time or in any manner represent that it is or any of its officers, employees, or agents are in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

SECTION 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder. Consultant shall not hire or employ any person to perform work within City or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Consultant shall require the same of all subcontractors.

7.3 Prevailing Wages. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable prevailing wage laws and regulations and effectuating compliance with such laws, including, but not limited to the prevailing wage and related requirements set forth in this Subsection 7.3. Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

a. Public Work. Consultant hereby expressly acknowledges and agrees that City has never previously affirmatively represented to Consultant, its employees or agents in writing or otherwise that the Services are not a "public work," as defined in Section 1720 of the Labor Code. It is agreed by the Parties that, in connection with the development, construction (as

defined by applicable law) and operation of the Services, including, without limitation, any public work (as defined by applicable law), if any, Consultant shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, City will enforce all penalties required by law for Consultant's failure to pay prevailing wages.

b. Labor Code of California. The Consultant's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

(i) In accordance with Sections 1773 and 1773.2 of the Labor Code, City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with City's principal office and are available to any interested party on request. Consultant shall post a copy of the prevailing rate of per diem wages at each job site.

(ii) Consultant is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said Section. Pursuant to Labor Code Section 1771.4, Consultant must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

(iii) Pursuant to Labor Code Section 1810, it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

(iv) Pursuant to Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

(v) Pursuant to Labor Code Section 1813, it is stipulated hereby that Consultant shall, as a penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Consultant or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

(vi) Consultant is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5 it is hereby stipulated that Consultant will be responsible for obtaining compliance therewith on the part of any and all sub-consultants or subcontractors employed by Consultant in connection with this Agreement.

(vii) Pursuant to Labor Code Section 1775, it is hereby stipulated that Consultant shall, as a penalty to City, forfeit not more than two-hundred dollars (\$200) for each

calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Services by Consultant or any sub-consultant or subcontractor.

c. Bidding Eligibility. Pursuant to Labor Code Section 1771.1, no contractor or subcontractor (or consultant or subconsultant) may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.

d. DIR Monitoring. Pursuant to Labor Code Section 1771.4, Consultant is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

e. Indemnification Related to Prevailing Wages. Section 5, Indemnification, specifically encompasses Claims arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Labor Code Sections 1726 and 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

7.4 Licenses and Permits, Fees and Assessments. Consultant represents, warrants, and covenants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions, and perform the Services. Consultant represents, warrants, and covenants to City that Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions, and perform the Services. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the Services, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against City hereunder.

7.5 Conflicts of Interest, Political Reform Act. Consultant represents, warrants, and covenants that Consultant presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant further agrees that while this Agreement is in effect, Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant acknowledges that pursuant to the provisions of the Political Reform Act (Government Code Section 87100 *et seq.*), City may determine the Consultant to be a "consultant" as that term is defined by 2 California Code of Regulations Section 18700.3. In the event City makes such a determination, Consultant agrees to complete and file a "Statement of

Economic Interest” with the City Clerk to disclose such financial interests as required by City. In such event, Consultant further agrees to require any other person doing work under this Agreement to complete and file a “Statement of Economic Interest” to disclose such other person’s financial interests as required by City.

7.6 Annual Appropriation of Funding. In accord with Article 16 Section 18 of the California Constitution, payment of compensation under this Agreement is contingent upon annual appropriation of funds by City for that purpose. Consultant acknowledges and agrees that to the extent that the Services extend beyond one (1) fiscal year, payment for such Services is expressly conditioned on City’s annual appropriation of funds for such Services for each year. If no funds are appropriated then this Agreement shall be terminated. City pledges and agrees to process such appropriation requests annually and in good faith. Nothing in this Subsection shall be construed to limit the right of either Party to terminate this Agreement as provided herein.

SECTION 8. TERMINATION AND MODIFICATION.

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

8.2 Termination by Consultant. Consultant may cancel this Agreement upon 30 days’ written notice to City.

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

8.4 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.5 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.6 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant’s unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in Consultant’s proposal, without prior written approval of the

Contract Administrator. In the event that key personnel leave Consultant's employ, Consultant shall notify City immediately.

8.7 Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the expiration or termination of this Agreement.

8.8 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

- a. Immediately terminate this Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- c. Retain a different consultant to complete the Services described in Exhibit A; and/or
- d. Charge Consultant the difference between the cost to complete the Services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the Services.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Consultant hereby agrees to deliver those documents to City upon the expiration or termination of this Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use. Any use of such documents for other projects by City shall be without liability to Consultant. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

9.2 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any

and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for the Services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.4 Inspection and Audit of Records. Any records or documents that Subsection 9.3 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If either Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and expenses including costs, in addition to any other relief to which that Party may be entitled; provided, however, that the attorneys' fees awarded pursuant to this Subsection shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Applicable Law, Venue. The laws of the State of California shall govern this Agreement. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10.4 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.5 No Implied Waiver of Breach. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not

constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 Consultant Representative. All matters under this Agreement shall be handled for Consultant by **Erik Piller, Senior Vice President** (“Consultant’s Representative”). The Consultant’s Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

10.8 City Contract Administration. This Agreement shall be administered by a City employee, **Rex Caballero, Assistant Engineer** (“Contract Administrator”). All correspondence shall be directed to or through the Contract Administrator or his designee. The Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Consultant shall not accept direction or orders from any person other than the Contract Administrator or his designee.

10.9 Notices. Any written notice to Consultant shall be sent to:

BUREAU VERITAS TECHNICAL ASSESSMENT, LLC (BUREAU VERITAS)
Attn: Erik Piller, Senior Vice President
220 Technology Drive
Irvine, CA 92618

Any written notice to City shall be sent to the Contract Administrator at:

City of Menifee
29844 Haun Road
Menifee, CA 92586
Attn: Rex Caballero, Assistant Engineer

with a copy to:

City Clerk
City of Menifee
29844 Haun Road
Menifee, CA 92586

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

Seal and Signature of Registered Professional with report/design responsibility.

10.11 Rights and Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

10.12 Integration. This Agreement, including the scope of services attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

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

10.14 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

10.15 Nondiscrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.16 No Third Party Beneficiaries. There are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.17 Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in

interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

10.18 No Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

10.19 No Benefit to Arise to City Employees. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Services to be performed under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF MENIFEE

CONSULTANT

Armando Villa, City Manager

Erik Piller, SVP

Attest:

Stephanie Roseen, Acting City Clerk

Matt Munter, EVP

Approved as to Form:

Jeffrey T. Melching, City Attorney

[Note: 2 officer's signatures required if
Consultant is a corporation, unless provided
with a certificate of secretary in-lieu]

EXHIBIT A

SCOPE OF SERVICES

Services shall include **CIP 24-24 ADA SELF EVALUATION AND TRANSITION PLAN (PROFESSIONAL ENGINEERING SERVICES)** services in the amount not to exceed **Two Hundred Forty Nine Thousand Seven Hundred Seventy Six Dollars and Fifty Six Cents (\$249,776.56)** as further detailed in the following page(s).

EXHIBIT A.



August 14, 2024

Via Email: rcaballero@cityofmenifee.us

Mr. Rex Caballero, EIT
 Assistant Engineer
 City of Menifee
 29844 Haun Road
 Menifee, CA 92586

RE: City of Menifee; Menifee, California
 Proposal No: 169392.24P revision v4

Dear Mr. Caballero:

We are pleased to provide City of Menifee (hereinafter referred to as "Client") with the following proposal. If accepted, Bureau Veritas Technical Assessments LLC (hereinafter referred to as "BVTA") will perform the services listed below (collectively, the "Services") meeting the specifications hereafter described.

Property(ies) City of Menifee Portfolio, Menifee, California

FEE BREAKDOWN	LUMP SUM TOTAL	\$ 249,776.56
PROGRAM MANAGEMENT		\$ 6,600.00
ADA TITLE II SURVEY & INDIVIDUAL REPORTS*		\$ 79,396.56
	FACILITY SURVEYS	\$ 9,970.13
	PARK SURVEYS	\$ 11,601.75
	PROW (INGRESS/EGRESS) SURVEYS	\$ 6,009.69
	FACILITY REPORTS	\$ 10,615.00
	PARK REPORTS	\$ 27,480.00
	PROW (INGRESS/EGRESS) SURVEYS	\$ 13,720.00
TRANSITION PLAN		\$ 15,280.00
PROGRAM AND POLICY REVIEW		\$ 9,560.00
PUBLIC OUTREACH MEETINGS (2) + CITY COUNCIL MEETING		\$ 4,960.00
WEBSITE REVIEW		\$ 9,980.00
PUBLIC RIGHTS-OF-WAY SURVEY / REPORTING ** - 155 MILES	\$800.00 Per Mile Fee	\$ 124,000.00

** The **PROW Per Mile Fee** is Inclusive of Curb Ramps and Sidewalk.

BUREAU VERITAS 6021 UNIVERSITY BOULEVARD, SUITE 200, ELLICOTT CITY, MD 21043
 P 800.733.0660 | WWW.BVNA.COM



All fees referred to in this document are expressed in US Dollars. Pricing is not inclusive of taxes. If applicable, taxes shall be included at the time of invoicing, payable by the client and remitted by BVTA to the taxing municipality. The proposed fees are limited to the specific Services described in this Proposal, performed according to the requirements of the corresponding ASTM standard practices, or Client-specified Protocols.

Deliverable(s)

The quoted price includes the delivery of:

# of	Report Type	Method of Delivery
35	Draft	Email Full Report (PDF)
35	Final	Email Full Report (PDF)

Unless otherwise specified, BVTA will submit all reports in Final format. Timing for completion of any requested post-delivery modifications to the report will be determined at the time of the request.

BVTA's proposed fees include electronic deliverables only. If hard copy or fixed media deliverables are required in addition to electronic deliverables, BVTA will provide pricing for production and delivery upon request.

Timing

BVTA's report(s) will be delivered within 120 full business/working days after receipt and approval of the signed proposal document. After engagement, a call will be placed to the designated onsite Point of Contact (POC) provided by the Client in order to schedule the site visit(s), where applicable.

The Client acknowledges that the Point of Contact provided shall be deemed an agent of the Client for the purposes of providing access and conveying information pertaining to the Site.

Projects Placed on Hold or Canceled

Should the Client place the awarded project on hold or cancel the engagement after contract execution, the Client agrees to pay project-specific costs incurred by BVTA, such as administrative processing, regulatory database searches and non-recoverable travel fees, as well as a percentage of the project fee, depending upon the time the project is placed on hold or cancelled. Please note that BVTA invoices canceled jobs at the time of cancellation.

Jobs on hold will be automatically invoiced 30 days from the date of the hold request. Requests to cancel or place projects on or off hold must be received by BVTA in writing (email acceptable) from the Client. Invoices billed as a result of projects being placed on hold or canceled are fully collectible.

Payment Details

BVTA will submit a monthly consolidated invoice inclusive of all services performed to date. The per site fee will be established per the schedule of values provided at the program kick-off and invoiced at the billing milestones stated below. Invoices will be payable within 30 days of receipt:

Billing Milestone	Percentage Invoiced
Completion of onsite assessments	50% of per site fee
Delivery of Draft Reports	45% of per site fee
Delivery of Final* Reports	5% of per site fee

*If comments on the Draft reports are not received within 60 calendar days, BVTA will invoice for Final Reports.

Upon receipt of each monthly invoice, the amount due per billing milestone is fully collectible. Please forward payments to: Accounting Department, Bureau Veritas Technical Assessments LLC, PO Box 74007289, Chicago, IL 60674-7289 or contact your BVTA administrator to pay via credit card or to receive wiring instructions.

BVTA recommends payment by credit card for amounts less than \$1000. **Please ensure that Proposal #169392.24P or invoice number is clearly identified on all payments and correspondence for proper credit.**

BUREAU VERITAS 6021 UNIVERSITY BOULEVARD, SUITE 200, ELLICOTT CITY, MD 21043
P 800.733.0660 | WWW.BVNA.COM



SITE LIST

Type	Facility Name	SF / Acres	Address	City, State
OTHER	Calvary Chapel Christian Academy	PROW Access Only	27912 Adams Avenue	Menifee, CA
OTHER	Romoland Elementary School	PROW Access Only	25890 Antelope Road	Menifee, CA
OTHER	Harvest Valley Elementary School	PROW Access Only	29955 Watson Road	Menifee, CA
OTHER	Heritage High School	PROW Access Only	26001 Briggs Road	Menifee, CA
OTHER	Quail Valley Elementary	PROW Access Only	23757 Canyon Heights Drive	Menifee, CA
OTHER	Ridgemoor Elementary School	PROW Access Only	25455 Ridgemoor Road	Menifee, CA
OTHER	Evans Ranch Elementary School	PROW Access Only	30465 Evans Road	Menifee, CA
OTHER	Menifee Valley Middle School	PROW Access Only	26255 Garbani Road	Menifee, CA
OTHER	Paloma Valley High School	PROW Access Only	31375 Bradley Road	Menifee, CA
OTHER	Chester W Morrison Elementary	PROW Access Only	30250 Bradley Road	Menifee, CA
OTHER	Santa Rosa Academy	PROW Access Only	27587 La Piedra Road	Menifee, CA
OTHER	Mount San Jacinto College	PROW Access Only	28237 La Piedra Road	Menifee, CA
OTHER	Bell Mountain Middle School	PROW Access Only	28525 La Piedra Road	Menifee, CA
OTHER	South Shore Elementary School	PROW Access Only	30975 Southshore Drive	Menifee, CA
OTHER	Callie Kirkpatrick Elementary School	PROW Access Only	28880 Reviere Drive	Menifee, CA
OTHER	Freedom Crest Elementary School	PROW Access Only	29282 Menifee Road	Menifee, CA
OTHER	Boulder Ridge Elementary	PROW Access Only	27327 Junipero Road	Menifee, CA
OTHER	Mesa View Elementary School	PROW Access Only	27227 Heritage Lake Drive	Menifee, CA
OTHER	Sun City Library	PROW Access Only	26982 Cherry Hills Boulevard	Menifee, CA
FACILITY	Fire Station #7	10,000	27860 Bradley Road	Menifee, CA
FACILITY	Quail Valley Fire Station	10,000	28971 Goetz Road	Menifee, CA
FACILITY	Menifee Lakes Fire Station	10,000	29950 Menifee Road	Menifee, CA
FACILITY	Fire Station #68	10,000	26020 Wickard Road	Menifee, CA
FACILITY	Fire Station #8	10,000	Bradley Rd, S/O Cherry Hills Blvd	Menifee, CA
FACILITY	City of Menifee	60,000	29714 Haun Road	Menifee, CA
FACILITY	Kay Cenicerros Senior Center	60,000	29995 Evans Road	Menifee, CA
OTHER	Menifee Valley Medical Center	PROW Access Only	28400 McCall Boulevard	Menifee, CA
PARK	Audie Murphy Ranch Sports Park	11 Acres	30376 Lone Pine Drive	Menifee, CA
PARK	E.L. Peterson Park	5 Acres	29621 Park City Avenue	Menifee, CA
PARK	La Ladera Park	8 Acres	29629 La Ladera Road	Menifee, CA
PARK	Lazy Creek Park and Recreation Center	3 Acres	26480 Lazy Creek Road	Menifee, CA
PARK	Lyle Marsh Park	6 Acres	27050 School Park Drive	Menifee, CA
PARK	Nova Park	3 Acres	25444 Nova Lane	Menifee, CA
PARK	Rancho Ramona Park	2 Acres	28050 Encanto Drive	Menifee, CA
PARK	Spirit Park	9 Acres	25507 Normandy Road	Menifee, CA



SCOPE OF SERVICES:

General Statement of Understanding

Bureau Veritas understands that it will provide consulting services to ensure the City of Menifee (“the City”) complies with all aspects of the Americans with Disabilities Act (ADA), the Federal ADA Accessibility Guidelines (ADAAG), American Barriers Act (ABA), the California Building Code, and local accessibility regulations with regards to its programs, and services, public buildings and facilities, exterior amenities, and paths of travel. The work will ultimately culminate in the production of an ADA Transition Plan, which will include a schedule of improvements necessary to meet the ADA, the State of California, and local accessibility requirements, associated order of magnitude cost estimates for barrier removal, a prioritized list of improvements, and a timeline for completion of needed improvements or modifications.

EXPERIENCE WITH STANDARDS AND GUIDELINES

Bureau Veritas has extensive experience and expertise with ADA Accessibility Standards, Public Rights-of-Way Accessibility Guidelines, and the California Building Code, which are relevant to this project. Our assessors and management staff have project experience in multiple states and locales nationwide, and apply the 2010 ADA Standards for Accessible Design, the current ADA accessibility guidelines (ADAAG), and other state and local building codes as required by laws, statutes and ordinances. When prioritizing barrier removal, we will follow the order of preference advised by the Department of Justice in Title II requirements, or as modified through agreement with the City and by public survey results. Bureau Veritas is experienced with the application of the program access test defined in Title II 35.150(b), and understands that not all individual barriers must be removed, but the overall program must be made accessible.

Proposed Project Approach

Bureau Veritas understands that we will provide consulting services to ensure that the City of Menifee (“the City”) complies with all aspects of the Americans with Disabilities Act (ADA), the State of California, and local accessibility regulations with regards to its public buildings, programs, and services.

The scope of the work, as defined by the City, includes:

- ADA Self Evaluation
- Physical Assessment of Facilities and Sites
- Accessibility Transition Plan
- Program Access and Policy Review
- Public Outreach Meetings (2) and 1 City Council Meeting
- Public Rights-of-Way (PROW) - Evaluation: public sidewalks and curb ramps (155 Miles)

The City has requested services for:

- Twenty (20) schools / library / medical center – PROW Access Only
- Seven (7) public building facilities
- Eight (8) public parks
- Public Rights of Way (PROW) – sidewalk miles quantity to be determined

Bureau Veritas will complete the following:

- Conduct comprehensive accessibility assessment and inventory of facilities identified on the Buildings/Site list.
- Ensure compliance with applicable standards, regulations, and codes for accessibility
- Perform site visits to observe, document, and photograph specific conditions and modifications of facilities and components subject to federal, state, and local access requirements.
- Assessment of the content and location of the City programs, services, policies, training and communication practices.
- Create public outreach to ensure public input into the transition planning process, including public meetings and public survey.



- Create criteria to prioritize facilities and/or categories of work to support a phased approach to implementation of the ADA Transition Plan.
- Establish order of magnitude (pre-planning level) estimated costs for each barrier removal necessary to make facilities accessible.
- Prepare interim and final presentations of findings and recommendations to the City.
- Deliver draft and final reports per protocol established by the City.
- Maintain the electronic database the City can use to track barrier removals as each is completed, which serves as a living Transition Plan.

APPROACH

Bureau Veritas will conduct a kick-off meeting with the City to define communication channels, define the scope of work, and to review the facility and program lists. Discussions will include recent and proposed capital improvements and available programs at each of the facilities. Bureau Veritas will note public use patterns and prioritization of the facilities and programs.

Prior to the kick-off meeting, Bureau Veritas will provide a pre-assessment questionnaire for each site and other documentation. Documents requested, if readily available, are:

- Prior accessibility transition plans or self-evaluations
- Site plans / floor plans
- Identification of any/all historic structures
- Description of each facility's purpose
- As-built drawings (with dates of construction)
- Current reasonable accommodation policy
- Intersection / street / curb plans / previous sidewalk survey

The initial discussions with the City staff will include the following elements:

- Roles and lines of communication between and within both the City and Bureau Veritas.
- Protocols for interaction between all parties throughout the project: Contact information should include the office and cell numbers for a minimum of 2+ contacts with the appropriate City staff and Bureau Veritas.
- Field assessment logistics: Normally, Bureau Veritas does not require escorts to perform the field assessments, except where escorts may be required within restricted areas. Outline areas of City's highest priority for any assessment to be completed during any training phases, likely complexity of assessment data processing, efficient workflow each day of the assessment, and City requests.
- Facility mapping.
- Protocol for handling paths not clearly designated on the map, not collected due to construction, or otherwise deemed inaccessible. (PROW Survey)
- Strategies for connectivity between isolated urbanized areas. (PROW Survey)

Field schedules and facility management interviews will be conducted once the schedule is approved by the City. Once the field schedule is approved, Bureau Veritas will deploy trained accessibility assessors with backgrounds in Landscape Architecture, Architecture, Engineering, and Building Systems for facility assessments. All field resources assigned have been professionally trained in accessibility assessments and have performed numerous assessments.

Program Access and Policy Review

Bureau Veritas is experienced with the program access test defined in Title II 35.150(b), and realizes that not all amenities are required to be accessible. Bureau Veritas's goal is to assist the City in providing the most economically viable improvements for its users. Through consultation with staff, stakeholder surveys and our field observations, Bureau Veritas will provide barrier removal recommendations to improve the amenities necessary to comply with the applicable standards to provide program access.



An assessment of the City's programs will be performed. The United States Department of Justice defines "programs" as the "programs, services and facilities" of a Title II entity. The current status of the City's programs as defined by the DOJ will be evaluated through discussions with City staff and a review of documentation. The goal mandated by Title II of the ADA is to ensure that individuals with disabilities are not excluded from services, programs, and activities because buildings are inaccessible or other assistance is not available. Steps needed to make programs accessible to disabled individuals will be detailed, such as, providing sign language interpreters to enable an individual with a disability to obtain the service, or providing benefits at an alternative accessible location in order to ensure that individuals with disabilities receive the benefits or services.

Bureau Veritas will meet with the designated representatives of the City to gather information from the various departments regarding the access opportunities or problems which have arisen in the past. Bureau Veritas will evaluate the issues and experiences with respect to the provision of services to people with disabilities.

A program survey will address issues with respect to the delivery of accessible programs and services. A policy and program review provides a greater scope of information about structural changes required for barrier removal.

The list of public programs and methods of communication with the public has not been provided to Bureau Veritas as part of the City's request for a proposal. As such, Bureau Veritas has limited the review of said programs and communications to **sixty (60) man hours**. Bureau Veritas will work with the City to prioritize the review of those programs with the highest impact to the community.

It is possible that the program assessment will determine that providing full access to a given program, service or activity is simply not possible. In such a case, Bureau Veritas will work with the City to determine if providing full access to the program would be an "undue financial and administrative burden." Determinations regarding a finding of an "undue financial and administrative burden" require specific documentation as set forth in the Title II regulations.

Public Outreach

Community engagement is an essential part of creating a successful Transition Plan and Policy Procedure Guideline. BV will work with the city to seek input from Staff, the general public, and the accessible community. This input is critical for understanding how facilities are actually being used and how to increase usability. Early engagement increases community awareness, engagement after the draft Transition Plan increases buy-in from the community, especially those advocating for accessibility.

The community engagement results and the City's ADA Compliance Team's advice will be incorporated into the Transition Plan. The Transition Plan can establish phases of barrier removal, without a calendar timeframe. To the extent that a facility, program, service, or activity is not going to be fully accessible to and usable by people with disabilities in the immediate future, we will work with the ADA Compliance Team to determine the best interim procedure or policy in order to enhance accessibility to the maximum extent possible.

Bureau Veritas has experience with public outreach, including public input to the transition plan. Public outreach must be conducted prior to development of the Transition Plan, in order to determine user priorities and program opinion. Bureau Veritas will arrange for and conduct a public outreach meeting for the community at large. Bureau Veritas will reach out to local disability rights and service organizations for their valuable community input.

Bureau Veritas's goal is to assist the City in providing the most economically viable improvements for its users. The results of the initial public outreach and the advice of the City's ADA Compliance Team will be incorporated into the Transition Plan. Bureau Veritas will provide barrier removal recommendations to improve the amenities necessary to comply with the applicable standards to provide program access.

The ADA requires that a public entity solicit and allow for the participation of interested persons in the development of a Transition Plan. The public outreach effort for the Draft Transition Plan will include advertisements in local newspapers in



the weeks leading up to a public meeting for presentation of the draft Transition Plan. It will be the responsibility of the City to post notice of the public meeting on the City website.

Review of Website Accessibility

The ADA applies to Title III public accommodations' websites, regardless of whether there is a specific regulation or technical standard in the ADA standards.

In a 2018 letter to Congress regarding business owned websites, the Department of Justice (DOJ) noted, as it has in the past with other elements, spaces, or technologies for which there are no technical accessibility specifications, that the absence of a technical standard does not "serve as a basis for noncompliance" with the ADA's general obligation to ensure equal access to goods and services. Rather, it means that public accommodations have "flexibility" in how to facilitate that access.

Existing website standards and guidelines can help web developers create and maintain accessible websites. DOJ has often referred to the Web Content Accessibility Guidelines (WCAG 2.0), developed by the Web Accessibility Initiative (WAI), as a way of measuring the accessibility of websites.

Bureau Veritas will analyze and evaluate the City's website for accessible content, including use of the WAVE web accessibility evaluation tool or similar technology. Applying the current WCAG version (currently 2.1), Bureau Veritas will determine barriers to accessibility within the City's website and present appropriate barrier removal.

This review is limited to up to 7 templated pages and forms that are representative to your website and those general edits will need to be remedied throughout the entire site.

Facility and Parks Assessments

An experience accessibility field observer will visit each property to observe the general condition of the site, facility interior, facility exterior improvements, and review available documents in order to familiarize themselves with each site's specific accessibility issues. Bureau Veritas will conduct a walk-through visit of each facility in order to observe and identify physical accessibility deficiencies and formulate recommendations to eliminate the physical barriers.

As a part of the assessment process, Bureau Veritas will meet with a client representative in order to gain a clear understanding of the overall features and programs, property condition, and completion dates of additions and/or renovations, either on-site as part of the individual site assessment or at client offices reviewing the entire client inventory. Areas to be observed include all interior and exterior features of the property, including parking lots, amenities, sidewalk/pathways, recreational assets, exterior access ramps, all interior areas accessible to the public, and employee areas.

The field observer will develop recommendations based on the walk-through visit and interviews with City representatives and Bureau Veritas's vast experience gained on similar properties previously evaluated. The field observer may also question others who are knowledgeable of the property's physical condition and operation, or of similar systems to gain comparative information to use in evaluation of the property.

The field observer will review documents and information provided by City that could aid Bureau Veritas's knowledge of the subject property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions.

During the walk-through, the observer will utilize a field checklist based on the 2010 ADA Standards for Accessible Design, which are the current ADA accessibility guidelines (ADAAG), as well as any more stringent accessibility standards defined by the State of California and local accessibility codes.

The field observer will utilize a digital level, measuring tape, door pressure gauge, light and sound meters, and digital camera or an iPad with equivalent capability to evaluate existing elements to determine if barriers are present. The



observer will identify and prioritize any existing improvements not in accordance with ADA, state, and local accessibility requirements, in the order of preference advised by the Department of Justice in Title II requirements, or as modified through agreement with the City and by public survey results, such as:

- Physical access to the property
- Access to interior public areas
- Access to common areas, including recreation facilities and other observable space
- Access to restrooms; and
- Removal of remaining barriers

The field checklists will incorporate the applicable standards. An excerpt of the field checklist can be found below.

The Bureau Veritas team will assess exterior areas and interior common areas that are defined as areas of public accommodation, as well as the employee areas defined by the City. Bureau Veritas will identify existing non-compliant conditions, including but not limited to, the elements specified below (if applicable):

- Space allowance/ranges
- Accessible routes, vestibules, corridors
- Protruding object
- Ground/floor surfaces
- Loading zones
- Curb ramps
- Ramps
- Stairs
- Elevators
- Platform lifts
- Windows
- Doors
- Hardware
- Work surfaces
- Entrances and exits
- Drinking fountains and water coolers
- Water closets
- Toilet stalls
- Urinals
- Lavatories and mirrors
- Bathtubs
- Shower stalls
- Toilet rooms
- Bathrooms
- Dressing/fitting rooms
- Sinks
- Storage
- Handrails, grab bars, and tub/shower seats
- Controls and operating mechanisms
- Alarms (visual, audible)
- Detectable warnings
- Signage (Braille, visual)
- Telephones
- Switches and outlets



- Public service countertops
- Seating and tables
- Assembly areas
- Parking
- Sidewalks and walkways
- Playgrounds and play areas
- Pools/aquatic facilities
- Recreational assets

If proposed solutions to the identified barriers to accessibility would place an undue administrative or financial burden on the City, Bureau Veritas will discuss these solutions in advance with City staff. Bureau Veritas will provide an order of magnitude (pre-planning level) estimate for all items of work necessary to bring each facility into compliance. All estimates will be based upon current year costs without escalation. Escalation factors can be included if preferred by the City.

PRIORITY RANKING AND CLASSIFICATION

The analysis will include all barriers to be ranked by Priority Classes. The classes below are DOJ recommended but can be altered to meet your specifications and needs:

Priority 1: Accessible Approach and Entrances – An entity providing accommodation to the public is required to take measures to provide access to a place of public accommodation from public sidewalks, parking, or public transportation. These measures include, for example, installing an entrance ramp, correcting tripping hazards or lessening the slope of a curb ramp. At least one route of travel to each amenity or feature should be safe and accessible for everyone, including people with disabilities.

Priority 2: Elements along the Accessible Route – Barriers which occur along the path of travel shall be removed, where such a barrier is easily accomplishable. Examples include moving items within reach range, widening doors, installing accessible door hardware, and removing high-pile carpeting.

Priority 3: Restroom Facilities – Barrier removal may include widening of toilet stalls, installation of grab bars, replacement of sinks and drinking fountains.

Priority 4: Access to All Other Features and Amenities – Measures are required to provide access to other areas. This priority is for items not required for basic access in the other three higher priorities.

Priority 5 (optional): Employee-Only Areas – Employee-only areas are designated as the lowest priority, as a method of placing public spaces as a higher priority for barrier removals.

Public Rights-of-Way Evaluation

Prior to initiating the public right-of-way portions of the contract, Bureau Veritas (BV) will confirm the list of sidewalks, streets and curb cuts that will be analyzed.

BV will systematically survey the sidewalk and street crossing surface environment for compliance with state, local, and Federal accessibility standards. BV will document changes in level, horizontal openings, upheavals, and other pathway events that may pose a barrier or potential hazard in the sidewalk and street crossing environment. Any major impediments and obstructions will be recorded.

BV will measure the grade and cross slope of each element of the curb ramp. The barriers of each curb ramp or the lack of a curb ramp will be documented. BV will capture deficiency data for transit stops, signalized intersections, and un-signalized intersections, including access to pedestrian pushbuttons and the condition and presence of crosswalk markings.

The PROW survey will begin in those priority areas that received the highest rank and will then extend to the other areas which are part of the rights-of-way list. This evaluation will identify and record any gaps in connectivity, potential safety hazards, obstructions, missing curb ramps, and general noncompliance with accessibility regulations, including the following:



- Assessment of the Pedestrian Right of Way (Sidewalks)
- Assessment of Curb Ramps
- Assessment of Pedestrian Crossings, Signalized Intersections, Un-signalized Intersections

Public Rights of Way Assessment Process (PROWAP) Technology

The BV team will utilize a proprietary PROWAP engineered to efficiently and accurately assess the conditions that exist in the sidewalk environment within the City's jurisdiction. An assessment coordinator utilizes a pushcart system, along each sidewalk corridor, which systematically evaluates the sidewalk surface and environment for compliance with state and federal accessibility standards. The system automates the process of discovering and documenting changes in level, horizontal openings, upheavals, or other pathway events that may pose a barrier or potential hazard in the sidewalk environment. The PROWAP system provides spatial information about the features discovered, including GPS data, a digital image, and the distance along the stroll path. BV is able to provide an objective high-resolution data that inventories and characterizes sidewalk conditions. The collection device is engineered to meet ASTM standard E3028 with the output providing a route accessibility index allowing for prioritization based upon the customer's needs.

Data collection for curb ramps is also effectively streamlined by use of the curb measurement tool. The curb ramp data collection tool is used to measure the grade and cross slope of each element of the curb ramp. Once the dimension measurement portion of the curb ramp assessment is finished, the entire assessment is complete, the data output is analyzed and indexed based on the customer's needs.

PROW Deliverable

The sidewalk data collected is integrated, along with various 3rd party data, into the data analytics platform and is processed to provide a characterization of a span of the sidewalk. Condition, grade, and curb ramp information are all combined to provide a comprehensive view of a walkability network and enables engineering firms and municipalities can use to prioritize and spec the sidewalk repairs and upgrades. Reports from both data collection tools are combined and presented to the customer in GIS and Shapefiles.

The sidewalk and street crossing reports will include the following:

- Conversion of field data into the agreed upon format for import and use by the City.
- Spreadsheet data in Microsoft Excel format that contains a worksheet with the collected data for each feature type assessed, as well as a worksheet that contains the best path of travel data.
- Relatable tables (including GPS coordinates) in a file that contain the results of the assessment.

Transition Plan

The field assessment data and costs, programs assessment, and the public rights-of-way data and costs will be brought together in one document to form the Transition Plan. Once the assessments of the programs, buildings, facilities, and parks are complete, data will be analyzed and prioritized. The Transition Plan document will include all identified barriers to accessibility, associated costs for barrier removal, and tentative solutions.

Solutions will be discussed with City staff and presented to stakeholders, as needed. Once all facility assessments have been completed, a Draft Transition Plan will be prepared. The Transition Plan will provide a framework for full compliance with the accessibility regulations.

The Transition Plan process comprises the following components:

- Identification of physical and programmatic barriers in facilities under the City's jurisdiction.
- Determination of the barrier removal remedy and an order of magnitude estimate of the cost of the barrier removal required to eliminate the physical barrier or discriminatory practice.
- Assignment of priority level to the barrier removal.
- Formulation of the Transition Plan within the parameters of projected fiscal year budget constraints.



Within the Transition Plan, Bureau Veritas notes work that shall remove physical and programmatic barriers in existing facilities, and communication barriers structural in nature, where such removal is able to be carried out without much difficulty or expense. This document will outline in detail the steps required for the City to achieve accessibility compliance. Where the Transition Plan identifies work which will take longer than one year to complete, a multi-year schedule with priorities will be provided.

Results of the initial public outreach and the advice of the City's ADA Compliance Team will be incorporated into the Transition Plan. The Transition Plan can establish phases of barrier removal, without a calendar timeframe. To the extent that a facility, program, service, or activity is not going to be fully accessible to and usable by people with disabilities in the immediate future, we will work with the ADA Compliance Team to determine the best interim procedure or policy in order to enhance accessibility to the maximum extent possible.

Bureau Veritas will meet with the ADA Compliance Team to present a Draft Transition Plan and gain its input and commentary on the Draft Transition Plan prior to presentation to the community.

The ADA requires that a public entity solicit and allow for the participation of interested persons in the development of a Transition Plan. The public outreach effort for the Draft Transition Plan will include advertisements in local newspapers in the weeks leading up to a public meeting for presentation of the draft Transition Plan. It will be the responsibility of the City to post notice of the public meeting on the City website. Following the public meeting, Bureau Veritas will meet with the ADA Compliance Team to review all applicable commentary and to make choices regarding the draft final plan to be presented to the City. Regular maintenance or rehabilitation projects and that accessibility projects are blended into other scheduled work, when possible.

Following the review and inclusion of public comments in the Transition Plan, Bureau Veritas will submit the Final Transition Plan in printed and electronic copies to the designated parties and stakeholders. The Final Transition Plan will include an executive summary, and a description of how the entire self-evaluation and transition planning process was conducted. Bureau Veritas will present the Final Transition Plan to the City at a scheduled meeting. Along with the Transition Plan and a summary, Bureau Veritas will prepare a PowerPoint presentation that will explain how the Transition Plan was formed, the choices which were made with respect to accessibility solutions, the manner in which budget decisions were made, and the benefits that the implementation of the Transition Plan will bring to the City.

Deliverables

The deliverables are:

- Facility ADA Assessments- individual facility reports
- Public Rights-of-way Assessments- individual rights-of- way reports
- Program Access and Policy Review - Optional
- Public Outreach Meetings (2) and Public Survey
- Transition Plan

The facility assessment and program assessment reports are provided in electronic format and are typically represented in three formats:

- Word® document converted to an Adobe PDF, with photographic images of barriers and GPS positioning of exterior barriers.
- Excel® spreadsheet with code references, existing conditions, barrier resolution, and cost data.
- Cloud-based database ADA AssetCALC™.

Bureau Veritas will provide an ADA report for each facility assessment with a description of each barrier observed and recorded, and will define the location, recorded measurements, barrier description, applicable ADAAG/ state/local code reference, viable corrective action, priority, and order of magnitude (pre-planning level) cost estimate of repair. Color photographs of each barrier are included with the barrier record. Barriers will be identified and presented by individual



facility. Each report will include an executive summary, including a summary cost table identifying the estimated cost to correct each facility.

The Public Rights-of-Way (PROW) reports will be provided with all of the collected and derived data in a spreadsheet format compatible with Microsoft Excel and as a file geodatabase that is compatible with GIS products. The PROW data is separated into two primary data sets; the Segment Data that contains surface information, and the Feature Data.

Line data and point data can be spatially displayed via the GPS information recorded for the stations and features they contain. Segment Summary data is a table of information about each segment that is derived from the collected data. Feature data is separated into three different tables. The first is the spatial feature summary that contains the spatial location and type information for each feature collected. The second feature is a table created for each individual feature type collected contain the specific attribute data for that feature type. The third table is the compliance table that derives the compliance of each feature based on a series of queries comparing the collected data and the minimum requirements of the Draft Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG). Both the feature data and compliance data can be joined or related to the spatial feature summary table via a unique ID that the PROW software generates.

Bureau Veritas will use our web-based database, ADA AssetCALC™ for the facility assessments, and for components of the Transition Plan. ADA AssetCALC™ will provide the City with the ability to generate cost tables for all facilities, or for each individual facility. Similar types of barriers can be queried within the ADA AssetCALC™ database across all facilities, with the resulting ability to improve purchasing and contracting power. Barriers can be ranked by priority for removal. Photos will be uploaded to ADA AssetCALC™ to be viewed as a photo log or individually, when reviewing a specific barrier. Bureau Veritas will provide a Transition Plan, which will include the program access report, presented in a Word document converted to an Adobe PDF, with the data exportable to an Excel format. Bureau Veritas will provide an electronic draft of the reports for review, including text, tables, digital photos, field notes, and supporting documentation. Final reports will be provided after all City comments have been addressed.

Data Management Solution – ADA AssetCalc Software

Bureau Veritas is providing access, at no additional charge, to ADA AssetCALC™ for a period of two (2) years. This platform streamlines the Capital Planning and ADA Transition Planning process by compiling funding requirements for barriers and creating budget models based on project priority, life cycle maintenance, and repair requirements.

The City is not required to utilize this software as we will provide hardcopy reports and we can export the data to Excel and Word formats. We have included ADA AssetCALC™ licenses for two (2) years with unlimited users.

ADA AssetCALC™ is a web-based SQL database platform that enables users to query, edit, and analyze their facility accessibility and condition data to plan immediate and short-term barrier repairs, and budget capital expenditures throughout the lifecycle of a single building or an entire portfolio. The system unites Bureau Veritas' experienced field data collection methods with advanced planning and reporting tools, construction cost library, location mapping features, digital photo management, and document storage. ADA AssetCALC™ will provide the City with the ability to list, prioritize, query, and track deficiencies recorded through the Self-Assessment Process. It is easy to use, and populated with accessibility requirements pertinent to the City. Bureau Veritas recognizes that budgets change and the Transition Plan must be able to account for unplanned occurrences. ADA AssetCALC™ provides a process to complete work on

those barriers that have been corrected over time. Reports can be queried instantaneously to reflect the barriers corrected. ADA AssetCALC™ provides the ability to track progress over time.

Prior to populating the database, Bureau Veritas will work with the City to establish required attributes and data points associated with each asset. This will include a discussion of the relative priority of the asset requiring barrier removal. This will include all City physical assets and will be grouped in a hierarchy based on site location, asset group, and function. Bureau Veritas will utilize ADA AssetCALC™ to track physical accessibility needs associated with the Implementation/ Transition Plan. The database contains a capital planning and transition planning module in which accessibility



construction projects may be established, including barrier removal priorities. It will provide the City with a consolidated database of capital projects related to barrier removal. Capabilities of ADA AssetCALC™ include, but are not limited to:

- Microsoft.net web-enabled software
- Customizable fields, groupings, and reporting
- Reports, charts and graphs to forecast capital needs for individual buildings and construction projects
- Progress reports and tracking of the corrective measure progress
- Capital budget planning tools to assign and track progress over fiscal years
- Corrective action work completed/progress complete
- Access to the observed site conditions of barriers with photographs and GPS positions of exterior barriers
- Updateable cost library makes budgets more accurate over time
- Customizable priority framework and search tools to help decision makers
- Export tools to take data to other applications, including Microsoft Excel
- Repository for storing and searching documents related to buildings and component
- ADA compliance library to plan and track accessibility improvements
- Administrative tools for managing user access

ADA AssetCALC™ reporting can include GPS coordinates for locations of each exterior barrier on a satellite map. Bureau Veritas, in conjunction with Google Earth imaging, provides the most recent satellite mapping. Each exterior barrier is indicated by its own GPS marker.

Screenshots and a live demonstration are available upon request.

The ADA AssetCALC™ cost estimating database is based on RS Means data and further customized with proprietary cost tables developed by Bureau Veritas, based on historical and localized actual costs. Bureau Veritas maintains and updates the cost estimating system with information received from the field. Through ADA project management and construction monitoring work, Bureau Veritas has current cost data from hundreds of in-progress construction and rehabilitation projects. This data allows Bureau Veritas to calculate costs based on local conditions to maintain a cost database that is typically more current than RS Means' models.

Typically, barrier removal planning level cost estimates are based upon the removal of the specific element, for example, a parking stall or curb ramp. In some site-specific instances,

barrier removal may affect an area beyond the specific location of the barrier. Grading plans based on field surveys using land surveyor instrumentation, or architectural plans requiring wall relocation could result in significantly different material quantities and subsequent higher project costs. The database contains standardized order of magnitude cost estimates for barrier removal for use in prioritizing the work in the Transition Plan. At the implementation stage, it is anticipated a detailed specification will be prepared and bids will be generated to establish planning level costs. ADA AssetCALC™ cost estimates are pre-planning level, order of magnitude barrier removal cost estimates. Cost tables will be provided for each facility/site.