

SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

This SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES is dated for identification this 19th day of December 2023 and amends that certain FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES dated April 5, 2022, made by and between the Town of Los Gatos, ("TOWN") and Disability Access Consultants, LLC ("CONSULTANT") identified as a Partnership and whose address is 2862 Olive Highway, Suite D, Oroville, CA 95966.

RECITALS

- A. TOWN and CONSULTANT entered into an Agreement for Consultant Services on April 1, 2021, ("Agreement"), and a First Amendment to Agreement for Consultant Services on April 5, 2022, copies of which are attached hereto and incorporated by reference as Exhibit A to this Amendment.
- B. TOWN desires to amend the Agreement to increase the scope of work, extend the term, add to the compensation, and add to the minimum scope of insurance of the agreement.

AMENDMENT

- 1. Section 2.1 Scope of Services is amended to read as follows:

Consultant shall provide services as described in that certain Proposal dated November 27, 2023, which is hereby incorporated by reference and attached as Exhibit B.

- 2. Section 2.2 Term and Time of Performance is amended to read as follows:

This contract will remain in effect from April 1, 2021, to December 31, 2024.

- 3. Section 2.6 Compensation is amended to read as follows:

Compensation for Consultant's professional services shall be increased by \$50,000 for a total agreement amount not exceed **\$220,000**. Payment shall be based upon Town approval of each task based on Exhibit B.

- 4. Section 3.1 Minimum Scope of Insurance is amended to read:

Service Provider agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

- 5. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Town and CONSULTANT have executed this Amendment.

Town of Los Gatos, by:

CONSULTANT, by:

Laurel Prevetti
Town Manager

Tim Mahoney, General Manager

Department Approval:

Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

Attest:

Gabrielle Whelan, Town Attorney

Wendy Wood, CMC, Town Clerk

**FIRST AMENDMENT TO
AGREEMENT FOR CONSULTANT SERVICES**

**Americans with Disabilities Act (ADA) Transition Plan Project
CIP No. 812-0129**

This FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES is dated for identification this 5th day of April 2022 and amends that certain AGREEMENT FOR CONSULTANT SERVICES for the Americans with Disabilities Act (ADA) Transition Plan Project CIP No. 812-0129, dated April 1, 2021, made by and between the Town of Los Gatos, ("TOWN") and Disability Access Consultants, LLC ("CONSULTANT").

RECITALS

- A. TOWN and CONSULTANT entered into an Agreement for Consultant Services on April 26, 2021, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- B. TOWN desires to amend the Agreement to increase the scope of work and compensation of the agreement
- C. TOWN desires to amend the Agreement to extend the agreement term to December 31, 2023.

AMENDMENT

- 1. 2.2 Term and Time of Performance is amended to read as follows:

Term and Time of Performance. This contract will remain in effect from April 12, 2021 to **December 31, 2023**. Consultant shall perform the services described in this agreement as follows: (refer to *Exhibit A - Scope of Services*).

- 2. 2.6 Compensation is amended to read as follows:

Compensation. Compensation for Consultant's professional services shall not exceed **\$170,000** inclusive of all costs as described in *Exhibit B – Additional Services Proposal* dated March 17, 2022. Compensation shall be based upon TOWN approval of each task as outlined in the terms of the *Exhibit A – Scope of Services* and *Exhibit B – Additional Services Proposal*.

- 3. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the LOCAL AGENCY and CONSULTANT have executed this Amendment.

Town of Los Gatos, by:

DocuSigned by:
Laurel Prevetti 4/19/2022
853FFEA2EB39470

Laurel Prevetti
Town Manager

CONSULTANT, by:

DocuSigned by:
Tim Mahoney 4/17/2022
3894BD3D48DC463...

Tim Mahoney
Tim Mahoney - Manag
Name/Title

Recommended by:

DocuSigned by:
Timm Borden 4/17/2022
9AC05166650A487

Timm Borden
Interim Director of Parks and Public Works

Approved as to Form:

DocuSigned by:
Robert W. Schultz 4/19/2022
2FE0938555B744C...

Robert Schultz, Town Attorney

Attest:

DocuSigned by:
Shelley Neis 4/19/2022
B9666F65B1F34F6...

Shelley Neis, MMC, CPMC, Town Clerk

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on April 1, 2021) by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Disability Access Consultants, LLC, ("Consultant"), whose address is 2862 Olive Highway, Suite D, Oroville, CA 95966. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desires to engage Consultant to provide an ADA Transition Plan.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide services as described in that certain Proposal sent to the Town on March 8, 2021, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect from April 12, 2021 to December 31, 2022. Consultant shall perform the services described in this agreement as follows: (refer to Exhibit A in Scope of Services).
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services

pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

- 2.6 Compensation. Compensation for Consultant's professional services **shall not exceed \$130,000** inclusive of all costs. Payment shall be based upon Town approval of each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

- 2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.
- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to

testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

2.11 Conflict of Interest. Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

2.12 Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
- ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

3.3 Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

- 3.4 Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

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

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:

Consultant, by:

DocuSigned by:

Laurel Prevetti

4/26/2021

Laurel Prevetti, Town Manager

DocuSigned by:

Tim Mahoney

4/14/2021

Timothy J Mahoney, General Manager
Printed Name and Title

Recommended by:

DocuSigned by:

Matt Morley

4/14/2021

Matt Morley, Director of Parks and Public Works

Printed Name and Title

Approved as to Form:

DocuSigned by:

Robert W. Schultz

4/24/2021

Robert Schultz, Town Attorney

Attest:

DocuSigned by:

Shelley Neis

4/26/2021

Shelley Neis, MMC, CPMC, Town Clerk

Scope of Services

**Americans with Disabilities Act (ADA) Transition Plan
Town of Los Gatos
(CIP No. 812-0129)**



Town of Los Gatos
Parks and Public Works Department
41 Miles Avenue
Los Gatos, CA 95030



EXHIBIT A

PROJECT

Americans with Disabilities Act (ADA) Transition Plan
CIP No. 812-0129

PROJECT CONTACTS

Town of Los Gatos

Janice Chin
Parks and Public Works Department
41 Miles Avenue
Los Gatos, CA 95030
jchin@losgatosca.gov
408.395.3460

Disability Access Consultants, LLC (DAC)

Barbara Thorpe, Project Manager
2862 Olive Highway
Suite D
Oroville, CA 95965
bthorpe@dac-corp.com
800.743.7067

SCOPE OF SERVICES

The scope of services includes seven (7) tasks:

- Task A: Project Management and Coordination
- Task B: Self-Evaluation of Town Policies and Standards
- Task C: Self-Evaluation of Town Facilities
- Task D: Self-Evaluation of Town's Key Right-Of-Way Assets and Trails
- Task E: Public Outreach
- Task F: Develop the Transition Plan
- Task G: Additional Activities

PROJECT TASKS, SCHEDULE, TIMELINE, STAFF ALLOCATIONS AND BILLING RATES

The Scope of Services are outlined and described in **Tasks A, B, C, D, E, F and G**.

A project schedule and activities are included in **Table 1: Task, Activities and Timelines**. The project will be completed in seven (7) months or sooner from the notice to proceed.

Tasks, allocated staff and billing rates are included in **Table 2: Tasks, Staff and Billing Rates**.

TASK A: PROJECT MANAGEMENT AND COORDINATION

DAC shall provide the necessary project coordination, administration, management throughout the project.

DAC will organize planning and orientation meetings to be held via teleconference or virtual video conferencing when appropriate.

DAC will conduct an initial project kickoff meeting or virtual conference call with selected Town staff to clarify roles and lines of communication, refine project goals, review the overall project schedule, schedule surveys of Town facilities and identify key Town personnel related to the project scope. DAC will send a draft agenda prior to the initial kickoff meeting to the designated Town contact for review. A suggested list of attendees will be developed in collaboration with DAC and the Town.

Notes will be collected during the initial meeting and adjustments made to the project work plan as indicated by the Town. A formal kickoff meeting will subsequently be scheduled with the confirmed list of attendees with oversight responsibilities for project activities.

The project methodology is designed to develop a comprehensive plan without placing additional activities and impact upon Town staff. The initial orientation meeting will 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 accessibility initiatives will be conducted and documented to build a more defensible plan to assist the Town to defend litigation challenges.

Related documents will be reviewed and may include, but are not limited to the facility master plans, strategic plans and other related documents.

Progress reports will be issued by DAC in accordance with Town requirements. Invoice requirements and frequency of invoices will be confirmed as directed by the Town.

Deliverables: progress reports, meeting notes and recommendations and action plans.

TASK B: SELF-EVALUATION OF TOWN POLICIES AND STANDARDS

DAC will work with designated Town contacts to gain access to the Town's regulations, policies, standards, programs, and activities for evaluation according to ADA standards and California accessibility requirements. The self-evaluation will include factors for eligibility requirements and participation for persons with disabilities, methods for providing accommodations, effective communication and grievance procedures. The self-evaluation results will also include recommendations for acceptable terminology, and updates to policies that may be inadequate or not established.

As the Town's website has a large repository of documents publicly available, DAC will begin with an extensive review of information offered directly on the Town's website pages, within the Los Gatos Town Codes, and in the Town's online "Document Center" catalogue of folders. The review will first determine if the required information is available, and if so, the review will also include suggested updates or modifications to ensure the policy is compliant and inclusive when needed. If specific policies or regulations are not found, DAC will inquire with Town staff to confirm. When necessary, recommendations will be made to establish compliant policies, procedures, statements and notices.

For example, DAC will evaluate Town policies, procedures and related documents including, but not limited to:

- Grievance procedures and tracking
- Service animals
- Accommodation statements and procedures
- Other power-driven mobility devices
- Accessible seating and ticketing
- Emergency procedures
- Policies for use or lease of Town facilities
- Contracted services
- Construction standards, specifications and details
- Lease and facility use agreements
- Eligibility criteria
- Maintenance of accessible features
- Effective communication
- Auxiliary aids and services
- Social media
- New employee and volunteer training
- Planning and budgeting
- Access to programs, services, activities and events

DAC will review the provision of Town programs, services and activities to determine if there are any discriminatory practices that may deny access for persons with disabilities.

DAC will also evaluate if the Town provides required notices and postings, including but not limited to:

- Identification and contact information for the ADA and/or 504 Coordinator

- Notice of rights and statement of nondiscrimination
- Statement of reasonable accommodation on public notices
- Grievance policy and procedure
- Statement of website accessibility

DAC will also review additional available documents that have impacts on accessibility, such as the Town's Master Plan, Fee Schedules, General Plan, other planning documents and annual budget documents.

As part of the requirements for effective communication, DAC will also perform a comprehensive website accessibility review for compliance with Web Content Accessibility Guidelines (WCAG) 2.0 Level AA, which is the current level of accessibility required for Title II public entities. The evaluation will yield results for the following at minimum:

- Accessibility and compliance with WCAG 2.0 AA and Section 508
- Compatibility with all major web browsers, including Chrome, Firefox, Edge and Safari
- Search engine optimization per Google and Bing guidelines
- Broken links and spelling errors in links
- Usability with assistive technology.
- Missing alternative text in graphics and PDF documents
- Small, difficult to read text fonts

References to WCAG evaluation success criteria are included with noncompliant or incompatibility findings.

Deliverables: Executive summary of findings and recommendations for the self-evaluation; accessibility website review

TASK C: SELF-EVALUATION OF TOWN FACILITIES

DAC will survey and assess the Town buildings, facilities, parking areas, parks and open spaces, public rights-of-way to document accessibility barriers. Data and reports will be reviewed by a CASp certified DAC team member prior to being presented to the Town. The CASp designated team member that will coordinate the inspection team during the facility reviews and conduct quality control reviews will be Michael Boga (CASp-152). Candice Pursch will be the designated Team Leader for the collection of data in the field and will coordinate scheduling and monitoring of DAC team members. Weekly, or as-needed, progress updates will be confirmed and scheduled.

As required by the ADA, the 2010 ADA Standards will be compared with state codes (Title 24 of the California Building Code) and the standard that provides the greater level of accessibility utilized. The accessibility compliance standards and regulations will be applied as appropriate and may include the ADA Standards, Title 24 of the California Building Code, Public Rights-of-Way Accessibility Guidelines, California Manual on Uniform Traffic Control Devices, Caltrans Standards and other applicable federal or state accessibility codes. Cost estimates will be provided as available.

As DAC collects actual measurements of as-is field conditions and records all information, data can be reprocessed if codes change without conducting a re-inspection, thus resulting in a significant savings when codes change and the plan needs to be updated.

Reports will be provided to the Town through DACTrak, an online accessibility management program developed by DAC. Assessments and reports will include a high degree of detail with photographs, code references, cost estimates and GIS information for available exterior areas. The DACTrak software provides the user with the capability to generate reports in multiple formats such as photo and progress reports, summary and chart reports, and compliant items reports. In addition to numerous standard reporting features, DACTrak also offers the user the capability of generating custom reports. The inclusion of photographs showing the as-is condition has proven to be valuable assistance to clients in the formulation of the decisions regarding barrier removal priorities. Photographs will be taken for each finding and GIS coordinates for public rights-of-way.

The DACTrak software provides an easy-to-use accessibility management platform that exceeds the ability to

manage the plan by hard copies and binders. Use of the DACTrak software will provide the Town with an additional tool to reprioritize items depending upon the unique and ongoing needs of the Town and public comments during the public input process.

Deliverables: Facility inspections incorporated into DACTrak. DACTrak training will be provided to designated Town staff.

TASK D: SELF-EVALUATION OF TOWN'S KEY RIGHT-OF-WAY ASSETS AND TRAILS

DAC will assess the Town's public trails and selected assets in the Town's public rights-of-way (PROW) for compliance with the ADA and related accessibility standards. DAC will consult with the Town to recommend and determine the areas to be assessed.

DAC uses a comprehensive approach to inspecting accessibility of pedestrian access routes in the public rights-of-way (PROW) and trails. To conduct PROW and trail field assessments, DAC accessibility specialists walk sidewalks and trails to record manual measurements, take photographs and capture GIS coordinates (as applicable for exterior measurements) of the field conditions and enter the information into our DACTrak tablet in the field. Information captured in the field will be uploaded into the DACTrak accessibility management system.

The field survey teams are supervised by a qualified Certified Access Specialist (CAsp). Data and reports are also reviewed by a CAsp certified team member prior to being presented to the Town.

A facility report for each PROW area and trail surveyed will include detailed areas of deficiency in addition to corrective recommendations and cost estimates. The reports will be presented through DACTrak in an initial priority sort order that can be customized for implementation by the Town. The assessment will include cost estimates to correct deficiencies in accordance with the ADA, Title 24 of the California Building Code, Public Rights of Way Accessibility Guidelines, California Manual on Uniform Traffic Control Devices, or other applicable federal or state accessibility codes such as Outdoor Developed Recreational Standards.

General areas of the PROW inspections for pedestrian routes include but are not limited to the following areas: sidewalks, curb ramps, intersections, crosswalks, street furniture, bus stops and shelters, on-street parking and related items in the pedestrian access route. The following items are included:

- Sidewalks
 - Sidewalk starting and ending points and length
 - GIS location and street markers
 - Width
 - Running and cross slope
 - Changes in elevation
 - Obstructions-into the path of travel and overhead obstructions
 - Utilities and mailboxes that may interfere with the pedestrian route
 - Gratings
- Curb Ramps
 - Location including GIS
 - Curb ramp type
 - Curb ramp material
 - Ramp run
 - Ramp width
 - Side flares
 - Slope and cross slope
 - Finish
 - Contained in crosswalk
 - Detectable warnings
 - Top & bottom ramp
 - Gutter
 - Changes in elevation to bottom ramp
 - Contains water

- Crosswalks and Mid-block crossings
 - Width
 - Slope
 - Detectable warnings
 - Pedestrian head
- Intersections
 - GIS location and cross streets
 - Pedestrian signal controls and indicators
- Medians and Islands
- Roundabouts
- Trails
- Parks
- Open Space
- Bus stops and shelters
 - Type
 - Length and width
 - Boarding pad-length, width, slope and vertical clearance
 - Accessible route to shelter-slope, cross slope, width
 - Clear floor space-length, width, slope, located in shelter
 - Signage
 - Amenities accessible-trash cans, literature, information
- Benches and Street Furniture

Deliverables: Deliverables: Facility inspections incorporated into DACTrak. DACTrak training will be provided to designated Town staff.

TASK E: PUBLIC OUTREACH

DAC will advise the Town on methods to advertise for public input and solicit input into the transition plan. DAC will lead a process for interested persons, including individuals with disabilities and organizations representing individuals with disabilities, to participate in the self-evaluation process by submitting comments. The process may include hard copy and online surveys, community workshops, or other outreach methods as appropriate for the Town. Since a public outreach meeting is not required by the ADA, DAC can suggest public outreach activities that will satisfy the opportunities for public input requirements of the ADA and encourage community response, such as online and hard copy surveys. Two (2) virtual meetings for the Town council and two (2) public virtual meetings.

The process of providing opportunity for public input is designed to help ensure that the Town is successful in receiving information that will assist the Town to implement the transition plan, ensuring that the needs of the community are incorporated. Surveys will be developed for the Town to collect input from members of the community and visitors to the Town, area organizations that provide services to residents with disabilities, and from Town staff.

Surveys will be made available in multiple formats including online surveys, fillable PDF, Word documents and hard copies. The methods used for advertising the opportunities for public input will be customized for the Town to ensure that established procedures for collecting public input are followed at a minimum. Methods of advertising may include news banners on the Town's website, posts on the Town's social media accounts, an advertisement place in a local newspaper, and hard copies of the public notice displayed in public areas, such as Town Hall, community centers and libraries.

As public input is received, DAC will compile the results and include the comments in the Executive Summary provided to the Town. Input that is appropriate for the provision of programs, services and activities will be integrated into the plan. Public and staff input regarding access to facilities and barriers will assist in the development of the transition plan by assisting with the priorities and schedule for the removal of barriers.

Deliverables: Hard copy and digital surveys, notices, announcements, and a summary of public and staff comments.

TASK F: DEVELOP THE TRANSITION PLAN

Upon completion of the field assessments, DAC will present the transition plan and findings to the Town by providing login access to the DACTrak Accessibility Management software program for Town staff. DACTrak will allow Town users to generate reports in multiple formats, including PDF, Excel, KMZ and ESRI Shapefile. There are no maintenance or storage fees associated with use of the DACTrak software.

The transition plan reports provided through DACTrak will include an initial prioritization, however using the tools in DACTrak, the Town users will have the ability to customize the transition plan implementation schedule and priorities, using multiple options and criteria for mitigating barriers. The tools in DACTrak will allow the Town to create a schedule for repair, that can be adjusted as often as needed.

DACTrak is an online software program that is accessed through a web browser. There are no files or programs to download or install on the Town's computers or servers. DAC performs all maintenance and updates to the software, so there is no burden on the Town's IT staff to provide support to the DACTrak users. All support is provided by DAC.

Using DACTrak, Town staff will have the ability to view and generate multiple styles of reports for all buildings, facilities, parks, trails and public rights-of-way assessed, as well as export reports in several file types, including PDF, Excel, KML and Shapefiles. DACTrak report styles include very detailed reports as well as summary reports by facility or category to help identify and prioritize barriers, establish solutions that may apply to many locations Town-wide to assist with purchasing, and estimate probable costs for corrections.

For reports that contain exterior findings where GIS coordinates can be captured, such as sidewalks and curb ramps, the DACTrak online accessibility management software provides the Town with several ways to view the resulting reports on a map following the processing of the data collected during the field inspections. As DAC collects GIS location information for each element in the public right-of-way, data can be viewed in a map directly in the DACTrak software, as well as exported to popular map file types, including KML for viewing and managing on Google Earth and ESRI Shapefile for viewing and managing with ArcMap or other ESRI program. DACTrak provides users with several map style options and customizations, including maps that simply identify the location of each noncompliant finding, to "heat maps" that identify clusters of noncompliant findings for specific areas with color coded icons that indicate the number of noncompliant findings at a specific location.

When exporting public right-of-way data from DACTrak into a KML or Shapefile from any map style, all information associated with the finding is included, such as the reason the item is not compliant, the recommended method to remove the barrier, state and federal code references applicable to the barrier, a photograph of the item and any notes that are recorded about the element and implementation for the transition plan. Reports for public rights-of-way can also be viewed in PDF and Excel file formats, in addition to KML and ESRI Shapefile.

While the Town may present the completed ADA self-evaluation and transition plan to Town Council as an informational update on the project, it is not required or recommended that the plan be approved or adopted by Council as projected dates of barrier may need to change to align with future projects or Town priorities.

Additionally, since the data in the field is collected using our DACTrak software and exported daily for processing by our DACTrak server engines, the report data is available for editing by our Quality Control team as soon as each facility survey is completed each day. This ensures a very prompt turnaround time for the deliverables to be available to the Town. Since deliverables are provided to Town staff via logins to the DACTrak online software, there is no additional wait time for printing, binding, packaging and shipping hard copies of reports. Project deliverables are available instantly upon logging in to DACTrak. Because of the pre-planning and flexible scheduling for our projects as well as our DACTrak software to collect data and provide reports, we can provide our clients with deliverables within established project deadlines.

Staff training and support regarding the use of the DACTrak Accessibility Management System is currently included in Task F and Task G at no cost.

The DACTrak software and reports will provide the Town with the remaining three requirements:

- Identification of physical barriers in the Town's surveyed facilities that limit access to its programs or activities for individuals with disabilities;
- Detailed descriptions of the recommended methods and estimated costs to make the facilities accessible. The DACTrak management tools can also be used to identify the responsible party for structural modifications in the case of leased sites;
- The required schedule for removing the barriers is completed in collaboration with the Town. It is reasonable to assume that the Town's schedule of barrier removal will include work to be performed over multiple years, therefore the transition plan should include an estimated annual projection for barrier removal activities. The DACTrak software tools will offer the Town an ongoing method to manage and adjust the implementation plans.

Deliverables: Transition plan of physical barriers with noncompliant findings and recommendations for barrier removal.

TASK G: ADDITIONAL ACTIVITIES

As the Town has noted in the RFQ, additional services (TASK G) may be requested by the Town in addition to Task A, B, C, D, E and F and may include staff training, plan reviews, additional consultation and other activities as requested by the Town and agreed to by DAC.

Training activities for managers, supervisors, administrative staff and support staff may include:

- Roles and Responsibilities of the ADA Coordinator
- ADA Roles and Responsibilities for Front Line Staff
- ADA Roles and Responsibilities for Executive and Management Staff
- Maintenance of Accessible Facilities
- Maintenance of Accessible Public Rights-of-Way
- Using and maintaining the database
- Using and maintaining the project map
- Monitoring and updating the ADA self-evaluation and transition plan;
- Development of internal procedures for granting exemptions for Town projects.

Several of the optional training topics noted that the Town may be included in the scope of services and will be provided at no additional cost. Training at no cost includes:

- Using and maintaining the database – included with the DACTrak training
- Using and maintaining the project map - included with the DACTrak training
- Monitoring and updating the ADA self-evaluation and transition plan is included with DACTrak training

Training Topic	Course Description and Notes	Cost
Accessibility standards and regulations	<ul style="list-style-type: none"> • Requirements for ADA and Section 504 compliance, including programmatic and facility accessibility requirements. • 4-to-6-hour course 	\$1,000
Performing field inspections	<ul style="list-style-type: none"> • Training regarding data collection in the field • Includes classroom and field training. • 2 days depending on staff backgrounds and prior experience 	\$2,400 per day
Procedures for granting exemptions for Town projects	<ul style="list-style-type: none"> • Course would be interactive and include an examination of existing processes and procedures to refine current system and recommend or develop enhanced processes. • 2-to 3-hour course. 	\$500

Deliverables: deliverables may vary depending upon the additional activities selected by the Town. Curriculum and training materials would be included with staff training.

TOWN STAFF TIME

DAC's methodology for the Town's ADA Self-evaluation and Transition Plan is designed to require minimal Town staff time and resources. DAC does not require any office space, equipment or supplies. Based on experience and knowledge of the accessibility field and best practices, DAC continues to develop innovative methodologies, easy to use ADA management tools, and proven, successful strategies for evaluating programs, services, activities, events, facilities, parks and public rights-of-way.

Project Coordination

The methodology for scheduling, coordination of project, policy reviews and the analysis of programs, services and activities will be confirmed at the kickoff and planning meeting with DAC and Town staff. Involvement of Town staff will be needed to review the draft agenda for the initial start-up meeting, recommend any changes and participate in the start-up meeting.

Policies, Procedures, Programs and Services

DAC will need access to the Town's policies, procedures, ordinances, memorandums of understanding, planning and budgeting documents and related items that pertain to the administration of programs, services and activities and may require minimal staff time.

Field Surveys

As is the case with most public entities, due to the limited Town staff availability it is the intent of DAC to conduct the surveys as minimal impact on Town staff as possible. Surveys requiring Town staff assistance, such as secure, locked or alarmed areas, will be coordinated through the Town's designated contacts, and will be scheduled in a way that minimizes the impact to the regular workloads of the applicable staff members. The flexible scheduling also allows for continued efficiency of the survey process, so that there is no delay between the completion of one facility survey and the start of the next survey and allows for the anticipated survey plans to be altered quickly when unforeseen circumstances arise, such as rain prohibiting the planned survey of a park. In these situations, our survey staff would proceed to an available facility.

Data Collection and Management

DACTrak, an online accessibility management program was developed by DAC for the purpose of easy and useful importing and management of the accessibility data collected in the field. DACTrak is interactive online software and is not an enhanced excel spread sheet. The ability to collect, compile, analyze and use report data in a practical format was one of the driving forces to develop the DACTrak intake and management software.

Town staff will be provided training by DAC regarding the use of DACTrak to manage, update and implement the Town's transition plan.

During the DACTrak training, selected Town staff will be instructed regarding the methods to manage the Town's ADA Transition Plan. The transition plan data and reports provided through DACTrak will identify structural accessibility barriers, to help the Town prioritize and schedule the removal of identified barriers to develop a manageable transition plan.

Town staff will need to provide input into the timelines and estimated dates to be entered into the Transition Plan as DAC cannot unilaterally enter the dates that the Town plans to remediate the barriers without collaboration.

Public Outreach and Staff Input

DAC will provide the Town with proposed methodologies for review and comments regarding public outreach activities that may include surveys for the public and organizations that assist persons with disabilities. Staff input and approval will be needed regarding the proposed methods and sample documents provided by DAC.

Assistance will be needed regarding the dissemination of information regarding the notices to be placed on the website and posted selected Town publications and newsletters or in the local newspaper.

DAC compiles the surveys and the information collected during the public outreach portion of the project and staff surveys and input. The information is integrated into the Town of Los Gatos ADA/504 Self-evaluation and Transition Plan Executive Summary.

TABLE 1: TASKS, ACTIVITIES AND TIMELINES

Key tasks, activities and timelines are outlined in **TABLE 1** below. Timelines are represented in months.

As indicated the project timeframe is 7 months or less.

TASK	MONTH	1	2	3	4	5	6	7
A	Project Management and Coordination							
	Initial planning, orientation meeting, schedules	■						
	Review documents, prior activities	■	■					
	Overall progress reports, coordination activities	■	■	■	■	■	■	■
B	Self-evaluation of Town Policies and Standards							
	Evaluation of Town policies, programs and services		■	■	■			
	Review of related documents and plans		■	■	■			
C	Self-evaluation of Town Facilities							
	Inspections by DAC of Town facilities		■	■	■	■		
	Town review of sample of draft reports completed				■			
	Report comments integrated as indicated				■			
	Inspections completed					■		
D	Self-evaluation of Key Rights-of-Way and Trails							
	Inspections by DAC of public rights-of-ways and trails		■	■	■	■		
	Reports issued in DACTrak							■
E	Public Outreach							
	Methods for public outreach and staff input confirmed		■					
	Staff input		■	■				
	Public outreach conducted		■	■	■			
	Outreach and input comments compiled					■		
	Comments integrated into executive summary						■	
F	Develop Transition Plan							
	Priority methodology confirmed				■			
	Estimated dates of barrier removal into DACTrak						■	
	Draft of Transition Plan						■	
	Final Transition Plan							■
G	Additional Activities (as requested throughout project)							

TABLE 2: TASKS, STAFF AND BILLING RATES

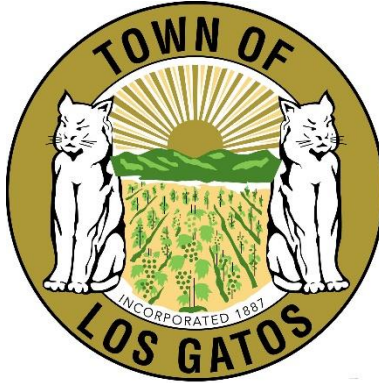
Tasks, allocated staff and billing rates are included in **Table 2: Task and Budget Worksheet** (attached).

Scope of Services

Americans with Disabilities Act (ADA) Transition Plan Town of Los Gatos

Additional Services Proposal

(CIP No. 812-0129)



Town of Los Gatos
Parks and Public Works Department
41 Miles Avenue
Los Gatos, CA 95030

March 17, 2022



EXHIBIT B

EXHIBIT BAdditional Services Amendment ProposalMarch 17, 2022PROJECT

Americans with Disabilities Act (ADA) Transition Plan
CIP No. 812-0129

PROJECT CONTACTS**Town of Los Gatos**

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41 Miles Avenue
Los Gatos, CA 95030
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408.395.3460

Disability Access Consultants, LLC (DAC)

Barbara Thorpe, Project Manager
2862 Olive Highway
Suite D
Oroville, CA 95965
bthorpe@dac-corp.com
800.743.7067

SCOPE OF SERVICES

The scope of services includes additional services to be added two (2) tasks from the original proposal and agreement:

- Task D: Self-Evaluation of Town's Key Right-Of-Way Assets and Trails
- Task G: Additional Activities/On-Call Services

TASK D: SELF-EVALUATION OF TOWN'S KEY RIGHT-OF-WAY ASSETS

The original RFQ data provided by the Town estimated the total linear miles of sidewalk at approximately 94 linear miles. Currently DAC has completed approximately 110 linear miles and estimates the total linear miles of sidewalk at closer to 160 linear miles.

The cost to complete the additional estimated 50 linear miles of Town owned sidewalk, is proposed at \$25,000.

As presented in the agreement, DAC uses a comprehensive approach to inspecting accessibility of pedestrian access routes in the public rights-of-way (PROW). To conduct PROW and trail field assessments, DAC accessibility specialists walk sidewalks and trails to record manual measurements, take photographs and capture GIS coordinates (as applicable for exterior measurements) of the field conditions and enter the information into our DACTrak tablet in the field. Information captured in the field will be uploaded into the DACTrak accessibility management system.

The field survey teams are supervised by a qualified Certified Access Specialist (CASP). Data and reports are also reviewed by a CASp certified team member prior to being presented to the Town. A facility report for each PROW area and trail surveyed will include detailed areas of deficiency in addition to corrective recommendations and cost estimates. The reports will be presented through DACTrak in an initial priority sort order that can be customized for implementation by the Town.

The assessment will include cost estimates to correct deficiencies in accordance with the ADA, Title 24 of the California Building Code, Public Rights of Way Accessibility Guidelines, California Manual on Uniform Traffic Control Devices, or other applicable federal or state accessibility codes.

General areas of the PROW inspections for pedestrian routes include but are not limited to sidewalks, curb ramps, intersections, crosswalks, street furniture, on-street parking and related items in the pedestrian access route.

The following items are included:

- Sidewalks
 - Sidewalk starting and ending points and length
 - GIS location and street markers
 - Width
 - Running and cross slope
 - Changes in elevation
 - Obstructions-into the path of travel and overhead obstructions
 - Utilities and mailboxes that may interfere with the pedestrian route
 - Gratings
- Curb Ramps
 - Location including GIS
 - Curb ramp type
 - Curb ramp material
 - Ramp run
 - Ramp width
 - Side flares
 - Slope and cross slope
 - Finish
 - Contained in crosswalk
 - Detectable warnings
 - Top & bottom ramp
 - Gutter
 - Changes in elevation to bottom ramp
 - Contains water
- Crosswalks and Mid-block crossings
 - Width
 - Slope
 - Detectable warnings
 - Pedestrian head
- Intersections
 - GIS location and cross streets
 - Pedestrian signal controls and indicators
- Medians and Islands
- Roundabouts
- Trails
- Parks
- Open Space
- Benches and Street Furniture

Deliverables: Completion of surveys for an additional 50 linear miles of Town owned sidewalk

Estimated Budget for additional 50 linear miles of Town owned sidewalk: \$25,000

TASK G: ADDITIONAL ACTIVITIES/ON-CALL SERVICES

Town may request additional “on-call” and as needed services from DAC that may include, but not limited to:

- General ADA consulting
- Assistance for the ADA Coordinator
- Code interpretation/application

- Accessibility Plan Reviews
- Annual Plan update
- Legal/claim expertise
- Data entry into DACTrak
- Transition Plan Implementation re-training
- Supplemental DACTrak training and services
- Staff Training

Estimated Budget for On-Call Services: \$15,000

DAC STAFF AND BILLING RATES

<u>TITLE</u>	<u>NAME</u>	<u>HOURLY RATE</u>
Project Manager	Barbara Thorpe	\$110
CASp	Mike Boga	\$100
Assistant Project Manager	Tim Mahoney	\$90
Director of Administrative Services	Jennie Grover	\$65
Field Team Leader	Candice Pursch	\$90
Accessibility Specialists	Various	\$75
Director of IT	Srikant Talasila	\$0

Expenses: Rates do not include travel expenses, travel time, airfare, meals, hotel, rental car

Note: If expenses are applicable, DAC will obtain authorization from the Town prior to travel.

PROPOSAL FOR ADDITIONAL SERVICES – BUDGET SUMMARY

Task D:	Additional Sidewalk Inspections	\$25,000
Task G:	On-Call/As-needed Services	<u>\$15,000</u>
	Total	\$40,000





DISABILITY ACCESS CONSULTANTS LLC
Accessibility and ADA Support Services Proposal - Monthly Fixed and On-Call



STAFF POSITIONS AND BILLING RATES									
TASKS	Project Manager	Senior Director of Accessibility Services - CASp	General Manager	Director of Administrative Services	Director of Accessibility Services	Accessibility Specialists	IT Director	Annual Cost	Monthly Cost
	\$170	\$170	\$120	\$110	\$100	\$85	\$0	(\$)	(\$)
1. Fixed Fee Services									
A. ADA program and policy support tasks									
Public Accommodation requests and review	8		8	8				\$ 3,200	
Accommodation Solutions	8		8	8				\$ 3,200	
ADA Grievance review and Response	8		4	8				\$ 2,720	
Review and Update Notices and Postings	6		4	10				\$ 2,600	
Review and update of Town's Accessibility Policies. Procedures and practices	12		6	12				\$ 4,080	
Review and update accessibility training policies	8		4	8				\$ 2,720	
Review of Town's website and report of compliance	4		4	6				\$ 1,820	
Total 1.A ADA Support	54		38	60				\$ 20,340	\$ 1,695
B. ADA Self Evaluation and Transition Plan documentation, planning and update services tasks									
Transition Plan Implementation Strategies and Review	18		16	22				\$ 7,400	
Quarterly Report and Review	2		2	8				\$ 1,460	
DACTrak Data Entry	2			40				\$ 4,740	
Annual Report	6		8	8				\$ 2,860	
Annual Planning	12		12	14				\$ 5,020	
1.B ADA SETP Documentation	40	0	38	92	0	0	0	\$ 21,480	\$ 1,790
								Annual	Monthly
Total 1.A. and 1.B Fixed Services Cost								\$ 41,820	\$ 3,485
2. On-Call/As needed									
1 Accessibility Plan Reviews									
2 Staff Training									
3. Review of construction and design standards									
4. On-site inspections									
5. Other ADA and accessibility related consulting services, as requested									
2. On-Call/As Needed	0	0	0	0	0	0	0	\$ 8,180	\$ -
ANNUAL TOTAL 1.A, 1.B and 2								\$ 50,000	
Notes	Detail								
1	Fixed Services Tasks: Town and DAC will have set monthly meetings to collaborate on tasks, determine deliverables and priorities each month.								
2	Fixed Services Costs (1.A. and 1.B): Monthly cost for 1.A will be \$1,695. Monthly cost for 1.B will be \$1,790. Total monthly cost for both will be \$3,485. Total aggregate cost for one year will be \$41,820								
3	On-Call/As Needed Cost: Total of \$8,180 is available to Town for on-call or as needed services.								
4	Total Annual Cost: \$50,000								
5	Term: Twelve (12) month, annual agreement: Monthly cost is based on a twelve month agreement. May be renewed each year.								