

AGENDA

**Bainbridge Island Metropolitan Park & Recreation District
Regular Board Meeting 6:00 pm
Thursday – December 19, 2024**

Strawberry Hill Center
7666 High School Road NE
Bainbridge Is, WA 98110
206-842-5661

Remote access options for board meetings available at www.biparks.org.

10. CALL TO ORDER

- 10.1 Roll Call
- 10.2 Adjustments to the Agenda
- 10.3 Conflict of Interest Disclosure
- 10.4 Mission Statement: The mission of the Bainbridge Island Metropolitan Park & Recreation District is to build a healthy community through effective, sustainable stewardship of the District's parks and open space, and through the development and delivery of innovative cultural and recreation opportunities.

20. PUBLIC COMMENTS

30. BOARD CONSENT

- 30.1 Minutes: Regular Board Meeting of December 5, 2024
- 30.2 Financial: Approval of vouchers and payroll.

40. GENERAL BUSINESS

- 40.1 Board Policies Hamlin (10 min)
Action: Information only.
- 40.2 Resolution 2024-23: Amended 2024 General Fund Budget Swenson (5 min)
Action: Motion to adopt.
- 40.3 ADA Transition Plan Consultant Keough (10 min)
Action: Motion to approve contract.

50. STAFF REPORT

60. UPCOMING MEETINGS

01/02/25	Regular Board Meeting	6 pm	Strawberry Hill Center
01/16/25	Regular Board Meeting	6 pm	Strawberry Hill Center
02/06/25	Regular Board Meeting	6 pm	Strawberry Hill Center
02/20/25	Regular Board Meeting	6 pm	Strawberry Hill Center
03/06/25	Regular Board Meeting	6 pm	Strawberry Hill Center

70. BOARD MEMBER REMARKS

80. ADJOURNMENT

90. ADJOURN TO EXECUTIVE SESSION IF NEEDED

- 100. **EXECUTIVE SESSION** — real estate, per RCW 42.30.110(1)(b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.

110. RECONVENE TO REGULAR SESSION

120. ADJOURNMENT

Board Committees

Governance
Capital Facilities
Program
Budget & Finance
Personnel
Ad Hoc Committee: Forest Management
Ad Hoc Committee: Sakai Site Planning

2024 Board Representatives

Swolgaard/Janow

Janow/DeWitt
Kinney/Swolgaard

Board Liaisons

Park District Committees:
Trails Advisory Committee
Dog Advisory Committee

Community/Public Agencies:
Bainbridge Island Parks & Trails Foundation
Bainbridge Island School District
City of Bainbridge Island

Goodlin/DeWitt
Kinney/Janow

Goodlin/Janow

**BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT
 REGULAR BOARD MEETING December 5, 2024
 STRAWBERRY HILL CENTER**

CALL TO ORDER: A quorum being present, the meeting was called to order at 6:00 pm by Chair Swolgaard.

BOARD MEMBERS PRESENT: Ken DeWitt, Tom Goodlin, Dawn Janow, Jay Kinney, Tom Swolgaard.

ADJUSTMENTS TO AGENDA: Add an executive session.

MISSION STATEMENT: Chair Swolgaard read the Park District’s mission statement: The mission of the Bainbridge Island Metropolitan Park & Recreation District is to build a healthy community through effective, sustainable stewardship of the District’s parks and open space, and through the development and delivery of innovative cultural and recreation opportunities.

BOARD CONSENT

APPROVAL OF MINUTES:

Upon hearing there were no corrections to the minutes of the November 21, 2024 regular board meeting, Chair Swolgaard stated the minutes stand approved as submitted.

APPROVAL OF PAYMENTS: MSC: DeWitt/Janow: I have reviewed the following vouchers, warrants and electronic payments and move that they be approved for payment.

Batch Date	Fund Number & Name	Warrant Numbers	Total Batch Amt	Pre-Approved
11/26/24	001 General Fund	29044-29068	74,251.96	11/26/24
12/03/24	001 General Fund 300 Capital Improvement Fund	29069-29098	88,866.47	12/03/24
	001 General Fund (Nov. Payroll)	EFT & 3361-3363	400,494.47	
	001 General Fund (Nov. Payroll Benefits and Taxes)	EFT & 10042-10048	218,767.67	

GENERAL BUSINESS

RAY WILLIAMSON POOL RENOVATION UPDATE: Park Services Superintendent David Harry started by thanking Facilities Maintenance Manager Mike Omans for the work he is doing on the contract for Phase I of the Ray Williamson pool renovation on top of his regular work. David Harry and Mike Omans updated the board on what the contractors have done so far and what is left to do for Phase I. Discovered conditions during Phase I will require change orders but change orders have amounted to less than 1% of the Phase I project cost. Phase II will include interior architectural changes at which point the pool area will look like a renovated facility. Documents and drawings for Phase II have been reviewed by staff and the bid is going out for solicitation at the beginning of 2025. Executive Director Dan Hamlin said the Ray Williamson pool will be shut down for Phase I renovation work starting on February 14, 2025.

DEPARTMENT OF COMMERCE GRANT FOR BAINBRIDGE ISLAND JAPANESE AMERICAN EXCLUSION MEMORIAL

ASSOCIATION: Senior Planner Matthew Keough said the Washington State Department of Commerce grant money will go directly to the Bainbridge Island Japanese American Exclusion Memorial visitor center which will be owned by the Park District. This type of pass-through grant funding has been done by the Park District for previous grants awarded to Bainbridge Island Japanese American Exclusion Memorial Association from the Department of Commerce. The two grants for this project are S-25077 for \$291,00 and S-24127 for \$339,500 for a total of \$630,500 in funding towards the project. This funding will largely be expended in 2025 for bringing in a waterline.

RESOLUTION 2024-22: AMENDED 2024 LAND ACQUISITION FUND BUDGET: Assistant Executive Director Amy Swenson said an amendment to the 2024 Land Acquisition Fund budget is needed to reimburse the Bainbridge Island Parks & Trails Foundation for costs associated with property and trail easements that are being transferred to the Park District. **MSC: Janow/DeWitt: Move to adopt Resolution 2024-22 adopting the amended Land Acquisition Fund budget for fiscal year 2024.**

STAFF REPORT

Administrative Division: Assistant Executive Director Amy Swenson said the 2022-2023 audit of the Park District by the Office of the Washington State Auditor has begun.

Park Services Division: Park Services Superintendent David Harry said concrete has been poured for the batting cage at Strawberry Hill Park. Senior Planner Matthew Keough said the request for qualifications for the 2026 comprehensive plan project consultant received responses from three qualified firms which will be reviewed for selection with plans to start the project in early 2025. Commissioner Janow and Commissioner DeWitt agreed to participate in the review process for consultant selection. Park Services Division Director Lydia Roush said the grounds crew has been busy with leaves and windstorm clean-up. The dedication for Eight Acre Wood will be December 12 at 2:00 pm.

Recreation Division: Recreation Superintendent Bryan Garoutte said staff have been very involved with representatives from Active Net in preparation for the transition to that software in 2025. Winter/spring program registration starts at 9:30 am on Saturday for residents and Sunday for non-residents. Aquatic Program Administrator Jenette Reneau said there is a lot of preparation happening behind the scenes for scheduling and operations during the upcoming closure of the Ray Williamson pool for renovation. A person has been hired to fill the recreation program manager position vacated by Shannon Buxton's recent retirement.

Executive Director Dan Hamlin said the transfer documents for the Fletcher Bay Property were signed today.

BOARD MEMBER REMARKS:

- Commissioner DeWitt asked about the status of the permit for the tennis courts at Sakai Park and for a progress update on the new administration building. Executive Director Dan Hamlin said staff are waiting for the work on the entry road for the park to be completed before calling for final sign off on the permit for the tennis courts. Staff expects to be moving into the new administration building in January.
- Commissioner Janow said she attended the intake meeting with the Office of the Washington State Auditor for the 2022-2023 audit.
- Commissioner Goodlin said he was happy to hear conversation resume at the recent Bainbridge Island Parks & Trails Foundation about the Lost Valley trail.
- Commissioner Goodlin said a neighbor of the Fort Ward Parade Grounds suggested to him that a porta potty be installed there and he said he would pass that input on to staff.

MEETING ADJOURNED to a five-minute recess at 6:43 pm with announced time to reconvene at 6:48 pm. **MEETING RECONVENED** at 6:48 pm.

MEETING ADJOURNED TO EXECUTIVE SESSION at 6:48 pm for discussion regarding consideration of site selection or acquisition of real estate if likelihood that disclosure would increase price per RCW 42.30.110(1)(b) and discussion with District legal counsel about current or potential litigation per RCW 42.30.110(1)(i) with announced time to reconvene at 7:08 pm.

MEETING RECONVENED at 7:08 pm and **ADJOURNED TO EXECUTIVE SESSION** at 7:08 pm for continued discussion of the above items, with announced time to reconvene at 7:13 pm.

MEETING RECONVENED at 7:13 pm and **ADJOURNED TO EXECUTIVE SESSION** at 7:13 pm for continued discussion of the above items, with announced time to reconvene at 7:20 pm.

MEETING RECONVENED at 7:20 pm and **ADJOURNED** at 7:20 pm.

Helen Stone
Dan Hamlin
BAINBRIDGE ISLAND METROPOLITAN
PARK & RECREATION DISTRICT

BY: _____
John Thomas Swolgaard

BY: _____
Dawn Janow

BY: _____
Kenneth R. DeWitt

BY: _____
Jay C. Kinney

ATTEST: _____
Tom Goodlin

DRAFT

Policy Name: Board of Commissioner Policies
Section: 2000 Board
Policy Number: 2100-2610

Purpose: To establish standards under which the Board of Commissioners operate in their role as the governing body of the Park District.

Reference: Applicable RCW's are cited in the paragraphs which follow.

Policy:

2100 Election of Commissioners

The five (5) commissioners of the Bainbridge Island Metropolitan Park & Recreation District shall be elected in accordance with RCW 35.61.050 *Composition of board*.

2110 Term of Office

All Commissioners shall be elected to serve a term of six (6) years per RCW 35.61.050, except elections to fill unexpired terms as set forth in Section 2130. The terms of office of Commissioners shall begin on the first day of January following their respective elections.

2120 Qualifications

In order to be eligible to hold office on the Board of Commissioners, a person must be a citizen of the United States and the State of Washington and be an elector of Bainbridge Island Metro Park & Recreation District.

Current employees of the District are precluded from serving on the Board of Commissioners.

2130 Vacancies

Vacancies on the Board will be filled in accordance with RCW 42.12.

2140 Public Disclosure Law

Each Commissioner or candidate must comply with the provisions of RCW 42.17.240 *Elected and appointed officials, candidates and appointees--Reports of financial affairs and gifts* for public disclosure of financial affairs. Appropriate forms and detailed instructions may be found at the Washington State Public Disclosure Commission web site, www.pdc.wa.gov. The forms may be filed electronically, by mail, or personally.

2150 Reimbursement

Although RCW 35.61.150 *Park Commissioners--Compensation* allows compensation to be paid to Commissioners for time devoted to business of the District, the Commissioners of the Bainbridge Island Metropolitan Park & Recreation District shall not receive compensation for their services to the District, but they may be reimbursed for necessary expenses while attending meetings of the Board or when otherwise engaged on District business.

2160 Statutory Duties of the Board of Commissioners

The Board shall operate under the provisions of RCW 35.61 *Metropolitan park districts*. As a part of the operation it shall also:

1. Elect its officers including a President, Vice-President, Clerk, Treasurer, and At-Large. The Board shall elect such other officers as it may determine it requires.

2. Hold regular meetings at least monthly.
3. Adopt policies governing transaction of Board business, keeping of records, resolutions, transactions, findings and determinations, which shall be of public record.
4. Through the Executive Director, initiate, direct, and administer the District's park and recreation activities, and select and employ such properly qualified employees, as it may deem necessary.
5. Compile and execute a budget on an annual basis.
6. Election of Officers - The Board of Commissioners, at its first January meeting following the beginning of each year, shall elect from among its members a President, Vice-President, Clerk, and Treasurer. The Treasurer shall serve as ex-officio Assistant Clerk. Elections shall be conducted by motion, second, and vote of no less than a quorum of the Board. All terms of office shall run for one year beginning when elected and until the election of a successor. Vacancies in an office arising from any cause may be filled at any regular or special meeting of the Board. The Treasurer of Kitsap County is designated by RCW 35.61.180 *Designation of district treasurer* as the ex-officio Treasurer of the metropolitan park district. The duties of the Board Treasurer shall not conflict with the County Treasurer.

2200 Officers

2210 Duties of Officers

The President shall preside at all public meetings of the Board of Commissioners and shall sign resolutions, contracts, and other instruments on behalf of the Board as authorized unless delegation of such approval authority shall be authorized by the Board. The President works closely with other commissioners and the Executive Director to identify and prioritize agenda topics.

The Vice-President shall, during the absence or disability of the President, exercise all the functions of the President. In addition, the Vice-President shall have such powers and discharge such duties as may be assigned from time to time by the Board of Commissioners.

The Clerk is responsible for ensuring the board's compliance with legal, regulatory, and organizational requirements related to documentation and recordkeeping. While the Executive Director may assign staff to prepare meeting agendas, minutes, resolutions, and other records, the Clerk retains ultimate oversight and accountability for the accuracy, integrity, and safekeeping of these documents. See section 2418 – Minutes and Records of Minutes for more on documentation and recordkeeping.

The Treasurer shall have primary responsibility for reviewing and submitting to the Commissioners for approval all payroll and other expense vouchers submitted by the Executive Director. The Treasurer shall perform such further duties as are incident to the office and as are properly required by the Board.

2300 Committees

The Board may establish standing, ad hoc, and advisory committees for the purpose of assisting the Board of Commissioners in carrying out its responsibilities.

2310 Standing Board Committees

Standing committees as established by the Board are listed below. All standing committees shall have two (2) members. Board members shall be assigned to a committee for staggered two-year terms. It shall be the responsibility of the President to ensure that the proper rotation of members is maintained. Each committee shall determine annually who shall be its chair. Meetings shall be held as deemed necessary by the committee members and reports made to the Board at appropriate intervals. Notice of meetings will be given through normal channels when feasible. In addition to those duties outlined below, a committee may be assigned other duties and responsibilities as directed by the Board and the District's policies.

1. Budget and Finance Committee - Shall have oversight of budget development and perform a regular review of the status of the budget, reporting thereon to the Board. The current and past Treasurer will comprise this committee.
2. Capital Facilities Committee - Shall review proposals for significant changes/additions to the District facilities (e.g., buildings, fields, trails, etc.) and make recommendations for appropriate action to the Board. The Board will nominate and vote on members to comprise this committee.
3. Governance - Shall review Board policies annually with attention to any applicable legislative changes and shall coordinate District activities with other governmental agencies. The current President and Vice-President shall be the members of this committee.
4. Personnel - Shall establish annual performance goals with the Executive Director, conduct a regular review of his/her performance, and make recommendations to the Board regarding the Executive Director's compensation package. Shall serve as a resource to the Executive Director regarding personnel issues. The current President and past President will comprise this committee.
5. Program - Shall review proposals for significant changes/additions to the District programs and make recommendations for appropriate action to the Board. The Board will nominate and vote on members to comprise this committee.

2315 Ad Hoc Board Committees

The Board may appoint, by vote of the board, an Ad Hoc Committee which is a temporary committee with an established start and end date to address specific policies, issues, projects, or topics. All Ad Hoc Committees shall have at least one (1) Board member, or can be a committee of the whole Board, with the committee chair appointed by a vote of the Board. Ad Hoc Committees shall have no more than seven (7), and no fewer than five (5) members, of which staff and/or citizens can be appointed as appropriate. An Ad Hoc Committee may be dissolved through a vote of the Board, or by a sunset provision within the direction provided to the committee. Committees are considered "inactive" until all open positions have been appointed.

2320 Advisory Committees

Advisory Committees shall be established according to operational policy.

2400 Board of Commissioners Meetings

All regular and special meetings of the Board shall be open to the public and news media, and public notice of meetings provided, as required by RCW 42.30 *Open public meetings act*.

2410 Types of Meetings

2411 Regular Meetings

Regular meetings of the Board shall be conducted per RCW 42.30. Regular meetings may be held twice a month on dates as determined by the Board. Both meetings shall be business meetings at which Commissioners may take official action.

Meetings may provide for Board members and key staff to participate virtually when circumstances require their attendance, and they are unable to attend in person.

Public participation may include a virtual view-only option for the public.

Per RCW 42.30.240 upon request for individuals who will have difficulty attending a meeting by reason of disability, limited mobility, or for any other reason that makes physical attendance difficult, the Board shall, when

feasible, provide an opportunity for that individual to provide oral comment at the meeting remotely if oral comments for other members of the public will be accepted at the meeting.

2412 Special Meetings & Work Sessions

A special meeting may be called at any time by the President or by a majority of the Board. A written notice may be delivered personally, by email, or by mail to each member of the Board, to the City of Bainbridge Island designated newspaper of record and posted on the District website at least twenty-four hours in advance of the meeting. The call and notice shall specify the time and place of the special meeting and the business to be transacted. All other conditions of RCW 42.30.080 *Special meetings* shall pertain.

A work session may be called at any time by the President or by a majority of the Board. A written notice will be delivered personally, by email, or by mail to each member of the Board and to the City of Bainbridge Island designated newspaper of record at least twenty-four hours in advance of the meeting. The call and notice shall specify the time and place of the work session and the business to be transacted. A work session shall be limited to discussion of the announced topic, and unlike a special board meeting, no action will be taken.

2413 Executive Session

The Board, in either a regular or a special meeting, in accordance with the provisions of RCW 42.30.080 *Special meetings* and RCW 42.30.110 *Executive sessions*, may hold an executive session to consider matters as defined in RCW 42.30.110 (1). The President shall announce the purpose and time of the session as prescribed in RCW 42.30.110 (2).

2414 Agenda

All regular and special meetings shall be conducted from a written agenda.

The agenda will be prepared by the Executive Director in consultation with the Board President. The agenda and supportive material shall be mailed or delivered in advance to each Board member.

Board members who desire to place any item on the agenda should supply the topic and any backup material to either the Executive Director or the President in time to be included with other meeting materials being mailed or delivered to Board members.

Urgent or emergency matters may be placed on the agenda by the President or the Executive Director, waiving the requirement of advance notice.

Each Commissioner is expected to study agenda materials in advance of meetings so that discussion and board actions may proceed expeditiously.

2415 Quorum

All meetings require at least three (3) Commissioners present throughout the meeting to constitute a quorum.

2416 Rules of Order

All meetings shall follow the stated agenda unless altered by the President.

Robert's Rules of Order, Revised shall be utilized for the conduct of all regular and special meetings of the Board unless superseded by rules set forth in these policies or the RCW's governing conduct of the Board.

Board decisions shall be determined by voice vote. The President may call for the vote by roll call if any uncertainty is present. The President may vote, unless wishing to abstain, as may any member.

Board decisions involving major issues require three (3) positive votes. Major issues are defined as policy adoption, filling a vacant position on the board, personnel actions regarding the Executive Director, and budget resolutions.

2417 Order of Business

Business of a regular meeting shall be conducted in accordance with a published agenda. This agenda shall consist of not less than the following:

Call to Order
Establishment of a Quorum
Conflict of Interest Disclosure
Reading of Mission Statement
Public Comments (per RCW 42.30)
Approval of Minutes
Approval of Vouchers and Payroll
General Business
Staff Report
Board Member Items
Unfinished Business, Committee Reports, Written Communications, Executive Session, and Business from Legal Counsel may also be agenda items as appropriate.

Agenda items requiring resolutions of a policy nature will be placed on the agenda at least twice, once for information only and then again at a subsequent meeting for adoption. Exceptions to this rule are resolutions of an urgent or emergency nature and those of a housekeeping or non-policy nature.

2418 Minutes and Records of Minutes

The Board Clerk shall be responsible for the accurate recording of the proceedings of all regular and special meetings. The performance of this function may be delegated by the Board to the Executive Director. Confidential minutes or notes of executive sessions shall be prepared at the discretion of the President.

Copies of the previous meeting's draft minutes shall be distributed to the Commissioners in advance of the next meeting.

2500 Relationships of the Board

The very nature of the Bainbridge Island Metropolitan Park & Recreation District, as an elected Board of Commissioners for a municipal corporation, necessitates that there be a variety of relationships established among itself, its professional Executive Director of staff and operations, its staff, related community organizations and agencies, interest groups, and other citizens of the Island. The following gives some specific guidelines as to how to ensure that these relationships can be developed and maintained.

The Board has the legal authority to delegate day-to-day administration of the District to its Executive Director, while retaining responsibility for the actions of the Executive Director performed within the scope of his/her authority.

The formulation and adoption of written policies shall constitute a basic method by which the Board shall exercise its leadership in the operation of the District. The development of such policies is recognized as being a primary function of the Board. The study and evaluation of reports concerning the execution of its written policies shall constitute the basic method by which the Board shall exercise its control over the operation of the District. Should an existing policy be determined to be in conflict with newly enacted laws or regulations, including interpretations of law or regulation by a court, the Executive Director will have the authority to suspend enforcement of the policy until the Board has had the opportunity to either modify or repeal the policy. The Executive Director will promptly notify the Board of any actions the Executive Director has taken to suspend a policy.

2505 Conflict of Interest and Appearance of Fairness

Commissioners have a duty to the people they serve to demonstrate high moral and ethical behavior. *See, for example, RCW Title 42 Public officers and agencies, Sections 42.23 Code of ethics for municipal officers - conflict of interest, - and Section 42.52 - Ethics in public services.*

2510 Relationship of Individual Commissioners to the Whole Board

Individually, Commissioners have no legal authority except as they contribute to any action by the entire Board or a legal quorum thereof, which consists of three (3) members. Individual Board members are often contacted by citizens with problems, issues, or suggestions. These should be brought before the entire Board or to the attention of the Executive Director of the District.

2520 Relationship with the Executive Director

Recognizing the need to establish and delineate the responsibilities of the Board and its appointed Executive Director and their staff, the Board acknowledges that:

1. The Executive Director will be solely responsible to the Board for the administration of all units of the District. Except for the purpose of seeking clarification of information provided by a staff member or for inquiry of a general nature, the Board and its members will deal with the administrative officers and employees under the jurisdiction of the Executive Director solely through the Executive Director in order to provide for efficient and effective administration of the District.
2. The Executive Director will supervise and be responsible for the administrative and managerial affairs of the District. They will give general direction regarding personnel matters and will be ultimately responsible for the proper execution of policies and directions set by the Board and for the enforcement of local, state, and federal laws and regulations impacting the District. The Executive Director will keep the Board informed of the conditions and needs of the District and will make reports and recommendations including the modification or deletion of existing policies or the adoption of new policies regarding personnel as the Executive Director may deem desirable or as may be requested by the Board.

2530 Relationship with Park District Staff

Neither the Board nor any member of the Board will give orders to the Executive Director's subordinates or otherwise interfere with the managerial functions through such means as directing or requesting the interviewing, appointment, or removal of any of the Executive Director's subordinates, the making of particular purchases from or contracts with any specific individual or organization, or the granting or denying of any benefit or opportunity not made available to the general public.

2540 General Relationships

It is the policy of the Board to create recreation opportunities that promote community engagement, inclusivity, and active lifestyles. The District's programming will focus on recreational activities to encourage participation, skill building, and enjoyment for all ages and abilities. Programs will emphasize community well-being, social interaction, and lifelong engagement in physical and creative activities rather than competitive outcomes. The District will work collaboratively with local organizations, businesses, and other stakeholders to enhance recreational offerings without duplicating existing community programs. The District shall cultivate partnerships to create complementary opportunities that expand access to recreational and educational resources, fostering a stronger sense of community.

2550 Relationship with Other Agencies

It shall be the policy of the Board to work cooperatively with other public agencies to the mutual benefit of the District, the other agencies, and, foremost, the citizens of Bainbridge Island. The Board may appoint Board member liaison(s) to work with outside agencies at the first meeting in January of each year.

2600 District Policies

All policies of the District shall be available on the District website or upon request may be viewed in the District office. This is the ultimate responsibility of the Clerk but may be delegated to the Executive Director as appropriate. All District policies shall be adopted by resolution of the Board. The definition of "policy statement" shall be that given in RCW 34.05.010 *Administrative law*.

2610 Administrative Rules

The Executive Director shall issue administrative rules and operating procedures for the day-to-day operation of the District.

DRAFT

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

RESOLUTION 2024-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT, KITSAP COUNTY, WASHINGTON, ADOPTING AN AMENDED GENERAL FUND BUDGET FOR THE FISCAL YEAR 2024.

WHEREAS, the Commissioners of the Bainbridge Island Metropolitan Park & Recreation District adopted the General Fund budget for fiscal year 2024 in Resolution 2023-07 on November 16, 2023; and

WHEREAS, the aforementioned 2024 General Fund budget must now be revised due to transfers to the 2024 Capital Improvement Fund budget, an increase in the cost of administrative insurance, expenses related to a stolen vehicle, Park Services operations costs, and costs related to the overlapping executive director positions during the transition period; and

WHEREAS, these revisions are included in the attached amended 2024 General Fund budget,

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, that the General Fund budget for the fiscal year 2024 be amended as indicated above, and that this amended budget is attached hereto as Exhibit "A", and incorporated by reference in its entirety, be and the same are hereby adopted and ratified.

PASSED by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, at a regular meeting thereof held this 19th day of December, 2024 the undersigned commissioners being present.

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

BY: _____
John Thomas Swolgaard

BY: _____
Dawn Janow

BY: _____
Kenneth R. DeWitt

BY: _____
Jay C. Kinney

ATTEST: _____
Tom Goodlin

**BAINBRIDGE ISLAND METRO PARK AND RECREATION DISTRICT
GENERAL FUND**

	Budget 2024	Amended 2024	\$ Difference 2024	% Difference 2024
<u>Revenue</u>				
Tax Revenue Operations	9,007,587.00	9,007,587.00	-	-
Administration	90,111.00	236,111.00	146,000.00	1.62
Park Services	574,300.00	574,300.00	-	-
Recreation	6,477,770.00	6,477,770.00	-	-
Total Revenue	16,149,768.00	16,295,768.00	146,000.00	1.62
<u>Expenses</u>				
Administration	3,209,189.00	3,474,189.00	(265,000.00)	(0.08)
Interfund Transfers	2,751,000.00	3,242,126.00	(491,126.00)	(0.18)
Park Services	3,288,861.00	3,368,861.00	(80,000.00)	(0.02)
Recreation	7,204,295.00	7,204,295.00	-	-
Total Expenses	16,453,345.00	17,289,471.00	(836,126.00)	(0.29)
Excess or (Deficiency) of				
Revenue over Expenditures	(303,577.00)	(993,703.00)	982,126.00	1.91

BAINBRIDGE ISLAND METROPOLITAN PARK AND RECREATION
DISTRICT
AGREEMENT FOR SERVICES

This agreement is entered into the date below written between the BAINBRIDGE ISLAND METROPOLITAN PARK AND RECREATION DISTRICT, a Washington special purpose district (the "District"), and Bureau Veritas, referred to as "*Contractor*" for the project BIMPRD ADA Transition Plan.

- 1) **Services Rendered by *Contractor*:** *Contractor* shall provide the professional services as defined in this Agreement and as necessary to accomplish the Scope of the Services attached as Attachment A and incorporated by this reference. *Contractor* shall furnish all services, labor, and related equipment to conduct and complete the work, except as specifically noted otherwise in this agreement.

- 2) **Terms of Payment:**
 - A) **Payment.** The District shall pay *Contractor* for cost reimbursable services: (check one)
 Hourly, plus actual expenses, in accordance with Attachment A,
 Fixed Sum: a total amount of \$ 79,454.64
 Other: per bid document.

 - B) **Invoicing.** *Contractor* shall submit monthly invoices for services performed in a previous calendar month in a format acceptable to the District. Each project and each task within a project shall be the subject of a separate invoice. *Contractor* shall maintain time and expense records according to industry standards and provide them to the District upon request.

 - C) **Payments to *Contractor*.** All invoices shall be paid by mailing a check within 60-days of receipt of a proper invoice and W-9 form. Checks will be mailed to address indicated on W-9 submitted by *Contractor*.

 - D) **Final Payment.** Final payment of any balances will be made upon completion of the Scope of Service and receipt of all deliverables and all project-related documents and data that are required under this Agreement. Provided, however, in accordance with RCW 39.08.010(3), on contracts of \$150,000 or less, if *Contractor* has so elected, the District may, in lieu of a payment and performance bond, retain 10% of the contract amount for the period of time specified in RCW 39.08.010(3).

E) Satisfaction of Scope of Services. If the services rendered do not meet the requirements of this Agreement, *Contractor* shall timely correct or modify the work to comply with this Agreement. The District may withhold payment for such work until it meets the requirements of the Agreement. Satisfaction of services will be the degree of skill and diligence normally employed by professional engineers and consultants performing the same or similar services.

3) Discrimination and Compliance with Laws:

A) *Contractor* agrees not to discriminate against any employee or any other person in the performance of the Agreement because of race, creed, color, national origin, marital status, sex, age, veteran's status, disability, or other circumstances prohibited under federal state or local laws, except for a bona fide occupational qualification. Violation of this Section 3.A shall be a material breach of this Agreement and grounds for termination or suspension of this Agreement by the District.

B) *Contractor* shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under the Agreement. Violation of this Section 3.B shall be a material breach of this Agreement and grounds for termination or suspension of this Agreement by the District.

C) As a prerequisite to performing work under this Agreement, Contractor shall provide a sworn statement to the District certifying that it has not violated labor laws in the last three years. If Contractor is not able to provide said sworn statement, the District may terminate this Agreement.

D) As a prerequisite to performing work under this Agreement, Contractor shall provide the District with a signed statement certifying its compliance with established criteria to be considered a responsible bidder. If Contractor is not able to provide said statement, the District may terminate this Agreement.

4) Term and Termination of Agreement:

A) This Agreement shall become effective upon execution by both parties and shall continue in full force until, unless sooner terminated by either party pursuant to Section 4.B below.

B) This Agreement may be terminated by either party without cause upon 30 days' written notice, in which event all finished or unfinished documents, reports, data or other material or work pursuant to this Agreement shall be submitted to the District, and *Contractor* shall be entitled to compensation at the rate set forth in Section 2 above for any satisfactory work completed prior to the date of termination.

5) Work Made for Hire:

Any and all work or intellectual property developed in the course of the Scope of Services is a direct result of this Agreement, to the extent applicable shall be deemed a work made for hire, and the District shall be the sole and exclusive holder of any and all right, title and interest in and to said work or intellectual property.

6) General Administration:

A) District Authorization and its Designee. The Director of the District, or his designee, shall be the District's representative and shall oversee and approve all services to be performed, coordinate all communications and review and approve all invoices under this Agreement.

B) Independent Contractor. Contractor's relationship with District is that of an independent contractor. Contractor is free to engage in other independent contracting activities, provided that such activities do not conflict with or interfere with Contractor's duties hereunder. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed. Contractor is in business for itself and is not economically dependent on District. Nothing in this Agreement, or in the business dealings or relationship between the parties, shall be construed to create the relationship of employee and employer, partners or joint ventures. Contractor warrants to District that it will pay all applicable taxes and withholdings, and will make all filings with governmental entities, as required as a result of execution of this Agreement and compensation received by it hereunder. Contractor agrees to defend, indemnify, and hold District harmless from and against any and all claims, actions, penalties, fees, assessments, liabilities and expenses (including reasonable attorney fees) arising out of or relating in way whatsoever to Contractor's breach of the warranty in this Section 6.B

C) Lower Tier Subcontracts. Contractor shall not sublet or assign any of the work covered by this Agreement, except with the prior written approval of the District and in strict compliance with the terms, provisions, and conditions of this Agreement. Contractor will bind in writing all Lower Tier Subcontractors to the provisions of this Agreement.

D) No Additional Relationship or Burden Implied. Neither this Agreement nor any Lower Tier subcontract will create any contractual relationship between any Lower Tier Subcontractor and the District, nor any liability on the part of the District from any Lower Tier Subcontractor.

E) Access to and Retention of Records. Contractor will maintain project and

accounting records for a minimum of six (6) years in accordance with RCW 40.14.070, and make them available for examination by the District upon request. Records will also be made available to the District to fulfill any public record request received by the District. See Section 9 below. If Contractor does not want to retain the project and accounting records for the six (6) year period, Contractor will turn the records over to the District, which will assume responsibility for retaining them for the required length of time.

F) Notice of Delay. The time schedule for the performance of services set forth under this Agreement is based on *Contractor's* anticipation of the orderly and continuous progress of the project. If *Contractor* is delayed in the performance of services by conditions that are beyond its control, *Contractor* shall notify the District in writing of the cause of the delay and the amount of the delay anticipated. Such notice shall be delivered to the District within five (5) days of the time *Contractor* is aware of the delay.

G) Permits, Licenses and Fees: *Contractor* will obtain and pay for all permits and licenses required by law that are associated with *Contractor's* performance of the Scope of Services and will give all necessary notices.

H) The GENERAL CONDITIONS FOR BAINBRIDGE ISLAND METROPOLITAN PARK AND RECREATION DISTRICT PUBLIC WORKS PROJECTS ("General Conditions") are incorporated herein by this reference as if fully set forth herein. If there is a conflict between this Agreement and the General Conditions, the General Conditions control.

7) Insurance: *Contractor* will maintain throughout this Agreement the following insurance and, as a prerequisite to performing work under this Agreement, will submit certificates verifying such to the District:

A) Worker's compensation insurance as required by Washington State.

B) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and damages to property of others arising from the use of motor vehicles, including onsite and offsite operations, and owned, or non-owned or hired vehicles, with \$2,000,000 combined single limits.

C) Comprehensive general liability insurance covering claims for injuries arising out of any negligent act or omission of *Contractor* or of any of its employees, agents, or subcontractors with \$2,000,000 per occurrence/\$4,000,000 aggregate.

If Contractor is not able to provide said insurance certificates, the District may terminate this Agreement.

D) All insurance certificates will state that the insurance carrier will give the District thirty (30) days' advance notice of any cancelation of the policies. Excepting the Worker's Compensation Insurance secured by the *Contractor*, the District will be named on all policies as an additional insured. The District reserves the right to require complete, certified copies of all required insurance policies at any time.

8) Hold Harmless:

A) Contractor shall protect, defend, indemnify and save harmless the District, its officers, employees and agents from any and all costs, claims, judgments, awards of damages, and expenses (including reasonable attorney fees) arising out of or in any way resulting from (i) the negligent acts or omissions, or intentional misconduct, of Contractor, its officers, employees and agents in performing under this Agreement and/or (ii) material breach of this Agreement by Contractor.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability resulting from the concurrent negligence of Contractor and the District, Contractor shall be liable only to the extent of its negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

B) The District shall protect, defend, indemnify and save harmless Contractor, its officers, employees and agents from any and all costs, claims, judgments and awards of damages, and expenses (including reasonable attorney fees) arising out of or in any way resulting from (i) the grossly negligent acts or omissions, or intentional misconduct, of the District, its officers, employees or agents in performing under this Agreement and/or (ii) material breach of this Agreement by the District; provided, that the District shall be liable only to the extent of gross negligence and/or intentional misconduct.

9) Public Records Act

A) This Agreement and all public records associated with this Agreement shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "PRA"). To the extent that public records then in the custody of Contractor are needed for the District to respond to a request under the PRA, as determined by Park District in its sole and absolute discretion, Contractor agrees to make them promptly available to the District; provided, that Contractor shall have the right, under RCW 42.56.540, to seek a court order if it believes a record is exempt from disclosure.

B) The District has no obligation on behalf of Contractor to claim any exemption

from disclosure under the PRA. The District shall not be liable to Contractor for any records that the District releases in compliance with the PRA or an order of a court of competent jurisdiction.

10) General Provisions:

A) Waivers. No waiver by either party of any default by the other party in the performance of any provision of this Agreement will operate as, or be construed as, a waiver of any future default, whether like or different in character.

B) Force Majeure. Neither party to this Agreement will be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect costs resulting from such delays, that may result from labor strikes, riots, war, acts of governmental catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

C) Authorization to Proceed. Execution of this Agreement by the District will be authorization for *Contractor* to proceed with the Scope of Services, subject to any other requirements or prerequisites under this Agreement.

D) No Third- Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than *Contractor* and the District. There are no third-party beneficiaries.

E) Dispute Resolution. In the event of a dispute between the parties arising under or relating in any way whatsoever to this Agreement, the parties shall attempt to resolve it through good faith negotiation. If the dispute is not resolved through such negotiation, the parties shall attempt to resolve it through mediation in Kitsap County, Washington, with a neutral, third-party mediators mutually agreed upon by the parties, with the costs of mediation shared equally by the parties. If the dispute is not resolved through mediation, then upon written demand by one of the parties it shall be referred to an arbitrator mutually agreed upon by the parties. The arbitration process shall be conducted in accordance with RCW 7.04A, except as modified herein. The arbitration hearing shall be held in Kitsap County, Washington. All remedies, legal and equitable, available in court shall also be available in arbitration. The arbitrator's decision shall be final and binding, and judgment may be entered thereon in any court of competent jurisdiction. In any dispute arising out of this Agreement, including arbitration, the substantially prevailing party shall be entitled to recover its reasonable attorney fees and costs from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to conflict of law principles thereof. Venue of any dispute shall lie exclusively in Kitsap County.

F) Contractor may not assign its rights or obligations arising under this Agreement

without the prior written consent of the District.

G) If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement are severable, and the unenforceability of any single provision herein shall not affect the remaining provisions of this Agreement.

H) Those provisions of this Agreement that have or could have effect after termination of this Agreement, which include, without limitation, dispute resolution and indemnification provisions, shall survive termination of this Agreement and be fully applicable and enforceable thereafter.

I) This Agreement represents the entire agreement between the parties, supersedes all prior agreements and understandings, and may be changed only by written amendment executed by both parties. This Agreement may be executed in counterparts, and facsimile and pdf signatures shall be deemed the equivalent of original signatures for all purposes.

11) Attachments and Schedules:

The following attachments and schedules are hereby made a part of this Agreement: Revised v22 - 44 Parks & Recreation Sites, Bainbridge Island, WA - Phased

Accepted for the Bainbridge Island Metropolitan Park and Recreation

District BY: _____

Title: Executive Director

Date: _____

Accepted for *CONTRACTOR*

BY: _____

Title: _____

Date: _____



**BUREAU
VERITAS**

November 27, 2024

Via Email: mattk@biparks.org

Mr. Matthew F. Keough
Senior Planner
Bainbridge Island Metro Parks and Recreation District
11700 Meadowmeer Drive
Bainbridge Island, Washington 98110

RE: REVISED v2 - 44 Parks & Recreation Sites, Bainbridge Island, WA - Phased
Proposal No: 169852.24P

Dear Mr. Keough:

We are pleased to provide Bainbridge Island Metro Parks and Recreation District (hereinafter referred to as “BIMPRD” or “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)

See Site List

Proposed Service(s) & Fee(s)

Service(s)	Fee(s)
ADA Title II Assessment and Transition Plan – Phase I (2024-2025)	\$79,454.64
ADA Title II Assessment and Transition Plan – Phase II	\$49,659.16

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
44	Draft & 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	95% 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.

Documents to be Furnished by Client

In order to facilitate a cursory review of pre-existing documents for each Project, BVTA asks to be furnished with electronic or printed copies of available site information. Such documents may include:

Note: Documents to be reviewed should be provided to BVTA within five (5) business days and not less than one (1) day prior to the onsite. In the event that documents can only be made available at the Site, BVTA will perform a cursory review during the site visit as time permits. If documents are received after the site visit date, or if the volume of documentation is determined by BVTA to be excessive, then the Project may be subject to additional review fees at the rate of \$215.00 per hour. Any additional review fees will be mutually agreed upon by BVTA and the Client at the time of review request and will be authorized using a Change Order.

Terms & Conditions

BVTA will perform its Services subject to the attached "Terms & Conditions", which are incorporated by reference and made a part of this Proposal. Please indicate your acceptance of this Proposal by signing the attached "Project Authorization" page where indicated and return it to BVTA.

Please feel free to contact me at (800) 733-0660 x.7297936 or Leilani.York@bureauveritas.com should you have any questions. BVTA welcomes the opportunity to be of service.

Sincerely,

Bureau Veritas Technical Assessments LLC

Leilani York
Associate Vice President of Sales

Attachments:

Description of Services
Terms & Conditions
Project Authorization



SITE LIST

Asmt Number	Facility Name	SF	Acres	Fee/Site
1	BIRC	53,000		\$ 6,621.22
2	Aaron Ave Tot Lot		0.7	\$ 1,103.54
3	Aquatic Center (incl. teen cntr)	33,000	1.50	\$ 3,310.61
4	Battle Point Park/Fairy Dell		90.00	\$ 4,414.15
5	Camp Yeomalt		3.00	\$ 4,414.15
6	Cave Family Heritage Park		1.00	\$ 2,207.07
7	Eagledale Park		7.00	\$ 4,414.15
8	Fay Bainbridge Park		16.00	\$ 4,414.15
9	Hilltop (Incl Prue's House)		34.8	\$ 4,414.15
10	Madison Ave Tot Lot		0.43	\$ 1,103.54
11	Sands Ave Ballfield		10.00	\$ 2,207.07
12	Seabold Hall		1.00	\$ 2,207.07
13	Strawberry Hill Park		17.64	\$ 6,621.22
14	Sakai Park		22.87	\$ 2,207.07
15	Fort Ward Park/Bakery/Parade Grounds		135.00	\$ 6,621.22
16	Gideon Park		2.41	\$ 2,207.07
17	Hidden Cove Ballfields		7.78	\$ 6,621.22
18	Hidden Cove Park		5.72	
19	Island Center Hall		2.29	\$ 4,414.15
20	Point White Pier		0.69	\$ 1,103.54
21	Pritchard Park		30.00	\$ 2,207.07
22	Schel Chelb Park		1.6	\$ 2,207.07
23	West Part Madison Nature Preserve		12.29	\$ 2,207.07
24	Williams-Olson Park		3.81	\$ 2,207.07
Phase I Sites				\$79,454.64

25	Gazzam Lake Properties		478.00	\$ 4,414.15
26	Grand Forest		240.0	\$ 4,414.15
27	John Nelson Linear Trail		0.80	\$ 1,103.54
28	Lumpkin		4.45	\$ 2,207.07
29	Manitou Beach Tidelands/Uplands		0.90	\$ 1,103.54
30	Meigs Park (1st & 2nd acquisitions)		97.09	\$ 4,414.15
31	Moritani Preserve		8.58	\$ 2,207.07
32	Nute's Pond		31.8	\$ 4,414.15
33	Red Pine Park		0.48	\$ 1,103.54
34	Rockaway Beach		0.52	\$ 1,103.54
35	Rotary Centennial Park		0.75	\$ 2,207.07
36	Rotary Park		9.60	\$ 2,207.07



BUREAU VERITAS understands that it will provide consulting services to ensure Bainbridge Island Metro Parks and Recreation District (“BIMPRD” or “Client”) complies with all aspects of the Americans with Disabilities Act (ADA), the Federal ADA Accessibility Guidelines (ADAAG), American Barriers Act (ABA), the Washington 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 Washington, 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. The BIMPRD may require a phased schedule for achieving compliance with the American with Disabilities Act Self Evaluation, which includes a Transition Plan.

EXPERIENCE WITH STANDARDS AND GUIDELINES

BUREAU VERITAS has extensive experience and expertise with ADA Accessibility Standards, Public Rights-of-Way Accessibility Guidelines, and the Washington 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 CLIENT 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 BIMPRD (“Client”) complies with all aspects of the Americans with Disabilities Act (ADA), the State of Washington, and local accessibility regulations with regards to its public buildings, programs, and services.

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

- ADA Self Evaluation
 - Physical Assessment of Facilities and Sites
 - Accessibility Transition Plan
- Program Access and Policy Review
- Public Outreach Meetings (1)

The BIMPRD has requested services for:

- Forty-four (44) recreation facilities: public parks
- Client has prioritized parks based on need. See site list. Project will be phased over 2 years.

BUREAU VERITAS has based our pricing on the recommended scope level - **Comprehensive Assessment**. If Client is interested in exploring other levels of ADA assessment, we can formulate a strategy and adjust fees. Below are examples of scope types:

- **Comprehensive Scope** – assessment of elements which are subject to accessibility regulation within all areas of the campus.

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 Client 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 Client.
- Deliver draft and final reports per protocol established by the Client.
- Maintain the electronic database the Client 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 Client 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

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

- Roles and lines of communication between and within both the Client 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 Client 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 client'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 Client requests.
- Facility mapping.

Field schedules and facility management interviews will be conducted once the schedule is approved by the Client. 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 Client 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 Client'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 Client's programs as defined by the DOJ will be evaluated through discussions with Client 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 Client 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 Client's request for a proposal. As such, BUREAU VERITAS has limited the review of said programs and communications to eighty (60) man hours. BUREAU VERITAS will work with the Client to prioritize the review to 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 Client 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 with 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 Client'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 Client in providing the most economically viable improvements for its users. The results of the initial public outreach and the advice of the Client’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 Client to post notice of the public meeting on the Client website.

Examples of survey results from public sessions are included on the next page.

PUBLIC SURVEY RESULTS FOR PUBLIC BUILDINGS					
FEATURE	% OF RESPONDENTS WHO RATED FEATURE NO. 1	% OF RESPONDENTS WHO RATED FEATURE NO. 2	% OF RESPONDENTS WHO RATED FEATURE NO. 3	% OF RESPONDENTS WHO RATED FEATURE NO. 4	% OF RESPONDENTS WHO RATED FEATURE NO. 5
Public Restrooms	60%	0%	40%	0%	0%
Accessible Seating	20%	30%	20%	20%	0%
Accessible Routes	20%	30%	10%	20%	20%
Entrances / Doorways	0%	10%	20%	40%	30%
Parking Accommodations	0%	10%	10%	40%	40%

Note: Highest percentages are highlighted. Percentages are rounded numbers.

PUBLIC SURVEY RESULTS FOR SITE AMENITIES						
FEATURE	% OF RESPONDENTS WHO RATED FEATURE NO. 1	% OF RESPONDENTS WHO RATED FEATURE NO. 2	% OF RESPONDENTS WHO RATED FEATURE NO. 3	% OF RESPONDENTS WHO RATED FEATURE NO. 4	% OF RESPONDENTS WHO RATED FEATURE NO. 5	% OF RESPONDENTS WHO RATED FEATURE NO. 6
Parking	55%	0%	22%	11%	11%	0%
Public Restrooms	22%	44%	0%	22%	11%	0%
Accessible Pavilions / Seating	11%	33%	22%	33%	0%	0%
Park Trails / Accessible	11%	11%	11%	11%	33%	22%
Access to Sporting Fields - Basketball, Soccer, Softball	0%	11%	11%	11%	22%	33%
Recreation Amenities	0%	0%	33%	11%	22%	44%

Note: Highest percentages are highlighted. Percentages are rounded numbers.

FACILITY ASSESSMENTS



An experience accessibility field observer will visit each property to observe the general condition of the facility interior and exterior improvements, review available documents in order to familiarize themselves with each facility'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, 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 Client 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 Client 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 Washington 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 Client 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 for restrooms follows:

WHEELCHAIR STALLS	YES	NO	N/A	NOTES	Regulatory Section
Is there 48" min. from the door side of compartment to any wall or obstruction when approach to compartment is parallel approach to the latch side of the door? Measurement must be made perpendicular to compartment door when fully closed from outside of door to obstruction outside compartment.					
Does door have door pulls on both sides of door near the latch?					



WHEELCHAIR STALLS	YES	NO	N/A	NOTES	Regulatory Section
Is centerline of water closet 17" min. to 18" maximum from side wall?					

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 Client. 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
- 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 Client, BUREAU VERITAS will discuss these solutions in advance with Client 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 Client.

PRIORITY RANKING AND CLASSIFICATION

The analysis will include all barriers to be ranked by Priority Classes. The five 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: 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.

TRANSITION PLAN

The field assessment data and costs, programs assessment, 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 Client 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 Client’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 Client 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 Client’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 Client to post notice of the public meeting on the Client 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 Client. 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 Client 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 Client.

DELIVERABLES

The deliverables are:

- Facility ADA Assessments- individual facility reports
- Program Access and Policy Review
- Public Outreach Meetings (1) 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.

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 CLIENT 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 Client 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 one year. 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 Client 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 one (1) year with unlimited users. If the Client wishes to use the software after the initial year, the annual license fee will be \$1,500.

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's 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 Client 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 Client. 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 Client 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 Client 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 Client 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.

Observation Input/ Barrier Detail Screen

Bayview Park > Accessibility Observations	
<input type="button" value="Save"/> <input type="button" value="Cancel"/>	
Assembly:	<input type="text" value="Baseball/Softball Field"/>
Type:	<input type="text" value="Bleacher Seating"/>
ADAAG#:	<input type="text" value="221; 802.2; 802.3"/>
Detail:	<input type="text" value="The required number of wheelchair spaces is not provided at the bleacher seating for the ballfield."/>
Area:	<input type="text" value="Baseball/ Softball Fields"/>
Location:	<input type="text" value="Baseball/Softball Field"/>
Observed:	<input type="text" value="5/26/2011"/> by <input type="text" value="BAHamrick"/> (use MM/DD/YYYY for the date)
Resolution:	<input 33"="" 48"="" 80"="" a="" accessible="" adjoin="" an="" are="" be="" can="" deep="" each="" entered="" from="" front="" minimum.="" more="" not="" only="" or="" overlap"="" provided,="" rear,="" route.="" routes="" shall="" side,="" space="" spaces="" the="" two="" type="text" value="Provide wheelchair spaces at the bleacher seating to comply with Table 221.2.1.1. Provide at least one wheelchair space per side. Wheelchair spaces shall not have slopes steeper than 1:48. A single wheelchair space shall be 36" wheelchair="" where="" wide=""/>
Site Conditions:	<input type="text" value="Two sets of bleachers are provided at the playing field; however wheelchair spaces are not provided."/>
Quantity:	<input type="text" value="40"/> <input type="text" value="SF"/>
Unit Cost:	<input type="text" value="\$ 4.37"/>
Total:	
Priority:	<input type="text" value="- 4 -"/>
Photos:	
 <p>View full size Delete Make Default Photo</p>	 <p>View full size Delete Make Default Photo</p>
	<input type="button" value="Browse..."/> <input type="button" value="Browse..."/> <input type="button" value="Browse..."/> <input type="button" value="Browse..."/>

Interactive GPS map with numbered icons

Icon	Address	Building	Description	Latitude	Longitude
1	17291	BUILDING 1	The parking space is less than 96" wide.	42.253865	-71.027726
2	17306	BUILDING 1	The access aisle is less than 60" wide	42.253774	-71.027597
4	17308	BUILDING 1	MASSACHUSETTS: Signage is not provided at the van accessible space.	42.253771	-71.027575
7	17311	BUILDING 1	The access aisle does not adjoin an accessible route.	42.253868	-71.027694
8	17312	BUILDING 1	The access aisle does not adjoin an accessible route.	42.253692	-71.027635

Work Completed/Verified Report

Marian Road - Sitework - General (Marian Rd.)											
Obs#	Observation	Location	UFAS Ref#	Qty	Unit	Unit Cost	Total	Reported Complete	Verified	Verification Comments	
3-8	ADA - Parking stalls and access aisles require re-leveling to meet UFAS guideline	Front of building	4.7.5: 4.6	1	ea	\$3,998	\$3,998	<input type="checkbox"/>	<input type="checkbox"/>		
9-10	ADA-Install new curb cut (concrete sidewalk)	Front of building	4.7.5	1	ea	\$1,561	\$1,561	<input type="checkbox"/>	<input type="checkbox"/>		
1	ADA-Submit waiver to HUD for variance			1	ls	\$0	\$0	<input type="checkbox"/>	<input type="checkbox"/>		
2	ADA-Submit waiver to HUD for variance	The concrete sidewalk is on the East front side of the property and runs straight up the hill to the exterior parking of the building.	4.3.8: 4.5.2: 4.3.2(1).	1	ls	\$0	\$0	<input type="checkbox"/>	<input type="checkbox"/>		
12	Replace damaged concrete	The sidewalk is located off of the third floor solarium in the outside sitting area.	4.5.2	8	lf	\$496	\$3,968	<input type="checkbox"/>	<input type="checkbox"/>		
Sitework Percent Reported Complete/Verified:								0.00 %	0.00 %		
Sitework Total:								\$9,527			
Marian Road Percent Reported Complete/Verified:								0.00 %	0.00 %		
Marian Road Grand Total:								\$9,527			

ADA COST ESTIMATING

The ADA AssetCALC™ cost estimating database is based on both Whitestone Research and 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 Whitestone Research and 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, similar to the ones detailed in the table below, will be provided for each facility/site.

ADA AssetCALC Summary Cost Table

<u>Barrier ID</u>	<u>Type</u>	<u>Barrier Priority</u>	<u>Detail</u>	<u>GPS Lat/ Long</u>	<u>Location Desc</u>	<u>Ref. #</u>	<u>Quantity</u>	<u>Cost</u>	<u>Unit</u>	<u>Total</u>
59893	Building Entrance-Doors	1	The maneuvering clearance at the entry door is not compliant.	34.603538 - 118.153558	Main building entrance		1	1750	EA	\$1,750
59867	Bathrooms/ Bathing Rooms/Showers Rooms-Signage	3	The women's restroom does not have compliant signage at the door.		Women's public restroom		1	110	EA	\$ 110

Terms & Conditions

1. **Billings, Payment and Credit.** The Client shall pay Bureau Veritas Technical Assessments LLC for the Services performed in accordance with the prices set forth in the Proposal. Invoices shall be submitted in accordance with the Proposal. Payment of the Bureau Veritas Technical Assessments LLC invoices shall be the primary, absolute and non-contingent obligation of the Client, and shall not be conditioned upon the closing of a loan transaction or any other event. Upon receipt of the initial report deliverable(s), the invoice is fully collectible. If Bureau Veritas Technical Assessments LLC does not receive payment in full within thirty (30) calendar days of the date of the invoice, the account shall be deemed delinquent. Unpaid delinquent balances shall bear interest from the invoice date at one and one-half percent (1.5%) per month, or at the maximum lawful interest rate (whichever rate is less). If a delinquency occurs, Bureau Veritas Technical Assessments LLC may, at its option (and without relieving the Client from its payment obligation), revoke and disclaim the Client's right to rely on any report delivered pursuant to the Proposal, until payment in full is made.

The Client shall be liable to Bureau Veritas Technical Assessments LLC for all costs and expenses of collection, including reasonable attorney and paralegal fees, and court costs. Time is of the essence with respect to this provision. Bureau Veritas Technical Assessments LLC's non-exercise of any rights or remedies, whether specified herein or as otherwise provided by law, shall not be deemed a waiver of any rights or remedies, nor preclude Bureau Veritas Technical Assessments LLC from the future exercise of such rights or remedies. If a third party is accepting a Proposal as agent for the Client, such third party represents and warrants to Bureau Veritas Technical Assessments LLC that it is duly authorized to bind the Client to the terms of the Proposal and guarantees payment for services.
2. **Right of Entry; Force Majeure.** The Client shall arrange for the right of entry to the subject property ("Site") by Bureau Veritas Technical Assessments LLC, its agents, employees, consultants, contractors and subcontractors, for the purpose of performing all acts as may be reasonably necessary to perform the Services within the agreed scope of work. Bureau Veritas Technical Assessments LLC may require that an authorized knowledgeable representative of the owner be present at the Site as a condition to the performance of the Services and may require that site personnel operate major building systems and equipment at the time the Services are performed. Bureau Veritas Technical Assessments LLC's ability to comply with the schedule for performance described in the Proposal is contingent upon timely Site access. Bureau Veritas Technical Assessments LLC shall not be responsible for damages or delays in performance caused by force majeure, acts of God, events beyond the control of Bureau Veritas Technical Assessments LLC, or events that could not have been reasonably foreseen and prevented.
3. **Documents; Samples.** All field notes, calculations, estimates and other documents, data or information prepared by or on behalf of Bureau Veritas Technical Assessments LLC in connection with the performance of its Service (collectively, "Documents"), shall remain the sole property of Bureau Veritas Technical Assessments LLC. All Documents prepared by Bureau Veritas Technical Assessments LLC for the Client with respect to any Site shall be used solely for the intended purposes described in the Proposal, and solely with respect to the subject Site. Unless otherwise agreed, Bureau Veritas Technical Assessments LLC shall retain all Documents for three (3) years following submission of Bureau Veritas Technical Assessments LLC's report to the Client. In its sole discretion and without prior notice to the Client, Bureau Veritas Technical Assessments LLC may dispose of all field samples within thirty (30) calendar days after submission of Bureau Veritas Technical Assessments LLC's report to the Client.
4. **Matters Known to Client.** The Client, itself or through the site owner, shall provide Bureau Veritas Technical Assessments LLC with any and all information known to the Client, or suspected by the Client, which pertains to: (a) the existence or possible existence at, on, under or in the vicinity of the Site, of any hazardous materials, pollutants, lead-based paint, radon or asbestos; (b) any conditions at, on, under or in the vicinity of the Site, which might represent a potential safety hazard or danger to human health or the environment; (c) any permit, manifest, title record, or other record of compliance or non-compliance with any federal, state or local laws, or court or administrative order or decrees; (d) known or suspected deficiencies or adverse conditions associated with structures or other physical improvements on Site; or (e) modifications or changes from the original plans and specifications of Site improvements which could affect the recommendations or conclusions reached by Bureau Veritas Technical Assessments LLC in the performance of its Services.
5. **Preliminary Findings.** Preliminary findings (often referred to as verbals) can be provided to the client in order to quickly apprise them of **preliminary** data obtained as a result of Bureau Veritas Technical Assessments LLC's visual observations at the project site. They are not intended to be exhaustive or conclusive or to substitute for the final written report; as they do not include the information obtained from a number of other equally important and necessary elements of the complete assessment report. Bureau Veritas Technical Assessments LLC recommends against making any decisions based upon such limited, preliminary, verbal results.
6. **WARRANTIES AND INDEMNIFICATION.** In performing the Services, Bureau Veritas Technical Assessments LLC shall exercise the degree of skill and care ordinarily exercised by consultants in the same community and in the same time frame providing similar services for projects of comparable size, complexity, schedule and other characteristics of the Project (the "Standard of Care"). **EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, BUREAU VERITAS TECHNICAL ASSESSMENTS LLC MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY OF ITS ORAL OR WRITTEN REPORTS. CLIENT ACKNOWLEDGES AND AGREES THAT (I) THE SERVICES MAY REQUIRE JUDGMENTS TO BE MADE BY BUREAU VERITAS TECHNICAL ASSESSMENTS LLC THAT ARE BASED UPON LIMITED DATA RATHER THAN UPON SCIENTIFIC CERTAINTIES; (II) BUREAU VERITAS TECHNICAL ASSESSMENTS LLC'S APPROACH, RECOMMENDATIONS, AND ASSOCIATED COST ESTIMATES, IF ANY, ARE BASED ON INDUSTRY PRACTICES AND AVERAGES; (III) PROFESSIONAL OPINIONS ARE RENDERED WITH RESPECT TO OBSERVATIONS MADE AND DATA OBTAINED AT THE TIME OF ASSESSMENT; AND (IV) ULTIMATE OUTCOMES COULD BE INCONSISTENT WITH THE CONCLUSIONS, RESULTS AND PROJECTIONS OF BUREAU VERITAS TECHNICAL ASSESSMENTS LLC. ALL INFORMATION REGARDING OPERATIONS, PLANS, SPECIFICATIONS, CONDITIONS OR TEST DATA WHICH IS PROVIDED TO BUREAU VERITAS TECHNICAL ASSESSMENTS LLC BY CLIENT, OWNERS OR THIRD PARTIES (INCLUDING WITHOUT LIMITATION, ANY POINT OF CONTACT AT THE SITE), IS DEEMED BY BUREAU VERITAS TECHNICAL ASSESSMENTS LLC TO BE CORRECT AND COMPLETE WITHOUT INDEPENDENT VERIFICATION BY BUREAU VERITAS TECHNICAL ASSESSMENTS LLC. BUREAU VERITAS TECHNICAL ASSESSMENTS LLC ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF SUCH INFORMATION AND SHALL NOT BE LIABLE IF RELIANCE ON SUCH INFORMATION RESULTS IN INCORRECT CONCLUSIONS OR RESULTS. CLIENT SHALL RELEASE BUREAU VERITAS TECHNICAL ASSESSMENTS LLC FROM ANY AND ALL LIABILITIES, LOSSES, COSTS, DAMAGES, CLAIMS, OBLIGATIONS, FEES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES"), IF RELYING ON SUCH INFORMATION RESULTS IN INCORRECT CONCLUSIONS OR RESULTS.**
7. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL BUREAU VERITAS TECHNICAL ASSESSMENTS LLC BE LIABLE FOR LATENT

OR HIDDEN CONDITIONS, CONDITIONS NOT ACTUALLY OBSERVED BY BUREAU VERITAS TECHNICAL ASSESSMENTS LLC WITHIN THE LIMITED SCOPE OF WORK, THE POTENTIAL CONSEQUENCES OF OBSERVABLE CONDITIONS, CONDITIONS OF WHICH CLIENT HAD KNOWLEDGE OF AT THE TIME OF THE ASSESSMENT, OR ANY UNAUTHORIZED ASSIGNMENT OF OR RELIANCE UPON THE REPORTS. THE LIABILITY OF BUREAU VERITAS TECHNICAL ASSESSMENTS LLC, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT OR TO ANY THIRD PARTY, INCLUDING ANY COMPANY AFFILIATED WITH SUCH PARTIES, OR ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, SUBCONTRACTOR, SUCCESSOR, OR ASSIGN OF SUCH PARTIES, FOR ANY LOSSES, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), RELATED TO THE SERVICES, THE AGREEMENT OR OTHERWISE, SHALL NOT EXCEED AN AGGREGATE OF \$25,000.00 PER PROJECT. IN NO EVENT SHALL BUREAU VERITAS TECHNICAL ASSESSMENTS LLC BE LIABLE TO CLIENT FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING FROM OR IN ANY WAY CONNECTED WITH ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THE AGREEMENT, EVEN IF THE AFFECTED PARTY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

8. **WAIVER OF JURY TRIAL.** THE CLIENT AND BUREAU VERITAS TECHNICAL ASSESSMENTS LLC HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES OR THIS AGREEMENT.
9. **RELIANCE AND ASSIGNMENT.** BUREAU VERITAS TECHNICAL ASSESSMENTS LLC'S WRITTEN REPORT SHALL CONTAIN BUREAU VERITAS TECHNICAL ASSESSMENTS LLC'S STANDARD RELIANCE LANGUAGE UNLESS ALTERNATE LANGUAGE HAS BEEN PRE-APPROVED BY THE CLIENT AND BUREAU VERITAS TECHNICAL ASSESSMENTS LLC. IF NO PRE-APPROVED ALTERNATE LANGUAGE EXISTS, THE SERVICES, THE REPORTS AND OTHER RELATED WORK PRODUCT PROVIDED BY BUREAU VERITAS TECHNICAL ASSESSMENTS LLC MAY BE RELIED UPON BY THE CLIENT, ITS SUCCESSORS AND ASSIGNS WITH RESPECT TO A LOAN SECURED BY THE SUBJECT PROPERTY, AND ANY RATING AGENCY RATING, OR ANY ISSUER OR PURCHASER OF, ANY SECURITY COLLATERALIZED OR OTHERWISE BACKED BY SUCH LOAN. NO OTHER PERSON OR ENTITY MAY RELY ON THE REPORT WITHOUT THE ADVANCE WRITTEN CONSENT OF BUREAU VERITAS TECHNICAL ASSESSMENTS LLC, AND NO OTHER THIRD-PARTY BENEFICIARIES ARE INTENDED. EXCEPT AS DESCRIBED ABOVE, THE CLIENT SHALL NOT ASSIGN THE PROPOSAL, ANY REPORT OR ANY RELATED WORK PRODUCT, WITHOUT THE PRIOR WRITTEN CONSENT OF BUREAU VERITAS TECHNICAL ASSESSMENTS LLC. ANY UNAUTHORIZED REUSE OR REDISTRIBUTION OF BUREAU VERITAS TECHNICAL ASSESSMENTS LLC'S WORK PRODUCT OR REPORTS SHALL BE AT THE CLIENT'S AND RECIPIENT'S SOLE RISK, WITHOUT LIABILITY TO BUREAU VERITAS TECHNICAL ASSESSMENTS LLC. CLIENT WILL HOLD BUREAU VERITAS TECHNICAL ASSESSMENTS LLC HARMLESS FROM ANY AND ALL LIABILITY, OBLIGATION, COST AND EXPENSE ARISING FROM OR RELATED TO ANY UNAUTHORIZED DISTRIBUTION OR USE BY CLIENT OF BUREAU VERITAS TECHNICAL ASSESSMENTS LLC'S WORK PRODUCT OR REPORTS. BUREAU VERITAS TECHNICAL ASSESSMENTS LLC SHALL NOT ASSIGN ITS OBLIGATIONS UNDER THE PROPOSAL; HOWEVER, BUREAU VERITAS TECHNICAL ASSESSMENTS LLC MAY EMPLOY, BY SUBCONTRACT, SUITABLY TRAINED PERSONS OR ENTITIES ACCEPTABLE TO BUREAU VERITAS TECHNICAL ASSESSMENTS LLC TO PERFORM THE SERVICES.
10. **Confidentiality.** Bureau Veritas Technical Assessments LLC shall not disclose information regarding the Proposal, the Services or any Documents, except to the Client, employees, consultants, subcontractors, or other persons engaged by Bureau Veritas Technical Assessments LLC to perform the Services, third parties designated by the Client (subject to the reliance limitations described herein), or as required by law. Notwithstanding the terms of this Section, Bureau Veritas Technical Assessments LLC shall comply with all judicial orders, government directives, and laws, regulations and ordinances, regarding the reporting to appropriate public agencies of potential dangers to public health, safety or the environment.
11. **Miscellaneous.** Bureau Veritas Technical Assessments LLC is an independent contractor of Client, and not Client's agent, employee or partner. The Agreement shall be governed by the laws of the State of Maryland and the parties irrevocably consent to the jurisdiction of the courts of the State of Maryland and of the United States District Court for the District of Maryland, if a basis for federal jurisdiction exists. In the event a dispute relating to an Bureau Veritas Technical Assessments LLC report results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred by Bureau Veritas Technical Assessments LLC in the defense of the claim, including reasonable attorney's fees. Each provision of the Agreement shall be considered separable, and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not affect those portions of this Agreement that are valid. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the Services to be provided pursuant to this Agreement. The provisions of the Agreement may only be modified by a written instrument signed by an authorized representative of each party.

