



# CITY COUNCIL STAFF REPORT

DATE: July 11, 2012

SUBJECT: APPROVAL OF AN AGREEMENT WITH DISABILITY ACCESS CONSULTANTS, INC. TO PROVIDE AMERICANS WITH DISABILITIES ACT (ADA) CONSULTING SERVICES

FROM: David H. Ready, City Manager

BY: Neighborhood and Community Relations Department

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## SUMMARY

Title II of the Americans with Disabilities Act of 1990 (ADA) requires state and local governments to make their programs and services accessible to persons with disabilities. This requirement extends not only to physical access to facilities and events, but it also mandates that governmental entities must ensure that all people with disabilities can take part in, and benefit from, the programs and services of state and local governments. A public entity that employees 50 or more persons, such as the City of Palm Springs, must develop and maintain both a Self Evaluation of its programs, policies and procedures and a Transition Plan which defines what structural changes need to be made to achieve accessibility.

## RECOMMENDATION:

1. Approve a Professional Services Agreement with Disability Access Consultants, Inc., in an amount not-to-exceed \$161,500 for a full compliance evaluation survey of City-owned facilities, parks, parking lots, signalized intersections and sidewalks and to develop both a Self Evaluation and a Transition Plan.
2. Authorize the City Manager to sign and execute the appropriate documents.

## STAFF ANALYSIS:

### Self Evaluation

State and local governments are required to conduct a Self Evaluation of their programs, services and activities to make sure they do not discriminate against people with disabilities. Remedial measures necessary to bring a program or service into compliance will be specified in the Self Evaluation, such as relocating the program to an accessible facility or making available auxiliary aids needed to provide effective communication

### Transition Plan

Any physical barriers found need to be identified in a Transition Plan that describes the structural changes required for program accessibility. A list of 46 City-owned facilities, parks and parking lots were identified that need to be inspected and evaluated to determine what does not comply with federal and state accessibility codes. City Hall, the Library Center, Baristo and Victoria parks were inspected in 2010 and those evaluations will be included in the final Transition Plan.

During inspections, parking, paths of travel, ramps, entrances, doors, restrooms and drinking fountains are among the items and areas that will be examined.

Some of the detailed information contained for each site in the Transition Plan will include:

- One or more photographs of each noncompliant finding
- Recommended measures to achieve compliance
- Prioritization and cost estimates
- Projected schedule to correct the noncompliant item. It is anticipated that the City would opt for a phased implementation plan with a timeline of a maximum of 15 or possibly 20 years.

All facilities designed, constructed or altered by, on behalf of, or for the use of a public entity must be readily accessible and usable by individuals with disabilities, if the construction or alteration began after January 26, 1992.

In prioritizing noncompliant items, a potential safety issue or hazard would receive a high priority, while an item with a low priority possibly would wait until remodeling or renovation was scheduled for that facility.

Nevertheless, a public entity is not required to take any action that would threaten or destroy the historic significance of an historic property.

Because the City of Palm Springs has responsibility or authority over streets, roads and walkways, the Transition Plan will include an inspection of the City's signalized intersections and sidewalks.

### Consultant Submittals

The City received four (4) submittals from the following firms in response to the formal Statement of Qualifications process, SOQ 08-12: Disability Access Consultants (DAC), Sally Swanson Architects, National Access Consultants, and Equal Access Consultants.

After the Evaluation Committee reviewed and scored the submittals, the committee conducted interviews with the three (3) highest scoring firms. Following the interviews the committee unanimously recommended the selection of Disability Access Consultants for the proposed scope of services pursuant to the terms and conditions of the attached agreement.

The cost proposals from the three firms interviewed ranged from \$90,630 to \$125,000.

DAC's cost proposal was \$119,500. Subsequently, the City asked that its signalized intersections and sidewalks be added to the Transition Plan. DAC submitted a proposed cost of \$16,000 to inspect the 80 signalized intersections and include them in the Transition Plan. As the City has not finalized the miles of sidewalks at this time, DAC proposes a not-to-exceed cost of \$26,000 to inspect the sidewalks and include them in the Transition Plan. The total cost of the entire project is an amount not-to-exceed \$161,500.

DAC estimates the Self Evaluation and Transition Plan will take five to six months to complete including the public input process.

Management Software

DAC provides accessibility management software – DACTrak. This software will be used to document noncompliant items, provide photographs of as-is site conditions, list recommendations, project costs, prioritize items, list projected dates of completion and actual dates of completion along with the actual costs. This software gives the City a dynamic operating base that it can continually update – documenting compliance work that has been done, tracking progress on remaining items and producing reports. Disability Access Consultants includes the licensure of the DACTrak Accessibility Management Software for three years after completion of the City's project at no cost. After three years, the City can use the software for \$1,000 per year. The licensure fee includes data storage, updates and usage of DACTrak.

DAC will help the City identify grants or other outside funding sources that the City may be eligible to obtain to correct noncompliant items. Additionally, DAC will review the City's previous and current compliance efforts and document compliance activities.

FISCAL IMPACT:

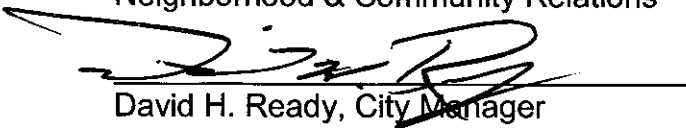
The Professional Services Agreement with Disability Access Consultants, Inc. is for an amount not to exceed \$161,500 and will be funded out of the Claims Expense Account in the Risk Fund.



Lee A. Bonno, Director  
Neighborhood & Community Relations



Thomas Wilson, Assistant City Manager

  
David H. Ready, City Manager

Attachments:

1. Professional Services Agreement with Disability Access Consultants, Inc.

**PROFESSIONAL SERVICES AGREEMENT**  
(Disability Access Consultants, Inc)

THIS PROFESSIONAL SERVICES AGREEMENT ( "Agreement") is entered into, and effective on \_\_\_\_\_, 2012, between the CITY OF PALM SPRINGS, a California charter city and municipal corporation, ("City") and DISABILITY ACCESS CONSULTANTS, INC., a California Corporation ("Consultant"). City and Consultant are individually referred to as "Party" and are collectively referred to as the "Parties".

**RECITALS**

A. City has determined that there is a need for Americans with Disabilities Act (ADA) Consultant services for a full compliance evaluation survey of all City-owned facilities, parks, parking lots, signalized intersections and sidewalks project ("Project").

B. Consultant has submitted to City a proposal to provide ADA consultant services to City for the Project under the terms of this Agreement.

C. Consultant is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided in this Agreement.

D. City desires to retain Consultant to provide such professional services.

In consideration of these promises and mutual obligations, covenants, and conditions, the Parties agree as follows:

**AGREEMENT**

**1. SERVICES OF CONSULTANT**

**1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant agrees to perform the professional services set forth in the Scope of Services described in Exhibit "A" (the "Services" or "Work") , which is attached and incorporated by reference. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and professional services and that Consultant is experienced in performing the Work and Services contemplated and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the Work and Services required in this Agreement. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized as high quality among well-qualified and experienced professionals performing similar work under similar circumstances.

**1.2 Contract Documents.** The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the City's Request for Proposals; and, (4) the Consultant's signed, original proposal submitted to the City ("Consultant's

Proposal”), (collectively referred to as the “Contract Documents”). The City’s Request for Proposals and the Consultant’s Proposal, which are both attached as Exhibits “B” and “C”, respectively, are incorporated by reference and are made a part of this Agreement. The Scope of Services shall include the Consultant’s Proposal. All provisions of the Scope of Services, the City’s Request for Proposals and the Consultant’s Proposal shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1<sup>st</sup>) the provisions of the Scope of Services (Exhibit “A”); (2<sup>nd</sup>) the provisions of the City’s Request for Proposal (Exhibit “B”); (3<sup>rd</sup>) the terms of this Agreement; and, (4<sup>th</sup>) the provisions of the Consultant’s Proposal (Exhibit “C”).

**1.3 Compliance with Law.** Consultant warrants that all Services rendered shall be performed in accordance with all applicable federal, state, and local laws, statutes, ordinances lawful orders, rules, and regulations.

**1.4 Licenses, Permits, Fees, and Assessments.** Consultant represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement. Consultant shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City to the fullest extent permitted by law.

**1.5 Familiarity with Work.** By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the Services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

**1.6 Care of Work.** Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components to prevent losses or damages. Consultant shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

**1.7 Further Responsibilities of Parties.** Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

**1.8 Additional Services.** City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement. Any adjustments must also be approved in writing by the Consultant. Any increase in compensation of up to twenty-five percent (25%) of the Maximum Contract Amount or \$25,000, whichever is less, or in the time to perform of up to thirty (30) days, may be approved by the City Manager, or his designee, as may be needed to perform any extra work. Any greater increases, occurring either separately or cumulatively, must be approved by the Palm Springs City Council. It is expressly understood by Consultant that the provisions of this section shall not apply to the services specifically set forth or reasonably contemplated within the Scope of Services.

## **2. COMPENSATION**

**2.1 Maximum Contract Amount.** For the Services rendered under this Agreement, Consultant shall be compensated by City in accordance with the Schedule of Compensation, which is attached as Exhibit "D" and incorporated in this Agreement by reference. Compensation shall not exceed the maximum contract amount of One Hundred Sixty One Thousand Five Hundred Dollars, (\$161,500) ("Maximum Contract Amount"), except as may be provided under Section 1.8. The method of compensation shall be as set forth in Exhibit "D." Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated under Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation. The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings reasonably deemed necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Consultant accepts the risk that the services identified in the Scope of Services may be more costly and/or time-consuming than Consultant anticipates, that Consultant shall not be entitled to additional compensation, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Services. The maximum amount of city's payment obligation under this section is the amount specified in this Agreement. If the City's maximum payment obligation is reached before the Consultant's Services under this Agreement are completed, Consultant shall complete the Work and City shall not be liable for payment beyond the Maximum Contract Amount.

**2.2. Method of Payment.** Unless another method of payment is specified in the Schedule of Compensation (Exhibit "D"), in any month in which Consultant wishes to receive payment, Consultant shall submit to the City an invoice for services rendered prior to the date of the invoice. The invoice shall be in a form approved by the City's Finance Director and must be

submitted no later than the tenth (10) working day of such month. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or as soon as is reasonably practical. There shall be a maximum of one payment per month.

**2.3 Changes in Scope.** In the event any change or changes in the Scope of Services is requested by City, Parties shall execute a written amendment to this Agreement, specifying all proposed amendments, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents, work product, or work, when required by the enactment or revision of any subsequent law; or

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

**2.4 Appropriations.** This Agreement is subject to and contingent upon funds being appropriated by the City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

### **3. SCHEDULE OF PERFORMANCE**

**3.1 Time of Essence.** Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon attached Schedule of Performance (Exhibit "E"), incorporated by reference.

**3.2 Schedule of Performance.** Consultant shall commence the Services under this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

**3.3 Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the Services rendered under this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted) if Consultant, within ten (10) days of the commencement of such delay, notifies the Contract Officer in writing of the causes of the delay. Unforeseeable causes include, but are not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City. The City Manager shall ascertain the facts and the extent of delay, and extend the time for

performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement under this section.

**3.4 Term.** Unless earlier terminated under this Agreement, this Agreement shall commence upon the effective date of this Agreement and continue in full force and effect until completion of the Services. However, the term shall not exceed one (1) year from the commencement date, except as otherwise provided in the Schedule of Performance described in Section 3.2 above. Any extension must be through mutual written agreement of the Parties.

**3.5 Termination Prior to Expiration of Term.** City may terminate this Agreement for its convenience at any time, without cause, in whole or in part, upon giving Consultant thirty (30) days written notice. Where termination is due to the fault of Consultant and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless stated otherwise in the notice or by written authorization of the Contract Officer. After such notice, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement under this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. Consultant may terminate this Agreement, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

#### **4. COORDINATION OF WORK**

**4.1 Representative of Consultant.** The following principal of Consultant is designated as being the principal and representative of Consultant authorized to act in its behalf and make all decisions with respect to the Services to be performed under this Agreement: Barbara Thorpe, President. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

**4.2 Contract Officer.** The Contract Officer shall be the City Manager or his/her designee ("Contract Officer"). Consultant shall be responsible for keeping the Contract Officer fully informed of the progress of the performance of the services. Consultant shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified, any approval of City shall mean the approval of the Contract Officer.

**4.3 Prohibition Against Subcontracting or Assignments.** The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall



not assign full or partial performance of this Agreement, nor any monies due, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required under this Agreement without the prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest in this Agreement may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted in this Agreement shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability under this Agreement without the express written consent of City.

**4.4 Independent Contractor.** The legal relationship between the Parties is that of an independent contractor, and nothing shall be deemed to make Consultant a City employee.

A. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act or represent themselves as City officers or employees. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. Consultant shall not have any authority to bind City in any manner. This includes the power to incur any debt, obligation, or liability against City.

C. No City benefits shall be available to Consultant, its officers, employees, or agents in connection with any performance under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or

agents, for injury or sickness arising out of performing Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than under Section 2 and Subsection 1.8 in this Agreement, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, servants, representatives, subcontractors, or agents, Consultant shall indemnify City for all such financial obligations.

## 5. INSURANCE

**5.1 Types of Insurance.** Consultant shall procure and maintain, at its sole cost and expense, the insurance described below. The insurance shall be for the duration of this Agreement and includes any extensions, unless otherwise specified in this Agreement. The insurance shall be procured in a form and content satisfactory to City. The insurance shall apply against claims which may arise from the Consultant's performance of Work under this Agreement, including Consultant's agents, representatives, or employees. In the event the City Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager or his designee. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified in this Agreement. Except as otherwise authorized below for professional liability (errors and omissions) insurance, all insurance provided under this Agreement shall be on an occurrence basis. The minimum amount of insurance required shall be as follows:

A. Errors and Omissions Insurance (\*WAIVED\*). Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, standard industry form professional liability (errors and omissions) insurance coverage in an amount of not less than one million dollars (\$1,000,000.00) per occurrence and two-million dollars (\$2,000,000.00) annual aggregate, in accordance with the provisions of this section.

(1) Consultant shall either: (a) certify in writing to the City that Consultant is unaware of any professional liability claims made against Consultant and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification under (a), Consultant shall procure from the professional liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services under this Agreement.

(2) If the policy of insurance is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City Manager.

(3) In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Services under the terms of this Agreement.

B. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies. If Consultant has no employees, Consultant shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

C. Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000.00) general aggregate for bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations.

D. Business Automobile Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) for bodily injury or disease.

**5.2 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City Manager or his/her designee prior to commencing any work or services under this Agreement. Consultant guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager or his/her designee may require evidence of pending claims and claims history as well as evidence of Consultant's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

**5.3 Other Insurance Requirements.** The following provisions shall apply to the

insurance policies required of Consultant under this Agreement:

- 5.3.1 For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- 5.3.2 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.
- 5.3.3 All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.
- 5.3.4 No required insurance coverages may include any limiting endorsement which substantially impairs the coverages set forth in this Agreement (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.
- 5.3.5 Consultant agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided in this Agreement.
- 5.3.6 Consultant agrees to ensure that subcontractors, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

- 5.3.7 Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights in this or any other regard.
- 5.3.8 Consultant shall provide proof that policies of insurance required in this Agreement, expiring during the term of this Agreement, have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.9 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 5.3.10 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impair the provisions of this section.
- 5.3.11 Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City, or to reduce or dilute insurance available for payment of potential claims.
- 5.3.12 Consultant agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages resulting from the Consultant's activities or the activities of any person or person for which the Consultant is otherwise responsible.

**5.4 Sufficiency of Insurers.** Insurance required in this Agreement shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances.

**5.5 Verification of Coverage.** Consultant shall furnish City with both certificates of

insurance and endorsements, including additional insured endorsements, affecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Consultant's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Palm Springs or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. *"The City of Palm Springs, its officials, employees, and agents are named as an additional insured..." ("as respects City of Palm Springs Contract No. \_\_\_" or "for any and all work performed with the City" may be included in this statement).*

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Palm Springs Contract No. \_\_\_" or "for any and all work performed with the City" may be included in this statement).*

3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.*

4. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies. All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Consultant's obligation to provide them.

## 6. INDEMNIFICATION

**6.1 Indemnification and Reimbursement.** To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Consultant's employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Consultant, its officers, employees, representatives, and agents, that arise out of or relate to Consultant's performance under this Agreement. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability under this Agreement. Consultant's indemnification obligation shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

**6.2 Design Professional Services Indemnification and Reimbursement.** If the Agreement is determined to be a "design professional services agreement" and Consultant is a "design professional" under California Civil Code Section 2782.8, then:

A. To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless City and its elected officials, officers, employees, agents and volunteers and all other public agencies whose approval of the project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's negligent, reckless or willful performance of or failure to perform any term, provision, covenant or condition of this Agreement ("Indemnified Claims"), but Consultant's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness or willful misconduct of the City and its elected officials, officers, employees, agents and volunteers.

B. The Consultant shall require all non-design-professional sub-contractors, used or sub-contracted by Consultant to perform the Services or Work required under this Agreement, to execute an Indemnification Agreement adopting the indemnity provisions in subsection 6.1 in favor of the Indemnified Parties. In addition, Consultant shall require all non-design-professional sub-contractors, used or sub-contracted by Consultant to perform the Services or Work required under this Agreement, to obtain insurance that is consistent with the

Insurance provisions as set forth in this Agreement, as well as any other insurance that may be required by Contract Officer.

## **7. REPORTS AND RECORDS**

**7.1 Accounting Records.** Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

**7.2 Reports.** Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement, or as the Contract Officer shall require. Consultant acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed under this Agreement. For this reason, Consultant agrees that Consultant shall promptly notify the Contract Officer the estimated increased or decreased cost if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the contemplated Work or Services. If Consultant is providing design services, Consultant shall promptly notify the Contract Officer the estimated increased or decreased cost for the project being designed if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the design services.

**7.3 Ownership of Documents.** All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all resulting damages. Consultant may retain copies of such documents for their own use. Consultant shall have an unrestricted right to use the concepts embodied in this Agreement. Consultant shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them. In the event Consultant fails to secure such assignment, Consultant shall indemnify City for all resulting damages.

**7.4 Release of Documents.** All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization.



**7.5 Audit and Inspection of Records.** After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

## **8. ENFORCEMENT OF AGREEMENT**

**8.1 California Law and Venue.** This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such County, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

**8.2 Interpretation.** This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

**8.3 Default of Consultant.** Consultant's failure to comply with any provision of this Agreement shall constitute a default.

A. If the City Manager, or his designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing shall limit City's right to terminate this Agreement without cause under Section 3.5.

B. If termination is due to the failure of the Consultant to fulfill its

obligations under this Agreement, City may, after compliance with the provisions of Section 8.3A, take over the work and prosecute the same to completion by contract or otherwise. The Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages). The City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided in this Agreement.

**8.4 Waiver.** 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. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions.

**8.5 Rights and Remedies Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

**8.6 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, remedy or recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

**8.7 Attorney Fees.** In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses. These include but are not limited to reasonable attorney fees, expert consultant fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

## 9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

**9.1 Non-liability of City Officers and Employees.** No officer or employee of the City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

**9.2 Conflict of Interest.** No officer or employee of the City shall have any direct or indirect financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects their financial interest or the financial interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested in violation of any state statute or regulation. Consultant warrants that Consultant has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

**9.3 Covenant Against Discrimination.** In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## 10. MISCELLANEOUS PROVISIONS

**10.1 Patent and Copyright Infringement.** To the fullest extent permissible under law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise:

A. It is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement in the event City fails to cooperate in the defense of any suit or

claim, provided, however, that such defense shall be at Consultant's expense. Consultant shall not be obligated to indemnify City under any settlement that is made without Consultant's consent, which shall not be unreasonably withheld. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

**10.2 Notice.** Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person shall be in writing. All notices shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission. All notices shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, and instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City: City of Palm Springs  
Attention: City Manager & City Clerk  
3200 E. Tahquitz Canyon Way  
Palm Springs, California 92262  
Telephone: (760) 323-8204  
Facsimile: (760) 323-8332

To Consultant: Disability Access Consultants, Inc.  
2243 Feather River Blvd.  
Oroville, California 95965  
Attention: Barbara Thorpe, President  
Telephone: 1-800-743-7067  
Facsimile: 702-649-7417

**10.3 Integrated Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter in this Agreement.

**10.4 Amendment.** No amendments or other modifications of this Agreement shall be binding unless through written agreement by all Parties.

**10.5 Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition

or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

**10.5 Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

**10.6 Third Party Beneficiary.** Except as may be expressly provided for in this Agreement, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party to this Agreement.

**10.7 Recitals.** The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth in this Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

**10.8. Corporate Authority.** Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing, (iii) by so executing this Agreement, the Party for which he or she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he or she is signing is bound.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates stated below.

**“CITY”  
City of Palm Springs**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
David H. Ready  
City Manager

**APPROVED AS TO FORM:**

**ATTEST**

By: \_\_\_\_\_  
Douglas C. Holland,  
City Attorney

By: \_\_\_\_\_  
James Thompson,  
City Clerk

**APPROVED BY CITY COUNCIL:**

Date: \_\_\_\_\_ Agreement No. \_\_\_\_\_

Corporations require two notarized signatures. One signature must be from Chairman of Board, President, or any Vice President. The second signature must be from the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.

**CONSULTANT NAME:**

\_\_\_\_\_

Check one  Individual  Partnership  Corporation

Address \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_  
Signature (Notarized)

By \_\_\_\_\_  
Signature (Notarized)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer  
personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature \_\_\_\_\_  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## EXHIBIT "A"

### SCOPE OF SERVICES

#### 1.0 Preliminary Scope of Services

Disability Access Consultants, Inc. (DAC) will provide Americans with Disabilities Act (ADA) Access Consultant Services for a full compliance evaluation survey of all City owned facilities, parks, parking lots, signalized intersections and sidewalks and the formulation of a Transition Plan and Self Evaluation for the City of Palm Springs.

#### 1.1 City Owned Facilities (Buildings, Parks and Parking Lots)

1.1.1 DAC will inspect City owned facilities and applicable properties. DAC will collect the detailed field information that will include, but is not limited to:

- a. California Building Code references
- b. ADA 2010 Standards
- c. Section 504 of the Rehabilitation Act of 1973
- d. Detailed cost estimates
- e. As-built dimensions
- f. Executive and cost summaries
- g. Digital photo documentation
- h. Define the facility as being post or pre 1992
- i. Identify if the site has had major remodeling or renovation since July 26, 1992

1.1.2 In addition to items specified in 1.1.1, DAC will access all areas for accessibility compliance in accordance with the California Building Code Title 24 and the ADA Standards. Reports will indicate if the item or element does not comply. The applicable code, whether CBC or ADA will be identified in the report. The assessment includes all exterior and interior accessibility items and elements from the public right of way. The following items and areas are included in the DAC site surveys, but are not limited to the following:

- Parking
- Parking garages
- Curbs
- Curb ramps
- Entrances
- Passenger Loading Zones
- Crosswalks
- Paths of Travel
- Ramps
- Handrails
- Elevators
- Platform Lifts
- Stairs



- **Doors**
- **Door Hardware**
- **Telecommunications Devices (TDD/TTY)**
- **Signage --Permanent and Directional**
- **Visual & Audible Communications and Alarms**
- **Restrooms**
- **Drinking Fountains**
- **Common Use Areas**
- **Employee Break Areas**
- **Meeting and Conference Rooms**
- **Locker Rooms**
- **Stadiums**
- **Outdoor Areas**
- **Areas of Rescue Assistance**
- **Sidewalks**
- **Trails**
- **Outdoor Developed Areas**

**1.1.3 The list of City owned facilities, buildings, parks and parking lots are listed in Exhibit B . City Hall, City Hall Annex, Library Center, Baristo Park and Victoria Park have already been surveyed and DAC will incorporate those evaluations into the Transition Report.**

**1.1.4 DAC has developed web-based software called DACTrak which will be used to manage and update information. DAC will make the software available to the City including the licensure of the DACTrak Accessibility Management Software for a period of three years after the completion of this project for no cost. If the City desires to continue to use the DACTrak Accessibility Management Software after three years, it is available at a total cost of \$1,000 per year (not by individual license). The licensure fee includes data storage, updates and usage of DACTrak.**

**1.1.5 DAC will produce a variety of Americans with Disability Act (ADA) Access Compliance Reports showing the same information and more than listed in 1.1.1 Access compliance reports that are generated from the DACTrak system also will include priorities, projected dates, dates of completion, progress and other areas to assist the City with the management of its Transition Plan.**

**1.1.6 DAC will incorporate the information collected in the field into a completed Transition Plan with barriers addressed by levels of severity.**

- a. **Draft versions will be presented to the City at the 65% and 90% levels in addition to the final product.**
- b. **Copies will be available in the DACTrak Accessibility Management Software and/or by hard copy in a binder format for both the draft and final report.**
- c. **The reports will include the same level of detail found in 1.1.1**
- d. **A Transition Plan that identifies recommendations and deficiencies and a Self**

Evaluation shall be presented in a format similar to the sample documents provided during the SOQ process.

**1.1.7 DAC will initially provide a proposed barrier removal plan that will become a Transition Plan, documenting the results of the survey and providing prioritization and cost estimates to achieve compliance for each City facility.**

**1.1.7.1 DAC will provide the City with the methodology to add and update the City prioritizations into the DACTrack software and assist the City with consultation and recommendations.**

**1.1.7.2 DAC provides a proposed industry standard for costs in the reports and the DACTrak software. DACTrack allows for easy adjustments of costs to use City accepted unit costs. The City can also provide DAC with City accepted costs and DAC will enter the City costs into the DACTrak software.**

**1.1.7.3 If the City so chooses, DAC will work with the City's existing software to integrate the findings from the DACTrak software or integrate the software system to create corrective action line items for the City's software. If requested by the City, DAC will provide a method for the DACTrak software to integrate with the City's software.**

**1.1.7.4 DAC will provide the City with the methodology to update the DACTrack software program as work orders are completed. DAC will provide the training to update the ADA Transition Plan and print progress reports.**

**1.1.7.5 As the Transition Plan is updated, the DACTrak software and reports produced will include the priority and status of all deficiencies.**

**1.1.8 DAC will train designated City staff in the following areas:**

- a. Applicable government codes, statues and regulations**
- b. Performing field investigations and inspections, including recommended tools for conducting surveys**
- c. Preparation of ADA Compliance Assessment Reports**
- d. Proper use and maintenance of the database**
- e. Proper use and maintenance of the DACTrak software**
- f. Monitoring and updating the plan**
- g. Recommendations for setting priorities**
- h. Alternate specifications for accessible items and elements that will provide a cost savings**

## **1.2 Public Rights-of-Way**

**1.2.1 Public rights-of-way, specifically signalized intersections and public sidewalks, will be inspected by DAC in accordance with the ADA Standards, the federal Public Rights of**

Way guidelines, the Federal Highway Administration's California Edition of the Manual on Uniform Traffic Control Devices (MUTCD) and CBC/Title 24. DACTrak intake software also includes GIS tracking information. DAC does not just use a tool or segway to survey the running slopes of a sidewalk with estimated changes in elevation, but provides an actual measurement for tripping hazards, changes in elevation, cross slope measurements, protruding objects, notations of utilities that may interfere with the path of travel and other pertinent sidewalk, streets, intersections, ramps, signalized intersections and transit stops.

**1.2.2 DAC will collect detailed field information that will include, but is not limited to:**

- a. California Building Code References**
- b. ADA 2010 Standards**
- c. Section 504 of the Rehabilitation Act of 1973**
- d. Detailed cost estimates**
- e. As-built dimensions**
- f. Executive and cost summaries**
- g. Digital photo documentation**
- h. Define the pedestrian area as post or pre 1992**

**1.2.3 DAC will produce a variety of ADA access compliance reports.**

**The following items are inspected for sidewalks:**

- **Width**
- **Cross slope**
- **Running slope**
- **Changes in elevation greater than ¼ inch and changes in elevation that are not beveled up to ½ inch**
- **Any obstructions in the sidewalk that obstruct or narrow the path of travel such as protruding objects and items that narrow the required width**
- **Street furniture**

**The following items are inspected for intersections:**

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

**1.2.4 Access compliance reports for pedestrian and public rights-of-way that are generated from the DACTrak system also includes priorities, projected dates, dates of completion, progress and other areas to assist the City with the management of the Transition Plan.**

**1.2.5 DAC will incorporate the information collected in the field into the completed Transition Plan with barriers addressed by levels of severity.**

**1.2.6 DAC will initially provide a proposed pedestrian and public rights-of-way barrier removal plan that will become part of the Transition Plan.**

**1.2.7 An option that is available to the City is for DAC to train City staff to complete the inspections of sidewalks and intersections, provide pc tablets and/or slates furnished by DAC for use by the City during inspections and provide a license to the City at no cost to upload and process reports and access to the DACTrak Accessibility Management System.**

### **1.3 Self-Evaluation of all City Programs, Services, Activities, Events and Related Policies, Procedures and Practices**

**1.3.1 DAC will review all City programs, services, activities, events, policies, memos of understanding, administrative regulations and other policy and procedural related documents to identify if any are discriminatory or potentially discriminatory for individuals with disabilities.**

**1.3.2 DAC will make recommendations to the City for consideration regarding potential revisions to programs, services, activities, policies and practices.**

**1.3.3 DAC will provide sample public notices, grievance policies, reasonable accommodations notices and other required documents.**

**1.3.4 DAC will work with the City to conduct the required public input process. DAC will meet and confirm the methodology to be used to solicit public input. For example, DAC will present a variety of surveys in addition to notices and postings and make a recommendation to the City. Other methods may include staff interviews.**

**1.3.5 Recommendations will be made, as appropriate, regarding programmatic alternatives to physical barrier removal.**

**1.3.6 DAC will prepare a draft Self-Evaluation summary document for the City to review.**

**1.3.7 Following comments by the City, DAC will prepare a final ADA Self-Evaluation and describe recommendations for implementation.**

**1.4 DAC will conduct an initial project kick-off meeting with selected City staff to establish roles and lines of communication, refine project goals, review the overall project schedule, schedule surveys of City facilities and identify key City personnel for follow-up interviews. Initial Self-Evaluation activities will be completed during this step. More specific activities will include:**

- a. Information that is needed will be clarified at the initial orientation meeting. The initial meeting will also clarify proposed activities and provide a collaborative framework to discuss project strategies. DAC has found that at least one orientation**

meeting is needed to prepare a strategic project work plan. The project methodology is generally designed to develop a comprehensive plan without placing additional activities and impact upon City of Palm Springs staff.

- b. Meet with the designated City officials to discuss the project scope, deliverables currently needed by the City, deliverables that may be needed by the City in the near future, discuss projected schedules and timelines, discuss cost saving methods and review alternatives for compliance by the City.**
- c. The methodology and approach to accomplish the proposed project activities will require ongoing communication with the City of Palm Springs staff person appointed to coordinate this project. DAC will establish and maintain clear communication with the City of Palm Springs contact person and designated individuals. DAC will communicate with key City personnel about known physical obstacles and potential alternatives through reporting methods and ongoing communication.**
- d. 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.**
- e. The initial orientation meeting should include an assessment of previous compliance activities and areas of potential litigation. The review of compliance activities and high priority areas will assist with the development of an overall project plan.**
- f. Project objectives will be clarified and elements that may be unique or of particular importance for the City of Palm Springs will be discussed. Items such as community input and staff needs will be confirmed.**
- g. Meet with designated City officials to identify and obtain information regarding City programs, services and activities and facilities to be utilized in the development of the Self-Evaluation.**
- h. Discuss proposed methods for public input as required by the ADA. Methods may include surveys, public notice and public outreach meetings.**
- i. Discuss hours of operation, schedules and City activities by location.**
- j. Establish procedures, contacts and methods of communication for completion of the project.**
- k. Establish project benchmarks and meet regularly with City officials or the designated contact.**

- l. Review the City's previous and current compliance efforts and document compliance activities.**

## **1.5 Additional Activities**

**1.5.1 In addition to items specified in 1.1.1 and 1.1.2, DAC will designate barriers identified as either "staff" or "public" areas and:**

**a. Designate the related access chapter and section if the element is accessible.**

**b. Designate the related access chapter and section for the noncompliant item and element.**

**c. DAC will propose a solution or recommended method for barrier removal for compliance.**

**d. DAC will provide a cost estimate for the noncompliant item or element in conjunction with a brief statement describing the work to be done to remove the barrier.**

**1.5.2 DAC will classify each non-compliant accessible element into one of the following types:**

**a. Type A – cost less than \$5,000**

**b. Type B – cost between \$5,001 to \$15,000**

**c. Type C – cost in excess of \$15,000 and may need different alternatives and/or a decision by the City Manager's Office.**

**d. Type D – Historical structure or may be technically infeasible to alter.**

**1.5.3 DAC will develop and consult with the City regarding prioritizing the noncompliant accessible item and elements based on the magnitude of impact with persons with disabilities. Other criteria that may be utilized include high use by individuals with disabilities and barriers that may present health and safety issues for all community members.**

**1.5.4 DAC will provide a phased, multi-year implementation plan which will include a long-term schedule with cost estimates for bringing each building and facility into compliance with the ADA and Title 24 of the California Building Code (CBC). The ADA states that if state standards provide a higher level of accessibility than the ADA, then the state standards will be applied. There are situations where the ADA standard provides a greater level of accessibility than the state standard.**

**1.5.5 DAC will present findings from the field evaluations to the City Council, City staff and others as agreed upon.**

**1.5.6 Assessments and reports will include a high degree of detail with photographs, code references, cost estimates. The DACTrak software will include additional detail, such as as-built dimensions, reference drawings, progress reports, additional prioritizations and other**

custom reports. Reports will be delivered in binder format, if requested. The DACTrak software provides an easy to use accessibility management platform that exceeds the ability to manage the plan by hard copies and binders. DACTrak also meets the “green” initiatives of the City of Palm Springs.

**1.5.7** Barriers are identified by building, floor or location and given a unique identifier record number (UIN) to assist with navigation in the accessibility software and location of the finding and recommendation by area and site. Estimated costs will be given by item and element in accordance with industry standards. Costs can easily be adjusted to adhere to any cost estimates the City may utilize.

**1.5.8** Physical access problems that require structural solutions will be documented in the Transition Plan. The proposed method for removal will be provided. The Transition Plan will identify physical barriers that may limit accessibility of the City of Palm Springs programs, services or activities for individuals with disabilities. The schedule of removal of barriers and appropriate timelines will be developed in consultation with the City of Palm Springs.

**1.5.9** Identified barriers and obstacles will be prioritized. 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.

**1.5.10** DAC will identify grants or other outside funding sources that the City may be eligible to obtain to correct noncompliant items.

**1.5.11** DAC is currently scoping existing federal and state standards, but also collects actual field measurements that may change the implementation of the City’s Transition Plan if new proposed ADA guidelines are approved by the Department of Justice. For example, areas within the City of Palm Springs that may currently not be in compliance upon the completion of the initial inspections may become compliant in selected areas after the approval of new ADA standards.

**EXHIBIT "B"**

**CITY'S REQUEST FOR PROPOSALS**

(On following page)



CITY OF PALM SPRINGS, CA

NOTICE INVITING STATEMENTS OF QUALIFICATIONS  
For

AMERICANS WITH DISABILITIES ACT (ADA) ACCESS CONSULTANT SERVICES  
(SOQ 08-12)

**NOTICE IS HEREBY GIVEN** that Statements of Qualifications (SOQ 08-12), for providing Americans with Disabilities Act (ADA) Access Consultant services for the full compliance evaluation survey of all City-owned facilities, parks and parking lots and the formulation of a Transition Plan for the City of Palm Springs, CA will be received at the Office of Procurement & Contracting, City Hall, 3200 East Tahquitz Canyon Way, Palm Springs, California, until **3:00 P.M. Local Time, TUESDAY, DECEMBER 13, 2011**. Proof of receipt before the deadline is a City of Palm Springs, Division of Procurement and Contracting time/date stamp. It is the responsibility of the Respondent to see that any submittal sent through the mail, or by any other delivery method, shall have sufficient time to be received by the Procurement Office prior to the proposal due date and time. Note that City Hall is open Monday thru Thursday and is closed every Friday and weekends. Late submittals will be returned unopened.

**DESCRIPTION OF WORK:** The work is comprised of providing professional consulting services for the survey and evaluation of City-owned facilities to determine Americans with Disabilities Act (ADA) compliance and formulate a Transition Plan for achieving compliance in those facilities.

**OBTAINING SOQ DOCUMENTS AND REGISTRATION:**

The SOQ document may be downloaded via the internet at the following direct page link <http://www.palmsprings-ca.gov/index.aspx?page=85> (or by visiting [www.palmspringsca.gov](http://www.palmspringsca.gov) and clicking on Government, then Departments, then Procurement and then open Bids and Proposals). Upon downloading the document it is **IMPERATIVE** that you contact Cheryl Martin, Procurement Specialist I, via email at [Cheryl.Martin@palmspringsca.gov](mailto:Cheryl.Martin@palmspringsca.gov) or by phone at (760) 322-8373 to **officially register for this specific project** with your company name, address, phone, fax, contact person and email address. Failure to officially register may result in not receiving addenda to the SOQ. Failure to acknowledge addenda to the SOQ may render your submittal as non-responsive.

**SELECTION PROCESS AND AWARD OF CONTRACT:** The City of Palm Springs is utilizing a qualifications based selection process to select a firm to provide the services described in this solicitation. A firm may be selected from the qualification statements based upon the criteria defined in the SOQ document, and if deemed necessary, a limited number of firms may be invited to attend an on-site interview and make a formal presentation. If undertaken, the format and date of the presentation will be established at the time of short listing. Multiple factors will be considered in the selection of the most qualified firm.

The successful respondent will enter into negotiations with the City for a professional services agreement for the scope of work.

All expenses associated with the preparation and submission of an SOQ submittal to the City shall be the sole financial responsibility of the Respondent.

Craig L. Gladders, C.P.M.  
Procurement and Contracting Manager

November 22, 2011



**CITY OF PALM SPRINGS, CA**

**STATEMENT OF QUALIFICATIONS # 08-12**

**AMERICANS WITH DISABILITIES ACT (ADA) ACCESS  
CONSULTANT SERVICES**

**I. BACKGROUND INFORMATION AND GENERAL DESCRIPTION**

Title II of the Federal Americans with Disabilities Act of 1990 (ADA) requires State and local governments to make their programs and services accessible to persons with disabilities. This requirement extends not only to physical access at government facilities, programs, and events—but also to policy changes that governmental entities must make to ensure that all people with disabilities can take part in, and benefit from, the programs and services of State and local governments.

Public entities that employ 50 or more persons are required to have developed a Transition Plan setting forth the steps necessary to complete structural changes to achieve program accessibility. The City of Palm Springs developed a Transition Plan in 1992; however, this plan is not contemporary and the City desires to adopt a new plan. A full compliance evaluation survey of all City-owned facilities, parks and parking lots that will result in formulation of a Transition Plan is needed to identify barriers to program and facility access and the steps necessary to remove those barriers.

**II. PROJECT OBJECTIVE, SCOPE OF SERVICES TO BE PROVIDED, AND SCHEDULE**

The objective of this solicitation is to select a firm to provide professional ADA access consultant services for the preparation of a Transition Plan to include:

- A list of physical barriers, if any, in each City-owned facility that limit the accessibility to programs and facilities, activities or services to individuals with disabilities;
- A detailed outline of the methods to be used to remove those identified barriers as defined and make the programs and facilities accessible;
- A schedule of actions to be taken to achieve compliance with Title II ADA requirements.

The scope of services and principal responsibilities shall include, but are not limited to:

- assist the City in conducting a Self-Evaluation of all City programs, activities, and services as well as the policies and practices that the City utilizes to implement its various programs and services in compliance with Title II ADA;
- provide recommendations for remedial measures, such as relocation of programs to accessible facilities, offering programs in an alternative accessible manner, making structural changes to provide program access and other strategies necessary to bring the programs, policies and services into compliance with Title II ADA;
- conduct a full compliance evaluation survey of all City-owned facilities, parks, and parking lots on approximately 45 City-owned sites (see Attachment B) to identify those facilities that are not in compliance with Title II ADA and recommend measures to achieve compliance;
- prepare a Transition Plan that documents the results of the survey and provides prioritization and cost estimates to achieve compliance for each City facility.

### III. SOQ SCHEDULE

Notice for Statements of Qualifications posted and issued .....	Tuesday, November 22, 2011
Deadline for receipt of Questions .....	3:00 P.M., Tuesday, December 6, 2011
Deadline for receipt of Submittals .....	3:00 P.M., Tuesday, December 13, 2011
Short List / Interviews (*if desired by City).....	TBD
Contract awarded .....	TBD

### IV. SUBMITTAL REQUIREMENTS

This solicitation has been developed in the request for "Statement of Qualifications" format. Accordingly, firms should take note that the City will consider multiple factors in the selection process. **Financial terms are NOT sought at this time nor will they be accepted or evaluated as part of the ranking criteria, as they will be negotiated with the highest ranked firm.** The highest ranked firm will be asked to submit a cost/terms proposal at a later date which the City may use as a basis for negotiating a final contract with the firm.

Americans with Disabilities Act (ADA) Access Consultants responding to this SOQ shall have at minimum the following qualifications:

- A minimum of five (5) consecutive years of ADA Access Consulting experience in the California market.
- Must possess all applicable business and professional licenses.
- Have a clear understanding of the Americans with Disabilities Act Accessibility Guidelines, the federal Public Rights of Way Access Advisory Committee Guidelines from the Federal Access Board, the California Manual on Uniform Traffic Control Devices and California Code of Regulations/Title 24.
- Firm must have completed a minimum of five (5) Transition Plans for California cities in the last five (5) years.
- Firm must have completed a minimum of five (5) Self Evaluations for California cities in the last five (5) years.

The following criteria shall be observed:

- The submittal shall not exceed 20 pages (*sheets of paper, double sided is OK*), 8½" by 11", with margins no smaller than 1", font no less than 10 point, and spacing no less than single spaced. Dividers, Attachment "A", and Addenda acknowledgments do NOT count toward the 20 page limit.
- One (1) unbound original plus Five (5) bound copies for a total of Six (6) submittals are required.** Facsimile (fax), email or other electronically transmitted submittals will not be accepted.
- Responses to this request for Statements of Qualifications shall be organized into five (5) categories as follows:
  - 1. Information on the Firm.** In this section the respondent shall provide a cover letter of introduction, addressing the size and history of the firm, date the company was founded, composition of the company, and the availability of the firm to perform the tasks and services requested. Please include full contact information (title, address, phone, fax, and email) for both the principal officer with authority to bind your company in a contractual agreement, as well as the **Project Manager** that will be assigned this project. Include a copy of all your firm's current, valid, State of California licenses, as applicable.

**2. Key Personnel.** Provide an organizational structure and brief resume for each of the key persons, including the assigned Project Manager, proposed to work on this project (including any individual licenses, as applicable). Highlight specific qualifications of key personnel that would be of importance and relevant to this specific project.

**3. Past Experience/References.** The selected firm must have the requisite training and experience to provide the services as defined herein. In this section, the respondent should demonstrate a minimum of five (5) consecutive years of ADA Access Consulting experience in the Southern California market. Also, provide a client list; a summary of recent key projects; the number of Transition Plans completed in the last five years for California cities of 45,000 population or larger; the number of Self Evaluations completed in the last five years for California cities of 45,000 or larger; contact information for ADA Coordinators in at least five (5) of the cities where you have completed Transition Plans or Self-Evaluations to be used as references; two (2) samples of Transition Plans that your firm completed in the last five years; and two (2) samples of Self Evaluations that your firm completed for a California City in the last five (5) years. The projects listed should be of similar size and scope and demonstrate specific experience with the proposed scope of services contained in this SOQ. Please highlight areas of special expertise and any unique qualifications. A contact name, title, organization, current phone number and email address shall be provided for each reference.

**4. Understanding of Scope of Services/Approach.** In this section, respondents are requested to demonstrate your understanding of and approach to the project. Respondents should demonstrate their ability to accomplish the following:

- assist the City in conducting a Self-Evaluation of all City programs, activities, and services as well as the policies and practices that the City utilizes to implement its various programs and services in compliance with Title II ADA;
- provide recommendations for remedial measures, such as relocation of programs to accessible facilities, offering programs in an alternative accessible manner, making structural changes to provide program access and other strategies necessary to bring the programs, policies and services into compliance with Title II ADA;
- conduct a full compliance evaluation survey of all City-owned facilities, parks, and parking lots on approximately 45 City-owned sites (see Attachment B) to identify those facilities that are not in compliance with Title II ADA and recommend measures to achieve compliance;
- prepare a Transition Plan that documents the results of the survey and provides prioritization and cost estimates to achieve compliance for each City facility.

**5. Local Preference.** Pursuant to the City of Palm Springs Local Preference Ordinance 1756, in awarding contracts for services, including consultant services, preference to a Local Business shall be given whenever practicable and to the extent consistent with the law and interests of the public. The term "Local Business" is defined as a vendor, contractor, or consultant who has a valid physical business address located within the Coachella Valley, at least six months prior to bid or proposal opening date, from which the vendor, contractor, or consultant operates or performs business on a day-to-day basis, and holds a valid business license by a jurisdiction located in the Coachella Valley. "Coachella Valley" is defined as the area between the Salton Sea on the south, the San Jacinto and Santa Rosa Mountains on the west, and the Little San Bernardino Mountains on the east and north. For the purposes of this definition, "Coachella Valley" includes the cities of Beaumont and Banning and the unincorporated areas between Banning and the City of Palm Springs. Post office boxes are not verifiable and shall not be used for the purpose of establishing such physical address.

The contractor or consultant will also, to the extent legally possible, solicit applications for employment and proposals for subcontractors and sub-consultants for work associated with the proposed contract from local residents and firms as opportunities occur and hire qualified local residents and firms whenever feasible.

The full local preference (5 points) will be awarded to a Local Business. Up to 2 points may be awarded to a non-local business that employs or retains local residents and firms for this project.

In order for a business to be eligible to claim the preference, the business **MUST request the preference in the solicitation response and provide a copy of its current business license (or of those it employs for this project) from a jurisdiction in the Coachella Valley. (see Attachment "A")**

- ❑ The prospective consultant shall designate, by name, the Project Manager to be assigned to this project. Substitution of the Project Manager will not be allowed without prior approval by the City of Palm Springs.
  
- ❑ All submittals must be received in the City of Palm Springs, Division of Procurement and Contracting office by **3:00 P.M., LOCAL TIME, TUESDAY, DECEMBER 13, 2011**. Proof of receipt before the deadline is a City of Palm Springs, Division of Procurement and Contracting time/date stamp. It is the responsibility of the Proposer to see that any submittal sent through the mail, or by any other method, shall have sufficient time to be received by the Procurement Office prior to the submittal due date and time. Late submittals will be returned to the Respondent unopened. Submittals shall be clearly marked and identified and must be submitted to:

City of Palm Springs  
Division of Procurement and Contracting  
3200 E. Tahquitz Canyon Way  
Palm Springs, CA 92262  
Attn: Craig L. Gladders, C.P.M., Procurement & Contracting Manager

**QUESTIONS:** Respondents, their representatives, agents or anyone else acting on their behalf are specifically directed **NOT** to contact any city employee, commission member, committee member, council member, or other agency employee or associate for any purpose related to this SOQ other than as directed below. **Contact with anyone other than as directed below WILL be cause for rejection of a submittal.**

**ANY** questions, technical or otherwise, pertaining to this request for Statements of Qualifications **must be submitted IN WRITING and directed ONLY to:**

Craig L. Gladders, C.P.M.  
Procurement & Contracting Manager  
3200 East Tahquitz Canyon Way  
Palm Springs, CA 92262  
via FAX (760) 323-8238  
or via EMAIL: [Craig.Gladders@palmsspringsca.gov](mailto:Craig.Gladders@palmsspringsca.gov)

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the SOQ. **The deadline for all questions is 3:00 P.M., Local Time, TUESDAY, DECEMBER 6, 2011.** Questions received after this date and time may not be answered. Only questions that have been

resolved by formal written Addenda via the Division of Procurement and Contracting will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

Each submittal must include the correct number of copies defined above in a **SEALED** envelope, clearly marked and identified and include the following items (as described more fully in "Section VI. Submittal Requirements, items 1 through 5":

- Information on the Firm
- Key Personnel
- Past Experience and References
- Understanding of Scope of Services/Approach
- Local Preference
- **Complete the "Signature Authorization and Addenda Acknowledgment" form attached hereto as Attachment "A". Attachment "A" must be included.** If applicable, your specific request for Local Preference and a copy of a valid business license from a jurisdiction in the Coachella Valley must also be included with Attachment "A".

**Important Note:** The selected firm will be required to enter into a contractual agreement, inclusive of insurance requirements, with the City of Palm Springs in accordance with the standard Contract Services Agreement – Attachment "C" hereto. Please note that the Exhibits in the sample contract are intentionally not complete and will be negotiated with the selected firm and will appear in the final Contract Services Agreement executed between the parties. Any exceptions to the language contained in the SOQ document, sample agreement, including the Insurance Requirements, **MUST** be included in the submittal and clearly defined. Exceptions to the City's standard boilerplate professional services agreement, including the insurance requirements, may be considered in the evaluation process.

Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award. If the highest ranked firm refuses or fails to execute the Agreement, or negotiations are not successful, the City may, at its sole discretion, enter negotiations with and award the Contract to the second highest ranked firm, and so on.

## V. RESPONSIBILITY OF RESPONDENT

All respondents to this SOQ shall be responsible. If it is found that a respondent is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted a response without an authorized signature, falsified any information in the submittal package, etc.), the submittal shall be rejected.

## VI. CONSULTANT SELECTION

Each submittal will be reviewed by an evaluation committee to determine if it meets the requirements. Failure to meet the requirements for the SOQ may be cause for rejection of the submittal.

The evaluation committee may, at its sole option, ask for interviews or oral presentations by any respondent(s) participating in this process. Attendance at any such interview will be at the respondent's expense.

A final selection of the consultant will be determined following review of all submittals and/or formal oral presentations. The evaluation committee will make a recommendation of the selected consultant for contract negotiations and upon successful negotiations, recommend the contract to be awarded by the City Council.

The selected consultant will work closely with City staff throughout the duration of the project. A firm will be selected for final negotiation of a contract based upon the following factors, as more fully described in "Section VI. Submittal Requirements, items 1 through 5" (Total possible 100 points):

- **Information on the Firm: (10 points)**
- **Key Personnel: (20 points)**
- **Past Experience/References: (30 points)**
- **Understanding of Scope of Services/Approach: (35 points)**
- **Local Preference: (5 points)**

**Award of Contract:** It is the City's intent to award a single contract to the firm that is most qualified to meet the requirements of the SOQ document. The City reserves the right to award a contract to multiple firms or a single firm or to make no award, whichever is in the best interest of the City. It is anticipated that award of the contract will occur at the next regularly scheduled City Council meeting after the evaluation committee has made its final selection of the consultant to be recommended for award and a contract has been satisfactorily negotiated for consideration. The decision of the City Council will be final.

**Public Record:** Proposer's attention is drawn to the fact that all submittal documents are subject to the California Code Section 6250 et seq., commonly known as the Public Records Act. Information contained in the proposals may be made public after the review process has been completed, negotiations have concluded and a recommendation for award has been officially agendized for City Council consideration, and/or following award of contract, if any, by the City Council.

**Cost related to submittal preparation:** The City will NOT be responsible for any costs incurred by any respondent in the preparation of their respective submittal.

**Business License:** The successful proposer will be required to be licensed in accordance with the City of Palm Springs Business License Ordinance, Municipal Code Chapter 3.40 through 3.96, entitled "Business Tax".

**Submittal informalities or defects:** The City of Palm Springs reserves the right to waive any informality or technical defect in a submittal and to accept or reject, in whole or in part, any or all submittals and to advertise for new submittals, as best serves the interests of the City.

**Investigations:** The City reserves the right to make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work and the Respondent shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any submittal if the evidence provided by or investigation of such Respondent fails to satisfy the City that such Respondent is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

**Prior City Work:** If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, and presentations if requested. All proposals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects.

**Signed Submittal and Exceptions:** A signed submittal will be interpreted to mean that Respondent has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this request for Statements of Qualifications, and any attached sample agreement. Exceptions to any of the language in either the SOQ documents or attached sample agreement must be included with the submittal and clearly defined. Exceptions to the City's SOQ document or standard boilerplate language, terms or conditions may be considered in the evaluation process.



ATTACHMENT "A"

SOQ 08-12

AMERICANS WITH DISABILITIES ACT (ADA) ACCESS CONSULTANT SERVICES

\*NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH YOUR SUBMITTAL\*

SIGNATURE AUTHORIZATION

NAME OF PROPOSER/FIRM:

\_\_\_\_\_

- A. I hereby certify that I have the authority to offer this proposal to the City of Palm Springs for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

- B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

- 1. If successful, the contract language should refer to me/my company as:

An individual;  
 A partnership, Partners' names: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

A company;  
 A corporation  
 A Local Business (Licensed within the jurisdiction of the Coachella Valley).  
 Copy of current business license is required to be attached to this document.

- 2. My tax identification number is: \_\_\_\_\_

**ADDENDA ACKNOWLEDGMENT:**

Acknowledgment of Receipt of any Addenda issued by the City for this SOQ is required by including the acknowledgment with your submittal. Failure to acknowledge the Addenda issued may result in your submittal being deemed non-responsive.

In the space provided below, please acknowledge receipt of each Addenda:

Addendum(s) # \_\_\_\_\_ is/are hereby acknowledged.

## ATTACHMENT "B"

### List of City-owned facilities to be inspected surveyed and evaluated for ADA compliance and the formulation of a Transition Plan:

1. Police Station complex 53,680 square feet
2. Wastewater treatment plant, only the administration building 2,412 square feet and the portable office 1,440 square feet
3. Palm Springs International Airport, 250,833 square feet
4. Plaza Theater, 15,100 square feet
5. Palm Springs Convention Center, 264,479 square feet
6. Regional Business Center/Economic Partnership, 15,457 square feet
7. Fire Station #2, 19,309 square feet
8. Fire Station #1, 5,364 square feet
9. Fire Station #3, 5,807
10. Fire Station #4, 4,608 square feet
11. City Yard facility, 44,630 square feet
12. Taxi Holding Building, 1,990 square feet and CNG Fueling Station
13. Tahquitz Creek Golf Course, 18,457 square feet
14. Palm Springs Stadium, 16,506 square feet
15. Stadium Practice Field, 480 square feet
16. Skate Park, 30,000 square feet
17. Swim Center, 8,048 square feet
18. Leisure Center, 15,155 square feet
19. Palm Springs Pavilion, 20,200 square feet
20. Plaza Racquet Club, 1,384 square feet
21. James O. Jessie Desert Highland Unity Center, 13,373 square feet
22. McManus Village/Village Green – 7,851 total square feet for the following:
  - a. Cornelia House – Historical, 940 square feet
  - b. Museum/Gallery – Historical, 3,310 square feet
  - c. Museum/Candy Shop – Historical, 2,685 square feet
  - d. Ruddy's General Store, 916 square feet
23. Palm Canyon Theatre, 13, 199 square feet
24. Desert Art Center, 5,073 square feet
25. Jaycee Frey Building, 3,617 square feet
26. Palm Springs Youth Boxing Club, 2,095 square feet
27. Downtown Parking Structure, 124,251 square feet
28. Visitors Center/entry sign, 2,761 square feet
29. Train Station, 1,483 square feet
30. Demuth Community Center, 21,000 square feet,

#### Parks and Plaza

31. Desert Highland Park
32. Demuth Park
33. Ruth Hardy Park
34. Frances Stevens Park
35. Sunrise Park

- 36. Dog Park
- 37. Gateway Park
- 38. Jackie Lee Houston Plaza

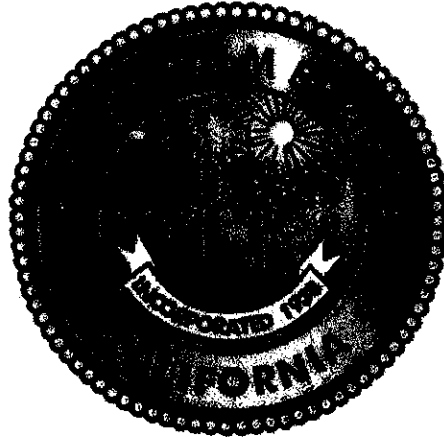
Parking lots by address

- 39. 261 N. Indian Canyon Drive
- 40. 236 S. Belardo Road
- 41. 155 S. Belardo Road
- 42. 222 S. Palm Canyon Drive
- 43. 435 N. Palm Canyon Drive
- 44. 151 W. Alejo Road
- 45. 395 N. Palm Canyon Drive
- 46. 400 S. Sunrise Way (parking lot by Mizell Senior Center)

**EXHIBIT "C"**

**CONSULTANT'S PROPOSAL**

(On following page)



Statement of Qualifications  
for  
**Americans with Disabilities Act (ADA)  
Access Consultant Services**

Submitted  
December 12, 2011

By

**Disability Access Consultants, Inc.**



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## 1. Information about Disability Access Consultants, Inc. (DAC) and Cover Letter

December 12, 2011

To: Craig L. Gladders, CPM, Procurement & Contracting Manager  
City of Palm Springs  
3200 East Tahquitz Canyon Way  
Palm Springs, CA 92262

Re: Americans with Disabilities Act (ADA) Access Consultant Services (SOQ 08-12)

Firm Information & Contact: Disability Access Consultants, Inc.  
Project Manager: Barbara Thorpe, President  
[bthorpe@dac-corp.com](mailto:bthorpe@dac-corp.com), Phone: 1-800-743-7067

Office Locations: 6151 W. Century Blvd, # 502, Los Angeles, CA 90045  
2243 Feather River Blvd, Oroville, California 95965  
720 W. Cheyenne Avenue, Suite 220, North Las Vegas, Nevada 89030

We appreciate the opportunity to submit our Statement of Qualifications for the City of Palm Springs for providing Americans with Disabilities Act (ADA) Access Consultant Services for a full compliance evaluation survey of all City-owned facilities, parks and parking lots and the formulation of a Transition Plan for the City of Palm Springs, CA.

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 Palm Springs. Founded as a California corporation in 1998, DAC has provided services for the past 13 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 regulation. DAC has conducted over 10,000 building inspections, surveyed thousands of parks and playgrounds 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 16 staff, including CASp certified inspectors, dedicated to assisting public entities, such as the City of Palm Springs 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 completing a similar project with the City of La Quinta, Desert Recreation District and the City of Fountain Valley. The City of Cypress recently selected DAC to assist with a similar ADA project. Due to our current staffing patterns, DAC has the availability of staff and resources to perform the tasks and services requested.

DAC understands that the City of Palm Springs wants professional services to prepare an ADA Transition Plan and other related ADA and California Building Code Title 24 services. It is understood that the Transition Plan will include:

- A list of physical barriers, if any, in each City-owned facility that may limit the accessibility to programs and facilities, activities or services to individual with disabilities;



- A detailed outline of the methods to be used to remove those identified barriers as defined and make the programs and facilities accessible;
- A schedule of actions to be taken to achieve compliance with Title II ADA requirements.

As an additional value at no cost, DAC provides at least one photograph of each noncompliant accessible item or element, a record number for reference, estimated costs and other features to assist with the implementation of the Transition Plan. To provide for easy management of the transition plan and documentation of compliance efforts, DAC has developed web-based software called DACTrak. DACTrak is a powerful tool to manage and update the accessibility plan, project costs and document progress. Custom reports can be easily prepared and printed in a variety of formats.

After a review of the SOQ, it was noted that a request to review City sidewalks and intersections were not included in the scope of work for the development of the Transition Plan. If this service is needed and has not already been completed, DAC can survey City sidewalks and intersections and include them in the Transition Plan (as DAC completed for the City of La Quinta) and the DACTrak software. If this has not been completed, an additional cost saving option is for DAC to train City staff to use the DACTrak tablet to complete the survey of intersections and sidewalks.

Another value added item that DAC has found to be beneficial is the completion of the playground safety inspections at the same time the playgrounds are inspected for ADA requirements. This service can be added at minimal cost.

It is also understood that the scope of services and principal responsibilities shall include, but are not limited to:

- Assist the City in conducting a Self-Evaluation of all City programs, activities, and services as well as the policies and practices that the City utilizes to implement its various programs and services in compliance with the ADA;
- Provide recommendations for remedial measures, such as relocation of programs to accessible facilities, offering programs in an alternative accessible manner, making structural changes to provide program access and other strategies necessary to bring the programs, policies and services into compliance with Title II of the ADA;
- Conduct a full compliance evaluation summary of all City-owned facilities, parks, and parking lots on as listed in Attachment B to identify those facilities that are not in compliance with Title II of the ADA and recommend measures to achieve compliance;
- Prepare a Transition Plan that documents the results of the survey and provides prioritization and cost estimates to achieve compliance for each City facility.

DAC was not notified of a released addendum and was not able to find a published addendum in the Bid Document Downloads section of the City of Palm Springs website. DAC is interested in submitting a proposal in response to the City of Palm Springs SOQ and is willing to sign the standard agreement. No concerns were noted during the review of the standard agreement. The proposal is authorized by Barbara Thorpe, who is empowered and authorized to bind the company into contractual agreements. There are no conflicts of interest. This proposal is a firm offer for 120 days.

A handwritten signature in cursive script that reads 'Barbara Thorpe'.

Barbara Thorpe, President





### **Conflict of Interest Statement**

DAC does not have any financial, business or other relationship with the City that may have an impact upon the outcome of this contract and does not have any current clients that may have a financial interest in the outcome of this contract. Disability Access Consultants, Inc. has no conflict of interest with the City of Palm Springs, any associates, representative, consultants, sub consultants, or others.

DAC does not have any conditions that would affect our ability to perform the services described in the RFP. DAC does not have any previous, pending or current litigation. Our firm has not been debarred, suspended or declared ineligible to contract with any federal state or local public agency. The firm, owners or president is not in the Federal Excluded parties List System (EPLS) for Ineligible Professionals and Debarred Contractors.

### **Insurance Coverage and Stability**

Disability Access Consultants, Inc. carries all the necessary insurance coverage, such as general liability, automobile liability, worker's compensation and employer's liability, and professional errors and omissions malpractice liability insurance. DAC has a no claims record on all policies for our entire 13 years in business and does not have any pending, previous or current litigation.

DAC has the financial, operational and staff stability to complete a quality and comprehensive project on time. DAC has no adverse conditions.

### **Minority Utilization and Affirmative Action**

DAC is an equal opportunity employer. In addition to employing minorities, DAC was fortunate to recently recruit two returning veterans from Iraq and Afghanistan and provided them with DAC training and employment. In addition, DAC's quality control team leader is a Vietnam veteran with a disability.

### **Sample ADA Transition Plans and Self-Evaluation**

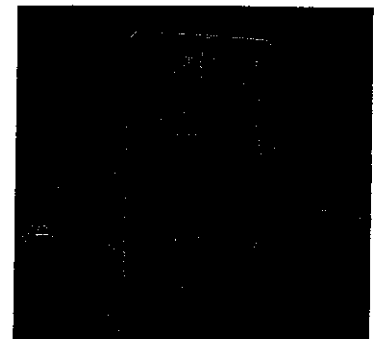
A comprehensive Transition Plan for most City and County governments is generally large in size. Therefore, the two samples (six copies) requested are bound and included with the SOQ submittal but are not attached with the SOQ. Two ADA Self-Evaluations (six copies) are enclosed in their entirety, as the summary document is smaller than a transition plan.

### **Proposed Additions at No Cost**

Disability Access Consultants, Inc. (DAC) would like to propose the following additions at no additional cost:

- Noncompliant findings and recommendations are included in the DACTrak software
- One or more photographs of each noncompliant finding are included
- Additional photographs can be viewed of the noncompliant item
- DACTrak provides a method to schedule and track the barrier removal
- Documentation of progress and compliance using the progress reporting feature of DACTrak
- Priorities can be established and further refined using DACTrak

DACTrak provides for an organized input method that captures all of the information gathered from the site inspections with photographs for each noncompliant finding. In essence, all of the field information is captured in a web-based software package and provides for "green" data collection and avoids paper and pencil checklists and unorganized photographs. DACTrak can





also be used on a tablet pc to add new facilities and update compliance assessments and transition plans.

#### **Additional Recommendations**

DAC has also found that having usable “software” and not just a database is very important to be able to easily manage and update the transition plan. Our extensive experience with clients needing to have an easy to manage and update plan was the catalyst for DAC to develop our DACTrak software for use by our clients. Thus, other critical issues include:

- Software to update and manage your Transition Plan
- The ability to document progress and barrier removal
- The ability to print custom reports
- The ability to update the plan “automatically” when codes change without re-inspecting sites
- The ability to project costs
- The ability to add or delete facilities

#### **Alternate and Cost Saving Methods for Consideration**

Reports are generated after completion of the field intake, offering a quick turnaround and report generation. The quick turnaround time and easy access of password protected data is valuable for public entities that need to fast track information and reports. DACTrak also provides the opportunity for City of Palm Springs staff to be trained to use the DACTrak intake tablet to capture field data, which can then be viewed by an off-site City of Palm Springs staff member accessing DACTrak.com. Photographs are automatically captured using the intake software and are easily viewed online. Several photos may be added for supporting documentation of each noncompliant finding. Additional photographs can be added for other areas that may or may not be related to accessibility. Reports can be accessed in multiple formats, depending upon the needs of the City of Palm Springs. Costs can easily be adjusted and maintained. DACTrak has seven preset priority findings. DAC will apply the state and federal recommended priority levels, but will also further customize the priority levels based upon the magnitude of impact and use by individuals with disabilities in public areas.

#### **Cost Saving Alternatives**

Due to the severe shortfall of funding for City of Palm Springs and county governments, DAC proposes alternatives to DAC completing the entire ADA transition plan. DAC has worked with numerous City of Palm Springs and county governments and has provided individualized programs to meet their needs, sometimes in phases, to enhance compliance with the ADA within the constraints of their budgets. Several strategies that the City of Palm Springs might utilize include, but are not limited to:

- DAC conducting accessibility surveys in phases, prioritizing the facility inspections for sites that have high public use or high use by individuals with disabilities
- Using our DAC pc tablet, City of Palm Springs employees can conduct their own inspections
- DAC conducts some of the inspections while City of Palm Springs employees follow and receive in field training
- DAC completes all project components in additional phases over multiple budget years
- Or a combination of the above alternatives

ATTACHMENT "A"

SOQ 08-12

AMERICANS WITH DISABILITIES ACT (ADA) ACCESS CONSULTANT SERVICES

**\*NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH YOUR SUBMITTAL\***

SIGNATURE AUTHORIZATION

NAME OF PROPOSER/FIRM:

Disability Access Consultants, Inc.

- A. I hereby certify that I have the authority to offer this proposal to the City of Palm Springs for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal.



SIGNATURE

Barbara Thorpe

PRINT NAME

- B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

- 1. If successful, the contract language should refer to me/my company as:

An individual;  
 A partnership, Partners' names: \_\_\_\_\_  
 \_\_\_\_\_

A company;  
 A corporation  
 A Local Business (Licensed within the jurisdiction of the Coachella Valley).  
 Copy of current business license is required to be attached to this document.

- 2. My tax identification number is: 93-1243099

**ADDENDA ACKNOWLEDGMENT:**

Acknowledgment of Receipt of any Addenda issued by the City for this SOQ is required by including the acknowledgment with your submittal. Failure to acknowledge the Addenda issued may result in your submittal being deemed non-responsive.

**In the space provided below, please acknowledge receipt of each Addenda:**

**Addendum(s) # (no addendum released) is/are hereby acknowledged.**



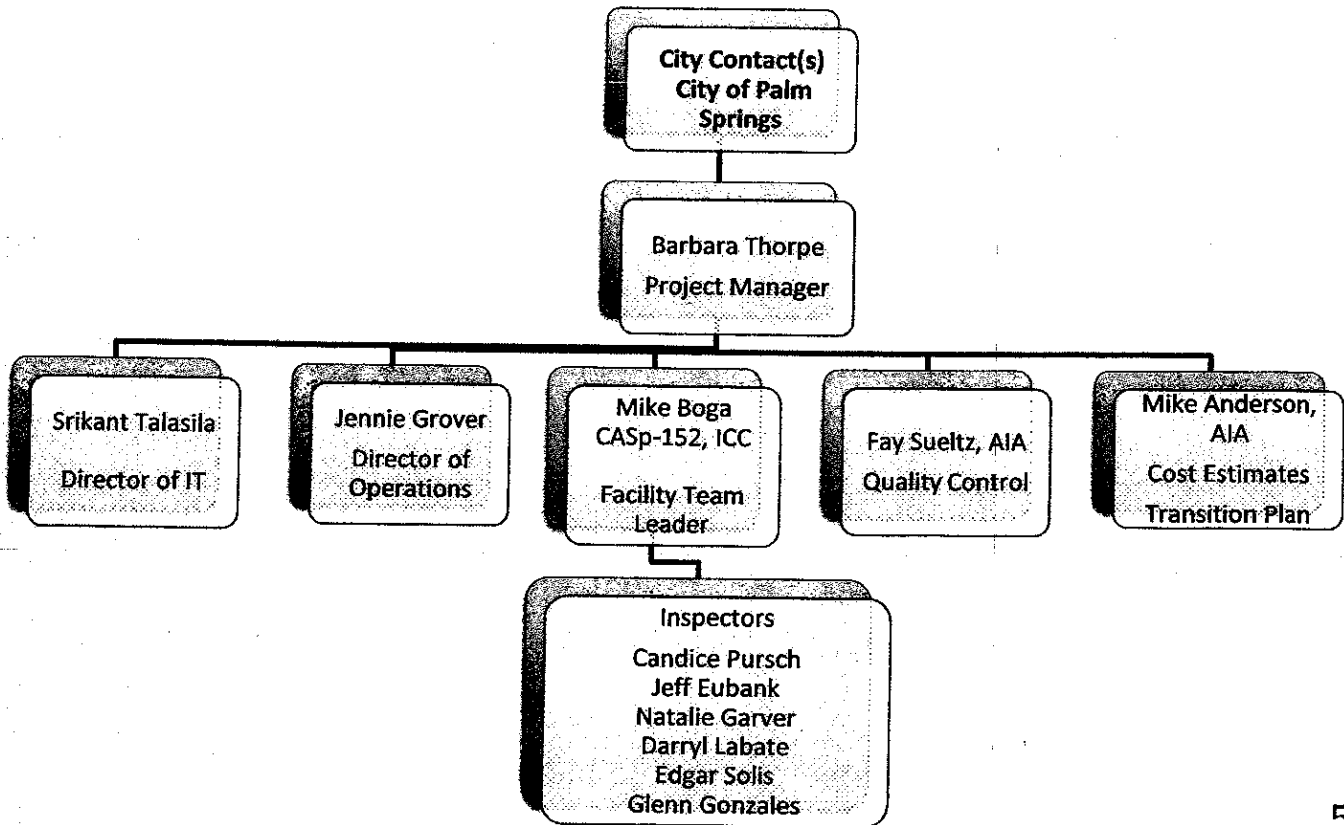
## 2. Key Personnel

Barbara Thorpe, President, formed Disability Access Consultants, Inc. as a California Corporation in 1998 after working for a public agency for eighteen years to develop accessibility programs and assist with compliance of the ADA and other accessibility standards. She has served as an ADA Coordinator and was responsible for the development and implementation of the ADA plan for the public entity with which she worked. Barbara Thorpe, our President and CEO, serves as vice chair for the Division of State Architect (DSA) Access Compliance Committee and serves on the DSA State Advisory Board.

Disability Access Consultants, Inc. (DAC) has a dedicated team of sixteen professionals with backgrounds in administrative leadership roles with public entities, construction and code enforcement. DAC is an equal opportunity employer and our team composition includes minority and veteran representation. The team has worked together on numerous ADA compliance projects with City governments and public entities. The most recent projects the team has worked on include the City of San Clemente, City of La Quinta, City of Fountain Valley, County of Calaveras, the Desert Recreation District and the Fair Oaks Park and Recreation District. DAC works with several large JPA's and insurance pools to assist public entities with ADA compliance. The DAC team has a proven record to provide on-site services in a collaborative and efficient manner.

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.

### Team Interaction and Roles





All employees of Disability Access Consultants, Inc. have been fingerprinted and have background checks. DAC has FBI and DOJ fingerprint clearances on file for DAC staff. We have conducted studies for school districts, state and local governments, the Federal Government, Judicial Chambers and Correctional Institutions that require background checks. DAC has found that background checks are important especially in situations where inspection staff may be working near children, and are required in certain situations.

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 Palm Springs project. Following are descriptions of key team members' qualifications and their assigned roles.

**Barbara Thorpe, M.Ed., LOT**

***DAC Project Manager***

As DAC Project Manager, Barbara will coordinate activities and schedules through and report to the Development Services Director 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. Barbara brings twenty years experience in public administration and providing services to individuals with disabilities to Disability Access Consultants, Inc. As an administrator in a public entity, Barbara provides unparalleled understanding of the application of the Americans with Disabilities Act and related legislation. In addition to assisting public entities with compliance with the ADA, Barbara has conducted compliance reviews for 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 serves on the Division of State Architect Advisory Board and serves as the vice-chair for the DSA Access Compliance Committee. Barbara has worked on over 200 public entity projects that are similar to the City of Palm Springs

**Michael Boga, B.A. Education, California Certified Access Specialist, ICC, Accessibility, Usability and Plans Examiner**

***Inspection Team Leader***

As manager of the production and the inspection team, Michael brings a unique blend of experience in the building industry and 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 2010 California Building Code. Michael has provided numerous staff development sessions to public entities regarding accessibility requirements. If requested, Michael would provide training, assist with plan reviews and review new work completed for compliance, as requested. Mike has worked on over 260 projects that are similar to the City of Palm Springs.

**Michael Anderson, AIA**

***Transition Plan and Cost Estimating***

As a licensed architect with over 30 years of experience, Michael will coordinate the Transition Plan findings and recommendations, provide a review and application of cost estimates, and provide consultation regarding remediation of barriers.



**Fay Sueltz, AIA, Certified California Access Specialist # 141, ICC Plans Examiner  
*Quality Control***

Fay brings over 30 years of experience in architectural projects including programming, design, consultant coordination, contract documents and constructability reviews. Using her comprehensive and extensive skills, Fay will provide the quality control review of the field inspection findings and consultation regarding the remediation for compliance.

**Srikant Talasila**

***Director, Information Technology***

Srikant brings many years of experience with information technology and management information services from a large corporation. He has the ability to categorize and organize large volumes of information regarding public and school facilities into a manageable database. He provides training and consultation to our clients in the use of DACTrak. Srikant would work directly with City of Palm Springs staff to train and assist with the data entry and management of data.

**Jennie Grover**

***Director of Operations***

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.

**Other Qualifications and Staff Certifications**

A qualification that makes DAC unique is the inclusion of Certified Playground Safety Inspectors on staff.

**Optional Activity/Optional Staff – Playground “Safety” Inspections**

(Available if the City wants to have Playground Safety Inspections at an additional minimal charge; conducted at the same time as the ADA Playground Inspections).

***Certified Playground Inspectors***

Ernest Knight and Pat McLaughlin are CPSI’s with more than 30 years of combined experience in playground layout, design, accessibility and inspection. Having completed more than 1000 playground inspections, their in-depth knowledge and experience as it relates to playground equipment and playground design will insure thorough and comprehensive reports on the current condition of the City play areas.

Pat McLaughlin would be our project leader for the playground inspections and would be assisted by Ernest Knight or one of our other staff DACTrak Certified, CPSI’s. Pat holds a current CPSI certificate and a California Contractors license.

Mike Boga, Team Leader (CAsp 152) is also a certified playground inspector for playground safety. Some Park Districts, such as the Desert Recreation District and the Fair Oaks Recreation and Park District have added playground safety inspections (in addition to ADA playground inspections) to their projects.



### **3. Past Experience and References**

DAC incorporated in California in 1998 with the exclusive purpose of assisting public entities to comply with federal and state accessibility codes. During the past 13 years, DAC has demonstrated not only a long and successful background in ADA Transition Planning, but has provided quality services within timelines and budgets. DAC has completed many projects of a similar nature in the Southern California market and has completed ten transition plans and ten self evaluations in the last five years.

DAC has a comprehensive understanding with extensive experience of the requirements of, but not limited to:

- The Americans with Disabilities Act (Title II and Title III)
- 2010 ADA Standards
- Standards for outdoor developed and recreational standards
- California Playground Safety Regulations, Title 22, Chapter 22
- US Access Board Guidelines
- Section 504 of the Rehabilitation Act
- California Building Code-Title 24
- Federal Public Rights of Way Guidelines from the federal Access Board
- Federal Highway Administration's California Edition of the manual on Uniform Traffic Control Devices (MUTCD)
- California Code Regulations/Title 24
- ADA Title II requirements for opportunities for input by individuals with disabilities in accessible alternate formats to meet the needs of different types of disabilities that include physical, cognitive, hearing and visual impairments using a variety of public outreach methodologies
- Self-evaluation requirements to preview programs, services, activities, policies and procedures of the City of Palm Springs that include communication, website accessibility, alternate formats, grievance procedures and related areas

DAC has extensive experience working with city and county governments, water districts, school districts, park and recreation departments and other public entities that provide park and recreation programs and services. DAC provides specialized compliance services to public entities, such as the City of Palm Springs, to enhance or achieve compliance with Title II of the Americans with Disabilities Act of 1990 and related legislation. As one of the largest consulting firms specializing in ADA compliance for public entities, Disability Access Consultants, Inc. has earned a reputation for providing low cost, effective barrier removal solutions in a usable format.

DAC has experience in conducting over 10,000 site inspections, developing more than three thousand transition plans for public entities and hundreds of self-evaluations. DAC has also provided accessibility audits for the federal government and recently completed a review of programs, services and activities for the Department of the Interior and US Fish and Wildlife.

In May 2011, DAC completed a similar study for the City of San Clemente that included facilities, parks, pools, recreational areas and City facilities. DAC has also recently completed an ADA Transition Plan and Self-evaluation for the City of Fountain Valley and is currently completing the final portion of the City of La Quinta project which was started in June 2011. DAC is completing the County of Calaveras project and the Desert Recreation District in December 2011. DAC will be providing some additional staff training opportunities for the Desert Recreation District in January or February. DAC has been selected to start



working with the City of Cypress on a similar project. DAC has the capacity and resources to undertake the activities described in this SOQ and is familiar with the time and resources needed to complete a project similar to the City of Palm Springs SOQ.

During the past thirteen years, DAC has demonstrated quality services of a similar description for public entities, city and county governments, school districts, colleges and in a timely, competent and cost effective manner. DAC has completed hundreds of similar projects for Park Districts, City and County Governments, Water Districts and School Districts.

DAC provides training sessions regarding compliance with the ADA, developing ADA Transition Plans and Self-Evaluations and the roles and the responsibilities for public entities (most recent training was the City of San Clemente last week). Barbara Thorpe also served as the ADA Coordinator for a public entity for six years and the Section 504 Coordinator for sixteen years.

The following are the most recent City and Park references for scopes of work similar to the City of Palm Springs. Numerous other references are available. DAC has qualified and experienced staff that have worked together on other City projects.

<p><b>City of La Quinta, CA</b>  Terry Deeringer, Human Resources/General Services Manager  78495 Calle Tampico  La Quinta, CA 92253  Phone: (760) 777-7041  <a href="mailto:Tdeeringer@la-quinta.org">Tdeeringer@la-quinta.org</a></p>	<ul style="list-style-type: none"> <li>• ADA Self-evaluation and transition plans of buildings, parks, intersections, roadways, sidewalks and public rights-of-way. The City was provided DACTrak Accessibility Management Software to manage the implementation of the plan, document resources needed and document progress.</li> <li>• The ADA Self-Evaluation of programs, services and activities to determine if any were discriminatory for individuals with disabilities was completed by DAC.</li> </ul>
<p><b>City of San Clemente, CA</b>  Johanne Walker, Risk Mgmt. Analyst  100 Avenida Presidio  San Clemente, CA 82672  Phone: (949) 361-8203  <a href="mailto:WalkerJ@san-clemente.org">WalkerJ@san-clemente.org</a></p> <p>Sam Penrod, Human Resources Manager  100 Avenida Presidio  San Clemente, CA 92672  Phone: (949) 361-8313  <a href="mailto:PenrodS@san-clemente.org">PenrodS@san-clemente.org</a></p>	<ul style="list-style-type: none"> <li>• ADA Self-evaluation and transition plans of buildings, parks, piers, beach areas, golf course, pools, beach concessions, lifeguard areas, trails and public rights-of-way.</li> <li>• The City was provided DACTrak Accessibility Management Software to manage the implementation of the plan, document resources needed and document progress.</li> <li>• The ADA Self-Evaluation of programs, services and activities to determine if any were discriminatory for individuals with disabilities was completed by DAC.</li> <li>• DAC also assisted with the resolution of two complaints.</li> </ul>





<p><b>City of Fountain Valley, CA</b> Matt Mogensen, Assistant to the City Manager 10200 Slater Avenue Fountain Valley, CA 92708 Phone: (714) 593-4412 <a href="mailto:Matt.mogensen@fountainvalley.org">Matt.mogensen@fountainvalley.org</a></p>	<ul style="list-style-type: none"><li>• ADA Self-evaluation and transition plans of buildings, parks, intersections, roadways, sidewalks and public rights-of-way. The City was provided DACTrak Accessibility Management Software to manage the implementation of the plan, document resources needed and document progress.</li><li>• The ADA Self-Evaluation of programs, services and activities to determine if any were discriminatory for individuals with disabilities was completed by DAC.</li></ul>
<p><b>Desert Recreation District, CA</b> Craig DeWitt, Director of Park Services 45-305 Oasis Street Indio, CA 92201 Phone: (760) 347-3484 <a href="mailto:cdewitt@drd.us.com">cdewitt@drd.us.com</a></p>	<ul style="list-style-type: none"><li>• DAC performed ADA inspections of all District parks, facilities and playgrounds to identify elements that need modification to achieve compliance with the Americans with Disabilities Act and CBC Title 24.</li><li>• DAC also performed playground safety assessments to ensure the District's compliance with the California Playground Safety Regulations.</li></ul>
<p><b>Fair Oaks Recreation and Park District, CA</b> Kristopher Borders, Administrative Services Coordinator 4150 Temescal Street Fair Oaks, CA 95628 Phone: (916) 966-1036 - ext. 11 <a href="mailto:kborders@fairoakspark.org">kborders@fairoakspark.org</a></p>	<ul style="list-style-type: none"><li>• DAC performed ADA inspections of all District parks, facilities and playgrounds to identify elements that need modification to achieve compliance with the Americans with Disabilities Act and CBC Title 24.</li><li>• DAC also performed playground safety assessments to ensure the District's compliance with the California Playground Safety Regulations.</li></ul>
<p><b>City of Huntington Beach, CA</b> Jason Churchill, Field Services Manager, Public Works City of Tustin (formerly of City of Huntington Beach) 1472 Service Road Tustin, CA 92780 Phone: (714) 573-3355 <a href="mailto:jchurchill@tustinca.org">jchurchill@tustinca.org</a></p>	<ul style="list-style-type: none"><li>• Development of an ADA Self-evaluation and transition plan of 52 City owned and leased buildings and public rights-of-way. Facilities included, but were not limited to, City Hall, Police Department, Health Services, Golf Course, parking, playgrounds, parks (72), beach concessions, beach access, Title III pier concessions and related buildings.</li><li>• Training was provided to administrative staff regarding the roles and responsibilities of the City and training was provided to facilities, maintenance and operations staff.</li><li>• DACTrak software was also provided.</li></ul>

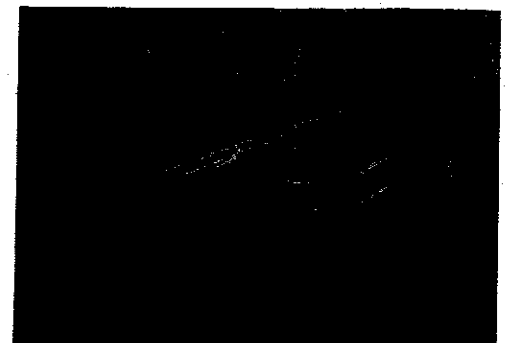


<p><b>County of Calaveras, CA</b> Jeff White, Building Official Calaveras County Building Department 891 Mountain Ranch Road San Andreas, CA 95249 Phone: (209) 754-6390 <a href="mailto:jwhite@co.calaveras.ca.us">jwhite@co.calaveras.ca.us</a></p>	<ul style="list-style-type: none"><li>• DAC performed ADA inspections and developed Transition Plans for County buildings, facilities, parks and transit stops.</li><li>• DAC is conducting a review of County policies, programs and activities to identify issues that may be considered discriminatory.</li><li>• DAC is assisting the county in conducting a Self-Evaluation</li></ul>
<p><b>City of Glendale, CA</b> Koko Panossian, Administrative Analyst 613 E. Broadway, Room 120 Glendale, CA 91206 Phone: (818) 548-2004 <a href="mailto:kpanossian@ci.glendale.ca.us">kpanossian@ci.glendale.ca.us</a></p>	<ul style="list-style-type: none"><li>• DAC inspected 30 parks and facilities, completed the ADA Self-evaluation, public comments, notices and postings regarding the identity of the ADA coordinator, grievance procedures and communication policies.</li><li>• Data collected was provided to the City in the DACTrak software for management, updates and progress reports. A transition plan, as required by Title II of the ADA was completed with priorities. The City added the projected schedule for removal of the barriers in the DAC software.</li></ul>
<p><b>Schools Insurance Authority</b> Martin Brady, Executive Director 9800 Old Placerville Road Sacramento, CA 95827 Phone: (916) 364-1281 <a href="mailto:mbrady@sia-ipa.org">mbrady@sia-ipa.org</a></p>	<ul style="list-style-type: none"><li>• DAC has provided services since 2000 for the self insured School Insurance Authority pool of 34 school districts in Sacramento and El Dorado County. Services included facility inspections, transition plans, self-evaluations, training, software and expert witness services.</li><li>• Many of the schools included parks and pools and many had joint use agreements with the City and parks and recreation.</li></ul>

**Additional ADA Transition Plan and Self-Evaluation Experience**

Additional comprehensive ADA Transition Plan and Self Evaluation projects that have been completed by DAC include, but are not limited to:

- City of Clovis
- City of Elk Grove
- City of Poway
- City of Riverside
- City of San Jose
- City of Oroville
- County of Marin
- County of Santa Clara
- County of Shasta
- Okaloosa County
- Town of Paradise





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

DAC has been assisting several Joint Power Authorities in Sacramento and El Dorado County 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. 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 embraces the enhancement and assistance to our clients to build an ADA/accessibility plan while documenting previous and current compliance methods.

Barbara Thorpe, who serves as President of our firm, worked for a public entity for eighteen years as an ADA Coordinator, 504 Coordinator, Equity Officer, Director of Special Programs and Student Services, Director of Compliance and Planning, Occupational Therapist, Teacher for Students with Disabilities and Staffing Specialist. Following her public agency service, Barbara Thorpe founded Disability Access Consultants, Inc. (DAC) in 1998 with a primary focus to provide services to educational institutions and public entities, such as the City of Palm Springs, to comply with Title II of the ADA and state codes. Barbara specializes in the review of policies, procedures and practices to determine if any are discriminatory or potentially discriminatory for individuals with disabilities.

Our firm has been awarded several master contracts by JPA's to provide ADA services for inspections of facilities for federal and state accessibility codes. Our San Diego/Imperial County JPA Master Contract awarded to our firm in 1999 has been extended annually and is in place until June 2011. As a competitive bid, public entities have been able to utilize the San Diego JPA award for services. We completed ADA surveys, transition plans, self-evaluations, consultation, plan implementation and training for 652 public entity sites in Sacramento and El Dorado County for the Schools Insurance Authority. We have performed similar contracts with public entities throughout California. We recently completed transition plans for the City of Glendale and the City of Huntington Beach, and we are currently working with the City of San Clemente. Most of our projects with City governments include parks and the majority of our school district clients also have parks and pools and usually have joint use agreements with Park Districts or School Districts.

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 providing 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.



#### 4. Scope of Services and Approach

Although DAC has an office location in Los Angeles, California, the majority of the work will be performed and completed on-site in the City of Palm Springs by site inspectors and the program and policy analyst. DAC team members from the Los Angeles office will conduct on-site inspections on our DACTrak pc tablets or slates and export the on-site field conditions for processing by our servers the same day of the inspection while located in the City of Palm Springs. Thus, the draft report is ready the same day or at the end of the inspection of the particular site. Cost estimates are then refined by Michael Anderson of our team in collaboration with the City. If the City has utilized particular cost estimates for standard nonaccessible items or elements, then the City's cost is 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. The final quality control editor may be working in the City of Palm Springs or in Los Angeles by accessing the secure DACTrak web based site. It is estimated that 85% of the work will be completed in the City of Palm Springs and 15% of the work from the Los Angeles office.

Disability Access Consultants, Inc. (DAC) proposes the following services and activities to meet the objectives and the scope of services and principal responsibilities described in the City of Palm Springs Statement of Qualifications. Activities include, but are not limited to the following:

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

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

- Information that is needed will be clarified at the initial orientation meeting. The initial meeting will also clarify proposed activities and provide a collaborative framework to discuss project strategies. DAC has found that at least one orientation meeting is needed to prepare a strategic project work plan for a coordinated and seamless effort. The project methodology is generally designed to develop a comprehensive plan without placing additional activities and impact upon City of Palm Springs staff.
- Barbara Thorpe of DAC will be designated as the project manager and policy and program analyst and will be the DAC contact for the project and serve as the point of contact for the City of Palm Springs. The CASp designated team member that will coordinate the inspection team during the facility reviews will be Mike Boga. Mike will be directly involved in the project and field evaluations. Other roles and responsibilities of key team members are indicated in the organizational chart and in the description of the roles and responsibilities.
- Barbara will meet with the designated City of Palm Springs officials to discuss the project scope, deliverables currently needed by the City of Palm Springs, deliverables that may be needed by the City of Palm Springs in the near future, discuss projected schedules and timelines, discuss cost saving methods, and review alternatives for compliance by the City of Palm Springs. DAC has some optional cost saving measures for consideration by the City, which include use of the



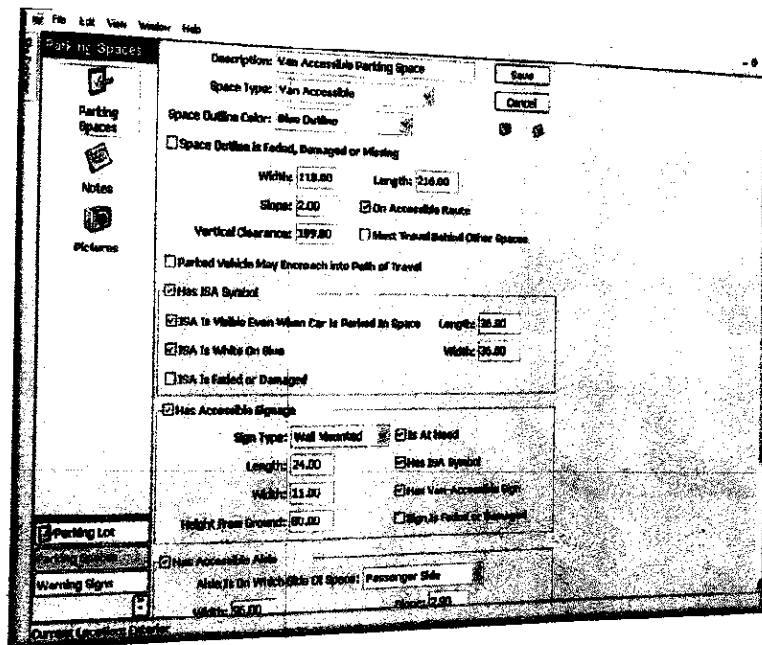
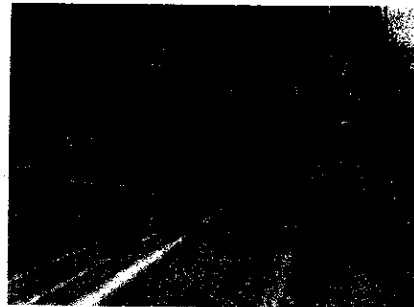
DACTrak tablet to complete inspections or a portion of the inspections. Use of the DACTrak tablet by staff has also proved to be a valuable training activity.

- Specific methodologies and data collection will be clarified. Timelines and benchmarks will be developed. Operational and procedural requirements will be reviewed, such as coordination of schedules, name tags, project dates and other relevant information. DAC staff members wear DAC company shirts and have DAC name tags.
  - The initial orientation meeting should include an assessment of previous compliance activities and areas of current or potential litigation. The review of compliance activities and high priority areas will assist with the development of an overall project plan. The review and documentation of prior initiatives will also build a more defensible plan if the City is challenged by litigation.
  - Project objectives will be clarified and elements that may be unique or of particular importance for the City of Palm Springs will be discussed. Items such as community input and staff needs will be confirmed.
  - Discuss hours of operation, schedules and City of Palm Springs activities by location.
  - Initiate the self-evaluation to review policies, procedures, practices and contracts, agreements and documents.
2. *Self-Evaluation of all City Programs, Services, Activities, Events and Related Policies, Procedures and Practices*
- DAC will review all City policies, memos of understanding, administrative regulations and other policy and procedural related documents to identify if any are discriminatory or potentially discriminatory for individuals with disabilities
  - DAC will make recommendations to the City for consideration regarding potential revisions to policies and practices
  - DAC will work with the City to conduct the required public input process. DAC will meet and confirm the methodology to be used to solicit public input. For example, DAC will present a variety of surveys in addition to notices and postings. Based on the individual needs of the City and the current assessment of possible or current litigation, and individualized method will be recommended to the City. Other methods may include staff interviews. DAC attempts, whenever possible, to minimize the impact to City staff.
  - Recommendations will be made, as appropriate, regarding programmatic alternatives to physical barrier removal.
  - DAC will prepare a draft Self-Evaluation summary document for the City to review.
  - Following comments by the City, DAC will prepare a final ADA Self-Evaluation and describe recommendations for implementation.

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

- DAC will survey the City of Palm Springs buildings, facilities, parks, playgrounds, parking lots, and other sites listed in Attachment B.
- As required by the ADA, the ADAAG and/or 2010 ADA Standards (approved on September 15, 2010) will be compared with state codes (Title 24 of the California Building Code) and the standard that provides the greater level of accessibility utilized. As DAC collects as-is field conditions and records all information, information is reprocessed to compare ADAAG 1991 standards and the 2010 ADA standards without conducting a re-inspection, thus resulting in a significant savings when codes change and the plan needs to be updated. Items and areas in the DAC site surveys may include, but are not limited to the following:

- Parking
- Parking garages
- Curbs
- Curb ramps
- Entrances
- Passenger Loading Zones
- Crosswalks
- Paths of Travel
- Ramps
- Handrails
- Elevators
- Platform Lifts
- Stairs
- Doors
- Door hardware
- Telecommunications Devices (TDD/TTY)
- Signage-Permanent and Directional
- Visual & Audible Communications and Alarms
- Restrooms
- Drinking Fountains
- Common use areas
- Employee break areas
- Meeting and conference rooms
- Locker Rooms
- Stadiums
- Playgrounds and outdoor areas
- Areas of Rescue Assistance
- Sidewalks
- Intersections
- Trails
- Marinas or other recreational areas
- Outdoor Developed Areas





□ Assessments and reports will include a high degree of detail with photographs, code references, and cost estimates. The DACTrak software and reports will include additional specifics, such as as-built dimensions, progress reports, additional prioritizations, preset reporting features and other custom reports. Reports will be delivered in the format requested, and reports will also be available using DACTrak. The inclusion of photographs has proved to be a valuable addition to assist clients regarding the actual as-is condition and is helpful in the formulation of decision making 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, Title 24 of the California Building Code.

□ Barriers are identified by building, floor, or location and given a unique identifier record number (UIN) to assist with navigation in the accessibility software and location of the finding and recommendation by area and site. Estimated applicable costs will be given by item and element in accordance with industry standards. Costs can be easily adjusted to adhere to any cost estimates the City of Palm Springs may utilize.

□ Physical access problems that require structural solutions will be documented in the Compliance Assessment/Transition Plan. The proposed method for removal will be provided. The transition plan will identify physical barriers that may limit accessibility of the City of Palm Springs programs, services or activities for individuals with disabilities. The schedule for removal of barriers and appropriate timelines will be developed in consultation with the City of Palm Springs.

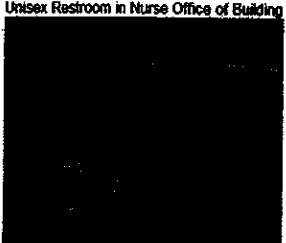
**Unisex Restroom in Nurse Office of Building A**

**Finding**  
The height of the side grab bar is 33 1/4 inches above the finished floor.

**Recommendation**  
Remount the side grab bar so the height of the gripping surface is centered at 33 inches above the finished floor. Grab bars must be able to support a point load of at least 250 pounds and shall be less than the allowable shear stress of the grab bar material.

**Costing Information**  
Adjust grab bar height, gypsum/metal stud wall with ceramic tile \$448.00

**References**  
CBC 1115B.8.1  
ADAAG 4.26



Unisex Restroom in Nurse Office of Building A

Priority	Low	Proposed Date of Completion	
Progress	Not Started	Actual Date of Completion	
Estimate	None	Actual Cost	0.00

New Comment

12345678910... >>

□ Identified barriers and obstacles will be prioritized as discussed in the Scope of Work. Use of the DACTrak software will provide the City of Palm Springs with an additional tool to reprioritize items depending upon the unique and ongoing needs of the City of Palm Springs and public comments during the public input process. Public and nonpublic areas will be identified, if requested. Employee only areas, for example, as usually given a lower priority for barrier removal.

□ Detailed findings, inspection intake records and digital photos are utilized during the intake process. Findings are incorporated into the transition/barrier removal plans. Information collected during the survey process is preloaded by DAC into our DACTrak accessibility management software.



4. Compliance Assessment/Transition Plan Reports and Implementation

- The draft Transition will be submitted to City staff for review and approval. The final report will be presented to City staff and, if requested, a Q &A session or workshop will be held.
- Following approval by the City, DAC will present the transition plan and findings by demonstrating the use of the DACTrak Accessibility Management software program and providing a training session. DAC will prepare and print reports in the type and style requested by the City. The City will have use of the DACTrak software for a period of three years at no cost to update and manage their information and print progress reports and other custom report formats.
- The draft plan shall describe the methods that will be used to make the facilities accessible and outline a strategy over time. It is recommended that the schedule and timelines be developed by the City of Palm Springs in collaboration with DAC. It is not recommended that DAC unilaterally place dates in the plan that the City of Palm Springs may not approve and DAC would not want to inadvertently commit the City of Palm Springs to dates that may be unrealistic or inappropriate. The projected schedule for barrier removal is required by the ADA for the development and implementation of the required transition plan. It is anticipated that the City would opt for a phased implementation plan with a timeline of a minimum of five years.

Parking - Exterior : Parking Lot , Parking Space

Staff Parking Lot

Right Accessible Space Next To Staff Outdoor Dining Area

Parking Space Length


Finding  
The accessible parking space provided in the parking lot does not meet the minimum requirements for length.

On Site Finding: 192.50 inches

Recommendation  
Re-stripe the accessible parking space.  
Recommended: At least 216.00 inches

Costing Information  
Re-stripe existing parking space. \$117.00

Citations  
CA 11298.4



1 2 of 2

Wheelstop Encroaches Into Path Of Travel

Priority

Projected Date of Completion

Progress Not Started

Actual Date of Completion

Resolution Select One

Actual Cost

New Comment

Prev 5 < 16 17 18 19 20 > Next 5 of 37

- Cost estimates will be provided when available for the specific item or element and can be easily be adjusted in the DACTrak software to utilize any specific costs adopted by the City of Palm Springs.
- The phased implementation plan is best developed in collaboration with the City of Palm Springs. DAC will recommend a prioritized plan that can be modified and updated by the City.
- It is not recommended, nor is it required that the ADA Self-Evaluation be approved by City Council. Projected dates that are incorporated into the plan may become problematic if the dates are not met. The plan is intended to be a working, ongoing plan that benefits from flexibility.

5. Deliverables

Based upon the number of City of Palm Springs facilities, it is recommended that the City of Palm Springs utilize the web based DACTrak software to access and manage the plan on an ongoing basis. DAC will license the DACTrak web-based software to the City of Palm Springs at no cost for a period of three years. Additional years may be licensed at \$1,000 per year which includes the secure storage, web





based access and updates for the City of Palm Springs. Not only does DACTrak provide green methodology, but the software provides a useful and easy to navigate tool for the City of Palm Springs to manage, update and implement the plan. The City of Palm Springs would not be required to use DACTrak, but experience has shown that notebooks, excel spreadsheets and hard copies of plans are difficult to update and manage. Hard copies can be provided if requested.

**Project Schedule Scope of Services and Estimated Timelines**

It is estimated that the project activities, including public input, is 4-5 months. Activities can be completed sooner depending upon the start date of the public input process and whether the public input process is done concurrently with the site inspections or after the site inspections.

Scope of Service –Activity or Task	1	2	3	4	5
DAC Team Meeting with City of Palm Springs; kick-off meeting					
Project Planning, Scheduling, Procedures Review					
Review of Policies, Procedures and Practices; analysis of existing plan					
Draft Self-Evaluation of services, policies, programs and practices					
Inspections of Buildings and Parks					
Reports Developed and Edited					
Draft reports available for review and comments					
Public input process					
Draft prioritized self-evaluation and transition plan reports with public input					
DACTrak Software Development and software training					
Acceptance of Project Deliverables					



## **5. Local Preference**

DAC does not have an office in the City of Palm Springs. DAC will solicit applications for employment and proposals for subcontractors and sub-consultants for work associated with the proposed contract from local residents and firms and hire qualified local residents or provide training for applicants. An associate of DAC has worked with a resident of the City of Palm Springs in the past and is willing to do so again if DAC is fortunate to be awarded this project.

**Resumes**

**Key Staff**

**Disability Access Consultants, Inc.**



### **Americans with Disabilities Act, Section 504 and Related Experience**

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- President and owner of Disability Access Consultants, Inc., a corporation and small business with an extensive history of accessibility compliance consulting since 1998
- Conducted hundreds of Americans with Disabilities Act Self-evaluations for public entities, City and County governments, school districts, colleges, universities and outdoor developed areas
- Provided consultation regarding access to programs, services and activities to public entities and businesses
- Assisted with the development of thousands of transition/barrier removal plans for public entities
- Performed compliance audits for the Department of the Interior, US Fish and Wildlife
- Served as an expert witness for the Department of Justice, public entities and other businesses
- Served on advisory boards for disability issues for public entities
- Provided consultation to numerous state and local government entities-cities, counties and school districts
- Assisted with ADA implementation plans and consent decrees for public entities
- Provided staff development activities for public entities, businesses and associations

### **Professional Experience**

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- Occupational Therapist
- Teacher
- Program Staffing Specialist
- School Administrator
- Director of Special Education and Student Services
- Director of Planning and Compliance
- ADA Coordinator, 504 Coordinator and Equity Officer
- Accessibility Consultant

### **Education**

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Graduated Magna cum Laude  
Colorado State University  
Bachelor's of Science - Occupational Therapy

Graduated Summa cum Laude  
University of South Florida  
Masters Degree – Administration and Supervision, Educational Leadership

### **Presentations and Training Sessions**

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- Indiana Parks and Recreation Association – Annual Conference
- City of San Clemente
- Minnesota School Board Association
- California School Board Association
- Association of Defense Counsel of Northern California and Nevada

- Public Agencies Risk Managers Association
- School and College Legal Services
- Council of Public Entity Attorneys
- California Defense Counsel
- McNeese State University, Louisiana
- Louisiana Association of Physical Plant Administrators
- California Council of School Attorneys
- San Diego County Office of Education JPA
- Tuolumne JPA
- San Mateo County Risk Management Group
- North Bay School Insurance Authority
- California Association for School Housing
- California Association of School Business Officials
- Joint Powers Authorities
- California School Board Association
- School Insurance Authority
- California Risk Management Authority
- Alameda County Facility Planners
- Rental Housing Association
- Western Fairs Association
- Contra Costa County Office of Education

#### **Publications**

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- ADA Changes: Get a Head Start on Pending Accessibility Guidelines: September 2001- Maintenance Solutions Magazine
- A Gameplan for Access: Strategies and Tactics to help managers develop a successful barrier removal plan for public facilities: March 2003 – Maintenance Solutions Magazine
- Accessible Toilet Rooms: June 2006 –American Schools & Health Facilities Publication

#### **Boards**

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- Currently serves on the California Division of the State Architect State Advisory Board
- Currently serves as the vice chairperson for the California Division of the State Architect Access Compliance Advisory Committee
- Currently serves on the California Division of State Architect Education and Training Committee

#### **Other Activities**

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- Currently appointed by the Office of the Independent Monitor regarding Chandra Smith vs. Los Angeles Unified School District Modified Consent Decree
- Currently appointed as a neutral monitor regarding implementation of a consent decree for a public entity
- Currently assisting a public entity with the resolution of an ADA complaint
- Currently assisting a public entity to resolve a complaint by the US Department of Justice

## MICHAEL BOGA

### PROFILE

#### Americans with Disabilities Act and Related Experience

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- Inspected over a thousand facilities for compliance with federal and state accessibility standards
- Assisted with the development and implementation of transition/barrier removal plans
- Provided consultation regarding Title II and Title III accessibility requirements
- Performed compliance audits for Department of the Interior
- Provided accessibility training activities for public entities
- Served as an expert witness
- Provided numerous training sessions and seminars regarding the requirements of state and federal accessibility standards

#### Professional Experience

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- Contractor
- Work training program coordinator
- Special Education Teacher
- Accessibility Inspector (1998 to Present)

#### Certifications and Training

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- Certified Accessibility Specialist (Certificate No. CASp-152)
- Certified International Council (ICC)  
Accessibility/Usability/Plans Examiner (No. 1108082-21)
- Certified National Playground Safety Inspector (NPSI)
- Division of State Architect Academy-Accessibility/Plan Review/Fair Housing
- Division of the State Architect Academy – 2010 CBC Amendments - Accessibility

#### Education

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Bachelor of Science –Education  
St. Leo College

#### Publications

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Articles for Maintenance Solutions Magazine  
“Opportunities for Access”, March 2004  
“Clearing a Path for Access”, February 2005

#### Presentations and Training

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- Schools Insurance Group
- Indiana Parks and Recreation Annual Conference
- Tri County Schools Insurance Group
- Tuolumne County Joint Powers Authority
- Southern California AIA
- Western Fairs Association of Defense Counsel of Northern California and Nevada
- Public Risk Managers Association
- California Association of School Housing
- San Diego County Office of Education JPA
- School and College Legal Services

- Council of Public Entity Attorneys
- Schools Insurance Authority
- California Building Authority
- Rental Housing Authority
- California Association of School Business Officials
- California Joint Powers Authority
- California School Board Association
- California Defense Counsel
- California Council of School Attorneys
- Oroville Chamber of Commerce
- Independent Living of Northern California

#### **Other Activities**

---

- Currently appointed by the Office of the Independent Monitor regarding Chandra Smith vs. Los Angeles Unified School District Modified Consent Decree
- Currently appointed as a neutral monitor regarding implementation of a consent decree for a public entity
- Currently assisting a public entity with resolution of an ADA complaint
- Currently assisting a public entity to resolve a complaint by the US Department of Justice

## SRIKANT TALASILA

### PROFILE

#### Technical Experience

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- 6 years of Software Development experience of which 5+ years of extensive experience and expertise as MS.NET Developer.
- Expertise in working all phases of the software development life cycle (Requirements Analysis, Design, Coding, Testing and Deployment).
- Extensively worked with VB.NET, Win Forms, ASP.NET, C#. NET, VB 6.0, ASP, ADO.NET, Web Services, XML, XML Schemas, XSLT, IIS, HTML, DHTML.
- Strong skills in creating complex SQL Queries, stored procedures, triggers in SQL Server and Oracle.
- Excellent knowledge of SQL Server Reporting services.
- Experience in creating ASP.NET Web Services, SOA.
- Expertise in developing Web Interfaces using ASP, VBScript, JavaScript, CSS, HTML.
- Experience in developing applications using Visual Basic, components (ActiveX DLL/COM) using Visual Basic and .NET Class Libraries.
- Excellent analytical, logical and programming skills.
- Excellent crisis management skills to meet deadlines.
- Experience with Visual Source Safe and CVS for Source Version Control.

#### Professional Experience

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- Current Director of Information Technology for Disability Access Consultants, Inc. since 2008
- Application Developer for Wal Mart Stores Inc.
- .NET Developer for Capital One Bank
- Application Developer for SunGard IT Services

#### Technical Skills

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- Languages: VB.Net, C#.Net, VB6.0, ADO.Net, ADO, JavaScript, VBScript, HTML.
- Web Technologies: ASP.NET, ASP and XML.
- Web Servers: IIS 7.0, Apache Server.
- Database Technologies: MS SQL Server 7/2000, MS SQL Server 2005, Oracle 9i, TOAD 8.0
- IDE: MS Visual Studio.NET 2003/2005, Visual Studio 6
- Operating Systems: Windows (95, 98, NT, 2000, XP Pro, 2k Server), UNIX and Linux.
- Testing Technologies: Load Runner 7.2, NUnit, MUnit

#### Education

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Master of Science - Computer and Internet Applications  
University Of Luton, England



## CANDICE PURSCH

### PROFILE

#### **Professional Experience and Education**

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- Performed Accessibility Surveys of Hundreds of Public Facilities for Disability Access Consultants, Inc. since 2005
- Associates Degree in Building Inspection Technology from Butte Community College
  - Accessibility
  - Uniform Building Code
  - Uniform Plumbing Code
  - Uniform Mechanical Code
  - National Electrical Code
  - Plan Check for Exits
- Additional Coursework in Architectural Project Management at California State University
  - Construction Plans and Specifications
  - Construction Materials and Systems
  - Building Codes
  - Construction Graphics
  - Architectural Design

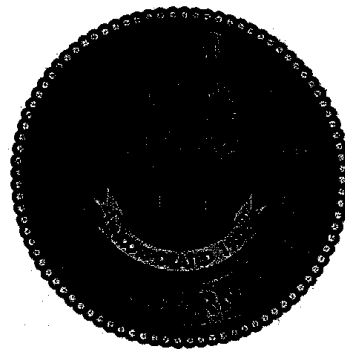
#### **Certifications**

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- Certified through the International Code Council (ICC) as an Accessibility Inspector and Plans Examiner
- Certified Combination Building Inspector
- Certified for TracPipe
- Certified for WIRBSO AquaPex

**Thank you**

for the opportunity  
to present our  
**Accessibility Services and Software**





# Team Members

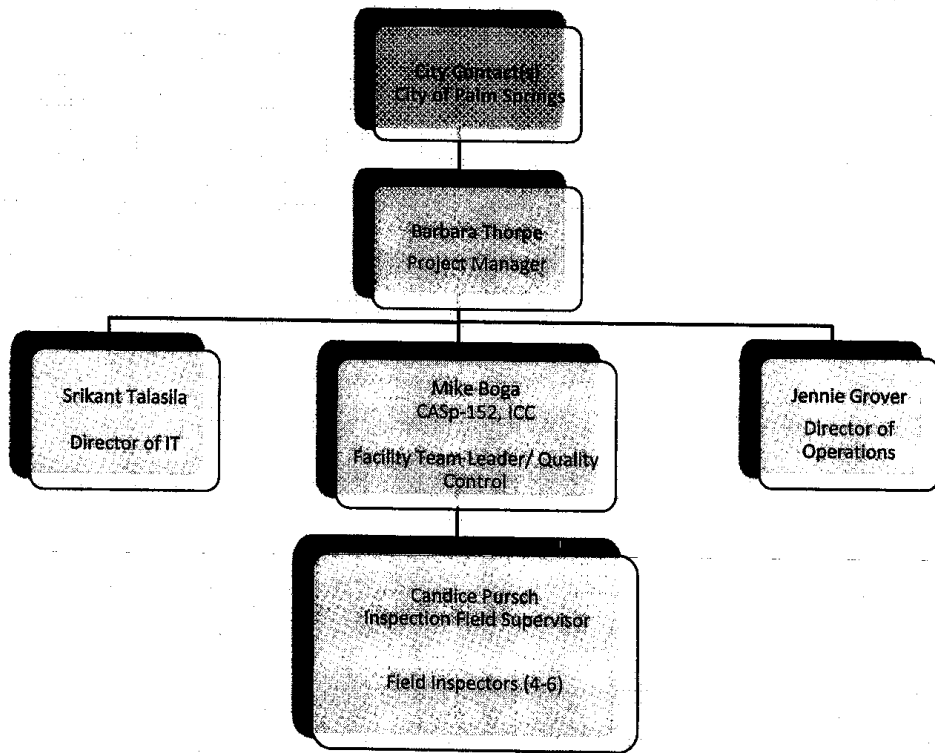


**Disability Access Consultants, Inc. (DAC)**

Barbara Thorpe, Project Manager

Michael Boga, Inspection Team Leader & Quality Control

# Organizational Chart



# Project Manager – Barbara Thorpe

- Started Disability Access Consultants, Inc. (DAC) in 1998
- Worked for a public entity for 20 years before starting DAC
- Has been a Section 504 Coordinator, Equity Officer and an ADA Coordinator for a public entity
- Occupational Therapist
- Director of Planning and Compliance
- Serves on Division of State Architect (DSA) Advisory Board
- Vice Chair for the DSA Access Compliance Board
- Serves on several City Disability Advisory Committees



# Project Manager Experience

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- ▣ City of La Quinta
- ▣ City of Fountain Valley
- ▣ City of San Clemente
- ▣ Calaveras County
- ▣ City of Cypress
- ▣ City of Newport Beach
- ▣ City of Glendale
- ▣ City of Huntington Beach
- ▣ Desert Recreation District -Indio

# Experience

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- Last 5 years – Cities greater than 45,000
  - City of La Quinta
  - City of Fountain Valley
  - City of San Clemente
  - City of Glendale
  - City of Huntington Beach
  - Calaveras County
  - City of Cypress (In progress)
  - City of Newport Beach (In Progress)

# Work Samples

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Many types of report formats with DACTrak  
Accessibility Management Software

Depends upon the needs of the user



# DACTrak

Welcome, mboga | [Support](#) | [Sign Out](#) | [Help](#)

[Reports](#) [Tools](#) [Support](#)

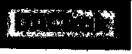
Select a Client:

City of La Quinta

**Project Portfolio for City of La Quinta**

<b>City of La Quinta</b>
<b>Intersections</b>
<b>Parks</b>
<b>Sidewalks</b>
<b>Trails</b>
<b>Buildings</b>

das. Disability Access Consultants, Inc. Powered By **DACTrak**



Clients: **City of La Quinta**

Projects: **City of La Quinta**

**Buildings**

**Project Information**  
Address : 78-495 Calle Tampico La Quinta, CA 92253  
Start Date : 7/6/2011

**Facility List**

<b>Boys &amp; Girls Club</b>	49995 Park Avenue La Quinta, CA 92253
<b>City Of La Quinta Sports Complex</b>	Sports Complex La Quinta, CA 92253
<b>Civic Center</b>	78-495 Calle Tampico La Quinta, CA 92253
<b>Fire Station #70</b>	54001 Madison Street La Quinta, CA 92253
<b>Fire Station #93</b>	44555 Adams Street La Quinta, CA 92253
<b>La Quinta Library</b>	78-275 Calle Tampico La Quinta, CA 92253
<b>La Quinta Museum</b>	77-885 Avenida Montezuma La Quinta, CA 92253
<b>La Quinta Senior Center</b>	78-450 Avenida La Fonda La Quinta, CA 92253
<b>La Quinta YMCA Daycare</b>	49-955 Avenue 50 La Quinta, CA 92253
<b>New Fire Station (Fire Station #32)</b>	78111 Avenue 52 La Quinta, CA 92253
<b>Police Substation</b>	51351 Avenida Bermidas La Quinta, CA 92253
<b>Public Works &amp; Maintenance</b>	78109 Avenue 52 La Quinta, CA 92253
<b>Silver Rock Temporary Clubhouse</b>	79-179 Ahmanson Lane La Quinta, CA 92253
<b>Silverrock Maintenance Building</b>	79-600 54 Avenue La Quinta, CA 92253

# Building

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

**Client:** City of La quinta  
**Facilities:** La Quinta Senior Center  
**Categories:** All Categories  
**Key Word:**   
**Sort By:**  Priority  Category  Location  Entry

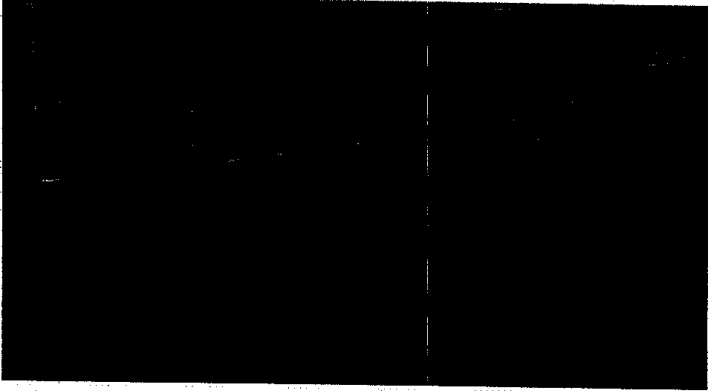
**Projects:** Buildings  
**Locations:** All Locations  
**Priority:** 1 2 3

Include Costing Information in this Report

PDF

230 1

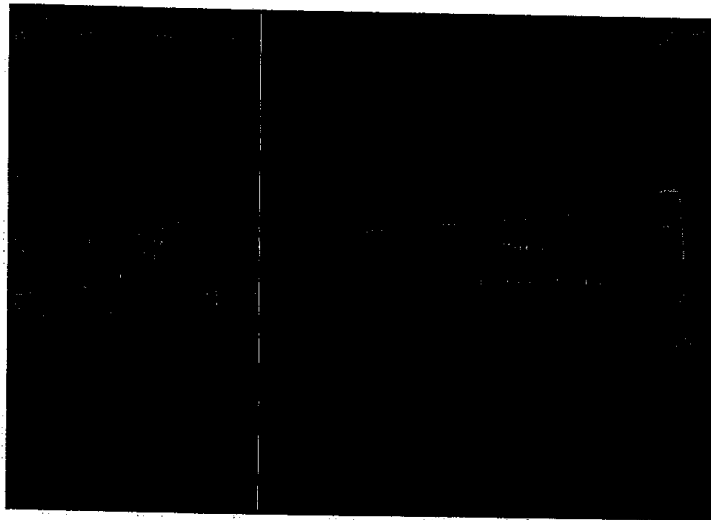
Accessibility Survey



# Building



## Accessibility Survey



La Quinta Senior Center

78-450 Avenida La Fonda  
La Quinta, CA 92253

Date of Inspection  
7/13/2011

Prepared By  
Disability Access Consultants, Inc.  
(800)-743-7067



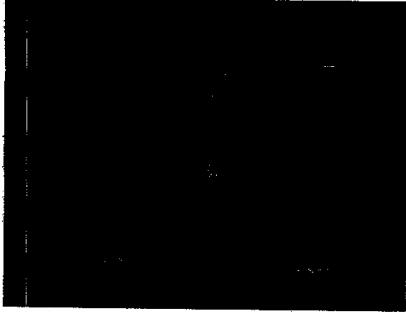
**La Quinta Senior Center**

**Parking - Exterior : Parking Lot , Parking Space**

**Accessible Parking**  
**Left Accessible Space Near The South Entrance**  
**Parking Space Slope**

**Finding**  
The surface of the accessible parking space has a slope greater than allowed.  
On-Site Finding 4.90 percent

Parking Lot , Parking Space : Parking Space Slope



**Recommendation**  
Pave the parking lot to provide a level surface.  
Recommended Up to 2.00 percent

**Costing Information (Estimated)**  
Repave surface to correct slope and restripe. \$3,800

Code Reference: ADA 4.6.3,CA 11298.4.4

**Progress**

**Record Number :** 43766  
**Status :** None  
**Projected Date :** **Completed Date :**  
**Actual Cost :** \$0 **Priority :** None  
**Comments :** No Comments

---

**Adams Street**

**Sidewalks - Exterior : Sidewalks , Hazards & Gratings**

---

**East Side Of Adams Street From Avenue 47 To Highway 111**

**Change In Level 287 Feet North Of Avenue 47 @ 33.7073, -116.2860**

Tripping Hazard Height Non Beveled

Sidewalks , Hazards & Gratings : Tripping  
Hazard Height Non Beveled

**Finding**

Sidewalk has a tripping hazard that is higher than recommended value.

On-Site Finding 0.50 inches

**Recommendation**

Make sure that the sidewalk has no tripping hazards.

Recommended Up to 0.25 inches

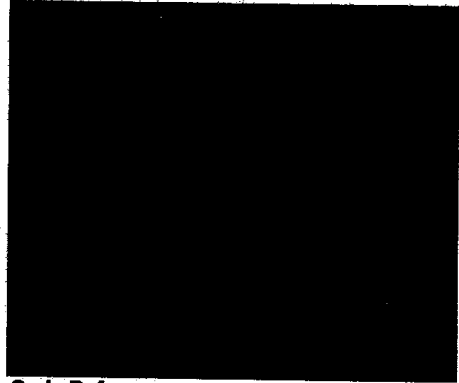
**Costing Information (Estimated)**

Remove tripping hazards.

\$198

Code Reference:

ADA 4.3,CA 1133B



**Record Number :** 33590

2611

2307

2926

# Park

## Play Areas - Exterior : Play Area , Ground level Equipment

### Small Play Area

#### Swings - Fibar

Seat Height

#### Finding

The seat height is not compliant.

On-Site Finding 40.00 inches

#### Recommendation

Provide a compliant seat.

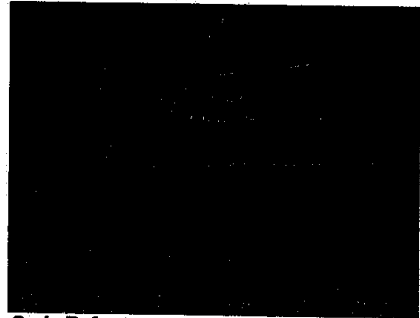
Recommended 11.00 - 24.00 inches

#### Costing Information (Estimated)

Provide Seat

\$200

Play Area , Ground level Equipment : Seat Height



Code Reference:

Record Number : 45953

2760

2373

2201

# Sidewalk

**Adams Street**

## **Sidewalks - Exterior : Sidewalks , Hazards & Gratings**

### **East Side Of Adams Street From Miles Avenue To Fred Waring Drive**

**Change In Level 191 Feet North Of La Palma Drive @ 33.7274, -116.2862**

Tripping Hazard Height Non Beveled

Sidewalks , Hazards & Gratings : Tripping  
Hazard Height Non Beveled

#### **Finding**

Sidewalk has a tripping hazard that is higher than recommended value.

On-Site Finding 1.50 inches

#### **Recommendation**

Make sure that the sidewalk has no tripping hazards.

Recommended Up to 0.25 inches

#### **Costing Information (Estimated)**

Remove tripping hazards... \$198

Code Reference:  
ADA 4.3,CA 1133B



**Record Number :** 34254

2611 2307 2966



# Intersection

**Adams Street & Avenue 47**

**Intersections - Exterior : Intersections , Pedestrian Signal Controls**

**Adams Street & Avenue 47**

**SE Pushbutton To East Crossing @ 33.7064, -116.2860**

Push Button - Clear Ground Space Slope

**Finding**

The clear ground space is not level.

On-Site Finding 3.60 percent

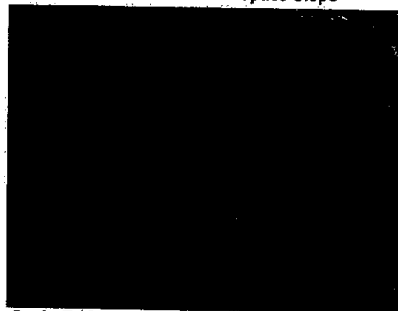
**Recommendation**

Provide compliant level clear ground space at the control.

Recommended Up to 2.00 percent

**Costing Information (Estimated)**

Intersections , Pedestrian Signal Controls :  
Push Button - Clear Ground Space Slope



Code Reference:



Facility: Boys & Girls Club

[Back to List](#)

Parking - Exterior : Parking Lot , Parking Space

Parking Off Of Park Avenue

Left Accessible Space

Parking Space Width

Finding

The accessible parking space does not meet the minimum requirements for width.

On Site Finding: 98.00 inches

Recommendation

Re-stripe the accessible parking space.

Recommended: At least 108.00 inches

Costing Information

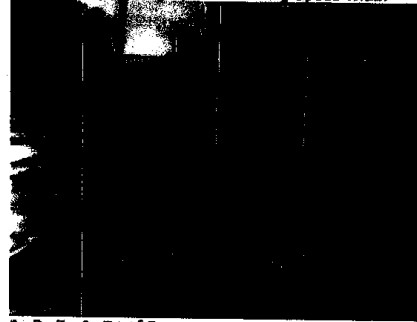
Re-stripe existing parking space. \$350.00

Citations

ADA 4.6.3

CA 11298.4

Parking Lot , Parking Space : Parking Space Width



1 2 3 4 5 of 5

Priority

Projected Date of Completion

Progress

Actual Date of Completion

Resolution

Actual Cost

New Comment

# Self Evaluation

<u>PURPOSE OF THE EVALUATION</u>	<u>1</u>
<u>PRIOR ADA SELF-EVALUATION AND TRANSITION PLANS</u>	<u>1</u>
<u>CURRENT ADA SELF-EVALUATION AND TRANSITION PLAN</u>	<u>1</u>
<u>CLASSIFICATION OF THE CITY OF SAN CLEMENTE</u>	<u>2</u>
<u>FOCUS OF UPDATED CITY OF SAN CLEMENTE ADA SELF-EVALUATION</u>	<u>2</u>
<u>DATE OF SELF-EVALUATION</u>	<u>2</u>
<u>SELF-EVALUATION UPDATES</u>	<u>3</u>
<u>LOCATION OF SELF-EVALUATION</u>	<u>3</u>
<u>DESIGNATED ADA COORDINATOR</u>	<u>3</u>
<u>SELF-EVALUATION FORMAT</u>	<u>3</u>
<u>GENERAL INFORMATION ABOUT THE CITY OF SAN CLEMENTE</u>	<u>3</u>
<u>CITY ORGANIZATION, DEPARTMENTS, COMMITTEES</u>	<u>4</u>
<u>COMMITTEES RELATED TO ACCESSIBILITY</u>	<u>4</u>
<u>METHODOLOGY FOR SELF-EVALUATION</u>	<u>4</u>

**TRANSITION/BARRIER REMOVAL PLAN 5**

**NOTICE TO THE PUBLIC OF THE SELF-EVALUATION 7**

**SUMMARY OF FINDINGS AND RECOMMENDATIONS 7**

**DESIGNATION OF ADA COORDINATOR 7**

**POSTING OF IDENTITY OF ADA COORDINATOR AND NOTICE OF RIGHTS 8**

**STATEMENT OF ACCOMMODATIONS ON PUBLIC NOTICES 9**

**STATEMENT OF NONDISCRIMINATION 9**

**INPUT INTO THE SELF-EVALUATION PROCESS 10**

**GRIEVANCE/UNIFORM COMPLAINT PROCEDURES 10**

**ACCESS TO PROGRAMS, SERVICES AND ACTIVITIES 11**

**CITY POLICIES 12**

**ELIGIBILITY CRITERIA 14**

**ACCOMMODATIONS TO ACCESS PROGRAMS, SERVICES AND ACTIVITIES 14**

**EQUALLY EFFECTIVE COMMUNICATION 16**  
**AUXILIARY AIDS AND SERVICES 16**  
**INTERPRETER SERVICES 16**  
**TELECOMMUNICATIONS DEVICES FOR THE DEAF 16**  
**WEBSITE 17**  
**ALTERNATE FORMATS 17**  
**AVAILABILITY OF ONLINE INFORMATION AND SERVICES 18**  
**TERMINOLOGY 19**  
**STAFF TRAINING 19**  
**NEW EMPLOYEE AND VOLUNTEER ORIENTATION 21**  
**STAFF TRAINING 19**  
**NEW EMPLOYEE AND VOLUNTEER ORIENTATION 21**  
**OUTREACH MATERIALS AND ACTIVITIES 21**  
**DISTRIBUTION AND LOCATION OF PUBLICATIONS 21**

**FEES AND SURCHARGES 22**

**EMERGENCY EVACUATION PROCEDURES 22**

**ORGANIZATIONS REPRESENTING PERSONS WITH DISABILITIES 23**

**POLICIES FOR THE USE OF CITY FACILITIES 23**

**FACILITIES LEASED BY THE CITY 23**

**SELECTION OF CONTRACTORS AND CONTRACTED SERVICES 24**

**MAINTENANCE OF ACCESSIBLE FEATURES 24**

**PLANNING AND BUDGETING FOR ACCESSIBILITY 24**

**OPPORTUNITIES FOR INPUT 25**

**SURVEYS FOR ORGANIZATIONS REPRESENTING INDIVIDUALS WITH DISABILITIES 25**

**SURVEYS FOR FACILITY USERS 25**

**RESPONSES TO SURVEYS BY FACILITY USERS AND ORGANIZATIONS 26**

**SURVEYS FOR CITY PROGRAM AND SITE ADMINISTRATORS 27**

**IMPLEMENTING COMPLIANCE RECOMMENDATIONS 42**

**APPENDIX A - PUBLIC NOTICE AND POSTING 43**

**APPENDIX B - SURVEYS 45**

# Photographs

- Digital photos included
- Adjacent to finding and recommendation – do not have to search elsewhere or attached to the report or refer to a reference number
- Photos of as is conditions – compliant and noncompliant
- Noncompliant photographs in Transition Plan
- May have multiple photographs of each noncompliant item or element, (i.e. 1 of 5)

# Sidewalks and Intersections

- Should be included in the Transition Plan
  - Barden V. Sacramento – 2004
  - ADA Title II 28 CFR 35
- DAC Experienced in PROW
- DAC has conducted surveys of public rights-of-ways to include sidewalks, transit stops, street furniture, running slope, cross slope, width, changes in elevation and other conditions that deny access to programs, services and activities



# Intersections

---

- ❑ Intersections include components in accordance with PROWAG, MUTCD, and related standards
- ❑ Automated Pedestrian Signals
- ❑ Crosswalks
- ❑ Curb Cuts-Curb Ramps- Pedestrian ramps
- ❑ Slope – Cross and Running
- ❑ Traffic stop bars

# GIS – Incorporated into DACTrak

## Adams Street

### Sidewalks - Exterior : Sidewalks , Hazards & Gratings

#### East Side Of Adams Street From Avenue 47 To Highway 111

Change In Level 287 Feet North Of Avenue 47 @ 33.7073, -116.2860

Tripping Hazard Height Non Beveled

Sidewalks , Hazards & Gratings : Tripping Hazard Height Non Beveled

#### Finding

Sidewalk has a tripping hazard that is higher than recommended value.

On-Site Finding 0.50 inches

#### Recommendation

Make sure that the sidewalk has no tripping hazards.

Recommended Up to 0.25 inches

#### Costing Information (Estimated)

Remove tripping hazards.

\$198

Code Reference:

ADA 4.3,CA 1133B

Record Number : 33590

2611

2307

2926

# Proposed Timelines: 3-5 Months

Scope of Service –Activity or Task	1	2	3	4	5
DAC Team Meeting with City of Palm Springs; kick-off meeting					
Project Planning, Scheduling, Procedures Review					
Review of Policies, Procedures and Practices; analysis of existing plan					
Draft Self-Evaluation of services, policies, programs and practices					
Inspections of Buildings and Parks					
Reports Developed and Edited					
Draft reports available for review and comments					
Public input process					
Draft prioritized self-evaluation and transition plan reports with public input					
DACTrak Software Development and software training					
Acceptance of Project Deliverables					

# Background Checks

- DAC has always required FBI and DOJ background checks
- DAC also conducts pre-employment and random drug testing

# City Involvement

---

- ❑ Due to limited City resources, DAC attempts to minimize impact to City staff
- ❑ Involvement in training only if requested by the City
- ❑ Depends upon methodology selected
- ❑ Contact with the ADA Coordinator
- ❑ Public notice and posting

---

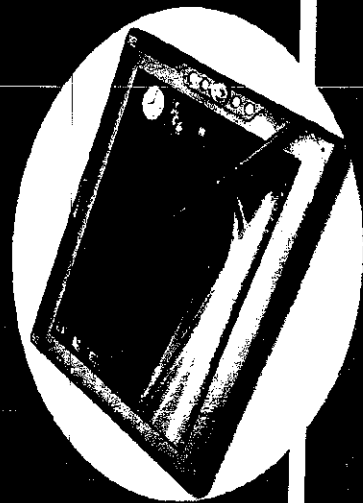
## On-site work percentages

---

- 80% on-site in the City of Palm Springs
- 20% off site
- Primary office for any clerical or IT support – Las Vegas
- Project manager on site for significant amount of time

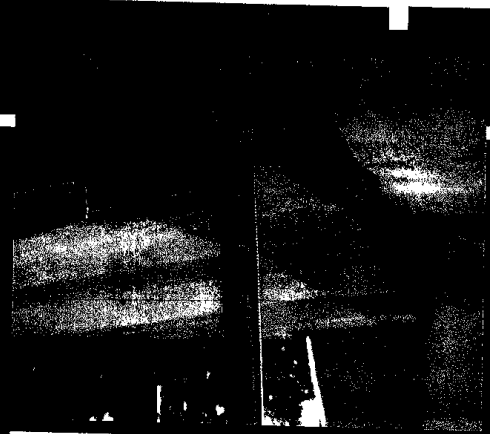
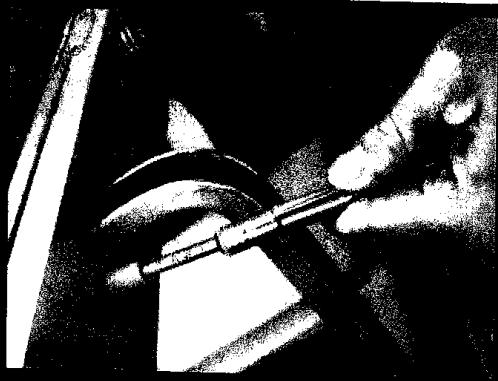
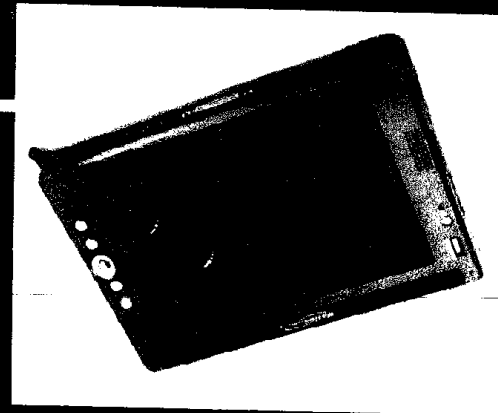
# DACTrak

Intake and Web-based  
data management system  
for accessibility compliance



# DACTrak

Intake Tools





# DACTrak

## 3 Steps to Accessibility Compliance

- Intake using pc tablet
- Data sent to server

- Federal vs. State
- Standard to Process

- Management Features
- Multiple Reporting Formats

DACTrak Intake and Management Software

# DACTrak

Identify  
"As Is"  
conditions

Select the  
area you  
want to  
inspect

The screenshot shows the 'Parking Spaces' configuration window in the DACTrak software. The window has a menu bar with 'File', 'Edit', 'View', 'Window', and 'Help'. On the left side, there is a vertical toolbar with icons for 'Parking Spaces' (selected), 'Notes', and 'Pictures'. Below the toolbar is a list of areas to inspect: 'Parking Lot', 'Parking Spaces' (selected), and 'Warning Signs'. The main area of the window contains the following configuration options:

- Description: Van Accessible Parking Space
- Space Type: Van Accessible
- Space Outline Color: Blue Outline
- Space Outline is Faded, Damaged or Missing
- Width: 118.00 Length: 216.00
- Slope: 2.00  On Accessible Route
- Vertical Clearance: 199.00  Must Travel Behind Other Spaces
- Parked Vehicle May Encroach into Path of Travel
- Has ISA Symbol
- ISA is Visible Even When Car is Parked in Space Length: 36.90
- ISA is White On Blue Width: 36.90
- ISA is Faded or Damaged
- Has Accessible Signage
  - Sign Type: Wall Mounted  Is At Head
  - Length: 24.00  Has ISA Symbol
  - Width: 11.00  Has Van-Accessible Sign
  - Height From Ground: 80.00  Sign is Faded or Damaged
- Has Accessible Aisle
  - Aisle is On Which Side Of Space: Passenger Side
  - Width: 96.00  Sign is Faded or Damaged
  - Sign: 2.90

Buttons for 'Save' and 'Cancel' are located in the top right corner. The 'Current Location' is set to 'Exterior'.

Restroom



Intake



Notes



Pictures



Related Forms

- Restroom
- Dispenser
- Lavatory
- Mirror
- Sign
- Toilet Compartments
- Door Sign
- Wall Sign

Current Location: Floor 1

Description: Mens Restroom

Pick

Save

Access Type: Multi Accommodation

Cancel

Use: Male

Age Group: Adult

Number of Toilet Compartments: 0

Restroom Door Has Privacy Lock and Occupied Indicator

Is On Accessible Route

Has Visual Alarms

Door Swings In, Reducing Clear Floor Space

Clear Floor Space

Length: 0.00

Width: 0.00

Provides for Electronic Inspections

### Parking Spaces

- Parking Spaces
- Notes
- Pictures

- Parking Lot
- Parking Spaces
- Warning Signs

Description: Van Accessible Parking Space

Space Type: Van Accessible

Save

Cancel

Space Outline Color: Blue Outline

Space Outline is Faded, Damaged or Missing

Width: 118.00

Length: 215.00

Slope: 2.00

On Accessible Route

Vertical Clearance: 199.00

Must Travel Behind Other Spaces

Parked Vehicle May Encroach into Path of Travel

Has ISA Symbol

ISA Is Visible Even When Car Is Parked In Space Length: 36.00

ISA Is White On Blue Width: 36.00

ISA Is Faded or Damaged

Has Accessible Signage

Sign Type: Wall Mounted  Is At Head

Length: 24.00

Has ISA Symbol

Width: 11.00

Has Van-Accessible Sign

Height From Ground: 80.00

Sign Is Faded or Damaged

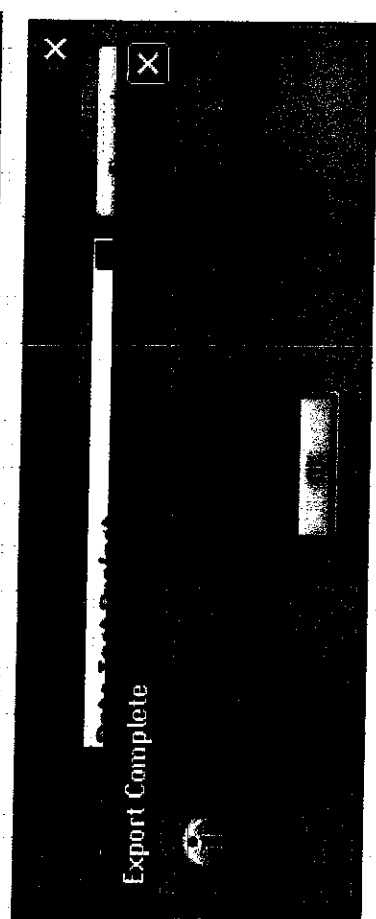
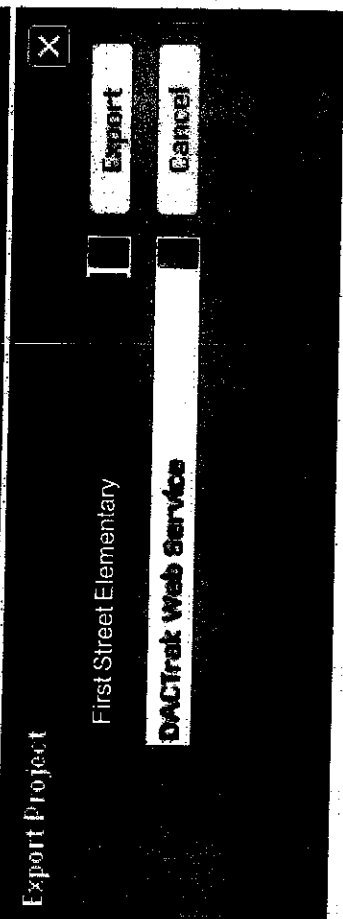
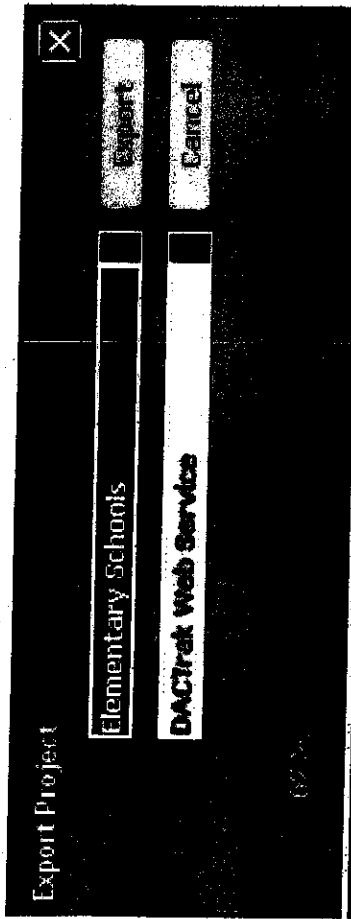
Has Accessible Aisle

Aisle Is On Which Side Of Space: Passenger Side

Width: 96.00

Slope: 2.90

Select the area you want to inspect





Log In

User Name:

Password:

Remember me next time.

[Forgot your ID or password?](#)

 Log in using our **secure** or **standard** server

BACKtrak

1 2 3 4 5 > Next 3 of 8

Facility: Sample Post Office

[Back to List](#)

Stairs - Exterior : Stairway , Handrails

Stairs To The Side Entrance

Run 1 Left Handrail

Handrail Height

Finding

The handrails are not mounted at the correct height.  
On Site Finding: 36.00 inches

Stairway - Handrails : Handrail Height



1 2 3 4 5 of 5

Recommendation

Remount the handrails on the stairway to the correct height.  
Recommended: 34.00 - 36.00 inches

Costing Information

Add compliant handrail. \$1,528.00

Citations

ADMG 4.9.4(3)  
CA 11338.4.5

Priority

None

Projected Date of Completion

8/3/2010

Progress

Completed

Actual Date of Completion

8/6/2010

Resolution

Corrected

Actual Cost

1300.00

New Comment

Select One  
Not Covered  
Not Applicable

Verified by inspector #007  
See reinspection report dated 8/6/10

Marked Complete

Cancel

1 2 3 4 5 > Next 3 of 8

Project Dates

Indicate progress

Select resolution

Indicate actual costs

# DACTrak

Data Management

Add Notes

View  
multiple  
photos

Welcome, mboga | Support | Sign Out | Help

DACTrak Reports Tools Support

1 2 3 4 5 > Next 5 of 17 [Back to List](#)

Facility: Old Library

Parking - Exterior : Parking Lot , Parking Space

Parking Lot Next To Library

Right Accessible Space

Parking Space Slope


**Finding**  
The surface of the accessible parking space has a slope greater than allowed.  
On Site Finding: 3.70 percent

**Recommendation**  
Pave the parking lot to provide a level surface.  
Recommended: Up to 2.00 percent

**Costing Information**  
Repave surface to correct slope and restripe. \$2,900.00

**Citations**  
ADAAG 4.6.3  
CA 11298.4.4

**Parking Lot , Parking Space : Parking Space Slope**



1 2 of 2

Priority: 1  
Progress: In Progress  
Resolution: Select One

Projected Date of Completion: 10/15/2011  
Actual Date of Completion:  
Actual Cost:

New Comment: Sent to ABC Contractors; Purchase Order # 2067

1 2 3 4 5 > Next 5 of 17

Disability Access Consultants, Inc. Powered By DACTrak



Reliability  
Consistency  
Management  
Implementation  
Accountability

DACTrak Intake and Management Software

# Comprehensive Inspection of Federal and State Accessibility Standards

- ✓ Priorities
- ✓ Notes
- ✓ Sketches & Drawings
- ✓ Timelines
- ✓ Tracking Compliance
- ✓ Projecting Costs
- ✓ Documenting Barrier Removal and Compliance

DACTrak Features

Select a Client:

Disability Access Consulta ▾

**Project Portfolio for Disability Access Consultants, Inc.**

**Demo Project**

**Beta Test Project**

**DACTrak**

- Reports
- Tools
- Text Report
- Basic Photo Report
- Dual Photo Report
- Progress Report
- Total Unit Cost

**Clients:**

Alum Rock Union Elementary

**Projects:**

Elementary Schools ▾

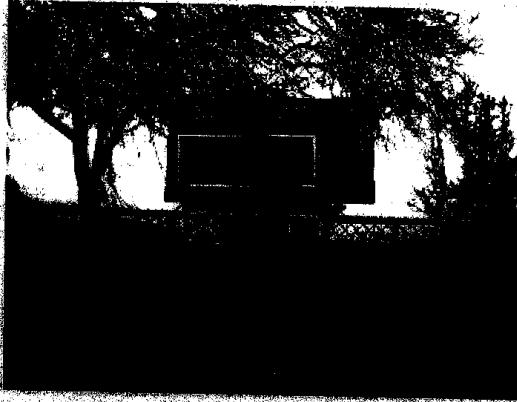
**Facilities:**

Anthony Dorsa Elementary

**Anthony Dorsa  
Elementary**

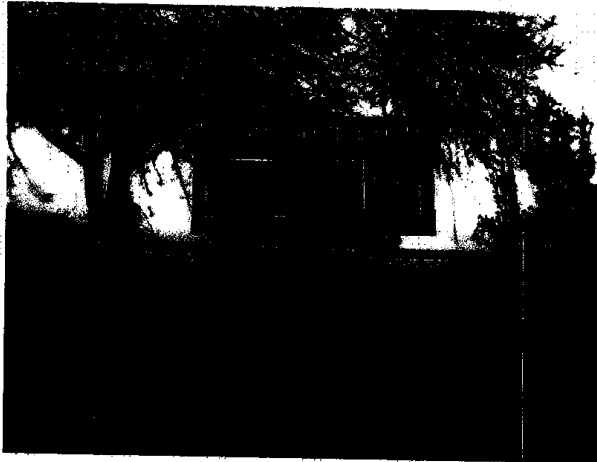
**Facility Information**

Address : 1290 Bal Harbor Dr.  
San Jose CA, 95122



Multiple types of reports are available

## Accessibility Survey Americans with Disabilities Act



### Anthony Dorsa Elementary

1290 Bal Harbor Dr.  
San Jose, CA 95122

Date of Inspection  
1/9/2009

Prepared By  
Disability Access Consultants, Inc.  
(800) 743-7067



**DACTrak**

Reports Tools

Clients:

Alum Rock Union Elementary School District

Projects:

Elementary Schools

Facilities:

Anthony Dorsa Elementary

Page 1 of 376

Pdf

Xls

Rtf

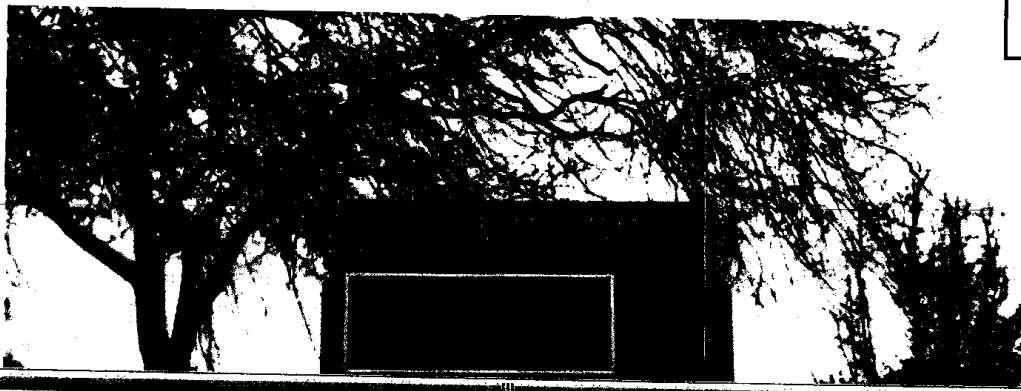
Mht

Text

Image

# Accessibility Support Americans with Disabilities Act

Reports can be prepared in multiple formats



**Anthony Dorsa Element**  
**Parking - Exterior**  
**Lot Near The Administration Office**

No Parking Lot Warning Sign

**Finding**

There is no warning sign regarding unauthorized use of accessible parking spaces in the parking lot.  
 On-Site Finding None

**Recommendation**

Post a sign in a conspicuous location to the entrance of the parking lot, or immediately adjacent to and visible from each accessible parking space. The warning sign shall measure at least 17 inches by 11 inches in size and consist of lettering at least 1 inch in height that clearly and conspicuously states: "Unauthorized vehicles parked in designated accessible spaces not displaying distinguishing license plates or license plates issued for persons with disabilities may be towed away at owner's expense. Towed vehicles may be reclaimed at \_\_\_\_\_ or by telephone \_\_\_\_\_." Fill in the blank spaces with appropriate information as a permanent part of the sign and maintain the currency of the information.

Recommended See Above

**Costing Information**

Install post mounted sign. \$250

**Citations:**

CA 11298.5

Parking Lot, Warning Signage : No Parking Lot Warning Sign



Easy Navigation

Anthony Dorsa Elementary

**Parking - Exterior : Parking Lot , Parking Space**

**Lot Near The Administration Office**

**Right Accessible Space**

Parking Space Slope

**Finding**

The surface of the accessible parking space has a slope greater than allowed.

On-Site Finding 3.60 percent

**Recommendation**

Pave the parking lot to provide a level surface.

Recommended Up to 2.00 percent

**Costing Information**

Repave surface to correct slope and restripe. \$2,900

Notes : There Is No Signage Stating \$250 Fine

Parking Lot , Parking Space : Parking Slope



Citations: ADAAG 4.6.3, CA 11298

Multiple Reporting Formats

**Parking - Exterior : Parking Lot , Parking Space**

**Lot Near The Administration Office**

**Right Accessible Space**

Parking Space Accessible Signage Height

**Finding**

The bottom edge of the post-mounted signage designating the accessible parking space is not at the required height.

On-Site Finding 78.25 inches

**Recommendation**

Modify the height or replace the post-mounted signage designating the accessible parking space. The sign shall be located so that it

cannot be obscured by a vehicle parked in the space.

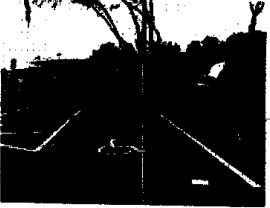
Recommended At least 80.00 inches

**Costing Information**

Modify or replace post mounted sign. \$158

Notes : There Is No Signage Stating \$250 Fine

Parking Lot , Parking Space : Parking Accessible Signage Height



Citations: ADAAG 4.6.4, CA 11298



Facility: Anthony Dorsa Elementary

[Back to List](#)

**Restrooms - A Wing : Restroom , Door Signage**

**Unisex Staff Restroom Near A1**

**No Door Signage**

**Finding**

There is no gender use signage on the entrance door.

On Site Finding: None Found

**Recommendation**

Post gender use signage on the center of the door at the required height.

Recommended: See Above

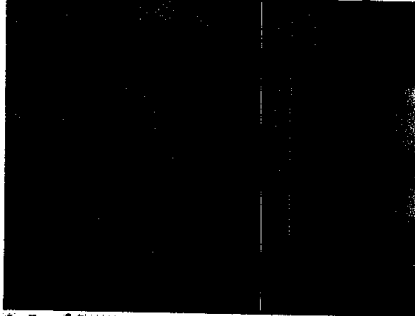
**Costing Information**

Provide compliant signage. \$158.00

**Citations**

CA 11158.5

Restroom , Door Signage : No Door Signage



1 2 of 2

Easy to use DACTrak software to manage and implement your accessibility plan

Priority  Projected Date of Completion 10/30/2010

Progress Not Started  Actual Date of Completion

Resolution Select One  Actual Cost

New Comment







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





Clients: Alum Rock Union Elementary School District ▾  
 Anthony Dorsa Elementary  
 Projects: Elementary Schools ▾  
 Locations: Administration Building ▾  
 Categories: Restrooms  
 Generate List

Element Description	Finding	Progress	Projected Completion Date	Actual Completion Date
<input type="checkbox"/> Unisex Staff Restroom Near The Library	The Title 24 gender use signage on the entrance door is not mounted at 60 inches above the finished floor.	Not Started	10/30/2010	
<input type="checkbox"/> Unisex Staff Restroom Near The Library	The signage is not mounted at the required height.	Not Started	10/30/2010	
<input type="checkbox"/> Unisex Staff Restroom Near The Library	The bottom edge of the reflective surface of the mirror is not at the correct height.	Not Started	10/30/2010	
<input type="checkbox"/> Unisex Staff Restroom Near The Library	The distance from the back wall to the front of the grab bar is less than 54 inches.	Not Started	10/30/2010	
<input type="checkbox"/> Unisex Staff Restroom Near The Library	The distance from the center of the toilet to the nearest side wall does not meet the required distance.	Not Started	10/30/2010	
<input type="checkbox"/> Unisex Staff Restroom Near The Library	The toilet is not located in a space which provides the minimum required distance from a fixture or the minimum required clear space from a wall at the wide side.	Not Started	10/30/2010	
<input type="checkbox"/> Unisex Staff Restroom Near The Library	The knee clearance space under the lavatory is less than the required minimum height.	Not Started	10/30/2010	
<input type="checkbox"/> Unisex Staff Restroom Near The Library	The lavatory does not meet the minimum required distance to the centerline of the fixture, when located adjacent to a side wall or partition.	Not Started	10/30/2010	
<input type="checkbox"/> Nurse's Office Restroom	There is no gender use signage on the entrance door.	Not Started	10/30/2010	
<input type="checkbox"/> Nurse's Office Restroom	There is no signage indicating accessibility on the latch side of the entry door of the restroom.	Not Started	10/30/2010	
<input type="checkbox"/> Nurse's Office Restroom	The bottom edge of the reflective surface of the mirror in the restroom is greater than allowed maximum for the primary age group.	Not Started	10/30/2010	
<input type="checkbox"/> Nurse's Office Restroom	The reach range of the operable parts of the seat cover dispenser in the restroom is greater than the allowed maximum height for the primary age group.	Not Started	10/30/2010	

Select items and document progress and completion dates


Element Description	Finding	Progress	Projected Completion Date	Actual Completion Date
<input type="checkbox"/> Room K2	The vertical clearance height of the door is less than 80 inches.	Not Started	10/30/2010	
<input checked="" type="checkbox"/> Room K2	The door closing device limits the required headroom clearance.	Not Started	10/30/2010	
<input checked="" type="checkbox"/> Room K2	There is no level landing at this door.	Not Started	10/30/2010	
<input checked="" type="checkbox"/> Room K1	The door closing device limits the required headroom clearance.	Not Started	10/30/2010	
<input checked="" type="checkbox"/> Room K1	The vertical clearance height of the door is less than 80 inches.	Not Started	10/30/2010	
<input checked="" type="checkbox"/> Room K1	There is less than the required latch side clearance on the push side of the door.	Not Started	10/30/2010	
<input checked="" type="checkbox"/> Room K1	The bottom of the door does not provide a smooth, uninterrupted surface, or panel to allow the door to be opened by a wheelchair footrest without creating a trap or hazardous condition.	Not Started	10/30/2010	
<input checked="" type="checkbox"/> Room K3	The door closing device limits the required headroom clearance.	Not Started	10/30/2010	
<input checked="" type="checkbox"/> Room K3	The vertical clearance height of the door is less than 80 inches.	Not Started	10/30/2010	
<input checked="" type="checkbox"/> Room K3	The bottom of the door does not provide a smooth, uninterrupted surface, or panel to allow the door to be opened by a wheelchair footrest without creating a trap or hazardous condition.	Not Started	10/30/2010	
<input checked="" type="checkbox"/> Restroom In K2	The vertical clearance height of the door is less than 80 inches.	Not Started	10/30/2010	
<input checked="" type="checkbox"/> Restroom In K1	The vertical clearance height of the door is less than 80 inches.	Not Started	10/30/2010	
<input checked="" type="checkbox"/> Restroom In K3	The vertical clearance height of the door is less than 80 inches.	Not Started	10/30/2010	
<input checked="" type="checkbox"/> Restroom In K3	There is less than 18 inches of latch side clearance on the pull side of the door.	Not Started	10/30/2010	

Projected Date:     

Actual Date:     

Progress:

Resolution:

 Select deficiencies from the list above, and enter new values below. To erase a value, leave the field blank and press Clear.

# DACTrak

- Data acquisition
- Photographs
- Federal and state accessibility codes
- Rapid & accurate results with short turn time
- Data Management
- Custom report styles –developed by DAC
- Document progress
- Web based interactive software
- Secure website
- High level of data security
- Strict confidentiality procedures

## Software and Hardware

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- NO need to purchase hardware or software
- Hosted by DAC
- No cost to the city for 3 years
- If the City wants to license DACTrak after 3 years to continue to manage the ADA plan, the cost is \$1,000 per year total cost (no individual licenses needed)



# Why Hire DAC?


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1. Experience and knowledge
2. Integrity and Quality
3. DACTrak software –easy to manage and implement plan & **GREEN**
4. Consistent, reliable and comprehensive inspections with DACTrak
5. Word of mouth –Our clients refer clients
6. Staff stability and training
7. Continuum of services & cost saving options
8. No claims record since we have been in business

# Team Performance

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- Track record of on time performance
- Contract completion within budgets
- No lawsuits or litigation
- Understands strengths, needs and culture of public entities



# Continuum of Services



- Self-Evaluations
- ADA & Section 504 Plans
- Transition/Barrier Removal Plans
- Consultation
- Plan Reviews
- Expert Witness
- Staff Development



# Experience

**Over 10,000 Inspections**  
**Hundreds of Self-Evaluations**

**Public Entities:** City and County Governments  
School Districts  
Parks and Recreation  
Other – Water Districts, California Fairs

**Federal Government:** Department of the Interior  
US Fish and Wildlife

**Public Accommodations:** Ongoing contracts with fast food restaurant chains, hotels and stores

**Assist Public Entities to Comply with DOJ and Court Ordered Agreements**

# Staff

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## **DAC Stable Staff with Longevity**

Founded 14 years ago by Barbara Thorpe

Mike Boga-Inspection Team Leader and Trainer (12 years)

Candice Pursch, Accessibility Specialist-Inspector (7 years)

Jeff Eubank, Accessibility Specialist Inspector (6years)

Jennie Grover, Director of Operations (5 years)

Srikant Talasila, IT Director (4 years)

Employees have background checks, are fingerprinted (FBI and DOJ) and are drug tested

# Claims Record

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DAC has a no claims record since the start of the business in 1998, including:

- Workers' compensation
- Professional liability
- General liability
- Auto liability

Our firm has not been debarred, suspended or declared ineligible to contract with an federal, state or local agency.

# Business Philosophy and Practice

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DAC does not engage in work or practices that oppose public entities or businesses

DAC has never provided services to oppose a public entity or assisted the plaintiff to oppose a public entity

On-time, quality, easy to manage deliverables

# Comprehensive Site Inspections

- Public right of way
- Parking
- Curbs & Curb ramps
- Entrances
- Passenger Loading Zones
- Crosswalks
- Path of Travel
- Ramps
- Elevators
- Platform Lifts
- Stairs

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## Inspections, continued....

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- Doors
- Door hardware
- Visual & Audible Communications
- Restrooms
- Drinking Fountains
- Common use areas
- Locker Rooms
- Stadiums, playgrounds, outdoor areas
- Areas of Rescue Assistance
- Etc,

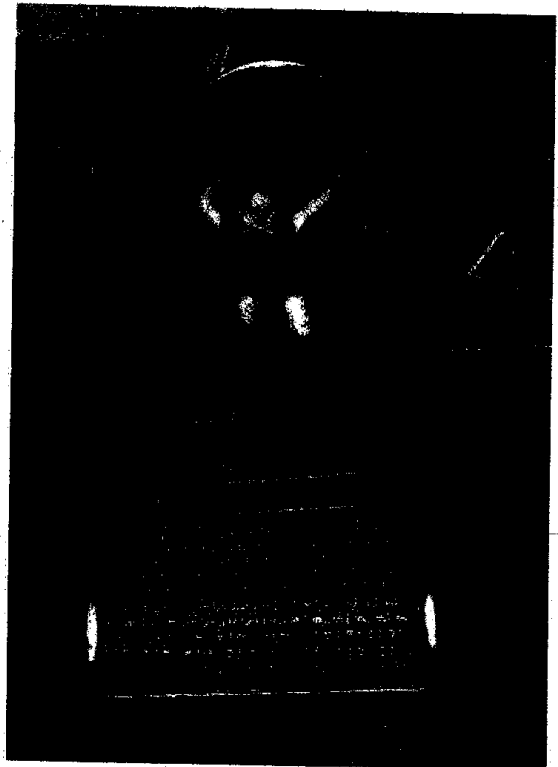
# Knowledge of Federal & State Standards

- ❑ ADAAG (ADA Standards)
- ❑ 2010 ADA Standards
- ❑ 2010 ADA-ABA Standards
- ❑ Outdoor Developed Standards
- ❑ Playground Accessibility Standards
- ❑ Federal Public Rights-of-Way Guidelines
- ❑ Federal Highway California Edition of the Manual on Uniform Traffic Control (MUTCD)
- ❑ California Building Code -Title 24

Standard that provides the greater level of accessibility

# Outdoor Developed Areas

- Certified Playground Safety Inspectors
- 2010 ADA Standards
- Trails
- Outdoor Constructed Features
- Playgrounds
- Pools
- Recreation Areas





# Staff Development

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DAC believes that staff development and training regarding Federal and State Standards is important to empower our clients to understand and apply the compliant standards –

“Do it Right the 1<sup>st</sup> Time”

US Fish and Wildlife – Outdoor Standards

ADA Center – 2010 Standards and use of DACTrak intake and management software

# What is the ADA???

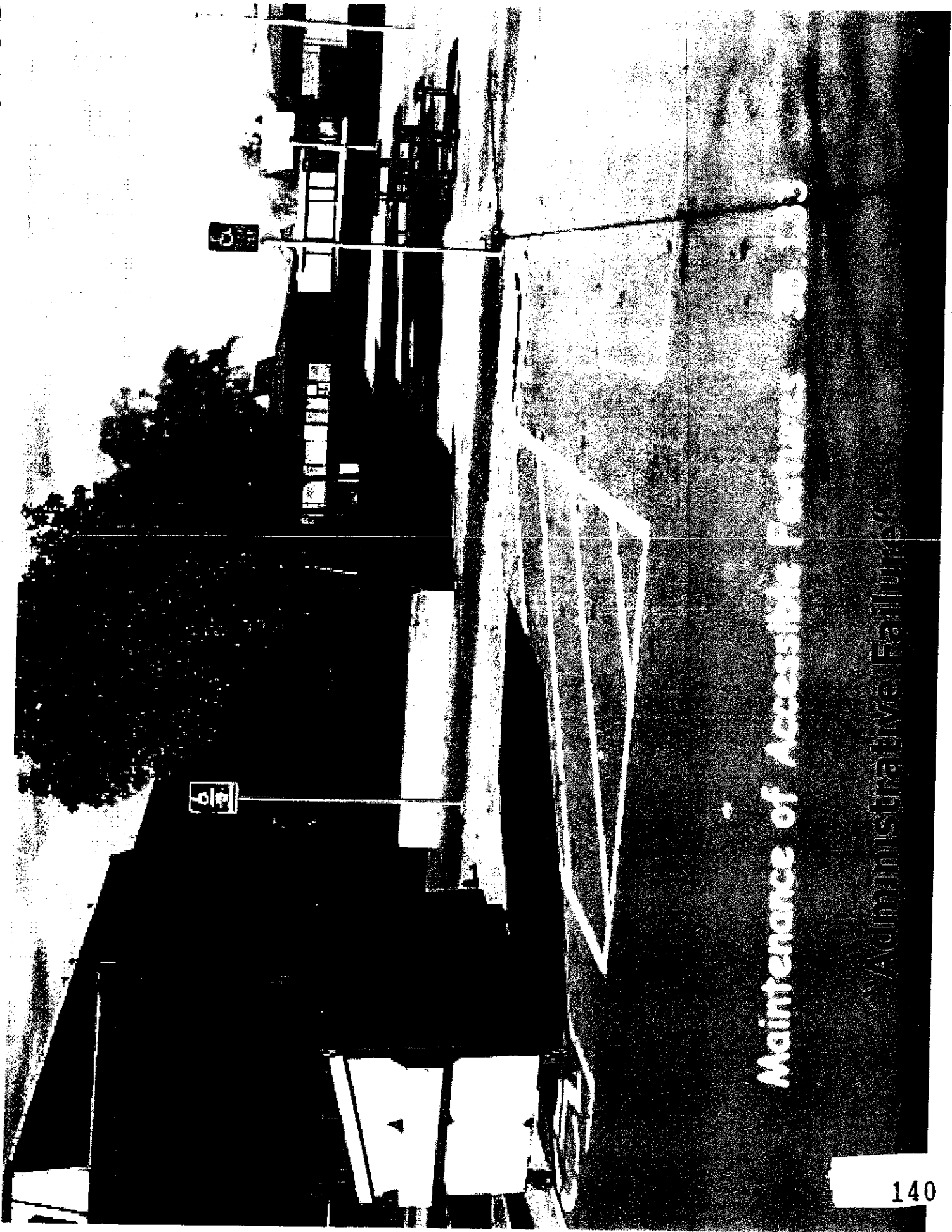
## Top 8 Answers

- American Dental Association
- Air Defense Artillery
- Average Daily Attendance
- American Dodgeball Association
- Always Doing Alterations
- Attorney's Dream Account
- Another Darn Attorney
- And the #1 answer is.....

**AMERICANS WITH DISABILITIES ACT**



# Maintaining Accessible Features

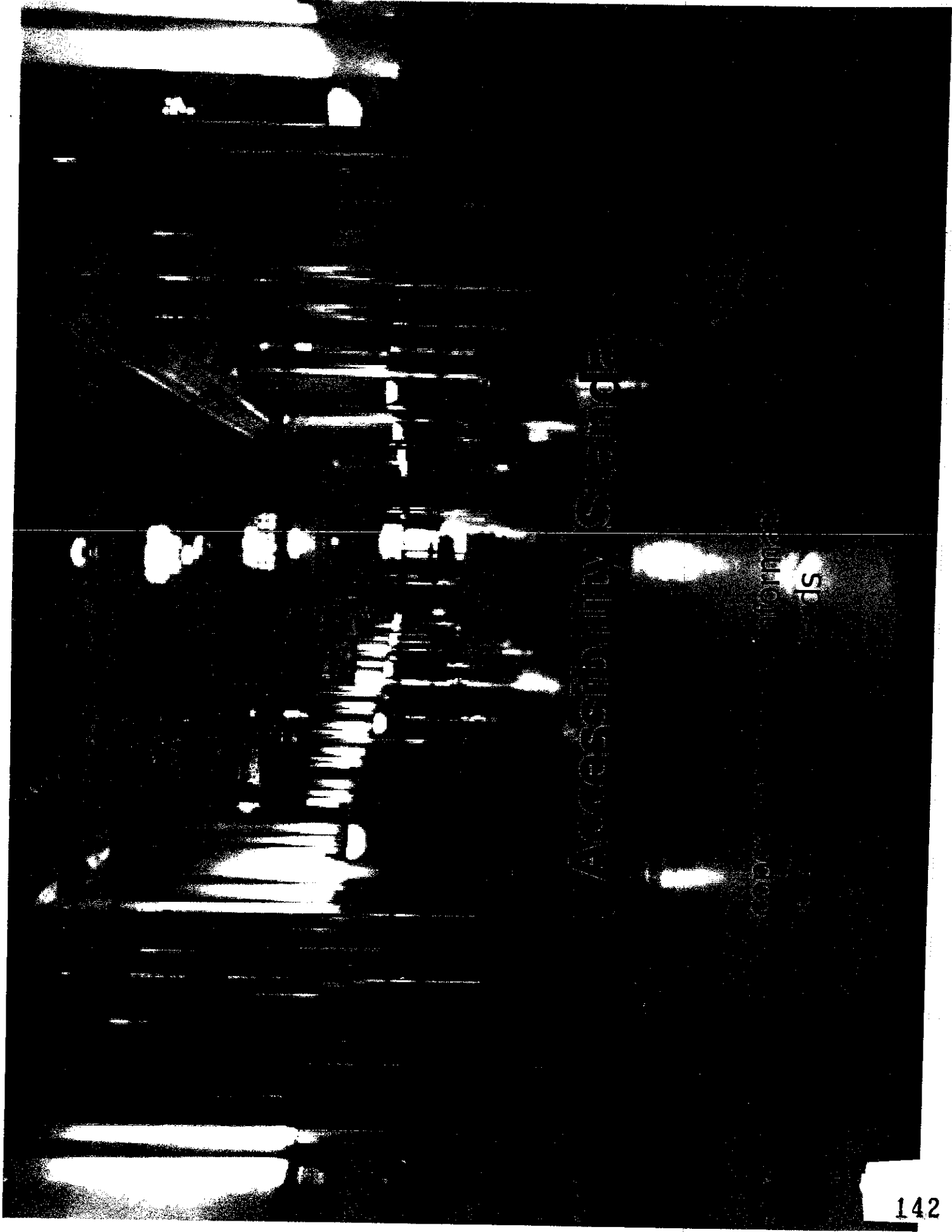


# Maintenance of Accessible Features 2013

Administrative Failures



141



ANGELIKA GERIC

10/11/11  
15

Thank you



for the opportunity  
to present our  
Accessibility Services

**Barbara Thorpe, Project Manager**

**Michael Boga, Facilities Team Leader**

## **EXHIBIT "D"**

### **SCHEDULE OF COMPENSATION**

**With the exception of compensation for Additional Services, provided for in Section 1.8 of this Agreement, the maximum total compensation to be paid to Consultant under this Agreement is One Hundred Sixty One Thousand Five Hundred Dollars (\$161,500) ("Contract Sum"). Progress billing shall be submitted monthly based on services performed and in an amount identified in Consultant's Schedule of Performance attached hereto for the work tasks performed and properly invoiced by Consultant in conformance with Section 2.2 of the Agreement. Payment terms are Net 30 days from receipt of an approved valid invoice after services have been rendered.**



**Revised Cost Proposal with Public Rights-of-Way**

**City of Palm Springs**

**April 16, 2012**

**Americans with Disabilities Act (ADA) Access Consultant Services  
(SOQ 08-12)**

The TOTAL COST for the scope of services described in the Statement of Qualifications # 08-12, the services and DACTrak software described in the response to the SOQ and the inspection of the facilities and sites listed in Attachment "B" is \$119,500.

A proposed cost for the inspection of 80 intersections is \$16,000. This cost is based upon a discounted price of \$200.00 per intersection. The intersection inspection would include components of an intersection for accessibility, including pedestrian ramps on all corners (width, slope, side flares, grooved borders, truncated domes, alignment with the crosswalk), accessible pedestrian signals, traffic stop bars and street furniture.

As the City has not finalized the miles of sidewalks at the time of this proposal, DAC proposes a not to exceed cost of \$26,000. Sidewalk inspections include the width, cross slope, running slope, changes in elevation greater than ¼ inch and changes in elevation that are not beveled up to ½ inch, obstructions in the sidewalk that obstruct or narrow the path of travel, such as protruding objects and items that narrow the required width and street furniture.

DAC can also provide training to City staff to complete the inspections of sidewalks and intersections, provide pc tablets and/or slates furnished by DAC for use by the City during inspections and provide a license to the City at no cost to upload and process reports and access to the DACTrak accessibility management system.

The total cost is \$161,500. The cost reflected is the TOTAL COST for the above services and software and includes the licensure of the DACTrak Accessibility Management Software for a period of three years after the completion of the survey for NO COST. If the City desires to continue to use the DACTrak Accessibility Management Software after 3 years, it is available at a total cost of \$1,000 per year total cost (not by individual license). The licensure fee includes data storage, updates and usage of DACTrak.

There are no other costs associated with the current scope of work or services. Most City and County governments request a total cost proposal to include all expenses. If the City requests an hourly proposal plus expenses, DAC can calculate the proposed costs using this method.

If the City requests additional services such as plan reviews, expert witness services or additional inspections, costs can be calculated at an hourly rate or an additional total cost proposal.

Submitted by:

Barbara Thorpe, President

Disability Access Consultants (800) 743-7067

[bthorpe@dac-corp.com](mailto:bthorpe@dac-corp.com)

**Scope of Services  
Americans with Disabilities Act (ADA) Access Consultant Services  
City of Palm Springs  
June 2012**

<b>Team Member</b>	<b>Task/Activity</b>	<b>Total Hours</b>	<b>Rate</b>	<b>Cost</b>
Project Manager	Meetings with City staff, coordination of tasks, staff training	84	120	10,080
Director of Operations	Schedule sites, coordination with project manager and team leaders, project updates	48	65	3,120
Facility Inspection Team Leader	Coordination of inspection team, training, quality control of field inspections	110	95	10,450
Facility Inspectors	Facility inspections of buildings, parks and public right-of ways	1612	75	120,900
Policies and Procedures Specialist	Evaluation of policies, procedures, alternate formats, communication, public input and public outreach	65	120	7,800
Information Specialist	Prepare DACTrak software, deliver software, DACTrak training	15	No charge	0
Report editors and Quality Control	Quality Assurance	80	80	6,400
Clerical Assistance	Production, printing	50	55	2,750
			<b>TOTAL</b>	<b>\$161,500</b>

**EXHIBIT "E"**

**SCHEDULE OF PERFORMANCE**

(On following page)

**Project Schedule Scope of Services and Estimated Timelines**  
**ADA Transition Plan and Self Evaluation**

It is estimated that the project activities, including public input, is 5-6 months. Activities can be completed sooner depending upon the start date of the public input process and whether the public input process is done concurrently with the site inspections or after the site inspections.

The addition of the sidewalks and intersections added approximately one month to the previously projected timelines from 4-5 months to 5-6 months. Additional staff would be allocated to complete all project activities within the 6 month period of time.

Scope of Service –Activity or Task	1	2	3	4	5	6
DAC Team Meeting with City of Palm Springs; kick-off meeting						
Project Planning, Scheduling, Procedures Review						
Review of Policies, Procedures and Practices; analysis of existing plan						
Draft Self-Evaluation of services, policies, programs and practices						
Inspections of Buildings and Parks						
Inspections of Sidewalks and Intersections						
Reports Developed and Edited						
Draft reports available for review and comments						
Public input process						
Draft prioritized self-evaluation and transition plan reports with public input						
DACTrak Software Development and software training						
Acceptance of Project Deliverables						