THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA #: B-7

AGENDA DATE: March 1, 2016

SUBJECT:
Approval of an Agreement with Sally Swanson Architects to Provide a Countywide Self-Evaluation and Transition Plan Pursuant to the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973; Approval to Establish a Project Budget; and Related Matters

BOARD ACTION AS FOLLOWS: **No.** 2016-112

On motion of Supervisor Chiesa, **Seconded by Supervisor** O'Brien
and approved by the following vote,
Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None

1) X **Approved as recommended**
2) _____ **Denied**
3) _____ **Approved as amended**
4) _____ **Other:**

MOTION:

ATTEST: Christine Ferraro Tallman
CHRISTINE FERRARO TALLMAN, Clerk

File No.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Chief Executive Office | BOARD AGENDA #: B-7

Urgent ○ Routine ⊙ | AGENDA DATE: March 1, 2016

CEO CONCURRENCE: | 4/5 Vote Required: Yes ⊙ No ○

SUBJECT:
Approval of an Agreement with Sally Swanson Architects to Provide a Countywide Self-Evaluation and Transition Plan Pursuant to the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973; Approval to Establish a Project Budget; and Related Matters

STAFF RECOMMENDATIONS:

1. Approve the award of an agreement to Sally Swanson Architects of San Francisco, CA to perform a Countywide Self-Evaluation and Transition Plan in compliance with the Americans with Disabilities Act.

2. Authorize the Chief Operations Officer to sign the agreement with Sally Swanson Architects of San Francisco, California to perform a Countywide Self-Evaluation and Transition Plan in compliance with the Americans with Disabilities Act.

3. Establish a Project Budget of $799,700, funded from $606,180 of existing appropriations within the Chief Executive Office-County Facilities budget, and an increase in appropriations of $193,520 funded from transfer from the Public Works Road and Bridge budget and the Public Works Local Transit System budget.

4. Direct the Auditor-Controller to establish project appropriations in the amount of $799,700, and to increase other operating transfers out in the amount of $175,455 in the Public Works Road and Bridge budget and increase other operating transfers out in the amount of $18,065 in the Public Works Local Transit Fund budget, as detailed in the Budget Journal Form.

5. Authorize the Project Manager to take any additional and necessary actions with the project budget to complete the Self-Evaluation and Transition Plan.

DISCUSSION:

This proposed action by the Board of Supervisors will result in a Countywide survey and evaluation of all programs, services and activities to determine if barriers or policies exist that limit equal accessibility by public users, and to develop a Transition Plan including estimating the cost of, and prioritization for, any needed corrections. This Self-Evaluation and Transition Plan process is prescribed by the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973 and enforced by the U.S. Department of Justice. Development of a compliant Self-Evaluation and Transition Plan is required by any agency receiving federal project funding, and is monitored by the California Department of Transportation (Caltrans.) The Self-Evaluation and Transition Plan will provide a thorough evaluation of all programs,

services and activities provided to the public by Stanislaus County to ensure that all persons, regardless of abilities, have equal access.

In the past year, the U.S. Department of Justice celebrated the 25th anniversary of the passage of the landmark Americans with Disabilities Act (ADA) legislation and renewed the federal government's commitment to providing equal access to public services by all. In April of 2012, Caltrans conducted an audit of Stanislaus County's progress toward ADA compliance and found that the County lacked a formalized ADA Title II program and the required Self-Evaluation and Transition Plan. This proposed action by the Board of Supervisors will fulfill the County's obligation to conduct the ADA Self-Evaluation and develop a Transition Plan.

On February 4, 2014, the Board of Supervisors approved Stanislaus County's ADA Title II and Civil Rights Title VI Statement Policies and appointed Christine Ferraro Tallman, Clerk of the Board of Supervisors, as the County's ADA Title II/Civil Rights Title VI Coordinator.

The Self-Evaluation and Transition Plan is a massive process, entailing a review of all programs, services and activities offered to the public by Stanislaus County's 28 departments to ensure:

- Compliance with the Americans With Disabilities Act and Section 504 of the Rehabilitation Act;
- Document recommended modifications of programs, services and activities as needed to achieve compliance, including immediate actions to amend policies, procedures, etc.; and,
- Document recommended physical modifications to County facilities and spaces where barriers exist.

Recommended Process

As recommended, a collaborative effort of County staff directed and coordinated by a professional consulting team experienced in the development of ADA Self-Evaluation and Transition Plans for local governments will be conducted. Selected County staff from each department will be trained to identify all public programs, services and activities and will work with the Consultant to review existing policies and procedures. The consulting firm will evaluate each program, policy and procedure to identify and document any deficiencies and recommendations. The Consultant will also be responsible to identify any physical barriers, estimated costs and recommended priorities for corrective action.

The Chief Operations Officer, as the Project Manager, and the Capital Projects Team will assist to coordinate the actual studies and evaluations at all County facilities and properties. The County staff and the consulting team will work together to review the Self-Evaluation and Transition Plan internally and with a public advisory group. The result of the work will be to document the Self-Evaluation results and to develop a Transition Plan for the removal of barriers over time.

Approval of an Agreement with Sally Swanson Architects to Provide a Countywide Self-Evaluation and Transition Plan Pursuant to the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973; Approval to Establish a Project Budget; and Related Matters

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Competitive Proposals for Consulting Services

Following approval by the Board of Supervisors on November 24, 2015, a Request for Proposals (RFP) for the ADA Self-Evaluation and Transition Plan was issued on November 30, 2015, after extensive research on the requirement of the legislation and other jurisdictions' processes for achieving compliance. The RFP was issued to 24 firms, a mandatory Pre-Proposal Conference was conducted on December 15, 2015, and attended by seven firms.

Five proposals were received by the January 13, 2016 2:00 p.m. deadline:

- Disability Access Consultants, Oroville, California
- EMG, Walnut Creek, California
- Pacific Access Consultants, Santa Rosa, California
- Sally Swanson Architects, Inc., San Francisco, California
- Vanir Construction Management, Sacramento, California

Staff from the Clerk of the Board, Chief Executive Office, Public Works, Parks and Recreation, and Strategic Business Technology departments evaluated and scored the written proposals based on four factors described in the RFP:

- Qualifications of the Firm (up to 15 points out of 100 possible)
- Experience of Key Staff (20 possible points)
- Project Approach (45 possible points)
- Ability to Meet Project Schedule and Budget (20 possible points)

Price and firm financial statements were provided in separate, sealed envelopes and were not considered as a part of the review of the written proposals.

Four written proposals were scored a cumulative 400 points or higher, and those firms were invited to oral interviews with an evaluation team: Disability Access Consultants; Vanir Construction Management; Sally Swanson Architects; and Pacific Access Consultants.

Oral interviews were conducted on January 20-21, 2016. Each team was given 90 minutes to present their qualifications and approach; and each team was given a problem to solve during the interview, including a hypothetical situation and several questions.

Based on the oral interviews, the teams were ranked using the RFP criteria as follows:

- Sally Swanson Architects, Inc. -- 625.5 points of 700 possible points (89.36%)
- Disability Access Consultants -- 513.0 points (73.29%)
- Pacific Access Consultants -- 461.0 points (65.86%)
- Vanir Construction Management -- 459.0 points (65.57%)

Recommended Actions

Sally Swanson Architects, Inc. is recommended as the ADA Self-Evaluation and Transition Plan consulting firm based on the staff evaluation of the Proposals and interview process. Not

only did Sally Swanson and Associates score the highest in the RFP process, they were also the low proposer.

The scope of the Request for Proposals included optional services to provide geographic data for incorporation of survey results in a layer of the County's Geographical Information System. During the course of negotiation with the recommended firm, a quote for additional services to collect and report security data for each County facility was also requested. The proposed ADA Self-Evaluation and Transition Plan field work will coincide with needed surveys of County facilities for public facilities security planning purposes; including the required data collection in the ADA project will avoid duplicating visits to each County site. Staff recommends both optional services for inclusion in the agreement with Sally Swanson Architects, Inc.

The project will be done in the following phases and require written consent for each phase:

1. Project Management, Meetings and Training: During this phase the Consultant will meet with key staff throughout the County to introduce them to the work, educate on the process and establish expectations.

2. Self-Evaluation Phase: During this phase the Consultant will gather data on physical barriers, program access and policies.

3. Transition Plan: During this phase the Consultant will prepare a detailed report on findings and recommendations to correct them. The plan will also rank the findings to assist the County on areas that need immediate correction.

4. Option A-Integrate Findings in the County's Geographical Information System (GIS). This option allows Staff and Citizens to view photos and findings on the GIS System.

5. Option B-Security Best Practices for ADA Transition Plans-The County is also working on updating its security protocols at all facilities. At times these recommendations can conflict with ADA requirements. In this option the Consultant will put together best practices and guidelines for these two plans.

The total proposed cost of the project is $799,700, including the consultant's proposed work with options, a 10% contingency allowance for unforeseen conditions, legal, printing, and other project-related charges, and funding for a personal services contractor to serve as Project Coordinator. A significant portion of the project will include the survey and reporting of approximately 250 miles of unincorporated roadways and intersections, plus transit systems and facilities. An estimated $193,520 of direct Public Works-related ADA survey and reporting work will be funded from the Public Works Department.

POLICY ISSUE:

The recommended actions will result in Stanislaus County's Americans with Disabilities Act Self-Evaluation and Transition Plan to be developed in accordance with federal and state law and will further verify and, if necessary, correct unintended barriers and service access limitations in Stanislaus County public services.

Approval of an Agreement with Sally Swanson Architects to Provide a Countywide Self-Evaluation and Transition Plan Pursuant to the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973; Approval to Establish a Project Budget; and Related Matters

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FISCAL IMPACT:

The 2015-2016 Adopted Final Budget for County Facilities included $400,000 for the development of the County's ADA Self-Evaluation and Transition Plan. Sufficient existing appropriations are available in the County Facilities budget to fund the remaining General Fund portion of project costs. At this time it is recommended that the Project Budget be established, as follows:

Cost of recommended action:		$ 799,700
Source(s) of Funding:		
County Facilities Net County Cost	606,180	
Public Works Road and Bridge transfer out	175,455	
Public Works Local Transit Fund transfer out	18,065	
Funding Total:		$ 799,700
Net Cost to County General Fund		$ -
Fiscal Year:	2015-2016	
Budget Adjustment/Appropriations needed:	**YES**	
Fund Balance as of	N/A	

BOARD OF SUPERVISORS' PRIORITY:

This action will support the Board of Supervisors' priorities to provide A Safe Community and A Healthy Community by ensuring full access to law enforcement and health services to all citizens. This action will further support the Efficient Delivery of Public Services by providing equal access to all persons.

STAFFING IMPACT:

The ADA Self-Evaluation and Transition Plan project will be a collaborative effort with the consulting firm, requiring staff resources from the Project Team (Clerk of the Board of Supervisors, Chief Executive Office, Public Works, and Parks and Recreation) to coordinate, direct, schedule, review and otherwise support. In addition, the consultant's development of the Self-Evaluation and Transition Plan will require the knowledge and experience of key staff within each County department to identify programs, services, activities, policies, practices and procedures used to provide services to the public. The County staff's experience will be key to development of a comprehensive and workable strategy for the ongoing equitable access to all programs.

The consultant's work will also include two elements of training of County staff: first to assist County department staff in the survey of programs, services, activities, policies and procedures; and secondly to provide training to department staff who routinely interact with the public to provide an enhanced awareness of disability access needs and procedures.

Included in the project budget is $55,000 for a Personal Services Contract (PSC) position to provide project oversight and ensure the process moves forward. Stanislaus County has over 200 million square feet in over 160 buildings, 1,500 miles of public right of ways, 225 bridges, 130 bus stops, 29 parks and multiple fishing access points. The work will also include an in-depth evaluation of the County's policies, procedures and programs. Staff reviewed completed ADA Self Evaluation and Transition Plans from multiple counties and is expecting that the findings, which will range from bathrooms to roads, will require thousands of fixes. The PSC position will work under the Project Manager and with key County Staff to assist in the evaluation process and to implement the Transition Plan.

CONTACT PERSON:

Patricia Hill Thomas, Chief Operations Officer (209) 525-6333
Christine Ferraro Tallman, ADA Coordinator (209) 525-4494

ATTACHMENT(S):

1. Sally Swanson Architect, Inc. Contract
2. Budget Journal Form

Database		FMSDBPRD.CO.STANISLAUS.CA.US.PROD	DO NOT CHANGE
Balance Type		Budget	DO NOT CHANGE
Data Access Set		County of Stanislaus	DO NOT CHANGE
Ledger	* List - Text	County of Stanislaus	DO NOT CHANGE
Budget	List - Text	LEGAL BUDGET	DO NOT CHANGE
Category	* List - Text	Budget - Upload	DO NOT CHANGE
Source	* List - Text	CEO CAT	
Currency	* List - Text	USD	DO NOT CHANGE
Period	List - Text	MAR-16	ENTER AS MMM-YY (ALL CAPS FOR MMM) EX: NOV-11
Batch Name	Text		
Journal Name	Text	JV CEO 100629	
Journal Description	Text	ADA Project	
Journal Reference	Text		
Organization	List - Text	Stanislaus Budget Org	DO NOT CHANGE
Chart Of Accounts		Accounting Flexfield	DO NOT CHANGE

Upl	Fund (4 char) * List - Text	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc. (6 char)	Other (5 char)	Debit incr appropriations decr est revenue * Number	Credit decr appropriations incr est revenue * Number	Line Description Text
	0100	0016006	46600	0000000	000000	000000	00000		193520	Inc Transfers In
	0100	0016006	50120	0000000	000000	000000	00000	52500		Inc PSC
	0100	0016006	63280	0000000	000000	000000	00000	674500		Inc Contracts
	0100	0016006	67980	0000000	000000	000000	00000	72700		Inc Change Order
	0100	0016091	61830	0000000	000000	000000	00000		606180	Dec Maj Alt
	1102	0040310	85850	0009623	000000	000000	00000	175455		Inc Transfers Out
	1102	0040310	63280	0000000	000000	000000	00000		175455	Dec Contracts
	4001	0041510	85850	0000000	000000	000000	00000	18065		Inc Transfers Out
	4001	0041510	63280	0000000	000000	000000	00000		18065	Dec Contracts
Totals:								993220	993220	

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation: Establishment of the ADA Self-Evaluation and Transition Plan Project budget

Requesting Department	CEO	Data Entry	Auditors Office Only	
Cynthia Thomlison				
Prepared by	Supervisor's Approval	Keyed by	Prepared By	Approved By
2/24/2016	2/26/16			3/25/16
Date	Date	Date	Date	Date

PROFESSIONAL SERVICES AGREEMENT

This Agreement For Professional Services is made and entered into by and between the **County of Stanislaus** ("County") and **Sally Swanson and Associates** whose address is 200 Sansome Street, Suite 1100, San Francisco, CA 94104 ("Consultant"), on March 1, 2016.

Introduction

WHEREAS, the County has a need for professional services to obtain compliance with ADA Title II requirements; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 Services: The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **ExhibitA (Scope of Work)** which is attached hereto and, by this reference, made a part hereof.

1.2 Ownership of Records: Documents and drawings shall consist of all documents, original and reproducible tracings, plans and specifications, calculations, sketches, electronic data, and renderings prepared by or under the direction and control of the Consultant ("A-E Documents"). These A-E Documents and copyright shall be the property of the County. The Consultant may retain copies of A-E Documents for its records. County agrees to indemnify, defend and hold Consultant harmless from and against any claims, costs, losses and damages resulting from the County's misuse of such documents.

1.3 Schedule: Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with the schedule attached hereto as **Exhibit B (Schedule)**.

1.4 Laws: The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state, County and local laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

2. Compensation

2.1 Total Compensation: The total compensation to the Consultant for the work outlined in this Agreement shall be an amount **NOT TO EXCEED** the "Total Fee" for each task set forth on **Exhibit C** and, if all five tasks are approved by the County, the total contract amount shall not exceed Six Hundred Seventy Four Thousand Five Hundred Dollars ($674,500) as set forth on **Exhibit "C"**.

2.2 Additional Compensation: Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 Monthly Statements: The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, the applicable task for the work, and a reasonable itemization of costs.

2.4 Tax Withholds: County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.2.2

3. Term

3.1 The Term: The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below.

3.2 Notice to Proceed: There are five (5) specific tasks set forth in the Consultant's Fee Proposal. The Consultant shall not commence work on a task until a Notice to Proceed is issued by the County. The County may elect to issue Notices to Proceed for some, but not all tasks. The County has no obligation to issue Notices to Proceed for all tasks. Prior to the issuance of the Notices to Proceed for Tasks 4 and 5 (if these tasks are approved by the County), the parties shall agree upon a schedule for those tasks.

3.3 Default: Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.4 Termination by County: The County may terminate this agreement upon 15 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant, subject to any applicable setoffs.

3.5 Termination Upon Insolvency of Consultant: At the option of the County, this Agreement may terminate on the occurrence of (a) bankruptcy or insolvency of Consultant, or (b) sale of Consultant's business.

4. Representatives.

Each party shall designate a representative, authorized to act on the party's behalf with respect to this Agreement. Consultant hereby designates **Jasper Kirsch as Project Manager**. Owner hereby designates **Patricia Hill Thomas** as **Project Manager**. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Consultant's services. Each party may delegate all or some of its representative's role and function to some other representative.

5. Required Licenses, Certificates and Permits.

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in the RFP must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

6. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant - not the County - has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

7. Insurance

7.1 Coverage: Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

7.1.1 **General Liability**. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of **no less than One Million Dollars ($1,000,000)** per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

7.1.2 **Professional Liability Insurance**. Professional errors and omissions (malpractice) liability insurance with limits of **no less than One Million Dollars ($1,000,000) aggregate**. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

7.1.3 **Automobile Liability Insurance**. If the Consultant or the Consultant's Board, officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of **no less than One Million Dollars ($1,000,000) per incident or occurrence**.

7.1.4 **Workers' Compensation Insurance**. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

7.2 Deductibles: Any deductibles, self—insured retention's or named insureds must be declared in writing and approved by County.

7.3 Additional Insureds: The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming Stanislaus County, its officers, directors, officials, agents, employees, and volunteers as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against Stanislaus County, its officers, directors, officials, agents, employees, and volunteers for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

7.4 Primary Insurance: The Consultant's insurance coverage shall be primary insurance regarding the County and County's Board, officers, officials, agents, and employees. Any insurance or self-insurance maintained by Stanislaus County, its officers, directors, officials, agents, employees, and volunteers shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

7.5 Failure to Comply with Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its Board, officers, officials and employees.

7.6 Insurance Shall Apply Separately: The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.7 30 Day Notice of Cancellation: Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

7.8 Rating of Insurance Company: Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-VII; except as otherwise expressly approved by the County.

7.9 Subconsultant Insurance: Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

7.10 Certificates Of Insurance: At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

7.11 Limits of Liability: The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

8. Indemnification

8.1 Indemnification: To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Consultant shall defend, indemnify and hold harmless Owner and its Supervisors, officers, agents, departments, officials, representatives and employees (collectively **"Indemnitees"**) from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Consultant or its Subconsultants), expense and liability of every kind, nature and description, at law or equity, that arise out of, pertain to, or relate to (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively **"Liabilities"**). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee, but shall apply to all other Liabilities.

8.2 Duty to Defend: Consultant shall defend, indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by Owner, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

8.3 Subconsultants: Consultant shall place in its agreements with Subconsultants and cause its Subconsultants to agree to indemnities and insurance obligations in favor of Owner and other Indemnitees in the exact form and substance of those contained in this Agreement.

8.4 Hazardous Substances: Owner acknowledges that the discovery, presence, handling or removal of asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at any Project site is outside of Consultant's responsibilities and expertise and is not included in the scope of Services Consultant is to perform nor included in Consultant's insurance.
Owner shall hire an expert Consultant in this field if the Project involves such materials. Consultant shall not be responsible or be involved in any way with the discovery, presence, handling or removal of such materials.

8.5 Duty to Cooperate: Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or Omissions in the plans or specifications of the Project.

8.6 Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert Consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any

other proprietary right of any person or persons inconsequence of the use by the Count of any articles or services supplied in this agreement.

9. Status of Consultant

9.1 Independent Contractor: All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances, to create an employer—employee relationship, partnership, or a joint venture.

9.2 Conduct as Independent Contractor: At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

9.3 Means of performing Work: Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

9.4 Third Person Employment: If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other term of employment or requirements of law, shall be determined by the Consultant.

9.5 Services to Others: Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

9.6 W-2 Forms: It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

9.7 Claims By Third Parties: As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. Records and Audit

10.1 Term of Maintenance: Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photo static, photographing and every other means of recording upon any tangible

thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

10.2 Access to Writings: Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. Nondiscrimination

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation, sexual orientation, or sex. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:County of Stanislaus
Attn: Patricia Hill Thomas
Chief Operations Officer
1010 10th Street, Suite 6800
Modesto, CA 95354
(209) 525-4380 (phone)
(209) 525-4384 (fax)

To Consultant: Sally Swanson
220 Sansome Street, Ste. 1000
San Francisco, CA 94104
(415) 445-3045
(415) 445-3055

15. Conflicts

Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Consultant represents to and agrees with County that Consultant has no present, and will have no future conflict of interest between providing County services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of County.

16. Confidentiality

Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for County, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify County in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to County hereunder.

17. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

18. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first herein above written.

COUNTY OF STANISLAUS **By:** _____ **"County"**	**Sally Swanson and Associates** **By:** _____ **"Consultant"**
APPROVED AS TO FORM: **By:** _____ Assistant **County Counsel**	

EXHIBIT A

SCOPE OF SERVICES

Consultant's scope of services shall be in accordance with the requirements of:

--the Request for Proposals issued by Stanislaus County on or about November 30, 2015 (portions of the RFP concerning Tasks 1-3 are attached hereto)

--the Consultant's Proposal to the County dated January 13, 2016 (portions of which are attached hereto)

--Stanislaus County Work Flow: Self-Evaluation Process Expectations

--All documents submitted by Consultant to the County in connection with the proposal process.

--Optional Tasks 4 and/or 5 shall be further developed prior to the issuance of a Notice to Proceed for those tasks.

EXHIBIT A
SCOPE OF SERVICES

I. INTRODUCTION

The County of Stanislaus ("County"), is seeking a highly qualified professional consultant ("Consultant") to provide consulting services to develop an American with Disabilities Act (ADA) Self-Evaluation and Transition Plan for the County in compliance with the Title II of the ADA.

II. BACKGROUND

A. COUNTY PROGRAMS, SERVICES, ACTIVITIES AND FACILITIES

Stanislaus County is a general law county that provides services to its approximately 525,000 residents, and serves as the local government for all of the unincorporated areas. There are nine incorporated cities within the County. The County provides a diverse set of countywide services such as transportation, public health, social services, elections, law enforcement, and tax collection. There are many different programs throughout County Departments that provide services to the public.

County services are provided in over two million square feet and in over 160 buildings – some leased to Stanislaus County and most owned by the County, (see attached Facility Inventory List, Exhibit B).

Title II of the ADA requires that the County's programs, services and activities be identified and evaluated in a consistent manner for compliance. For a list of County Departments and Agencies see Exhibit C - County Organizational Chart.

Less than ten percent (10%) of the County's occupied space is leased to Stanislaus County. Those leases are generally provided for specific programs that serve a defined geographical area or population, or for which a facility is needed only for a defined period of time. An example is the County's Paradise Medical Office, located in West Modesto and serving a geographic region identified as having greatest needs for medical services within the County.

Property leases to Stanislaus County obligate landlords to work with the County to provide equal access by meeting all local, state and federal code requirements including the Americans with Disabilities Act.

Half of the currently occupied space in the County's inventory has been constructed since 1990, and a significant number of new projects are being planned within the next few years. Many of the proposed projects will replace the County's aging facilities inventory and will provide needed space for the County's growth. Every two years the Stanislaus County Board of Supervisors reviews and approves the Capital Improvement Plan (CIP), a twenty-year forecast of anticipated building projects ranked by implementation status and Board priority.

The County's current Capital Improvement Plan can be found on the Stanislaus County website at http://www.stancounty.com/capitalprojects/.

C. COUNTY PUBLIC RIGHTS OF WAY

Stanislaus County is responsible for more than 1500 miles of County public rights of way and 225 bridges. As part of this mileage there are approximately 250 miles of County public rights of way in urban settings. This urban mileage is within and adjacent to incorporated cities and include the unincorporated communities of Salida, Westley, Grayson, Crows Landing, Keyes,

Hickman, and Empire. It is these 250 miles of roadway that need to be inventoried and evaluated for conditions related to the Americans with Disabilities Act(ADA) accessibility standards. The following links are for reference to County public rights of way.
http://gis.stancounty.com/giscentral/
http://www.stancounty.com/publicworks/

D. COUNTY TRANSIT

The Stanislaus Regional Transit (StaRT) provides transit service to and from sixteen communities in Stanislaus County. Transit service offered in the County includes fixed route, deviated fixed route, shuttle and dial-a-ride services as well as non-emergency medical transportation service. As part of its transit services, StaRT serves bus stops located throughout its service area including sharing bus stops with transit operators in the cities of Ceres, Modesto and Turlock. In addition, StaRT has transit bus stops located in the cities of Hughson, Patterson, Newman, Waterford, Riverbank, and Oakdale. Additional bus stops are located in the unincorporated communities of Westley, Grayson, Crows Landing, Keyes, Hickman, and Empire.

There are approximately 130 bus stops in the StaRT service area. All bus stops within its service area are to be inventoried and evaluated for conditions related to the Americans with Disabilities Act (ADA) accessibility standards. The following links are for reference to County transit facilities.
http://www.stancounty.com/publicworks/transit.shtm
http://www.srt.org/

E. FACILITIES AT COUNTY PARKS, RECREATION & FISHING ACCESS SITES

The Stanislaus County Department of Parks and Recreation maintains five regional parks, twelve neighborhood parks, ten community parks, two Off-Highway Vehicle parks, four cemeteries, three bridges, La Grange historical areas, five fishing access points along rivers and lakes, one swimming pool, one organized youth camp, and numerous acres of open space and river bottom. These facilities provide a vast array of recreational opportunities including but not limited to: picnicking, sailing and power boating, water skiing, jet skiing, fishing, swimming, camping, hiking, hunting, and horseback and biking trails. In addition, the
Department of Parks and Recreation provides landscape/grounds maintenance services and streetscape maintenance for nine county service areas, eight county centers, ten libraries, one landscape maintenance district, and other governmental buildings in the unincorporated areas of the County.

Parks facilities include, but are not limited to, such as offices, maintenance shops, entrance stations, storage areas, archery range, club areas, campsites, boat ramps and docks, restrooms, vault toilets and portable toilets, general store, showers, playgrounds, picnic shelters, fishing accesses, sports fields, historical buildings, off highway vehicle areas, hunting areas, and bridges that are to be inventoried and evaluated for conditions related to the Americans with Disabilities Act (ADA) accessibility standards. The following link is for additional reference information related to the parks facilities.
http://www.stancounty.com/er/parks/

III. PROJECT DESCRIPTION

The proposed Scope of Services described below identifies the minimum required outcome and deliverable products for the Project.

A. ADA TITLE II SELF-EVALUATION

The Services relating to the ADA Title II self- evaluation process include but are not limited to the following:

Task I. Project Management, Meetings and Training

A. The Consultant shall meet with the County's ADA Project Team to discuss project expectations, survey methodology and the proposed schedule for project deliverables.

B. This will be an opportunity for the Consultant to review and clarify questions related to the project's scope and familiarize themselves with important issues and availability of resources. It is the intention of the County for the Consultant to serve in a project management capacity throughout the project to effectively coordinate the Self-Evaluation with general direction from the ADA Project Team.

C. The Consultant shall provide options and recommendations regarding the involvement of staff and community (including people with disabilities and organizations representing people with disabilities) in the process of preparation of a Self-Evaluation plan.

D. The Consultant shall meet with a group of citizen stakeholders comprised of people with disabilities, representatives from disability organizations, and other interested individuals, hereinafter referred to as the "ADA Citizens Advisory Committee", to describe the process, timeline, and expectations associated with both phases of work, as well as receive any general input they may provide.

E. The Consultant shall assist the ADA Project Team to identify key staff from each County department to work with the Consultant in the identification of programs, services and activities in the self-evaluation process. It is anticipated that at least two representatives of each department, plus other key staff – a total of 100 County staff.

F. The Consultant shall provide training for 100 employees. Assume at least three "classes" of sufficient duration to accommodate County staff work schedules. Please also provide a cost for each additional "class" (another session or series to provide complete training) should additional classes be required. Consultant shall train the key County department representatives to:

1. Understand the basic requirements of the ADA and Title II requirements and how the law impacts Stanislaus County.
2. Understand what is required in the ADA Self-Evaluation and Transition Plan and how it applies to the assessment of eligibility, policies and procedures for all programs, services and activities provided by the County and its contractors.
3. Identify all programs, services and activities provided by each County department.

4. Evaluate programs, services, and activities for ADA Title II compliance using an evaluation tool (i.e. detailed survey, questionnaire, etc.) provided by the Consultant.

Task II. Self-Evaluation

A. The Consultant shall 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;
   1. Identify whether barriers exist that prevent persons with disabilities from accessing programs, services and activities provided by the County;
   2. Document the nature of the program, service or activity and the deficiency in accessibility by persons with disabilities;
   3. 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;
   4. Develop an estimated current cost for suggested changes or alternative program, service or activity delivery methods;
   5. Provide remarks concerning the relative priority for remediation to be considered in the development of the ADA Transition Plan.

B. The Consultant shall ensure that the Stanislaus County Self-Evaluation gives careful examination to the following:
   1. Whether there are physical barriers to access;
   2. The modifications needed to achieve program access, and the steps that will be taken to achieve access;
   3. Whether policies and practices exclude or limit participation of people with disabilities;
   4. Modifications of policies and practices needed to achieve program access and "complete justifications" modifications that will not be made;
   5. Whether communications with applicants, participants and members of the public are as effective as communications with others;
   6. If the public entity communicates with applicants or beneficiaries by telephone, whether TTY or equally effective telecommunications systems are used;
   7. If telephone emergency services are provided, whether direct access to TTY and computer modems is ensured;
   8. Whether policies and practices insure that readers will be provided to people with visual impairments;
   9. Whether interpreters or other communication measures will be provided for people with hearing impairments;
   10. Whether accommodations will be provided for people with manual impairments;
   11. Whether a method for obtaining services exists, and guidance on when they will be provided;
   12. Whether equipment has been assessed for usability and there are policies to ensure that it is kept in working order;
   13. Whether Emergency Operations Plan, management procedures and policies meet the needs of people with disabilities;

14. Whether decisions about whether a modification would be a fundamental alteration or an undue financial or administrative burden are made properly and promptly;
15. Whether public meetings are physically accessible to individuals with mobility impairments;
16. Whether employment practices comply with Section 504 of the Rehabilitation Act and the ADA;
17. Whether building and construction policies for new construction and alterations conform to Title II ADA standards;
18. Whether employees of the public entity are familiar with the policies and practices of the agency that are necessary to ensure full participation of people with disabilities, and if appropriate, whether training will be provided;
19. Whether programs that deny participation to drug users have taken steps to ensure that they do not discriminate against former drug users;
20. Whether audio-visual and written materials portray people with disabilities in an offensive or demeaning manner;
21. The agency's process for responding to requests for modifications;
22. The process for determining whether a modification would be a fundamental alteration;
23. Whether the agency has any separate programs for people with disabilities, and if so,
24. Whether people with disabilities are excluded from participation in regular programs;
25. Whether programs are provided in the most integrated setting appropriate to the needs of people with disabilities;

C. The process for requesting and receiving input from people with disabilities regarding the accessibility of its sidewalks, including requests to add curb cuts at particular locations;

D. Identify all streets, roads, and highways that have been constructed or altered since January 26, 1992; and curb ramps or other sloped areas complying with the applicable architectural standards at all intersections of those streets, roads, and highways that have been constructed or altered since January 26, 1992, that have curbs or other barriers from a street level pedestrian walkway; and

E. Identify all street level pedestrian walkways that have been constructed or altered since January 26, 1992; and curb ramps or other sloped areas complying with the applicable architectural standards at all places where those street level pedestrian walkways constructed or altered since January 26, 1992, intersect with a street, road, or highway.

1. The Consultant shall utilize a current Microsoft SQL or Oracle database to record the surveys, reviews, and analysis of facilities, programs, services and activities. This database shall be the basis by which the Self-Evaluation of programs, services and activities shall be recorded and shall be expandable to include recommendations for remediation, costs, prioritization, etc. as described above.

F. The Consultant shall utilize a non-proprietary application to access the database, such as Microsoft Excel or Access or other format acceptable to Stanislaus County. This non-proprietary application will provide for database-driven electronic monitoring, tracking, and management mechanism at project completion that allows for reviewing and updating progress of barrier removal and will include generating reports of such progress.

    1. The Consultant will be responsible for obtaining and conducting an intensive review of all written policies, rules and regulations of the County and all of its departments.

G. This should be a discovery process to determine which if any of the programs or policies have language or processes that may be discriminatory and not in compliance with Title II of the ADA.

H. The Consultant shall conduct field surveys of all relevant facilities required for review and inclusion by the ADA. The surveys will focus on the evaluation of architectural barriers, including (but not limited to) parking, path of travel, signage, doorways, counters, ramps, and other hardscape and hardware and appliances, influencing the full accessibility of programs, services, activities and provide an initial recommendation in terms of priority for barrier removal. Due to limited County staff availability it is the intent of the County that these field surveys be largely conducted by the Consultant solely; surveys requiring County staff assistance should be coordinated through the County's ADA Project Team and scheduled in a way that minimizes the impact to the regular workloads of the applicable staff members.

I. The Consultant shall meet with the County's ADA Project Team to identify and discuss the actions required to remove barriers, develop an action plan for each department; identify project priorities and funding requirements and to make recommendations for implementation of a Transition Plan.

J. The Consultant shall produce a Self-Evaluation Report, which will be a detailed report that profiles the various deficiencies found and identifies cost evaluation, proposed modifications, and prioritization to remedy identified deficiencies. This report should be provided in both printed (full-color) and electronic (PDF) formats.

K. This may also include a presentation component that outlines material provided in the report.

L. The Consultant shall present the Self-Evaluation Report to the County's ADA Project Team. Solicit and record all feedback, as well as make change as directed by the team.

M. The Consultant shall present the Self-Evaluation Report at a joint meeting to the County's ADA Project Team and ADA Citizens Advisory Committee. Solicit and record all feedback.

N. The Consultant shall review the County's required grievance procedures and allpublic notices required by the ADA and provide recommendations to the County's ADA Project Team.

O. Options
   1. In addition to the primary Scope of Services Stanislaus County is considering the collection of geographical information (latitude, longitude and a photo) for each identified barrier with the following coordinate system (NAD_1983_StatePlane_California_III_FIPS_0403_Feet) with the intent of incorporating the information into the County's Geographical Information Systems (GIS), which currently is using the ESRI products. The Consultant shall provide a cost estimate, separate from any other costs provided, for this alternate portion of work. This additional information would be included in the Facility Survey Report, as well as the electronic database of the barriers described above.
   2. In addition to the primary Scope of Services Stanislaus County is considering undertaking an additional study that integrates the ADA Project with best practices regarding security.

Task III. ADA TITLE II TRANSITION PLAN

The Consultant shall prepare an ADA Transition Plan in compliance with the Americans with Disabilities Act which shall include, but is not limited to the following:

Develop a first draft of the ADA Transition Plan based on prior research and data collection, the Self-Evaluation Report, recommended priority levels typically associated with each type of deficiency, and estimated current cost for suggested changes or alternative program, service or activity delivery methods.

The Consultant shall work with the County's ADA Project Team to convene, at a minimum, the following meetings to present, discuss and/or recommend actions to remove barriers to access programs, services and activities. The Consultant shall attend each meeting, facilitate the meetings, record the recommendations or consensus of the attendees, receive and note input from all parties, and develop theTransition Plan documentation in compliance with all applicable law, including Title II and the ADA.

A. Meet with the County's ADA Project Team to review the draft document, identify project priorities, and solicit feedback for refining the various components.

B. Incorporate any comments or changes made by this team into the draft Plan.

C. Meet with the ADA Citizen Advisory Committee to review the draft document, identify project priorities, and solicit feedback for refining the various components. Incorporate any comments or changes made by this team into the draft Plan.

D. Meet with key County department staff to review the draft document, identify project priorities, and solicit feedback for refining the various components. The Consultant shall document all suggestions.

E. Meet with members of the community at-large at an advertised public meeting, to be held in the evening on a weekday, to review the draft document, identify project priorities, and solicit feedback for refining the various components.

F. Consultant shall document all comments and suggestions. In addition to standard advertising requirements (see Clerk of the Board) the Consultant should engage in a concerted public outreach effort prior to this meeting using a variety of mediums. This effort should include notices published in the Modesto Bee prior to the meeting and a notice posted on the County's website for the same duration.

G. Prepare and produce a second draft of the ADA Transition Plan, incorporating feedback received at the above listed meetings, which is clear, concise, and user friendly. It should include a detailed description of identified barriers, as well as the schedule or plan identified for removing those barriers.

H. Present copies of the second draft Plan to the County's ADA Project Team and the ADA Citizens Advisory Committee for final comments and suggestions. These documents should clearly be denoted as "draft" on the cover. The Consultant shall seek concurrence from the County's ADA Project Team and incorporate any final changes as appropriate for adoption. These changes shall result in the third (final) draft.

I. Provide to the County's ADA Project Team printed, full-color copies of the final draft ADA Transition Plan, as well as electronic copies on USB flash drives. Also, provide a summary of the project, including an overview of the process, the comments received, participation of various stakeholders, and end result. This summary will be provided to the County Board of Supervisors and made available to the public.

J. Present the final draft ADA Transition Plan at a regularly scheduled Board of Supervisor's meeting (TBD) for discussion and adoption.

K. All project deliverables become the property of the County for unlimited use and distribution. Upon completion of the project, the Microsoft SQL or Oracle database shall be backed up by the Consultant and sent to the County. The Consultant shall also provide a copy of the file(s) from the non-proprietary application (i.e. Microsoft Excel or Access) that accesses the database with all of the queries and reports. These non-proprietary application files provide for database-driven electronic monitoring, tracking, and management mechanism at project completion that allows for reviewing and updating progress of barrier removal and will include generating reports of such progress.

TITLE PAGE

January 13, 2016

Proposal to Stanislaus County, CA

Professional Services for the
ADA Self Evaluation and Transition Plan
for Stanislaus County

Jasper Kirsch
Project Manager
415-345-3045 ext. 119

SALLY SWANSON ARCHITECTS, INC. (SSA)
T: 415-445-3045 F: 415-445-3055
220 SANSOME STREET, SUITE 1100 SAN FRANCISCO, CA 94104
WWW.SWANARCH.COM

NO SUB-CONSULTANTS

The SSA team has all necessary professional and technical disciplines in-house to staff this project for the County of Stanislaus and does not contract with sub-consultants.

PROPOSED APPROACH

Task I Project Management, Meetings and Training

Meetings

Project Kick-off Meetings
Upon award of the project, the SSA team will immediately begin the process of planning, coordinating and scheduling ADA self-evaluations. SSA will meet with the County's ADA Coordinator and project team and review and refine the scope of work, survey and completion schedules, as well as project communications, final deliverables and overall project strategies and goals. SSA will record and distribute Meeting Minutes to ensure project-wide understanding and accord of any and all decisions taken at the kick-off meeting.

SSA will meet with the ADA Citizens Advisory Committee to introduce and describe the project. This meeting will include: The processes that will take place, the timeline of the project and what to expect from each phase of the project. This will also be an opportunity to receive any general comments or questions.

County Staff Training (100 Employees)
For 36 years, SSA has developed a comprehensive approach to providing accessibility training for various public agency personnel and producing clear and complete training manuals and associated documents. Each training session will be developed consistently with adult learning principles. As such, learning objectives must be clearly identified and training modules that are developed need to be geared toward instilling skills in the trainee which were not possessed prior to training. These training activities are consistent with the guidance offered by the U.S. Department of Justice in their Title II Technical Assistance Manual, which reads:
"A review should be made to ascertain whether measures have been taken to ensure that employees of a public entity are familiar with the policies and practices for full participation of individuals with disabilities. If appropriate, training should be provided to employees."
The intent of this language is to use the findings of the Accessibility Assessment to design training programs that precisely address the needs of the entity in question.
Accessibility training has long been a cornerstone of SSA's service to our customer base. This experience includes the firm's current work with Caltrans providing ADA access training for design and construction engineers and field personnel throughout California to help ensure compliance with federal and state accessibility requirements on newly constructed or altered pedestrian facilities with the State right-of-way. In addition, SSA provided training to Caltrans' Division of Design, Office of Geometric Design Standards which addressed issues relevant to construction barriers and hazards, and issues relative to access to public rights-of-way. The final Stanislaus County training scope will be defined after the contract is negotiated and we engage in project planning and development.

Task II Self-Evaluation of County Programs, Services, Activities and Facilities

County Programs and Services
The method of review would be to meet with key County staff for the purpose of interviewing with them regarding County programs, services and activities. County staff involved would represent each department within County government.

Using the scope suggested by the US Department of Justice in their Title II ADA technical assistance manual and 28CFR 35 scope and ADA self-evaluation will be established. Policy will be reviewed and recommendations will be made where the county is needing to make changes to comply with state and federal disability civil rights laws (ADA of 1990, the ADAAA of 2008 and California government code 11135 and 12926).
Suggestions will be made where best practices may enhance the County's effectiveness in managing access for persons with disabilities. The consultants will develop an Excel based work plan template containing recommendations. This spreadsheet will serve as an implementation tool of self-evaluation activities and a demonstration of the County's good faith effort to comply with the disabilities civil rights statute. The spreadsheet combined with the narrative of the report may serve as a living document. Thus, as regulations change and case law impacts policy, changes can be incorporated into the self-evaluation and its work-plan.

Consultants will work with impacted County staff to assist in the coordination of the required public vetting of the ADA self-evaluation and transition plan.

County Public Rights-of-Way and Transit
Field Data Collection of the County's Public Rights-of-Way (250 miles of streets with sidewalk) curb ramps, pedestrian push buttons and transit stops.

County Sidewalks
For the pedestrian infrastructure inventory of the Public Right-of-Way, SSA proposes to use a unique but proven proprietary technology to document barriers and prioritize improvements where they are most needed. Similar technology, originally developed through a pilot program with the Federal Highway Administration (FHWA), has been implemented for the field inventory of pedestrian facilities in many other cities. The device is designed to measure the sidewalk surface at a rate of thousands of records per second capturing highly accurate information about slope and small surface variations identifying deviations from required ADA standards and other applicable technical requirements codes. A notebook computer on the surface profiler offers an interactive, real-time display during data collection.

For sidewalk cross-slopes, running slopes, vertical changes in level and obstructions, the measuring equipment provides a location and precise measurement of the barriers. Since most of the operation of this equipment is automated, the data collection will be consistent throughout the project area. This methodology has been used successfully on previous projects, saving immeasurable time and money while providing a superior deliverable for our clients. The data collected will be stored in a geodatabase which will form a deliverable for this project.

County Intersections – Curb Ramps and Pedestrian Push Buttons
SSA's Accessibility Surveyors will collect the required information for the curb ramps throughout the County owned streets. A data collection checklist, based on ADA and DOT requirements as well as PROWAG recommendations, will be pre-programmed into handheld data collectors. Using traditional measuring and smart-level equipment, Accessibility Surveyors will enter data directly into the data collectors.

SSA will use handheld computers to input measurements in the field and identify precise geographic location of the pedestrian features. Data collection, data validation, and linking to location and digital photo files will happen automatically as the Accessibility Surveyors enter data and move from point to point. The accessibility Surveyors will access the data entry and validation forms and aerial photography along with right-of-way, utility, topographic, or other feature data sets pre-loaded on the data collectors for easy reference in the field. This is very important as the logistics for the day's work will be identified on the map to keep the project on schedule and to minimize the possibility of missing an important feature in the field.

County Transit Stops (Approximately 130)
SSA will inventory and assess the transit stops within the Stanislaus Regional Transit (StaRT) service area. SSA will evaluate each transit stop and identify all barriers related to the Americans with Disabilities Act (ADA) accessibility standards. The Accessibility Surveyors will input findings into handheld data collectors.

County Facilities, Parks, Recreation and Fishing access
Field surveys of facilities, parks and fishing access (including interiors, accessible parking, passenger drop-off and loading zones, pedestrian pathways, restrooms, etc.) shall include the collection and precise documentation of field data for accessibility elements at each site identified in the scope of work. Field survey assessments will be done in the most unobtrusive manner possible to afford the least disruption to the City's business. SSA field survey staff will use the applicable current code standards; the updated 2010 regulations of Title II of the ADA, the Americans with Disabilities Act Accessibility Guidelines (ADAAG), and the 2013 edition of the California Code of Regulations/Title 24 and as applicable, the California Building Code (CBC). Elements required to be accessible and covered by the surveys will include the following:

Site Exterior: Survey will include exterior path of travel from/to the nearest site entrance point from/to the public right-of-way; accessible parking spaces; passenger drop-off and loading zones; walks and sidewalks; curb ramps; other ramps; way-finding signage; exterior elevators, lifts and where paths of travel from public transit or public parking serve the facility. If the County chooses; the existing County public right-of-way data can be coordinated with facilities survey data.

Interior: Survey will include all interior areas accessible to and by the general public (and select employee areas where there may be an opportunity to develop program alternatives and options for value engineering); entrances and exits; interior paths of travel; lobbies; public counters; seated waiting areas; public telephones (including TTY); drinking fountains; elevators; platform lifts; doors and gates; access to and through all rooms and spaces; corridors, hallways and vestibules; restrooms; room identification signs; areas of rescue assistance; assembly areas; assistive listening systems; and alarms.

Self-Evaluation Report
Self-evaluation report of physical barriers will be compiled and will include the findings of the ADA field assessments of the entire County's Public Rights-of-Way, Transit Stops, Parks, Recreation, Fishing access, County Programs, Services, Activities and Facilities.
These reports will include the following:

- Executive Summary;
- As-built dimensions as it relates to ADA access;
- Barrier Severity Rating (relative level of impact to access);
- Priority Ranking
- Reference to code defining the barrier to access;
- Proposed solution(s) to eliminate the barrier;
- Individual detailed cost estimate for each solution;
- Digital photographs of each barrier to access;
- Reference drawings/map showing the location of the barrier.

A draft self-evaluation of physical barriers report will be submitted via electronic PDF copy and (1) color printed copy to the County to the County's ADA Project Team. Feedback shall be incorporated into a second draft. A final draft will be created based on feedback from the meeting with the ADA Project Team and the Citizens Advisory Committee. All deliverables become property of Stanislaus County for unlimited use and distribution.
Task III ADA Title II Transition Plan

SSA will make the final changes and prepare the draft Transition Plan report to solicit public input. The draft report will include, as required by ADA:

1. The sequence of barrier removal to provide Stanislaus County the best program access.
2. Annual funding identification.
3. Designation of person responsible for implementation of the Transition Plan.
4. Schedule for implementation of the Transition Plan.

SSA will provide electronic drafts of the Transition Plan to the County's ADA Coordinator and Project Team, ADA Citizen Advisory Committee and key County department staff to discuss the initial draft Transition Plan. Feedback will be solicited from this draft document and comments and changes will be incorporated into the draft transition plan.

SSA will meet with the community at an advertised public meeting held on a weekday evening to present the draft transition plan. Public outreach efforts shall include notices published in the Modesto Bee and postings on the County website ahead of the meeting. All comments and suggestions from the meeting shall be documented. A second draft will be compiled incorporating the public comments. This draft will have a final review by the County's ADA Coordinator and Project Team and ADA Citizens Advisory Committee. The final comments and changes will be incorporated into a final transition plan document.

A final ADA Transition Plan document will be provided for the County's ADA Coordinator and Project Team as printed, full-color copies and electronic copies on USB flash drives. Included in the document will be an introductory summary and overview of the project, comments received, stakeholders that participated and end results. This summary is to be provided for the County Board of Supervisors and available to the public.

The final draft of the ADA Transition Plan will be presented at the Board of Supervisor's meeting for discussion and adoption.

Task IV Geographic Information

4.1 County Public Rights of Way & 4.2 Transit

SSA will integrate field data collected in the field into an ESRI geodatabase. This geodatabase will include all of the barriers identified in the Counties Public Rights-of-Way and transit system. This geodatabase will include latitude, longitude, relevant photos, measurements, solutions and estimated solution costs. This geodatabase will seamlessly integrate into the County's Geographic Information Systems (GIS) and use the coordinate system (NAD_1983_StatePlane_California_III_FIPS_0403_Feet).

PERFORMANCE

Sally Swanson Architects, Inc. (SSA) proposes only in-house staff of long-term tenure to provide specialized ADA access services to Stanislaus County. SSA's strength lies with its staff which is key to successful project outcomes. The proposed in-house project team has an unparalleled depth of experience in ADA access. Project Manager, Jasper Kirsch, ICC, Certified Access Specialist (CASP) has collaborated with cities and counties for over a decade for complex and diversified accessibility projects. He is widely known for a nuanced understanding of code interpretations – often resulting in substantial cost savings for clients facing limited funding. Mr. Becker is a GIS Specialist and Field Data Analyst involved in data management including data fields, data validation values, and data format and delivery procedures, producing GIS data for many cities/counties where scope requires creating database frameworks that organize and analyze large quantities of information, as well as efficient database management and quality control techniques. Significantly, Mr. Becker has assessed more than 15,000 curb cuts over the past four years. Michael Paravagna, the team's Program Access Specialist brings decades of knowledge in the preparation of ADA self-evaluation assessments and ADA implementation programs.

Major challenges are generally not an issue in the conducting and coordinating of an ADA Self-Evaluation and Transition Plan. Rather, it is up to the consultant to communicate effectively with all stakeholders and assure that County staff is trained to move forward successfully once the consultant's contract term concludes. SSA's time-tested approach, honed over 36 years, with regard to conducting the ADA Self-Evaluation and Transition Plan, ensures that stakeholders are fully informed and that the County individual tasked with updating and maintaining the Self-Evaluation and Transition Plan, has a thorough understanding of the project and what is expected of them.

SSA's schedule will fulfill Stanislaus County's requirements thoroughly and expeditiously while saving time and money through leveraging both team experience and technology. SSA developed the schedule drawing on our depth of experience in large field data collection and experience with County/City projects using sidewalk profilers and data management software to streamline the planning, logistics and execution.

Exhibit I

ACKNOWLEDGMENT OF ADDENDUM FORM

TO THE COUNTY OF STANISLAUS

THIS ACKNOWLEDGMENT IS SUBMITTED BY:

Sally Swanson Architects, Inc.

(Firm/Company Name)

1. In submitting this Proposal, Respondent represents that the Respondent has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum Number	Addendum Date	Signature of Respondent
No. 1	12/11/2015	
No. 2	12/21/2015	
No. 3	01/08/2016	

Exhibit E

ACCEPTANCE OF FORM OF PROFESSIONAL SERVICES AGREEMENT

NAME OF RESPONDENT Sally Swanson

The above Respondent hereby agrees to sign Professional Services Agreement substantially similar to the form of Professional Services Agreement attached to the RFP as Appendix D, or has attached proposed modifications to the form of Professional Services Agreement as an Addendum to this signed Acceptance.

[Respondent must check one of the following boxes, and complete if applicable]

☐ Respondent's proposed modifications to the Professional Services Agreement are attached as Attachment[s] _____ **[complete as applicable]** to this signed Acceptance, pursuant to the "Strikeout" or "Underline" format described in RFP Section 3.1.

☑ Respondent has no proposed modifications to the Professional Services Agreement.

Signature: _____

Print Name: Sally Swanson

Title: CEO

Date: 01/13/2016

ADA Accessibility Consulting Services and Experience

Self-Evaluations

SSA provides a comprehensive review of an organization's policies and procedures, with recommendations for improving program access for those with disabilities. SSA can also train staff to evaluate on their own. Barriers to ADA compliance are pinpointed so that they can be addressed to achieve compliance. These include not only physical access at facilities, programs, and events, but also employment policy, training, emergency management and grievance policy management.

Transition Plans

The Transition Plan contains ADA surveys of all public facilities, identifying any structural modifications necessary for the removal of barriers to program accessibility. SSA has more than thirty years of experience developing ADA Transition Plans for over 100 public and private entities; we also work with Cities, such as St. Louis, MO, where we trained staff to conduct rights-of-way surveys.

Physical Access Compliance Survey / Paths of Travel

SSA's Paths of Travel surveys provide a comprehensive, detailed physical survey, including full documentation, evaluation reports, and proposed alternative cost-saving solutions.

ADA Workshops and Training

Our experienced CASp professionals have provided training of staff on ADA surveying, design, disability awareness, and ADA sensitivity. SSA delivers programs and activities that minimize exposure to complaints and grievances. We can provide workshops about the new ADA Accessibility Guidelines and how the new 2010 requirements differ from the California Accessibility Standards.

Guidelines, Standards and Specifications

SSA has prepared a variety of guidance documents that cover all accessibility issues and requirements that must be considered for project designs. Standards and checklists set a framework of code compliance expectations that can be quickly determined.

Sally Swanson Architects was solely responsible for the development of a Transition Plan for the County of Mendocino ... SSA demonstrated a high degree of professionalism ... Unambiguous advice and effectual guidance is typical for this firm. They provided the County of Mendocino with a product that assists the division of Building and Grounds in the identification and removal of architectural barriers within given budgetary and time constraints. We would readily work with SSA again and recommend their services.

– Tim Garrison, Manager, Buildings and Grounds
County of Mendocino, General Services Department

CA DIVISION OF THE STATE ARCHITECT (DSA)

SSA's new and modernized State-funded projects all undergo DSA reviews, which we perform on DSA's behalf as accessibility plan checkers for other applicants' projects.

SSA's expertise with DSA extends into the agency's High Performance Incentive (HPI) Program for educational entities, delivering not just healthier, more sustainable learning environments with lower life-cycle costs but also cash grants for delivering those results. With our best practices gleaned from this experience our team can provide an unsurpassed level of cost-effective plan checking and design services.

Below is a summary of services we have provided to DSA:

1. DSA Access Compliance Reference Manual
SSA developed a comprehensive desk manual and checklist for DSA/AEC use. The "Preliminary Design Access Compliance Plan Review of New Construction Projects" was first published in 2003. A revised 2009 version of the published document is available on the DSA web site at: http://www.documents.dgs.ca.gov/resd/RELPS/leaserequirements/consultant%20checklist.pdf

2. Assistance to DSA with Standards Development
SSA team members served on DSA's "Evaluation of Detectable Warnings Advisory Committee", and Staff served on the committee to develop DSA's "Certified Access Specialist Program" (CASp).

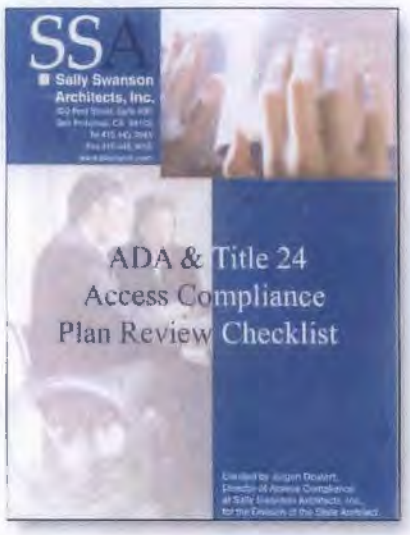
3. Access Compliance Code Consultant to DSA
SSA is one of the leading access compliance consultant firms the DSA/AC continually relies upon in analyzing complex access code compliance issues.

4. Plan Check Services for DSA
SSA is one of few California firms to provide access compliance plan reviews, backcheck reviews of drawings and specifications. SSA ensures that all plans are in conformance with the California Building Standards Code (Title 24) and regulations developed by DSA/AC and in accordance with established procedures as directed by DSA's Access Compliance Program.

5. Survey and Transition Plan of Five DSA Offices
SSA conducted access compliance surveys and Transition Plans for the DSA headquarters in Sacramento and the four regional offices.

6. Survey and Monitoring Barrier Removal Projects of a 1,000,000 SF State Office Building
SSA was retained by DSA/AC to investigate and survey alleged violations of State and Federal access regulations at a 1,000,000 SF high-rise State office building. SSA assisted the involved parties in their barrier removal efforts. This included expert advice, code knowledge, checking proposed solutions for compliance, as well as monitoring the construction process.

SSA's ADA & Title 24 Access Compliance Plan Review Checklist Created for DSA



While working with our office, Sally Swanson Architects has demonstrated a thorough understanding of State and Federal accessibility regulations and their relation to each other.

— Michael Mankin
Architect/Principal
Former Supervising Architect
Universal Design, DSA Headquarters

Sally Swanson Architects has demonstrated an in-depth knowledge of accessibility regulations and a high degree of professionalism in conducting plan reviews.

— Barry Ryan
DSA's Oakland Office

DIGITAL PROFILING OF SIDEWALK INVENTORY & GIS INTEGRATION

The sidewalk profiler is an alternative to the traditional method of compiling survey results which utilizes cost effective proprietary technology in gathering field data of pedestrian facilities within the public rights-of-way. This technology is six times faster than the traditional method of field data collection.

Profilers and GIS Tools

Sidewalk profiling devices enable the capture of highly accurate location-specific data about barriers and hazards that can make a sidewalk difficult to navigate. Innovative software mounted on the profilers allow for the data to be exported to a city's asset management database or integrated into a geodatabase.

Unlike survey data collected at a curb ramp, which is located at one point in an intersection, data along a mid-block section of a sidewalk could be spread over anywhere between a ¼ mile to several miles. Using GIS technology to pinpoint these multiple locations along the length of a section of sidewalk is the most feasible way for a contractor to go out and repair sections of sidewalk.

GIS Viewers

Using Surface Profilers with Geographical Information System (GIS) is a cost-effective solution to inventory and map ADA barriers within pedestrian infrastructures. For those who do not have access to GIS software, a browser-based GIS viewer is also accessible from a dedicated webpage. Just like Google maps, the GIS viewer can pan across or zoom into a jurisdiction's map, turn on and off layers to identify barrier types for different pedestrian features, and view collected data and analysis on a dedicated web page from any computer. The ability to have documents updated regularly with real-time information on compliance facilitates barrier removal and easy access from a website improves data input as projects are programmed and funding is secured, allowing regular measuring of progress.

Prioritize Barriers

To prioritize barriers, layers of information are created and laid on top of each other. A variety of location characteristics, such as socio-economic data, transit routes and stops, arterial classifications, housing and employment density and others, are integrated into GIS. Heavily used pedestrian facilities are assigned a higher activity score, which would determine their priority for upgrades.

User-friendly interfaces also allow adjustment to weights based on stakeholder input and different scenarios to validate the scoring strategy based on the severity of each individual barrier. Knowing the prioritization scores allows fitting the scope of work to existing budgets.

Generate Reports

The sidewalk inventory data is used to generate reports at the push of a button.

- The report can be generated by street with scope and cost summaries.
- Alternative work orders can be generated to identify a particular type of barrier across the entire inventory.
- Annual update reports provide governing bodies with a dashboard on the utilization of public funds.
- Reports identify barriers within the limits of work of a Capital Improvement Project ensuring inclusion in the final scope and budget.

Update in the Field

As projects are completed, or new ones appear in the field, they can be added or annotated in the field through handheld devices. ADA codes and guidelines are automatically incorporated and analyzed and are updated as they change.

Benefits

A detailed inventory of pedestrian infrastructure meets the basic requirement of the law and also provides other advantages:

- Identify severe hazards
- Manage risk and legal exposure
- Track your progress
- Document good-faith efforts

February 5, 2016

SALLY SWANSON
ARCHITECTS, INC.

Stanislaus County Work flow: Self-Evaluation Process Expectations

In brief, the team (Stanislaus County and SSA) needs enough flexibility built-in to the framework of the contract so that the work can be fluid, meeting schedule targets. This allowance will maximize efficiency and ensure that Stanislaus County "covers exposure".

Project challenges
In developing a Self-Evaluation project to benefit 26 departments it is critical to acknowledge the complexity of the interaction between the diverse departments. SSA's challenge will be to fully document and coordinate the findings and recommendations. In terms of the County's control departments, such as: Public Works, General Services, Planning and Treasurer SSA will develop an approach to the project where we conduct the Self-Evaluation of the control departments first. These are the departments that set policies that are used by other departments in the system. Upon completion of the data collection and development of findings and recommendations for these control departments, SSA will evaluate other departments in the subsequent phase.

For the evaluation of the remaining departments SSA will use the more traditional approach we've used successfully with governmental agencies evaluated to date. This entails developing a unique survey adapted from those we have developed specifically for Self-Evaluation use. SSA's expectation is that each department will provide us with their pertinent policies and permit access to staff regarding the survey questions we need to consider. To facilitate a usable Self-Evaluation system – based on the number of departments [26], we recommend conducting an individualized chapter for each department. The chapter of the Self-Evaluation for each department will include the survey questions, responses, findings, recommendations and implementation work plan for that department.

There will be a generic narrative for the report to include, but not be limited to, sections that address the importance of disability civil rights; the County's commitment; the scope and nature of the current project; the methodology used to execute this project, and the chapters of the various departments reviewed. As information is available electronically, these chapters might be assigned to the individual department for implementation. The results of implementation can be documented in their Self-Evaluation work plan.

Where departments are operating based on policies developed by other departments, SSA may not be able to fully appreciate the impact of the control departments until we conclude the review of all departments. At that point, the control departments' draft review may need to be revised.

415 445 3045
220 SANSOME STREET, SUITE 1100 SAN FRANCISCO, CA 94104

Vetting
Options exist to modify the manner in which we have conducted vetting in other projects. To date, we have held public meetings with interested parties at the conclusion of the data collection and report development. SSA recommends that we conduct meetings relative to this stage of project.

This project may also afford the opportunity to hold public meetings early into the project asking the community to share and discuss how they're experiencing County programs, services and activities. The results of this community process might be documented in the narrative of the report and segregated from the individual reports of the control departments or other County departments. Community input may support Self-Evaluation efforts when evaluating individual departments. This activity would also provide greater insight into County government processes as well increasing the breadth and nature of the project.

Training and guidance
Until the data is collected and SSA has had an opportunity to conduct an analysis, it is too soon to effectively speak to this topic.

There are certain trainings, however, that tend to be beneficial for entities like Stanislaus County. Among the topic areas, SSA currently offers are:

1. Awareness and etiquette
2. Human Resources management (this can be an intensive course for personnel officers in conjunction with a more basic course for managers and supervisors).
3. Emergency management and persons with disabilities
4. ADA training for maintenance staff
5. Accessible meetings and event planning
6. ADA training for disability advisory committees

Training concerning accessible purchasing activities (This course is generally best done as a lunch and learn session. It is designed to assist purchasing agents in executing their responsibilities in a manner to avoid using public funds that might result in a violation of disability civil rights laws).

Please note that other trainings may be identified as necessary or desirable upon the completion of the Self-Evaluation report.

Guidance

In order to make this project more sustainable it is advisable for us to develop a series of guidance documents that can be housed on the shared drive available to County employees. The vision is to have a system in place that allows County employees to retrieve a document by subject, obtain a brief overview of information as needed, and have access to further information or resources if needed.

This would add significantly to the project scope as guidance documents would need to be developed. Although it's not possible to enumerate what documents would be needed as the Self-Evaluation has not yet been conducted. SSA's rationale for this system is to enhance the support to County employees, improve County services to persons with disabilities, and assist the County in managing its legal risk relative to litigation and grievances that might arise if services are not provided appropriately. In addition to this system, there are numerous times within the Self-Evaluation process where we find that policies need to be either updated or created. This service can be provided by SSA on an additional fee basis. Again, without having completed the Self-Evaluation report, SSA is unable to state what policies, if any, might need to be developed.

The Self-Evaluation effort signals a significant change for County government. A major leadership challenge in creating change is communicating the importance of the effort and obtaining buy-in from all stakeholders within the system.
Discussion with key County team members can recommend how to engage stakeholders in the process.

Stanislaus County is poised to undertake a massive project. SSA will work in concert with the County throughout, and anticipates needing a considerable amount of time to conduct, coordinate and produce the Self-Evaluation report (containing 26 County department chapters). It is essential to follow up with individual departments in a timely manner to clarify findings, coordinate policy issues, and conduct extensive editing to ensure that the end result is concise and usable.

STANISLAUS COUNTY

ADA Self-Evaluation and Transition Plan

Sally Swanson Architects, Inc. (SSA)

January 21st, 2016

220 Sansome St, Suite 1100, San Francisco, CA 94104 | ssa@swanarch.com | T: 415.445.3045 | F: 415.445.3055

The SSA Team Utilizes Innovative Technology that Generates Dramatic Cost Savings

Our Unsurpassed ADA Transition Plan Experience Provides Stanislaus County with Proven Project Control

We Offer ADA Compliance with No Surprises

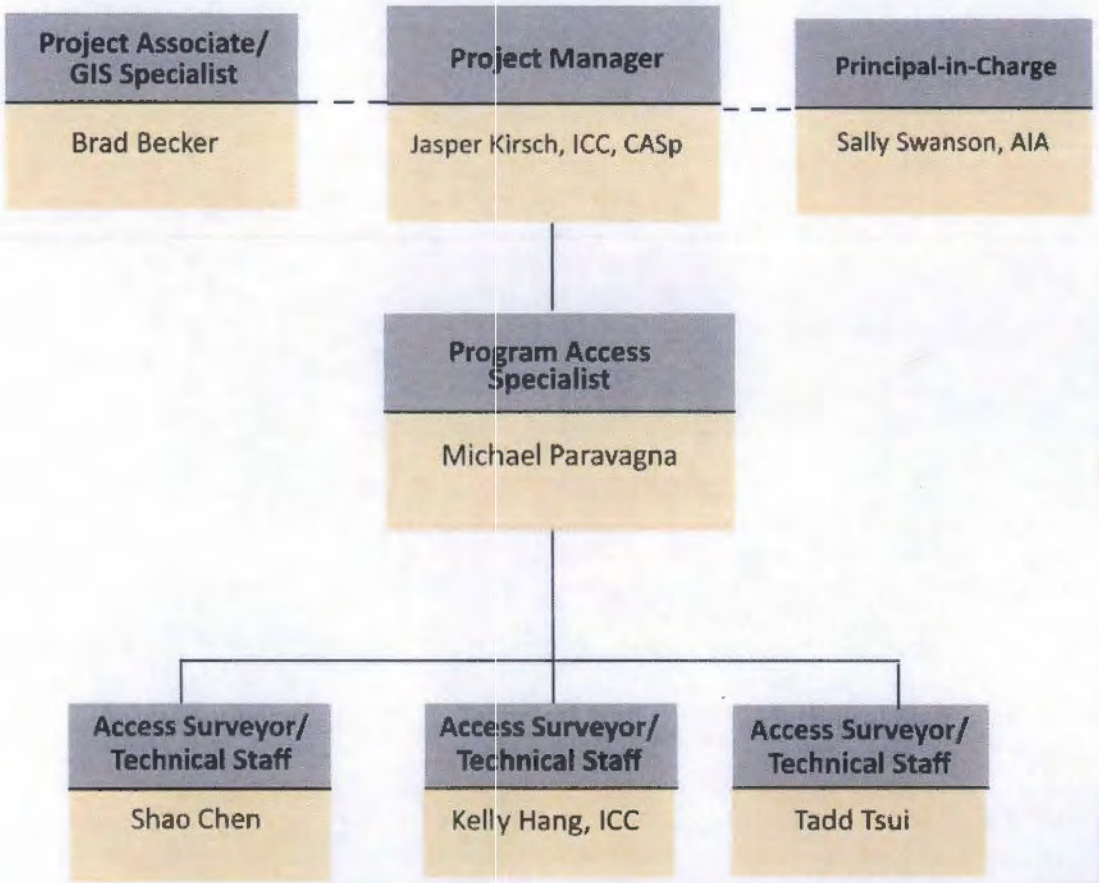
2

Agenda

- Introductions
- Project Approach
  - Task I: Project Management
  - Task II: Self Evaluation & Data Collection
  - Task III: Transition Plan
  - Task IV: Geographical Information (Optional)
- Why Choose SSA?
- Questions and Answers

INTRODUCTIONS

ADA Compliance Project Team



Principal-in-Charge
Sally Swanson, AIA

- Over 36 Years ADA Experience and recognized as a leader in Access Compliance
- Helped develop the building code requirements for California's Title 24 disabled access regulations
- Appointed a member of the California Division of the State Architect (DSA) Advisory Access subcommittee
- Founding Member of the Standards Development Committee, Global Universal Design Commission (GUDC)

Project Manager
Jasper Kirsch, ICC, CASp

- 10 Years of Experience
- Manages and works extensively on all types of accessibility compliance projects ensuring that our clients are meeting ADA/ADAAG, CCR Title 24 and other relevant access obligations
- ADA Compliance for Caltrans and the cities of: Alameda, Richmond, Monterey, San Marcos, Solana Beach, Turlock, CA; Santa Fe, NM, and Burlington, VT
- Provides geo-referenced database training and guidance to City Staff

Program Access Specialist
Michael Paravagna

- Over 30 years of experience in ADA disability issues; over 18 years in ADA building compliance
- Commissioner- CA Commission on Disability Access (CCDA)
- For over 13 years, taught State Government how to deal with the Self-Evaluation mandate
- Presented workshops on Self-Evaluations at The National Association of ADA Coordinators (NAADAC) conferences
- Served as Sacramento City-wide ADA Coordinator, implemented ADA revisions through all City departments

Project Associate

Brad Becker, GIS Director, Data Analyst

- Data Management and Data Validation
- Quality Control
- Integrates data into GIS format
- GIS based prioritization of ADA barriers and activity
- In-depth analysis of ADA Public rights-of-way for cities: San Marcos, Clovis, Monterey & Turlock
- Software Expertise: ArcGIS 10.1, FME, Python
- Provides training to City Staff for GIS tools

COMPANY EXPERIENCE: Who SSA Is…

Sally Swanson Architects, Inc.

Founded In 1980

Firm Consists of:

- 2 Licensed Architects
- 2 Certified Access Specialists
- 14 Staff in Total
- 200+ Years of Combined Experience

Firm Specializes in:

- ADA Access Compliance
- Civic and Educational Design

An Award Winning firm believing that…

"Everyone Deserves a Chance to Participate"

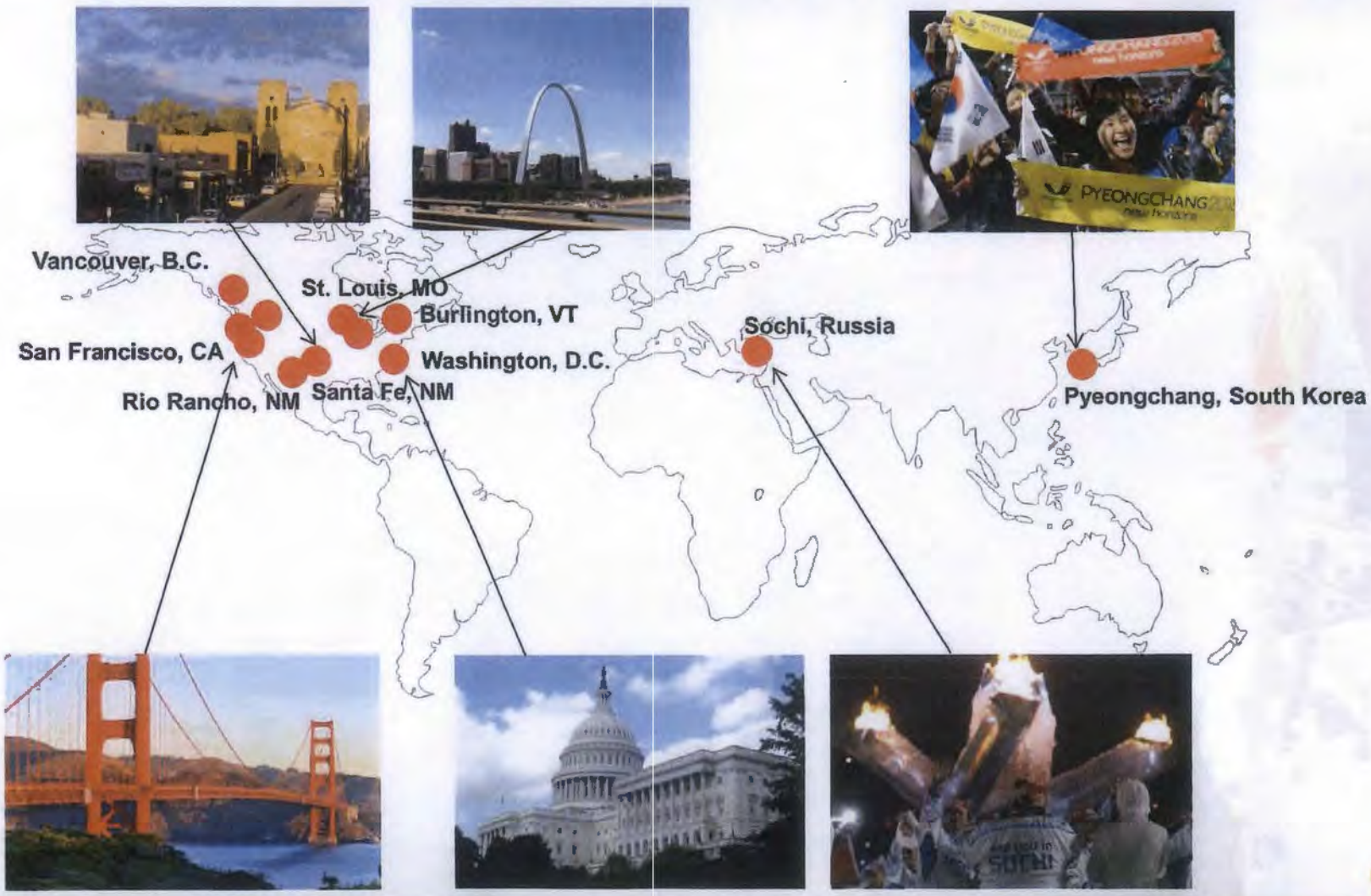
Access Compliance Milestones

1975 Helped author Access Compliance Codes under Title 24
1979 Developed Format for Transition Plans with Dept. of Rehab.
1982 Determined State Funding Obligations for Access Compliance
1991 Developed priorities for California Community Colleges
1994 Refined concept of Path of Travel with DSA
1998 Developed Transition Plan guidelines for Dept. of Corrections
2003 Developed DSA's Access Compliance Plan Review Manual
2003 Developed RESD's Accessibility Survey Checklist
2007 Assisted Sochi, Russia - Host, 2014 Olympics/Paralympics
2008 Assisted CCCSO Choice Committee
2008 Expert testimony to US Access Board
2009 Member, Standards Development Committee, GUDC
Assisting S.Korea in bid to host the 2018 Olympics/Paralympics

Paralympic reporter for the U.S. Paralympics, a division of the United States Olympic Committee:

2008 Beijing Summer Paralympic Games
2010 Vancouver Winter Paralympic Games
2012 London Summer Paralympic Games
2014 Sochi Olympic/Paralympic Games
2018 PyeongChang Winter Olympic/Paralympic Games

SSA has Worldwide Accessibility Project Experience!



SSA has City & County Agency ADA Assessment Experience!

Petaluma, CA

San Francisco, CA

San Diego, CA

Marin, CA

Sacramento, CA

Lemoore, CA

Green ADA

- Maintenance perspective: Ensuring sustainability over the long term
- Green Construction Materials with LEED Benefits
  - Low VOC paint
  - Recycled content
    - Bathroom partitions
    - Signage
    - Paving
  - Accessible vs. Sustainable Goals
  - Linoleum vs. Vinyl
  - Recycled cotton insulation

Sustainable SSA Projects

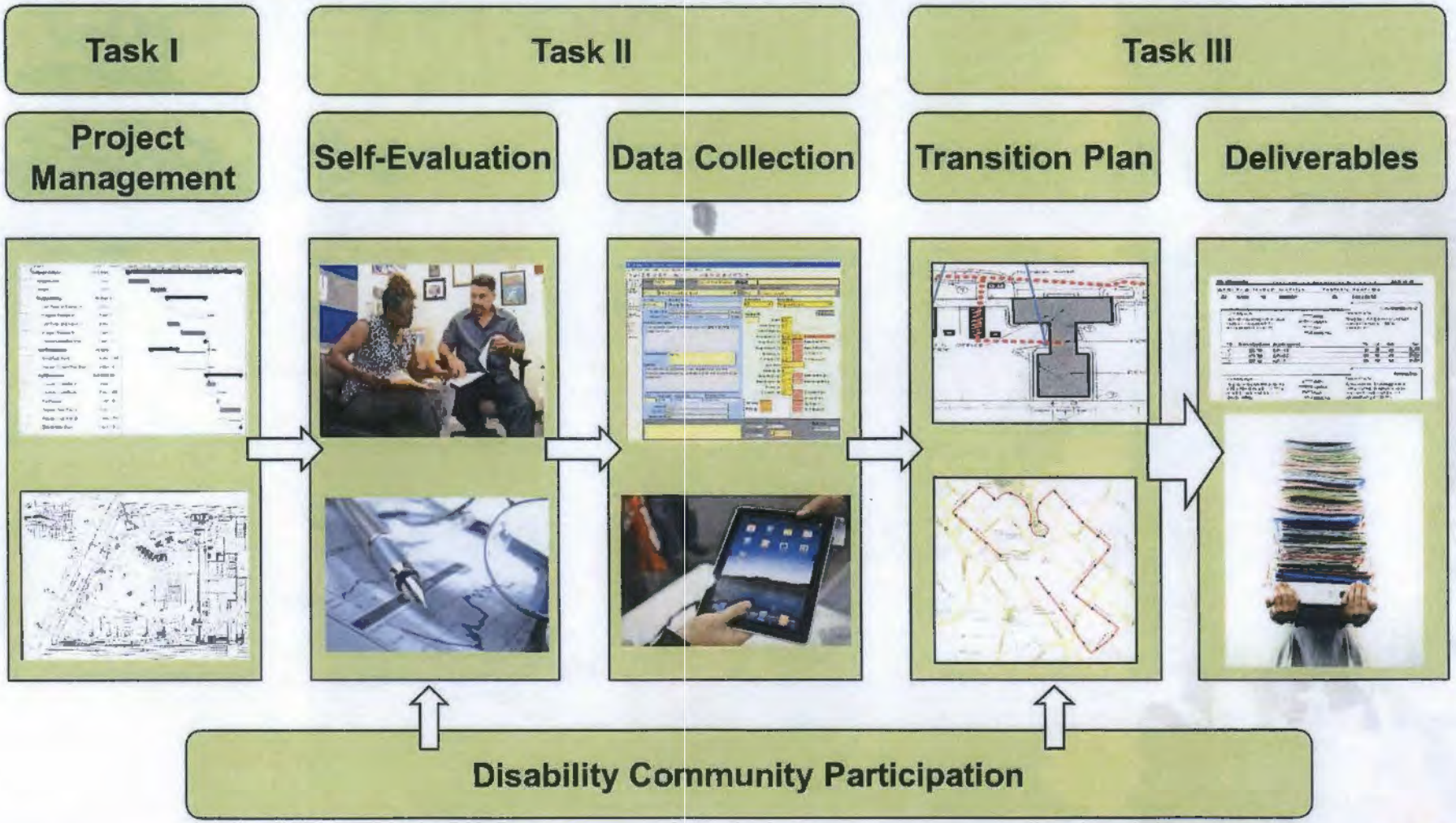
Now in Design/Construction:

- CDCR Medical, Stockton—LEED Silver
  - ADA Plan Review by SSA
  - 1.2 million square feet on 144 acres; $1.2 billion
- FORD Elementary School
  - SSA designed school that received the highest CHPS ratings for school sustainability

- 38% reduction in storm water run-off
- 98% of storm water treated on site
- 49% reduction in sewage
- 27% superior to Title 24 energy performance
- 75% of construction site waste recycled
- Substantial reduction in electric lighting
- Enhanced air quality
- Use of non-toxic, low-VOC materials
- Enhanced security and communication

PROJECT APPROACH

PROJECT OVERVIEW



TASK I: PROJECT MANAGEMENT

- Communication with County's ADA Coordinator
- Collaboration with Staff
  - Staff Training
- Project Logistics
  - Obtain documents & survey plans
  - Economical Solutions
  - Minimize Client Effort
  - Maximize Client Control

TASK II: SELF EVALUATION & DATA COLLECTION

- **Self Evaluation:**
  - Programs
  - Services
  - Policies & Procedures
  - Grievance Procedures
- **Data Collection:**
  - Scope
  - Sidewalk Surface Profiling
  - SSA Database

Self Evaluation

Review of Existing Programs

Program Offering Policies and Guidance Documents

- Centers / Classrooms / In-Home
- Materials / Presentation Methods
- Recreational Opportunities
- Meals Programs
- Discounts or Other Program Eligibility

Review of Existing Services

Provided Services Policies & Guidance Documents

- Information Dissemination
- Web-based Services
- Public Meetings
- Public Transit
- Land Use / Project Review
- Post-Disaster Response

Review of Existing Policies & Procedures

Policy Roll-Out & Guidance Documents

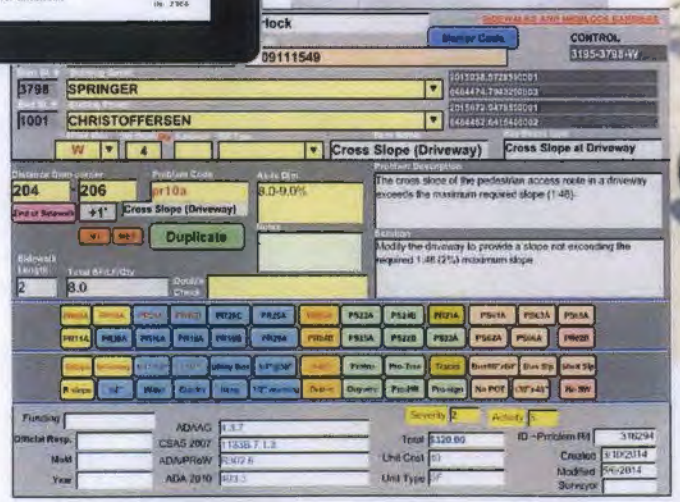
- Communication Policy
- Grievance Procedures
- Staff Training
- Sign Language Interpreters
- Service Animals
- Model Policies & Guidance Documents

Review of Grievance Procedures

Methods SSA Will Review and Model

- Procedures for Complaints arising under ADA & CA State law
- U.S. DOJ's grievance procedures model as template
- Tools to Manage Legal Exposure
- Tools to Reduce Claim Recurrence

Data Collection



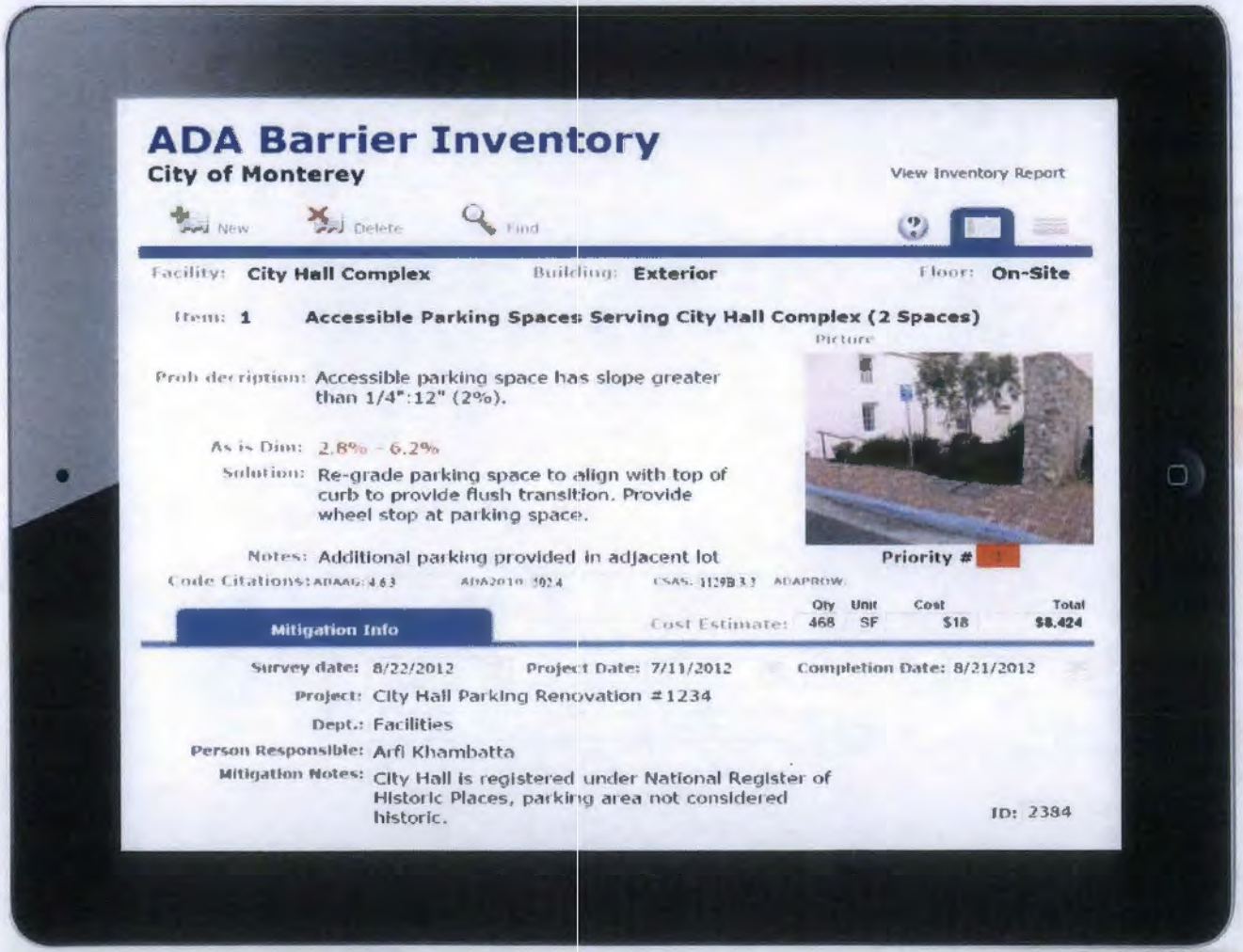
Scope

County Parks, Facilities, Transit, & Public Right-of-Way

Approximately:

- 250 miles of streets with sidewalks
- 2,500 unsignalized intersections
- 50 shared and unshared signalized intersections with the City of Modesto
- 50 shared signalized intersections with Caltrans
- 130 bus stops
- Over 160 facilities/parks (Totaling 2 million sq. ft.)

SSA Database (iPad Integration)



ADA Barrier Inventory

City of Monterey

View Inventory Report

New Delete Find

Facility: **City Hall Complex** Building: **Exterior** Floor: **On-Site**

Item: **1** **Accessible Parking Spaces Serving City Hall Complex (2 Spaces)**

Picture

Prob decription: Accessible parking space has slope greater than 1/4":12" (2%).

As is Dim: 2.8% - 6.2%

Solution: Re-grade parking space to align with top of curb to provide flush transition. Provide wheel stop at parking space.

Notes: Additional parking provided in adjacent lot

Priority # 1

Code Citations: ADAAG: 4.6.3 ADA2010: 502.4 CSAS: 1129B.3.3 ADAPROW:

	Qty	Unit	Cost	Total
Cost Estimate:	468	SF	$18	$8,424

Mitigation Info

Survey date: 8/22/2012 **Project Date:** 7/11/2012 **Completion Date:** 8/21/2012

Project: City Hall Parking Renovation #1234

Dept.: Facilities

Person Responsible: Arfi Khambatta

Mitigation Notes: City Hall is registered under National Register of Historic Places, parking area not considered historic.

ID: 2384

SSA Database

Easily Adaptable to the County's Needs

- Work Orders and Reports generated for in-house shops
- Low cost to procure and maintain – FileMaker Pro
- Data exports to County's facilities DB system

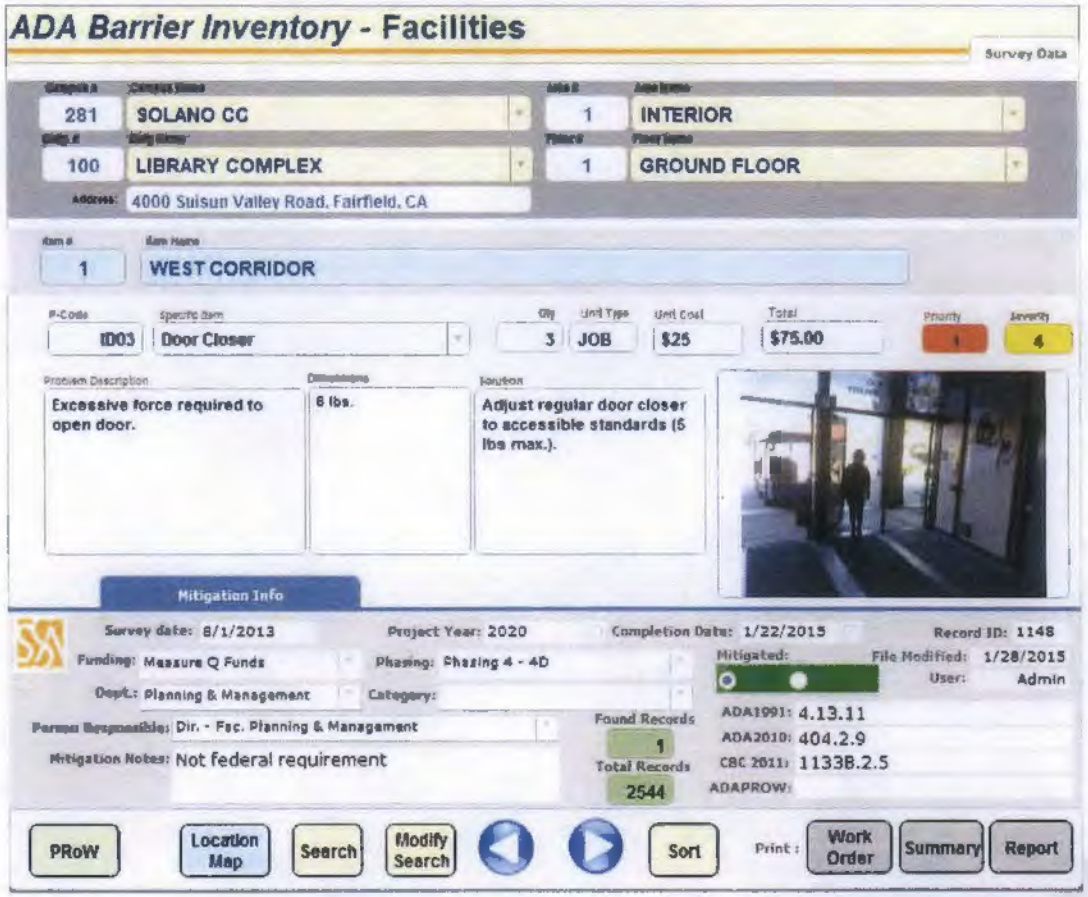
  (FMP, Excel, **Access**, FMS)
- Links to GIS (optional), barrier location plans and photos
- Training is provided for database utilization

Example Screenshot: Database Layout

Location

Barrier

Method of Mitigation



Photo

Code Section

Navigation

Reports

Report Information

City of Turlock | **Access Compliance Survey Report** | **101-0-1**

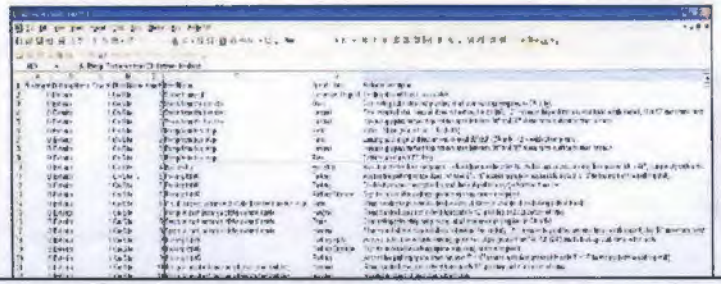
Facility: **City Hall** Area: **Exterior** Part/Floor: **On-site**

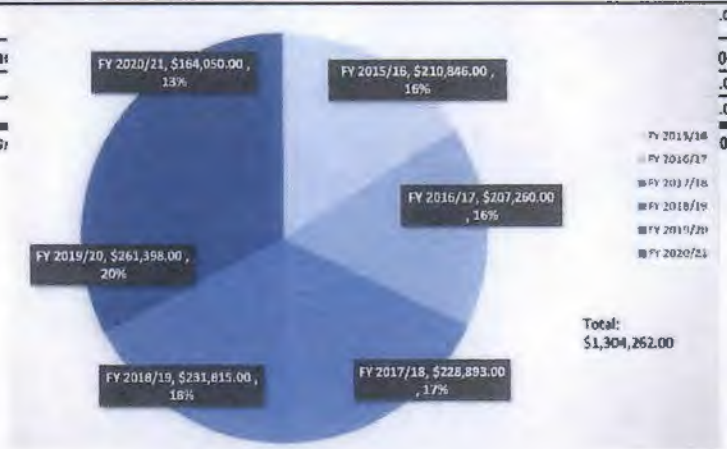
Item No. and Name	Existing Architectural Barrier and Proposed Solution	Codes / Mitigation Info	Qty	Unit	Cost	Total
1 Single Accessible Space at Lower Lot						
Parking						
102	• *As-Built Description:* Accessible parking space does not have 5' wide access aisle; 8' wide for van accessible aisle. • *As-Built:* 16'-6" long to built up curb • *Proposed Solution:* Modify parking aisle(s) to create accessible space by restriping. • *Notes:* Overall length 21'-3" curb to curb	*PCODE* EA02B *ADAAG* 4.6.3 *ADA-2010* 502.3 *CSAS* 1129B.3.1 *Priority* 1 *Severity* 4 City Hall Exterior Upgrades 4/9/2014	1	JOB	$200	$200
	Mitigated: Yes No					
Parking Signage						
101	• *As-Built Description:* CA only: Additional Sign or additional language below the symbol of accessibility stating "Minimum Fine $250" not provided. • *Proposed Solution:* Provide compliant parking signage that includes fine information.	*PCODE* EA04G *CSAS* 1129B.4 *Priority* 5 *Severity* 4 City Hall Exterior Upgrades 4/9/2014	1	JOB	$100	$100
	Mitigated: Yes No 6/13/2014					

Cost Summary & Analysis

City of San Marcos — Access Compliance Survey Report — Cost Summary (By Bldg/Floor)

Facility: 101	San Marcos City Hall			$354,459.00
	101-0-1	Exterior	On-Site	$240,710.00
	101-1-1	Interior	Ground Floor	$43,814.00
	101-1-2	Interior	Second Floor	$24,865.00
	101-1-3	Interior	Third Floor	$40,730.00
	101-1-4	Interior	Fourth Floor	$4,340.00
Facility: 103	San Marcos Community Center			$78,070.00
	103-1-1	Interior	Ground Floor	$78,070.00
Facility: 104	Joslyn Senior Center			$46,620.00
	104-0-1	Exterior	On-Site	$28,325.00
	104-1-1	Interior	Ground Floor	$18,295.00
Facility: 105	Fulton House			$24,015.00





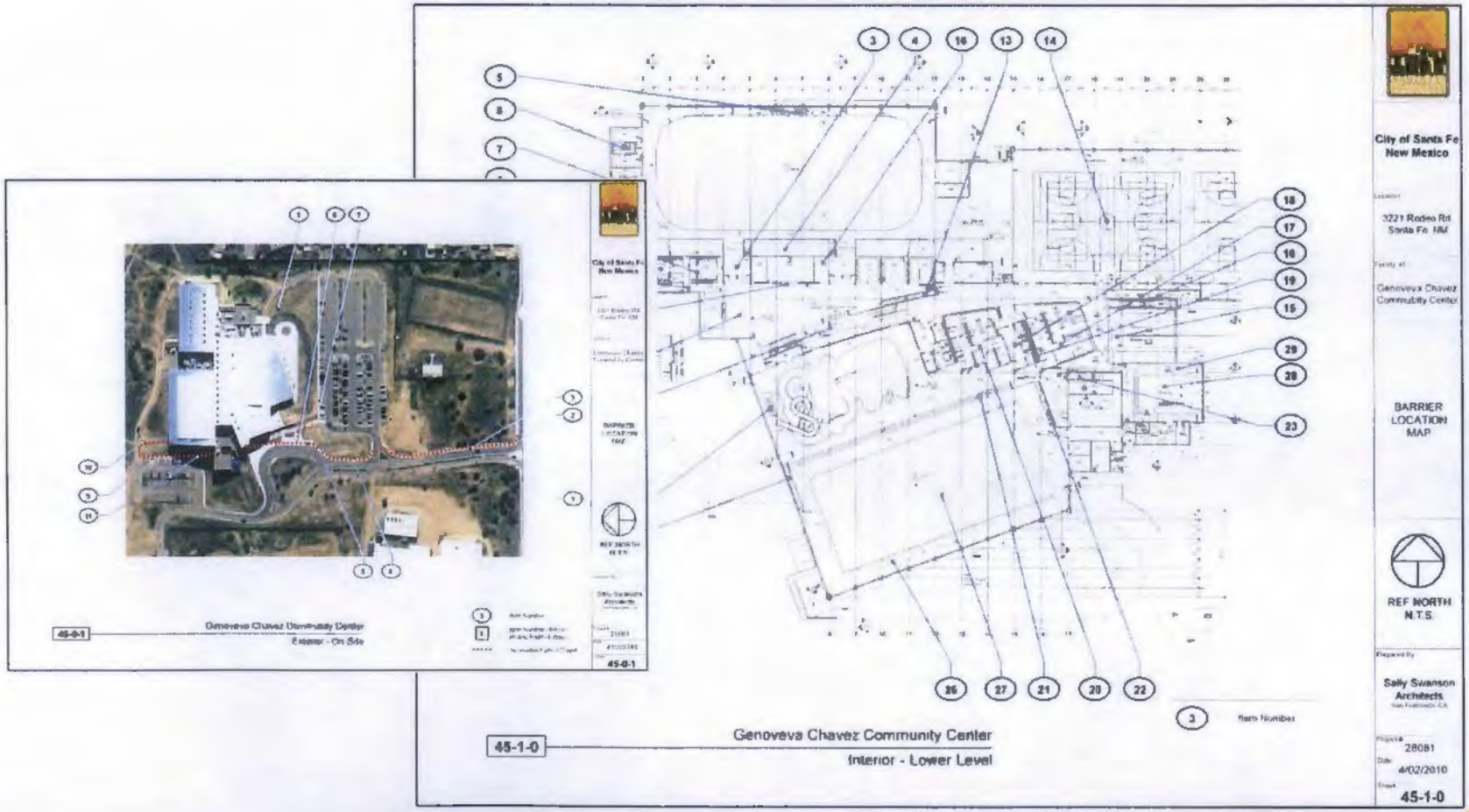
S.M.C.C.C.D. — ADA TRANSITION PLAN WORK ORDER — 7/9/2005

Campus No.: 371 — Campus: Cañada College

As-is Condition	Requested Work
Excessive force required to open door (5 lbs. for interior doors; 8.5 lbs. for exterior doors).	Adjust regular door closer to accessible standards (5 lbs. for interior doors; 8.5 lbs. for exterior doors).

Bldg/Part No. 1	Building: Physical Education		Floor: Lower Level	
Key No. 10	Room/Space: Women's locker room #125			Qty 2
Bldg/Part No. 1	Building: Physical Education		Floor: Lower Level	
Key No. 14	Room/Space: Instructor's dressing room			Qty 1
Bldg/Part No. 1	Building: Physical Education		Floor: Lower Level	
Key No. 15	Room/Space: Cañada fitness institute #101			Qty 1
Bldg/Part No. 1	Building: Physical Education		Floor: Lower Level	
Key No. 19	Room/Space: Fitness center room #138			Qty 3
Bldg/Part No. 1	Building: Physical Education		Floor: Lower Level	
Key No. 21	Room/Space: Men's locker room			Qty 6
Bldg/Part No. 1	Building: Physical Education		Floor: Lower Level	
Key No. 22	Room/Space: East exit doors adjacent to staircase			Qty 2

Barrier Location Maps



Sidewalk Surface Profiling Devices

Walking Profiler

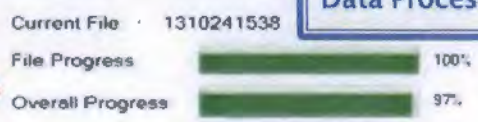
Sidewalk Attributes Measured

- Ride Quality (Longitudinal Level)
  - International Roughness Index
  - Profile Ride Index
  - Localized Roughness (bumps/dips)
- Grade
  - Running grade
  - Maximum grade change (subject to ability to traverse surface)
- Cross-Slope

Sidewalk Inventory of ADA Barriers Using Surface Profiling Technology

Data Collection (Task II)

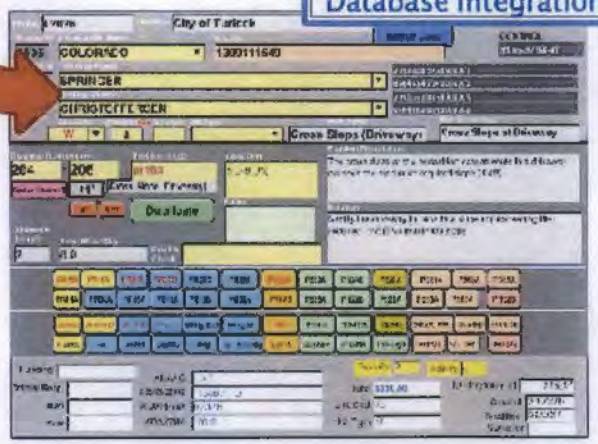
Data Processing



Data Export

	A	B	C	D	E		
1	Survey St	Start St	End St	Orient	Measure	Northing	Easting
2	East F St	Oakdale Fire District	McDonalds	N	2.0-3.0	690807.0774	4182713.251
3	East F St	Oakdale Fire District	McDonalds	N	2.0-3.0	690806.0602	4182712.844
4	East F St	Oakdale Fire District	McDonalds	N	2.0-3.0	690804.3483	4182712.41
5	East F St	Oakdale Fire District	McDonalds	N	2.0-3.0	690772.7981	4182694.234
6	East F St	Oakdale Fire District	McDonalds	N	2.0-3.0	690767.8773	4182692.815

Database Integration



GIS Integration (Task IV)

Report Information

County of Kings Access Compliance Report - Public Rights-of-Way **(Pedestrian Signals)** **134 .241**

City	Street ID #	Survey Street	Street ID #	Cross Street
ARM	134	14TH AVE	241	FRONT ST

Orientation	Existing Access Barrier and Proposed Solution	Codes / Mitigation Info	Measurements

NE Pedestrian Signal

5342 • *As-Built Description:*

A crosswalk with pedestrian signal indication does not have the audible signal device integrated into the signal device.

• *Proposed Solution:*

Integrate the audible signal device with the pedestrian pushbutton.

• *Additional Items:*

Provide 2" wide color coding with 1" wide dark borders located directly above control button. Provide a button locator tone.

PCODE	PA03A
ADAPROW	**R209.1**
MUTCD	**4E.11(02)**
CBC 2013	**11B-703.7.2.7**
Unit Cost	**$2050.00**

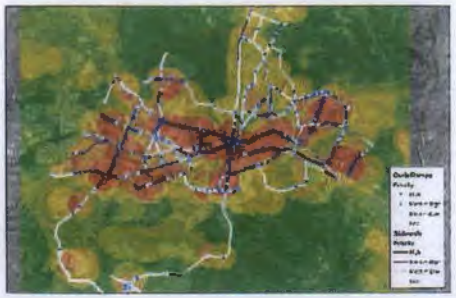
Non compliant 2

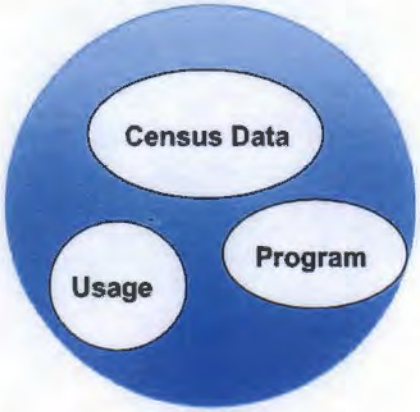
Accessible Path	(y/n)	Yes
Clear Floor Space	(y/n)	Yes
Clear Floor Slope	(%)	0.8
Clear Floor X Slope	(%)	0.4
Button Ht.	(in)	40
Button Reach	(in)	0
Button Diameter	(in)	2
Button Pressure	(lbs)	1
Closed Fist Operation	(y/n)	Yes
Visual Contrast	(y/n)	Yes
Contrasting Color Bands	(y/n)	No
Audible Walk Indicator	(y/n)	No
Button Locator Tone	(y/n)	No
Directional Info	(y/n)	Not Tactile
Within 5 ft from crosswalk	(y/n)	Yes
1.5 - 6.0 ft from curb	(y/n)	Yes
10 ft minimum separation		N/A

Developing Priorities: Barrier Ranking

- Severity level of barriers
- Demographics
- Location
- Frequency of use
- Cost

Implementation Schedule





Priority

Severity

Developing Priorities: Scheduling & Budget

- Prioritize
- Include Project information
- Barrier Mitigation year

City of Bellflower	Access Compliance Survey Report	Cost Summary (By Project)
Project : Aquatic Center ADA Lobby Improvements		**$11,135.00**
FY 15-16		
Fac. No. : 102	Thompson Park & Aquatic Center	$11,135.00
Project : Aquatic Center ADA Restroom and Locker Room		**$78,398.00**
FY 16-17		
Fac. No. : 102	Thompson Park & Aquatic Center	$78,398.00
Project : M&O		**$15,336.00**

Public Participation & Outreach Program

Informational Project Kick-Off

- Agendas & Minutes
- Program materials and questionnaires
- Informational Project Kick-off Workshop
- High priority barriers identified by public input

Public Participation & Outreach Program

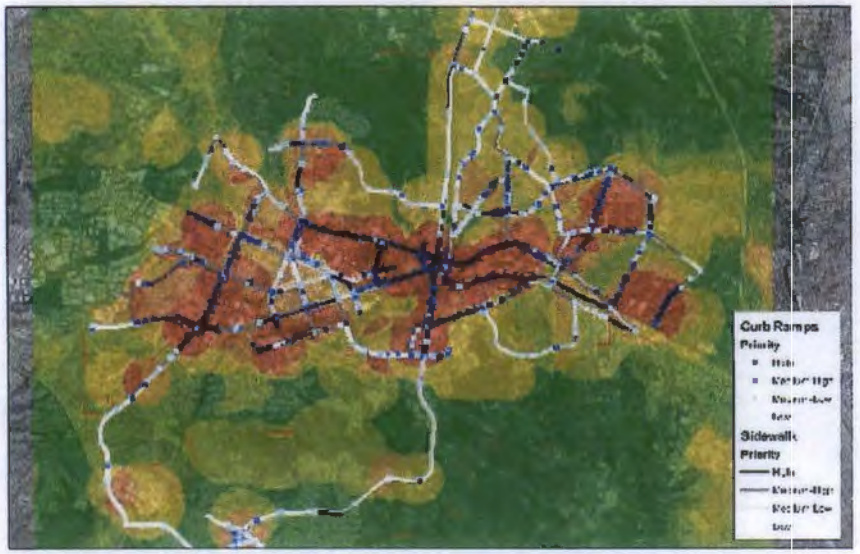
ADA Transition Plan Review Charrette

- Agendas & Minutes
- Solicitation of Plan Input
- Develop & Refine Prioritization Criteria
- Draft Final ADA Transition Plan

The Transition Plan Becomes A 'Living Document'

- ✓ Transition Plan is Easily Managed and Updated
- ✓ Capture and View Data Quickly in Field or Office
- ✓ Documents Barrier Removal Process
- ✓ ***No Additional Licensing Fees or Maintenance Costs***

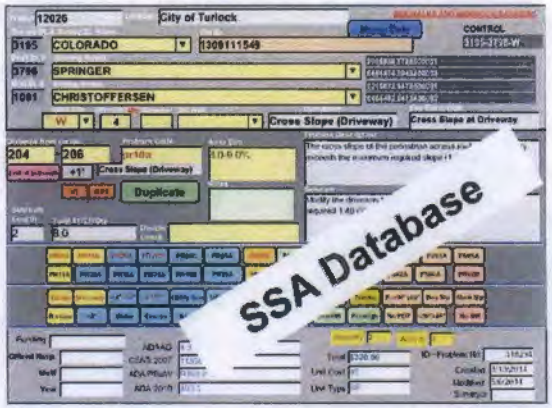
TASK IV: GEOGRAPHICAL INFORMATION (OPTIONAL)

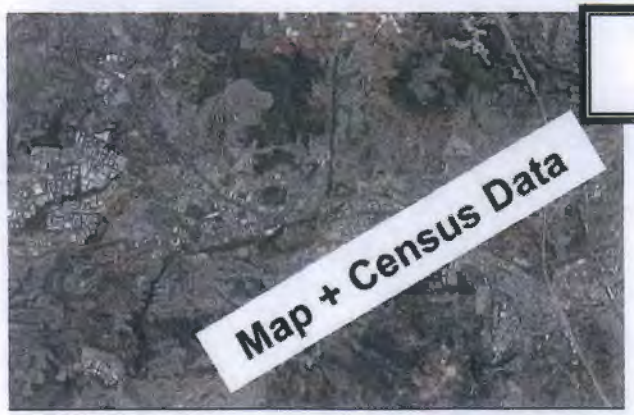


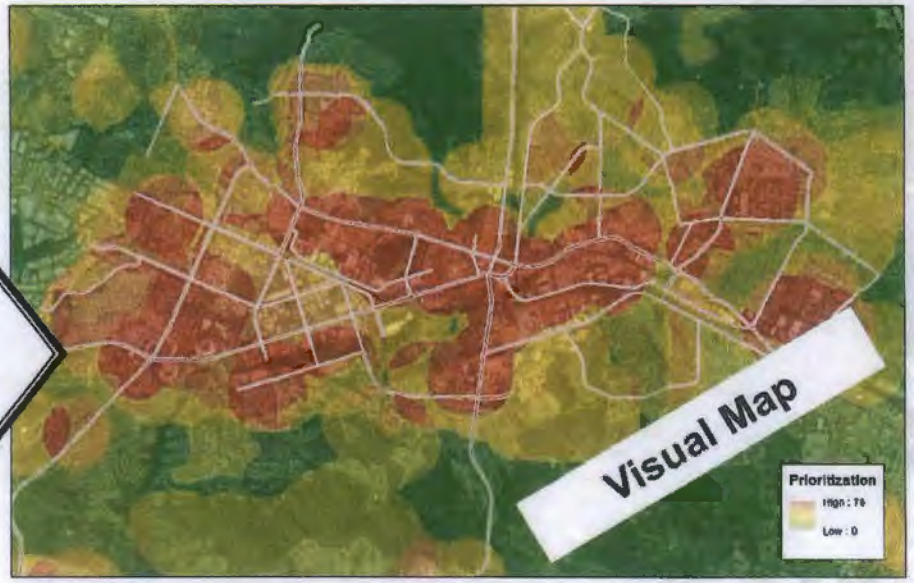
- Seamless Integration
- Visual Maps

Seamless Integration

In Tandem With SSA's EZ-Way Database



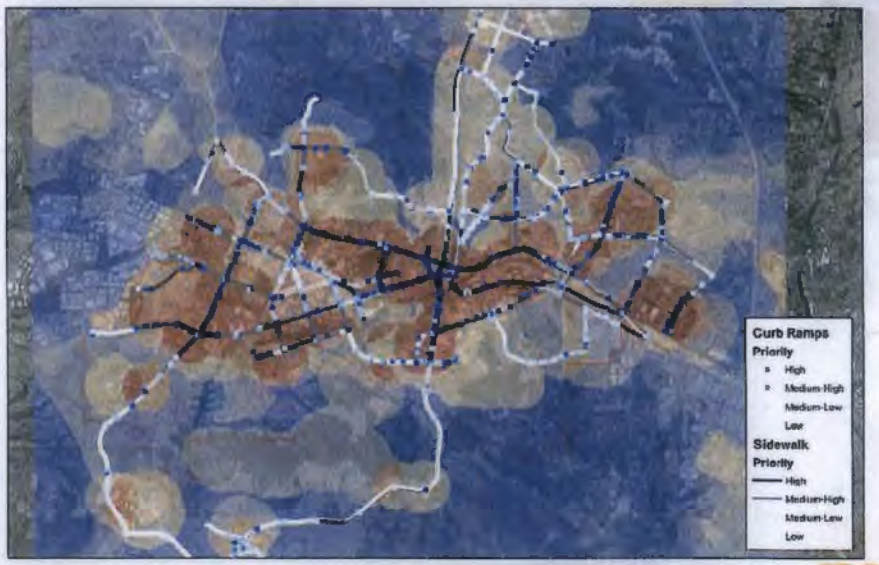




Visual Maps

Informative

- **Visually identify**
  - PROW features
    - Curb ramps
    - Signalized / unsignalized intersections
    - Bus stops
  - County facilities/parks
  - High priority areas
  - Still includes all data surveyed



WHY CHOOSE SSA?

Sally Swanson Architects, Inc. (SSA)

ADA Access Experts & Architects

Because at SSA We Are…

- ✓ Qualified
- ✓ Experienced
- ✓ Budget Conscious
- ✓ Time Sensitive
- ✓ *A LEADER IN THE INDUSTRY!*

Thank You For Your Consideration!

QUESTIONS & ANSWERS

The Next Step…
Listening and Responding to Your Important Questions

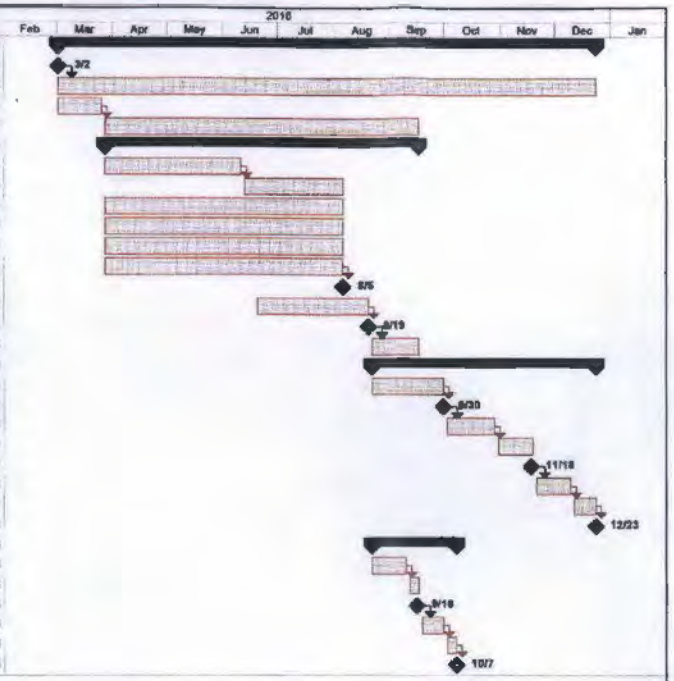
EXHIBIT B

SCHEDULE

The schedule for Consultant's work is attached.

PROPOSED SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**Task I. Project Management, Meetings and Training**	**209 days**	**Wed 3/2/16**	**Fri 12/23/16**
2	Project Start Date	0 days	Wed 3/2/16	Wed 3/2/16
3	Project Coordination with County's ADA Coordinator, Project Team & Citizen Stakeholders	209 days	Wed 3/2/16	Fri 12/23/16
4	Identify & Obtain Necessary City Policy Documents & Survey Plans	18 days	Wed 3/2/16	Fri 3/25/16
5	Identify Key Department Staff & Provide Training to Department Representatives	122 days	Mon 3/28/16	Fri 9/16/16
6	**Task II. Self-Evaluation of County Programs, Services, Activities and Facilities**	**122 days**	**Mon 3/28/16**	**Fri 9/16/16**
7	Review Existing County Policies & Program Procedures	54 days	Mon 3/28/16	Fri 6/10/16
8	Identify & Evaluate Issues	39 days	Mon 6/13/16	Fri 8/5/16
9	Data Collection at County Public Rights of Way	93 days	Mon 3/28/16	Fri 8/5/16
10	Data Collection at County Transit	93 days	Mon 3/28/16	Fri 8/5/16
11	Data Collection at County Parks, Recreation & Fishing Access	93 days	Mon 3/28/16	Fri 8/5/16
12	Data Collection at County Facilities	93 days	Mon 3/28/16	Fri 8/5/16
13	Completion of Survey	0 days	Fri 8/5/16	Fri 8/5/16
14	Prepare Self-Evaluation Report on Findings and Recommendations	44 days	Mon 6/20/16	Fri 8/19/16
15	Completion of Self-Evaluation Reports	0 days	Fri 8/19/16	Fri 8/19/16
16	Present Self-Evaluation Reports and Record All Feedback	19 days	Mon 8/22/16	Fri 9/16/16
17	**Task III. Transition Plan**	**88 days**	**Mon 8/22/16**	**Fri 12/23/16**
18	Develop Priorities, Implementation, Schedule, Estimated Cost & Programs, Policies & Procedures	29 days	Mon 8/22/16	Fri 9/30/16
19	Completion of First Draft of ADA Transition Plan	0 days	Fri 9/30/16	Fri 9/30/16
20	Present First Draft and Record All Feedback	20 days	Mon 10/3/16	Fri 10/28/16
21	Prepare and Produce Second Draft of ADA Transition Plan	15 days	Mon 10/31/16	Fri 11/18/16
22	Completion of Second Draft of ADA Transition Plan	0 days	Fri 11/18/16	Fri 11/18/16
23	Present Second Draft and Record All Feedback	14 days	Mon 11/21/16	Fri 12/9/16
24	Incorporate All Changes & Develop Final Draft of ADA Transition Plan	10 days	Mon 12/12/16	Fri 12/23/16
25	Completion of Final Draft of ADA Transition Plan	0 days	Fri 12/23/16	Fri 12/23/16
26	**Task IV. Geographical Information (Optional)**	**34 days**	**Mon 8/22/16**	**Fri 10/7/16**
27	Process PROW Data and Integrate into GIS	14 days	Mon 8/22/16	Fri 9/9/16
28	Process Transit Data and Integrate into GIS	5 days	Mon 9/12/16	Fri 9/16/16
29	Completion of GIS Integration	0 days	Fri 9/16/16	Fri 9/16/16
30	Present Geodatabase and Record All Feedback	10 days	Mon 9/19/16	Fri 9/30/16
31	Incorporate All Changes & Develop Final Geodatabase	5 days	Mon 10/3/16	Fri 10/7/16
32	Submit Final Geodatabase with Attributes	0 days	Fri 10/7/16	Fri 10/7/16



Project: Stanislaus County
ADA Self-Evaluation & Transition Plan

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Inactive Task | Progress | Deadline

Date: Mon 1/11/16

Sally Swanson Architects

220 Sansome Street, Suite 1100, San Francisco, CA 94104 | T 415-445-3045 F 415-445-3053

SALLY SWANSON ARCHITECTS, INC.

EXHIBIT C

NOT TO EXCEED FEE SCHEDULE

The Not to Exceed Fee Schedule is attached.

STANISLAUS COUNTY SELF-EVALUATION AND TRANSITION PLAN SERVICES - REVISED FEE PROPOSAL - SALLY SWANSON ARCHITECTS, INC. (SSA)

	Tasks	Labor								ODC's				Total
Task #	Task Description	Principal-in-Charge Sally Swanson $210	Project Manager Jasper Kirsch $150	Sr. Policy Specialist Michael Paravagna $150	GIS Specialist Brad Becker $100	Access Surveyor (Various) $95	Technical Staff (Various) $95	Total Hours	Total Labor Costs	Other Direct Costs: Car & Gas (Weekly Rate @ $200)	Car & Gas (Daily Rate @ $55)	Lodging (Daily Rate @ $110)	Meals & Incidental Exp(daily Rate @ $50)	Total Fee
I	Project Management, Meetings and Training													
	a. Coordination with County's ADA Project Team on Resources, Survey, Schedule and Deliverables	2	40	40				82	$12,420.00		$165.00			$12,585.00
	b. Recommendation regarding Staff & Community Involvement		16	40				56	$8,400.00					$8,400.00
	c. Meeting with Citizen Stakeholders to Discuss Process, Timeline, Expectations and Collect Input		40	40				80	$12,000.00		$110.00			$12,110.00
	d. Identify Key Staff for Each County Department with ADA Project Team		24	40				64	$9,600.00					$9,600.00
	e. Training County Department Representatives		80	120			64	264	$36,080.00					$36,080.00
II	Self-Evaluation of County Programs, Services, Activities and Facilities													
	a. Obtaining and Conducting Review of All Written County Policies, Rules and Regulations		100	100				200	$30,000.00		$825.00			$30,825.00
	b. Title II ADA Evaluation & Recommendations		16	64				80	$12,000.00					$12,000.00
	c. Identify Barriers within Programs, Services and Activities Provided by County		16	64				80	$12,000.00					$12,000.00
	d. Document Nature of Program, Services and Activities		16	64			24	104	$14,280.00					$14,280.00
	e. Suggest and Document Changes in Procedures, Policies and Potential Alternative Methods	2	60	100				162	$24,420.00					$24,420.00
	f. Develop Estimated Cost for Suggested Changes or Alternative Programs, Services and Activity		24	80			24	128	$17,880.00					$17,880.00
	g. Provide Priority Measures for Remediation		24	48				72	$10,800.00					$10,800.00
	h. Data Collection at County Public Rights of Way		24	8	24	1232	120	1408	$135,640.00	$6,200.00		$13,640.00	$6,975.00	$162,455.00
	i. Data Collection at County Transit		16	8	16	40	24	104	$11,280.00	$200.00		$440.00	$225.00	$12,145.00
	j. Data Collection at County Parks, Recreation and Fishing Access		24	8		240	120	392	$39,000.00	$1,200.00		$2,640.00	$1,350.00	$44,190.00
	k. Data Collection at County Facilities		24	8		752	240	1024	$99,040.00	$3,800.00		$8,360.00	$4,275.00	$115,475.00
	l. Prepare Self-Evaluation Report on Findings and Recommendations	2	8	8				18	$2,820.00					$2,820.00
	m. Present Self-Evaluation Reports and Record All Feedback from County ADA Project Team and ADA Citizens Advisory Committee							0	$0.00					$0.00
III	Transition Plan													
	a. Develop First Draft of ADA Transition Plan	2	40	40			80	162	$20,020.00					$20,020.00
	b. Present First Draft of ADA Transition Plan and Record All Feedback from County ADA Project Team, County Department Staff and ADA Citizens Advisory Committee		16	16				32	$4,800.00		$55.00			$4,855.00
	c. Incorporate All Changes and Develop Second Draft of ADA Transition Plan	2	40	40			40	122	$16,220.00					$16,220.00
	d. Present Second Draft of ADA Transition Plan for Final Comments from County ADA Project Team and ADA Citizens Advisory Committee		16	16				32	$4,800.00		$55.00			$4,855.00
	e. Incorporate All Changes and Develop Final Draft of ADA Transition Plan	2	32	32			40	106	$13,820.00					$13,820.00
	f. Present Final Draft ADA Transition Plan at Board of Supervisors Meeting	2	16	16			8	42	$5,980.00		$55.00			$6,035.00
	Proposal Subtotal	14	712	1000	40	2264	784	4814	$553,300.00	$11,400.00	$1,265.00	$25,080.00	$12,825.00	$603,870.00
	Optional Services													
IV	Geographical Information													
	a. Process PROW Data and Integrate into GIS		8		80		40	128	$13,000.00					$13,000.00
	b. Process Transit Data and Integrate into GIS		8		32		16	56	$5,920.00					$5,920.00
	c. Present Geodatabase and Record All Feedback		8		8			16	$2,000.00		$55.00			$2,055.00
	d. Incorporate All Changes and Develop Final Geodatabase		8		24		24	56	$5,880.00					$5,880.00
V	Security Data Collection													$0.00
	a. Coordination with County's Representative for Expectations, Survey Methodology and Deliverables	2	24				16	42	$5,540.00		$55.00			$5,595.00
	b. Data Collection		16			200		216	$21,400.00	$1,000.00		$2,200.00	$1,125.00	$25,725.00
	c. Prepare Report on Findings and Record All Feedback		16				40	56	$6,200.00		$55.00			$6,255.00
	d. Incorporate Comments and Develop Final Report		16				40	56	$6,200.00					$6,200.00
	Total Optional Services	4	104	0	144	200	776	1024	$66,140.00	$1,000.00	$165.00	$2,200.00	$1,125.00	$70,630.00
	Total Including Optional Services	18	816	1000	184	2464	960	5840	$619,440.00	$12,400.00	$1,430.00	$27,280.00	$13,950.00	$674,500.00

Note: Policy Development and Guidance to be Determined (If Required) Based on Findings of the Self-Evaluation Report.

Approval of an Agreement with Sally Swanson Architects to Provide a Countywide Self-Evaluation and Transition Plan Pursuant to the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973; Approval to Establish a Project Budget; and Related Matters

Stanislaus County Board of Supervisors
Agenda Item B-7, March 1, 2016

Agreement with Sally Swanson Architects to Provide a Countywide Americans with Disabilities Act Self-Evaluation and Transition Plan

Patricia Hill Thomas

Chief Operations Officer / Project Manager

Stanislaus County

Agreement with Sally Swanson Architects to Provide a Countywide Americans with Disabilities Act Self-Evaluation and Transition Plan

Christine Ferraro Tallman

ADA Coordinator

Stanislaus County

Agreement with Sally Swanson Architects to Provide a Countywide Americans with Disabilities Act Self-Evaluation and Transition Plan

Study Objectives and Scope

- **Objective**: Compliance with Title II – Americans with Disabilities Act
- **Self-Evaluation** of Programs, Services and Activities (PSAs)
- **Transition Plan** for physical barriers identified in the Self-Evaluation process.

Agreement with Sally Swanson Architects to Provide a Countywide Americans with Disabilities Act Self-Evaluation and Transition Plan

Scope of the Evaluation and Plan

- 28 County Departments
- 4,152 Employees
- 279 Developed Properties
- 179 Buildings at 119 Sites
- 2.5 million square feet
- 26 Parks sites
- 1,500 miles of Roadways

Agreement with Sally Swanson Architects to Provide a Countywide Americans with Disabilities Act Self-Evaluation and Transition Plan

Objective

Create Self-Evaluation and Transition Plan per ADA Title II Requirements:

- Evaluate all programs, services and activities offered to the public provided by Stanislaus County Departments;
- Evaluate County Facilities;
- Determine Deficiencies;
- Create a Transition Plan.

Agreement with Sally Swanson Architects to Provide a Countywide Americans with Disabilities Act Self-Evaluation and Transition Plan

Background

Request for Proposals (RFP) for the ADA Self Evaluation and Transition Plan issued on November 30, 2015

- Held a Pre-Proposal Conference on December 15, 2015;
- Five Proposals were received, reviewed and scored;
- Sally Swanson Architects, Inc., San Francisco, California recommended proposal.

Agreement with Sally Swanson Architects to Provide a Countywide Americans with Disabilities Act Self-Evaluation and Transition Plan

Project Phases

- Project Management, Meetings and Training
- Self-Evaluation Phase
- Transition Plan
- Option A-Integrate Findings in the County's Geographic Information System (GIS)
- Option B-Include Security Best Practices for ADA Transition Plans

Agreement with Sally Swanson Architects to Provide a Countywide Americans with Disabilities Act Self-Evaluation and Transition Plan

Sally Swanson AIA
Principal

Sally Swanson Architects, Inc.

Agreement with Sally Swanson Architects to Provide a Countywide Americans with Disabilities Act Self-Evaluation and Transition Plan

Next Steps

Agreement with Sally Swanson Architects to Provide a Countywide Americans with Disabilities Act Self-Evaluation and Transition Plan

Recommended Project Budget:

Professional Services	$674,500
Staff Support	$52,500
Administration & Contingency	$72,700
Total	$799,700

Funded By:

County Facilities	$606,180
Public Works	$175,455
Transit	$18,065
Total Budget	**$799,700**

Agreement with Sally Swanson Architects to Provide a Countywide Americans with Disabilities Act Self-Evaluation and Transition Plan

Recommendations:

1. Approve the award of an agreement to Sally Swanson Architects of San Francisco, CA to perform a Countywide Self-Evaluation and Transition Plan in compliance with the Americans with Disabilities Act.

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Recommendations:

2. Authorize the Chief Operations Officer to finalize and execute the agreement with Sally Swanson Architects of San Francisco, CA to perform a Countywide Self-Evaluation and Transition Plan in compliance with the Americans with Disabilities Act.

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Recommendations:

3. Establish a Project Budget of $799,700, funded from $606,180 from existing appropriations within the Chief Executive Office County Facilities budget and an increase in appropriations of $193,520 funded from transfers from the Public Works Road and Bridge budget and the Public Works Local Transit System budget.

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Recommendations:

4. Direct the Auditor-Controller to establish project appropriations in the amount of $799,700, and to increase other operating transfers out in the amount $175,455 in the Public Works Road and Bridge budget and increase other operating transfers out in the amount of $18,065 the Public Works Local Transit System budget as detailed in the Budget Journal Form.

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Recommendations:

5. Authorize the Project Manager to take any additional and necessary actions with the project budget to complete the Self-Evaluation and Transition Plan.

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Questions?