

**AGREEMENT #24242**  
**ADA Transitions Plan Consultant**  
**FOR PROFESSIONAL SERVICES**  
**For LAKE COUNTY**

This Agreement for Professional Services (“**Agreement**”) is between the County of Lake (“**County**”) and Kimley-Horn (“**Consultant**”), whose principal business address is 570 Lake Cook Road, Suite 200, Deerfield, IL 60015.

**RECITALS**

1. Lake County issued an RFP seeking a qualified firm to guide Lake County through the development and implementation of an ADA Transition Plan for the County’s Public Rights-of-Way and update the existing ADA Transition Plan for all other Lake County programs and services (“**Services**”).
2. Consultant responded timely with a proposal dated August 2024 (“**Proposal**”).
3. Based on Consultant’s Proposal, the County and Consultant have negotiated terms under which Consultant will perform the Services.
4. To memorialize the terms and conditions under which Consultant will perform the Services, the parties have drafted this Agreement.

In light of the foregoing, Lake County and Consultant agree as follows:

**SECTION 1. AGREEMENT DOCUMENTS**

The documents that encompass the parties’ understanding are listed below and shall be considered in the following order of precedence, with the Consultant’s proposal or the RFP supplying terms or specifications only where not superseded by the terms or specifications contained in this Agreement.

- A. This Agreement and its exhibits A.
  - Exhibit A – Scope of work
- B. Consultant’s proposal dated August 2024.
- C. The County’s RFP (including any addenda to it).

**SECTION 2. SCOPE OF WORK**

The scope of work that Consultant agrees to perform is set forth in Exhibit A to this Agreement.

### **SECTION 3. EFFECTIVE DATE; TERM**

This Agreement shall be effective upon execution and shall be in effect for a two-year period. At the end of any contract term, Lake County reserves the right to extend this contract for a period of 60 days for the purpose of negotiating a new or extended agreement. For any year beyond the initial contract term, this contract is contingent upon the appropriation of sufficient funds.

**Effective Date.** Unless a different effective date is provided above, this Agreement will become effective when all of the parties have signed it, and the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the "Effective Date" of this Agreement. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this agreement, and the other party may inscribe that date as the date associated with the signing party's signature.

### **SECTION 4. AGREEMENT PRICE**

The County will pay Consultant a fee of not to exceed \$345,000.00 for deliverables identified in Section 2 of Consultant's proposal dated August 2024, which includes pricing for phase one and phase two of the project and will invoice the County not more than once per month based upon the actual expense reimbursement. Payments shall not exceed the amounts shown in the following schedule, and full payments for each task shall not be made until the task is completed and accepted by Lake County.

Upon execution of the Agreement, Consultant shall commence with Phase 1 tasks and deliverables. Phase 2 tasks and deliverables shall be reviewed and approved by both parties upon successful completion of tasks 3 and 4 of Phase 1. Any modifications to the scope of Phase 2, shall be approved in writing by both Parties and amended to the Agreement prior to the Consultant starting work on Phase 2.

Task Number & Name		Fee	Type
<b>Phase 1 Tasks</b>			
1	Project Management and Coordination	\$15,000	Lump Sum
2	Project Kick-off Meeting	\$5,000	Lump Sum
3	Existing Self-Evaluation and Transition Plan Review	\$35,000	Lump Sum
4	Buildings Review	\$15,000	Lump Sum
5	Services, Policies, Practices, Programs, and Activities Review	\$25,000	Lump Sum
6	Public Right-of-way Review	\$50,000	Lump Sum
7	Public Outreach	\$15,000	Lump Sum
8	Transition Plan	\$30,000	Lump Sum
Phase 1 Tasks Subtotal		\$190,000	
<b>Phase 2 Tasks</b>			
9	Project Management and Coordination	\$12,000	Lump Sum
10	Public Right-of-way Review	\$126,500	Lump Sum
11	Amend Transition Plan	\$9,000	Lump Sum
12	Staff Training	\$7,500	Lump Sum
Phase 2 Tasks Subtotal		\$155,000	
Project Total		\$345,000	

## SECTION 5. INVOICES & PAYMENT

- A. At the start of this Agreement, the County will issue a purchase order for the work and Consultant shall submit invoices detailing the products and services provided and identify the purchase order number on all invoices.
- B. Consultant shall maintain records showing the actual time its employees and agents devoted to the project, and the costs incurred. Consultant shall permit a representative from Lake County to inspect and audit all of Consultant's data and records for the work and services provided under this Agreement. Consultant shall make these records available at reasonable times during the Agreement period and for one year after the end of the Agreement.
- C. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, which generally requires approval of a vendor's bill within 30 days of receiving the invoice for the services contained in it, and payment within an additional 30 days (50 ILCS 505/1 *et seq.*).

- D. Lake County's fiscal year ends on November 30. Invoices for services the Consultant has rendered up until November 30 of each year must be received by Lake County on or before January 15 of the subsequent calendar year.

Other than the timeframe for payments related to the end of Lake County's fiscal year, as stated above, Lake County shall not be held financially liable for payment of any services rendered if the invoice for such services is not sent to the County within 90 days from the date the services were provided.

If this Agreement is terminated prior to its expected expiration date, the Consultant must submit all invoices to Lake County no later than 30 days after the effective date of the termination.

Payment for invoices received beyond the time periods in this subsection will be denied, absent an agreement to the contrary. Failure of the Consultant to invoice the County in the timeframes noted in this section shall constitute the Consultant's waiver of the Consultant's right to payment.

## **SECTION 6. CONTRACT MODIFICATIONS**

In the event changes to the scope of the project or additional work become necessary or desired (a "Modification"), the parties shall follow the procedures set forth in this Section to memorialize the modification (a "Contract Modification"). A Contract Modification shall be effective only if documented in writing, dated and signed by both parties, and expressly referencing this Agreement. The Contract Modification shall set forth in detail: (i) the Modification requested, (ii) the reason for the proposed Modification; (iii) the cost of the Modification; and (iv) the Modification's impact on the time for completing the project.

In the event either party desires a Modification, the Project Manager for such party shall submit to the other party's Project Manager a proposed Contract Modification. If the receiving party does not accept the Contract Modification in writing within 10 business days, the receiving party shall be deemed to have rejected the Contract Modification. If the parties cannot reach agreement on a proposed Modification, Contractor shall nevertheless continue to render performance under this Agreement in accordance with its (unmodified) terms and conditions.

Modifications that involve or increase in the amounts payable by the County may require execution by the County Purchasing Agent. Some increases may also require approval by the County Board. In cases where the Purchasing Agent's signature is required, or where County Board approval is needed, the Contract Modification shall not be deemed rejected by County after 10 days if the County's Project Manager has indicated in writing within the 10-day period an intent to present the Contract Modification for appropriate signature or approval.

## **SECTION 7. INDEMNIFICATION**

Consultant agrees to indemnify and defend Lake County (its employees, elected officials, executives, and agents) from all claims, actions, demands, judgments or liabilities, fines, penalties, and expenses, including without limitation reasonable legal fees and expert costs, to the extent caused by the Consultant's (its employees', executives', and agents') negligent acts, errors or omissions or willful misconduct. Lake County shall provide notice to Consultant promptly of any such claim, suit, or proceeding, and will assist Consultant, at Consultant's expense, in defending any such claim, suit, or proceeding.

## **SECTION 8. INSURANCE**

The Consultant must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually upon each renewal date for contracts/projects that will last more than one year. Insurance in the following types and amounts is necessary:

### Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the contractor's projects away from premises owned or rented to contractor.

### Excess/ Umbrella Liability

The Contractor's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project:

\$ 2,000,000 per occurrence limit (*minimum*)

### Automobile Liability Insurance

Automobile liability insurance shall be maintained to respond to claims for damages

because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Contractor's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

#### Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Contractor's employees, with limits listed below:

##### Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

#### Professional Liability – Errors and Omissions (if applicable)

The Engineers/Architects/Consultants for the plans of the project shall be written with limits of insurance not less than the following:

\$ 1,000,000 per claim per policy year

Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

#### Professional Liability – Cyber Liability (if applicable)

Cyber Liability Insurance for property damage to electronic information and/or data; first and third party risks associated with e-business, internet, etc., with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit

#### Technology Errors and Omissions (if applicable)

The Contractor's Software Developer and/or IT Consultant for the plans, including developing and implementing technology for Lake County, or of the project, shall be written with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit

County, acting at its sole option, may waive any of the foregoing insurance requirements upon a request to do so, but no waiver shall be effective unless made in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by County's risk manager taking into account the nature of the work and other factors relevant to County's exposure, if any, under this agreement.

### Liability Insurance Conditions

Contractor agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a “per Project” basis;
- b) The Contractor’s insurance shall be primary & non-contributory over Lake County’s insurance in the event of a claim.
- c) Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured (excluding Workers Compensation and Professional Liability), including its agents, officers, and employees and volunteers and be provided with thirty (30) days’ notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Contractors who have multiple projects with the County.
- d) Lake County shall be provided with Certificates of Insurance and should include the appropriate corresponding ISO form endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration or cancellation of any such policies. No manuscript endorsements will be accepted. Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:

**Lake County  
Purchasing Division  
18 N. County 9th Floor  
Waukegan, Illinois 60085**

- e) **Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to [Purchasing@lakecountyil.gov](mailto:Purchasing@lakecountyil.gov) in place of hard copies.**

Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Contractor.

### **SECTION 9. INDEPENDENT CONTRACTOR; LICENSURE OR CERTIFICATIONS; KEY PERSONNEL**

- A. **Independent Contractor Status.** The parties intend that the Consultant will be an independent contractor.
- B. **Licensure or Certifications.** If required by law, the Consultant must at all times be and remain licensed or certified as a qualified provider of the services provided in this

Agreement. Consultant shall submit copies of the required licenses or certifications upon the County's request. Consultant shall promptly notify County in writing of any citation Consultant receives from any licensing or certification authority, including all responses and correction plans.

- C. Where the parties have identified particular individuals as being critical to a project ("Key Employees"), then Consultant shall not replace Key Employees without the County's prior written consent, which shall not be unreasonably withheld. Should Key Employees be reassigned, become incapacitated, separate from the Consultant, or be otherwise unable to perform the functions assigned to them, Consultant shall (i) within 10 business days, temporarily replace the person with another properly qualified employee and (ii) within 30 calendar days, permanently replace the person.

Lake County shall have the right to request that Consultant replace Key Employees from the project by setting forth in writing the grounds for the request. Consultant shall have a reasonable time period in which to address the grounds or make a substitution.

**Peter Stoehr- Project Manager**

- D. Consultant shall complete its obligations under this Agreement in a sound, economical and efficient manner and in accordance with this Agreement and all applicable laws. Consultant agrees to notify Lake County immediately whenever it is unable to comply with applicable State, Federal, or local laws, rules and regulations. Where non-compliance materially impairs the Consultant from performing the services under this Agreement, the County may terminate the Agreement for cause.

#### **SECTION 10. DISPUTE RESOLUTION**

All issues, claims, or disputes that the Consultant raises or makes related to this Agreement shall be resolved in accordance with the Contract Disputes provision of the Lake County Purchasing Ordinance, § 33.097.

#### **SECTION 11. NO IMPLIED WAIVERS**

Waivers of a term or condition of this Agreement shall be in writing, and that writing must describe the circumstances giving rise to the waiver. The parties intend that no waiver of any term or condition shall be deemed or construed as a waiver of any other term or condition of this Agreement, and waiver of any breach shall not be deemed to be a waiver of any subsequent breach, whether of the same or a different provision of this Agreement.

#### **SECTION 12. SEVERABILITY**

If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement (or application of that provision to any persons or circumstances other than those as



to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

### **SECTION 13. JURISDICTION, VENUE, CHOICE OF LAW AND PROFESSIONAL STANDARDS**

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court of Lake County, Illinois.

### **SECTION 14. NOTICES AND COMMUNICATIONS**

All notices and communications which may be given by Lake County to Consultant relative to this Agreement shall be addressed to the Consultant at the address shown herein below:

Kimley-Horn and Associates, Inc.  
Peter Stoehr  
Project Manager  
570 Lake Cook Road, Suite 200  
Deerfield, IL 60015  
Via email: [peter.stoehr@kimley-horn.com](mailto:peter.stoehr@kimley-horn.com)

Copies of any notices and communications which propose to modify or terminate this Agreement shall be provided to: Lake County Purchasing Division, 18 North County Street, 9<sup>th</sup> Floor, Waukegan, Illinois 60085-4350; Attention: Purchasing Agent.

### **SECTION 15. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS**

This Agreement shall not be assigned, delegated, or modified without the express written consent of both parties. This Agreement supersedes all other agreements, oral or written, between the parties with respect to the subject matter of this Agreement.

If Lake County agrees that the Consultant may assign, delegate, or subcontract the work under this Agreement, Consultant shall remain contractually liable to Lake County unless otherwise agreed in writing.

### **SECTION 16. TERMINATION**

Lake County reserves the right to terminate this Agreement as set forth below.

a. Termination for Convenience:

Lake County reserves the right to terminate this Agreement, or any part of this Agreement, with or without cause, upon 30 days' written notice. In case of such termination, Consultant shall be entitled to receive payment from Lake County for work

completed to the date of termination in accordance with the terms and conditions of this Agreement.

b. Termination Due to Material Breach:

In the event that this Agreement is terminated due to the Consultant's material breach, Lake County shall be entitled to purchase substitute items or services elsewhere and charge Consultant with losses the County incurs, including attorney's fees and expenses, notwithstanding any damage limitations the parties may agree to elsewhere.

c. Termination Due to Lack of Appropriations:

If sufficient funds are not appropriated by the Lake County Board to continue the services under this Agreement, then Lake County may terminate this Agreement. Lake County agrees to give written notice of termination to Consultant at least 30 days prior to the end of the last fiscal year for which appropriations were made. Lake County shall remit payment for all work completed and approved or accepted by the County, to the date of termination. Termination under this subsection shall not entitle the Consultant to contractual damages of any kind.

d. Termination Due to Force Majeure Events:

(i) If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under section 16(d)(iii), below.

(ii) For purposes of this agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance.

(iii) If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event and may terminate the Agreement based on it, with an obligation to pay only for services performed prior to the Force Majeure Event.

## **SECTION 17. CONFIDENTIALITY**

Both parties acknowledge that Consultant's documents and dealings related to this Agreement are subject to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*). Consultant agrees to comply with all pertinent federal and state statutes, rules and regulations and County ordinances related to confidentiality.

## **SECTION 18. WORK PRODUCT**

All work product prepared by Consultant pursuant to this Agreement, including, but not limited to, policies, reports, analysis, plans, designs, calculations, work drawings, studies, photographs, models, and recommendations shall be the property of Lake County. Consultant shall deliver the work product to Lake County upon completion of Consultant's work, or termination of the Agreement, whichever comes first. Consultant may retain copies of such work product for its records; however, Consultant may not use, print, share, disseminate, or publish any work product related to this Agreement without the consent of Lake County.

## **SECTION 19. PRESS/NEWS RELEASES**

Consultant may not issue any press or news releases regarding this Agreement without prior approval from Lake County. Consultant shall provide notice to Lake County's Chief Communications Officer if contacted by the media regarding the services set forth in this Agreement.

## **SECTION 20. DEBARMENT AND SUSPENSION**

The Lake County Purchasing Ordinance § 33.125 through 33.126 defines the County's Authority and Decision to Debar.

The Consultant certifies to the best of his or her knowledge and belief that the Consultant:

- A. Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- B. Has not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- C. Is not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Has not, within a three-year period preceding this contract, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Consultant agrees that, during the term of this Agreement, Consultant shall report to the County's contract administrator, within 10 days, any allegations to or findings by the National

Labor Relations Board (NLRB) or Illinois Labor Relations Board (ILRB) that Consultant has violated a statute or regulation regarding labor standards or relations. If an investigation by the County results in a final determination that the matter adversely affects Consultant's responsibilities under this Agreement, then the County may terminate this contract.

**SECTION 21. NON-DISCRIMINATION**

During the term of this agreement, Consultant agrees to and shall comply with (1) the Equal Opportunity Employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended by Executive Order 11375, and (2) Chapter 33 of Title III of the Lake County Code of Ordinances (titled "Purchasing").

**Signed:**

**COUNTY OF LAKE**

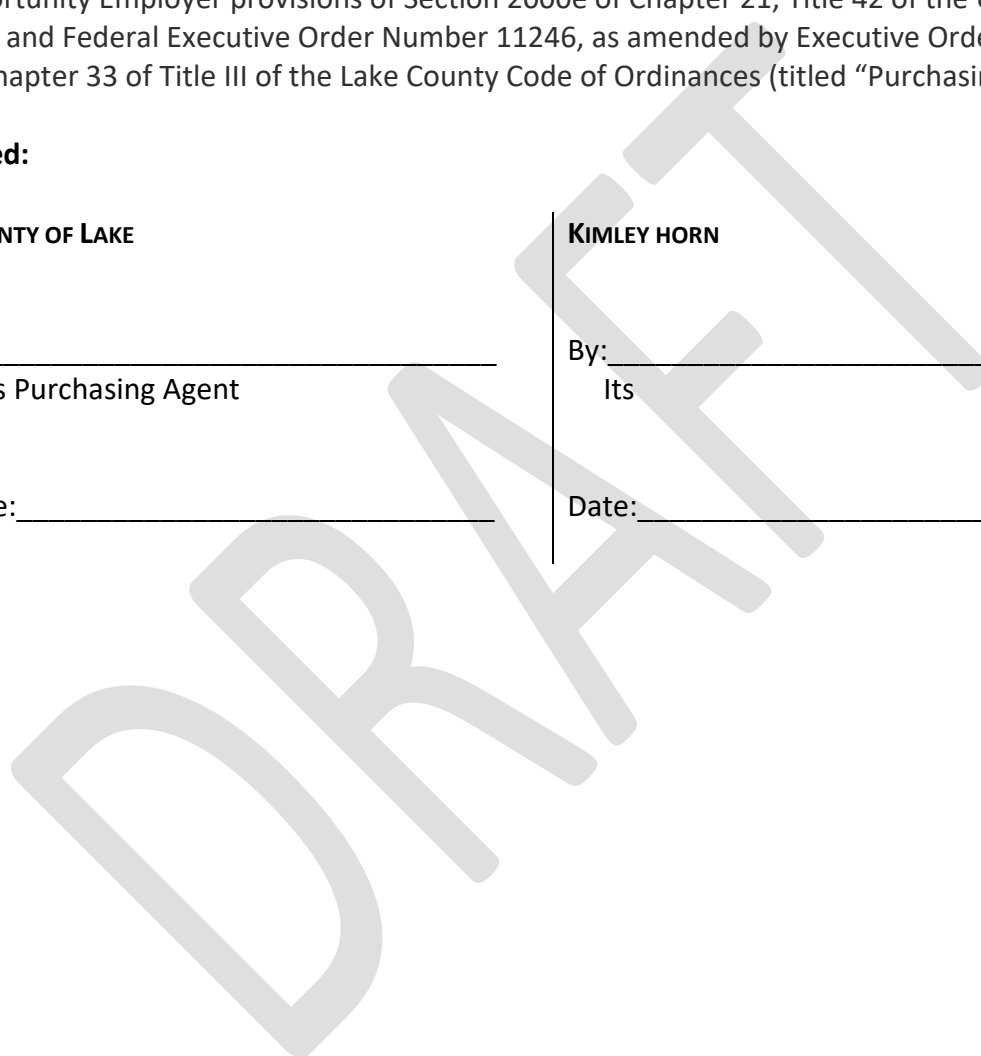
**KIMLEY HORN**

By: \_\_\_\_\_  
Its Purchasing Agent

By: \_\_\_\_\_  
Its

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

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



# Exhibit A

## [Scope of Services]



### SCOPE OF SERVICES

#### **PROJECT NAME: Lake County, IL ADA Self-Evaluation and Transition Plan RFP Number 24242**

#### PROJECT UNDERSTANDING

Kimley-Horn and Associates, Inc. ("Consultant") will provide professional services based on our project understanding as follows:

- Lake County, Illinois ("Client") intends to update their Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan in multiple phases. Lake County has provided a list of facilities that includes 95 miles of sidewalks, 1,076 crosswalks, 179 traffic signals, 71 miles of bicycle facilities, and two locations with on-street parking. Bike facilities are excluded from the scope of the project. Additionally, Lake County owns 35 public buildings, including 15 Health Department facilities, one DOT facility, one Public Works facility, and 18 additional facilities managed by the Facilities and Construction Services Department.
- This assignment constitutes Phase 1 and Phase 2 of the ADA Self-Evaluation and Transition Plan Update.
- Phase 1 will consist of (1) a review of the 2016 Transition Plan prepared by ACT Services, and the 2018 curb ramp evaluations prepared by Alfred Benesch & Company, (2) spot verification of building evaluations, (3) an ADA compliance review of the County's policies, practices, programs, and activities, (4) an ADA compliance review of the County's pedestrian street crossings along the public rights-of-way sidewalks, and on-street accessible parking based on the initial inventory numbers provided by the Client and summarized above, (5) a public outreach program, and (6) an ADA Transition Plan which will formally document tasks and associated observations outlined in this Scope of Services.
- Phase 2 will consist of (1) an ADA compliance review of the County's sidewalks and signalized street crossings, (2) an amendment to the ADA Transition Plan completed in Phase 1, and (3) staff training.
- Future phases of this project could include, but are not limited to:
  - Supplemental evaluations of buildings and associated parking lots/paths of travel, parks and associated parking lots/paths of travel, park sidewalk and associated curb ramps, unpaved pedestrian trails, pedestrian bridges;
  - ArcGIS online dashboard;
  - Update of the Transition Plan to document additional work; and
  - Additional staff training.

# Exhibit A

## [Scope of Services]



### SCOPE OF PROFESSIONAL SERVICES

#### Phase 1 Tasks:

##### Task 1 – Project Management and Coordination

- 1.1 Consultant will perform project management and administration, including staff and resource scheduling, progress monitoring, monthly invoices, and progress reports. It is understood the project will have to up a 12-month duration.
- 1.2 Consultant will conduct up to two meetings with Client staff and the ADA Liaison Committee to provide project updates. Consultant will produce meeting materials, lead and facilitate the meetings, and prepare a summary of action items resulting from the meetings (1-hour, virtual meetings).

##### **Task 1 Deliverables:**

- Monthly invoices and progress reports.
- Summary of action items from the Progress Meetings.

##### **Client Responsibilities:**

- Client will identify County staff to attend each meeting.

##### Task 2 – Project Kick-off Meeting

- 2.1 Consultant will conduct one meeting with Client staff to discuss the ADA Title II requirements and the process that will be used to develop the Client's ADA Transition Plan and to introduce the proposed project tasks and schedule. The Consultant will produce meeting materials and handouts, lead and facilitate the Kick-off Meeting, and prepare a summary of action items resulting from the meeting (2-hour, virtual meeting).

##### **Task 2 Deliverables:**

- Electronic copy of the meeting presentation.
- Summary of action items from meeting.

##### **Client Responsibilities:**

- Client will create an ADA Liaison Committee comprised of County staff representing major program areas and/or departments.
- Client will conduct all internal coordination required to identify County staff to serve on the ADA Liaison Committee for the duration of the project.

##### Task 3 – Existing Self-Evaluation and Transition Plan Review

- 3.1 Consultant will review the Client's existing 2016 Self-Evaluation and Transition Plan prepared by ACT Services, and the 2018 curb ramp evaluations prepared by Alfred Benesch & Company to determine the level of review previously completed, and the accessibility compliance status of the Client's programs, services, activities, and facilities offered to the public as summarized in the documents.

# Exhibit A

## [Scope of Services]



Consultant will document the status of these elements and incorporate the information from previous Transition Plan efforts into the Transition Plan update in **Task 8**.

### **Task 3 Deliverables:**

- Summary of ADA Transition Plan status for Client programs, services, and activities, and facilities based on a review of the Client's existing 2016 Transition Plan and 2018 curb ramp evaluations.

### **Client Responsibilities:**

- Client will provide all available information from the 2016 Transition Plan and the 2018 curb ramp evaluations to the Consultant.
- Client will provide all available copies of all previous reports for the Consultant's review as well as existing floor plan layouts.

### Task 4 – Buildings Review

- 4.1 The review of the existing Self-Evaluation and Transition Plan information in **Task 3** may result in a list of potential deficiencies in the existing building evaluations. To the extent that deficiencies exist, Consultant will identify a limited number of facilities to spot check accessibility compliance. Typically, a high public use facility will be selected, with exterior accessible routes to public entrances, building entrances, general signage features within for egress and permanent spaces, review of one primary function area within the facility, and review of drinking fountains and restrooms that serve the primary function areas. Final spot check evaluation locations will be confirmed based discussions with the Client. The budget for this task includes a maximum of two days of field evaluations.

Once the final list of facilities and the specific areas within those facilities is confirmed, Consultant will conduct evaluations based on the forms that have been developed by the Consultant. The evaluation forms will be based on the federal ADA Standards for Accessible Design and access-related state and local standards applicable at the time of construction. All field data will be compatible with the Client's existing Geographic Information System (GIS).

Building evaluation spot checks are proposed to be limited to only public use areas of facilities. Examples would include select courtrooms and related amenities to court operations (jury rooms, jury restrooms, etc.), service counters, assembly areas that sponsor public meetings, waiting rooms/lobbies, examination rooms, etc. No common-use spaces, including common-use spaces located in employee-only areas, or areas used only by employees as work areas will be evaluated during spot checks other than general signage features at entrances to permanent spaces.

Consultant will evaluate limited on-site sidewalks (excluding perimeter sidewalks within the public right-of-way) and associated curb ramps, ramps, stairs, and other pedestrian paths of travel required to be ADA-compliant within the building site from parking and public ROW to public building entrances only at selected facilities. Only non-compliant issues along exterior pedestrian paths of travel will be recorded.

### **Task 4 Deliverables:**

- Field work data in GIS format with associated metadata, compatible with the Client's GIS system.

## Exhibit A

### [Scope of Services]



- Individual barrier photos in JPG format.
- Facility reports in PDF format. Consultant will create a deliverable report for each building included in the spot check verification. The report will identify Consultant's findings at each facility and consist of the following:
  - Verification of items determined by previous reports to be out of compliance with ADA requirements.
  - Comparison of the Consultant's evaluations of limited areas included in the scope of our review to previous inspections performed by others.
  - Comparison of areas included in previous facility accessibility evaluations by others and areas that have not been included in previous reviews but are required to be accessible. This comparison will be provided based on a combination of floor plans and personal observations at facilities the Consultant evaluates portions of as part of the spot-checks.
  - Recommendations for facility evaluations to be completed in Phase 2 based on our findings and discussions with the Client. These recommendations will include justification for our recommendations and be the basis for development of a scope of services for future facility evaluations.

#### **Client Responsibilities:**

- Client will provide floor plans to the Consultant for the buildings to be evaluated.
- Client will provide the Consultant and Subconsultants access to the areas within the buildings to be evaluated.

#### Task 5 – Services, Policies, Practices, Programs, and Activities Review

- 5.1 The Consultant will evaluate the current level of program, service, and activity accessibility by reviewing information available on the County's website and by administering program questionnaires and/or conducting virtual interviews as necessary with County staff to evaluate current County status regarding ADA requirements. These questionnaires will assist in evaluating current County status regarding ADA requirements including eligibility requirements, participation requirements, facilities used, staff training, tours, transportation, effective communication, notifications, public meetings, the use of contracted services, purchasing, maintenance of accessible features, and emergency procedures.

Consultant will coordinate with the Client to review County services, policies, practices, programs, and activities for ADA compliance, to the extent these documents are available, including:

- Department-specific handbooks, policies, procedures, and guidelines,
- Standard operating procedures
- Ordinances
- Reasonable modification request policy, procures, and request form
- Non-discrimination assurance
- Non-discrimination language for non-federal contracts, agreements, and waivers
- Non-discrimination policy statement
- Alternate format policy, procedure, and request form
- Effective communication policy, procedure, and request form



## Exhibit A

[Scope of Services]



- Meeting agendas and minutes
- Videos
- Design standards
- Emergency management documents
- Service animal guidance/policy
- Event planning guidance/policy/checklist
- Event ticketing guidance/policy
- Other power-driven mobility device guidance/policy
- Retaliation and coercion policies
- Website (cursory review using commercially available automated evaluation tools)

### Task 5 Deliverables:

- Summarize findings from program questionnaire and interview process.
- Summarize possible solutions to improve program access based on the results of the questionnaire and interview process.

### Client Responsibilities:

- Client shall respond to program questionnaires and participate in virtual interviews as needed.

### Task 6 – Public Right-of-way Review

6.1 Consultant will conduct field evaluations based on forms developed by the Consultant. The evaluation forms will be based on the 2023 Public Right-of-Way Accessibility Guidelines (PROWAG) Final Rule. State and local building codes under which the project was originally constructed are excluded from the evaluations. All field data will be compatible with the Client's existing Geographic Information System (GIS).

6.1.1 Pedestrian Crossings at Unsignalized Intersections – The Consultant will evaluate the pedestrian crossings at unsignalized intersections along up to 95 miles of County sidewalk corridors. Consultant estimates this task will consist of the evaluation at pedestrian crossings at up to 376 intersections.

6.1.2 On-Street Parking - The Consultant will evaluate the on-street accessible parking at two County locations up to 25 total on-street accessible parking spaces.

### Task 6 Deliverables:

- Field work data in GIS format with associated metadata, compatible with the Client's GIS system.
- Individual barrier photos in JPG format.
- Facility reports in PDF format. Consultant will create a separate report for each facility type. Each facility report will identify compliance status of each facility and consist of the following:
  - Listing of facilities that are not in compliance with PROWAG.
  - Listing of facilities that are in compliance with PROWAG.
  - Possible solutions to resolve non-compliance issues for each facility.
  - Prioritized list of improvements using criteria developed by Consultant.
  - "Cost report" that assigns conceptual budget estimates to each possible solution. Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable

# Exhibit A

## [Scope of Services]



costs provided herein are based on the information known to the Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

- Pay items and associated pay item units needed to develop the cost reports.
- Photolog summary for each facility.
- The compliance status and possible solutions will be based on PROWAG.

### **Client Responsibilities:**

- Client will provide the 95 miles of County sidewalk corridors and locations of on-street parking areas in GIS file format to Consultant.
- Client will review and provide feedback on unit prices on the Consultant-provided pay item list with unit prices to be used to develop the cost reports for public rights-of-way facilities.

### **Task 7 – Public Outreach**

- 7.1 Web Survey and Online Mapping Tools. Consultant will prepare a web survey utilizing SurveyMonkey® (or equivalent product), and an online mapping tool utilizing WikiMapping® (or equivalent product) for the project. Consultant will address one round of written consolidated comments from Client staff before publishing the content online. The information will be hosted online for the 12-month duration of the project, unless removed at the Client's request at an earlier date.
- 7.2 Public Meeting. The Consultant will conduct one public meeting with Client staff, local stakeholder groups, and the general public to introduce the project, provide a summary of findings, and gather input on the Transition Plan. The Consultant will produce meeting materials and handouts (PowerPoint presentation, web survey, and WikiMap), and prepare a summary of action items resulting from the meetings (2-hour, in-person meetings).

### **Task 7 Deliverables:**

- List of local disability organizations and their contact information in Excel format.
- Meeting notes and action items from each meeting.
- Electronic copies of each meeting presentation.
- Web link to public access survey in SurveyMonkey.
- Web link to WikiMap showing existing Client facilities.
- Summary of online web survey and WikiMap results in the ADA Transition Plan.

### **Client Responsibilities:**

- Client will identify County staff to attend the public meeting.
- Client will provide a location in which to host the public meeting.
- Client will contract separately for all effective communication services, including but not limited to sign language interpreting, captioning services, and accessible documents.

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#### Task 8 – Transition Plan

Consultant will coordinate with Client staff in updating the Transition Plan as follows:

- 8.1 ADA/504 Coordinator. Consultant will provide Client with recommended roles and responsibilities of the ADA/504 Coordinator.
- 8.2 Grievance Policy and Procedure. Consultant will develop a draft Title II ADA grievance policy, procedure, and complaint form for Title II. Consultant will address one round of written consolidated comments from Client staff to prepare a final ADA grievance policy, procedure, and complaint form for Title II.
- 8.3 ADA Notice. Consultant will develop a draft ADA Notice. Consultant will address one round of written consolidated comments from Client staff to prepare a final ADA Notice.
- 8.4 County ADA Webpage Content Summary. Consultant will summarize key information about the County's ADA/504 Coordinator (developed in **Task 8.1**), Title II ADA grievance policy/procedure/complaint form (developed in **Task 8.2**), and ADA Notice (developed in **Task 8.3**) for inclusion on the County's ADA Transition Plan Webpage.
- 8.5 Prioritization Criteria. Consultant will provide Client with recommended criteria for prioritizing identified accessibility improvements.
- 8.6 Exceptions and Exemptions. Consultant will evaluate and provide possible solutions for exceptions or exemptions that may apply under the terms of the ADA for the facilities evaluated in **Task 6**. This may include exemptions related to structures of historic significance, or other exceptions and exemptions as stated in the applicable accessibility standards.
- 8.7 Budget. Consultant will provide Client with a recommended multi-year budget needed for accessibility improvements identified in **Task 6**. Possible funding sources to achieve compliance will be provided. It will be the Client's responsibility to confirm the Client's eligibility for each funding source.
- 8.8 Draft Transition Plan Update. Based on the review of Client's existing Transition Plan information in **Task 3**, programmatic reviews completed in **Task 5**, and facility reviews completed in **Task 6**, Consultant will prepare a draft Transition Plan Update for the Client. The plan will consist of:
  - Summary of project purpose, process, and most significant observations;
  - Summary of status of existing Client's existing Transition Plan information completed in **Task 3**;
  - Detailed observations of the services, policies, practices, programs, and activities review completed in **Task 5**;
  - Detailed observations of the facility reviews completed in **Task 6**; and
  - A phased schedule with cost estimates for the removal of facility barriers identified in **Task 6**.

# Exhibit A

## [Scope of Services]



- 8.9 Final Transition Plan Update. Consultant will address one round of written consolidated comments from Client staff to prepare a Final ADA Self-Evaluation and Transition Plan Update for the Client.

### **Task 8 Deliverables:**

- Electronic copies of the draft and final ADA grievance policy, procedure, and complaint form for Title II in Microsoft Word and Adobe PDF formats.
- Electronic copies of the draft and final ADA Notice in Microsoft Word and Adobe PDF formats.
- Electronic copies of the draft and final ADA Transition Plan Update in Microsoft Word and Adobe PDF formats.
- Electronic copies of the final ADA Transition Plan Update Appendix in PDF format will be provided using the Consultant's electronic file sharing system.
- Electronic copies of the summary of information for inclusion on the County's ADA Transition Plan Webpage in Microsoft Word and Adobe PDF formats.

### **Phase 2 Tasks:**

#### Task 9 – Project Management and Coordination

- 9.1 Consultant will perform project management and administration, including staff and resource scheduling, progress monitoring, monthly invoices, and progress reports. It is understood the project will have to up a 12-month duration.
- 9.2 Consultant will conduct up to two meetings with Client staff and the ADA Liaison Committee to provide project updates. Consultant will produce meeting materials, lead and facilitate the meetings, and prepare a summary of action items resulting from the meetings (1-hour, virtual meetings).

#### **Task 9 Deliverables:**

- Monthly invoices and progress reports.
- Summary of action items from the Progress Meetings.

#### **Client Responsibilities:**

- Client will identify County staff to attend each meeting.

#### Task 10 – Public Right-of-way Review

- 10.1 Consultant will conduct field evaluations based on forms developed by the Consultant. The evaluation forms will be based on the 2023 Public Right-of-Way Accessibility Guidelines (PROWAG) Final Rule. State and local building codes under which the project was originally constructed are excluded from the evaluations. All field data will be compatible with the Client's existing Geographic Information System (GIS).
- 10.1.1 Sidewalk Corridors – Consultant will evaluate up to 95 linear miles of sidewalk corridors. Sidewalk corridors consist of sidewalk and pedestrian driveway crossings. The sidewalk corridor length is calculated using the centerline of pedestrian path of travel.

## Exhibit A

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10.1.2 Signalized Intersections – Consultant will evaluate the pedestrian signal equipment and crosswalks at up to 89 signalized intersections.

#### **Task 10 Deliverables:**

- Field work data in GIS format with associated metadata, compatible with the Client's GIS system.
- Individual barrier photos in JPG format.
- Facility reports in PDF format. Consultant will create a separate report for each facility type. Each facility report will identify compliance status of each facility and consist of the following:
  - Listing of facilities that are not in compliance with PROWAG.
  - Listing of facilities that are in compliance with PROWAG.
  - Possible solutions to resolve non-compliance issues for each facility.
  - Prioritized list of improvements using criteria developed by Consultant.
  - "Cost report" that assigns conceptual budget estimates to each possible solution. Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
  - Pay items and associated pay item units needed to develop the cost reports.
  - Photolog summary for each facility.
  - The compliance status and possible solutions will be based on PROWAG.

#### **Client Responsibilities:**

- Client will provide the 95 miles of County sidewalk corridors and locations of signalized intersections in GIS file format to Consultant.
- Client will review and provide feedback on unit prices on the Consultant-provided pay item list with unit prices to be used to develop the cost reports for public rights-of-way facilities.

#### Task 11 – Amend Transition Plan

Consultant will coordinate with Client staff in amending the Transition Plan created in **Task 8** as follows:

- 11.1 Prioritization Criteria. Consultant will provide Client with recommended criteria for prioritizing accessibility improvements identified in **Task 10**.
- 11.2 Budget. Consultant will provide Client with a recommended multi-year budget needed for accessibility improvements identified in **Task 10**. Possible funding sources to achieve compliance will be provided. It will be the Client's responsibility to confirm the Client's eligibility for each funding source.
- 11.3 Draft Amended Transition Plan. Based on the public right-of-way facility reviews completed in **Task 10**, Consultant will prepare a draft amended ADA Self-Evaluation and Transition Plan for the Client. The plan will consist of:

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- Update to the project purpose, process, and most significant observations;
- Detailed observations of the public right-of-way review completed in **Task 10**; and
- A phased schedule with cost estimates for the removal of facility barriers identified in **Task 10**.

11.4 Final Amended Transition Plan. Consultant will address one round of written consolidated comments from Client staff to prepare a final version of the amended ADA Self-Evaluation and Transition Plan for the Client.

**Task 11 Deliverables:**

- Electronic copies of the draft and final amended ADA Self-Evaluation and Transition Plan in Microsoft Word and Adobe PDF formats.
- Electronic copies of the final amended ADA Self-Evaluation and Transition Plan Appendix in PDF format will be provided using the Consultant's electronic file sharing system.

**Client Responsibilities:**

- Client will provide written consolidated comments on the draft amended ADA Self-Evaluation and Transition Plan and Appendix.

Task 12 – Staff Training

12.1 Consultant will conduct up to four hours of virtual staff training. Consultant will prepare for and host all staff training ("Training") in Zoom or Microsoft Teams. Client may invite any non-employees to attend the trainings who are essential to the design, construction and/or operation of the County. Essential personnel are any individuals contracted to provide services for the County and who the Client deems necessary to receive the Training because of the essential services they provide.

**Task 12 Deliverables:**

- Electronic copy of the training presentation in Adobe PDF format.
- Link to electronic copy of the training presentation(s).

**Client Responsibilities:**

- Client will identify County staff to attend each training.

**Exhibit A**  
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**SERVICES NOT INCLUDED**

Any other services, including but not limited to the following, are not included in this Agreement:

- Evaluation and reporting of facilities not listed in **Task 4, Task 6** and **Task 10**.
- Providing printed copies of Appendices.
- Providing deliverables in accessible formats.
- Providing effective communication services, including but not limited to, sign language interpreting, and captioning services.
- Providing web design, coding or hosting services.

**ADDITIONAL SERVICES**

Any services not specifically provided for in the above scope will be billed as additional services and performed at the Consultant's then current hourly rates.

**INFORMATION PROVIDED BY CLIENT**

Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

**SCHEDULE**

Consultant will provide its services as expeditiously as practicable and work with the Client to develop a mutually agreeable schedule.