

## CONSULTING SERVICE AUTHORIZATION

DATE: \_\_\_\_\_

CONSULTANT: Kimley-Horn and Associates, Inc.

SERVICE AUTHORIZATION NO. 12-24 FOR CONSULTING SERVICES

CITY P.O. NO. \_\_\_\_\_ CITY EXPENSE CODE \_\_\_\_\_

TITLE: ADA Self-Evaluation and Transition Plan

CITY PROJECT NO. 16-099

This Service Authorization, when executed, shall be incorporated in and shall become an integral part of the "Agreement for General Consulting Engineering Services" Contract, dated February 22, 2012.

### I. PROJECT DESCRIPTION

Kimley-Horn and Associates, Inc. ("CONSULTANT") will provide professional services based on our project understanding as follows:

- The City of Delray Beach ("CITY") wants to develop their Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan in multiple phases.
- This assignment will constitute Phase 1 of the ADA Self-Evaluation and Transition Plan and will include a review of current design standards, development of a grievance procedure and form, and an evaluation of up to 36 miles of sidewalks (including all un-signalized intersections along the sidewalk corridors).

### II. SCOPE OF SERVICES

#### Task 1 – Project Management

- 1.1 The CONSULTANT will maintain project records, budgets, and communications for the duration of the project. The project is assumed to be up to a maximum of nine (9) months.
- 1.2 The CONSULTANT will prepare monthly progress reports.
- 1.3 The CONSULTANT will participate in up to three (3) conference calls between the CITY's Project Manager and the designated CITY staff to review the status of tasks and to keep the schedule current.

#### Task 2 – Project Kick-off Meeting

- 2.1 The CONSULTANT will meet with staff representing major program areas and orient them to the process that will be used to develop the CITY's ADA Transition Plan. The CONSULTANT will produce meeting materials and handouts, conduct a staff orientation, and prepare a report of action items resulting from the meeting (2-hour meeting, 3 in-person attendees).

### Task 3 – Self-Evaluation

- 3.1 ADA Liaison Committee. The CONSULTANT will assist the CITY in establishing an ADA Liaison Committee that will meet throughout the process of completing the self-evaluation and updating the Transition Plan, and will continue to meet and actively participate after the completion of this project.
- 3.2 Facilities Review. The CONSULTANT will establish field teams that will conduct evaluations based on forms developed by the CONSULTANT in consultation with the CITY. All evaluation data will be in GIS format.
- 3.2.1 Facilities Listing
- 3.2.1.1 Sidewalk Corridors – Up to 36 linear miles of sidewalks will be evaluated.
- 3.2.1.2 Unsignalized Intersections and Driveways - along the sidewalk in Task 3.2.1.1 will be evaluated. The CONSULTANT estimates this task will include the evaluation of up to 1,152 curb ramps. Evaluation of additional curb ramps will be considered Additional Services.
- 3.3 Facility Data Report. The CONSULTANT will create a separate report for each facility type. Each facility report will identify compliance status of the facility with regards to both federal and state standards and include the following:
- Listing of facilities that are in compliance with current standards.
  - Listing of facilities that are not in compliance with current ADA requirements.
  - Recommended actions to resolve non-compliance issues for each facility.
  - Prioritized list of improvements using criteria developed by the CONSULTANT and CITY staff.
  - "Cost report" that assigns conceptual budget estimates to each recommended action.
  - Photolog summary for each facility. Sidewalk photos will be provided in .JPG format only, but will be referenced spatially in the shapefile.

A catalog of building, park, sidewalk, curb ramp, and signalized intersection data compatible with the Client's existing GIS databases (including mapping of the various facility types).

### Task 4 – Transition Plan Development

- 4.1 The CONSULTANT will coordinate with CITY staff in the development of a strategy for developing the Transition Plan, including a review of CITY design standards related to curb ramps and sidewalks.
- 4.2 Review Current Design Standards. The CONSULTANT will review the current CITY design standards for compliance with the ADA.
- 4.3 Develop the Evaluation Process. The CONSULTANT will develop a process and format to evaluate the accessibility improvements identified in Task 3, utilizing prioritization and evaluation criteria. Existing evaluation methodology will be analyzed and recommendations made for necessary improvements.
- 4.4 The CONSULTANT will recommend prioritization criteria for creating an implementation schedule for accessibility improvements identified in Task 3.
- 4.5 The CONSULTANT will prioritize the accessibility improvements by facility type and severity, providing cost estimates for the recommended modifications.

- 4.6 The CONSULTANT will define an ongoing budget needed for ADA modifications. Potential funding sources will be researched and suggested to most effectively achieve compliance.
- 4.7 Define an ADA Coordinator's Roles and Responsibilities. The CONSULTANT will define the role and responsibilities of the ADA Coordinator.
- 4.8 Develop Grievance Policy, Procedure, and Complaint Form. The CONSULTANT will assist the CITY to develop their ADA grievance policy, procedure, and complaint form.

#### Task 5 – Documentation

- 5.1 Draft Self-Evaluation and Transition Plan. Based on the self-evaluation and facility compliance assessment, the CONSULTANT will prepare a Draft Self-Evaluation and Transition Plan for the CITY. The plan will include:
- A phased schedule with cost estimates for the removal of facility barriers that cannot be resolved through relocation of services, the provision of auxiliary aids, or equivalent facilitation; and
  - The CONSULTANT will provide an electronic copy in Adobe PDF format to the CITY.
- 5.2 Final Self-Evaluation and Transition Plan. The CONSULTANT will address one (1) round of comments from CITY Staff to prepare a Final ADA Self-Evaluation and Transition Plan for the CITY. The CONSULTANT will provide the following deliverables to the CITY:
- An electronic copy of the Final Transition Plan in Adobe PDF format;
  - Two (2) printed copies of the Final Transition Plan with Appendices included on CD or other approved electronic media; and
  - All field data in a GIS-compatible format.

#### Task 6 – Meetings

- 6.1 Progress Meetings. The CONSULTANT will prepare for and attend up to two (2) in-person progress meeting with CITY staff and the newly created ADA Liaison Committee. The CONSULTANT will be responsible for preparing the presentations (two 2-hour meetings, 3 in-person attendees each).
- 6.2 Public Meeting. The CONSULTANT will prepare for and attend one (1) public meeting to introduce the project and finalize the facilities to be evaluated. The CONSULTANT will be responsible for preparing the presentation (2 hour meeting, 3 in-person attendees).
- 6.3 Council Meeting. The CONSULTANT will prepare for and attend one (1) City Council meeting. The CONSULTANT will be responsible for preparing the presentation (2 hour meeting, 3 in-person attendees).

#### **ADDITIONAL SERVICES**

Upon your authorization, the CONSULTANT will provide any additional services that may be required beyond those described in the scope of services above. These services may include but are not limited to such items as the following:

- Sidewalk evaluations in excess of those identified in Task 3.2.1.1
- Curb ramp evaluations in excess of those identified in Task 3.2.1.2
- Building and associated parking lot evaluations



- Park and associated parking lot evaluations
- Review of all City programs, services, and activities
- Staff training on ADA-related topics

## **SCHEDULE**

The CONSULTANT will begin work upon receiving authorization from the CITY in accordance with a mutually agreed upon schedule.

## **III. BUDGET**

### **Fee and Expenses**

The CONSULTANT will perform Tasks 1 – 5 on a labor fee plus expense basis. The CONSULTANT will not exceed the total maximum labor fee shown without authorization from the CITY. Individual task amounts are provided for budgeting purposes only. The CONSULTANT reserves the right to reallocate amounts among tasks as necessary. Labor fee will be billed on an hourly basis according to our then-current rates. Fees will be invoiced monthly based on the actual amount of service performed and expenses incurred. Payment will be due within 25 days of your receipt of the invoice. Individual task amounts are informational only.

Reimbursable Expenses billed under this contract could include: travel, in-house duplicating, local mileage, facsimiles, postage, express delivery services, large-format color printing, construction drawing printing, specification printing, and other out-of house printing.

Additional services which may be identified as needed at a later time will be negotiated at that time.

Task 1	Project Management	\$ 10,934
Task 2	Project Kick-off Meeting	\$ 5,855
Task 3	Self-Evaluation	\$ 148,166
Task 4	Transition Plan Development	\$ 12,705
Task 5	Meetings	\$ 22,340

<b>Total Labor Fee (not to exceed, inclusive of identified expenses which are shown on attached budget breakdown)</b>	<b>\$ 200,000</b>
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#### IV. COMPLETION DATE

This service authorization is approved contingent upon the CITY's acceptance of and satisfaction with the completion of the services rendered in the previous phase or as encompassed by the previous service authorization. If the CITY in its sole discretion is unsatisfied with the services provided in the previous phase or service authorization, the CITY may terminate the contract without incurring any further liability. The CONSULTANT shall commence work on any service authorization approved by the CITY to be included as part of the contract without a further notice to proceed.

Approved by:

CITY OF DELRAY BEACH:

Date \_\_\_\_\_

\_\_\_\_\_  
Cary D. Glickstein, Mayor

KIMLEY-HORN AND ASSOCIATES, INC.

Date August 25, 2016

By: *Marwan Mufleh*  
Marwan Mufleh, Sr. VP

(Seal)

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

\_\_\_\_\_  
Witness (Printed)

Attest: \_\_\_\_\_

Approved as to Legal Sufficiency

\_\_\_\_\_  
City Attorney, Janice Rustin

BEFORE ME, the foregoing instrument, this 25<sup>th</sup> day of August, 2016, was acknowledged by Marwan Mufleh on behalf of the Corporation and said person executed the same free and voluntarily for the purpose there-in expressed.

Witness my hand and seal in the County and State aforesaid this 25<sup>th</sup> day of August, 2016.

*Christine Strang Gossell*  
Notary Public

State of Florida

My Commission Expires:

