



TOWN OF NATICK MASSACHUSETTS

TO: Natick Select Board
James Errickson, Town Administrator
Jon Marshall, Deputy Town Administrator - Operations

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: March 6, 2023

SUBJECT: CONTRACT AWARD
ADA Self-Evaluation and Transition Plan for the Town of Natick

Informal, non-written pricing reveals that Institute for Human Centered Design, 560 Harrison Avenue, Unit 401, Boston, MA 02118 (the "Institute for Human Centered Design") is the ideally competitive firm to perform an Americans with Disabilities Act (ADA) self-evaluation and transition plan for the Town of Natick.

State statute exempts the procurement of these types of additional professional planning services from the Uniform Procurement Act, M.G.L. c. 30B. See M.G.L. c. 30B, §1(b) (32A), which exempts the services of architects, engineers, and related professionals. (Parenthetically, the Designer Selection Law, M.G.L. c. 7C, §§44 *et seq.*, does not apply, since no vertical structure is implicated.) Essentially, therefore, there is no statutorily-prescribed procurement process that would govern.

Institute for Human Centered Design is a responsible and responsive firm and has offered what the Administration considers to be a reasonable sum for the purposes.

We respectfully request that Natick Select Board award Institute for Human Centered Design the attached to perform the services outlined in Attachment A-1 to the Contract, as, for the hourly rates specified therein. The total present revised price cap, as amended, will be \$91,546.00

The funding to cover this comes from the following sources:

Account information 31612023-528800 (\$91,546.00).

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an ADA Self-Evaluation and Transition Plan

This Contract is made this twenty-second day of March, 2023, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Select Board (hereinafter the “Town of Natick,” or “the Town”) and Institute for Human Centered Design, 560 Harrison Avenue, Suite 401, Boston, MA 02118 (hereinafter the “Contractor”).

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts for the services outlined in Section 1, below (Scope of Services), if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

The Contractor shall provide services for an Americans with Disabilities Act (ADA) self-evaluation and transition plan for the Town of Natick, as provided in Attachment A-1 hereto.

2. Standard of Care

The Contractor shall exercise due care and diligence in the rendition of all services under this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor’s services shall be performed as expeditiously as is consistent with such standards, with professional skill and care, and with the orderly progress of the work.

3. Term

The term of this Contract shall commence as of the execution date of this Contract and shall end one year later. At the sole discretion of the Town, this Contract may be extended for one (1) or two (2) additional one (1)-year terms. Time is of the essence in the performance of services rendered by the Contractor under this Contract.

4. Order of Priority of Contract Documents

In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract/

5. Payment

In consideration for performance of the work in accordance with the requirements of this Contract, the Town shall pay the Contractor, at the rates specified in

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Attachment A-1, with a fee not to exceed amount of ninety-one thousand five hundred forty-six dollars and zero cents (\$91,546.00).

This Contract is a fixed price/fixed rate contract; and, therefore, miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

Payment will be due thirty (30) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within thirty (30) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those provided in Attachment A-1, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Natick, Massachusetts and its officers, employees, boards, commissions, committees, agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or a ratification by the Town of any breach hereof by the Contractor.

6. Warranty

DELETED – NOT APPLICABLE.

7. Compliance with Laws

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The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Successful Proposer shall comply with the applicable provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws (M.G.L.), as amended, and with all applicable minimum prevailing wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. Insurance

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.
- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Professional Liability Insurance (Including Errors and Omissions) - \$1,000,000 each occurrence and \$1,000,000 aggregate limit. If written on a claims made basis, the effective period shall extend for a term of six (6) years after the end of this Contract.
- e. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.

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- f. The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
 - g. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”
 - h. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
 - i. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.
 - j. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best’s rating of A or better.
 - k. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
9. Indemnification

The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the

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Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

DELETED – NOT APPLICABLE.

13. Labor and Materials Payment Bond

DELETED – NOT APPLICABLE.

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14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Town of Natick and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, including, without limitation, salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled and/or mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town of Natick property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives are prohibited from smoking tobacco products, or any non-tobacco products designed to be combusted or inhaled, in any public building in the Town of Natick.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/*Force Majeure*

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Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town of Natick shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30)

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days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services, together with incidental and consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to the Town: James Errickson,
 Town Administrator
 Natick Town Hall
 13 East Central Street
 Natick, MA 01760

With copies to: Karis L North, Esq.
 Office of the Town Counsel
 Murphy, Hesse, Toomey & Lehane, LLP
 300 Crown Colony Drive, Suite 410
 Quincy, MA 02169

If to the Contractor: President
 Institute for Human Centered Design
 560 Harrison Avenue
 Unit 401
 Boston, MA 02118.

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21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.
- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its entry was made and submitted in good faith and without

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collusion or fraud with any person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents, subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.
- k. Prevailing wage rates shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained**

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herein shall control.

- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract. When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.
- r. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- s. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- t. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- u. This Contract is executed in triplicate as a sealed instrument.

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**Town of Natick, Massachusetts
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The Town of Natick, Massachusetts

Institute for Human Centered Design

By: The Natick Select Board

By:

Paul R. Joseph, Chair

Signature

Michael J. Hickey, Jr., Vice Chair

Printed Name

Bruce T. Evans, Clerk

Printed Title

Kathryn M. Coughlin

Richard Sidney

Dated: _____

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

This is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Select Board is authorized to execute this Contract and to approve all requisitions and execute change orders.

Michelle L. Laramée
Comptroller, Town of Natick

Dated: _____

APPROVED AS TO FORM ONLY, AND NOT AS TO SUBSTANCE:

Karis L. North, Esq.
Office of the Town Counsel

Dated: _____

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CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of
_____ (Title)
(Corporation Name)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 20 ____, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either
_____, _____;
(Name) (Title)
_____, _____; or
(Name) (Title)
_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the ____ day of _____, 20__ and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

The certification contained hereabove shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

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Attachment A-1
Scope of Services

The Contractor shall provide services for an Accessibility Needs Survey for the Town of Natick, as taken from the Contractor's Proposal:

“Project Approach

The appeal of working with municipalities

Doing ADA Self-Evaluations and ADA Transition Plans is one of IHCD's core consulting services. Doing that work with cities and towns is attractive because it impacts a sizeable cross-section of a population. We (the Institute for Human Centered Design) have had an excellent experience with municipalities that made a serious commitment to build expertise through the process and who use the information generated from the consultation as a tool for action, not just to minimize a liability concern.

Client participation in the project

IHCD's identity is tied to participation and engagement. We commonly work with the municipal ADA Coordinator, members of Disability Commissions, as often as possible with Elder Affairs and Aging Commissions if there are standing Commissions, and always with municipal department heads. We welcome the direct participation of municipal staff and members of Commissions. We have consistently found people to be helpful, candid and eager to learn. The process is often a means by which people with disabilities can learn about the specifics of municipal responsibilities, the limits of the law and where there may be opportunities for advocacy beyond compliance.

Flexibility

IHCD knows that the course of a scope of work might shift once it is underway and priorities are assessed. Our goal is to meet the client's needs and we are happy to collaborate in making adjustments or responding to changed priorities.

We can also include a line item in the budget for hourly consultation in order for opportunities for quick engagement to occur within a scope like an ADA Transition Plan if interested. That is likely to be for plan review if a client has building or park or public rights of way capital projects underway. A timely review catches problems and ensures that client's capital investments align with the goals of the ADA Self-Evaluation and Transition Plan. IHCD is also always happy to share informally on issues pertinent to our clients during a project but also retains long connections to our clients providing informal information and support.

Training/building capacity

IHCD believes that there remains a great need in local government to understand responsibilities under the ADA. It isn't easy. Understanding the core requirement for ADA Title II entities to “program accessibility” can be baffling. How do you assess the

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circumstances in which capital investment is needed in order to meet the responsibilities for equal access to programs, services and activities? When is it appropriate to move a program or activity? What constitutes a unique set of functions that requires that a building be brought into compliance? How do you prioritize corrective actions when you have a comprehensive set of information about the current situation? Our collaborative process of cross-walking all of the data gathered in the ADA Self-Evaluation process – both programs and built environment – results in a prioritized and sequenced planning and budgeting tool – in Excel – that makes the implementation strategy clear to all.

Multi-disciplinary teams

The Institute for Human Centered Design (IHCD) believes that a mix of disciplines is the best way to ensure a quality deliverable. For each project, IHCD organizes a multi-disciplinary team of both regular and consulting staff aligned with the scope of work.

In a typical scope of work for a Title II ADA Transition Plan, that would include management by architectural designers with a mix of staff and interns on teams. If the client scope warrants it, IHCD has landscape architects, accessible public realm experts, one of the nation's premier engineers' expert in accessibility who is also a person with a disability, and digital accessibility technical staff. In addition, the IHCD team includes nationally respected trainers in accessibility and civil rights for people with disabilities. Approximately half of IHCD's team of professional and supporting staff includes people with personal experience of disability.

Detailed Scope of Services

Task 1: Community Engagement

Ideally, the entire consultation would begin with a kickoff meeting that could be convened by the Town/City Manager, ADA Coordinator, Town/City Planner and/or the person designated as Project Manager and attended by Department heads. The kickoff could also be co-hosted by the Disability Commission and Council on Aging but they are at least represented in the meeting. The kickoff meeting would include an overview presentation on Title II of the ADA and the specific activities that will be undertaken by IHCD for the Town. IHCD will also provide information on local demographics of disability in the immediate area and links to general resources such as a Glossary of ADA terms. A link to the digital Self-Assessment Survey Forms will be shared with Department heads or designees at that time. There will be an opportunity to ask questions. At the kickoff meeting, time will be allocated to refining options for Town staff and members of the Town Council, as they wish, to participate in the ADA Self-Evaluation. Time should allow for questions and discussion.

Nearing the end of the ADA Self-Evaluation (at 75%) and prior to the generation of final recommendations for prioritized corrective actions (the ADA Transition Plan); IHCD will work with the Town to:

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1. generate an approved draft of the detailed Self-Evaluation deliverables along with draft priorities for the ADA Transition Plan's planning and budgeting spreadsheet appropriate for public dissemination;
2. host a public meeting to share findings and draft priorities for corrective action and solicit comments and any corrections - an event potentially co-hosted by the Disability Commission and Council on Aging. It will be especially important to get comments from people with disabilities and older people in the Town.

IHCD has developed a digital self-assessment survey tool for review of policies, procedures and programs that we tailor for each client to gather information on current practice and on the scope of programs offered by the Town/City. As noted above, IHCD prefers to begin this process with an overview of ADA Title II and a description of the process we'll undertake for ADA Self-Evaluation and ADA Transition Plan so it is understood in context.

IHCD team leaders will be available to department heads to answer questions as that data is being pulled together.

Along with the formal kick-off meeting for department heads and others, IHCD will facilitate one public outreach meeting early in the process through an online multi-platform tool; actively seeking engagement from the larger community with a goal of receiving feedback through polling, comments, and feedback on specific questions that would further aid in identifying and prioritizing existing policies, and Town/City-owned infrastructure, programs and services.

The gathering of extensive information from the municipality's departments supports the core work of an ADA Transition Plan to understand how to ensure program accessibility by knowing what happens where. If not self-evident, IHCD will also ask for a description of the participants in those public services and programs. Throughout the process IHCD project leaders will be available for questions.

Included in the survey process will also be requests for specific information from each Town department requesting information about current practice relative to "effective communication," for people with sensory or communication limitations, especially hearing or sight limitations. This will help to sensitize Town staff to the requirements for "effective communication" as well as to gather that information as part of the program accessibility requirements.

Task 2: Evaluation of Services and Programs

The primacy of program access in ADA Title II is supported through an infrastructure of policies and procedures that must be in place and fully implemented. These will sometimes be Town/City-wide and sometimes needed at the Department level.

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The ADA administrative requirements help ensure that the needs of people with disabilities are addressed in all services, programs and activities that the Town operates. A Title II entity is required to:

1. Designate a Responsible Employee (ADA Title II - 28 CFR Part 35.107 (a)) to coordinate compliance with the ADA. The purpose of having a responsible employee – ADA Coordinator - is to ensure that when the public deals with a state or local government agency the public is able to identify a person who is knowledgeable with the requirements of the ADA.
2. Adopt and distribute a public Notice (ADA Title II - 28 CFR Part 35.106) of the provisions of the ADA to members of the public who may participate in the municipality's programs, services and activities. The effective notice should state the Town's obligations under the ADA and include the complete contact information of the ADA Coordinator.
3. Develop and distribute Grievance Procedures (ADA Title II - 28 CFR Part 35.107 (b)) for prompt resolution of any complaint regarding disability discrimination.
4. Modify its Policies, Practices and Procedures (ADA Title II – 28 CFR Part 35.130(b)(7)) when necessary to avoid discrimination.
5. Provide Reasonable Accommodation (ADA Title II – 28 CFR Part 35.140(a)) to qualified employees with disabilities.
6. Provide Auxiliary aids and services (ADA Title II – 28 CFR Part 35.160) to ensure effective communication with people with disabilities. This provision requires ADA Title II entities to take steps to ensure that communication with members of the public and employees with disabilities is as effective as communication with others.

IHCD will review existing policies, evaluate them for compliance, identify errors and gaps. Based on the review by IHCD of the Municipality's departments' Surveys from Task 2 and of policies and procedures regarding access by persons with disabilities, IHCD will identify departments that do not have required policies or whose policies and procedures require modifications. IHCD shall assist in the development of model policies and procedures recommended for use by departments and shall include those model policies in the ADA Transition Plan.

As part of the Evaluation of Programs IHCD can provide a Website Review including the Municipality's social media and online information resources for ADA compliance. These digital resources are commonly understood as part of a Title II entity's responsibility for effective communication under the ADA. IHCD offers the following options for the digital reviews based on availability of funds:

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- IHCD’s Inclusive Technology team can conduct a compliance review.
- A Contextual Inquiry review with “user/experts,” people with physical, sensory or brain-based functional limitations across the spectrum of age and culture can also be conducted. This is IHCD’s standard research method to work with real people evaluating physical and digital environments. We do this for a wide range of universities, cities, museums and others. Each “user/expert” is paid a stipend for their time.
- Provide an executive summary of findings or a comprehensive report that has recommendations for corrective action.
- A training could also be conducted for all Municipality staff that use social media on how to make all of the most popular social media accessible.

Task 3: Evaluation of Facilities

Provide a field review of requested buildings, parks, and rights of way to evaluate compliance with the ADA and provide remedial options for compliance.

IHCD created proprietary digital survey tools for indoor and outdoor environments used on iPads. These are the data collection tools from which we create narratives and illustrated catalogues for each of the Municipality’s properties included in the project. [samples attached]. Teams are two people, one to log in data and take photos and one to measure with a tape and laser level.

Upon completion of a contract for services, IHCD requests as much detail as available for each asset. That would include addresses, date of construction, date of any major renovations, square footage, parking lot count, and floor plans if available.

A. Through physical survey, IHCD will gather detail about buildings and outdoor areas requested by the municipality. In both structures and outdoor areas, such as beaches, the priority is to evaluate “program accessibility” defined as the extent to which programs and activities as well as services and benefits are readily accessible to and usable by persons with disabilities when each type is viewed in its entirety.

In outdoor areas it can be confusing to identify “programs.” For the purposes of evaluating accessibility, a "program" is an activity in which people may participate. Basically, the program is the reason a person visits an area and may include opportunities such as:

- Camping in a campground
- Viewing the scenery at an overlook
- Swimming at a beach
- Enjoying solitude in the wilderness
- Gathering information at a visitor center
- Learning about an area on an interpretive trail

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For public entities, not every facility must be accessible but the determination is based upon the primary responsibility to provide program accessibility. All unique facilities must be accessible. And it should be a priority to ensure that each type of program be available to residents and visitor. At least one beach should be fully accessible including its amenities.

Over time, the balance of facilities can be brought into compliance.

B. Provide a field review of selected publicly-accessible buildings, parks, parking lots, and playgrounds, including infrastructure that provides entry to and egress from such facilities, to evaluate compliance with the ADA and the MAAB and provide remedial options for compliance. Each site shall have all aspects of the infrastructure located on the site examined that pertain to ADA compliance (that includes routes from parking, access from public and private points of arrival) and means of egress.

C. IHCD generates a set of reports as part of the ADA Self-Evaluation deliverables:

- a narrative summary and illustrated catalog for each building and outdoor space with recommendations for corrective action and order-of-magnitude cost estimations. Note that IHCD has partnered twice with RS Means to create the ADA Cost Catalog. The order-of-magnitude cost estimates that are provided are for planning and not for bidding. Due to the fluctuations in equipment, labor and materials, the rough order-of-magnitude cost estimate that we have used prior to COVID will be replaced by depicting order-of-magnitude costs as a “level of effort” with a cost range. An example set of ranges that is typically used for municipal projects includes: costs between \$0 to \$1,000, costs between \$1,001 to \$10,000, costs between \$10,001 to \$50,000, and costs that are over \$50,001. However, each municipality has the option to adjust this range at the start of a project. Further, it should be noted that IHCD will not be providing costs for outdoor issues, handrails or lockers. But the municipality will be able to insert these costs within the editable Excel spreadsheet.

Estimates are based on a national average and not on prevailing wage. The cost of design is not provided. Cost estimates are intended as a guide to budgeting accessibility modifications and are not intended to be comprehensive or definitive.

- Two ADA Self-Evaluation narrative reports:
 - facilities - an overview with details and explanation of options for compliance that is based upon the crosswalk between property and programs.
 - review of policies and procedures that details the state of compliance with the ADA administrative responsibilities and any gaps or modifications that are needed

The ADA Transition Plan is generated from the ADA Self-Evaluation but is a significant distillation of a great deal of information. We create a detailed spreadsheet of prioritized recommendations for corrective action broken out by category of facility and outdoor

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spaces. This is a planning and budgeting excel tool intended to be used to keep the project updated as work gets done. Working with the municipality, we would structure the Transition Plan in categories of property, and iterate priorities for corrective action over a period of several years.

Measures for setting priorities and managing time for survey:

- Age of the building and date and extent of renovations relative to accessibility; if relatively recent and done well, a survey that captures only non-compliant elements goes quickly.
- Significance of the building for use by the public raises the priority ranking of the building or outdoor area. Community centers, libraries and tourist destinations would be important.
- Proportion of space within a building that houses a program, service, and/or activity; for example, a fire house to which the public goes only on voting days is a very quick survey.
- For parking lots and garages, a survey of each type, combined with clarifying accessible parking charts and drawings of required accessibility features for parking.

ADA Title II for public entities has a primary mandate for program access and not for “readily achievable barrier removal” which is desirable but not required. That standard applies to Title III entities or privately owned “public accommodations.”

However, municipalities should be aware that all new construction and major alterations undertaken by Title II entities must fully meet the 2010 ADA Standards for Accessible Design. For facilities that are determined to require physical corrective action, the changes must align with the 2010 ADA Standards and the current Massachusetts Architectural Access Board (MAAB). Any new construction or previous construction or modifications prior to the implementation of the 2010 ADA Standards that meet the 1991 ADA Standards (also known as ADAAG) can remain; those modifications for accessibility that do not meet the 1991 ADA Standards will need to be corrected using the 2010 ADA Standards.

Note that IHCD reviews all facilities, as well as through the analysis of program accessibility, with attention to two of the core principles of the ADA and Section 504 of the Rehabilitation Act: Effective Communication and Integrated Setting.

Effective communication means that communication with individuals with hearing, vision, or speech disabilities is as effective as communication with others without these disabilities. To ensure effective communication, organizations may need to provide individuals with appropriate auxiliary aids and services.

An integrated setting as “a setting that enables individuals with disabilities to interact with nondisabled persons to the fullest extent possible.”

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The IHCD tool is built to gather extensive, detailed data that becomes the primary source for the building and outdoor area narrative overviews and catalogs. For each facility or building and for each outdoor area IHCD will deliver drafts in digital format and final versions in hardcopy and digital. Hard copies can be requested for drafts. IHCD will set up a web-based project file-sharing site on its Citrix FileShare program to ensure that all materials are available and easy to locate.

- Building Narrative Summary Report noting the building or facility's programmatic function and key issues of concern relative to accessibility.

- Catalog of each element with an accessibility issue in the building or facility that names the issue, has a photograph to illustrate the issue, pertinent legal citation(s), and a suggested remedy for fixing the issue as well as an order-of-magnitude cost estimation that will be shown as a level of effort range. It includes fields that can capture the pertinent legal citations if desired.

IHCD sends a draft of this pair of files for each building for the municipality's review as completed so that drafts can be reviewed over the project period.

NOTE: The simultaneous gathering of program data informs the prioritization of corrective actions. A final set of spreadsheets (organized to meet the municipality's preferences) will include each issue for corrective action, its priority, and the cost estimate for remedy shown as a level of effort cost range. This is the core planning and budgeting tool that is the ADA Transition Plan. For each element in need of corrective action, a responsible department must be stipulated.

IHCD's approach to field review includes close work with the client in order to ascertain the level of detail desired, to ensure that the right balance is struck between data collection and its eventual application in project planning and management. The sequencing decisions for survey of facilities and outdoor areas would be negotiated with the municipality. IHCD suggests that any location slated for renovation be prioritized in order for the data generated from the ADA Self-Evaluation to be available to incorporate into design development.

There is an important role for people with disabilities in the municipality to engage with the ADA Self-Evaluation and Transition Plan. Participation is critical in the penultimate draft stage of the Self-Evaluation when considering programs, services, and activities that are currently being offered in inaccessible locations. There are three options to consider that people with lived experience with functional limitations could help to assess:

1. Move the program or activity in the same building to an accessible location.
2. Move the program or activity to an alternative accessible location.
3. Renovate the space to be accessible.

The IHCD Project Manager with the municipality Project Manager will work out final logistics and, potentially, with a municipality employee designated as the Town/City ADA

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Coordinator or other Town/City designee on the order of buildings to be reviewed. To the extent feasible, the municipality will provide floor plans for buildings and maps of outdoor areas to be surveyed. A point person will need to be provided for each building and outdoor area to be surveyed to ensure that the survey teams can get into the buildings and that any staff are aware of the visit and purpose of it. IHCD will provide in advance a date, time and names of team members who will participate on the audit team to allow notifying building employees.

Task 4: Action Steps, Costs, Timelines

IHCD is committed to negotiating a schedule that aligns with the municipality's needs. We expect to undertake two simultaneous steps upon kickoff:

- Release the digital survey to Town department heads to gather information on policies and procedures and programs, services, activities
- Initiate the existing conditions field surveys for structures.

Open spaces of parks, beaches, outdoor amenities and parking lots would be sequenced after buildings.

IHCD provides an individual narrative report for each property along with an illustrated catalog with a photo of the element out of compliance, a recommended corrective action and an order-of- magnitude cost estimation [see samples attached]. The narrative is in Word. The illustrated catalogs are generated from the digital tool used for survey that is built from FileMaker Pro software. Those are delivered as PDFs. Cost estimations and priorities are provided in an Excel spreadsheet. These are designed for 11 X 17 paper to make a lot of information easy to read. IHCD will work with the Town to make sure that that format aligns with their preferences.

In addition to narratives and illustrated catalogs for each property, IHCD will provide three narrative summary reports:

Part A – Executive Summary

Part B – Evaluation of Non-Discriminatory Policies and Procedures

Part C – Legal Overview

Share 75% Drafts for the ADA Self-Evaluation with the Town – IHCD will share draft facility narrative reports and illustrated catalogs as they are completed.

The overview reports (Evaluation of Non-discriminatory Policies and Practices in Programs, Services, and Activities and Evaluation of Facilities) provide a comprehensive snapshot of current compliance and any gaps. These can only be generated after the facility surveys are completed and the program and policies and procedures information gathered and analyzed.

IHCD recommends that the Town Administration complete their review of drafts of the

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ADA Self- Evaluation as they are delivered to keep the process progressing. The ADA Transition Plan is the last draft to be delivered and the Town should review it fully so that priorities can be shared with the public ideally before the Public Hearing. IHCD has found that some municipalities prefer to share reports without estimated cost data and some prefer it to include it. IHCD will prepare materials for public comment per the Town's choice.

Public Hearing on ADA Self-Evaluation and Transition Plan Draft – The municipality shall schedule a public hearing at which IHCD shall make a presentation on the Draft including findings and draft priorities for corrective action. The date, time and location shall be set by the municipality and posted fourteen (14) days prior to the hearing. The notice shall state that the Draft is available for public review and is available at the municipality's Town/City Hall as well as on the municipality's website and that comments may be submitted for up to ten (10) days following the day of the public hearing.

Complete Final ADA Self Evaluation Report and ADA Transition Plan – Following the public hearing, IHCD will deliver a final ADA Self-Evaluation Report and an ADA Transition Plan that incorporates any agreed changes based upon the public comment period and public hearing. Unlike the ADA Self-Evaluation that contains comprehensive information about the current state of compliance and details of any corrective steps necessary to make continuing progress on compliance, the ADA Transition Plan is limited to capital issues. It is a tool for planning and budgeting and that details a prioritized, sequential set of corrective actions requiring capital investment to meet program accessibility obligations.

The ADA Transition Plan is an excel spreadsheet, commonly broken out by department and typically projects capital expenditures for corrective action out over a number of years, commonly out to as many as five (5) to seven (7) years. It details what needs to be done, an order-of- magnitude cost estimation, and provides a column where the municipality can stipulate the party/department responsible for completing the task. The ADA Self-Evaluation serves as a much more detailed companion data set for clarification.”

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PROPOSED BUDGET

	TOTALS
	Cost
Task 1. Community and Staff Evaluation and Involvement	\$5,250
Recommendations, Questionnaire, Meetings	\$5,250
Task 2. Evaluation of Programs	\$7,816
Review of Programs and Policies	\$2,880
Website Review with Executive Summary	\$4,936
Task 3. Evaluation of Facilities & Reports	\$72,225
Municipal Building Surveys	\$22,050
Municipal Buildings Reports	\$22,385
Recreation Surveys	\$15,180
Recreation Reports	\$12,610
Task 4. Action Steps and Timeline/Meeting with Select Board	\$6,255
Mtg. with Select Board	\$1,990
Cost and Priority Excel Files	\$4,265
TOTAL AUDIT	\$91,546

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C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

1. The following replaces the first sentence of Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization.

2. The following replaces the last sentence of Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

D. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

E. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.



Bryan Leblanc <bleblanc@natickma.org>

IHCD's insurance certificates

gsims@ihcdesign.org <gsims@ihcdesign.org>
To: Bryan Leblanc <bleblanc@natickma.org>

Sat, Mar 11, 2023 at 3:40 PM

Hi there,

We don't have any automobiles in the companies name. Folks either use their personal cars or rental (zip) cars.

Thanks!

g

[Quoted text hidden]