



# **RESOLUTION No. 18-504**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

### **RESOLUTION APPROVING A CONTRACT BETWEEN THE COUNTY OF NEVADA AND DISABILITY ACCESS CONSULTANTS (DAC) FOR THE NEVADA COUNTY FACILITIES ADA SELF EVALUATION AND TRANSITION PLAN WITH A MAXIMUM CONTRACT PRICE OF \$60,000 AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE CONTRACT**

WHEREAS, Resolution 18-196 authorized the Purchasing Agent to issue a Request for Qualifications (RFQ) for the Nevada County Facilities ADA Self Evaluation and Transition Plan; and

WHEREAS, three proposals were received and an evaluation committee was formed to review the proposals; and

WHEREAS, Disability Access Consultants, of Oroville, California, was selected as the most qualified applicant based on experience and qualifications in similar types and size of surveys conducted for other agencies; and

WHEREAS, the contract will be in the amount of \$60,000 and includes an allowance of \$5,000 for additional services if required including County owned bus stop surveys; and

WHEREAS, funding for this project will be paid out of the Fiscal Year 2018-19 Facilities Management budget and a budget amendment is not required.

NOW, THEREFORE, BE IT RESOLVED that the Nevada County Board of Supervisors hereby directs that:

1. A contract for Professional Services for the Nevada County Facilities ADA and Self Evaluation and Transition Plan, in the amount of \$60,000 for the period October 9, 2018 through September 30, 2019 be awarded to Disability Access Consultants, 2243 Feather River Boulevard, Oroville, CA 95965.
2. The Board approves and the Board Chair is authorized to execute a Nevada County Personal Services Contract on behalf of Nevada County with Disability Access Consultants upon receipt, approval, and acceptance of the certificates of insurance.

Funding: 0101-10702-415-1000 521520

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 9th day of October, 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank  
Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Edward Scofield, Chair

10/09/2018 cc: Facilities\*  
AC\* (Hold)

11/01/2018 cc: Facilities  
AC\* (Release)  
DAC

**PERSONAL SERVICES CONTRACT**

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

**Disability Access Consultants (DAC)**

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Nevada County Facilities ADA Self Evaluation and Transition Plan**

**SUMMARY OF MATERIAL TERMS**

(§2) **Maximum Contract Price:** \$60,000  
(§3) **Contract Beginning Date:** 10/09/2018 **Contract Termination Date:** 09/30/2019  
(§4) **Liquidated Damages:** 00

**INSURANCE POLICIES**

Designate all required policies:

		Req'd	Not Req'd
(§6)	<b>Commercial General Liability</b> (\$1,000,000)	<u>✓</u>	<u>  </u>
(§7)	<b>Automobile Liability</b> (\$ 300,000) Personal Auto	<u>  </u>	<u>✓</u>
	(\$1,000,000) Business Rated	<u>✓</u>	<u>  </u>
	(\$1,000,000) Commercial Policy	<u>  </u>	<u>✓</u>
(§8)	<b>Worker's Compensation</b>	<u>✓</u>	<u>  </u>
(§9)	<b>Errors and Omissions</b> (\$1,000,000)	<u>✓</u>	<u>  </u>

**LICENSES AND PREVAILING WAGES**

(§14) Designate all required licenses:

As required

**NOTICE & IDENTIFICATION**

(§26) **Contractor:**  
Disability Access Consultants (DAC)  
2243 Feather River Blvd.  
Oroville, California 95965  
Contact Person: Barbara Thorpe  
(800) 743-7067  
e-mail: bthorpe@dac-corp.com

**County of Nevada:**  
Facilities Management  
10014 N. Bloomfield Rd.  
Nevada City, California 95959  
Contact Person: Justin Drinkwater  
(530) 470-2637  
e-mail: justin.drinkwater@co.nevada.ca.us  
Org Code:0101107024151000/521520

**Contractor is a:** (check all that apply)

Corporation:	<u>  </u> Calif.,	<u>✓</u> Other,	<u>  </u> LLC,	<u>  </u> Non-profit
Partnership:	<u>  </u> Calif.,	<u>  </u> Other,	<u>  </u> LLP,	<u>  </u> Limited
Person:	<u>  </u> Indiv.,	<u>  </u> DbA,	<u>  </u> Ass'n	<u>  </u> Other

**EDD:** Independent Contractor Worksheet Required:    Yes ✓ No

**HIPAA:** Schedule of Required Provisions (Exhibit D):    Yes ✓ No

**ATTACHMENTS**

Designate all required attachments:

	Req'd	Not Req'd
<b>Exhibit A: Schedule of Services</b> (Provided by Contractor)	<u>✓</u>	<u>  </u>
<b>Exhibit B: Schedule of Charges and Payments</b> (Paid by County)	<u>✓</u>	<u>  </u>
<b>Exhibit C: Schedule of Changes</b> (Additions, Deletions & Amendments)	<u>  </u>	<u>✓</u>
<b>Exhibit D: Schedule of HIPAA Provisions</b> (Protected Health Information)	<u>  </u>	<u>✓</u>

*BT*

### Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

### Services

**1. Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

### Payment

**2. Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

### Time for Performance

**3. Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

**4. Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

**5. Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

### Insurance

**6. Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;



- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

**7. Automobile Liability Insurance:** (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

**8. Worker's Compensation:** (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

**9. Errors and Omissions:**

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

**10. Miscellaneous Insurance Provisions:** (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.



At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

**11. Indemnity:**

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

**Personal Services**

**12. Contractor as Independent:**

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

**13. Assignment and Subcontracting:**

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

**14. Licensing and Permits:**

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

**Public Contracts**

**15. Prevailing Wage and Apprentices:**

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:



(i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.CA.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

**16. Accessibility (County Resolution No. 00190):**

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

**17. Nondiscriminatory Employment:**

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

**18. Prior Nevada County Employment (County Resolution No. 03-353):**

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

**19. Cost Disclosure:**

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

**Default and Termination**

**20. Termination:**

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.



If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

#### Miscellaneous

**21. Books of Record and Audit Provision:**

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

**22. Intellectual Property:**

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

**23. Entire Agreement:**

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

**24. Jurisdiction and Venue:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

**25. Compliance with Applicable Laws:**

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

**26. Notices:**

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

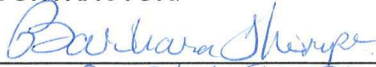


**27. Authority:**


All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

**IN WITNESS WHEREOF**, the parties have executed this Contract effective on the Beginning Date, above.

**CONTRACTOR:**

  
Name: BARBARA THORPE  
Title: PRESIDENT  
Dated: 10/18/2018

**COUNTY OF NEVADA:**

  
Honorable Edward C. Scofield  
Chair, Board of Supervisors  
Dated: 10/25/18

Attest:   
Julie Patterson Hunter  
Clerk of the Board



**EXHIBIT "A"****SCHEDULE OF SERVICES**

Contractor will prepare and provide an accessibility survey in accordance with Title II of the Americans with Disabilities Act (ADA) at various Nevada County Facilities as described in the following location table.

<b>Location</b>	<b>Address</b>	<b>Square Footage</b>
1) Airport Hangar	13308 Nevada City Ave, Grass Valley, CA	9,600 SF
2) Airport Terminal	13059 John Bauer Ave, Grass Valley, CA	2,992 SF
3) Animal Shelter	14647 Mc Courtney Rd, Grass Valley, CA	3,924 SF
4) Animal Shelter Modular	14679 Mc Courtney Rd, Grass Valley, CA	2,160 SF
5) Bost House	145 Bost Ave, Grass Valley, CA	4,650 SF
6) Carl F. Bryan II Juvenile Hall	15434 Highway 49, Nevada City, CA	25,845 SF
7) Corp Yard (New)	12350 LaBarr Meadows Rd, Grass Valley, CA	29,400 SF
8) Crown Point Facility	500 Crown Point Circle, Grass Valley, CA	22,400 SF
9) Courthouse	201 Church St, Nevada City, CA	28,792 SF
10) Courthouse Annex	201 Church St, Nevada City, CA	40,024 SF
11) Crisis Stabilization Unit	145 Glasson Way, Grass Valley, CA	2,160 SF
12) District Attorney Building	201 Commercial St, Nevada City, CA	8,175 SF
13) Eric Rood Admin Center	950 Maidu Ave, Nevada City, CA	103,400 SF
14) Facility Service Center	10014 N. Bloomfield Rd, Nevada City, CA	3,370 SF
15) GV Library	207 Mill St, Grass Valley, CA	5,961 SF
16) GV Veterans Bldg	255 S. Auburn St, Grass Valley, CA	28,908 SF
17) Helling Library	980 Helling Way, Nevada City, CA	16,709 SF
18) Laura Wilcox Memorial	208 Sutton Way, Grass Valley, CA	5,939 SF
19) Lake of the Pines WWTP	10984 Riata Way, Auburn, CA	3000 SF



20) Lake Wildwood WWTP	12622 Pleasant Valley Rd, Penn Valley, CA	3000 SF
21) Loma Rica Records Storage	12548 Loma Rica Dr, Grass Valley, CA	
22) Mc Courtney Rd Transfer Station	14741 Wolf Mt Rd, Grass Valley, CA	3,000 SF
23) NC Library	211 N. Pine St, Nevada City, CA	5,466 SF
24) NC Veterans Bldg	415 N. Pine St, Nevada City, CA	6,566 SF
25) Odyssey House	10066 N Bloomfield Rd, Nevada City, CA	2,998 SF
26) North Pine Building	109 ½ Pine St, Nevada City, CA	13,686 SF
27) Sheriff's Property Unit	15076 Highway 49, Nevada City, CA	5,905 SF
28) Tobiasen Park	15159 Wet Hill Rd, Nevada City, CA	100 SF
29) Truckee Gov't Center	10879 Donner Pass Rd, Truckee, CA	6,478 SF
30) Truckee Joseph Building	10075 Levone Ave, Truckee, CA	23,732 SF
31) Truckee Library	10031 Levone Ave, Truckee, CA	4,564 SF
32) Wayne Brown Correctional Facility	925 Maidu Ave, Nevada City, CA	69,086 SF
<b>LEASED PROPERTIES</b>		
1) Library satellite	Bear River High School	5,304 SF
2) Library satellite	11336 Pleasant Valley Rd, Penn Valley, CA	1,365 SF
3) Sheriff satellite	10556 Combie Rd, Auburn, CA	170 SF
4) Sheriff satellite	18847 Oak Tree Rd, North San Juan, CA	225 SF
5) Sheriff satellite	17404 Penn Valley Rd, Penn Valley, CA	450 SF
6) Brighton Greens	988 McCourtney Road, Grass Valley, CA	20,000 SF

Survey will include public interior and exterior areas in accordance with ADA Standards, related standards and state standards and regulations. Areas and items in the survey include, but are not limited to:

- Exterior Paths of Travel
- Parking (slope, width, length, signage)
- Ramps (width, length, slope, handrails)
- Doors (width, height, pressure, hardware)
- Interior paths of travel

- Counters
- Restrooms (sinks, water closets, mirrors, dispensers, clear floor space, etc.)
- Signage
- Other items and elements in accordance with the ADA Standards and the California Building Code

The Contractor shall develop the comprehensive ADA Self-Evaluation and Transition Plan based upon the results of the barrier assessments, policy review, public input and County staff guidance. The Transition Plan shall include all requisite information necessary to comply with Title II of the ADA for such a plan, including, but not limited to the following:

- Methodology for the self-evaluation of existing barriers to accessibility
- Summary of the findings of the self-evaluation of facilities, policies, programs, and practices
- Recommendations of remedial measures to correct deficiencies and a methodology for the prioritization of barrier remediation
- Cost estimates of remediation measures
- Implementation schedule that includes milestones or measures of achievement for monitoring implementation
- Procedure for periodically reviewing and updating the Transition Plan

Project Database – The Contractor shall develop a database for the ADA Transition Plan using County-approved software. The purpose of the database is to facilitate ongoing monitoring and updating of the final comprehensive ADA Transition Plan by County Staff. The database shall correlate all components of the transition plan including but not limited to Compliance and Facility reports, Facility Diagrams, Transition Plans, reference drawings, standard drawings, and photographs. The database shall be the property of the County of Nevada and can be maintained by the contractor for a pre-determined fee when the ADA Transition Plan compilation is complete. The data base shall be accessible to the County at all times and the County shall have the ability to update fields when facility upgrades are completed.

Contractor will provide reports that will include one or more photographs of the noncompliant item and element, references to codes and estimated costs to bring item into compliance.

Contractor will prepare findings of the accessibility survey in multiple formats for use by County in the DACTrak Accessibility Management Software System.

Contractor will provide licensure to the DACTrak Accessibility Management web based software for unlimited users and years for an annual fee. All data will remain the property of the County of Nevada. The annual fee includes on-going updates of both Federal and California Code.

The Contractor shall plan to attend a minimum of three (3) meetings with County staff. A kick-off meeting, interim progress meeting and a final completion meeting shall be held in addition to any required site visits and County staff meetings needed for self-evaluation investigations and document research. The Contractor shall also plan to attend and present the ADA Transition Plan to the County Board of Supervisors at a public meeting. Contractor will provide up to two (2) hours of consultation and recommendations to County to assist with the resolution of any complaints, potential or actual litigation.

The Contractor shall propose and lead a process for interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the self-evaluation process by submitting comments. The process may include surveys, workshops, or other outreach methods as proposed by the Consultant.

**EXHIBIT "B"****SCHEDULE OF CHARGES AND PAYMENTS**

Contractor will be paid in an amount not to exceed **\$55,000** according to the following fee schedule.

<b>Location</b>	<b>Address</b>	<b>Square Footage</b>	<b>Cost</b>
1) Airport Hangar	13308 Nevada City Ave, Grass Valley, CA	9,600 SF	1,500
2) Airport Terminal	13059 John Bauer Ave, Grass Valley, CA	2,992 SF	1,100
3) Animal Shelter	14647 Mc Courtney Rd, Grass Valley, CA	3,924 SF	1,000
4) Animal Shelter Modular	14679 Mc Courtney Rd, Grass Valley, CA	2,160 SF	400
5) Bost House	145 Bost Ave, Grass Valley, CA	4,650 SF	800
6) Carl F. Bryan II Juvenile Hall	15434 Highway 49, Nevada City, CA	25,845 SF	2,500
7) Corp Yard (New)	12350 LaBarr Meadows Rd, Grass Valley, CA	29,400 SF	1,500
8) Crown Point Facility	500 Crown Point Circle, Grass Valley, CA	22,400 SF	2,300
9) Courthouse	201 Church St, Nevada City, CA	28,792 SF	Survey previously completed by DAC
10) Courthouse Annex	201 Church St, Nevada City, CA	40,024 SF	Survey previously completed by DAC
11) Crisis Stabilization Unit	145 Glasson Way, Grass Valley, CA	2,160 SF	500
12) District Attorney Building	201 Commercial St, Nevada City, CA	8,175 SF	1,000
13) Eric Rood Admin Center	950 Maidu Ave, Nevada City, CA	103,400 SF	10,500
14) Facility Service Center	10014 N. Bloomfield Rd, Nevada City, CA	3,370 SF	800
15) GV Library	207 Mill St, Grass Valley, CA	5,961 SF	900
16) GV Veterans Bldg	255 S. Auburn St, Grass Valley, CA	28,908 SF	2,500
17) Helling Library	980 Helling Way, Nevada City, CA	16,709 SF	1,800
18) Laura Wilcox Memorial	208 Sutton Way, Grass Valley, CA	5,939 SF	500
19) Lake of the Pines WWTP	10984 Riata Way, Auburn, CA	3000 SF	800
20) Lake Wildwood WWTP	12622 Pleasant Valley Rd, Penn Valley, CA	3000 SF	800

21) Loma Rica records Storage	12548 Loma Rica Dr, Grass Valley, CA		500
22) Mc Courtney Rd Transfer Station	14741 Wolf Mt Rd, Grass Valley, CA	3,000 SF	800
23) NC Library	211 N. Pine St, Nevada City, CA	5,466 SF	1,000
24) NC Veterans Bldg	415 N. Pine St, Nevada City, CA	6,566 SF	1,000
25) Odyssey House	10066 N Bloomfield Rd, Nevada City, CA	2,998 SF	700
26) North Pine Building	109 ½ Pine St, Nevada City, CA	13,686 SF	1,000
27) Sheriff's Property Unit	15076 Highway 49, Nevada City, CA	5,905 SF	900
28) Tobiasen Park	15159 Wet Hill Rd, Nevada City, CA	100 SF	800
29) Truckee Gov't Center	10879 Donner Pass Rd, Truckee, CA	6,478 SF	1,200
30) Truckee Joseph Building	10075 Levone Ave, Truckee, CA	23,732 SF	2,000
31) Truckee Library	10031 Levone Ave, Truckee, CA	4,564 SF	900
32) Wayne Brown Correctional Facility	925 Maidu Ave, Nevada City, CA	69,086 SF	7,200
<b>LEASED PROPERTIES</b>			
1) Library satellite	Bear River High School	5,304 SF	1,200
2) Library satellite	11336 Pleasant Valley Rd, Penn Valley, CA	1,365 SF	900
3) Sheriff satellite	10556 Combie Rd, Auburn, CA	170 SF	500
4) Sheriff satellite	18847 Oak Tree Rd, North San Juan, CA	225 SF	500
5) Sheriff satellite	17404 Penn Valley Rd, Penn Valley, CA	450 SF	500
6) Brighton Greens	988 McCourtney Road, Grass Valley, CA	20,000 SF	2,200
		<b>TOTAL LUMP SUM</b>	55,000

Contractor will provide County with access to the DACTrak database for four years at an annual fee of \$500 per year for unlimited users. After four years the fee will be \$1,000 per year for unlimited users. The fee will begin one year from the start of the project and Contractor will submit annual invoices to County for this service. All survey and transition plan data will remain the property of the County of Nevada.

In addition, an allowance of \$5,000 for additional services if required including County owned bus stops is included in the maximum contract amount. If the County and Contractor determine that a County owned or maintained bus stop will need to be surveyed, the cost for each bus stop will be \$50 per bus stop.

Contractor will submit invoice in arrears upon completion of the survey. Invoice will include a general description of the services provided. Payment terms are net 30 days from receipt of invoice by County.

Invoice shall be submitted to:

County of Nevada  
Facilities Service Center  
10014 N. Bloomfield Road  
Nevada City, CA 95959

A handwritten signature in black ink, appearing to be 'B21', is written over a horizontal line.