

**AGREEMENT WITH DISABILITY ACCESS CONSULTANTS, LLC FOR
PROFESSIONAL CONSULTANT SERVICES
FOR
AMERICANS WITH DISABILITIES ACT SELF-EVALUATION AND TRANSITION PLAN**

This Agreement, made and entered into this day of _____, by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), and **DISABILITY ACCESS CONSULTANTS, LLC** a LIMITED LIABILITY COMPANY, ("CONSULTANT"), whose address is 2862 Olive Highway, Suite D, Oroville, CA 95966.

RECITALS:

- A. CITY desires certain professional services hereinafter described.
- B. CITY desires to engage CONSULTANT to provide these professional services by reason of its qualifications and experience for performing such services and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF SERVICES

The scope of services to be performed by CONSULTANT under this Agreement is as described in Exhibit A to this Agreement, attached and incorporated by reference.

SECTION 2 - DUTIES OF CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

CONSULTANT shall be responsible for employing or engaging all persons necessary to perform the services of CONSULTANT.

SECTION 3 - DUTIES OF CITY

CITY shall provide pertinent information regarding its requirements for the project.

CITY shall examine documents submitted by CONSULTANT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONSULTANT's work.

SECTION 4 - TERM

The services to be performed under this Agreement shall commence upon issuance of notice-to-proceed and be completed on or about eight (8) months of notice-to-proceed.

SECTION 5 - PAYMENT

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONSULTANT a fee in an amount of \$256,925.00, pursuant to rates stated in Exhibit B to this Agreement, attached and incorporated by reference.

SECTION 6 - TERMINATION

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason, upon ten (10) days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement upon receipt of said written notice.

Upon termination and upon CITY's payment of the amount required to be paid, documents become the property of CITY, and CONSULTANT shall transfer them to CITY upon request without additional compensation.

SECTION 7 - OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of this Agreement, although instruments of professional service, are and shall be the property of CITY, whether the project for which they are made is executed or not.

SECTION 8 - CONFIDENTIALITY

All reports and documents prepared by CONSULTANT in connection with the performance of this Agreement are confidential until released by CITY to the public. CONSULTANT shall not make any such documents or information available to any individual or organization not employed by CONSULTANT or CITY without the written consent of CITY before any such release.

SECTION 9 - INTEREST OF CONSULTANT

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 10 - CONSULTANT'S STATUS

It is expressly agreed that in the performance of the professional services required under this Agreement, CONSULTANT shall at all times be considered an independent contractor as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONSULTANT an agent or employee of CITY while providing services under this Agreement.

SECTION 11 - INDEMNITY

CONSULTANT agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of CONSULTANT's performance of this Agreement, except those claims arising out of CITY's sole negligence or willful misconduct. CONSULTANT agrees to defend City, its elected and appointed officials, employees, and agents against any such claims.

SECTION 12 - INSURANCE

CONSULTANT shall procure and maintain for the duration of the contract and three years thereafter (five years for building or major improvements) the insurance specified in Exhibit C to this Agreement.

SECTION 13 - NON-ASSIGNABILITY

Both parties hereto recognize that this Agreement is for the personal services of CONSULTANT and cannot be transferred, assigned, or subcontracted by CONSULTANT without the prior written consent of CITY.

SECTION 14 - RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT

It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that CITY relies upon the skill of CONSULTANT to do and perform the work in the most skillful manner, and CONSULTANT agrees to thus perform the work. The acceptance of CONSULTANT's work by CITY does not operate as a release of CONSULTANT from said obligation.

SECTION 15 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

SECTION 16 - SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

SECTION 17 - COSTS AND ATTORNEY FEES

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this Agreement that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

SECTION 18 - NON-DISCRIMINATION

CONSULTANT warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONSULTANT nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 19 - MEDIATION

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 20 - LITIGATION

CONSULTANT shall testify at CITY'S request if litigation is brought against CITY in connection with CONSULTANT's services under this Agreement. Unless the action is brought by CONSULTANT, or is based upon CONSULTANT's wrongdoing, CITY shall compensate CONSULTANT for preparation for testimony, testimony, and travel at CONSULTANT's standard hourly rates at the time of actual testimony.

SECTION 21 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY:	Brad Underwood City of San Mateo 330 W. 20 th Avenue San Mateo, CA 94403
To CONSULTANT:	Disability Access Consultants, LLC (DAC) Attn: Barbara Thorpe 2862 Olive Highway, Suite D Oroville, CA 95966

SECTION 22 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONSULTANT.

SECTION 23 - AUTHORITY TO ENTER INTO AGREEMENT

CONSULTANT has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

SECTION 24 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY OF SAN MATEO and DISABILITY ACCESS CONSULTANTS have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

DISABILITY ACCESS CONSULTANTS, LLC

Brad B. Underwood
Public Works Director

Barbara Thorpe
Its Authorized Agent
President

If a Corporation, can be either 1) President or 2) Vice President plus an additional corporate officer (i.e., Secretary, Treasurer) who shall sign below.

APPROVED AS TO FORM

ADDITIONAL CORPORATE OFFICER
(if necessary per the above)

Caio Arellano
Assistant City Attorney

Name _____
Title _____

Attachments:

Exhibit A: Scope of Services
Exhibit B: Fee Rates
Exhibit C: Insurance Requirements

Exhibit A

AMERICANS WITH DISABILITIES ACT SELF-EVALUATION AND TRANSITION PLAN

CITY OF SAN MATEO

SCOPE OF SERVICES

DAC (Consultant) shall perform professional services as follow:

- A. Procedures and forms: DAC will develop the procedures and forms needed to conduct a Self-Evaluation on behalf of the City.
- B. Facility and Public Right-of-Way Surveys: DAC will conduct investigations of public facilities including an evaluation of the City's sidewalks, street intersections (curb ramps & crosswalks), pedestrian signals, parking lots and parks.
- C. Compliance: DAC will determine the level of ADA compliance required for each City building subject to the requirements of ADA and will conduct the necessary investigations of the areas of each building open to public access. As required by law, the data collected will be compared with federal ADA and California state codes and the most accessible codes will be applied to the findings. Field investigations will identify physical barriers within the public areas of City buildings and the public right-of-way that limit the accessibility to services provided by the City.
- D. Review of Policies and Procedures: DAC will review and evaluate current City policies, programs (including but not limited to recreation programs), and practices in order to identify issues which may be discriminatory to people with disabilities. The review will include City policy documents that affect the public. The review will evaluate the current level of program accessibility, including eligibility requirements, participation requirements, facilities used, staffing, transportation, communication, grievance procedures and emergency procedures, such as notification and evacuation.
- E. Development of Self-Evaluation and Transition Plan: DAC will develop a comprehensive ADA self-evaluation and transition plan based upon the results of the field surveys, policy reviews and with City staff guidance. The ADA transition plan will include all requisite information necessary to comply with Title II of the ADA for such a plan, which may include the following:
 - The methodology for the evaluation of existing barriers to accessibility;
 - A summary of the findings of the self-evaluation of facilities, policies, programs and practices;
 - Recommendations for remedial measures to correct deficiencies and a methodology to customize the prioritization of barrier remediation;
 - Cost estimates of remediation measures;
 - Tools to customize an implementation schedule that may include milestones or measures of achievement for monitoring implementation;
 - Procedure and tools for periodically reviewing and updating the transition plan;
 - Procedures for addressing grievances; and
 - Tools to track the assignment of responsibilities for barrier removal, repair or replacement.
- F. Staff Meetings: DAC staff can attend at least three meetings with City staff, which could include at minimum, a kick-off meeting, interim progress meeting and a final completion meeting. Additional site visits and City staff meetings may also be needed to complete the self-evaluation investigations

and document research. DAC can also attend and present a summary overview of the purpose of ADA transition plan project to the City's Sustainability and Infrastructure Commission and the City Council at separate public meetings.

- G. City Staff Training: DAC understands that this process is expected to be an educational experience for the City staff. During the course of the development of the transition plan, DAC will assist the City in designating an ADA Coordinator and ADA liaisons from relevant departments to serve as an ongoing work group. DAC can provide training to City staff in the following areas:
 - Applicable government codes, statutes and regulations;
 - Performing field investigations and inspections;
 - Preparation of ADA compliance assessment reports;
 - Monitoring and updating the ADA self-evaluation and transition plan;
 - Using and maintaining the database and project map; and
 - Creating internal procedures for granting exemptions for City projects.
- H. Project Timeline: DAC understands that the City seeks to have a final ADA transition plan completed eight (8) months from the issuance of a Notice to Proceed. Based on previous experience with similar projects, DAC agrees that this is a reasonable timetable and we have developed our proposed scope of services and schedule on an eight-month project duration.
- I. City-Wide GIS Reference Map: As DAC collects GIS coordinates when surveying public rights-of-way, the City will have the ability to generate a City-wide reference map from DACTrak for curb ramps in both KMZ and Shapefile formats. The GIS reference map will contain information and photographs regarding the ramp condition, type, slope, landing area, warning surface and other compliance information, as well as if there is a missing curb ramp that is recommended to be installed. The GIS information, along with the condition data and photographs, can be exported from DACTrak for upload and inclusion in the City's existing GIS and asset management system.
- J. Project Database: DAC will provide the City with DACTrak, an online software program that will allow City users to monitor and update the implementation of the ADA transition plan. The DACTrak software will correlate all components of the transition plan including but not limited to compliance and facility reports, transition plan implementation schedules, detailed descriptions and locations of the barriers and at least one photograph of each item. Map file formats for outdoor areas will also be available in both KMZ and Shapefile formats. The information contained in the database will be the property of the City when the ADA Transition Plan compilation is complete. If the City chooses not to use DACTrak, the data will be provided to the City in a mutually agreed format.
- K. Exporting of Survey Data to City: If requested, DAC will provide the database of the survey data collected in the field to the City, for the City's use in its Cartegraph asset management system. In researching the features of Cartegraph, it appears that data can be imported into Cartegraph using GIS Integration. If given access to the City's existing Cartegraph software, DAC will evaluate the feasibility of the City using Cartegraph to track implementation of the ADA transition plan. In relation to compatibility, DACTrak offers the option of creating an ArcGIS Shapefile for outdoor items that contain GIS information, such as public rights-of-way, which could then be imported into the City's existing Cartegraph system. Cartegraph also offers the ability to upload .csv format data files to the software. DACTrak offers users the ability to export reports to Excel, which can easily be converted to .csv format if the City would like to upload facility data that does not have GIS attached, such as for interior findings. As DACTrak has been specifically designed to provide our clients with the most options for implementing a transition plan, DAC recommends that the City utilize DACTrak, as it includes information about each finding and recommendation, as well as estimated costs,

photographs and the ability to update and manage the transition plan. If there are specific naming conventions and coding that the City uses to identify their assets, DAC could follow that same format as much as possible when creating the DACTrak database, to ensure that the DACTrak data and the Cartegraph data are compatible to the greatest extent feasible.

- L. Public input assistance: To provide the City with a complete transition plan, DAC will assist the City to collect public input into the plan. The opportunity to provide public input is a requirement for Title II entities to complete a transition plan. While not requested in the City's primary scope of services, DAC would offer recommendations and support to collect public input from City staff, area organizations who provide services to persons with disabilities and community members. Methods may include hard copy and online survey options for both community members and City staff, to potentially inviting the public to an open house where they could provide comments for the transition plan. DAC would work with the City staff to customize a program that would best meet the needs of the City.
- M. City staff assistance with survey logistics: As is the case with most public entities, due to the limited City staff availability it is the intent of DAC to conduct the surveys with as little burden on the City staff as possible. Surveys requiring City staff assistance, such as locked or alarmed areas, and emergency response facilities that are not always manned, such as the City's fire stations, will be coordinated through the City's designated contacts, and will be scheduled in a way that minimizes the impact to the regular workloads of the applicable staff members.

In planning the survey of emergency response facilities, DAC understands the importance of an established schedule that may include specific appointments for these sites. DAC staff is very diligent about being prompt and punctual in consideration of City staff time. However, we also understand that if an emergency arises, facility staff may suddenly need to depart, and the facility would become unavailable with little to no notice. We plan for these types of circumstances and would always have a list of City sites to which our survey staff could proceed without scheduling assistance, such as City facilities that have general public hours of operation, parks and parking garages that do not require areas to be unlocked.

Project Approach

To provide the City with the preceding summary scope of services, DAC proposes the following detailed approach.

1. Orientation/Project Meeting and Clarification of Project Scope, and Schedule

DAC will conduct an initial project kick-off meeting with selected City of San Mateo staff to establish roles and lines of communication, refine project goals, review the overall project schedule, schedule surveys of City of San Mateo facilities and identify key City of San Mateo personnel related to the project scope. Initial self-evaluation activities will be completed during this step. More specific activities will include:

- ☐ Information that is needed will be clarified at the initial orientation meeting. The initial meeting will also clarify proposed activities and provide a collaborative framework to discuss project strategies. DAC has found that at least one orientation meeting is needed to prepare a strategic project work plan for a coordinated and seamless effort. The project methodology is generally designed to develop a comprehensive plan without placing additional activities and impact upon City of San Mateo staff.
- ☐ Barbara Thorpe will be designated as the project manager and will also serve as policy and program analyst. She will be the DAC contact for the project and serve as the point of contact for the City of San Mateo. The CASp designated team member that will coordinate the inspection team during the facility reviews will be Michael Boga. Michael will be directly involved in the project and field

evaluations. Other roles and responsibilities of key team members are indicated in the organizational chart and in the description of the roles and responsibilities.

- ☐ Barbara will meet with the designated City of San Mateo officials to discuss the project scope, deliverables currently needed by the City of San Mateo, deliverables that may be needed by the City of San Mateo in the near future, discuss projected schedules and timelines, discuss cost saving methods, and review alternatives for compliance by the City of San Mateo. DAC has some optional cost saving measures for consideration by the City, which include use of the DACTrak tablet to complete inspections or a portion of the inspections. Use of the DACTrak tablet by staff has also proved to be a valuable training activity.
- ☐ Specific methodologies and data collection will be clarified. Timelines and benchmarks will be developed. Operational and procedural requirements will be reviewed, such as coordination of schedules, name tags, project dates and other relevant information. DAC staff members wear DAC uniform shirts and have DAC identification badges.
- ☐ The initial orientation meeting should include an assessment of previous compliance activities and areas of current or potential litigation. Previous compliance activities will include the review of any previous ADA self-evaluation and transition plan documents. The review of compliance activities and high priority areas will assist with the development of an overall project plan. The review and documentation of prior initiatives will also build a more defensible plan if the City is challenged by litigation.
- ☐ Project objectives will be clarified and elements that may be unique or of particular importance for the City of San Mateo will be discussed. Items such as community input and staff needs will be confirmed.
- ☐ Hours of operation, schedules and City of San Mateo activities by location will be discussed.
- ☐ The self-evaluation to review policies, procedures, practices and contracts, agreements and documents will be initiated.

2. Self-evaluation of all City Programs, Services, Activities, Events and Related Policies, Procedures and Practices

- ☐ DAC will review all City policies, memos of understanding, administrative regulations and other policy and procedural related documents to identify if any are discriminatory or potentially discriminatory to individuals with disabilities.
- ☐ DAC will make recommendations to the City for consideration regarding potential revisions to policies and practices.
- ☐ DAC will develop the procedures and forms needed to conduct a self-evaluation.
- ☐ DAC will provide the City with methods to conduct a public input process. For example, DAC will present a variety of hard copy and online surveys in addition to notices and postings. Based on the individual needs of the City and the current assessment of possible or current litigation, an individualized method will be recommended to the City. Other methods may include staff interviews.
- ☐ Recommendations will be made, as appropriate, regarding programmatic alternatives to physical barrier removal.

3. Survey of Facilities, Access Compliance Assessment Reports and Software for Transition Plans

- ☐ DAC will survey the City of San Mateo buildings, facilities, parks, parking, public rights-of-way, sidewalks, intersections and curb ramps as noted in the scope of work and Appendix B of the RFP and as confirmed at the kickoff meeting.
- ☐ As required by the ADA, the 2010 ADA Standards will be compared with state codes (Title 24 of the California Building Code) and the standard that provides the greater level of accessibility utilized. As DAC collects as-is field conditions and records all information, data can be reprocessed if codes change

without conducting a re-inspection, thus resulting in a significant savings when codes change, and the plan needs to be updated. Items and areas in the DAC site surveys may include, but are not limited to the following:

- Parking
- Parking garages
- Curbs
- Curb ramps
- Entrances
- Passenger loading zones
- Crosswalks
- Paths of travel
- Ramps
- Handrails
- Elevators
- Platform lifts
- Stairs
- Doors
- Door hardware
- Telecommunications devices (TDD/TTY)
- Signage-permanent and directional
- Visual & audible communications and alarms
- Restrooms
- Drinking fountains
- Common use areas
- Employee break areas
- Meeting and conference rooms
- Locker rooms
- Stadiums
- Playgrounds and outdoor areas
- Areas of rescue assistance
- Sidewalks
- Intersections
- Transit stops
- Street furniture
- Trails
- Recreational areas
- Outdoor developed areas

- ☐ Assessments and reports will include a high degree of detail with photographs, code references, and cost estimates. The DACTrak software and reports will include additional specifics, such as as-built dimensions, progress reports, additional prioritizations, preset reporting features and other custom reports. Reports will be delivered in the format requested, and reports will also be available using DACTrak. The inclusion of photographs showing the as-is condition has proven to be valuable assistance to clients in the formulation of the decisions regarding barrier removal priorities. The DACTrak software provides an easy to use accessibility management platform that exceeds the ability to manage the plan by hard copies and binders. The assessment report of each facility will include cost estimates to correct deficiencies in accordance with the ADA and Title 24 of the California Building Code.
- ☐ Barriers are identified by building, floor or location and given a unique identifier record number (UIN) to assist with navigation in the accessibility software and location of the finding and recommendation by area and site. Estimated applicable costs will be given by item and element in accordance with industry standards. Costs can be easily adjusted to adhere to any cost estimates the City of San Mateo may utilize.
- ☐ Physical access problems that require structural solutions will be documented in the facility assessment reports available through DACTrak. The proposed method for barrier removal will be provided. The transition plan will identify physical barriers that may limit accessibility of the City of San Mateo programs, services or activities for individuals with disabilities. The schedule for removal of barriers and appropriate timelines will be developed in consultation with the City of San Mateo.
- ☐ Identified barriers and obstacles will be prioritized as discussed in the Scope of Work. Use of the DACTrak software will provide the City of San Mateo with an additional tool to reprioritize items depending upon the unique and ongoing needs of the City of San Mateo and public comments during the public input process. Public and nonpublic areas will be identified, if requested. Employee only areas, for example, as usually given a lower priority for barrier removal.

- ❑ Detailed findings, inspection intake records and digital photos are recorded during the intake process. Findings are incorporated into the transition/barrier removal plans. Information collected during the survey process is preloaded by DAC into our DACTrak accessibility management software.
- ❑ To provide the City with detailed reports regarding barriers in the public rights-of-way, inspections include, but are not limited to:

Sidewalks

- Width
- Cross slope
- Running slope
- Changes in elevation greater than 1/4 inch and changes in elevation that are not beveled up to ½ inch
- Any obstructions in the sidewalk that obstruct or narrow the path of travel such as protruding objects and items that narrow the required width
- Street furniture
- GIS information
- Photographs

Signalized Intersections

- Crosswalks
- Pedestrian ramps - curb ramps; width, slope, side flares, grooved borders, truncated domes, and alignment with the crosswalk
- Accessible pedestrian signals
- Traffic stop bars

DAC uses a comprehensive approach to inspecting public rights-of-way (PROW). In order to conduct an assessment of all the requirements in the PROW, DAC conducts manual measurements of the field conditions and enters the information into our DACTrak pc tablet in the field. DAC has found that the use of automated equipment for running slopes on sidewalks, such as ultra-light profilers, do not provide an actual measurement, but only provide a chart showing ranges. In some cases, if a change in level is greater than ½ inch, no actual quantifiable information is reported of how much greater the severity. In order to get the actual measurements for the sidewalks, the use of a “profiler” does not provide the measurements needed for items such as vertical clearance and street furniture.

DAC team members will conduct on-site inspections on our DACTrak pc tablets or slates and export the on-site field conditions for processing by our servers the same day of the inspection while located in the City of San Mateo. Thus, the draft report is ready the same day or at the end of the inspection of the particular site. Cost estimates are then refined by Michael Boga, Senior Director of Accessibility Services, in collaboration with the City. If the City has utilized particular cost estimates for standard nonaccessible items or elements, then the City’s costs can be entered into the DACTrak program. The on-site facility team leader conducts a quality assurance review and contacts the field inspector regarding any items in the report that may need further investigation. The on-site facility team leader completes any necessary edits and the final quality control editor is notified that the report is ready for the final edit.

Innovative Tools, Strategies and Best Practices

Based on experience and knowledge of the accessibility field and best practices, DAC continues to develop innovative methodologies, easy to use ADA management tools, and proven, successful strategies for evaluating programs, services, activities, events, facilities, parks and public rights-of-way. DACTrak was developed by DAC for the purpose of easy and useful importing and management of the accessibility data collected in the field. DACTrak is interactive web-based software and is not an enhanced excel spread

sheet. The ability to collect, compile, analyze and use report data in a practical format was one of the driving forces to develop the DACTrak intake and management software.

City Staff Training

DAC understands that project will also include appropriate training for designated City staff. DAC can design curriculums and train City staff in all areas related to ADA compliance, including but not limited to:

- a) Applicable government code, statutes and regulations;
- b) Performing field investigations and inspections;
- c) Preparation of ADA Compliance Assessment Reports;
- d) Using and maintaining the DACTrak database;
- e) Using and maintaining the project map;
- f) Monitoring and updating the ADA self-evaluation and transition plan using DACTrak;
- g) Required notices and postings;
- h) Methods for ongoing public input.

DAC has provided training to hundreds of public entities and is also the selected consultant of the California Joint Powers Insurance Authority (CJPIA) to provide regular training sessions to their members. In addition to CJPIA members, DAC has provided customized individual training regarding ADA requirements for facilities, public right-of-way, policies, special events, grievances and other related Title II topics.

DAC has provided training courses to many public entities with customized curriculums depending on the department or staff receiving the training, including:

- Roles and Responsibilities of the ADA Coordinator
- ADA Roles and Responsibilities for Front Line Staff
- ADA Roles and Responsibilities for Executive and Management Staff
- Maintenance of Accessible Facilities
- Maintenance of Accessible Public Rights-of-Way

DAC has also trained public entity staff to perform their own surveys of public rights-of-way and facilities using the DACTrak software.

Deliverables and Additional Documents

Compliance Assessment/Transition Plan Reports and Implementation

- ☐ Following approval by the City, DAC will present the transition plan and findings by demonstrating the use of the DACTrak Accessibility Management software program and providing a training session. DACTrak will allow City users to generate reports in multiple formats, including PDF, Excel, KMZ and Shapefile. The City will have use of the DACTrak software for a period of two years at no cost to update and manage their information and print progress reports and other custom report formats. There are no maintenance or storage fees associated with use of the DACTrak software. Should the City want to continue to use DACTrak after two years, the annual licensing fee for years three and on would be \$2,000 per year, inclusive of all costs for access to the software.
- ☐ The draft plan will describe the methods that will be used to make the facilities accessible and outline a strategy over time. It is recommended that the schedule and timelines be developed by the City of San Mateo in collaboration with DAC. It is not recommended that DAC unilaterally place dates in the plan that the City of San Mateo may not approve, and DAC would not want to inadvertently commit the City of San Mateo to a projected schedule for barrier removal that may be unrealistic or inappropriate. It is anticipated that the City would opt for a phased implementation plan with a timeline of a minimum of five years.

- ☐ Cost estimates will be provided when available for the specific item or element and can easily be adjusted in the DACTrak software to utilize any specific costs adopted by the City of San Mateo.
- ☐ An Executive Summary documenting the process of updating the City's transition plan, including strategies and achievements towards compliance, and the methods used to assess the City's facilities and public rights-of-way will also be issued.
- ☐ DAC can present the final draft ADA Transition Plan at a regularly scheduled council meeting for discussion. It is not required that the plan be adopted by City Council and DAC does not recommend this. Transition plans are meant to be adjusted and adapted to the changing needs of the City as the plan is implemented. If the plan is adopted by Council, projected dates that are not met may become problematic in future. The presentation to Council is recommended to be informational about the overall project and include the achievements of the City, but not to adopt the plan.

**Americans with Disabilities Act Self-Evaluation and Transition Plan
City of San Mateo**

TASK	STAFF POSITIONS AND BILLING RATES						ESTIMATED BUDGET	
	Director of IT	Accessibility Specialist	Field Team Leader	Assistant Project Manager	Director of Operations	Project Manager	Labor	Subtotal
	\$0	\$75	\$90	\$110	\$65	\$120	(\$)	(\$)
Task 1 Kick Off Meeting, Preparation and (2) other meetings						4	\$480	\$480
• Coordination of tasks/Discussion of Scope/Preparation						2	\$240	\$240
• Point of contacts, Planning						2	\$240	\$240
• Interim Meeting and completion meeting						8	\$960	\$960
• Initial discussion and development of Self Evaluation Procedures					5	2	\$565	\$565
• Research and Discussion of Previous activities						2	\$240	\$240
Subtotal Task 1	0	0	0	0	5	20	\$2,725	\$2,725
Task 2 Field Surveys							\$0	\$0
• Facility and Park Surveys		1250	75				\$100,500	\$100,500
• Public Right of Way Surveys		1500	75				\$119,250	\$119,250
• Quality Control/Report Edits/Supervision of Staff			25	110			\$14,350	\$14,350
• Coordination of tasks, logistics, planning			25	20	30		\$6,400	\$6,400
Subtotal Task 2	0	2750	200	130	30	0	\$240,500	\$ 240,500
Task 3 Review of Policies, Procedures and Programs							\$0	\$0
• Review of Policy Documents					5	10	\$1,525	\$1,525
• Evaluate current levels of accessibility					5	5	\$925	\$925
• Required Notices, Postings, Grievance Procedures, ADA Coordinator					5	5	\$925	\$925
• Communication, accomodation, emergency, evacuation review					5	5	\$925	\$925
Subtotal Task 3	0	0	0	0	20	25	\$4,300	\$4,300
Task 4 Development of Comprehensive ADA Self-Evaluation and Transition Plan					1	2	\$305	\$305
• The methodology for the evaluation of existing barriers to accessibility;					4	5	\$860	\$860
• A summary of the findings of the self-evaluation of facilities, policies, programs and practices;					2	2	\$370	\$370
• Assistance and tools provided to City to complete required public input and outreach					1	3	\$425	\$425
• Recommendations for remedial measures to correct deficiencies and a methodology to customize the prioritization of barrier remediation;					3	5	\$795	\$795
• Cost estimates of remediation measures;					3	2	\$435	\$435
• Tools to customize an implementation schedule that may include milestones or measures of achievement for monitoring implementation;					2	1	\$250	\$250
• Procedure and tools for periodically reviewing and updating the transition plan;					2	1	\$250	\$250
• Procedures for addressing grievances; and					1	2	\$305	\$305
• Tools to track the assignment of responsibilities for barrier removal, repair or replacement					1	2	\$305	\$305
Subtotal Task 4	0	0	0	0	20	25	\$4,300	\$4,300
Task 5 City Staff Training							\$0	\$0
• Applicable government codes, statutes and regulations;				10		5	\$1,700	\$1,700
• Performing field investigations and inspections;				20		3	\$2,560	\$2,560
• Preparation of ADA compliance assessment reports;						1	\$120	\$120
• Monitoring and updating the ADA self-evaluation and transition plan;						2	\$240	\$240
• Using and maintaining the database and project map; and						2	\$240	\$240
• Creating internal procedures for granting exemptions for City projects.						2	\$240	\$240
Subtotal Task 5	0	0	0	30	0	15	\$5,100	\$5,100
Task 6 Other Tasks							\$0	\$0
• City-Wide-GIS Reference Map	10						\$0	\$0
• Project Database	10						\$0	\$0
• Export of survey data to City, if requested	10						\$0	\$0
Subtotal Task 6	30	0	0	0	0	0	\$0	0
TOTALS	30	2750	200	160	75	85	\$256,925	\$256,925

Exhibit B

Fee Schedule
Response to Request for Proposals



**Americans with Disabilities Act Self-evaluation and Transition Plan
for the
City of San Mateo**

City Clerk's Office
City of San Mateo
330 West 20th Avenue
San Mateo, CA 94403

May 28, 2019

Disability Access Consultants, LLC
2862 Olive Highway, Suite D
Oroville, CA 95966



Proposed Budget and Fee Schedule

As requested in the RFP, Disability Access Consultants, LLC (DAC) is submitting a separately sealed proposed budget and fee schedule to provide the City of San Mateo with an ADA self-evaluation and transition plan. This fee schedule shall remain valid for a minimum of 120 days from the due date of this proposal.

The rates included in the following chart include all direct and indirect costs. No reimbursable expenses will be submitted. The total cost reflects a not-to-exceed fee for providing self-evaluation and transition plan services. The following outlines the level of effort for key staff to accomplish each major project task and the associated fees.

Team member role	Staff	Task or activity	Total Hours	Rate	Costs
Project Manager	Barbara Thorpe	Kick-off Meeting plus other required meetings with City; coordination of tasks and point of contact for designated City staff; development of self-evaluation procedures and forms; review of policies and procedures; City staff training	85	120	\$10,200
Director of Operations	Jennie Grover	Coordinate and schedule sites; provide project updates; development of self-evaluation procedures and forms; review of policies and procedures; training on use of DACTrak software	75	65	\$4,875
Assistant Project Manager (CASP) and Quality Control	Michael Boga	Certified Accessibility Specialist (CASP); quality control of field inspection reports; meetings with City; coordination of field team for facility and public rights-of-way surveys	160	110	\$17,600
Field Team Leader	Candice Pursch	Field surveys of City buildings, facilities, parks, parking lots and public rights-of-way; supervision of accessibility specialists field team, quality control of field inspection reports	200	90	\$18,000
Accessibility Specialists	4-6 staff	Field assessments of City buildings, facilities, parks and associated parking	1250	75	\$93,750
Accessibility Specialists	4-6 staff	Field assessments of City public rights-of-way	1500	75	\$112,500*
Director of IT	Srikant Talasila	Prepare and deliver DACTrak software; custom reports; software maintenance and updates; mapping quality control	20	No Charge	\$0.00
TOTAL COST					\$256,925

*The proposed line item costs for inspection of public rights-of-way (curb ramps, intersections, sidewalks, pedestrian signals, crosswalks, street furniture and other applicable items in the pedestrian access route) is based on estimated linear sidewalk mileage of approximately 250 linear sidewalk miles. As most cities do not have an exact number of linear miles of sidewalk, DAC will track linear sidewalk mileage surveyed and will only invoice the City for actual miles. If the City has more than 250 linear miles of sidewalk, DAC would offer the City a discounted rate to survey the additional miles.

Respectfully submitted by Barbara Thorpe, President

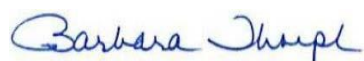


EXHIBIT C INSURANCE

REQUIREMENTS

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the CONSULTANT's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate

If the CONSULTANT maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its elected and appointed officials, employees, and agents are to be covered as insureds on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **CONSULTANT's insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the CONSULTANT's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.

Waiver of Subrogation

CONSULTANT hereby grants to City a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the City by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the CONSULTANT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

CONSULTANT shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.