

**COUNTY CONTRACT FOR CONSULTANT SERVICES  
FOR  
ACCESSIBILITY CONSULTANT SERVICES**

Contract made on the \_\_\_ day of \_\_\_\_\_ in the year two thousand and sixteen.

BETWEEN the **County**: County of San Luis Obispo, hereinafter referred to as "**County**", and the **Consultant**: Disability Access Consultants (DAC) hereinafter referred to as "**Consultant**", for the following services: Professional **Accessibility Consultant Services** to prepare a San Luis Obispo County Self-Evaluation and ADA Transition Plan Update. That for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE 1 - SCOPE, COMPENSATION, TERM**

**1.1 SCOPE OF SERVICES**

1.1.1 Pursuant to this Contract, Consultant shall provide to the County the following special services described in the following Exhibits attached hereto and incorporated herein by reference as though here fully set forth:

- EXHIBIT "A" – BASIC SERVICES AND DELIVERABLES
- EXHIBIT "B" – INSURANCE REQUIREMENTS
- EXHIBIT "C" - INDEMNIFICATION REQUIREMENT
- EXHIBIT "D" – CONSULTANT STAFF LIST
- EXHIBIT "E" – CONSULTANT PAYMENT SCHEDULE
- EXHIBIT "F" - SCHEDULE OF WORK

**1.2 COMPENSATION**

County shall pay to Consultant a Fixed Fee equal to Three-hundred and seventy-nine thousand, eight-hundred and seventy dollars (\$ 379,870 ) for all work contracted in this Contract as described in Exhibit "A" – Basic Services and Deliverables, for all expenses, and billed per Exhibit "E" – Consultant Payment Schedule.

**1.3 TERM**

The term of this Contract shall commence on the \_\_\_ day of \_\_\_\_\_, 2016 and continue for a period of **Twelve (12) months**, unless said work is completed on a date prior thereto, or the term is extended by **County** approval of a written request for a time extension by the **Consultant**, or unless terminated earlier as provided for herein.

**ARTICLE 2 - RESPONSIBILITIES AND SERVICES OF CONSULTANT**

**2.1 CONSULTANT'S GENERAL RESPONSIBILITIES**

2.1.1 The following General Responsibilities shall apply to all Services under this Contract.

## 2.1.2 Standard of Care and Skill

2.1.2.1 **Consultant** must perform Services in accordance and in a manner consistent with those standards of care and degree of skill that are generally recognized as being used by competent persons in **Consultant's** area of specialty currently practicing under similar circumstances in the same geographic location. **Consultant** must perform Services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations and ordinances, including environmental, energy conservation, and disabled access requirements. Consultant will promptly correct without additional compensation to Consultant, those Services not meeting this standard.

2.1.2.2 All documents must **comply with** all regulations and standards of the County and applicable to the County during performance of **Consultant's** Services.

## 2.1.3 Sequence of **Consultant's** Services

2.1.3.1 Unless otherwise specified by **County**, **Consultant's** Services will proceed sequentially by the Tasks described in Exhibit "A" - Basic Services & Deliverables.

2.1.3.2 Each Task will establish the **Consultant's** Schedule for completion of the **Consultant's** Services applicable to this Contract.

## 2.1.4 Quality Control

2.1.4.1 **Consultant** is responsible for the technical quality of all documents prepared by **Consultant**.

2.1.4.2 **Consultant** shall provide draft documents for review and comment by **County** prior to submitting final documents. Before submitting the completed final documents to **County**, **Consultant** must check all documents for technical accuracy and coordination within and between disciplines.

## 2.1.5 Printing & Reproduction

2.1.5.1 **Consultant** must pay for all printing and reproduction cost incurred in the performance of its Services.

2.1.5.2 At **County's** written request, **Consultant** must print or reproduce selected documents. The **Consultant** may invoice the **County** for **County**-requested printing as a Reimbursable direct expense.

## 2.1.6 Meetings

2.1.6.1 In addition to meetings specifically identified in "Basic Services and Deliverables", **Consultant** must attend meetings as needed or required with **County's** officials,

staff, departments, commissions and user groups as required for the performance of **Consultant's** Services pursuant to this Contract.

2.1.6.2 If requested by the **County**, **Consultant** must prepare agendas for and take minutes of all meetings conducted/attended by **Consultant**. This includes meetings that are chaired by the **County's** Project Coordinator. In meetings with facility personnel, all discussions that involve scope, a significant design element, or project cost must be documented by the **Consultant** in the meeting minutes.

2.1.6.3 The **Consultant's** fee for attendance at and preparation of minutes for all meetings specifically identified in "Basic Services & Deliverables," will be considered included in the overall fee identified for each Task.

2.1.6.4 **County's** Project Coordinator will coordinate all meetings between **Consultant**, **County's** user groups, and the public.

#### 2.1.7 Consultant Staff

2.1.7.1 The **Consultant** has been selected to perform the work herein because of the skills and expertise of key individuals. As stated in the Consultant's Proposal for Services, **Consultant** will not be employing any Sub-Consultants for development of the project as specified in **Exhibit "E"- Consultant Payment Schedule**.

2.1.7.2 **Consultant** shall designate Barbara Thorpe whom, as long as their performance continues to be acceptable to the **County**, shall remain in charge of the services for the Project from initiation to completion of the services provided for in this Contract. Additionally, the **Consultant** must furnish the names of all other key people in **Consultant's** firm that will be associated with the Project. If the designated lead or key person fails to perform to the satisfaction of the **County** upon written notice, the **Consultant** will have 10 working days to remove that person from the Project and replace that person with one acceptable to the **County**.

#### 2.1.8 Consultant's Staff

2.1.8.1 **Consultant's** staff are identified in **Exhibit "D"- Consultant Staff List**, and are subject to the requirements set forth herein.

2.1.8.2 Changes to **Consultant's** staff are subject to approval as an amendment to the Contract.

## 2.2 RESPONSIBILITIES OF THE CONSULTANT

2.2.1 Commencing with a written Notice to Proceed, **Consultant** will provide the services as described in the following Exhibits attached hereto and incorporated herein by reference as though here fully set forth:

- a. EXHIBIT "A" – Basic Services and Deliverables
- b. EXHIBIT "B" – Insurance Requirements
- c. EXHIBIT "C" - Indemnification Requirement
- d. EXHIBIT "D" – Consultant Staff List

- e. EXHIBIT "E" – Consultant Payment Schedule
- f. EXHIBIT "F" - Schedule of Work

2.2.2 In the performance of **Consultant's** services under this Contract, **Consultant** agrees that he will maintain such coordination with County Personnel as may be requested and desirable for overall project coordination.

2.2.3 Neither the **County's** review, approval of, nor payment for, any of the services required under this Contract shall be construed as a waiver of any rights under this Contract, and the **Consultant** shall be and remain liable to the **County** in accordance with applicable law for all damages to the **County** caused by the **Consultant's** failure to perform any of the services required under this Contract.

2.2.4 The **County** shall be entitled to rely upon the **Consultant** for the proper performance of services undertaken by **Consultant** pursuant to the Contract between **County** and the **Consultant**.

### ARTICLE 3 - RESPONSIBILITIES OF THE COUNTY

3.1 The **County** shall designate a representative, as Project Coordinator, authorized to act in the **County's** behalf with respect to the Project. The **County**, or such authorized representative, shall examine the documents submitted by the **Consultant** and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the **Consultant's** services.

3.2 The County shall provide the **Consultant** with all design and construction information in its possession which is reasonably necessary for the performance of the work described herein.

3.3 The **County** shall review documents prepared by the **Consultant** and render decisions in a timely manner to avoid unreasonable delay in the progress of the project.

3.4 The **County** shall arrange for the **Consultant** to gain access to the County facilities as necessary to complete its services under this Contract.

3.5 Upon the written request of the **Consultant**, the **County** shall furnish a legal description, parcel map, topographic map, and easements for the site.

3.6 The **County** shall furnish information from soils and geotechnical investigations, environmental studies, and other testing and studies conducted by the County.

3.7 **County** shall, with reasonable promptness, provide **Consultant** available information regarding the requirements for the Services.

3.8 **County** shall give prompt written notice to **Consultant** whenever **County** observes or otherwise becomes aware of any development that affects the scope or timing of **Consultant's** Services.

3.9 **County** Provided Information

- 3.9.1 If required for the Project, **County** shall provide **Consultant** use of record, survey and resource documents as are available.
- 3.9.2 **Consultant** must make a written recommendation to the **County** regarding the completeness or sufficiency of any surveyor specialized study provided to **Consultant**, or the need for any study or survey that the **Consultant** believes is required for the Project that is not included within **Consultant's** Services.

**ARTICLE 4 - COMPENSATION AND METHOD OF PAYMENT**

- 4.1 The **County** will pay the **Consultant** a Fixed Fee equal to Three-hundred and seventy-nine thousand, eight-hundred and seventy dollars (\$ 379,870) for all work contracted in this Contract as described in Exhibit "A"- Basic Services and Deliverables, for all expenses, and billed per Exhibit "E" - Consultant Payment Schedule.
- 4.2 Prevailing Wages
  - 4.2.1 **Consultant** acknowledges that work performed on site to support the Services under this CONTRACT are a public work within the meaning of California Labor Code Section 1720 and that the requirements of Section 1771, et. seq. apply to such public work. **Consultant** has included (and will include) consideration for this obligation in calculating compensation under this CONTRACT.

**ARTICLE 5 - REIMBURSABLE EXPENSES**

- 5.1 **REIMBURSABLE EXPENDITURES:** Reimbursable expenses are in addition to compensation for services provided under Hourly Rate Fee Schedule and include expenses for long-distance communication, reproduction, and postage. Reimbursable expenditures shall be billed per Exhibit "E"- Consultant Payment Schedule, item 1.4.3, Reimbursable Fee Schedule.
  - 5.1.1 The costs for printing plans, documents, and other submittals for review and other County use is a reimbursable expense. County shall be provided an electronic file of documents to provide the option of the county printing documents for meetings and presentations.

**ARTICLE 6- PAYMENT**

- 6.1 **County** will endeavor to make payments within thirty (30) calendar days after the Project Coordinator's approval of the **Consultant's** correct Payment Request.
- 6.2 **Consultant** will submit Payment Requests (invoices) not more than once each month.
- 6.3 **County** may, at its discretion, adjust any progress payment so that it corresponds with the percentage of completion as reasonably determined by **County**.
- 6.4 **CONSULTANT** shall invoice **COUNTY** monthly for all Services rendered and Reimbursable Expenses incurred pursuant to this Contract, and each invoice shall be due and payable upon receipt by **COUNTY**. **COUNTY** shall notify **CONSULTANT** in writing of any disputed amount contained on an invoice within fifteen (15) calendar days from the date of invoice. The invoices shall be in a form (substantively) acceptable to **COUNTY**.
- 6.5 Compensation due **CONSULTANT** under this Contract is due and payable to: Disability Access Consultants, 2243 Feather River Blvd, Oroville, CA 95965 Attn: Dave Albers

or at such other location as may be specified by **CONSULTANT** in writing.

#### **ARTICLE 7 - PAYMENT FOR EXTRA WORK OR CHANGES**

- 7.1 Extra work or changes in the scope of work, time of performance, and amount of compensation, shall be authorized in writing prior to commencement of the work by the Public Works Director. Claims for Payment for approved extra work must be submitted by **Consultant** within 30 days of completion of such work, and must be accompanied by a statement of itemized costs covering said work. Payment will not be authorized until said work is satisfactorily completed and approved by the Project Coordinator.
- 7.2 Extra work or changes in the work shall be performed either on an hourly rate basis with maximum value, or on a negotiated fixed fee basis. The compensation for extra work shall be negotiated using the rates specified in Exhibit "E", item 1.4.3, Hourly Rates Fee Schedule. These rates shall be used as information to assist in arriving at a Negotiated Fee for Additional Services.

#### **ARTICLE 8 - MODIFICATION OF CONTRACT**

- 8.1 This Contract may be modified only by a written amendment signed by the **County** and the **Consultant**. All modifications must be in writing and signed by the **County** representative with the authority to modify this Contract.
- 8.2 Should significant changes to the scope of services, including budget, size, complexity, or infrastructure warrant the modification of the Services defined in this contract then such changes in the scope of services shall be modified only by a written agreement signed by the **County** and the **Consultant**.

#### **ARTICLE 9 - COST DISCLOSURE - DOCUMENTS, RECORDS AND WRITTEN REPORTS**

- 9.1 Pursuant to State of California Government Code, Section 7550, if the total cost of the Contract is over \$5,000, the **Consultant** shall include in all final documents and in all written reports submitted, a written summary of cost, which shall set forth the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The Contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.
- 9.2 Pursuant to State of California Government Code, Section 8546.7, every **County** contract involving the expenditure of more than \$10,000 in public funds is subject to examination and audit of the Auditor General for a period of three years after final payment under the contract. **Consultant** shall maintain books, records, documents and other evidence, accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this **Contract**. The foregoing constitutes "records" for the purposes of this paragraph. **Consultant** shall maintain and preserve, until three years after termination of this Contract, and permit the State of California or any of its duly authorized representatives, including the Comptroller General of the United States, to have access to and to examine and audit any pertinent books, documents, papers and records of **Consultant** related to this contract. **Consultant** and **County** shall ensure the confidentiality of any records that are required by law to be so maintained.

- 9.3 Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the Auditor-Controller Contract Accounting and Administration Handbook, (Handbook) which contains the minimum required procedures and controls that must be employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County. The Handbook is available at <http://www.slocounty.ca.gov/AC/>, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo CA, 93408, The Office of Management and Budget (OMB) circulars are available at <http://www.whitehouse.gov/omb/circulars>.

#### ARTICLE 10 - SCHEDULE OF WORK

- 10.1 The **Consultant** shall commence work under this Contract upon receipt of a Notice to Proceed and shall prosecute the work diligently. Time is of the essence and failure of the **Consultant** to perform work on time is a material breach of this Contract. A Notice to Proceed means a written notice to proceed, authorizing the **Consultant** to perform work under this Contract. The Notice to Proceed shall be issued by the Public Works Director or Deputy Director.

#### ARTICLE 11 - CONFLICT OF INTEREST

- 11.1 The **Consultant** represents that it is familiar with Government Code sections 1090 and 87100. The **Consultant** represents, covenants, and warrants that the **Consultant** has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be employed by the **Consultant**.
- 11.2 Per Government Code Section 1090, no officer or employee of the **County** shall be financially interested in any contract made by them in their official capacity, or by anybody or board of which they are members. The **Consultant** is subject to the requirements of the Political Reform Act as promulgated by the Fair Political Code of Regulations, Title 2, Section 18000 et seq. The **Consultant** shall at all times comply with the applicable provisions therein, including, but not specifically limited to the California Code of Regulations, Title 2, Chapter 7 "Conflicts of Interest," section 18700 et seq. The **Consultant** shall also comply with all applicable provisions of other laws pertaining to conflict of interest requirements. If the **Consultant** must declare a conflict of interest, the **Consultant** shall forthwith report the conflict, in writing, to the **County** and shall provide any additional details requested by the **County** in a timely manner.

#### ARTICLE 12 - STATUS

- 12.1 The **Consultant** shall, during the entire term of the Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall be construed, to create an employer-employee relationship, a joint venture relationship, or to allow the **County** to exercise discretion or control over the professional manner in which the **Consultant** performs the services which are the subject matter of this Contract. The services to be provided by the **Consultant** shall be provided in a manner consistent with all applicable standards and regulations governing such

services.

- 12.2 The **Consultant** understands and agrees that **Consultant's** personnel are not and will not be eligible for membership in or any benefits from any **County** group plan for hospital, surgical or medical insurance or for membership in any **County** retirement program or for paid vacation, paid sick leave or other leave, with or without pay, or for other benefits which accrue to a **County** employee.

#### **ARTICLE 13 - WARRANTY OF CONSULTANT**

- 13.1 The **Consultant** warrants that the **Consultant** and each of the personnel employed or otherwise retained by the **Consultant** are, and will remain throughout the entire duration of this Contract, properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

#### **ARTICLE 14 - COVENANT AGAINST CONTINGENT FEES**

- 14.1 The **Consultant** warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for them, to solicit or secure the Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **Consultant**, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of this warranty, the **County** shall have the right to annul this Contract without liability, or at its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

#### **ARTICLE 15 - NONDISCRIMINATION**

- 15.1 The **Consultant** shall comply with laws and regulations governing nondiscrimination in employment.
- 15.2 **Nondiscrimination.** The **Consultant**, with regard to the work performed by them during the Contract, shall not discriminate on the grounds of race, color, national origin or sexual orientation in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The **Consultant** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulation.
- 15.3 **Solicitation for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitation, either by competitive bidding or negotiation, made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the **Consultant** of the **Consultant's** obligations under this Contract and the regulations relative to nondiscrimination on the grounds of race, color, national origin or sexual orientation.
- 15.4 **Prohibition.** There shall be no discrimination against any person employed pursuant to this Contract in any manner forbidden by Government Code section 12940, et seq, or any other law. Gender and other forms of harassment are included in this prohibition as a form of discrimination.

- 15.5 **Harassment Warranty and Liability.** All **Consultants** have a contractual obligation to become fully trained and knowledgeable regarding behavior prohibited by law as harassment and at all times to comply with and ensure that all persons performing this Contract comply with an appropriate standard of conduct. Every **Consultant** who violates harassment laws shall be liable to the **County** for all claims, demands, damages, costs, expenses and attorney's fees incurred by the **County** as a result of behavior of any of the **Consultant's** personnel performing this Contract.

#### **ARTICLE 16 - SUSPENSION OF SERVICES**

- 16.1 **County** may, without cause, order **Consultant** to suspend, delay or interrupt ("suspend") services pursuant to this Contract, in whole or in part, for such periods of time as **County** may determine in its sole discretion. **County** shall deliver to **Consultant**, written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an excusable delay and **Consultant** shall be compensated for such delay to the extent provided under this Contract.
- 16.2 Notwithstanding anything to the contrary contained in the Section, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which **Consultant** is responsible.

#### **ARTICLE 17 - TERMINATION FOR CONVENIENCE**

- 17.1 **County** shall have the right to terminate this Contract, without cause, by giving not less than seven (7) days written notice of termination.
- 17.2 If **Consultant** fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, the County may terminate this Contract immediately upon written notice.
- 17.3 The Public Works Director is empowered to terminate this Contract on behalf of County.
- 17.4 In the event of termination, **Consultant** shall deliver to County copies of all reports, documents, and other work prepared, or drafts thereof, by **Consultant** under this Contract, if any, and upon receipt thereof, County shall pay **Consultant** for services performed and supplies, materials, and equipment provided by **Consultant** to the date of termination.

#### **ARTICLE 18 - TERMINATION OF CONTRACT FOR CAUSE**

- 18.1 If the **Consultant** fails to perform **Consultant's** duties to the reasonable satisfaction of the County, or if the **Consultant** fails to fulfill in a timely and professional manner the **Consultant's** obligations under this Contract, or if the **Consultant** shall violate any of the terms or provisions of this Contract, or if the **Consultant**, **Consultant's** agents or employees exercise behavior while on the project that is of such a nature, in the opinion of the County, as to bring discredit upon the County, the County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to the **Consultant**. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. The **Consultant** shall be paid for all work authorized under this Contract and satisfactorily completed prior to the effective date of such termination as determined by the

**County.**

**ARTICLE 19 - ENTIRE CONTRACT AND MODIFICATION**

- 19.1 This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. The **Consultant** shall be entitled to no other benefits than those specified herein. The **Consultant** specifically acknowledges that in entering into and executing this Contract, the **Consultant** relies solely upon the provisions contained in this Contract and no others.

**ARTICLE 20 - NON-ASSIGNMENT OF CONTRACT**

- 20.1 Inasmuch as this Contract is intended to secure the specialized services of the **Consultant**, the **Consultant** may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the **County** and any such assignment, transfer, delegation or sublease without the **County's** prior written consent shall be considered null and void.

**ARTICLE 21 - ENFORCEABILITY**

- 21.1 If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**ARTICLE 22 - LAW; VENUE**

- 22.1 This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract, or any claims or disputes arising hereunder, shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

**ARTICLE 23 - INDEMNIFICATION**

- 23.1 The **Consultant** shall agree to the indemnification provisions as defined in **Exhibit "C" "Indemnification Requirement"**.

**ARTICLE 24 - INSURANCE**

- 24.1 The **Consultant** shall procure the required insurance coverage as defined in **Exhibit "B" "Insurance Requirements"**.

**ARTICLE 25 - OWNERSHIP OF DATA**

- 25.1 The Ownership of all data collected for use by the **Consultant** under this Contract, together with working papers, diagrams, and other material necessary to a complete understanding of the program and necessary for the practical use of the program shall be vested in the **County** following compensation to the **Consultant** for services covered by the terms of this Contract. The **Consultant** may retain a copy of all work for his own use.

- 25.2 The **Consultant** shall provide copies for each Deliverable item, in quantities as specified in Exhibit "A", to the **County** as part of this Contract.
- 25.3 The **Consultant** shall perform the work required under this Contract with the assistance of Computer Aided Design and Drafting (CADD) technology, and MS Word/Excel. The **Consultant** shall deliver to the **County** CD's or DVD's containing all project files in editable format. Drawing files shall be in unprotected ".dwg" format and all other documents and specifications shall be in delivered to the **County** on disc in unprotected MS Word/Excel/Publisher format. PDF's are not acceptable as editable documents.
- 25.3.1 In order to precisely document CADD and other documentation/information given to the **County**, both the **Consultant** and the **County** shall each sign a "hard" copy of reproducible documents that depict the information distributed at the time of delivery. The **County** agrees to release the **Consultant** from any liability, damages, and/or claims that arise limited to the editing by others of specific portions of the work that occur subsequent to the consensually signed deliverable documentation/information.
- 25.3.2 Any reuse of the documents prepared under this Contract without written verification or adaptation by the **Consultant** for the specific purpose intended shall be at the **County's** sole risk and without liability or legal exposure to the **Consultant**.
- 25.4 In the event of early termination, the **Consultant** shall furnish the **County** all finished or unfinished Documents; data; surveys; calculations; diagrams and technological data and reports prepared by the **Consultant** under the terms of this Contract and in the editable formats described in Section 22.3 above.
- 25.5 Thereafter, if the **County** should determine to complete the original project or substantially the same project, the **County**, for such purposes, shall have the right of utilization of any original programmatic documents, tracings, drawings, calculation, specifications, estimates and other documents prepared under this Contract by the **Consultant**. The **County** agrees to credit the **Consultant** with limited authorship, if requested by the **Consultant**.

## ARTICLE 26 - COMMUNICATIONS

Communications between the parties to this Contract shall be sent to the following addresses:

**County:** County of San Luis Obispo, Public Works  
 Facilities Planning Division  
 1087 Santa Rosa Street  
 San Luis Obispo, CA 93408  
**Attn:** Margaret Mayfield, Assoc. Capital Projects Coordinator

**Consultant:** Disability Access Consultants  
 2243 Feather River Blvd  
 Oroville, CA 95965  
 Attn: Barbara Thorpe

## **ARTICLE 27 - FORCE MAJEURE**

- 27.1 Should Services be delayed at any time during the period of this Contract due to changes ordered in the Services by **COUNTY**, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond **CONSULTANT**'s control, or by other causes which the **COUNTY** determines may justify the delay, then an extension for performance of this Contract may be granted to **CONSULTANT** by **COUNTY** through written mutual agreement.

## **ARTICLE 28 - STANDARD OF PERFORMANCE**

- 28.1 Services provided by **Consultant** under this Contract shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic location. **Consultant** will promptly correct without additional compensation those Services not meeting this standard.

**ACCESSIBILITY CONSULTANT SERVICES for the County of San Luis Obispo.**

ACCEPTED AND AGREED this 18 day of April, 2016.

**CONSULTANT:**

BY: Barbara Thorpe  
Barbara Thorpe

TITLE: President

(Corporate Seal)

**CORPORATE CERTIFICATE**

I, Timothy Mahoney, certify that I am the Secretary of the Corporation named as **Consultant** in the foregoing Contract; that who signed said Contract on behalf of the **Consultant**, was then Secretary of said Corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

**COUNTY OF SAN LUIS OBISPO**

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL  
County Counsel

BY: DAVID STOTLAND  
Deputy County Counsel

DATE: 4/21/16

**RECOMMENDED BY:**  
WADE HORTON  
Public Works Director

DATE: 04 MAY 2016

**COUNTY:  
COUNTY OF SAN LUIS OBISPO**

By: \_\_\_\_\_  
Chair of the Board of Supervisors

Approved by Board action on:  
\_\_\_\_\_, 2016

ATTEST:  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

## **EXHIBIT A – BASIC SERVICES AND DELIVERABLES**

The scope of services shall include the following tasks. The Consultant shall assume a minimum of three (3) meetings with County staff per Task. Some items in each Task may overlap or be concurrently performed.

### **Task 1: ADA Assessment Report**

#### **1.1 Research and Investigation, Project Management, Meetings and Training**

DAC will review information provided by the County for verification and provide suggestions and advisement, if needed, on updating the list of County facilities. The evaluation will include existing documents, reports and studies related to each public facility, such as maps, site plans, floor plans and other reference documents.

#### **1.2 Assessment of the 1996 ADA Transition Plan**

DAC will provide an assessment of the County's progress on the original transition plan from 1996, and identify elements or facilities that were compliant with ADA codes in 1996 and which may be compliant with current standards.

### **Task 2: Policy Survey**

- a) DAC will conduct and provide an evaluation of current programs, service and activities and provide the County with advisement on any that may be considered discriminatory. The review will evaluate current levels of program and service accessibility, including eligibility requirements, facilities used, staffing transportation, communication and emergency procedures.
- b) DAC will make recommendations for modifications to any programs, services or activities that may be considered discriminatory.
- c) DAC will provide the County with an assessment report of policies, practices and procedures.

### **Task 3: Public Participation and Outreach**

- a) DAC will prepare program materials, compile responses to Public Outreach questionnaires and assist the County in eliciting public input into the ADA Transition Plan process, as necessary.
  - DAC will assist the County to solicit input from members of the community and persons with disabilities. Methods will be utilized to solicit public input may include notices, information on the website and distribution of surveys.
  - DAC will identify whether barriers exist that prevent persons with disabilities from accessing programs, services and activities provided by the County.
  - DAC will document the nature of the program, service or activity and the deficiency in accessibility by persons with disabilities.
  - DAC will suggest and document changes in procedures, policies and/or facilities to alleviate the deficiencies and to document potential alternative methods for providing the program, service or activity to ensure full access.
- b) DAC will assist the County in organizing a Project Kick off Workshop meeting with the County's ADA Project Team or designee to receive initial input into the process. DAC will attend the workshop, maintain a record of the proceedings and comments and be prepared

- to answer questions.
- c) DAC will assist the county with organizing a Plan Review Workshop to present the draft plan to the community and receive initial input on the plan. DAC will attend the workshop, maintain a record of the proceedings and comments and be prepared to answer questions.
  - d) DAC will provide options and recommendations regarding the involvement of staff, community, organizations that represent persons with disabilities and others in the process of preparation of a Self-Evaluation plan.

#### **Task 4: Facility Accessibility Assessments**

##### **4.1 Facility Survey**

- a) DAC will conduct field surveys of the buildings and facilities that provide programs services or activities to the public, as listed in the property schedule and as suggested and confirmed the kick off meeting.
- b) Surveys will identify all physical barriers (interior and exterior) including the path of travel in and around the facility and from the public right-of-way at each site in accordance with Title 24 of the California Building Code and the ADA Standards (previously referred to as ADAAG).
- c) As required by the ADA, the 2010 ADA Standards will be compared with state codes (Title 24 of the California Building Code) and the standard that provides the greater level of accessibility utilized. As DAC collects as-is field conditions and records all information, data can be reprocessed if codes change without conducting a re-inspection, thus resulting in a significant savings when codes change and the plan needs to be updated.
- d) Provisions and standards for historic buildings will be applied as appropriate.
- e) DAC understands that the County does not want to include facilities that are not subject to accessibility requirements.

##### **4.2 Facility Report and Diagrams**

- a) Assessments and reports will include a high degree of detail with photographs, code references, and cost estimates. The DACTrak software and reports will include additional specifics, such as as-built dimensions, progress reports, additional prioritizations, preset reporting features and other custom reports. Reports will be delivered in the format requested, and reports will also be available using DACTrak. The inclusion of photographs showing the as-is condition has proven to be valuable assistance to clients in the formulation of the decisions regarding barrier removal priorities. The DACTrak software provides an easy to use accessibility management platform that exceeds the ability to manage the plan by hard copies and binders. The assessment report of each facility will include cost estimates to correct deficiencies in accordance with the ADA, Title 24 of the California Building Code.
- b) 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 County may utilize.
- c) 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 County

programs, services or activities for individuals with disabilities. The schedule for removal of barriers and appropriate timelines will be developed in consultation with the County.

- d) The field survey information will be presented to the County as requested using the DACTrak web-based accessibility management system. Many different types of reports will be available to the County. Feedback will be incorporated as appropriate.
- e) The survey data will be compiled into a Transition Plan which will identify actual as-is conditions and prioritize current barriers, provide a schedule for barrier removal, as well as establish procedures for addressing future accessibility issues. The Transition Plan data is able to be exported to Excel or PDF formats. The Transition Plan data will include photographs, findings, recommendations, code references, estimated costs, priority settings (in addition to prioritized report) in accessibility software for accessibility management. Photographs and GIS coordinates are valuable for the development of the transition plan.
- f) The Transition Plan data will be provided using DACTrak which has management, monitoring, and web-based tracking tools that allow staff to manage current and future accessibility issues, update the deficiency status, and generate reports to show progress in meeting the Transition Plan requirements.

#### **4.3 Alternatives**

- a) DAC will evaluate whether the County is in compliance with Title II ADA requirements, identify deficiencies, and provide specific, written recommendations identifying the steps necessary to secure compliance;
- b) DAC will develop an estimated current cost for suggested changes or alternative program, service or activity delivery methods;
- c) DAC will provide remarks concerning the relative priority for remediation to be considered in the development of the ADA Transition Plan.

#### **Phase II: Implementation Phase – Development of Self-Evaluation and Transition Plan Update**

##### **Task 5: Self Evaluation and Transition Plan Update**

- a) DAC will develop, in collaboration with the County a comprehensive ADA Self-Evaluation and Transition plan for facilities, buildings, and parks.
- b) DAC will develop a first draft of the ADA Transition Plan with recommended priority levels.
- c) DAC will meet with the County to review the draft document and incorporate any comments, changes or feedback.
- d) DAC will prepare and produce a second draft if necessary with a detailed description of the barrier and the proposed method for barrier removal.
- e) DAC will assist the County in preparation of procedures and forms for monitoring implementation.
- f) DAC will assist the County in preparation of procedures and forms for performing evaluations of additional barriers.
- g) DAC will assist the County in preparation of procedures and forms for filing Requests for Accommodation.
- h) DAC will train the County in the use of the DACTrak web-based accessibility management system to prepare reports as well as update and manage the ADA Plan.
- i) DAC will provide references and contact information as needed to ADA and accessibility

related resources.

j) DAC will provide an executive summary of the project.

### **Task 6 Project Database**

DAC will develop a database to be used by County staff for ongoing monitoring and updating of the transition plan, and also to use as a reference for estimating and budgeting projects. This database will also act as a record of compliance improvements as they are made.

The database will correlate all components of the transition plan including but not limited to the Compliance and Facility reports, Facility Diagrams, Transition Plans, reference drawings, standard drawings and photographs. The information contained in the database will be the property of the County of San Luis Obispo when the ADA Transition Plan compilation is complete.

DAC will provide the County with DACTrak accessibility management software for a period of 5 years at project completion. DACTrak is a web-based monitoring, tracking, and management system that allows users to review and update progress in barrier removal, and to generate many different styles of reports to document progress. DACTrak contains one or more integrated photographs that are attached to the finding, eliminating the need to reference another area or report supplement. DACTrak is an actual accessibility management software, not just electronic database of items contained in the Facility Survey Report.

- DAC will license DACTrak to the County to manage all of the field data collected, print custom reports, document progress, estimate costs and perform other management functions;
- Data collected will be the property of the County should the County decide for any reason not to continue to use the DACTrak accessibility intake and management software system;
- DACTrak will include and provide correlation with field data collected, reports, transition plans, drawings, code references, estimated costs and photographs for each noncompliant accessibility item or element;
- Reference maps for GIS information will be provided in addition to a linked mapping system for each item;
- DACTrak provides a description, location and record number for each barrier that allows the user to access the information and location

### **Deliverables**

Deliverables will include a comprehensive analysis of County programs, services and activities with a description of policies to be developed or changed, if indicated, and a remediation plan to remove programmatic barriers. This document will also contain a summary of the methods conducted for the public input process and the impact upon the County ADA Self-Evaluation and Transition Plan.

All project deliverables are the property of the County for unlimited use and distribution. The transition plan will be delivered in a web-based software format to allow for easy documentation of the implementation plan.

The DAC accessibility specialist record detailed, as-is measurements for each accessibility item and element. DAC does not record a “yes” or “no” response. The measurements are recorded into a tablet with the associated photo and are exported daily to the servers for processing in accordance with the

applicable federal or state code or standard. Use of a standardized form on a tablet versus a checklist provides to greater consistency and accuracy between inspectors. The exports are immediately viewable by our quality control editors and by our CASp team leader.

Deliverables:

- TASK (1) – ADA ASSESSMENT REPORT
- TASK (2) – POLICY SURVEY REPORT
- TASK (3) – PUBLIC PARTICIPATION AND OUTREACH PROGRAM
- TASK (4) – FACILITY ACCESSIBILITY REPORT
- TASK (5) – DRAFT SELF-EVALUATION AND TRANSITION PLAN UPDATE REPORT  
FINAL SELF-EVALUATION AND TRANSITION PLAN UPDATE REPORT
- TASK (6) – DACTRAK WEB-BASED SOFTWARE PROGRAM W/5 YR. LICENSE

**END OF EXHIBIT A**

## EXHIBIT B – INSURANCE REQUIREMENTS

**1.1** The Consultant, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. Such policies shall be maintained for the full term of this Contract and the related warranty period, if applicable and shall provide products/completed operations coverage for four (4) years following completion of the Consultant's work under this Contract and acceptance by the County. Any failure to comply with reporting provision(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees and agents of the County of San Luis Obispo, California, individually or collectively.

**1.2** Minimum scope and Limits of Required Insurance Policies

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

### **Commercial General Liability Insurance Policy ("CGL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);

\$1,000,000 for personal injury liability;

\$2,000,000 aggregate for products-completed operations; and,

\$2,000,000 general aggregate

The general aggregate limits shall apply separately to the Consultant's work under this Contract.

### **Business Automobile Liability Policy ("BAL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One Million Dollars (\$1,000,000) for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. The Consultant shall not provide a Comprehensive Automobile Liability policy that specifically lists scheduled vehicles without the express written consent of the County.

### **Workers' Compensation and Employer's Liability Insurance Policy ("WC/EL")**

Policy shall include at least the following coverage and policy limits:

1. Workers' Compensation Insurance as required by the laws of the State of California; and

2. Employer's Liability Insurance Coverage B with coverage amounts not less than One Million Dollars (\$1,000,000) each accident/Bodily Injury (herein "BI"); One Million Dollars (\$1,000,000) policy limit BI by disease; and, One Million Dollars (\$1,000,000) each employee BI by disease.

#### **Professional Liability Insurance Policy ("PL")**

Policy shall cover damages, liabilities, and costs incurred as a result of the Consultant's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least Two Million Dollars (\$2,000,000) per claim, and \$4,000,000 aggregate (such coverage shall apply during the performance of the services under this Contract and for two (2) years thereafter with respect to incidents which occur during the performance of this Contract). The Consultant shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

#### **Deductibles and Self-Insurance Retentions**

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by the Consultant and approved by the County before work is begun pursuant to this Contract. At the option of the County, the Consultant shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

#### **Endorsements**

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

1. A "Cross Liability", "Severability of Interest" or "Separation of Insured" clause (CGL & BAL);
2. The County of San Luis Obispo, its officers and employees are hereby added as additional insured with respect to all liabilities arising out of the Consultant's performance of work under this Contract (CGL & BAL);
3. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
4. This policy shall be considered primary insurance with respect to any other valid and collectible insurance the County may possess, including any self-insured retention the County may have, and any other insurance the County possesses shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL);
5. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days

prior to the effective date of such reduction or cancellation to the County at the address set forth below (CGL, BAL, WC/EL & PL);

6. The Consultant and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, and agents for any loss arising under this Contract (CGL); and
7. Deductibles and self-insured retentions must be declared (All Policies).

#### **Absence of Insurance Coverage**

The County may direct the Consultant to immediately cease all activities with respect to this Contract if it determines that the Consultant fails to carry, in full force and affect, all insurance policies with coverage at or above the limits specified in this Contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered the Consultant's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to the Consultant.

#### **Proof of Insurance Coverage and Coverage Verification**

Prior to commencement of work under this Contract, and annually thereafter for the term of this Contract, the Consultant, or each of the Consultant's insurance brokers or companies, shall provide the County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverage. All of the insurance companies providing insurance for the Consultant shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to: County of San Luis Obispo, Public Works, Facilities Planning Division, 1087 Santa Rosa St., San Luis Obispo, California 93408, Attn: Margaret Mayfield

#### **Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of contract work.*
3. If coverage is cancelled or non-renewed, and *not replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work.

**END OF EXHIBIT B**

**EXHIBIT C – INDEMNIFICATION REQUIREMENT**

**1.1 County Held Harmless – General Liability:**

Consultant shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. However, this indemnity will not extend to any claims or losses arising out of the sole negligence, willful misconduct, or active negligence of the County, its officers and employees.

Nothing contained in the foregoing indemnity provisions shall be construed to require Consultant to indemnify County, against any responsibility or liability in contravention of Civil Code 2782.

It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless all rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

**END OF EXHIBIT C**

**EXHIBIT D – CONSULTANT STAFF LIST**

Barbara Thorpe, President/Project Manager  
Mike Boga, Director of QC, CASp  
Candice Pursch, Senior Accessibility Specialist  
Chris Billington, Senior Accessibility Specialist  
David Glenn, Accessibility Specialist  
Donald Carlson, Accessibility Specialist  
Doug Welchlin, Accessibility Specialist  
Eddie Knight, Accessibility Specialist  
Irvin Nelson, Accessibility Specialist  
Jason Katz, Accessibility Specialist  
Ja'Von Orange Accessibility Specialist,  
Matt Bartruff, Accessibility Specialist  
Nathan Malotte, Accessibility Specialist  
Scott Farquhar, Accessibility Specialist  
Terrance Kirby-Jackson, Accessibility Specialist  
Jennie Grover, Director of Operations  
Tim Mahoney, General Manager

**END OF EXHIBIT D**

**EXHIBIT E – CONSULTANT PAYMENT SCHEDULE**

**1.1 COMPENSATION**

The consideration to be paid the **Consultant**, as provided herein, shall be full compensation for all of the **Consultant’s** services and expenses incurred in the performance hereof, a Fixed Fee equal to the total services and expenses paid under the Lump-Sum Fee and the Not-to- Exceed Fee as defined below:

**1.1.1** The Lump-Sum Fee to be paid to the **Consultant**, as provided herein for Basic Services and Final Design services and work, shall include all **Consultant** services and expenses including expenditures incurred for reproduction and shipping of deliverables, long distance communications, travel, plotting and computer costs, and all administrative and overhead expenses.

**1.2 PAYMENT TO CONSULTANT**

Upon receipt and approval of **Consultant’s** invoices, the **County** agrees to make payments to the **Consultant** for the services performed. Progress payments shall be based on a percentage of the work completed for each Task, and shall not exceed the totals listed below:

TASK (1) – ADA ASSESSMENT REPORT:	\$ 12,000
TASK (2) – POLICY SURVEY:	\$ 9,000
TASK (3) – PUBLIC PARTICIPATION AND OUTREACH:	\$ 9,000
TASK (4) – FACILITY ACCESSIBILITY ASSESSMENT:	\$ 330,870
TASK (5) – SELF-EVALUATION AND TRANSITION PLAN UPDATE:	\$ 14,000
TASK (6) – A. PROJECT DATABASE/DACTrak SOFTWARE:	<u>\$ 5,000</u>
<b>TOTAL LUMP SUM FEE</b>	<b>\$ 379,870</b>

Additional services, if required, will be negotiated by Change Order in accordance with paragraph 1.4 below.

**1.3 METHOD OF PAYMENT**

The Consultant’s invoices shall be in a format approved by the **County** and are to be submitted in duplicate to the **County** via the **County’s** Project Coordinator. Monthly invoices will be submitted for the percentage of work completed in each phase. The **County** reserves the right to adjust the monthly payment if the **Consultant** has not demonstrated satisfactory progress.

#### 1.4 ADDITIONAL SERVICES

Additional Services, when authorized in writing by the **County** shall be performed by the **Consultant** for a negotiated fee based on the **Consultant's** hourly and reimbursable rate schedules listed in the following Hourly Rate Fee Schedule and Reimbursable Fee Schedule.

**1.4.1** The Following **Consultant** Hourly Rate Fee Schedules include overhead, administrative costs and profit. These rates shall remain valid through the period shown in Exhibit "C" be used for payment of Construction Management, Inspection and Engineering Services.

##### **1.4.2** HOURLY RATES FEE SCHEDULES

Barbara Thorpe:	\$175.00/Hour
Mike Boga:	\$150.00/Hour
Senior Accessibility Specialist:	\$110/hour
Accessibility Specialist:	\$100/hour
Director of Operations:	\$65.00/hour
Clerical/Admin	\$50.00/hour

##### **1.4.3** REIMBURSABLE FEE SCHEDULE

**Reimbursable expenses** are in addition to compensation for services provided under Hourly Rate Fee Schedule or Task basis, and include expenses for long-distance communication, reproduction, and postage. Reimbursable expenditures shall be billed per the following Reimbursable Rate Fee Schedule.:

- 1.4.3.1 Supplies and Materials:** Costs of supplies, blueprints, photostats, printing, binding and other expenses incurred by each assignment are furnished on the basis of invoiced cost plus ten percent (10%).
- 1.4.3.2 Subsistence:** Actual subsistence costs will be charged for overnight site visits.
- 1.4.3.3 Per Diem:** Per Diem shall be charged as appropriate. Per Diem will be established as \$46.00
- 1.4.3.4 Transportation:** As detailed below:
  - Airline travel:** coach class airfare.
  - Owned vehicles:** \$0.54 /mile (or current allowable Federal rate).
  - Other Transportation, including rented vehicles:** Actual cost.

END OF EXHIBIT E

**EXHIBIT F - SCHEDULE OF WORK**

**1.1 Progress Chart**

Within seven (7) calendar days after the Notice to Proceed, the **Consultant** shall submit a Schedule of Work to the **County** for review and approval. The Schedule of Work shall be in the form of a progress chart clearly delineating all steps, review dates and deadlines.

**1.2 Work Schedule Time Limits**

The **Consultant** shall complete all work and services required for each of the Phases within the Time Limit listed below. The Time Limit for each Phase is the number of consecutive calendar days from the date of the written Notice to Proceed through the completion date of all work and services required for that Phase. The Time Limit does not include time required for reviews by the **County**. Time is of the essence and failure of the **Consultant** to perform Work on time is a material breach of this Contract.

The Time Limit for a Phase may be extended only by **County** approval of a written request for a time extension by the **Consultant**.

Major Milestones –Activity or Task in Months	1	2	3	4	5	6	7	8	9	10	11	12
<b>Task 1- ADA Assessment (30 calendar days)</b> 1.1 DAC Team Meetings with County; survey methodologies, deliverables and schedule confirmation												
1.2 Project planning, scheduling												
<b>Task 2- Policy Survey (60 calendar days)</b> Policy and procedures review												
<b>Task 3- Public Participation &amp; Outreach (300 calendar days)</b> Public input process results collected and integrated into the plan												
<b>Task 4- Facility Accessibility Assessment (210 calendar days)</b> Field inspection data compiled (compiled on a daily basis and available for review throughout the inspection process)												
<b>Task 5- Self-Evaluation &amp; Transition Plan Update (120 total calendar days)</b> 5.1 First Draft of ADA Transition Plan to the County’s ADA Project Team for comments (30 calendar days)												
5.2 Solicit and record feedback from the County (60 calendar days)												
5.3 Present copies of the second draft Plan to the County’s ADA Project Team for final comments and suggestions. (60 calendar days)												
5.4 Incorporation of additional comments from County staff and public (60 calendar days)												

Major Milestones –Activity or Task in Months	1	2	3	4	5	6	7	8	9	10	11	12
5.5 Presentation to ADA Compliance Team of second draft ADA Transition Plan (30 calendar days)												
5.6 Final Draft Prepared and Presented (30 calendar days)												
<b>Task 6- Project Database (30 calendar days)</b>												
6.1 Training of County Staff in use of DACTrak accessibility management software to prepare reports and update and manage the ADA Plan.												
6.2 Deliverables completed and presentation to the County.												

END OF EXHIBIT F