

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH DISABILITY ACCESS CONSULTANTS, LLC
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ___ day of _____, 2024, by and between the City of Santa Rosa, a municipal corporation ("City"), and Disability Access Consultants, a California Limited Liability Company ("Consultant").

R E C I T A L S

- A. City desires to contract for professional services to revise and update the Americans with Disabilities Act Self-Evaluation and Transition Plan.
- B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.
- C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.
- D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A ("Scope of Services"). Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report,

including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of three-hundred ninety-eight thousand, forty-six dollars and no cents (\$398,046.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 09708.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any

intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Dominique Blanquie
100 Santa Rosa Ave, Ste 1
Santa Rosa, CA 95404
(707) 543-4656
DBlanquie@srcity.org

Consultant Representative:

Tim Mahoney
2862 Olive Highway, Ste D
Oroville, CA 95966
(800) 743-7067
tmahoney@dac-corp.com

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between

City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than October 1, 2024.

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

yes no (check one)

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. CONSULTANT INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by City, whether

received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any

such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing Limited Liability Company, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

20. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

Executed as of the day and year first above stated.

CONSULTANT:

Name of Firm: Disability Access Consultants, LLC

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

Signatures of Authorized Persons:

By: _____

Print Name: Tim Mahoney

Title: General Manager

City of Santa Rosa Business Tax Cert. No.

Attachments:

- Attachment One - Insurance Requirements
- Exhibit A - Scope of Services
- Exhibit B - Compensation

CITY OF SANTA ROSA
a Municipal Corporation

By: _____

Print Name: Natalie Rogers

Title: Mayor

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

City Clerk

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS**

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	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 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Consultant or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT A – Scope Of Services

1. Phase I – Self-Evaluation/Facility Survey/Barrier Assessment

The Consultant will develop and administer the forms and procedures to fully survey and review the items below to identify barriers to accessibility or equal access as defined by ADA Accessibility Guidelines for Buildings and Facilities (ADAAG), the Public Rights of Way Guidelines (PROWAG) from the Federal Access Board, the Federal Highway Administration’s California Edition of the Manual on Uniform Traffic Control Devices (MUTCD), and California Code of Regulations/Title 24. Final product should include relevant maps and drawings as appropriate to reference the relevant items.

1. Relevant public facilities
 - a. High public use Buildings & Sites with service counters and community centers
 - b. Low public use Building & Sites such as fire stations
 - c. Publicly Accessible Water Department facilities (Laguna Treatment Plant, Utilities Field Operations Counter, and Training Rooms)
 - d. Bus Stops and Public Transit Facilities
 - e. Regional, Community, and Neighborhood Parks
 - f. Parking Garages, Lots, and on-street public parking
2. Public rights-of-way that lead directly to City facilities or Services: e.g., 100 miles of sidewalks (area to be within Santa Rosa city limits and as determined by City staff), crosswalks, pedestrian signals, pathways and curb ramps, trail heads, shared-use paths. This will also include portions of City metered and permit parking areas.
3. Representative Sampling of Activities and services provided by the Parks and Recreation Department

The Consultant shall compile the final Self Evaluation Report summarizing all findings.

2. Phase II – Transition Plan

The Consultant will develop an updated and revised ADA Transition Plan to include, but not limited to:

- a. Executive summary
- b. Methodology for evaluation of barriers
- c. Comprehensive list of each identified barrier
- d. Reference to code defining each barrier to access
- e. Proposed solutions to eliminate each barrier
- f. Summary of estimated costs for remediation
- g. Prioritization recommendations for barrier remediation
- h. Estimated time to completion
- i. Procedures and forms for monitoring implementation and program maintenance
- j. Procedures and forms for performing evaluations of additional barriers
- k. Recommendations of modifications to Procedures and forms for filing Requests for Accommodation
- l. Standard drawings for remediation methods

- m. Recommend City program improvements or new programs/policies/procedures
- 3. Project Listing
 - a. The Consultant will develop an electronic listing to facilitate ongoing monitoring and updating of the final comprehensive ADA Transition Plan by City staff.
 - b. The listing shall correlate to all items identified on the transition plan, including but not limited to, Barrier Reports, Transition plans, reference drawings, standard drawings and photographs. Maps and floorplans identifying and referencing applicable items in the Transition Plan should be included.
 - a. Comprehensive list of each identified barrier with relevant photos, diagrams, figures, or maps.
- 4. Public Participation and Outreach
 - a. The Consultant will lead an outreach program to assist the City in advising the public of the ADA Self-Assessment and Transition Plan project and to provide an opportunity for interested persons, individuals with disabilities, or organizations representing persons with disabilities to provide input and participate in the development of the plan.
 - b. Coordinate with City staff to identify and reach out to appropriate disabled community groups.
 - c. Participation will consist of six (6), one (1) hour in length, advertised public meetings in person and virtually, to enable the public an opportunity to review the draft document, identify project priorities, and solicit feedback.
 - d. The Consultant will prepare program materials and questionnaires, attend the meetings, maintain a record of the proceedings and comments, compile responses to public outreach, and be prepared to answer questions within their area of expertise.
- 5. Presentation to Council
 - a. The Consultant will assist in drafting a staff report, resolution, and PowerPoint presentation on the final ADA Transition Plan and will participate in a presentation at a regularly scheduled council meeting (TBD) for discussion and adoption by the City Council. The City Council typically meets on alternate Tuesdays. Meetings start at 4:00 pm and can last well into the evening hours. Consultant must be prepared to be available for this night time meeting schedule.
- 6. Project Deliverables

The following will be the minimum deliverable elements for the project with survey results in Microsoft Excel Spreadsheet format and reports in Microsoft Word format:

1. Self-Evaluation – recommendations, including proposed procedures and forms
2. Draft Self-Evaluation Report – in hard copy and editable electronic formats
3. Final Self-Evaluation Report – in hard copy and editable electronic formats
4. Draft Compliance Assessment Report for City facilities – in binder and editable electronic formats
5. Final Compliance Assessment Report for City facilities – in binder and editable electronic formats
6. Draft Compliance Assessment Report for City ROW – in binder and editable electronic formats
7. Final Compliance Assessment Report for City ROW – in binder and editable electronic formats
8. Draft Public Participation and Outreach Program
9. Final Public Participation and Outreach Program
10. Draft ADA Self-Evaluation and Transition Plan – in binder and editable electronic formats

11. Final ADA Self-Evaluation and Transition Plan – in binder and editable electronic formats
12. Draft Database and Project Map – in editable electronic format
13. Final Database and Project Map – in editable electronic format
14. Consultant will attend at least four (4) meetings with Staff and one (1) City Council meeting to present the final ADA Self-Evaluation and Transition Plan for review and adoption.

4. Work Plan Proposal

It is understood that the City of Santa Rosa is requesting a firm with professional experience in accessibility compliance to assist City staff in the self-evaluation of City facilities, public rights-of-ways, programs, services, and activities, as well as develop a transition plan, which includes monitoring and management tools, for keeping in compliance with the Americans with Disabilities Act (ADA), Title 24 of the CBC and other relevant laws and regulations.

The City has provided a scope of approximately 111 buildings and facilities, 63 parks and recreational areas, 387 bus stops and transit facilities, accessible on-street parking and 12 City owned parking lots and garages that it wants inspected.

DAC understands that the City wishes to update each of its previous plans that were completed in 1993 and 2006 respectively. Further, the City wishes to build upon its additional ADA efforts in 2009, 2013 and 2016.

Project Commitment and Differentiators

Over the past 25 years, DAC has maintained its commitment for work being completed on time according to the established project benchmarks while maintaining our quality control standards. Costs are controlled due to our extensive experience, our methodology for data collection and analysis and our quality control procedures. DAC has not exceeded approved costs in any project and has at times completed a project under budget and ahead of schedule.

Our firm stands out in the public entity arena due to proven performance in a wide range of services, from programmatic and policy reviews, facility inspections, transition plans, consultation, plan reviews and expert witness services. We excel at providing a comprehensive assessment of our clients' current status by preparing a study of all areas related to accessibility throughout City departments and divisions to document ongoing compliance. DAC has a reputation to being responsive to the client's needs, providing on-time project completion within budgets. DAC has a proven track record for conducting comprehensive ADA self-evaluations and transition plans, as well as providing implementation strategy assistance and related services. Over the 25 years of serving our clients, DAC has demonstrated financial stability, staff stability and has a no claims insurance record.

DAC has the extensive knowledge and experience with all Federal and State regulations from our 25 years in business, that includes, but is not limited to the ADA up to and including the current 2010 ADA Standards, 28 Code of Federal Regulation (CFR) 35, Title 24 California Building Standards Code, Title II of the ADA, PROWAG, MUTCD, Section 504 and related Federal and State Standards and Regulations.

The inspections will identify barriers or potential barriers in accordance with applicable Federal and State accessibility standards and regulations. In addition, it is understood that DAC will assist the City in developing a schedule for barrier removal over time in a cost effective and realistic manner, using programmatic solutions where available.

To successfully complete the project activities in a timely manner, DAC will work closely and collaboratively with the City of Santa Rosa without imposing unnecessary interruptions or burdens to staff.

DAC will provide services required to complete the project for the development of the City's ADA Self-Evaluation and Transition Plan. DAC also has suggestions for additional tasks may be included based on our experience in assisting public entities to update their self-evaluation and transition plans.

In general, the project will be completed in two (2) phases along with other tasks and deliverables:

1. Phase I: Self-evaluation: to include the survey, review and analysis of facilities, programs, services and activities.
2. Phase II: Transition plan update: to include collaboration with various stakeholders to review Phase I results, establish priorities and schedules for completion and to reach a consensus for a finished product.
3. Project Listing
4. Public Participation and Outreach
5. Presentation to Council
6. Project Deliverables

Scope of Services

To provide the City with the requested services DAC will perform at minimum, the following tasks, recognizing that some tasks will overlap phases:

1. Phase I: Self Evaluation/Facility Survey/Barrier Assessment

- 1) DAC will meet with designated City staff, to discuss project expectations, survey methodology and a schedule for project deliverables. DAC will take this opportunity to review and clarify any questions related to the project's scope, and to become familiar with important issues and availability of resources. DAC will serve in a project management capacity throughout the project with general direction from the City's project team.
- 2) DAC will meet with members of the City's staff and accessibility team to describe the process, timelines, and expectations associated with both phases of work, as well as to gather any general input they may provide. DAC will also work with the City to coordinate public outreach regarding transition plan process.
- 3) DAC will suggest monthly or as-needed progress and update meetings with City staff to ensure City and DAC are meeting project goals and contract objectives.
- 4) DAC will conduct selected departmental programmatic and policy reviews to determine if potential barriers to participation in City operated or sponsored services and events exist.
- 5) DAC will create a report of accessibility issues related to programs and policies and meet with the City's project team to provide suggested changes to achieve compliance.
- 6) DAC will conduct field surveys of City buildings and facilities listed the Request for Proposal. The surveys will focus on the evaluation of architectural barriers for compliance with both ADA and Title 24 of the California Building code both in the interior and exterior of City buildings and facilities. The survey will include but not be limited to; path of travel, both in the public right-of-way within and around the building and facility, building hallway travel and means of egress, bathroom and break rooms, public assembly areas and signage. The reports will provide an initial recommendation in terms of priority for barrier removal and meeting current ADA and California Building Code compliance.

As required by the ADA, the 2010 ADA Standards will be compared with state codes 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 significant savings when codes change and the plan needs to be updated.

DAC will conduct field surveys of approximately 111 buildings and facilities, 63 parks and recreational areas, 387 bus stops and transit facilities, accessible on-street parking and 12 City owned parking lots and garages.

- 7) DAC understands the City's scope of facilities, public right-of-way and parks, including, but not limited to:

1. Relevant public facilities
 - a. High public use Buildings & Sites with service counters and community centers
 - b. Low public use Building & Sites such as fire stations
 - c. Publicly Accessible Water Department facilities (Laguna Treatment Plant, Utilities Field Operations Counter, and Training Rooms)
 - d. Bus Stops and Public Transit Facilities
 - e. Regional, Community, and Neighborhood Parks
 - f. Parking Garages, Lots, and on-street public parking
2. Public rights-of-way that lead directly to City facilities or Services: e.g., sidewalks, crosswalks, pedestrian signals, pathways and curb ramps, trail heads, shared-use paths. This will also include portions of City metered and permit parking areas.
3. Representative sampling of activities and services provided by the Parks and Recreation Department.
- 8) DAC is mindful of City staff's time and availability and as such DAC will conduct the field surveys with the intent of requesting as little assistance from City staff as possible. Surveys of facilities that require City staff assistance, such as secure facilities or those that are not generally staffed, will be coordinated through the City's project team, and scheduled in a way that minimizes the impact to the regular workloads of the applicable staff members.
- 9) DAC will compile survey data in our DACTrak Accessibility Management Software, which is a user friendly and easily accessible web-based format. Reports can be generated in multiple file types, including Microsoft Excel, PDF, KML and ESRI Shapefile.
- 10) Survey data for public rights-of-way will also include GIS information that is compatible with ESRI ArcMap and other ArcGIS programs.

The survey reports provided to the City will include the following information at a minimum:

- a. Sidewalks: Location description and GIS coordinates of non-compliant findings, length, width, cross slopes, material, surface condition, location of heavy cracking, uplifting, and obstacles within the sidewalk and driveway crossings.
 - b. Curb Ramps: Location description and GIS coordinates of non-compliant findings, type, surface condition, landing, cross slopes, width, truncated domes, and crosswalk connection and alignment.
 - c. Missing Curb Ramps: Location description and GIS coordinates, sidewalk surface condition, type and number of fixed obstacles.
 - d. Pedestrian Ramps: Location description, GIS coordinates for exterior ramps if available, length, width, landing, cross slopes, and hand railing and condition.
 - e. Buildings: Measurements and data collected will be processed using both federal ADA and California criteria and data points, and reports will include non-compliant findings as compared to all applicable codes.
- 11) DAC will compile the recorded data, and following our multi-step editing and quality control process, will meet with the City's project team to review and analyze data gathered from the survey process.



adjusted to adhere to any cost estimates the City of Santa Rosa may utilize. To access the reports, DAC will provide the City with a presentation of the DACTrak Accessibility Management software that allows users to generate reports in multiple formats, and to manage and track progress of the City's updated transition plan.

- 12) Following the DACTrak presentation, DAC will issue logins to the authorized City users. The DACTrak users will be able to review the facility survey report data and offer feedback to DAC. DAC will record all feedback and make appropriate changes as directed by the City.

2. Phase II: Transition Plan Update

- 1) DAC will provide the City with access to DACTrak Accessibility Management online software to easily allow the City to review the first draft of the ADA Transition Plan Update (Plan). The first draft will be based on prior research and data collected during the surveys. The reports will include an initial recommendation for priority of barrier removal typically associated with each type of deficiency. Using DACTrak, the City can further refine the priorities using factors such as use and available funding. DAC will work with the City and propose strategies to achieve the recommended goals.
- 2) DAC will consult with the Accessibility Team to review the draft transition plan document, identify project priorities, and solicit feedback for refining the various components. DAC will incorporate any appropriate comments, suggestions or changes made by the City's project team into the draft plan.
- 3) DAC will consult with the Santa Rosa to review the draft transition plan document, identify project priorities, and solicit feedback for refining the various components. DAC will document all suggestions.
- 4) DAC can assist the City with proven tools and methods in order to complete its required public outreach efforts.
- 5) DAC understands and will provide the following deliverables within the City's Transition Plan
 - a. Executive summary
 - b. Methodology for evaluation of barriers
 - c. Comprehensive list of each identified barrier and "as-is" condition
 - d. Reference to code defining each barrier to access
 - e. Proposed solutions to eliminate each barrier
 - f. Summary of estimated costs for remediation
 - g. Prioritization recommendations for barrier remediation
 - h. Estimated time to completion
 - i. Procedures and forms for monitoring implementation and program maintenance
 - j. Procedures and forms for performing evaluations of additional barriers
 - k. Recommendations of modifications to Procedures and forms for filing Requests for Accommodation
 - l. Standard drawings for remediation methods
 - m. Recommend City program improvements or new programs/policies/procedures
- 6) Each of the items requested in item #5 are included within DACTrak
- 7) DAC will prepare and produce a second draft of the ADA Transition Plan that is clear, concise, and user-friendly. The report will include a detailed description of identified barriers, a method to remove or remediate the barrier, as well as initial prioritization for barrier removal and tools to allow the City to manage the barrier removal and transition plan. The Executive Summary document will describe the process that the City took to update the transition plan and include a summary of the public input received.
- 8) DAC will also provide DACTrak logins to authorized City users so that custom reports can be generated on demand in multiple styles and file formats.
- 9) DAC will also provide the Executive Summary of the project, which will include an overview of the process, the comments received, participation of various stakeholders, recommendations

for continued compliance and the end result. This summary will be provided to the City Commission and may be made available to the public at the City's discretion.

3. Project Listing

- 1) DAC will provide the City with an electronic database of items contained in the Facility Survey Report through the online DACTrak Accessibility Management Software. Reports generated in DACTrak may be exported into the City's preferred Microsoft Excel format, as well as PDF. Available maps will also be provided in KML and ArcGIS data format (Shapefiles).
- 2) 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.
- 3) DAC will provide the City with actual online accessibility management software, not just an electronic database of items contained in the facility survey report. DAC has found that an electronic database does not provide the City with a tool containing integrated photographs needed to implement a barrier removal plan, set priorities, make notes and print custom reports.
- 4) DAC will provide the City with DACTrak, a web-based monitoring, tracking, and management system at project completion. DACTrak allows users to review and update progress in barrier removal, and to generate many different styles of reports to document progress. DACTrak allows users to generate electronic versions of transition plan reports in PDF, Excel, KML and ESRI Shapefile formats. Reports may be generated site-by-site, or in multiple facility reports that gives the user the capability to choose several sites to be included in one document or one map file.
- 5) DAC will provide advisement to the City on prioritizing barrier removal to allow equal access to all City services, and also advise the City on programmatic options that would provide compliant access to services.

4. Public Participation and Outreach

- 1) DAC understands the City's requirement for providing opportunities for public input to the City's ADA plan.
- 2) DAC has developed multiple, proven methods and tools to assist the City in meeting public input and public outreach requirements.
- 3) DAC will collaborate with the City lead an outreach program to assist the City in advising the public of the ADA Self-Assessment and Transition Plan project and to provide an opportunity for interested persons, individuals with disabilities, or organizations representing persons with disabilities to provide input and participate in the development of the plan.
- 4) DAC will collaborate and coordinate with City staff to identify and reach out to appropriate disabled community groups.
- 5) DAC understands that the City has requested the public participation consist of six (6), one (1) hour in length, advertised public meetings in person and virtually, to enable the public an opportunity to review the draft document, identify project priorities, and solicit feedback.
- 6) DAC has a full portfolio of materials and questionnaire to assist the City in these efforts and will attend the meetings, maintain a record of the proceedings and comments, compile responses to public outreach, and be prepared to answer questions within their area of expertise.

5. Presentation to Council

DAC can present the final draft ADA Transition Plan at a regularly scheduled City Council meeting for discussion and concurrence by the City. It is not required nor recommended that the transition plan be approved or adopted by the City Council. Transition plans are designed to be flexible and adjusted as needed per the City's annual budget and projects. If the transition plan is adopted, projected dates of completion that are not met may become problematic.

6. Project Deliverables

DAC understands the project deliverables and will be able to provide the reports, plan and deliverables in multiple formats. The City has requested, and DAC will provide the following deliverable in the following formats:

- 1) Self-Evaluation – recommendations, including proposed procedures and forms
- 2) Draft Self-Evaluation Report – in hard copy and editable electronic formats
- 3) Final Self-Evaluation Report – in hard copy and editable electronic formats
- 4) Draft Compliance Assessment Report for City facilities – in binder and editable electronic formats
- 5) Final Compliance Assessment Report for City facilities – in binder and editable electronic formats
- 6) Draft Compliance Assessment Report for City ROW – in binder and editable electronic formats
- 7) Final Compliance Assessment Report for City ROW – in binder and editable electronic formats
- 8) Draft Public Participation and Outreach Program
- 9) Final Public Participation and Outreach Program
- 10) Draft ADA Self-Evaluation and Transition Plan – in binder and editable electronic formats
- 11) Final ADA Self-Evaluation and Transition Plan – in binder and editable electronic formats
- 12) Draft Database and Project Map – in editable electronic format
- 13) Final Database and Project Map – in editable electronic format
- 14) Consultant will attend at least four (4) meetings with Staff and one (1) City Council meeting to present the final ADA Self-Evaluation and Transition Plan for review and adoption.

Project Approach

In addition to activities listed in the preceding task summary, activities will also include, but are not limited to the following:

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

DAC will conduct an initial project kick-off meeting with selected City of Santa Rosa staff to establish roles and lines of communication, refine project goals, review the overall project schedule, initiate the schedule for surveys of City of Santa Rosa 's facilities as needed and identify key City of Santa Rosa personnel related to the project scope. 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 Santa Rosa 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 Santa Rosa.
- ❑ The CASp designated team member that will coordinate and oversee the inspection team during the facility reviews will be Mike Boga. Mike 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.
- ❑ DAC team members will meet with the designated City of Santa Rosa staff to discuss the project scope, deliverables currently needed by the City of Santa Rosa, deliverables that may be needed by the City of Santa Rosa in the near future, discuss projected schedules and timelines, discuss cost saving methods, and review alternatives for compliance by the City of Santa Rosa. 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, contact information, project dates and other relevant information.
- ❑ DAC staff members wear DAC company embroidered logo 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. 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 Authority is challenged by litigation.
- ❑ Project objectives will be clarified and elements that may be unique or of particular importance for the City of Santa Rosa will be discussed. Items such as community input and staff needs will be confirmed.
- ❑ Hours of operation, schedules and City of Santa Rosa activities by location will be discussed.
- ❑ Monthly progress meetings times and dates will be discussed and established.



2. Survey Facilities-Access Compliance Assessment Reports and Software for Transition Plans

- ❑ DAC will survey the City of Santa Rosa buildings, facilities, parks, parking lots and public rights-of-way as listed in the RFP. DAC will discuss the areas that are required to be surveyed at the kick-off meeting.
- ❑ Identified barriers and obstacles will be prioritized as discussed in the Scope of Work. Use of the DACTrak software will provide the City of Santa Rosa with an additional tool to reprioritize items depending upon the unique and ongoing needs of the City of Santa Rosa 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 photographs are utilized 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.
- The DAC accessibility specialists record detailed, as-is measurements for each accessibility item and element. DAC does not record a “yes” or “no” response. The measurements are recorded into a tablet with the associated photo and are exported daily to the servers for processing in accordance with the applicable federal or state code or standard. Use of a standardized form on a tablet versus a checklist provides greater consistency and accuracy between inspectors. The exports are immediately viewable by our quality control editors and by our CASp team leader.
- 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.

As part of the path of travel from the public right-of-way to City facilities, sidewalk, curb ramp and intersection 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 1/2 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, 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 1/2 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 Santa Rosa. Thus, the draft report is ready the same day or at the end of the inspection of the particular site.

Historically, cost estimates for remediation are provided to the City within the DACTrak software. DAC will continue this methodology. However, over the past year, due to the labor and material pricing volatility, supply chain issues with the COVID-19 pandemic, and costing fluctuations, DAC has collaborated with its customers directly to review potential adjustments to remediation costing, as needed. It may not be necessary, but DAC wanted to provide the most accurate and current market pricing available.



As an example, if the City has received recent cost estimates for standard nonaccessible items or other construction elements, then the City's cost is entered into the DACTrak program. DAC can discuss these options in further detail with the City directly.

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.

Quality Control and Performance

The DAC Team is organized and performs under the leadership of the DAC Project Manager with the assistance of DAC support staff. The DAC project manager coordinates activities with the DAC Director of Administrative Services to schedule project activities and provide progress reports. As the point of contact with the City, the DAC project manager provides input and direction to the DAC Team and communicates with the CASp Inspection Team Leader. The DAC accessibility specialists work directly with the DAC CASp Team Leader.

Information is collected using tablets with our DACTrak data collection software. DACTrak itself is a quality control product as it requires the user to collect the required measurements, thus providing greater consistency and reliability. If the required information is not collected for each accessibility requirement, DACTrak prompts the user and requires the information to be filed in before the user conducting the survey can continue. Using this method to compile information is one method DAC uses for quality control. An additional method is the review by the project team leader. The project team leader uses the DACTrak accessibility management system to review the data collection from each DAC inspection team on a daily basis.

Strengths of the team include experience in working together on many similar projects, knowledge of the ADA, Section 504 of the Rehabilitation Act and related codes and standards. Several of our team members provide training for city and county governments.

DAC has a long standing and proven track record of on-time (frequently ahead of schedule) performance and performing services under budget.

Project Schedule

Based on experience with similar projects, it is estimated that the project completion time will be 8 months.

Although the addendum states that this project can be extended to 12-month agreement, DAC projects that the deliverables for this agreement can be completed in 8 months or less.

Please see the following month-to-month summary chart of tasks and assignments.

PHASE I - Self-Evaluation		Month							
	Assigned Staff	1	2	3	4	5	6	7	8
Kick-Off Meeting	Barb Thorpe/Jennie Grover/Tim Mahoney								
Facility Inspections	Mike Boga / Candice Pursch								
Sidewalk Inspections	Mike Boga / Candice Pursch								
Bus Stop/Transit Inspections	Candice Pursch/Mike Boga								
Policy, Procedure Review	Barb Thorpe / Jennie Grover								
Public Input Announcement and Window	Barb Thorpe / Jennie Grover								
Phase II - Transition Plan		Month							
	Assigned Staff	1	2	3	4	5	6	7	8
Plan Development / Implementation Strategies	Tim Mahoney/Jennie Grover								
DACTrak Training and logins provided to staff	Jennie Grover								
First Draft Self-Evaluation / Transition Plan	Barb Thorpe/Jennie Grover								
Further Plan Development Assistance and Collaboration	Jennie Grover/Barb Thorpe								
Final Draft Transition Plan	Jennie Grover/Barb Thorpe								
City Council Meeting, if needed	Barb Thorpe/Jennie Grover/Tim Mahoney								



Exhibit B

TASKS		STAFF POSITIONS AND BILLING RATES							Cost (\$)
		Project Manager	CASp	General Manager	Director of Administrative Services	Field Team Leader	Accessibility Specialists	IT Director	
		\$120	\$120	\$100	\$95	\$95	\$85	\$0	
Phase I - Self Evaluation									
	Project Management, Coordination, Reporting, Communication	40	10	10	30	30			\$ 12,700
1.	Relevant Public Facilities (Note 1)	16	24	8	24	140	1220		\$ 124,880
a.	High Use Buildings - TBD (Note 1)								\$ -
b.	Low Use Buildings - TBD (Note 1)								\$ -
c.	Water Department Facilities	4	2	2		8	32		\$ 4,400
d.	Bus Stop and Public Transit - 387 Stops	4	8	4	8	30	350		\$ 35,200
e.	Regional, Community and Neighborhood Parks	12	12	2	24	100	900		\$ 91,360
f.	Parking Garages, Lots and On-Street Parking (5 garages, 8 lots)					20	100		\$ 10,400
2.	Public Right of Way - 100 Linear miles of PROW	8	12	7	20	60	580		\$ 60,000
3.	Representative Sampling of Activities and Services Provided by Park	24		12	24				\$ 6,360
Phase I Scope and Task Total		108	68	45	130	388	3182	0	\$ 345,300
Phase II - Transition Plan									
1.	Transition Plan Report	32			44			14	\$ 8,020
2.	City Wide Reference Map: Included with DACTrak							12	\$ -
	Project Database: Included with DACTrak							12	\$ -
3.	Public Participation and Outreach	24		8	40				\$ 7,480
4.	Presentation to Council	4		2	4				\$ 1,060
Phase II Scope and Task Total		60	0	10	88	0	0	38	\$ 16,560
TOTALS		168	68	55	218	388	3182	38	\$ 361,860
10% Budget Contingency - Use only as directed by City									
1.	10% Budget Contingency								\$ 36,186
TOTAL WITH CONTINGENCY		0	0	0	0	0	0	12	\$ 398,046
Notes	Detail								
1	Facility inspection cost and review of high use vs low use: The current estimate for inspections of all City facilities is \$124,880. The cost for inspections are to complete the exterior and interior of the facilities provided in the RFP.								
2	Public rights -of- way (PROW) The current cost estimate for the inspections of the City PROW is \$600/linear mile of sidewalk. The City has elected to complete 100 linear miles of sidewalk for this initial phase. Should the City wish to inspection more sidewalk above the 100 linear miles, the cost would be \$600 for each additional mile.								
3	Public Participation and Outreach: DAC will provide City with multiple options it can pursue. DAC and City will collaborate to determine best methods for City to utilize.								
4	10% Budget Contingency: Will only be used as directed by City								