

ADA Site Compliance LLC



SOW Agreement to Perform Consulting Services for Levy County

Date	Services Performed By:	Services Performed For:
<u>April 2,</u> 2019	ADA Site Compliance LLC	Levy County

This Statement of Work (SOW) is issued pursuant to the Consultant Services Master Agreement between Levy County ("Client," "you" or "your") and ADA Site Compliance LLC ("ADA Site Compliance," "Contractor," "our" or "we"), effective April 2, 2019 (the "Agreement"). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of the Agreement, the terms of the SOW shall govern and prevail.

This SOW (hereinafter called the "SOW"), effective as of April 2, 2019, is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the SOW shall prevail.

All pricing is provided based on the general requirements and information provided by the Client.

Contractor shall provide the Services and Products in this SOW in accordance with the provisions contained in the Agreement and this SOW. Contractor shall perform all Services under this SOW in a professional, workmanlike manner, with such professional care, technical skill, ability and diligence as is required of similar contractors providing similar services, and having the level of skill, expertise and specialized knowledge, as represented to Customer, both orally and in writing, to be possessed by Contractor.

Period of Performance

The Services shall commence on the date of SOW execution by both parties, and shall continue for one year, which one year will constitute the initial term. At the expiration of the initial term, and any renewal term, the term of this SOW will renew annually for subsequent annual terms unless terminated pursuant to the Agreement, or unless notice is provided by either party of the intent not to renew for the upcoming annual term, which notice must be provided thirty (30) days prior to the expiration of the then applicable annual term.

Engagement Process

Our auditing process provides guidance as to the website errors that exist, along with screen shots and explanations regarding how to correct them.

Auditing is an essential part of the compliance process. It can identify many of the existing website errors, and we encourage you to use human expert and technological auditing during the development process. Contractor acknowledges that Client has engaged Contractor to perform these human expert and technological auditing services.

Our methodology provides an easy process toward actionable results. Providing your team with detailed information, in a concise and easily interpretable format. Allowing them to seamlessly work toward accessibility, compliance, and usability for your website(s).

Scott Rubenstein, our CTO, will work directly with your team to develop a strategy that fits within your processes.

We have a team of experts who perform human expert auditing; including many with disabilities. This incorporates real-world difficulties that users may face. Our process includes keyboard only auditing, along with the use of screen readers, along with numerous accessibility tools and techniques that those with disabilities would use when interacting with your website(s).

If you choose to have our team remediate the website on your behalf, much of the information below in this section may be disregarded. As of the date of this SOW, the parties acknowledge that Client has not chosen to have Contractor remediate Client's website.

We support your process. Our teams, working together, will establish how to prioritize the order in which to proceed. Our team will be available to answer questions and provide guidance while your developers make corrections to the code. We will assist in establishing a plan for ongoing reporting, and remediation.

Your team will gain significant knowledge during the initial remediation process. During future development, they will be equipped and confident in knowing that they have the tools needed to avoid many coding errors. It remains important that we audit your website(s) on an ongoing basis, but our cost, and your teams time spent on remediation, will be significantly decreased.

At the conclusion of the initial remediation process, we suggest that you have our team assess and validate that all of the necessary changes have been made to your website(s). We recommend a minimum of 2 rounds of auditing, and best practices dictate that 3 rounds are ideal. This will provide you with the assurance that the needed steps have been accomplished and that your website is accessible, compliant, and usable by all.

We provide you with a compliance shield and customized accessibility policy for your website(s). It is necessary to display this (most often in the footer) to indicate that you are actively engaged in the process of ensuring that your website is accessible, compliant, and usable by all. An added benefit being that it is a clear indication to plaintiff's attorneys that you are aware of, and working on, your websites compliance.

Scope of Work

Contractor shall provide the Services and Deliverable(s) as follows:

WCAG = Web Content Accessibility Standards

WCAG Standards - Auditing done as per then-current WCAG accessibility standards and guidelines

Technological Auditing

Detailed report(s) of technology defined issues

Includes lines of code, screen shots (cached), and links to explanations

Human Expert Auditing

Team of sighted, blind, disabled, and QA auditors.

Work reviewed by team leaders to ensure accuracy

Detailed reporting of human defined issues

Conduct an extensive and complete review of all agreed upon pages for each website(s)

Auditing of agreed upon flows

Static elements (menus, headers, footers) and templates are only audited and remediated once, eliminating repetition of auditing and streamlining the report.

Variety of devices used in auditing

Utilization of accessibility technologies and techniques screen readers (JAWS) & keyboard shortcuts

Rounds of auditing – Customer to determine number of rounds. A minimum of 2 rounds is strongly recommended.

Accessibility Statement & Compliance Shield

Indication that you are actively working toward compliance, accessibility, and usability.

Includes contact information for users to report inaccessible areas of the website and request assistance with navigating the website.

Recurring Auditing

Quarterly technological auditing is suggested.

Technological auditing during the development process

Human expert auditing of templates and high traffic pages as needed/updated

Yearly human expert auditing is suggested, but not included in the proposal.

Future human expert auditing can be performed on a sample group of pages.

Support

- If desired by client, on premise, full-day review and training – video conferencing available
- Extensive review of reporting and best practices for developers. Associated on premise fees and costs will be provided if so requested by the Client.
- Ongoing support for developers during the remediation process and beyond

Deliverable Materials

The section below is not applicable if we are remediating the website on your behalf.

Upon completion of each audit, ADA Site Compliance will provide reports that document our findings. The reports will contain detailed information regarding your website(s); showing in detail each issue that must be addressed to bring your site into compliance with the Web Content Accessibility Guidelines (WCAG).

Using our auditing tools and expert testers, we will provide you with customized reports for your website(s). Each report will show critical areas that must be fixed and provide suggested remediation guidelines, in accordance with the WCAG standards. Specific issues are identified with detail as to why they are non-compliant and paired with accessibility recommendations.

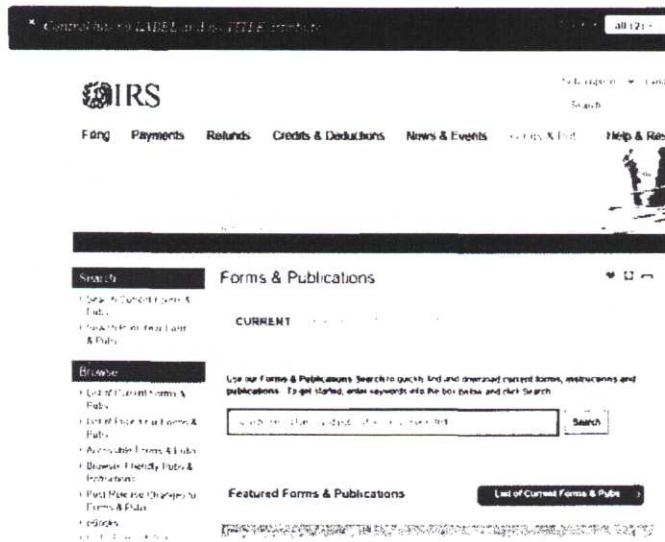
Example:

Requirement: A Title attribute is required to identify form controls when the label element cannot be used.

This page on the IRS.gov web site has a text field without a title field. This can be very confusing for people using screen readers. Here is how the error will appear on your technological auditing report:

- **Criterion 3.3.2 [Labels or Instructions]**
The intent of this Success Criterion is to help users avoid making mistakes when their input is required. To help avoid mistakes it is good user interface design to provide simple instructions and cues for entering information. Some users with disabilities may be more likely to make mistakes than users without disabilities or recovery from mistakes may be more difficult, making mistake avoidance an important strategy for users with disabilities. People with disabilities rely on well documented forms and procedures to interact with a page. Blind users need to know exactly what information should be entered into form fields and what the available choices are. Simple instructions visually connected to form controls can assist users with cognitive disabilities or those accessing a page using a screen magnifier.
- **465 Use the title attribute to identify form controls when the label element cannot be used.**
The objective of this technique is to use the title attribute to label form controls when the visual design cannot accommodate the label (for example, if there is no text on the screen that can be identified as a label) or where it might be confusing to display a label. User agents, including assistive technology, can speak the title attribute.
- **Control has no LABEL and no TITLE attribute.**
 - forms-pubs
 - Line 2564, column 166, Input element, NAME = "query"
 - Line 2797, column 172, Input element, NAME = "query"

Clicking on the error link will show you exactly where the error is that needs to be addressed:



The report will provide you with a link to the W3C rules and help explain why this is important and how to fix it.



Techniques for WCAG 2.0

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H65: Using the title attribute to identify form controls when the label element cannot be used

On this page:
Important Information about Techniques
Applicability
Description
Examples
Resources
Related Techniques
Tests

Important Information about Techniques

See [Understanding Techniques for WCAG Success Criteria](#) for important information about the usage of these informative techniques and how they relate to the normative WCAG 2.0 success criteria. The Applicability section explains the scope of the technique, and the presence of techniques for a specific technology does not imply that the technology can be used in all situations to create content that meets WCAG 2.0.

Applicability

HTML and XHTML form controls that are not identified using `value`, `alt`, or element content

Client Responsibilities

The client is responsible for providing ADA Site Compliance with timely responses to inquiries. This will ensure that there are no breakdowns in communication; moving the process at an acceptable pace for you and your team. Additional information may be required for human expert auditing flows.

Fee Schedule

Contractor will submit invoices for fees. Invoices, and payment therefor by Client, will be subject to and made in accordance with the provisions of the Agreement and the Florida Local Government Prompt Payment Act, ss. 218.70 through 218.79, Fla. Stat. All fees are contingent on actual web product being consistent with the descriptions provided by the Client prior to access to the Client's system.

Completion Criteria

Contractor shall have fulfilled its obligations when any one of the following first occurs:

- Contractor accomplishes the Contractor activities described within this SOW, including delivery to Client of the materials listed in the Section entitled "Deliverable Materials," and Client accepts such activities and materials without unreasonable objections. No response from Client within 5 business days of deliverables being delivered by Contractor is deemed acceptance.
- Contractor and/or Client has the right to cancel services or deliverables not yet provided with 60 business days advance written notice to the other party without penalty or cost, notwithstanding any provisions in the Agreement to the contrary..
- A written Change Authorization and/or PCR must be signed by both parties to authorize changes to the SOW.

Insurance Requirements

Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this SOW, insurance policies in coverages and limits required below, or to the extent and in such amounts as required and authorized by Florida law. In addition, for those policies that are allowed by law to carry an additional named insured, Contractor will provide declarations pages from policies or insurance policies (or other similar evidence) of insurance executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, listing coverages and limits, expiration dates, terms of policies and all endorsements, and shall include the SOW/project name, and naming "Levy County, a political subdivision of the State of Florida, its elected officials, officers, employees, agents, and volunteers," as a named, additional insured, as well as furnishing Client with a certified copy, or copies, of said insurance policies. In addition, each policy required below shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, written notice thereof shall be given to Client. Any and all deductibles to any insurance policy shall be the responsibility of the Contractor.

Said insurance coverages procured by contractor as required herein shall be considered, and contractor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to Client, and that any other insurance, or self-insurance available to Client shall be considered secondary to, or in excess of, the insurance coverages(s) procured by Client as required herein.

Nothing herein shall be construed to extend Client's liability beyond that provided in Section 768.28, Fla. Stat.

Coverages and limits for the insurance required herein shall be as follows:

- a. **Worker' Compensation:** Coverage to apply for all employees for Statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
- b. **Professional Liability Insurance:** Coverage of a minimum one million dollars (\$1,000,000) in coverage for this project.
- c. **Public Liability Insurance:** Policy must include bodily injury and property damage, Combined Single Limits (CSL) of \$300,000 minimum.
- d. **Commercial General Liability – Occurrence Form Required:** Contractor/vendor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations, aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.
- e. **Commercial Automobile Liability Insurance:** Contractor/vendor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

Pricing

The following options have been prepared for your website please select the option you wish in the proposal and SOW. Then please return the signed copy of the MSA and SOW.

- Reporting Every Error Per Audited Page
- \$10,725 - 11 Pages - 2 Human Expert Auditing Rounds and 2 Detailed Reports & Monthly Technological Auditing and Reporting

- \$12,100 - 11 Pages - 3 Human Expert Auditing Rounds and 3 Detailed Reports & Monthly Technological Auditing and Reporting
 - ✓ Reporting One of Every Error Type Per Audited Page
 - \$8,525 - 11 Pages - 2 Human Expert Auditing Rounds and 2 Detailed Reports & Monthly Technological Auditing and Reporting
 - \$9,900 - 11 Pages - 3 Human Expert Auditing Rounds and 3 Detailed Reports & Monthly Technological Auditing and Reporting
 - ✓ Mitigation Plus
 - \$3,000- 10 Page - Human Testing and Technological Auditing and Reporting
 - ✓ Ongoing Auditing
 - \$499- Quarterly Technological Auditing and Reporting
 - No Ongoing Auditing
- *Quarterly Auditing is included for the first year with Reporting Every Error per Auditing Page, Reporting One of Every Error Type per Audited Page, and Mitigation plus Packages

ADA Site Compliance Representative

By: [Signature]
 Name: Washua LaBodie
 Title: Relationship Manager
 Date: 4/24/19
 Address: 6400 Baynton Beach Blvd 74271
Baynton Beach FL 33474

BOARD OF COUNTY COMMISSIONERS
 OF LEVY COUNTY, FLORIDA

[Signature]
 John Meeks, Chair
 Date: April 2, 2019
 Address: 355 South Court Street
 Bronson, FL 32621

ATTEST:

[Signature]
 for Danny J. Shipp, Clerk

APPROVED AS TO FORM AND
 LEGAL SUFFICIENCY:

[Signature]
 Anne Bast Brown, County Attorney