

## **AGREEMENT FOR SERVICES**

This Agreement is made and entered into this 17<sup>th</sup> day of July, 2023, by and between **THE CITY OF LA HABRA**, (hereinafter referred to as the “**CITY**”), and Disability Access Consultants, LLC (hereinafter referred to as the “**CONSULTANT**”).

### **RECITALS**

WHEREAS, **CITY** requires professional services for; ADA Accessibility Assessment Survey FY 2023,

WHEREAS, the **CONSULTANT** represents that it is qualified and experienced to provide such services; and,

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, **CITY** and **CONSULTANT** hereby agree as follows:

### **ARTICLE I** **SCOPE OF SERVICES AND TERM**

#### 1.1 General Scope of Services.

A. **CITY** hereby engages **CONSULTANT**, and **CONSULTANT** hereby accepts such engagement, to perform the various services set forth in Exhibit “A” (the documents contained in Exhibit “A” shall be hereinafter referred to as the “Scope of Work”).

B. All professional services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices.

C. Warranty: **CONSULTANT** warrants that it shall perform the professional services required by this Agreement in compliance with the federal and California laws related to minimum hours and wages, including but not limited to, 40 U.S.C.A. §§ 3141, et seq., California Labor Code, §§ 1171, et seq. and California Labor Code, §§ 6300, et seq.; fair employment practices, including but not limited to, 29 U.S.C. 651, et seq.; and fair employment, including but not limited to, 29 U.S.C. 201, et seq., The California Fair Employment and Housing Act California Government Code, §§ 12900, et seq., Title VI of the Civil Rights Act of 1964, as amended, 49 CFR 21 through appendix H and 23 CFR 710.405 (b); and all other federal, state and local laws and ordinances applicable to the work required under this Agreement.

D. Non-exclusive Agreement. **CONSULTANT** acknowledges that **CITY** may enter into agreements similar to this Agreement with other consultants.

## 1.2 Term.

The term of this Agreement shall begin on July 17, 2023 and continue until July 17, 2025; or, until such time as it is terminated pursuant to the provisions in Article V of this Agreement.

## **ARTICLE II** **RESPONSIBILITIES OF CONSULTANT**

### 2.1 Control and Payment of Subordinates.

**CITY** retains **CONSULTANT** as an independent contractor and not an employee of **CITY**. All personnel to be utilized by **CONSULTANT** in the performance of this Agreement shall at all times be under **CONSULTANT'S** exclusive direction and control. **CONSULTANT** shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. **CONSULTANT** shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

### 2.2 Conformance to Applicable Requirements.

All services provided by **CONSULTANT** shall be subject to the approval of the **CITY**.

### 2.3 Standard of Care; Licenses.

All professional services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices. **CONSULTANT** represents and warrants to **CITY** that it has all licenses, permits, qualifications and approvals that are legally required to practice its profession and to provide the services hereunder. **CONSULTANT** further represents and warrants that it shall keep in effect all such licenses, permit, and other approvals during the term of this Agreement.

### 2.4 Project Representatives.

The City Manager or his designee shall be the Project Representative of **CITY** for purposes of this Agreement and may issue all consents, approvals, directives and agreement on behalf of **CITY**, called for by this Agreement except as otherwise expressly provided in this Agreement. Project representative shall coordinate all phases of this project and shall be available to **CITY** at all reasonable times.

### 2.5 Accounting Records.

**CONSULTANT** shall maintain complete and accurate records with respect to costs

and expenses incurred in the performance of this Agreement. All such records shall be clearly identifiable as being associated with this Agreement. **CONSULTANT** shall allow an authorized representative of **CITY**, during normal business hours, to examine, audit, and make transcripts of copies of such records. **CONSULTANT** shall allow **CITY** to inspect all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment (or completion of work) under this Agreement.

### **ARTICLE III** **COMPENSATION**

#### **3.1 Compensation.**

Except as provided in this section, **CONSULTANT** shall receive compensation for all Services rendered under this Agreement at the rates set forth in the Schedule of Hourly Billing Rates attached hereto as Exhibit "B", and incorporated herein by reference. Total compensation shall not exceed Two Hundred Seventeen Thousand and Seven Hundred Dollars (\$217,700), without written approval of **CITY'S** Project Representative. **CONSULTANT** shall not receive compensation for any services provided outside the Scope of Work unless such additional services (hereinafter "Extra Work") are approved in writing by **CITY** or its appointed representative prior to **CONSULTANT** performing the "Extra Work".

#### **3.2 Payment of Compensation.**

**CONSULTANT** shall provide **CITY** an itemized monthly statement which indicates work completed, hours of service rendered and units of supplies provided to the Project by **CONSULTANT**, from July 17, 2023, or the start of the subsequent billing periods, as appropriate, through the date of the statement. **CITY** shall make any payment due within forty- five (45) days after approval of the invoice by **CITY**.

#### **3.3 Extra Work.**

At any time during the term of this Agreement, **CITY** may request that **CONSULTANT** perform Extra Work. As used herein, "Extra Work" means any work which is determined by **CITY** to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. **CONSULTANT** shall not perform Extra Work until receiving prior written authorization from **CITY'S** Project Representative. It is specifically understood and agreed that oral requests and/or approvals of "Extra Work" shall be barred and are unenforceable.

#### **3.4 Amendment of Scope of Work.**

**CITY** shall have the right to amend the Scope of Work within the Agreement by written notification to the **CONSULTANT**. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of **CONSULTANT** to secure **CITY'S** written authorization for "Extra Work" or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate **CITY** authorization.

### 3.5 Reimbursement for Expenses

**CONSULTANT** shall not be reimbursed for any expenses unless prior written authorization is obtained from **CITY**.

## **ARTICLE IV** **INSURANCE**

### 4.1 Insurance Requirements.

The **CITY** reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, **CONSULTANT** agrees to amend, supplement or endorse the policies to do so.

Without limiting the indemnity provisions of the Contract, the **CONSULTANT** shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance.

### 4.2 Minimum Scope of Insurance.

- (a) **Commercial General Liability (CGL)** which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 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.
- (b) **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- (c) **Workers’ Compensation** as required by the State of California with statutory limits, and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- (d) **Professional Liability** with limit of not less than \$1,000,000 each claim and \$2,000,000 aggregate. Covered Professional Services shall specifically include all professional services to be performed under the contract and delete any exclusion that may

potentially affect the work to be performed.

If the **CONSULTANT** maintains broader coverage and/or higher limits than the minimums shown above, the **CITY** requires and shall be entitled to the broader coverage and/or higher limits maintained by the **CONSULTANT**.

#### 4.3 Endorsements.

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the **CITY** for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

(a) Commercial General Liability

- (1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. Additional Insured Endorsements shall not:
  1. Be limited to "Ongoing Operations"
  2. Exclude "Contractual Liability"
  3. Restrict coverage to the "Sole" liability of contractor
  4. Exclude "Third-Party-Over Actions"
  5. Contain any other exclusion contrary to the Contract Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 2010 and CG 20 37.
- (2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(b) Auto Liability

- (1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant.
- (2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-

insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

(c) Workers' Compensation

- (1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

#### 4.4 Insurance Obligations of Consultant.

The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to the **CONSULTANT**; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the **CITY**. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONSULTANT** under this agreement.

#### 4.5 Notice of Cancellation.

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the **CITY** except ten (10) days shall be allowed for non-payment of premium.

#### 4.6 Waiver of Subrogation.

Required insurance coverages shall not prohibit **CONSULTANT** from waiving the right of subrogation prior to a loss. **CONSULTANT** shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the **CITY** has received a waiver of subrogation endorsement from the insurer.

#### 4.7 Evidence of Insurance.

All policies, endorsements, certificates, and/or binders shall be subject to approval by the **CITY** as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the **CITY**. The **CITY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the **CITY**. If such coverage is cancelled or reduced, **CONSULTANT** shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the **CITY** evidence of insurance showing

that the required insurance has been reinstated or has been provided through another insurance company or companies.

#### 4.8 Deductible or Self-Insured Retention.

Any deductible or self-insured retention must be approved in writing by the **CITY** and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The **CITY** may require the **CONSULTANT** to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

#### 4.9 Contractual Liability.

This indemnity provision shall be included on the **CONSULTANT'S** commercial general liability policy endorsement and/or certificates.

#### 4.10 Failure to Maintain Coverage.

**CONSULTANT** agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the **CITY**. The **CITY** shall have the right to withhold any payment due until **CONSULTANT** has fully complied with the insurance provisions of this Contract.

In the event that the **CONSULTANT'S** operations are suspended for failure to maintain required insurance coverage, the **CONSULTANT** shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

#### 4.11 Acceptability of Insurers.

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the **CITY**.

#### 4.12 Claims Made Policies.

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial **CONSULTANT'S** Contract with the **CITY** and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Contract.

#### 4.13 Insurance for Subcontractors.

**CONSULTANT** shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the **CITY** as an Additional Insured, providing Primary and Non-Contributory

coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

#### 4.14 Additional Insurance.

Further, **CONSULTANT** shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized sub-consultant(s)' own actions during the performance of this Agreement.

### **ARTICLE V** **TERMINATION AND INDEMNIFICATION**

#### 5.1 Notice of Termination.

**CITY** may terminate the whole or any part of this Agreement at any time and without cause by giving seven (7) days written notice to **CONSULTANT** of such termination, and specifying the effective date thereof. **CONSULTANT** shall discontinue all services affected by such termination within seven (7) days of receipt of such notice, unless otherwise instructed by **CITY** in writing. **CONSULTANT** shall not terminate this Agreement except for cause.

#### 5.2 Termination Without Cause.

If **CITY** terminates this Agreement without cause, **CONSULTANT** shall be paid for services performed through the date of termination, upon receipt of written documentation of said services by **CITY**. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services.

#### 5.2 Termination for Cause.

Should **CONSULTANT** default in the performance of any covenant, condition, or agreement contained in this Agreement and the default is not cured within thirty (30) days after written notice of the default is served on **CONSULTANT** by **CITY** then **CITY**, in addition to any other remedies at law or equity, may terminate this Agreement. **CONSULTANT** shall be compensated for services which have been completed and accepted by **CITY**. **CONSULTANT** shall be liable to **CITY** for any reasonable additional costs incurred to correct or cure work performed by **CONSULTANT** that does not meet the standard of care which, at **CITY'S** discretion, must be revised, in part or in whole, to complete the Project.

#### 5.4 Procurement of Similar Services.

In the event this Agreement is terminated as provided by this Article, with or without cause, in whole or in part, **CITY** may procure, any and all services as may be necessary to complete the Project.

### 5.5 Work Product.

In the event of termination of this Agreement, all finished or unfinished design, development and construction documents, data studies, drawings, maps and reports prepared by **CONSULTANT** shall be delivered to the **CITY** within seven (7) days of **CONSULTANT**'s receipt of termination notice, and at no additional cost to **CITY**. Any use of uncompleted documents without specific written authorization from **CONSULTANT** shall be at **CITY**'s sole risk and without liability or legal expense to **CONSULTANT**.

### 5.6 Indemnification and Hold Harmless.

**These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. CITY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONSULTANT from liability under this section.**

Notwithstanding the existence of insurance coverage required of **CONSULTANT** pursuant to this contract, **CONSULTANT** agrees to defend, indemnify, hold free and harmless the **CITY**, its elected and appointed officials, officers, agents and employees, at **CONSULTANT**'S sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of **CONSULTANT** brought against the **CITY**, its elected and appointed officials, officers, agents and employees arising out of the performance of the **CONSULTANT**, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the **CONSULTANT**, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the **CONSULTANT**, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the **CITY**, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the **CONSULTANT**, its employees, and/or authorized subcontractors under this Agreement, whether or not the **CONSULTANT**, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the **CONSULTANT** shall not be liable for the defense or indemnification of the **CITY** for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the **CITY**. This provision shall supersede and replace all other indemnity provisions contained either in the **CITY**'S specifications or **CONSULTANT**'S Proposal, which shall be of no force and effect.

## **ARTICLE VI** **GENERAL PROVISIONS**

### 6.1 Notices.

All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail postage prepaid, return receipt requested to the following addresses indicated below:

IF TO CITY: Albert Mendoza, P.E.  
Deputy Director PW/City Engineer  
City of La Habra  
110. La Habra Blvd.  
La Habra, CA 90631

TO CONSULTANT: Barbara Thorpe  
President  
Disability Access Consultants, LLC  
2862 Olive Highway, Suite D  
Oroville, CA 95966

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

#### 6.2 Entire Agreement.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreement whether verbal or written, concerning the same subject matter. This Agreement may be modified only by a writing signed by both parties.

#### 6.3 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties. This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

#### 6.4 Subcontracts.

**CONSULTANT** shall not subcontract any portion of the work required by this Agreement without prior written approval of **CITY**. All approved subcontracts, if any, shall be accomplished by a written instrument. Such instrument shall contain an expressed assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement.

#### 6.5 Equal Opportunity Employment.

**CONSULTANT** represents that it is an equal opportunity employer and shall not discriminate either directly or indirectly against an employee or applicant for employment with **CONSULTANT** on the basis of race, color, religion, national origin, ancestry, sexual preference, sex or age. **CONSULTANT** shall also take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, national origin, ancestry, sexual preference, sex, age, or other prohibited

grounds.

6.6 Attorney's Fees.

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorney's fees and costs of suits.

6.7 Governing Law.

This Agreement shall be governed by and construed with the laws of the State of California. Any Action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Orange.

6.8 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

6.9 Right to Employ Other Consultants.

**CITY** reserves the right to employ other consultants in connection with this Project.

6.10 Covenant Against Contingent Fees.

**CONSULTANT** warrants that he/she/it has not employed or retained any company or person, other than a bona fide employee working with **CONSULTANT**, to solicit or secure this Agreement, and that he/she/it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **CITY** shall have the right to annul this Agreement without liability or, in its discretion to deduct from **CONSULTANT'S** compensation provided under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

6.11 Conflict of Interest.

**CONSULTANT** covenants that he/she/it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. **CONSULTANT** further covenants that in the performance of this Agreement, no person having any such conflict of interest shall be employed by **CONSULTANT**.

6.12 Statement of Economic Interest.

If **CITY** determines **CONSULTANT** comes within the definition of **CONSULTANT** under the Political Reform Act (Government Code §87100 et. seq.), **CONSULTANT** shall complete and file and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with the City Clerk of the **CITY**

disclosing **CONSULTANT** and/or such other person's financial interests.

6.13 No Waiver of Breach; Time.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.14 Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

6.15 Taxes.

**CONSULTANT** agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. **CONSULTANT** agrees to indemnify and hold **CITY** harmless from any liability which it may incur to the United States or to the State of California as a consequence of **CONSULTANT'S** failure to pay, when due, all such taxes and obligations.

6.16 Compliance with Law.

**CONSULTANT** shall comply with applicable federal, state and local laws, rules and regulations affecting the **CONSULTANT** and his/her/its work hereunder.

6.17 Title to Documents.

Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by **CONSULTANT** under the Agreement shall be vested in **CITY** upon compensation to **CONSULTANT** none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of **CITY**. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to **CITY** without restriction or limitations on their use. **CONSULTANT** may retain copies of the above described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of **CITY** during the term of this Agreement or until ninety (90) days after receipt of final payment from **CITY**, except for disclosures which are required by law, rule, regulation, court order, or government investigation

6.18 Validity.

The validity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

6.19 Headings.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

#### 6.20 Counterparts.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

#### 6.21 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provision of this Agreement.

#### 6.22 Confidentiality.

All findings, reports, information and exhibits prepared or assembled by **CONSULTANT** in connection with the performance of its professional services pursuant to this Agreement are confidential and **CONSULTANT** agrees that they shall not be made available to any individual or organization without the prior consent of **CITY**. All findings, reports, information and exhibits shall become the property of **CITY**.

#### 6.23 Responsibility for Errors.

**CONSULTANT** shall be responsible for its own work and results under this Agreement, and shall not be responsible for any work by **CITY** performed prior to the date of this Agreement or for any other acts or omissions directly attributable to **CITY**. **CONSULTANT**, when requested, shall furnish clarification and/or explanation as may be required by **CITY** regarding any services rendered under this Agreement at no additional cost to **CITY**. In the event that a negligent error or omission attributable to **CONSULTANT** occurs, then **CONSULTANT** shall, at no cost to **CITY**, provide all necessary design drawings, estimates and other **CONSULTANT** professional services, as authorized by this Agreement necessary to rectify and correct the matter to the standard of care of **CITY** and to participate in any meeting required with regard to the correction.

#### 6.24 Independent Contractor.

The parties hereto acknowledge and agree that the relationship between **CITY** and **CONSULTANT** is one of principal and independent contractor and no other. Nothing contained in this Agreement shall create or be construed as creating a partnership, a joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that **CONSULTANT** is not a partner with **CITY**, whether general or limited, and no activities of **CITY** or **CONSULTANT** or statements made by **CITY** or **CONSULTANT** shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

NOTE: In the event the **CONSULTANT'S** personal services are required, the following shall apply:

This Agreement is made on the express condition and understanding that Disability Access Consultants, LLC's personal services are a substantial inducement to **CITY** for entering into this Agreement. If for any reason Tim Mahoney, General Manager should no longer be the responsible manager for **CONSULTANT**, this Agreement shall be subject to immediate termination on written notice from **CITY**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

**CITY OF LA HABRA:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
JIM SADRO, CITY MANAGER

\_\_\_\_\_  
RICHARD D. JONES, CITY ATTORNEY

**ATTEST:**

**CONSULTANT**

\_\_\_\_\_  
RHONDA BARONE, CMC  
CITY CLERK

\_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF WORK**



**Response to Request for Proposal**  
**ADA Accessibility Assessment Surveys FY 2023**

February 16, 2023



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

**Cover Letter**

February 16, 2023

To: Tony An, P.E, Principal Engineer  
Engineering Division  
City of La Habra  
110 E. La Habra Boulevard  
La Habra, CA 90631

Re: **REQUEST FOR PROPOSAL (RFP)**  
**ADA ACCESSIBILITY ASSESSMENT SURVEY FY 2023**

Firm's Legal Name: Disability Access Consultants, LLC (DAC)

Headquarters: 2862 Olive Highway, Suite D, Oroville, CA 95966

Project Contact:	Tim Mahoney	Project Manager:	Barbara Thorpe
	General Manager		President
	<a href="mailto:tmahoney@dac-corp.com">tmahoney@dac-corp.com</a>		<a href="mailto:bthorpe@dac-corp.com">bthorpe@dac-corp.com</a>
	Phone: 1-800-743-7067		Phone: 1-800-743-7067

We appreciate the opportunity to submit our statement of qualifications and proposal for providing consultant services to produce an Americans with Disabilities Act (ADA) Transition Plan and Self-evaluation for the City of La Habra.

Disability Access Consultants, LLC (DAC) has extensive experience in the evaluation of program and facility accessibility and provides a full continuum of Americans with Disabilities Act (ADA) and accessibility services for public entities, such as the City of La Habra. Founded as a California company in 1998, DAC has provided services for the past 25 years to assist public entities to comply and implement accessibility requirements in accordance with the ADA, Title 24 of the California Building Code, Section 504 and related federal, state and local disability-related nondiscrimination laws and regulations. DAC has conducted over 28,000 building inspections, surveyed thousands of parks and playgrounds, over 15,000 thousand miles of public rights-of-way and performed hundreds of programmatic reviews and self-evaluations to study the accessibility of programs, services, activities, events and related areas. DAC staff includes certified playground safety inspectors to provide a value added service if requested by the City. DAC has a team of 25 staff, including CASp certified inspectors, dedicated to assisting public entities, such as the City of La Habra, with ADA compliance. DAC has a comprehensive understanding of applicable standards, regulations and requirement under Title II of the ADA, California Building Code and related state accessibility standards.

DAC is currently assisting or has recently completed similar studies for numerous city and county governments, including cities in proximity to the City of La Habra, such as the City of Anaheim, City of Fullerton, City of La Mirada, City of Downey, City of Norwalk, and the City of Lakewood. A more detailed list of over 100 similar projects completed by DAC is provided in our response.

To provide for easy management of the transition plan and documentation of compliance efforts, DAC has developed online software called DACTrak. DACTrak is a powerful tool to manage and update the transition plan, project costs and document progress. Custom reports can be printed in a variety of formats. The use of DACTrak provides for a better quality and finished product for easy and cost-effective management of the ADA plan.

The proposal is signed by Tim Mahoney, who is authorized to obligate DAC contractually and negotiate with the City. DAC has reviewed the City's RFP Terms and Conditions and Sample Contract Services Agreement and has no exceptions. DAC has received Addendum No. 1 published on February 7, 2023 and incorporated the information into our response.

Tim Mahoney, General Manager



## Table of Contents

<b>COVER LETTER</b> .....	<b>I</b>
<b>1. FIRM PROFILE</b> .....	<b>1</b>
<b>2. EXPERIENCES AND REFERENCES</b> .....	<b>3</b>
<b>3. PROPOSED PROJECT TEAM AND STAFF QUALIFICATIONS</b> .....	<b>6</b>
<b>4. PROPOSED APPROACH, SCOPE OF SERVICES AND PROJECT SCHEDULE</b> .....	<b>9</b>
TASK 1- DEVELOPMENT AND EXECUTION OF SELF-EVALUATION AND ADA TRANSITION PLAN .....	9
TASK 2 - CONDUCT COMPREHENSIVE FACILITY SURVEYS AND BARRIER ASSESSMENTS.....	10
TASK 3 - COMPREHENSIVE ADA SELF-EVALUATION AND TRANSITION PLAN .....	13
<b>5. FEE PROPOSAL</b> .....	<b>20</b>
<b>6. ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS</b> .....	<b>20</b>
<b>7. OTHER INFORMATION RELEVANT TO PROPOSAL</b> .....	<b>20</b>
SAMPLE DACTRAK SCREEN SHOTS AND INFORMATION .....	20
<b>8. QUALIFICATION</b> .....	<b>28</b>
DAC PUBLIC ENTITY CLIENT LIST.....	28

## 1. Firm Profile

DAC's staff is highly qualified to provide the services requested by the City of La Habra. DAC has provided services to public and private entities for the past 25 years to assist them in enhancing their compliance with the ADA and related state accessibility codes. DAC staff have necessary CASp and ICC certifications, and have provided similar services to hundreds of public entities, including towns, cities, counties, school districts, universities and park districts. DAC has also developed DACTrak software, which allows for consistent and efficient data collection in the field and seamless processing of data into usable and manageable online reports. DAC proposes to use DACTrak software to provide the requested transition plan services to the City of La Habra.

As our founder, Barbara Thorpe, worked with a public entity for nineteen years as the ADA Coordinator, 504 Coordinator and Director of Planning and Compliance, she has extensive experience working with individuals with disabilities and organizations representing individuals with disabilities. In addition, she has collaborated with individuals with disabilities and organizations that represent individuals with disabilities in a facilitative manner that has benefited city governments during her work with other municipalities. Barbara and the DAC team members have demonstrated the ability to engage and interact with individuals and organizations to assist with the prioritization, long range planning and implementation of the ADA plan. Barbara would serve as the project manager.

Our DAC accessibility management software, DACTrak, provides our clients with a powerful management tool to document compliance, project costs, print custom reports and record progress. DACTrak is not simply an excel spreadsheet, but actual software that has been developed by our company to assist with the implementation and documentation of the City's ADA plan and provides photographs of as-is site conditions, which has proved to be valuable documentation. Findings and recommendations, in addition to other data are preloaded into the DACTrak software. As DAC owns and licenses the DACTrak software, we can make custom modifications for our clients.



### Professional Services Provided by DAC

DAC provides a full continuum of professional services that include, but are not limited to:

- Facility inspections
- Self-evaluations for ADA and Section 504 of the Rehabilitation Act
- Certified Accessibility Specialist (CASp) Services
- Policy review and development
- Transition plans
- Public rights-of-way surveys
- Consultation
- Accessibility compliance intake and management software – DACTrak
- DACTrak training to conduct your own inspections
- Expert witness services
- Plan reviews
- ADA Plan implementation assistance and consultation
- Outdoor developed and recreational areas (pools, parks, trails, camping areas)
- NPSI playground safety inspections
- ADA playground inspections

DAC utilizes the appropriate standard(s) for the inspection that may include, but is not limited to:

- ADA 2010 Standards
- California Building Code
- ADA-ABA
- UFAS
- ANSI
- Section 504 of the Rehabilitation Act
- Outdoor developed and recreational standards
- National Playground Safety Institute (NPSI) standards
- PROWAG – Federal Public Rights-of-way Guidelines
- Manual on Uniform Traffic Control Devices (MUTCD)

DAC has been assisting several Joint Power Authorities throughout the State of California since 2000 and currently provides updates, consultation, plan reviews and expert witness services. DAC has worked with public entities of all sizes, from a single site to more than 500 sites and over 700 miles of sidewalks and curb ramps.

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. DAC has also recently provided training to the California Association of Joint Powers Authorities (CAJPA) regarding requirements for compliant websites. 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:

- a. Roles and Responsibilities of the ADA Coordinator
- b. ADA Roles and Responsibilities for Front Line Staff
- c. ADA Roles and Responsibilities for Executive and Management Staff
- d. Maintenance of Accessible Facilities
- e. 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.

Members of the DAC team have also served as expert witnesses to assist public entities to defend their current practices and ADA plan. DAC has only served on the side to assist public entities to defend their practices and plan and has never assisted with litigation against a public entity. Our mission statement and philosophy embrace the enhancement and assistance to our clients to build an ADA accessibility plan while documenting previous and current compliance methods.

### **In-House Abilities and Experience of the Team**

All staff are direct employees of DAC and represent a strong in-house team that has worked together on the majority of our projects. Due to our in-house capabilities, DAC does not have a need to subcontract with other companies or individuals. Having all team members for the project under one roof provides for clearer communication and accountability within the DAC team and between the City and DAC.

### **Background Checks**

All employees of Disability Access Consultants, LLC have background checks from the FBI and DOJ on file with DAC. We have conducted studies for school districts, state and local governments, the Federal Government, Judicial Chambers and Correctional Institutions that require background checks.

## 2. Experiences and References

### Client References

The following are a few recently completed references for scopes of work similar to the City of La Habra that include city and county governments. Numerous other references are available. All DAC staff proposed to provide services to the City of La Habra have worked on all projects listed in their assigned roles.

#### City of Manhattan Beach

Tim Birthisel, Sr. Civil Engineer  
 1400 Highland Avenue  
 Manhattan Beach, CA 90266  
 Phone: (310) 802-5368  
 Email: [tbirthisel@manhattanbeach.gov](mailto:tbirthisel@manhattanbeach.gov)

**Project Description** DAC performed a phased ADA self-evaluation and transition plan for City facilities, parks and public right-of-way, as well as a review of policies, procedures, programs and services. DAC provided a review of the City’s website for accessibility and assisted the City to complete an opportunity for public input. DAC is currently providing on-call compliance consulting. The City is using DACTrak online accessibility management software to implement the City’s transition plan.



Project Start Date: September 2018      Project End Date: current, on-going consultation

#### City of Fullerton

Jose Medina, Associate Engineer I Public Works  
 Project Design & Construction Division  
 303 W Commonwealth Ave  
 Fullerton CA 92832  
 (Phone) 714-738- 6863  
 Email: [joseme@ci.fullerton.ca.us](mailto:joseme@ci.fullerton.ca.us)

DAC is performing a phased ADA self-evaluation and transition plan for City facilities, parks and public right-of-way, as well as a review of policies, procedures, programs and services. DAC provided a review of the City’s website for accessibility and assisted the City to complete an opportunity for public input. The City is using DACTrak online accessibility management software to implement the City’s transition plan. DAC also assisting City with a Department of Justice (DOJ) Audit.



Project Start Date: October 2019      Project End Date: current, on-going consultation

---

**City of San Juan Capistrano**

Sam Penrod, HR and Risk Manager  
 32400 Paseo Adelanto  
 San Juan Capistrano, CA 92576  
 Phone: (949) 234-4565  
 Email: [spenrod@sanjuancapistrano.org](mailto:spenrod@sanjuancapistrano.org)



DAC performed a phased ADA self-evaluation and transition plan for City buildings, facilities and parks, as well as a review of policies, programs, services and procedures. DAC provided assistance with the opportunity for public input and consultation for Caltrans audit response. DAC continues to provide ongoing consultation regarding litigation, expert witness services and accessibility plan reviews.

Project Start Date: August 2018 Project End Date: May 2021, on-going consultation

---

**City of Fountain Valley**

Temo Galvez, Deputy Director  
 Public Works/City Engineer  
 10200 Slater Avenue  
 Fountain Valley CA 92708  
 Phone: (714) 593-4433  
[Temo.galvez@fountainvalley.org](mailto:Temo.galvez@fountainvalley.org)

Project name: ADA Self-evaluation and Transition Plan and contract for Multi-year accessibility consulting

- DAC conducted an ADA self-evaluation and transition plan for City buildings, facilities, and parks
- DAC trained City staff to collect field data for public rights-of-way using the DACTrak intake software
- DAC is assisting the City with consultation regarding accessibility and compliance
- DAC assisted the City to conduct an opportunity for public input and also conducted a self-evaluation of services, policies, programs and practices.

Start Date: 2009 Completion Date: On-going consultation and plan review

---

**City of Livermore**

Julie Chiu, Community Development, Engineering Division  
 1052 S Livermore Avenue  
 Livermore, CA 94550  
 Phone: (408) 500-5479



Project name: ADA Self-Evaluation and Transition Plan

- DAC completed an ADA self-evaluation and transition plan for City buildings, parks and 620 linear miles of public rights-of-way.
- DAC assisted the City to complete their public input process
- DAC conducted the ADA self-evaluation of programs, services and activities to determine if any may be considered discriminatory for individuals with disabilities and has provide the City with an Executive Summary detailing the results and recommendations.
- The City is currently using DACTrak to implement their transition plan.

Start Date: July 2020 Completion Date: Current project

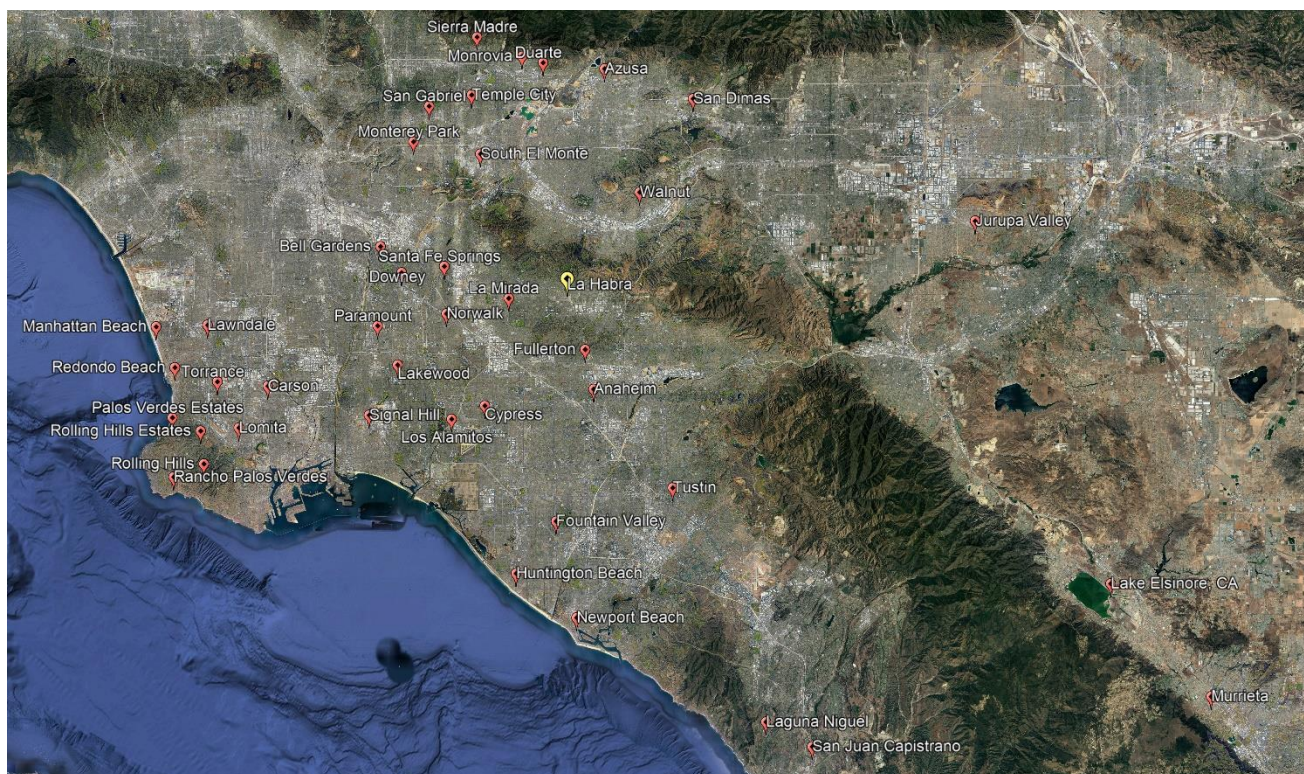
DAC has been assisting several Joint Power Authorities throughout the State of California since 2000 and currently provides updates, consultation, plan reviews and expert witness services. DAC has worked with public entities of all sizes, from one site to 506 sites.

Other public entities for which DAC has provided similar services include Fair Oaks Recreation and Park District, Padre Dam Water District, Hayward Parks and Recreation, 15 California Fairs, 160 California public school districts, and several large Joint Power Authorities and insurance carriers for groups of public entities.

Members of the DAC team have also served as expert witnesses to assist public entities to defend their current practices and ADA plan. DAC has only served on the side to assist public entities to defend their practices and plan and has never assisted with litigation against a public entity. Our mission statement and philosophy embrace the enhancement and assistance to our clients to build an ADA accessibility plan while documenting previous and current compliance methods.

A list of select public entity clients for whom DAC has provided ADA self-evaluation and transition plan services is included in the appendix.

A map that depicts the locations of DAC public entity clients near to the City of La Habra is shown below.



DAC's staff is highly qualified to provide the services requested by La Habra. DAC has provided services to public and private entities for the past 25 years to assist them in enhancing their compliance with the ADA and related state accessibility codes. DAC staff have necessary CASp and ICC certifications, and have provided similar services to hundreds of public entities, including cities, counties, school districts, universities and park districts. DAC has also developed DACTrak software, which allows for consistent and efficient data collection in the field and seamless processing of data into usable and management online reports. DAC proposes to use DACTrak software to provide the requested transition plan services to the City of La Habra.

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 in different departments to document ongoing compliance.

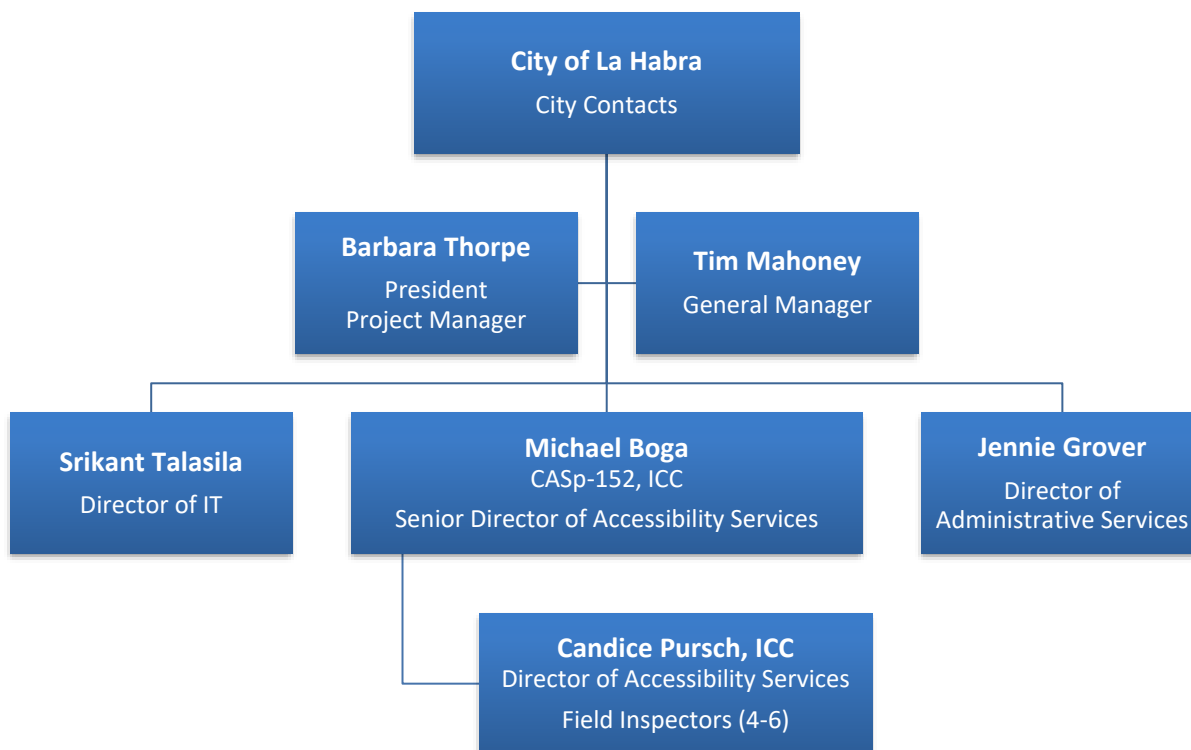
Our DAC accessibility management software, DACTrak, provides our clients with a powerful management tool to document compliance, project costs, print custom reports and record progress. DACTrak is not an excel spreadsheet, but actual software that has been developed by our company to assist with the implementation and documentation of the City’s ADA plan and provides photographs of as-is site conditions, which has proved to be valuable documentation. Findings and recommendations, in addition to other data are preloaded into the DACTrak software. As DAC owns and licenses the DACTrak software, we can make custom modifications for our clients.



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 comprehensive experience in conducting ADA self-evaluations and transition plans, implementation and related services.

### 3. Proposed Project Team and Staff Qualifications

DAC has experienced team members who have worked with public entities for successful and on time completion of numerous projects. Necessary staff members have ICC, NPSI, and CASp certification. A CASp certified Team Leader will be involved with the project and field evaluations. The project team is organized to provide a representation of skills needed to accomplish the project objectives. In addition, teams that have worked together previously will be assigned to the City of La Habra project. Following are descriptions of key team members’ qualifications and their assigned roles. DAC does not use subcontractors.



**Barbara Thorpe, M.Ed., LOT**  
***DAC President and Project Manager***

As DAC Project Manager, Barbara will coordinate activities and schedules and report to the City’s Project Manager or designee. Barbara will serve in the leadership role regarding the ADA self-evaluation of programs, services, activities and events along with the review of policies and procedures. The public input process will be coordinated by Barbara in collaboration with the City. Barbara brings 19 years of experience in public entity administration prior to founding DAC in 1998. With an additional 25 years of experience with DAC working with school district’s, along with city, town and county governments nationally, Barbara provides unparalleled understanding of the application of the Americans with Disabilities Act and related legislation for accessibility compliance.

In addition to assisting public entities with compliance with the ADA, Barbara has conducted compliance reviews for the California Department of Transportation (Caltrans) and the Department of the Interior to audit for compliance with the ADA, Section 504 of the Rehabilitation Act and related civil rights laws and regulations. Barbara has served as an expert witness for the Department of Justice, Office of the Attorney General. Additionally, Barbara is a licensed occupational therapist. Barbara served on the Division of State Architect Advisory Board and served as the vice-chair for the DSA Access Compliance Committee. Barbara has successfully spearheaded and completed over 400 public entity self-evaluation and transition plan projects that are similar the City of La Habra’s project.

**Michael Boga, B.A. Education, California Certified Access Specialist (CASp #152), ICC Accessibility, Usability and Plans Examiner**  
***Senior Director of Accessibility Services and Quality Control***

As manager of the production and the field survey teams, Michael brings a unique blend of experience in the building industry along with his understanding of individuals with disabilities to the accessibility team. Michael is a certified accessibility specialist through the International Conference of Building Officials (ICC), certified in Accessibility, Usability and Plans examination and is a California Certified CASp inspector (# 152). Michael has completed the updated DSA courses regarding the California Building Code. Michael has provided numerous staff development sessions to public entities regarding accessibility requirements for facilities, parks and public rights-of-way. If requested, Michael would provide training, assist with plan reviews and review new construction and renovations completed for compliance. Michael has worked on over 400 projects that are similar to the City of La Habra’s ADA Self-evaluation and Transition Plan project.



**Tim Mahoney, B.S.**

***General Manager***

Tim brings twenty-eight years of executive management experience in consulting, IT, manufacturing and the construction industries. Additionally, Tim has provided program development and management for members of professional associations for twenty years. Tim has also assisted in the design and construction of hundreds of ADA, CPSC and ASTM compliant outdoor recreation areas. As General Manager of DAC, Tim conducts quality assurance project management reviews and helps ensure contract fulfillment. Tim also provides ADA and Section 504 compliance consultation services for public entities, and staff training and development activities for public entities, businesses, and associations.

**Candice Pursch, A.S. Building Inspection Technology, ICC Accessibility, Usability and Plans Examiner, Accessibility Trainer**

***Director of Accessibility Services***

Candice's 17 years of experience with DAC includes accessibility surveys of thousands of public facilities while employed by DAC as an accessibility specialist. Her educational background includes a degree in Building Inspection Technology from Butte College and coursework in Architectural Project Management at California State University with emphasis on construction plans and specifications, construction materials and systems, building codes, construction graphics and architectural design. Candice has completed the updated DSA courses regarding the California Building Code that include CBC Amendments, Plan Review, Accessible Public Housing Regulations, Transient Lodging, Housing and Social Service Enter Establishments. Candice also has International Code Council (ICC) Certification for Accessibility, Usability and Plans Examiner. Candice is a Certified Combination Building Inspector. As a volunteer for Habitat for Humanity, Candice volunteers to help build residential homes. Candice provides oversight of accessibility specialists and performs quality control checks.

**Srikant Talasila, M.S. Computer and Internet Applications**

***Director, Information Technology***

Srikant has worked in DAC's IT Department for the past 15 years and has a total of 20 years in the field of Information Technology, holding a master's degree in Computer Science. Srikant is very proficient in numerous software technologies, including but not limited to all modules of .Net, Java, SQL Server and Oracle. Srikant is also a Microsoft Certified Azure Solutions Architect Expert. Srikant oversees DAC's entire IT department, including infrastructure and applications, as well as managing and overseeing all stages of the development lifecycle for new software. In addition to maintaining existing software, Srikant also ensures that all necessary software updates and version enhancements are completed. Srikant also oversees the maintenance of all hardware and verifies that all reported IT related issues are resolved quickly and efficiently.

**Jennie Grover, B.A. Corporate Communications**

***Director of Administrative Services***

Jennie has worked in administration for DAC for the past 15 years. Jennie draws on her experience in technical writing to provide leadership and management of the production and technical writing team, organizing the completion of technical reports, as well as managing production schedules, staff and timelines. Jennie also organizes the process and procedure for providing opportunities for public input, as well as collecting and compiling the information received into the self-evaluation and transition plan. Jennie also provides training and help desk support for DACTrak users.

As DAC has worked with clients across the United States, our firm is knowledgeable of federal and state accessibility regulations for all states, including California. The reports prepared for the City of La Habra would include data assessed for compliance with the following codes and regulations at minimum:

- Title 24 of California Building Code (CBC)
- ADA Standards
- IBC-International Building Code
- Caltrans Standards
- Public Rights of Way Guidelines (PROWAG)
- Manual on Uniform Traffic Control Devices (MUTCD)

#### 4. Proposed Approach, Scope of Services and Project Schedule

It is understood that the City of La Habra is requesting a firm with professional experience in accessibility compliance to assist City staff in the self-evaluation of City facilities, parks, 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.

DAC is proposing a scope of services that will allow the City to develop an ADA transition plan that meets the requirements of applicable laws and regulations but allows for maximum flexibility in the schedule and cost of implementation. DAC’s proposed services includes use of our DACTrak online management software program that will provide City staff with an easy method to schedule and track implementation of the transition plan. As DACTrak includes estimated costing information, DACTrak would provide the City with a tool to develop a methodical, budget-sensitive timeline for correction of deficiencies and barrier removal.

DAC has completed over 400 similar project throughout the US over the past 25 years and has a clear understanding of the necessary requirements and deliverables that the City is seeking. The scope of work provided to the City by DAC will include:

##### Task 1- Development and Execution of Self-Evaluation and ADA Transition Plan

1. DAC will develop the process, procedure and forms needed to conduct the self-evaluation of the City's programs, activities and services for ADA compliance and compile the findings and recommendations into a self-evaluation and transition plan report.
  - a. In consultation with the City, DAC will develop a master list of City programs, services, and activities; accessibility policies; disability customer service training; communication practices and any additional available information regarding program accessibility.
  - b. DAC will review appropriate City plans, reports, and programs, as well as meet with City staff to gain insight into the City's facilities and programs in order to identify issues, which may be discriminatory to people with disabilities. The review will also include City policy and program accessibility, including eligibility requirements, participation requirements, facilities used, transportation, communication, grievance procedures and emergency procedures.
  - c. DAC will conduct barrier assessment surveys to collect information on each program and activity. Staff will also be engaged to provide details regarding forms and current participants, the types of equipment and materials used, testing and entrance requirements, amount of staff training, and list any specific modifications that are needed and accommodations that have been provided in the past.
  - d. Based on the barrier assessment surveys and policy reviews, DAC will evaluate the effectiveness of the existing ADA program services and provide recommendations where deficiencies are identified.
  - e. DAC will provide the City with an ADA self-evaluation and transition plan report that will summarize the data and findings from the ADA self-evaluation and transition plan for City buildings, parks, programs, communications, open spaces and public rights-of- way.



- f. DAC will meet with City staff a minimum of three (3) times to coordinate the project kick off, discuss progress at and interim meeting and present the final deliverables at a completion meeting. Additional as-needed meetings to accomplish the project objectives will also be held. Meetings will be organized to be held via virtual teleconference as often as possible to ensure efficiency of the project progress.

## **Task 2 - Conduct Comprehensive Facility Surveys and Barrier Assessments**

### **1. Buildings**

- a. In consultation with the City, DAC will identify which City buildings are subject to the requirements of the ADA, and perform assessments of all interior and exterior elements, including the path of travel as well as common areas throughout City owned and tenant occupied buildings. The reports prepared from the assessments will include details of all elements surveyed.
- b. DAC will conduct barrier assessment surveys with field reviews of all City-owned public buildings that provide programs, services or activities to the public, as appropriate. The surveys will identify physical barriers at each facility that could limit accessibility. The information collected in the field will be compared to the Federal ADA codes as well as applicable state codes (CBC, Title 24) and the standard that provides the greater level of accessibility utilized. DAC will consult with the City staff to determine use of the buildings that were constructed prior to 1992 to verify the required scope and areas of the facility that should be surveyed.
  - i. Based on the results of the barrier assessment surveys, DAC will develop access compliance assessment reports issued through our DACTrak online accessibility management software in order to provide the City with the comprehensive assessment results. The reports will include:
    1. Executive summary
    2. As-is condition measurements and verifications as they relate to ADA access;
    3. a detailed barrier description and initial priority order related to relative impact to access;
    4. At least one digital photograph for documentation of each barrier;
    5. Detailed location description identifying the location of the barrier, maps will also be provided for findings where GIS coordinates can be collected for available outdoor findings;
    6. A proposed solution to eliminate the barrier; and
    7. Individual cost estimates for each solution.
- c. DAC will provide the City with access to DACTrak, allowing the City's users to generate details reports in multiple formats, including PDF and Excel, as well as map style formats of KML and Shapefile for available exterior areas where GIS coordinates can be collected. The DACTrak online accessibility management software will provide the City with comprehensive reports for the interior and exterior of each facility. DACTrak also includes tools that will allow the City to plan a schedule of barrier removal, adjust priorities and update the implementation of the transition plan. Many report options are available in DACTrak that can show detailed information for every noncompliant finding in each building, through high level summary reports that can offer a concise synopsis of noncompliant findings by category across all facilities City-wide. Estimated costs are available in all reports, however a DACTrak user can choose to generate a report without estimated costs if needed.
- d. DAC will survey all City-owned buildings included in RFP documents and Appendix D provided by the City, which will be confirmed at the project kick off meeting.

### **2. Parks, Recreation and Open Spaces**

- a. In consultation with the City, DAC will identify which City-owned parks, trails, outdoor facilities and open spaces are subject to the requirements of the ADA and perform

assessments of all areas within the recreational facilities. The reports prepared from the assessments will include details of all elements surveyed.

- b. DAC will conduct barrier assessment surveys with field reviews of all parks, trails, outdoor facilities, indoor facilities and open spaces owned by the City of La Habra and listed in Attachment D of the RFP, that provide programs, services or activities to the public, as appropriate. The surveys will identify physical barriers at each City-owned parks, trails, outdoor facility and open space that could limit accessibility. The information collected in the field will be compared to the Federal ADA codes as well as applicable state codes and the standard that provides the greater level of accessibility utilized.
  - i. Based on the results of the barrier assessment surveys, DAC will develop access compliance assessment reports issued through our DACTrak online accessibility management software in order to provide the City with the comprehensive assessment results. The reports will include:
    1. Executive summary
    2. As-is condition measurements and verifications as they relate to ADA access;
    3. A detailed barrier description and initial priority order related to relative impact to access;
    4. At least one digital photograph for documentation of each barrier;
    5. Detailed location description identifying the location of the barrier, maps will also be provided for findings where GIS coordinates can be collected for available outdoor findings;
    6. A proposed solution to eliminate the barrier; and
    7. Individual cost estimates for each solution.
- c. DAC will provide the City with access to DACTrak, allowing the City's users to generate details reports in multiple formats, including PDF and Excel, as well as map style formats of KML and Shapefile for available exterior areas where GIS coordinates can be collected. The DACTrak online accessibility management software will provide the City with comprehensive reports for the interior and exterior of each facility. DACTrak also includes tools that will allow the City to plan a schedule of barrier removal, adjust priorities and update the implementation of the transition plan. Many report options are available in DACTrak that can show detailed information for every noncompliant finding in each recreational facility, through high level summary reports that can offer a concise synopsis of noncompliant findings by category across all facilities City-wide. Estimated costs are available in all reports, however a DACTrak user can choose to generate a report without estimated costs if needed.
- d. DAC will survey all City-owned parks and park facilities included in the original RFP and Appendix D provided by the City.

### **3. City Programs and Services**

- a. In consultation with the City, DAC will identify which City programs and services including but not limited to, classes, workshops, meetings, and events, are subject to the requirements of the ADA and perform reviews of program policies, procedures, including but not limited to eligibility requirements, location(s) of services, methods of providing information and procedure for processing requests for accommodations. The information prepared from the programmatic assessments will be included in the self-evaluation and transition plan report.
- b. DAC will conduct programmatic barrier assessment surveys of City programs and services, as appropriate and available. The reviews will identify programmatic barriers in City programs and services that could limit accessibility or be considered potentially discriminatory.
  - i. Based on the programmatic barrier assessment surveys, DAC will provide the City with suggestions and recommendations as needed to ensure or enhance compliance in the City's programs and services. The findings and recommendations will be included in the ADA Self-evaluation and Transition Plan report.

- c. The ADA self-evaluation and transition plan report will identify issues that may limit physical or other access to individuals with disabilities to City Programs and Services. The report will include a feasible solution and cost estimate for eliminating each barrier if applicable. Most programmatic changes to enhance compliance would have little to no cost associated. The report will include a review and provide recommendations on the City's employment and recruitment practices related to accessibility and reasonable accommodations.

#### **4. City Communications and Webpages**

- a. In consultation with the City, DAC will identify which City communications and webpages, including but not limited to, sign-up forms, registration forms and public facing website pages, are subject to the requirements of the ADA. DAC will provide the City with a programmatic review that will identify all communications items that are not compliant or are potentially discriminatory. The City's website will be reviewed for compliance with the standard required for Title II entities, Web Content Accessibility Guidelines (WCAG) 2.0 Level AA or the required standard at the time of evaluation if requirements change.
- b. DAC will conduct barrier assessment surveys to review all City public communications and webpages, as appropriate. The surveys will identify accessibility barriers in City communications and webpages as well as potential language or procedures that could be considered discriminatory.
  - i. DAC will provide the City with an ADA self-evaluation and transition plan report that will include comprehensive assessment results, including:
    1. An ADA self-evaluation and transition plan report with details of the programmatic and policy reviews, as well as a complete overview of the entire self-evaluation and transition plan project;
    2. Descriptions of accessibility barriers found in communications and language and an explanation of their relative impact to access;
    3. References to applicable codes for effective communication and website accessibility to assist with correcting the barrier;
    4. Proposed solution(s) to eliminate each communication and website navigation barrier; and
    5. When applicable, cost estimates may be included for each programmatic solution, however most programmatic solutions would not be expected to have an associated cost.
- c. DAC will provide the City with an ADA self-evaluation and transition plan report that includes the findings and recommendations prepared from the reviews of the City's communications and website review. The ADA self-evaluation and transition plan report will include a synopsis of the comprehensive website review which will be issued separately as a related and referenced report. The ADA self-evaluation and transition plan report will identify programmatic issues found in public communications and the City's public facing website that limit accessibility. The ADA self-evaluation and transition plan report and website review report will include recommended solutions for eliminating each barrier and an estimate associated cost, if applicable. Most programmatic recommendations would be expected to involve little to no cost to implement.

#### **5. Public Rights-of-Way**

- a. In consultation with the City, DAC will identify which City-owned public rights-of-way, including, but not limited to cross walks, pathways, sidewalks and curb ramps are subject to the requirements of the ADA and perform assessments of all areas within the identified public rights-of-way facilities. The reports prepared from the assessments will include details of all elements surveyed.
- b. DAC will conduct barrier assessment surveys with field reviews of the identified public rights-of-way owned by the City of La Habra, as appropriate. The surveys will identify physical

barriers in the public rights-of-way that could limit accessibility. The information collected in the field will be compared to the Federal ADA codes as well as applicable state codes and the standard that provides the greater level of accessibility utilized. Public Rights of Way Guideline (PROWAG), FHWA Manual of Uniform Traffic Control Devices (MUTCD), Title 24 of the California Building Code and Federal ADA Accessibility Guidelines (ADAAG) all can be compared and applied.

- i. Based on the results of the barrier assessment surveys, DAC will develop access compliance assessment reports issued through our DACTrak online accessibility management software in order to provide the City with the comprehensive assessment results. The reports will include:
  - 1. Executive summary
  - 2. As-is condition measurements and verifications as they relate to ADA access;
  - 3. A detailed barrier description and initial priority order related to relative impact to access;
  - 4. At least one digital photograph for documentation of each barrier;
  - 5. Detailed location description identifying the location of the barrier, maps will also be provided for findings where GIS coordinates can be collected for available outdoor findings;
  - 6. A proposed solution to eliminate the barrier; and
  - 7. Individual cost estimates for each solution.
- c. DAC will provide the City with access to DACTrak, allowing the City's users to generate details reports in multiple formats, including PDF and Excel, as well as map style formats of KML and Shapefile for available exterior areas where GIS coordinates can be collected. The DACTrak online accessibility management software will provide the City with comprehensive reports for the interior and exterior of each facility. DACTrak also includes tools that will allow the City to plan a schedule of barrier removal, adjust priorities and update the implementation of the transition plan. Many report options are available in DACTrak that can show detailed information for every noncompliant finding along each area of sidewalk, through high level summary reports that can offer a concise synopsis of noncompliant findings by category across all public rights-of-way facilities City-wide. Estimated costs are available in all reports, however a DACTrak user can choose to generate a report without estimated costs if needed.
- d. GIS Data: By utilizing DACTrak, all locations inspected shall be identified with an accurate GIS location. DACTrak can produce reports that include a GIS layer in both KML and ESRI Shapefile including, but not limited to, the following features:
  - i. Latitude and longitude GIS location (address if available)
  - ii. Surface type
  - iii. Vertical displacement
  - iv. Tree/Tree root
  - v. Width and length
  - vi. Recommended remediation
  - vii. Slopes of Curb Ramps (% of flares, ramp, landing and etc.)

DAC has included example screenshots of map reports available in DACTrak in the Appendix of the proposal.

### **Task 3 - Comprehensive ADA Self-Evaluation and Transition Plan**

- 1. DAC will assist the City to develop a comprehensive ADA self-evaluation and transition plan based upon the results of the barrier assessments, policy reviews, and comments from City staff. The ADA transition plan will include all information necessary to comply with Title II of the ADA, including but not limited to, the following:

- a. The methodology for performing the self-evaluation of existing barriers to accessibility and recommendations of methods to remove them;
  - b. A summary of findings of the self-evaluation of facilities, policies, programs, and practices;
  - c. The recommendations for remedial measures to correct deficiencies and a methodology for prioritizing barrier remediation;
  - d. Cost estimates for recommended remediation measures;
  - e. Assistance with an implementation schedule that includes milestones or measures of achievement for monitoring implementation;
  - f. Recommendations for procedures and forms for monitoring implementation;
  - g. Recommendations for procedures for periodically reviewing and updating the ADA transition plan;
  - h. Recommendations for procedures and forms for performing evaluations of additional barriers;
  - i. Recommendations for procedures and forms for filing requests for accommodation;
  - j. A list of references and contact information for ADA and accessibility related resources; and
  - k. Identification of the City official with overall responsibility for implementation of the plan.
2. DAC will present the draft ADA transition plan and subsequently, the final proposed ADA transition plan findings to City Staff by issuing logins to the DACTrak accessibility management software and conducting an interactive training session via teleconference.
  3. DAC can also present the final document to the City Council. It is not required or recommended that the Council adopt the transition plan as projected dates of completion may become problematic if they are not met. A transition plan is meant to be developed as a flexible plan, allowing for changes and adjustments over time to meet the ongoing needs of the City.
 

In addition to providing the City with access to DACTrak to view and download reports, DAC can deliver four (4) copies of the final self-evaluation and transition plan to the City if requested, as well as Microsoft Excel, KML and ESRI Shapefile for available exterior reports. The ADA self-evaluation and transition plan report will be provided to the City in both Word and PDF formats and can also be printed if requested. If the City chooses not to use DACTrak, all data files and project maps and drawings associated with the self-evaluation report and transition plan will be provided to the City in a mutually agreed format. All data collected will be property of the City.
  4. DAC understands that the City has stated that the Self-Evaluation Report and Transition Plan are to be completed within 12 months from the Notice to Proceed (NTP). Based on the scope and deliverables requested by the City, DAC will be able to complete this project in 12 months, or sooner.

### **Detailed Approach for a Successful Project**

In addition to the previous scope of work summary, tasks will also include, but are not limited to the following:

#### **Orientation/Project Meeting and Clarification of Project Scope and Schedule**

DAC will conduct an initial project kickoff meeting with selected City staff to clarify roles and lines of communication, refine project goals, review the overall project schedule, schedule surveys of City facilities, recreational areas and public rights-of-way and identify key City personnel related to the project scope. To ensure an efficient commencement of the project in order to meet the deadline requirements, the kickoff meeting may be held via teleconference. 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. The project methodology is generally designed to develop a comprehensive plan without placing additional activities and impact upon City 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

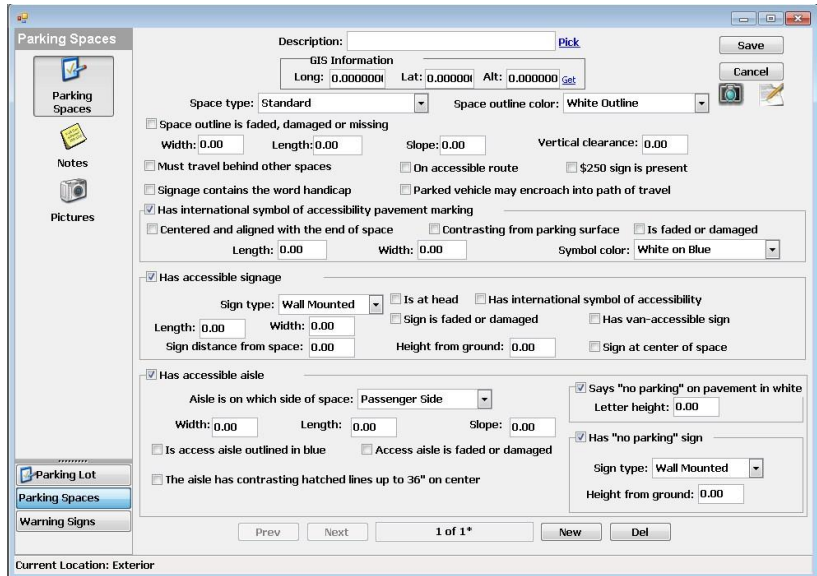
the City. The designated team members that will coordinate the inspection team during the facility reviews will be Michael Boga and Candice Pursch. The management approach will include coordination and assistance from DAC office staff under the direction of Jennie Grover, Director of Administrative Services, Tim Mahoney, General Manager and Candice Pursch, Director of Accessibility Services.

- 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 will include an assessment of any 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 City is challenged by litigation.
- Project objectives will be clarified and elements that may be unique or of importance for the City will be discussed.
- Hours of operation, schedules and City activities by location will be discussed.

### **Survey of Facilities, Parks and PROW, Compliance Assessment Reports and Software for Transition Plans**

- DAC will conduct the surveys of the interior and exterior areas of each City building, facility recreational area and public right-of-way identified in the RFP and confirmed at the kickoff meeting.
- DAC will prepare reports identifying each physical element within the public areas of each of the City buildings, facilities, recreational areas and public right-of-way that is out of compliance with the ADA and related codes and regulations or otherwise hinders or prevents access to persons with disabilities.
- 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 actual measurements of 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.
- DAC will provide the City with DACTrak online accessibility management software for City staff to generate reports in multiple styles and file formats. DACTrak reports will include, but may not be limited to the following:
- DAC collects as-built dimensions as they relate to ADA and other relevant code and guideline access;
  - Initial prioritizing of non-compliant findings relative to the level of impact to access;
  - Reference to code or codes defining the barrier to access;
  - Proposed solution(s) to eliminate the barrier;
  - Individual detailed cost estimate for each solution;
  - At least one digital photograph of each barrier to access;
  - Detailed location description, including GIS coordinates for available outdoor areas, to further identify the barrier when available.
- Assessments and reports will include a high degree of detail with photographs, code references, cost estimates and GIS information when applicable. The DACTrak software provides the user with the capability to generate reports in multiple formats such as progress reports, additional prioritizations, preset reporting features and other custom reports. 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 or other applicable federal or state accessibility codes.

- Barriers are identified by building, floor or location and given a unique identifier record number 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 may utilize.
- Physical access problems that require structural solutions will be documented in the compliance assessment reports that will be used to develop the transition plan. The proposed method for barrier removal will be provided. The transition plan will identify physical barriers that may limit accessibility of the City 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.
- Identified barriers and obstacles will be prioritized as discussed in the Scope of Work. Use of the DACTrak software will provide the City with an additional tool to reprioritize items depending upon the unique and ongoing needs of the City and public comments during the public input process. Public and nonpublic areas will be identified, if requested. Employee only areas, for example, are 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.



The DAC surveys of the public rights-of-way may include, but would not be 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
- Collection of GIS location information and 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. In order to conduct an assessment of all of the requirements in the PROW, DAC accessibility specialists walk each mile of sidewalk to record manual measurements and photographs of the field conditions and enter the information into our DACTrak 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.

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.

Cost estimates are provided by DACTrak and then can be refined by DAC in collaboration with the City. If the City has utilized cost estimates for standard nonaccessible items or elements, then the City’s costs can be entered into the DACTrak program.

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.

DAC team members will conduct on-site inspections on our DACTrak tablets and export the on-site field conditions for processing by our servers the same day of the inspection while located in the City. Thus, the draft report is ready the same day or at the end of the inspection of the site. Cost estimates are then refined by Michael Boga, Senior Director of Accessibility Services, in collaboration with the City. If the City has utilized 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.

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.

**Additional Recommended Tasks**

While not included in the project scope in the City’s RFP, a requirement for a complete self-evaluation and transition plan is to offer opportunities for the public to provide input into the development of the transition plan. DAC can offer recommendations and strategies for advertising and collecting input from the public by the City staff.

**Summary of Deliverables**

The following list includes a summary of the anticipated deliverables required to complete the project:

1. The self-evaluation process recommendations including proposed procedures and forms;
2. Draft barrier assessment surveys for all City buildings, parks, open spaces, public rights-of-way, programs, services, communications and webpages subject to the requirements of the ADA. Reports will be provided through DACTrak or in hard-copy and electronic formats as requested and applicable;

3. Final barrier assessment surveys for all City buildings, parks, open spaces, public rights-of-way, programs, services, communications and webpages subject to the requirements of the ADA. Reports will be provided through DACTrak or in hard-copy and electronic formats as requested and applicable;
4. Draft access compliance assessment reports for all City buildings, parks, open spaces, public rights-of-way, programs, services, communications and webpages subject to the requirements of the ADA. Reports will be provided through DACTrak or in hard-copy and electronic formats as requested and applicable;
5. Final access compliance assessment reports for all City buildings, parks, open spaces, public rights-of-way, programs, services, communications and webpages subject to the requirements of the ADA. Reports will be provided through DACTrak or in hard-copy and electronic formats as requested and applicable;
6. Draft ADA self-evaluation and transition plan report submitted in hard copy and electronic formats as requested;
7. Final ADA self-evaluation and transition plan report submitted in hard copy and electronic formats as requested;
8. Assistance with public meeting agendas and minutes, as appropriate;
9. Draft transition plan provided through DACTrak, hard-copy and electronic formats such as PDF, Word and Excel as requested;
10. Final transition plan provided through DACTrak, hard-copy and electronic formats such as PDF, Word and Excel as requested;
11. DAC staff can attend at least one meeting, at the request of City staff, to present the City's ADA Self-evaluation and Transition Plan for review and acknowledgement. It is not required or recommended that the Council adopt the transition plan as projected dates of completion may become problematic if they are not met. A transition plan is meant to be developed as a flexible plan, allowing for changes and adjustments over time to meet the ongoing needs of the City; and
12. DAC will coordinate and arrange project meetings with City staff as needed.

### **DACTrak - 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 online 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.

Our DAC accessibility management software, DACTrak, provides our clients with a powerful management tool to document compliance, project costs, print custom reports and record progress. DACTrak is not an excel spreadsheet, but actual software that has been developed by our company to assist with the implementation and documentation of the City's ADA plan and provides photographs of as-is site conditions, which has proven to be valuable documentation. Findings and recommendations, in addition to other data are preloaded into the DACTrak software. As DAC owns and licenses the DACTrak software, we can make custom modifications for our clients.

The DACTrak program is accessed through a secure website that is compatible with all current major internet browsers. There is no software program file to download or install on the City's servers or computers in order to access and manage report data on DACTrak. All maintenance and updates to the DACTrak software are performed by DAC's in-house IT Team, therefore there is no burden on the City's IT staff to maintain or administer any software, programs or databases.

The data contained in the database shall be the property of the City when the ADA Transition Plan compilation is complete. DAC proposes that the City use DACTrak to facilitate ongoing monitoring

and updating of the final transition plan. If the City chooses not to use the DACTrak online management software, DAC can provide reports to the City in a compatible format such as Excel and PDF.

### Critical Items for Success

The most critical step in performing a successful assessment project is planning. Verifying facility information, organizing access and confirming contact information prior to the onsite surveys commencing is vital to the success of the project.

Another issue that is critical is the consistency and accuracy of the data gathered during the survey phase. In order to ensure this, DAC has developed DACTrak, which supports accurate and complete data collection. Using the DACTrak software in the field, our surveyors collect data and measurements in a specific order to ensure that elements are not missed. The data and photographs that are collected in the field are processed by our servers against all applicable accessibility codes, which provides our clients with consistent and accurate reports. Since the data collected in the field is automatically uploaded to our processing servers, reports are available to our clients within a short turnaround time, following our multi-step editing and quality control process.

### Project Schedule of Activities

Based on experience with similar projects, it is estimated that the project completion time will be within 12 months.

Scope of Service –Activity or Task	Months												
	1	2	3	4	5	6	7	8	9	10	11	12	
NTP provided, DAC kickoff meeting; survey methodologies, deliverables and schedule confirmation	█												
Project planning, survey and activity scheduling, procedures review	█	█											
Surveys of City buildings, recreational facilities and public rights-of-way	█	█	█	█	█	█	█	█	█	█	█		
Opportunities for public input (although not specifically addressed in the RFP, this is a requirement for a comprehensive plan)				█	█	█	█	█					
Review of policies and procedures; analysis of existing plan	█	█	█	█	█	█	█						
Draft self-evaluation of services, policies, programs and practices for City review						█	█	█	█				
Transition plan project database and accessibility reports prepared for City		█	█	█	█	█	█	█	█	█	█	█	
DACTrak software presented to City and logins created, training on use of DACTrak to implement the transition plan												█	█
Second draft of self-evaluation deliverables presented													█
Deliverables completed and provided to the City													█

## 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 online 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.

### 5. Fee Proposal

As requested, the fee proposal is provided in a separate, sealed envelope, marked "FEE PROPOSAL."

### 6. Acknowledgement of Insurance Requirements

DAC has reviewed the City's insurance requirements and acknowledges that DAC's policies currently meet or exceed all of the insurance requirements of the City.

### 7. Other Information Relevant to Proposal

#### Sample DACTrak Screen Shots and Information

In addition to the photographs included with our references, we are also providing additional sample screen shots generated from the DACTrak Accessibility Management online software program prepared for several public entity clients.

Upon logging in to the secure DACTrak website, you are able to choose the facility you would like to view and manage. This screen shot is an example of a facility list for a recent public entity transition plan project.

The screenshot shows the DACTrak web application interface. At the top left is the DAC TRAK logo. To its right are two menu items: 'Reports' and 'Tools'. Below the logo is a navigation bar with two dropdown menus: 'Clients: City of Downey' and 'Projects: Facilities and Parks'. The main content area displays a table of facilities.

<b>Apollo Park</b>	12544 Rives Avenue Downey, CA 90242
<b>Barbara J Riley Community Center</b>	7810 Quill Drive Downey, CA 90240
<b>Brookshire Childrens Park</b>	12520 Brookshire Avenue Downey, CA 90240
<b>Chamber of Commerce</b>	11131 Brookshire Avenue Downey, CA 90240
<b>City Hall</b>	11111 Brookshire Avenue Downey, CA 90240
<b>Crawford Park</b>	7000 Dinwiddie Street Downey, CA 90240
<b>Dennis The Menace Park</b>	9125 Arrington Avenue Downey, CA 90240
<b>Discovery Sports Complex Park</b>	12400 Columbia Way Downey, CA 90242
<b>Downey Civic Theatre</b>	8435 Firestone Boulevard Downey, CA 90240
<b>Furman Park</b>	10419 Rives Avenue Downey, CA 90241
<b>Gary P. McCaughan Gymnasium</b>	12544 Reves Avenue Downey, CA 90242



Reports Tools

Excel Report  
 PDF Report  
 KML Report  
 Shape File Report  
 Text Report  
 Basic Photo Report  
 Dual Photo Report  
 Summary Report  
 Transition Plan Report  
 Total Unit Cost Report  
 Corrected Items Report  
 Map Overlay  
 Summary and Chart Report  
 Compliance Detail Report  
 Multi Facility Reports

Excel Report  
 Total Estimated Cost Report  
 PDF Report  
 KML Report  
 Shape File Report  
 Text Report  
 Dual Photo Report  
 Transition Plan Report  
 Map Overlay Report  
 GIS Heatmap  
 Summary and Chart Report  
 Compliance Detail Report  
 Compliance Summary Report  
 Intake Type Summary Report  
 Sidewalk Change in Elevation Report  
 Compliant Items Report

Clients: City of Downey Projects: Facilities and Parks

Apollo Park  
 Barbara J Riley Community Center  
 Brookshire Childrens Park  
 Chamber of Commerce  
 City Hall  
 Crawford Park  
 Dennis The Menace Park  
 Discovery Sports Complex Park  
 Downey Civic Theatre  
 Furman Park  
 Gary P. McCaughan Gymnasium  
 Golden Park  
 Independence Park  
 Parking Structure  
 Police Department  
 Public Works Maintenance Yard  
 Public Works Utility Yard  
 Rio Hondo Golf Course

544 Rives Avenue  
 wney, CA 90242  
 10 Quill Drive  
 wney, CA 90240  
 520 Brookshire Avenue  
 wney, CA 90240  
 131 Brookshire Avenue  
 wney, CA 90240  
 111 Brookshire Avenue  
 wney, CA 90240  
 00 Dinwiddie Street  
 wney, CA 90240  
 25 Arrington Avenue  
 wney, CA 90240  
 84  
 10  
 12  
 88  
 12  
 2  
 10  
 12  
 92  
 10  
 Downey, CA 90240

After choosing a facility, you are able to use Reports drop down menu to choose which report style to view. You may also choose to view multiple facilities in one report.

The Dual Photo and Basic Photo Reports may be exported to an Excel workbook for easy management of the transition plan data. The Excel workbook exports into a pre-formatted table with the filter function atop each data column. The report is a fully functioning Excel spreadsheet that may be sorted, filtered and manipulated by the user. The column for Picture identification numbers includes cells that are live links to the second tab of the workbook which contains report photos. Clicking the cell for a particular report finding will bring up the associated picture on the Photos tab.

Record Number	Picture	Category	Location	Sub Location	Description	Sub Description	Item
28264	42413	Parking	Exterior	Parking Lot	Parking Lot	Center Accessible Space	Access Aisle Slope
28263	42413	Parking	Exterior	Parking Lot	Parking Lot	Center Accessible Space	Van Accessible Signage
28262	42413	Parking	Exterior	Parking Lot	Parking Lot	Center Accessible Space	Parking Space
28261	42413	Parking	Exterior	Parking Lot	Parking Lot	Center Accessible Space	Parking Space Slope
28257	42411	Parking	Exterior	Parking Lot	Parking Lot	Left Accessible Space	Access Aisle Slope
28255	42411	Parking	Exterior	Parking Lot	Parking Lot	Left Accessible Space	Accessible Signage
28254	42411	Parking	Exterior	Parking Lot	Parking Lot	Left Accessible Space	Parking Space Slope
28258	42408	Parking	Exterior	Parking Lot	Parking Lot	Right Accessible Space	Parking Space Width
28259	42408	Parking	Exterior	Parking Lot	Parking Lot	Right Accessible Space	Parking Space Slope
28260	42408	Parking	Exterior	Parking Lot	Parking Lot	Right Accessible Space	Accessible Signage
28283	42296	Path of Travel	Exterior	Walkway from East Entrance to North Entrance	Walkway from East Entrance to North Entrance	Change in Level	Change in Level
28248	42299	Path of Travel	Exterior	Walkway from Parking Lot to West Entrance	Walkway from Parking Lot to West Entrance	Step	Stairs or Steps Obstruction
28285	42302	Path of Travel	Exterior	Walkway from the Accessible Spaces to East Entrance	Walkway from the Accessible Spaces to East Entrance	Exterior Walkway	Walking Surface Cross Slope
28286	42302	Path of Travel	Exterior	Walkway from the Accessible Spaces to East Entrance	Walkway from the Accessible Spaces to East Entrance	Exterior Walkway	Opening

Photos: Parking Lot, Parking Space : Parking Space Width - Currently 88.00 inches

Record Number	Picture	Category	Location	Sub Location	Description	Sub Description
43632	11757	Doors	Interior	Bookstore	Bookstore	Lever
43594	11750	Doors	Exterior	Chamber Of Commerce Entrance	Chamber Of Commerce Entrance	Push Bar / D Handle
43596	11754	Doors	Exterior	Chamber Of Commerce	Door Between Library & Chamber Of Commerce	Push Bar / Lever
43634	11756	Doors	Interior	Door To Garden	Door To Garden	Push Bar / D Handle
43635	11756	Doors	Interior	Door To Garden	Door To Garden	Push Bar / D Handle
43552	11542	Doors	Interior	Hallway Conference Room Door	Hallway Conference Room Door	Push Bar / Lever
43551	11542	Doors	Interior	Hallway Conference Room Door	Hallway Conference Room Door	Push Bar / Lever
43549	11549	Doors	Interior	Mens Restroom Near North Entrance	Mens Restroom Near North Entrance	Push / Pull
43479	11187	Doors	Exterior	North Entrance	North Entrance	Push Bar / D Handle
43567	11543	Doors	Interior	Room 110	Room 110	Lever
43568	11543	Doors	Interior	Room 110	Room 110	Lever
43546	11546	Doors	Interior	Storytime Room	Storytime Room	Push Bar / D Handle
43547	11546	Doors	Interior	Storytime Room	Storytime Room	Push Bar / D Handle
43553	11548	Doors	Interior	Womens Restroom Near North Entrance	Womens Restroom Near North Entrance	Push / Pull
43588	11745	Doors	Interior	Young Adult Room	Young Adult Room	Lever
43518	11480	Restrooms	Interior	Mens Restroom Near North Entrance	Mens Restroom Near North Entrance	Lavatory
43519	11480	Restrooms	Interior	Mens Restroom Near North Entrance	Mens Restroom Near North Entrance	Lavatory
43462	11168	Restrooms	Exterior	Outside Mens Restroom	Outside Mens Restroom	Lavatory

This screenshot is an example of a finding page in a Basic Photo Report. This type of report shows the user the finding, with accompanying recommendation to correct the non-compliant item, the associated photo, code reference(s), estimated cost to remove the barrier, and any progress that has been added to update the transition plan.

**City Hall**

**Parking : Parking Space Length**

**Parking Lot Next To Police Department Center Accessible Space**

**Finding**

The accessible parking space does not meet the minimum requirement for length.

**On-Site Finding** 196.00 inches

**Recommendation**

Re-stripe the accessible parking space.

Recommendation At least 216.00 inches

**Estimated Cost**

Re-stripe existing parking space \$350



**Code Reference** CA 11B- 502.2

**Progress**

<b>Record Number</b>	410258	<b>Resolution</b>	Not_Set
<b>Progress</b>	Not_Started	<b>Priority</b>	Four
<b>Actual Date</b>		<b>Projected Date</b>	06/30/2022
<b>Actual Cost</b>	\$0.00	<b>Contractor</b>	
<b>Comments</b>	No Comments		
<b>Assignment</b>	Not.Set	<b>New Value</b>	0
<b>Designated Staff</b>			

### Reports Sort and Filter Panel

Users are able to customize the report that is generated by making selections in the drop down menus and choice fields.



Reports Tools

#### Basic Photo Report

Please select the filter criteria and click "Generate Report" to view the Report.

Clients:	City of Downey	Projects:	Facilities and Parks
Facilities:	City Hall	Locations:	All Locations
Categories:	All Categories Accessible Showers Adaptable Dwelling Units Aisles	Priority:	All 1 2 3
Key Word:		Assignment:	All Category 1 Category 2 Category 3
Sort By:	<input checked="" type="radio"/> Priority <input type="radio"/> Category <input type="radio"/> Location <input type="radio"/> Description	Resolution:	All Corrected Not Corrected Not Applicable
Progress:	All Not Started In Progress Completed	Cost Responsibility:	All Landlord/Owner Tenant Both
Projected Date From:		Actual Date From:	
To:		To:	
<input type="button" value="Generate Report"/>			

### Single Facility PDF Report Options

DACTrak offers users many different styles of reports to view in a PDF file which can be exported from DACTrak and saved offline for viewing, printing or emailing.

#### PDF Report

Please select the filter criteria and click "Generate PDF" to download the Report.

Clients:	City of Downey	Projects:	Facilities and Parks
Facilities:	City Hall	Locations:	All Locations
Categories:	All Categories Accessible Showers Adaptable Dwelling Units Aisles	Priority:	All 1 2 3
Key Word:		Assignment:	All Category 1 Category 2 Category 3
Sort By:	<input checked="" type="radio"/> Priority <input type="radio"/> Category <input type="radio"/> Location <input type="radio"/> Description	Resolution:	All Corrected Not Corrected Not Applicable
Progress:	All Not Started In Progress Completed	Cost Responsibility:	All Landlord/Owner Tenant Both
Projected Date From:		Actual Date From:	
To:		To:	
<input type="button" value="Generate PDF"/>			

Include Costing Information in this Report

Please select a type of report from the list below and click on Generate PDF :

- Text Report
- Basic Photo Report
- Dual Photo Report
- Summary Report
- Transition Plan Report
- Total Unit Cost Report
- Corrected Items Report

### Multi Facility PDF Report Options

In addition to viewing reports for individual facilities, DACTrak offers users the ability to view findings for multiple facilities combined in as single PDF. Users choose which facilities to include from the selection list and are further able to customize the generated report by selecting filtering options.

#### Multi Facility PDF Report

Please select the filter criteria and click "Generate Report" to view the Report. Press and hold the "Ctrl" button to select multiple facilities.

Clients:	City of Downey	Projects:	Facilities and Parks
Facilities:	<ul style="list-style-type: none"> <li>Apollo Park</li> <li>Barbara J Riley Community Center</li> <li>Brookshire Childrens Park</li> <li>Chamber of Commerce</li> <li>City Hall</li> <li>Crawford Park</li> </ul>	Categories:	<ul style="list-style-type: none"> <li>All Categories</li> <li>Accessible Showers</li> <li>Adaptable Dwelling Units</li> <li>Aisles</li> <li>Areas of Rescue Assistance</li> <li>Assembly Areas</li> </ul>
Priority:	<ul style="list-style-type: none"> <li>All</li> <li>1</li> <li>2</li> <li>3</li> </ul>	Assignment:	<ul style="list-style-type: none"> <li>All</li> <li>Category 1</li> <li>Category 2</li> <li>Category 3</li> </ul>
Progress:	<ul style="list-style-type: none"> <li>All</li> <li>Not Started</li> <li>In Progress</li> <li>Completed</li> </ul>	Resolution:	<ul style="list-style-type: none"> <li>All</li> <li>Corrected</li> <li>Not Corrected</li> <li>Not Applicable</li> </ul>
Projected Date From:		To:	
Actual Date From:		To:	
File Type:	<input checked="" type="radio"/> Single <input type="radio"/> Individual(Zip File)		<input type="button" value="Generate PDF"/>

Include Costing Information in this Report

Please select a type of report from the list below and click on Generate PDF :

- Text Report
- Dual Photo Report
- Transition Plan Report
- Basic Photo Report(Available for Individual File Type only. Generation of the Zip File may take a few minutes depending on the number and size of the facilities selected.)

### Single Facility Excel Report Options

DACTrak also contains options to export reports to an Excel format, which can be customized using the drop down menus and selection fields. The exported Excel report is a fully functioning workbook which can be further manipulated to suit the needs of the user.

#### Excel Report

Please select the filter criteria and click "Generate Excel" to download the Report.

Clients:	City of Downey	Projects:	Facilities and Parks
Facilities:	City Hall	Locations:	All Locations
Categories:	<ul style="list-style-type: none"> <li>All Categories</li> <li>Accessible Showers</li> <li>Adaptable Dwelling Units</li> <li>Aisles</li> </ul>	Priority:	<ul style="list-style-type: none"> <li>All</li> <li>1</li> <li>2</li> <li>3</li> </ul>
Key Word:		Assignment:	<ul style="list-style-type: none"> <li>All</li> <li>Category 1</li> <li>Category 2</li> <li>Category 3</li> </ul>
Sort By:	<input checked="" type="radio"/> Priority <input type="radio"/> Category <input type="radio"/> Location <input type="radio"/> Description		
Progress:	<ul style="list-style-type: none"> <li>All</li> <li>Not Started</li> <li>In Progress</li> <li>Completed</li> </ul>	Resolution:	<ul style="list-style-type: none"> <li>All</li> <li>Corrected</li> <li>Not Corrected</li> <li>Not Applicable</li> </ul>
Projected Date From:		To:	
Actual Date From:		To:	
Cost Responsibility:	<ul style="list-style-type: none"> <li>All</li> <li>Landlord/Owner</li> <li>Tenant</li> <li>Both</li> </ul>		<input type="button" value="Generate Excel"/>

- Include Photos in this Report
- Include Costing Information in this Report

### Multi Facility Excel Report Options

Excel reports may also be generated to contain findings for more than one facility by using the Multi Facility Report option in DACTrak. This report is able to be customized using the available filter fields. If the user requires a small file size for storage or emailing, the option is available to exclude photos in the generated report.

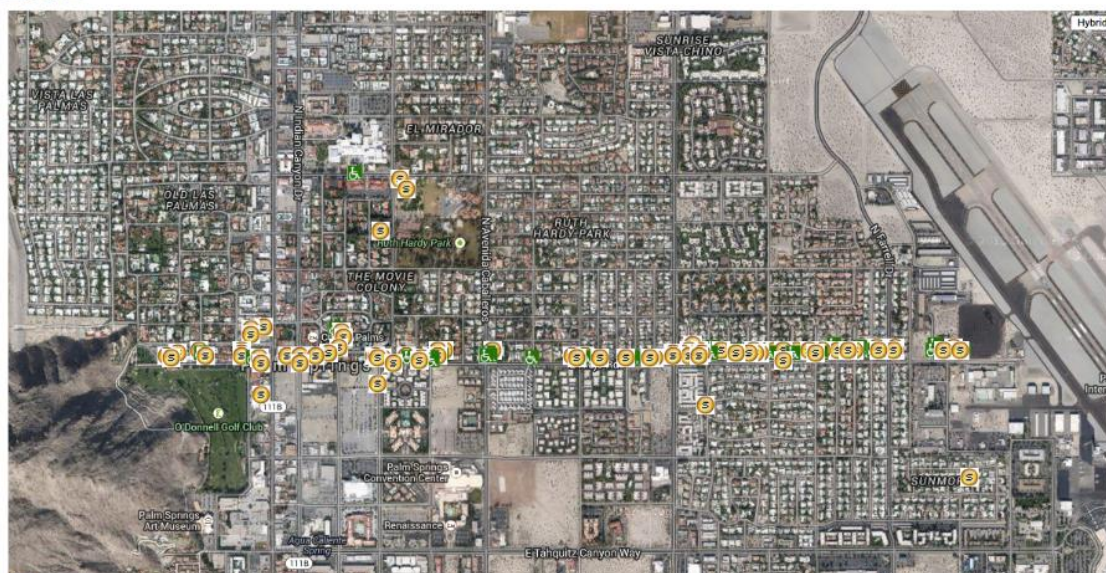
#### Multi Facility Excel Report

Please select the filter criteria and click "Generate Report" to view the Report. Press and hold the "Ctrl" button to select multiple facilities.

Include Photos in this Report

### Map Overlay Report

Aerial map reports of non-compliant findings can be viewed using the Map Overlay option in DACTrak. This report plots the locations of the findings on a user friendly interactive map. Unique icons are used to symbolize the different types of findings.





## Global Progress Editor

Many records are able to be managed and updated with identical information from one screen using the Global Progress Editor. Users choose the records to update and the information that they would like to apply to all chosen records. Once information is entered, the user needs only to click the "Submit" button once to update all chosen records.

### Global Progress Editor

Please select the filter criteria and click "Generate Report" to view the deficiencies you are able to edit.

Clients: **City of Downey** Projects: **Facilities and Parks**  
 Facilities: **City Hall** Locations: **All Locations**  
 Categories: **All Categories** Priority: **1** Assignment: **All**  
                   **Accessible Showers**  
                   **Adaptable Dwelling Units**  
                   **Aisles**  
 Key Word: \_\_\_\_\_  
 Sort By:  Priority  Category  Location  Description  
 Progress: **All** Resolution: **All** Cost Responsibility: **All**  
                   **Not Started**                   **Corrected**                   **Landlord/Owner**  
                   **In Progress**                   **Not Corrected**                   **Tenant**  
                   **Completed**                   **Not Applicable**                   **Both**  
 Projected Date From: \_\_\_\_\_ To: \_\_\_\_\_ Actual Date From: \_\_\_\_\_ To: \_\_\_\_\_

Click the excel icon to export the document:

Record Number	Location	Element Description	Finding	On Site Finding	Deviation	Progress	Resolution	Priority	Projected Completion Date	Actual Completion Date	Cost Responsibility	Contractor	Designated Staff	Code Reference	Inspector Notes	Comments
323637	3rd Floor	Mens Restroom Next To Council Office - Shelf	The leading edge of the item protrudes into the circulation route greater than permitted.	8.00 inches	+4.00 inches	In Progress	Not Set	1	6/30/2018					ADA 307, 307.2, CA 11B-307.2	No Comments	
323683	2nd Floor	Mens Restroom Next To Credit Union - Shelf	The leading edge of the item protrudes into the circulation route greater than permitted.	8.25 inches	+4.25 inches	In Progress	Not Set	1	6/30/2018					ADA 307, 307.2, CA 11B-307.2	No Comments	
323638	3rd Floor	Womens Restroom Next To Information Technology - Shelf	The leading edge of the item protrudes into the circulation route greater than permitted.	8.00 inches	+4.00 inches	In Progress	Not Set	1	6/30/2018					ADA 307, 307.2, CA 11B-307.2	No Comments	
410243	1st Floor	1st Floor North Stairwell Entrance - Lever	The door opening force for pounds this door is greater than allowed.	11.00 pounds	+6.00 pounds	In Progress	Not Set	2	12/31/2018					ADA 404.2, CA 11B-404.2	No Comments	
410238	1st Floor	1st Floor West Stairwell Entrance - Lever	The door opening force for pounds this door is greater than allowed.	12.00 pounds	+7.00 pounds	In Progress	Not Set	2	12/31/2018					ADA 404.2, CA 11B-404.2	No Comments	

## Priority Manager

Priority Manger allows users to manage many records on one page, but individually update each record with unique information. Once all selections are made, the user clicks "Submit" to apply all updates.

### Priority Manager

Please select the filter criteria and click "Generate Report" to view the deficiencies you are able to edit.

Clients: **City of Downey** Projects: **Facilities and Parks**  
 Facilities: **City Hall** Locations: **All Locations**  
 Categories: **All Categories** Priority: **1** Assignment: **All**  
                   **Accessible Showers**  
                   **Adaptable Dwelling Units**  
                   **Aisles**  
 Key Word: \_\_\_\_\_  
 Sort By:  Priority  Category  Location  Description  
 Progress: **All** Resolution: **All** Cost Responsibility: **All**  
                   **Not Started**                   **Corrected**                   **Landlord/Owner**  
                   **In Progress**                   **Not Corrected**                   **Tenant**  
                   **Completed**                   **Not Applicable**                   **Both**  
 Projected Date From: \_\_\_\_\_ To: \_\_\_\_\_ Actual Date From: \_\_\_\_\_ To: \_\_\_\_\_

Click the icon to export to excel:

Select deficiencies from the list below, enter new values, scroll to the bottom and hit Save. To erase a value, leave the field blank.

Record Number	Location	Element Description	Finding	On Site Finding	Deviation	Priority	Assignment	Progress	Resolution	Projected Completion Date	Actual Completion Date	Cost Responsibility	Contractor	Designated Staff	New Measurement	Code Reference	Inspector Notes
323637	3rd Floor	Mens Restroom Next To Council Office - Shelf	The leading edge of the item protrudes into the circulation route greater than permitted.	8.00 inches	+4.00 inches	1	Not Set	In Progress	Not Set	6/30/2018		None			0	ADA 307, 307.2, CA 11B-307.2	
323683	2nd Floor	Mens Restroom Next To Credit Union - Shelf	The leading edge of the item protrudes into the circulation route greater than permitted.	8.25 inches	+4.25 inches	1	Not Set	In Progress	Not Set	6/30/2018		None			0	ADA 307, 307.2, CA 11B-307.2	
323638	3rd Floor	Womens Restroom Next To Information Technology - Shelf	The leading edge of the item protrudes into the circulation route greater than permitted.	8.00 inches	+4.00 inches	1	Not Set	In Progress	Not Set	6/30/2018		None			0	ADA 307, 307.2, CA 11B-307.2	
410243	1st Floor	1st Floor North Stairwell Entrance - Lever	The door opening force for pounds this door is greater than allowed.	11.00 pounds	+6.00 pounds	2	Not Set	In Progress	Not Set	12/31/2018		None			0	ADA 404.2, CA 11B-404.2	

## Heat Map

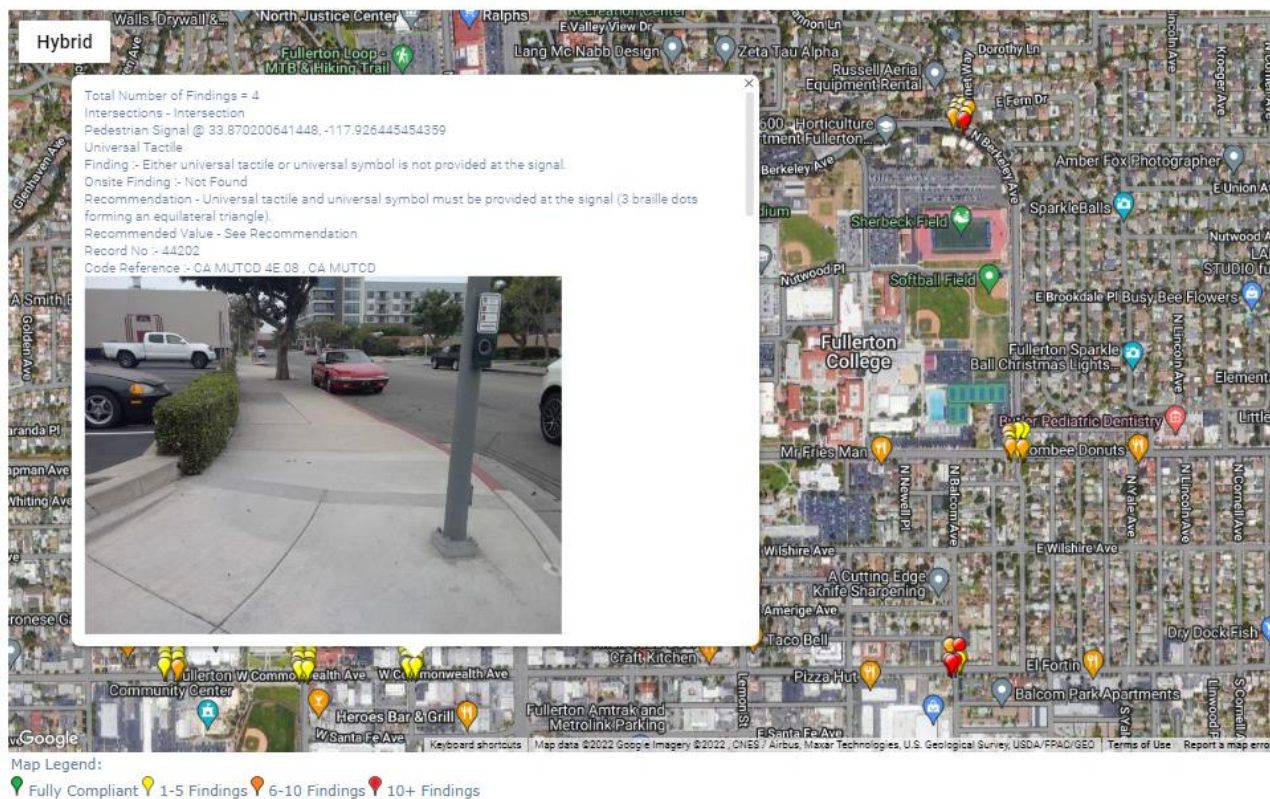
The DACTrak GIS Heatmap report displays colored icons representing the concentration of noncompliant findings for specific locations overlaid on a Google Map within the DACTrak map viewing area. Information about the noncompliant findings can be viewed by clicking on each colored icon to launch an interior window with the descriptions of the findings.

### Multi Facility Heatmap

Please select the filter criteria and click "Generate Report" to view the Report. Press and hold the "Ctrl" button to select multiple facilities.

Clients:	City of Fullerton	Projects:	Signalized Intersections
Facilities:	<ul style="list-style-type: none"> <li>Acacia Avenue &amp; Commonwealth Avenue</li> <li>Associated Road &amp; Rolling Hills Drive</li> <li>Bastanchury Road &amp; Associated Road</li> <li>Bastanchury Road &amp; Euclid Street</li> <li>Bastanchury Road &amp; Hartford Avenue</li> <li>Bastanchury Road &amp; Hughes Drive</li> </ul>	Categories:	<ul style="list-style-type: none"> <li>All Categories</li> <li>Assembly Areas</li> <li>Benches</li> <li>Bus Stops</li> <li>Curb Ramps</li> <li>Drinking Fountains</li> </ul>

[Generate Map](#)



## 8. Qualification

### DAC Public Entity Client List

The DAC team members proposed for the City of La Habra project have worked together on numerous similar projects. Select examples of recent and current public entity projects are presented in the following list.

- City of Agoura Hills
- City of Anaheim
- City of Azusa
- City of Avalon
- City of Bakersfield
- City of Banning
- City of Barstow
- City of Bell Gardens
- City of Benicia
- City of Berkeley

- City of Biddeford
- City of Bishop
- City of Buena Park
- City of Carlsbad
- City of Carpinteria
- City of Carson
- City of Cathedral City
- City of Claremont
- City of Clovis
- City of Cudahy
- City of Cypress
- City of Davenport
- City of Del Mar
- City of Desert Hot Springs
- City of Downey
- City of Duarte
- City of Dublin
- City of East Palo Alto
- City of El Centro
- City of Elk Grove
- City of Fairfield
- City of Fillmore
- City of Forest Grove
- City of Foster City
- City of Fountain Valley
- City of Fremont
- City of Fullerton
- City of Glendale
- City of Grass Valley
- City of Gresham
- City of Grover Beach
- City of Goleta
- City of Half Moon Bay
- City of Hemet
- City of Huntington Beach
- City of Indian Wells
- City of Indio
- City of Jurupa Valley
- City of King City
- City of La Canada Flintridge
- City of La Mesa
- City of La Mirada
- City of La Palma
- City of La Puente
- City of La Quinta
- City of Laguna Niguel
- City of Laguna Woods
- City of Lake Elsinore
- City of Lakeland
- City of Lakewood
- City of Lawndale
- City of Lemon Grove
- City of Lincoln City
- City of Livermore
- City of Loma Linda
- City of Lomita
- City of Los Alamitos
- City of Manhattan Beach
- City of Manteca
- City of Menifee
- City of Michigan City
- City of Milford
- City of Milpitas
- City of Modesto
- City of Monrovia
- City of Monterey Park
- City of Moorpark
- City of Moreno Valley
- City of Morro Bay
- City of Murrieta
- City of Newport Beach
- City of Norwalk
- City of Oakdale
- City of Oceanside
- City of Ojai
- City of Oroville
- City of Pacific Grove
- City of Palm Desert
- City of Palm Springs
- City of Palo Alto
- City of Palos Verdes Estates
- City of Paramount
- City of Paso Robles
- City of Piedmont
- City of Pismo Beach
- City of Poway
- City of Rancho Palos Verdes
- City of Red Bluff
- City of Redondo Beach
- City of Redwood City
- City of Rolling Hills
- City of Rolling Hills Estates
- City of San Clemente
- City of San Dimas
- City of San Gabriel
- City of San Jose
- City of San Juan Capistrano
- City of San Luis Obispo
- City of San Marcos
- City of San Mateo
- City of Santa Monica
- City of Santa Fe Springs
- City of Santa Paula
- City of Santee

- City of Sarasota
- City of Saratoga
- City of Seaside
- City of Shafter
- City of Sierra Madre
- City of Signal Hill
- City of South El Monte
- City of Stanton
- City of Suisun City
- City of Temple City
- City of Tustin
- City of Vallejo
- City of Victorville
- City of Walnut
- City of Wasco
- City of Waterford
- City of West Sacramento
- City of Willows
- Butte County Association of Governments
- County of Butte
- County of Calaveras
- County of Glenn
- County of Inyo
- County of Kern
- County of Marin
- County of Nevada
- County of Okaloosa
- County of Placer
- County of Riverside
- County of San Luis Obispo
- County of San Mateo
- County of Santa Clara
- County of Shasta
- County of Solano
- County of Tehama
- County of York
- Cordova Recreation and Parks District
- Desert Recreation District
- Fair Oaks Recreation and Park District
- Fulton El Camino Recreation and Park District
- Johnson County Park and Recreation District
- Orangevale Recreation and Park District
- Mount Shasta Recreation and Park District
- North Highlands Recreation and Park District
- North of the River Recreation and Park District
- Pleasant Hill Recreation and Park District
- Pleasant Valley Recreation and Park District
- Valley-Wide Recreation and Park District
- Town of Apple Valley
- Town of Blacksburg
- Town of Edgartown
- Town of Exeter
- Town of Leesburg
- Town of Los Gatos
- Town of Mammoth Lakes
- Town of Mooresville
- Town of Northborough
- Town of Oak Bluffs
- Town of Palmer
- Town of Paradise
- Town of Scituate
- Town of Tisbury
- Town of Truro
- Town of West Tisbury
- Town of Westborough
- Ventura Port District
- Village of Niles

Thank you for the opportunity to submit this proposal to the City of La Habra. DAC’s team has over 130 years of combined and successful experience of providing comprehensive and compliant ADA accessibility assessment surveys and self-evaluation and transition plans to hundreds of public entities. As you may notice, many of these entities are in proximity to the City.

We have a clear understanding of your goals and requirements and, if selected, we look forward to providing our customized and economical solutions to the City of La Habra.

## **EXHIBIT “B”**

### **COMPENSATION RATES AND FEES**



**Response to Request for Proposal**  
**ADA Accessibility Assessment Surveys FY 2023**  
**SECTION 5 – FEE SCHEDULE**

February 16, 2023



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



## 5. Fee Proposal

February 16, 2023

To: Tony An, P.E, Principal Engineer  
 Engineering Division  
 City of La Habra  
 110 E. La Habra Boulevard  
 La Habra, CA 90631

Re: **REQUEST FOR PROPOSAL (RFP)**  
**ADA ACCESSIBILITY ASSESSMENT SURVEY FY 2023**  
**SECTION 5 – FEE PROPOSAL**

Firm's Legal Name: Disability Access Consultants, LLC (DAC)

SECTION 5 - FEE SCHEDULE- DISABILITY ACCESS CONSULTANTS, LLC									
		City of La Habra, CA							
		ADA Accessibility Assessment Survey							
Americans with Disabilities Act Self-Evaluation and Transition Plan									
STAFF POSITIONS AND BILLING RATES									
TASKS	Project Manager	CASp	General Manager	Director of Administrative Services	Director of Accessibility Services	Accessibility Specialists	IT Director	Cost (\$)	
	\$120	\$120	\$100	\$100	\$100	\$85	\$0		
<b>Task 1 - Development and Execution of Self Evaluation and ADA Transition Plan</b>									
Develop master list of city programs, services activities, accessibility policies, etc.	8			12				\$ 2,160	
Review appropriate city plans, reports and programs.	12	10		12				\$ 3,840	
Administer barrier assessment surveys	8	12		8	12		24	\$ 4,400	
Evaluate effectiveness of existing ADA program services and provide recommendations	8	8		12				\$ 3,120	
Summarize the data and findings in the Self Evaluation and ADA Transition Plan	8			12			12	\$ 2,160	
Meetings (3) minimum with City staff	6	6	6	6	6			\$ 3,240	
<b>Subtotal Task 1</b>	<b>50</b>	<b>36</b>	<b>6</b>	<b>62</b>	<b>18</b>	<b>0</b>	<b>36</b>	<b>\$ 18,920</b>	
<b>Task 2 - Conduct Comprehensive Facility Surveys</b>									
Buildings	12	24		24	80	400	24	\$ 48,720	
Parks & Open Spaces	8	12		8	40	280		\$ 31,000	
Public Rights-of-Way - 111 Centerline Miles	40	32		40	100	900		\$ 99,140	
City Programs and Services	16			24				\$ 4,320	
City Communication and Webpages	16			24				\$ 4,320	
<b>Subtotal Task 2</b>	<b>92</b>	<b>68</b>	<b>0</b>	<b>120</b>	<b>220</b>	<b>1580</b>	<b>24</b>	<b>\$ 187,500</b>	
<b>Task 3 - Comprehensive ADA Self-Evaluation and Transition Plan</b>									
Develop a comprehensive ADA Self-Evaluation and Transition Plan	36	8	12	36	12			\$ 11,280	
Present Plan to City Staff	8			8				\$ 1,760	
Finalize Plan and present to City Council	4			4				\$ 880	
Provide (4) bound copies of plan and electronic copies to City				2				\$ 200	
Complete in 12 months									
<b>Subtotal Task 3</b>	<b>36</b>	<b>8</b>	<b>12</b>	<b>36</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>\$ 11,280</b>	
<b>TOTALS</b>	<b>178</b>	<b>112</b>	<b>18</b>	<b>218</b>	<b>250</b>	<b>1580</b>	<b>60</b>	<b>\$ 217,700</b>	

This fee proposal is signed by Tim Mahoney, who is authorized to obligate DAC contractually and negotiate with the City.

Tim Mahoney, General Manager



# APPENDIX "B"

## CONFLICT OF INTEREST DISCLAIMER

The undersigned, \_\_\_\_\_, declares that  
(Print or Type Name)

\_\_\_\_\_ does have/does not have (cross one out)  
(Name of Firm)

interest, ownership or receives or anticipates receiving remuneration of any type from the manufacturer(s), supplier(s), or distributor(s) which may be recommended on the project, as listed below.

<u>Firm</u>	<u>Product</u>	<u>Remuneration</u>
_____		
_____		
_____		
_____		

\_\_\_\_\_  
Signature of President, Secretary, Partner,  
Owner or Representative

\_\_\_\_\_  
Date

## APPENDIX "C"

### ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS AND CERTIFICATION OF ABILITY TO PROVIDE COVERAGES SPECIFIED

I, \_\_\_\_\_, the \_\_\_\_\_  
(President; Secretary; Owner or Representative)

of \_\_\_\_\_, certify that the  
(Company Name or Corporation, or Owner)

Insurance Requirements set forth in Article IV of the Proposed Agreement have been read and understood that our insurance company(ies) \_\_\_\_\_

\_\_\_\_\_  
(Name(s) of insurance company(ies))

is/are able to provide the coverages specified.

\_\_\_\_\_  
Signature of President, Secretary, Partner,  
Owner or Representative

\_\_\_\_\_  
Date