



City of Beverly Hills

Request for Proposals #19-5

Notice Inviting Submission of Proposals
for
American with Disabilities Act (ADA) Self-
Evaluation Report and Transition Plan

Due Date: August 1, 2019

Table of Contents

Overview and Background	Page 3
Objectives and Scope	Page 4
Anticipated Schedule	Page 9
Contents and Organization of Proposal	Page 9
Submittal Requirements	Page 12
Evaluation and Selection Process	Page 14
Contract	Page 16
General Information and Instructions	Page 17
Appendices	
A. City Maps	Page 19
B. Cost Sheet	Page 27
C. Sample Agreement	Page 30

City of Beverly Hills
Beverly Hills, CA

REQUEST FOR PROPOSAL
for
American with Disabilities Act (ADA) Self-Evaluation and Transition Plan
RFP # 19-5

August 1, 2019

OVERVIEW

The City of Beverly Hills (herein after referred to as "City") is seeking to enter into a professional services agreement with a qualified and experienced firm to provide a comprehensive evaluation of Americans with Disabilities Act (ADA) accessibility compliance of City facilities, programs, services, and communications. In this context, a City program will mean all City services, activities, employment practices and/or communications addressed by ADA regulations. The project will involve conducting a self-evaluation and the end product will be a formal ADA Transition Plan, including estimated costs for addressing barriers identified, that will be presented to the City Council for adoption.

BACKGROUND

Beverly Hills is located in the middle of Los Angeles County, surrounded by the cities of Los Angeles, West Hollywood, Santa Monica and Culver City. Within its 5.7 square mile radius, Beverly Hills has approximately 34,000 residents with a business and commercial base that ranks next to cities with a population of several hundred thousand.

Internationally recognized for its alluring retail stores, five-star hotels and exclusive attractions, Beverly Hills draws visitors from around the world.

As a full-service community, police, fire, water treatment, refuse collection and building inspections, among other services, are provided directly by the City. Beverly Hills has its own school district with a reputation for some of the best schools in the nation.

The Americans with Disabilities Act (ADA) became Federal law on January 26, 1992. The fundamental goal of the ADA is to ensure equal access to civic life by people with disabilities. The Act comprises five titles prohibiting discrimination against disabled persons within the United States. Title II of the ADA required state and local governments to make their programs, services and activities accessible to persons with disabilities. As such, Beverly Hills is required to conduct a self-evaluation and an ADA Transition Plan, which identifies existing obstacles limiting accessibility and describes steps that are to be taken to ensure that facilities and elements within the public right of way are made accessible to all individuals.

OBJECTIVES AND SCOPE

Upon acceptance of the successful response to this Request for Proposals (RFP), the selected firm will utilize the "Scope of Work" as part of the contract entered with the City. The selected firm will be expected to perform all technical and other analyses necessary to complete the scope of work, including but not limited to, the following:

1. Identify City programs, activities, and services that may be discriminatory to people with disabilities and identify any existing obstacles limiting accessibility;
2. Review City policies, practices, and procedures which govern the administration of City programs, activities, and services;
3. Provide a detailed outline of methods necessary to remove program accessibility barriers;
4. Conduct ADA compliance evaluation of City buildings and park amenities; and
5. Prepare the City's ADA Self Evaluation and Transition Plan.

The City will provide the successful bidder with previous assessments conducted by the City for reference purposes. The scope of services for this project shall include, but is not limited to, the following:

Task 1 – Oversee Development and Execution of Self Evaluation Report and ADA Transition Plan

1. The consultant shall develop a process, procedures, and forms needed to conduct the Self-Evaluation of the City's programs, activities, and services for ADA requirement compliance, including the compilation of the final Self Evaluation report.
 - a. Develop a master list of City programs, services, and activities; accessibility policies; disability customer service training; communication practices; available information on accessibility, etc.
 - b. Review appropriate City plans, reports, and programs as well as meet with City staff to gain insight into the City's facilities and programs in order to identify issues, which may be discriminatory to people with disabilities. The review will also include City policy documents that affect the public. The review should evaluate the current level of program accessibility, including eligibility requirements, participation requirements, facilities used, transportation, communication, grievance procedures, and emergency procedures.
 - c. Administer Barrier Assessment Surveys to collect information on each program and activity. Surveys should encourage staff to provide details regarding forms and methods used to advertise program or department activities and services, profile of current participants, the types of equipment and materials used, testing and entrance requirements, amount of staff training, and list any specific modifications that are needed or have been provided in the past.
 - d. Based on Barrier Assessment Surveys and policy reviews, evaluate the effectiveness of existing ADA program services and provide recommendations where deficiencies are identified.
 - e. Summarize the data and findings in the Self Evaluation and ADA Transition Plan, including Barrier Assessment Surveys and Access Compliance Assessment Reports for City buildings, parks, programs, communications, open spaces, and public rights-of-way as described in Task 2 and Task 3 below.
 - f. Meet with City staff at least three times, including a kick-off meeting, interim progress meeting, and completion meeting. This will be in addition to any required site visits and City staff meetings deemed necessary by the consultant for self-evaluation investigations and document research.

Task 2 - Conduct Comprehensive Facility Surveys and Barrier Assessments

1. Buildings

- a. Identify which City buildings are subject to the requirements of the ADA, and develop assessments, including but not limited to, path of travel and Barrier Assessment Surveys, listing each item. This includes City-owned parking garages and tenant occupied City-owned buildings, including but not limited to, common areas throughout such buildings.
- b. Conduct Barrier Assessment Surveys with field reviews of all public buildings in Beverly Hills that provide programs, services, or activities to the public, as appropriate. The Surveys will identify physical barriers in each facility that could limit accessibility and compare each facilities to the State Title 24 Building Code and the Federal ADA Accessibility Guidelines (ADAAG).
 - i. Based on the Barrier Assessment Surveys, develop Access Compliance Assessment Reports (ACARs) in order to support the comprehensive assessment process, which shall include:
 1. executive summary;
 2. as-build verifications as it relates to ADA access;
 3. barrier description and severity rating to measure relative impact to access;
 4. digital photograph(s) and documentation of each barrier;
 5. reference drawings/maps showing the specific location of the barrier;
 6. proposed solution(s) to eliminate the barrier; and
 7. individual detailed cost estimates for each solution.
- c. The consultant shall review all ACARs and develop facility diagrams for each building showing interior and exterior areas to be included in the ADA Transition Plan as appropriate, and provide a comprehensive report. The consultant shall summarize the ACARs and identify issues that may limit physical access to individuals with disabilities to public areas where program, services, or activities take place. Each section of the Self Evaluation Report shall include a feasible solution, cost estimate for eliminating each barrier and the priority level of the project.
- d. Refer to Appendix A for a City map that includes all City-owned buildings.

2. Parks and Open Spaces

- a. Identify which parks, trails, outdoor facilities, and open spaces are subject to the requirements of the ADA, and develop Barrier Assessment Surveys, listing each item.
- b. Conduct Barrier Assessment Surveys with field reviews of all parks, trails, outdoor facilities, and open spaces in Beverly Hills that provide programs, services, or activities to the public, as appropriate. The Surveys will identify physical barriers in each park, trail, outdoor facility, and open space that could limit accessibility as identified in the State Title 24 Building Code and the Federal ADA Accessibility Guidelines (ADAAG).
 - i. Based on the Barrier Assessment Surveys, develop Access Compliance Assessment Reports (ACARs) in order to support the comprehensive assessment process, which shall include:
 1. executive summary;
 2. as-build verifications as it relates to ADA access;
 3. barrier description and severity rating to measure relative impact to access;
 4. digital photograph(s) and documentation of each barrier;
 5. reference drawings/maps showing the specific location of the barrier;
 6. proposed solution(s) to eliminate the barrier; and
 7. individual detailed cost estimates for each solution.
- c. The consultant shall review all ACARs and develop facility diagrams showing areas to be included in the ADA Transition Plan as appropriate, for each park, trail, outdoor facility, and open space. The consultant shall summarize the ACARs and identify issues

that may limit physical access to individuals with disabilities to public areas where program, services, or activities take place. Each Section of the Self Evaluation Report shall include a feasible solution, cost estimate for eliminating each barrier and the priority level of the project.

d. Refer to Exhibit A for City maps identifying all parks and park facilities.

3. Public Rights-of-Way

a. Identify which public rights-of-way, including but not limited to, crosswalks, pathways, sidewalks, and curb ramps, are subject to the requirements of the ADA, and develop Barrier Assessment Surveys, listing each item.

b. Conduct Barrier Assessment Surveys with field reviews of all public rights-of-way in Beverly Hills, as appropriate. The Surveys will identify physical barriers in public rights-of-way that could limit accessibility and compare these areas to the draft Public Rights of Way Guideline (PROWAG) from the U.S. Access Board, the Federal Highway Administration's California Edition of the Manual on Uniform Traffic Control Devices (MUTCD), California Code of Regulations/Title 24, State Title 24 Building Code, and the Federal ADA Accessibility Guidelines (ADAAG).

i. Based on the Barrier Assessment Surveys, develop Access Compliance Assessment Reports (ACARs) in order to support the comprehensive assessment process, which shall include:

1. executive summary;
2. as-build verifications as it relates to ADA access;
3. barrier description and severity rating to measure relative impact to access;
4. digital photograph(s) of each barrier to access;
5. reference drawings/maps showing the specific location of the barrier;
6. proposed solution(s) to eliminate the barrier; and
7. individual detailed cost estimates for each solution.

c. The consultant shall review all ACARs and develop facility diagrams showing all areas to be included in the ADA Transition Plan, as appropriate. The consultant shall summarize the ACARs and identify issues that may limit physical access to individuals with disabilities to public rights-of way. Each section of the Self Evaluation Report shall include a feasible solution, cost estimate for eliminating each barrier and the priority level of the project.

d. Refer to Appendix A for a City map of sidewalks and ramps.

4. City Programs and Services

a. Identify which City programs and services including but not limited to, classes, workshops, meetings, and events, are subject to the requirements of the ADA, and develop Barrier Assessment Surveys, listing each item.

b. Conduct Barrier Assessment Surveys with field reviews of all City programs and services, as appropriate. The Surveys will identify barriers in City programs and services that could limit accessibility.

i. Based on the Barrier Assessment Surveys, develop Access Compliance Assessment Reports (ACARs) in order to support the comprehensive assessment process, which shall include:

1. executive summary;
2. barrier description and severity rating to measure relative impact to access;
3. reference drawings/maps showing the specific characteristics of the barrier;
4. proposed solution(s) to eliminate the barrier; and
5. individual detailed cost estimates for each solution.

c. The consultant shall review all ACARs and develop drawings/diagrams showing all programs and services to be included in the ADA Transition Plan, as appropriate. The consultant shall summarize the ACARs and identify issues that may limit physical or

other access to individuals with disabilities to City Programs and Services. Each section of the Self Evaluation Report shall include a feasible solution, cost estimate for eliminating each barrier and the priority level of the project.

5. City Communications and Webpages

- a. Identify which City communications and webpages including but not limited to, sign-up forms, registration forms, and website formatting, are subject to the requirements of the ADA and develop Barrier Assessment Surveys, listing each item.
- b. Conduct Barrier Assessment Surveys and review all City communications and webpages, as appropriate. The Surveys will identify barriers in City communications and webpages that could limit accessibility.
 - i. Based on the Barrier Assessment Surveys, develop Access Compliance Assessment Reports (ACARs) in order to support the comprehensive assessment process, which shall include:
 1. executive summary;
 2. barrier description and severity rating to measure relative impact to access;
 3. reference drawings/diagrams showing the specific characteristics of the barrier;
 4. proposed solution(s) to eliminate the barrier; and
 5. individual detailed cost estimates for each solution.
- c. The consultant shall review all ACARs and develop drawings/diagrams showing all communications and applicable webpages to be included in the ADA Transition Plan. The consultant shall summarize the ACARs and identify issues that may limit physical or other access to individuals with disabilities to City Communications and Webpages. The Self Evaluation Report shall include a feasible solution, cost estimate for eliminating each barrier and the priority level of the project.

Task 3 - Comprehensive ADA Self Evaluation and Transition Plan

1. Develop a comprehensive ADA Self-Evaluation and Transition Plan based upon the results of the barrier assessments, policy reviews, and City staff guidance. The ADA 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:
 - a. methodology for the self-evaluation of existing barriers to accessibility including how to remove them;
 - b. summary of findings of the self-evaluation of facilities, policies, programs, and practices;
 - c. recommendations of remedial measures to correct deficiencies and a methodology for the prioritization of barrier remediation;
 - d. cost estimates of remediation measures;
 - e. implementation schedule that includes milestones or measures of achievement for monitoring implementation;
 - f. procedures and forms for monitoring implementation;
 - g. procedures for periodically reviewing and updating the ADA Transition Plan;
 - h. procedures and forms for performing evaluations of additional barriers;
 - i. procedures and forms for filing Requests for Accommodation;
 - j. list of references and contact information for ADA and accessibility related resources; and
 - k. identification of the official(s) who will be responsible for implementation of the plan.
2. Present the draft ADA Transition Plan, and subsequently, the final proposed ADA Transition Plan and findings to City staff.
3. Finalize the ADA Transition Plan and present the finding to the City Council.
4. Provide six (6) bound copies of the final Self-Evaluation Report and ADA Transition Plan to the City.

- a. Provide editable electronic copies in both Microsoft Word and PDF formats. All data files and project maps and drawings associated with the Self-Evaluation Report and the ADA Transition Plan shall be delivered to the City and become the property of the City.
5. Both the Self-Evaluation Report and the ADA Transition Plan shall be completed within nine and twelve (9-12) months of the first meeting with City staff.

Summary of Deliverables

The following list includes, but is not limited to, all anticipated deliverables required to complete the project and is reflected in Appendix B (Cost Sheet):

1. Self Evaluation process recommendations including proposed procedures and forms;
2. Draft Barrier Assessment Surveys for all City Buildings, Parks, Open Spaces, Public Rights-of-Way, Programs, Services, Communications, and Webpages subject to the requirements of the ADA, in hard-copy and electronic formats;
3. Final Barrier Assessment Surveys for all City Buildings, Parks, Open Spaces, Public Rights-of-Way, Programs, Services, Communications, and Webpages subject to the requirements of the ADA, in hard-copy and electronic formats;
4. Draft Access Compliance Assessment Reports for all City Buildings, Parks, Open Spaces, Public Rights-of-Way, Programs, Services, Communications, and Webpages subject to the requirements of the ADA, in hard-copy and electronic formats;
5. Final Access Compliance Assessment Reports for all City Buildings, Parks, Open Spaces, Public Rights-of-Way, Programs, Services, Communications, and Webpages subject to the requirements of the ADA, in hard-copy and electronic formats;
6. Draft Self Evaluation Report submitted in hard-copy and electronic formats;
7. Final Self Evaluation Report submitted in hard-copy and electronic formats;
8. Public meeting agendas and minutes, as appropriate;
9. Draft "Self Evaluation Report and ADA Transition Plan" submitted in hard-copy and electronic formats;
10. Final "Self Evaluation Report and ADA Transition Plan" submitted in hard-copy and electronic formats;
11. Consultant shall attend at least two City Council meetings, at the request of City staff, to present the "Self Evaluation Report and ADA Transition Plan" for review and adoption; and
12. Projects meetings with City staff as needed.

The City shall have the authority to prioritize projects on the final Transition Plan based on which sites get the most foot-traffic.

Please refer to Appendix A – City of Beverly Hills ADA Transition Plan Facility Maps as you develop your proposal.

ANTICIPATED SCHEDULE

Solicitation issued	May 29, 2019
Deadline for receipt of questions	June 25, 2019
City response to questions	July 9, 2019
Proposal due date	August 1, 2019
Finalist contacted to schedule interview	Week of August 19, 2019
Conduct interview(s), recommend firm	September 2019
Anticipated award date	October 2019
Anticipated start date	November 1, 2019

CONTENTS AND ORGANIZATION OF PROPOSAL

The intent of this RFP is to encourage responses that meet the outlined requirements.

A. **Proposal Content**

Each proposal shall contain the following major sections:

1. **Transmittal Letter and Statement of Understanding and Approach.** The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the firm, and who may be contacted during the period of proposal evaluation. Only one transmittal letter is needed and is required to accompany all copies of the proposal. The proposal shall clearly identify the firm's legal name and address; the legal form of the firm (e.g. partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all the information required under this section for each member, and attach a copy of the joint venture agreement. If the firm is a wholly-owned subsidiary of a "parent company," please identify the "parent company."
2. **Table of Contents.** List major sections in the proposal and the associated page numbers.
3. **Executive Summary.** Provide a concise synopsis of the proposal and a description of the credentials to deliver the services.
4. **Introduction.** Demonstrate the firm's experience providing local jurisdictions with ADA Self-Evaluation and Transition Plans. Experience in developing similar plans for other similar regional agencies, municipalities, agencies, and other governmental or non-governmental agencies should be highlighted. Include a description of the firm and a statement of the firm's qualifications for performing the requested consulting services.

Indicate any specialized expertise relevant to the project and discuss the firm's in-house abilities and commitment to delivering the project in a timely manner.

5. **Company Background.** Include the following:
 - a. a brief description of the background of your firm;
 - b. the location of the headquarters, technical support offices, field offices, and the location of the office that would service the City;
 - c. brief summary of company's officers, directors, and associates that will be assisting on the project;
 - d. statement of the firm's annual company revenues and profit for the last three company fiscal years; and
 - e. names and qualifications of outside firms and/or associates that may be employed to assist on this project.

6. **Project Management.** Describe the plans for accomplishing the required work. Include a work plan and a proposed schedule showing tasks and time frames necessary to complete the scope of services by the preferred completion date. Include the management approach to the work, location where work will be done, responsibilities for coordination of work with City, and lines of communication needed to maintain required contact. Provide a detailed outline of the firm's current client list and ability to provide timely services.

7. **Staff.** Describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A Project Manager must be designated, and an organizational chart showing the manager and all project staff must be included. A matrix must be presented indicating the effort, either in percentage of the total project or in person-hours, which will be contributed by each professional, during each phase or task of the overall project. Availability and involvement of team members holding certification as Certified Access Specialist shall be clearly indicated. Information submitted for each professional shall minimally include:
 - a. education, training, and years of practice for ADA compliance work and plan development in the State of California;
 - b. information on the number of projects for audit and transition plan development for municipalities; and
 - c. explanations of knowledge of, and experience with, California Title 24 Regulations and Americans with Disabilities Accessibility Guidelines (ADAAG).

8. **Qualifications and References.** Describe your firm's familiarity with public sector ADA Self Evaluations, Transition Plans, and specific experience with the requirements of municipalities. The proposal must describe the nature and outcome of projects previously conducted by the firm that are related to the work described within the RFP. A description of at least three relevant projects of similar scope or complexity completed by the firm within the past five (5) years shall be included, as applicable. Include photographs and a textual description of the firm's specific role in the project. Identify key personnel who participated in each project and describe their roles. Provide the completed cost of each project and the estimated cost prior to contracting. Provide a current reference for each of

the projects described. This should include client contact names, address, phone numbers, descriptions of the type of work performed, approximate dates on which the work was completed, and professional staff who performed the work. These references should be willing to discuss your work and/or performance.

If a sub-consultant is proposed, two to three similar qualifications and references should be provided for the sub-consultant. Up to two samples of the firm's work on closely related projects can also be included with the proposal, if available.

Identify your existing client base including the number of projects that have already gone through the ADA Self Evaluation Transition Plan or are currently under way. Indicate any experience with municipalities similar in size to Beverly Hills.

Include a sample of the database program that your firm would use for tracking of remediation work.

Provide submitted or potential claims against you or your firm for errors and omissions relative to municipal ADA projects over the last ten years.

9. **Fee Proposal.** Applicants are required to complete the Cost Sheet provided in Appendix B, which is based on the anticipated deliverables for this project. Additionally, applicants may choose to provide additional cost sheets or line items for each task and a description of the total costs and/or billing rates for services, staff time, equipment, materials, travel, administrative/clerical, overhead and other out-of-pocket expenses, if applicable to this contract. If the firm uses hourly billing rates (instead of a flat retainer fee), please provide a detailed fee summary with a total annual not to exceed cost. All figures entered on the cost sheets must be clearly legible and justified.

Applicants must submit all Fee Proposals separately from the RFP documentation in a sealed envelope titled "Fee Proposal" and on a separate flash drive.

10. **Anticipated Project Schedule.** This project is anticipated to require 9-12 months to complete, however, all Proposers will define the anticipated deadline for completion and presentation of the Transition Plan and all related supporting activities. This project schedule will be incorporated into the professional services agreement between the City and the successful respondent.

11. **Implementation Approach.** Identify the proposed implementation approach, including but not limited to, the following:
 - a. approach to scoping and conducting the project;
 - b. efforts that may be needed to ensure a successful project;
 - c. any issues that your firm believes are critical to the project's success;
 - d. a list of extra deliverables and/or additional documentation to be provided beyond the deliverables stated in this RFP;

- e. sample schedules and work plans indicating the tasks and time needed for each task to complete the scope of services; and
- f. any assumptions made in the development of the schedule and work plan.

12. **Additional Information.** Submit any additional information or recommendations supporting the proposal as an appendix or separate attachment.

B. Proposal Format

Respondent's submission shall be a maximum of 20 pages in length.

SUBMITTAL REQUIREMENTS

Proposals must be prepared in English.

The submission requirements for the RFP are detailed below. Any submission shall constitute an irrevocable offer for one hundred eighty (180) days following the deadline for its submission. Information contained in the proposal is confidential and shall remain so until a contract is signed.

A. Copies

The respondent shall submit one (1) original and five (5) non-laminated copies of the proposal and all subsequent information requested by City. The City will not accept any proposal submitted by facsimile or email.

B. Contact

Bidders shall not contact the City's Mayor or any Councilmembers during this RFP process regarding the RFP. Questions regarding the Requests for Proposal are to be submitted by email only to Michael George at mgeorge@beverlyhills.org and copied to Logan Phillippo at lphillippo@beverlyhills.org no later than 4:30 PM PST on June 25, 2019. The subject title of such emails should read "RFP No. 19-5 Potential Respondent - (Insert Firm Name)." Any inquiry should state the question only, without additional information. Questions emailed by potential respondents and any additional information that the City provides in response to such questions will be posted on the City's website by **Tuesday, July 9, 2019** at 6:00 PM PST. Oral responses by any City employee or agent of the City are not binding and shall not in any way be considered as a commitment of the City.

C. Deadline

To be considered for this RFP selection process, the Bidder shall submit one (1) original, clearly marked as such, and five (5) copies no later than 2:00 p.m. on August 1, 2019 to:

City Clerk's Office
City of Beverly Hills
City Hall, 2nd Floor, Room 290
455 N. Rexford Drive
Beverly Hills, CA 90210

Proposals shall be submitted in writing to the address above, with Bid 19-5 on the outside of the envelope or package. City Hall office hours are Monday through Thursday, 7:30 a.m. to 5:30 p.m. and Friday 8:00 a.m. to 5:00 p.m.

Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful firm, all proposals shall be public

records. Any respondent may withdraw their response either in person or by written request, sent by mail or facsimile, at any time prior to the scheduled closing time for receipt of submittal. No proposal shall be returned after the date and time set for opening thereof.

D. Rejection of Proposals

Proposals received after 2:00 p.m. shall be considered late. Late submittals will be rejected and returned unopened. If mail delivery is used, the firm should mail the proposal early enough to provide for arrival by this deadline. The firm uses mail or courier service at its own risk. The City will not be liable or responsible for any late delivery of proposals.

The City reserves the right in its sole discretion to reject any or all submissions in whole or in part for any reason without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. If a proposal fails to meet a material requirement in the Request for Proposal, or if it is incomplete or contains irregularities, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements in the RFP.

Immaterial deviations may cause a bid to be rejected. The City may or may not waive an immaterial deviation or defect in a bid proposal. The City's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a respondent from full compliance with the remaining RFP.

Proposals that contain false or misleading statements may be rejected if in the City's opinion the information was intended to mislead the City regarding a requirement of the RFP. Bids may be rejected in any case where it is determined that the proposals are not really competitive, or where the cost is not reasonable.

E. Proof of Authority

The proposal will also provide the following information: name, title, address and telephone number of individual with authority to bind the firm and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the Consultant or consulting firm and shall contain a statement to the effect that the proposal is a firm offer for at least a one hundred eighty (180) day period.

F. Conflict of Interest

The firm shall have no interest in other projects or independent contracts that conflict in any manner with the interests of the City. The firm shall notify the City of any existing contracts or proposed new contracts which may conflict with the City's interests. Firms submitting proposals in response to this RFP must disclose to the City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan to be awarded pursuant to this RFP. If this firm has no conflict of interest, a statement to that effect shall be included in the proposal.

EVALUATION AND SELECTION PROCESS

A. Evaluation

If a firm submits a complete proposal by the City's deadline, an evaluation of the proposal will be performed, based on a competitive selection process. Each of the major sections of the proposal will be reviewed and evaluated with criteria designed to help judge the quality of the proposal. Evaluation of proposals will not be limited to price alone; technical merit, expertise, track record references, completeness of proposal documents, and demonstrated successes will be strongly considered in the selection process. The following criteria will be used in reviewing and comparing the proposals:

1. **Completeness of proposal documents.** The ability, capacity, flexibility, and skill of the respondent to provide quality performance under the contract, as evidenced by the quality of any demonstration, client references, and any prior contracts with the City.
2. Understanding of the background and requirements of the Scope of Work.
3. The relative allocation of resources, in terms of quality and quantity, to key tasks including the time and skills of personnel assigned to the tasks and firm's approach to managing resources and project output. Education and experience of proposed personnel. Expertise, competence, experience, performance, solvency and responsiveness.
4. Responsiveness of proposal to specifications described in the RFP, including whether the respondent has agreed to the contracting requirements set forth in this RFP.
5. Demonstrated success in projects similar to the one described in this RFP.
6. Cost and compensation required.
7. Years of experience performing similar services to those outlined in the Objectives and Scope section of this RFP.

B. Precontractual Expense

Includes any expenses incurred by Bidders and selected Consultant, such as the following:

1. Preparing proposals in response to this RFP.
2. Submitting proposals to the City.
3. Travel or accommodation to the City to participate in the interview process.
4. Negotiations with the City on any matter related to proposals.
5. Other expenses incurred by a Consultant or Bidder prior to the date of award of any agreement.

In any event, the City shall not be liable for any precontractual expenses incurred by any Bidder or selected Consultant. Bidders shall not include any such expenses as part of the price proposed in response to this RFP. The City shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

C. Selection Panel

The City reserves the exclusive right to award this RFP in any manner it deems to be in the best interest of the City. The City may convene a Selection Panel, composed of City staff, who will evaluate the proposals considering the scope of work and various evaluation criteria, as described above, and will develop a "short list" of acceptable firms. Firms not selected to the short list will be notified at that time. Selected firms may be contacted to schedule an interview. Should interviews be conducted, the candidate firms will be ranked by the Selection Committee. Upon determination of the top-ranked firm, the Panel will issue a recommendation to the City Council.

Respondents may be telephoned and asked for further information, if necessary, and may be expected to appear for oral interviews. Previous clients may also be called. The Panel will make recommendations to the City Council on the basis of the proposal, any oral interviews, and reference check. The City reserves the right to select firm based solely on written proposals and not convene oral interviews. The City Council shall have final authority for the selection. It is anticipated that the City Council will consider awarding a bid at an October 2019 City Council Meeting.

Selections are based on qualifications and a shortlisting of the three top candidates.

D. Negotiations

Negotiations will cover the scope of work, the contract schedule duration, contract terms and conditions, technical specifications, and fee proposal. If the negotiating team is unable to reach an acceptable agreement with the selected firm, the team will recommend to the City Manager that the negotiations be terminated and an alternative approach be attempted, including the possibility of entering into negotiations with the second ranking firm.

No contract or agreement, express or implied, shall exist or be binding on the City before the execution of a written contract by both parties. If agreement on the terms of such a contract cannot be reached after a period deemed reasonable by the City in its sole discretion or if, after the City and the firm agree to terms and execute a contract, that contract is terminated for any reason, the City may enter into negotiations and sign a contract with any other respondent who submitted timely, responsive and responsible proposals to this RFP, or issue a new RFP and begin the proposal process anew.

CONTRACT

The City will prepare an Agreement for implementation between the successful respondent and the City (See Appendix C for a Sample). The firm's standard form contract will not be considered as an acceptable substitute. The firm shall maintain, at a minimum, the insurance requirements specified in the sample Agreement. This includes, but is not limited to:

- Insurance shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.
- A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.
- A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the Scope of Work required by this Agreement.
- Workers' compensation insurance as required by the State of California.
- A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars per claim and in the aggregate.
- All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.
- The policies of insurance shall include provisions for waiver of subrogation.
- The general and auto liability insurance shall contain an endorsement naming the CITY as an additional insured.

GENERAL INFORMATION AND INSTRUCTIONS

All communications concerning this RFP should be directed to Michael George, Management Analyst, by email at mgeorge@beverlyhills.org and copied to Logan Phillippo, Policy and Management Analyst, by email at lphillippo@beverlyhills.org

No questions or comments are to be directed to the Mayor of the City of Beverly Hills, the Mayor's Office, Beverly Hills City Council, City of Beverly Hills Director of Finance, any public official, or any City of Beverly Hills trustee.

Any information obtained by the selected respondent is confidential, and the selected respondent shall not release or use the information in conjunction with any other endeavor.

The issuance of this RFP and receipt of proposals does not commit the City to award a contract, which is at the sole discretion of the City Council. The City reserves the right to negotiate with any firm which responds to this RFP. The City is not liable for any costs incurred by the proposer in the preparation and submission of a proposal.

City reserves the right to cancel or revise any section of the RFP prior to the due date, and further reserves the right to extend the due date. Any cancellations or revisions to the RFP will be published on the City's website at: www.beverlyhills.org/business/bidlistings/. The information will also be emailed to any Consultant who the City emailed a copy of the RFP to, as well as to any Consultant who has reached out to the City in regards to this bid as directed above. If any Bidder determines that an addendum unnecessarily restricts its ability to bid, it must notify the City no later than three (3) days following the receipt of the addendum.

The City expressly reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any Bidder and of the suitability of the materials and/or services to be rendered. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City reserves the right to modify the RFP schedule described above.

The City will be the sole and exclusive judge of quality, compliance with RFP specifications or any other matter pertaining to this RFP. The City reserves the exclusive right to award this RFP in any manner it deems to be in the best interest of the City.

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of the City shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

Respondents are responsible for complying with all federal, state, and local rules and regulations. Respondents agree that the City may, in its sole discretion, at any time prior to the execution of a final contract, accept, reject or cancel all or any part of a proposal, issue another proposal with terms and conditions similar or different to those set forth above, extend any deadline and/or supplement, amend or otherwise modify the proposal.

By submission of a proposal, respondents acknowledge and agree that the City of Beverly Hills, as a public trust, is subject to state and local public disclosure laws and, as such, is legally obligated to disclose to the public documents, including public proposals, to the extent required thereunder. Without limiting the foregoing sentence, the City's legal obligations shall not be limited or expanded.

Respondents are advised to become familiar with all conditions, instructions and specifications governing this RFP. Once the award has been made, a failure to have read all the conditions, instructions and specifications of this RFP document shall not be cause to alter the contract or for respondent to request additional compensation.

The successful respondent shall not assign the contract or subcontract, in whole or in part, without the prior written consent of the City. Such consent shall neither relieve the respondent from its obligation nor change the terms of the contract.

Each respondent shall submit in full this completed original RFP document and all necessary catalogues, descriptive literature, etc., needed to fully describe the materials or work it proposes to furnish. **Respondent's failure to fully and adequately respond to this RFP may render the bid non-responsive and is grounds for rejection by the City.**

Upon the award of the contract to the successful respondent, the City will require evidence of insurance coverage be furnished prior to issuing a purchase order. The amounts and types of coverage are specified in Appendix C, Section 11 of this RFP document. All insurance forms must be in a format acceptable to the City.

Every supplier of materials and services and all Consultants doing business with the City shall be an "Equal Opportunity Employer" as required by Section 2000e of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11375, and as such shall not discriminate against any other person by reason of race, creed, color, religion, age, sex or physical or mental handicaps with respect to the hiring, application for employment, tenure, terms or conditions or employment of any person.

Prices quoted herein must be firm for a period of not less than one hundred eighty (180) days after closing date of this RFP. RFPs calling for other than a "lump sum" total may be awarded by single item, by groups of items, or as a whole, as the City deems to be in the best interest of the City.

Consultants shall cooperate with the City in all matters relating to taxation and the collection of taxes. It is the policy of the City to self-accrue use tax associated with its own purchases. The City requests that its Consultants self-accrue their use tax, when applicable, and report the use tax to the State Board of Equalization with a City-assigned permit number. The City's own use tax, which is self-accrued by the City, will be remitted to the State of California pursuant to the City's permit with the State Board of Equalization.

All materials submitted in response to an RFP will become the property of the City of Beverly Hills and will be returned only at the City's option and at the expense of the Bidder submitting the proposal or bid. One copy of a submitted proposal will be retained for official files and become a public record. However, any confidential material submitted by Bidder that was clearly marked as such will be returned upon request.

APPENDIX A

City of Beverly Hills ADA Transition Plan Facility Maps

City Parks

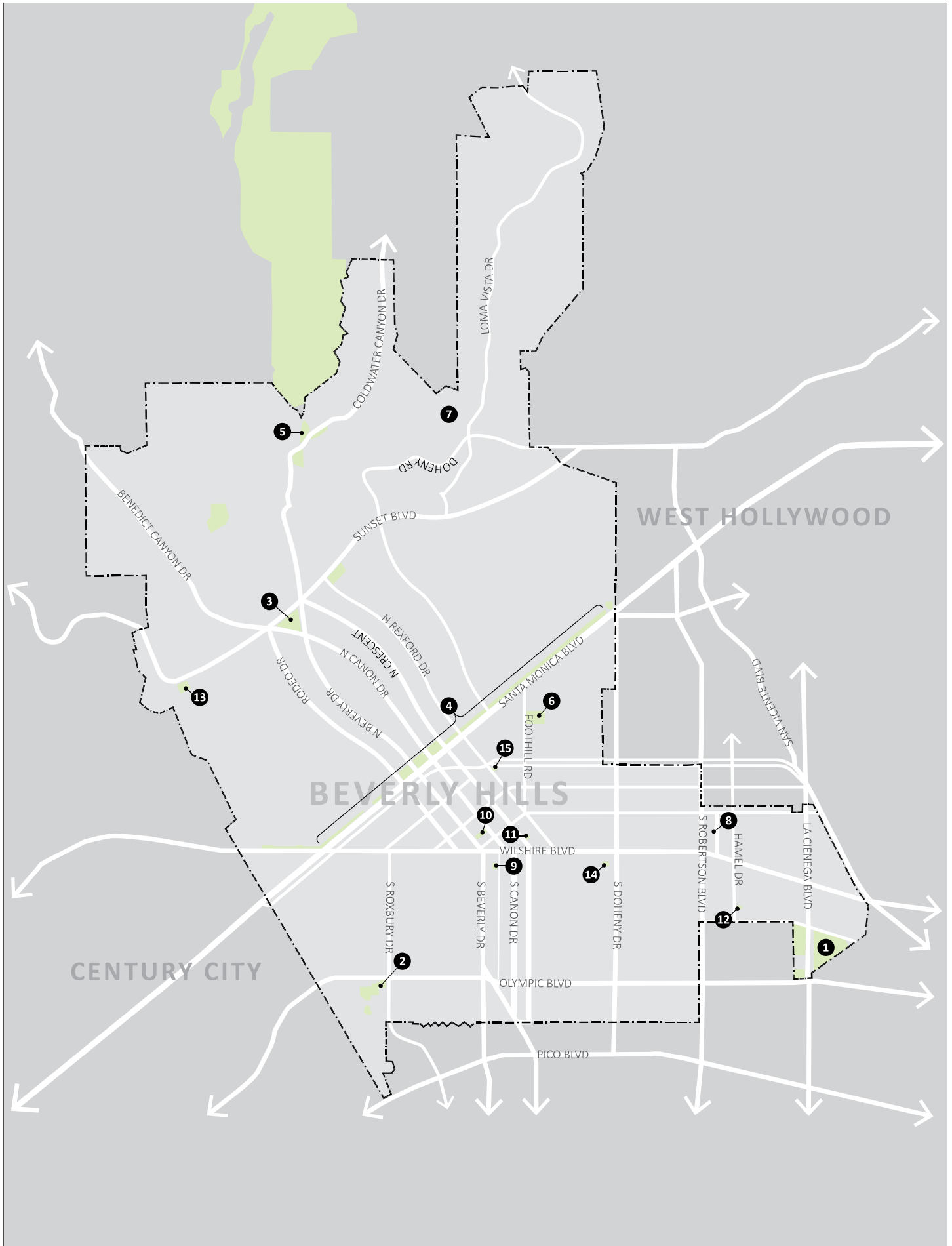
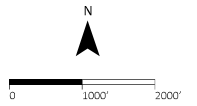
City Facilities

Business District City Facilities

Sidewalks and Ramps



City Parks



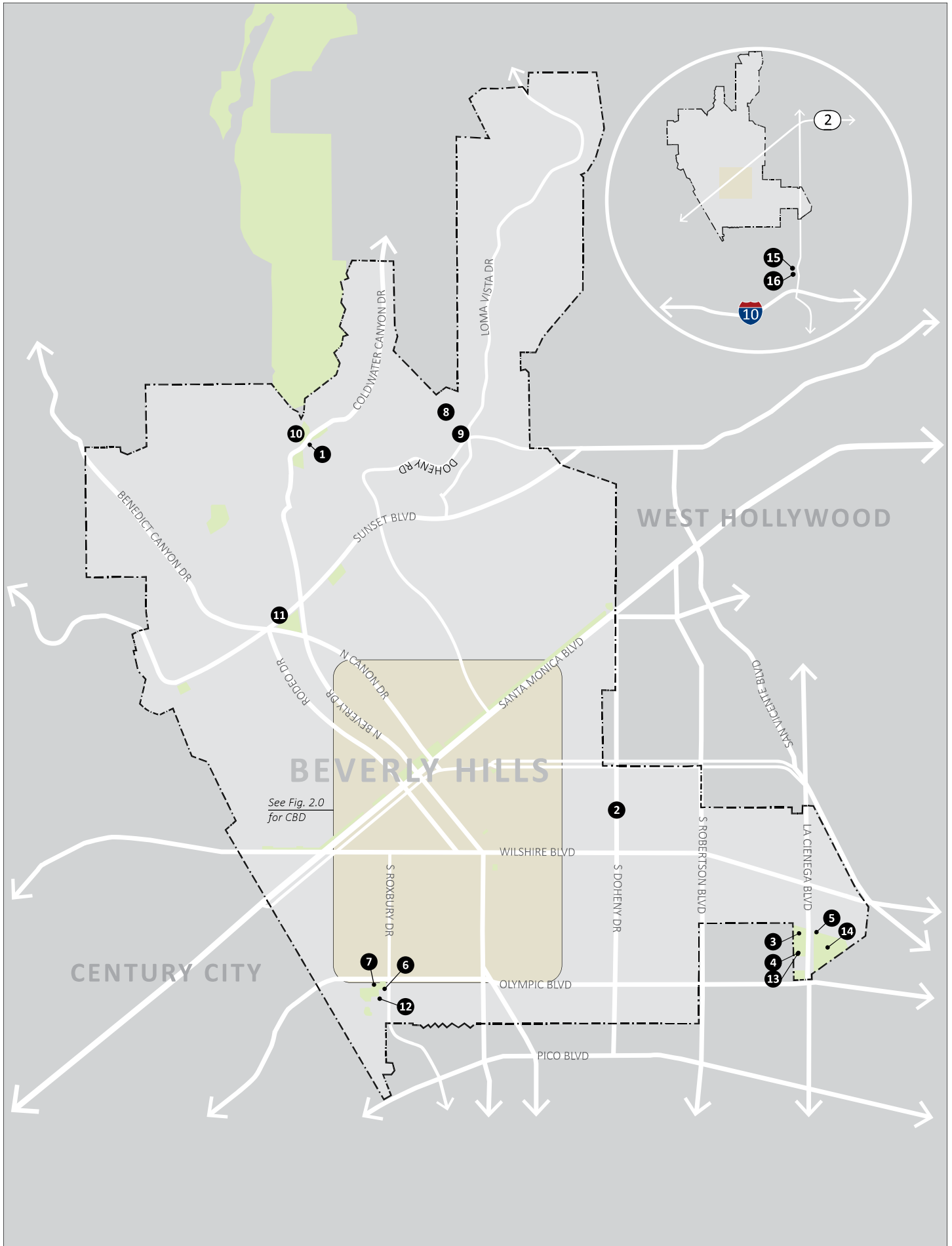
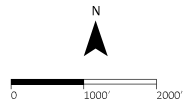


City Parks

	PARK	ADDRESS	ACRES
1	LA CIENEGA PARK	8400 GREGORY WAY	14.0
2	ROXBURY PARK	401 S ROXBURY	14.1
3	WILL ROGERS MEMORIAL PARK	9650 SUNSET BLVD	3.83
4	BEVERLY GARDENS PARK	22 BLOCKS NORTH OF SANTA MONICA BLVD	21.5
5	COLDWATER CANYON PARK	1100 N BEVERLY DR	5.69
6	BEVERLY HILLS COMMUNITY DOG PARK	344 N FOOTHILL RD	0.54
7	GREYSTONE MANSION & GARDENS	905 LOMA VISTA DR	18.35
8	ARNAZ PARK	151 N ARNAZ DR	0.16
9	REEVES PARK	125 S REEVES DR	0.47
10	BEVERLY CANON GARDENS	241 N CANON DR	0.78
11	CRESCENT MINI PARK	154 N CRESCENT DR	0.26
12	HAMEL MINI PARK	214 S HAMEL DR	0.17
13	MALTZ MINI PARK	9800 SUNSET BLVD	1.2
14	OAKHURST MINI PARK	120 S OAKHURST DR	0.16
15	REXFORD MINI PARK	362 N REXFORD DR	0.45



City Facilities



See Fig. 2.0
for CBD

CENTURY CITY

WEST HOLLYWOOD

BEVERLY HILLS

WILSHIRE BLVD

OLYMPIC BLVD

PICO BLVD

S ROXBURY DR

ROFED DR

N BEVERLY DR

N CANON DR

SANTA MONICA BLVD

SUNSET BLVD

DOHENY RD

COLD WATER CANYON DR

LOMA VISTA DR

BENEDICT CANYON DR

SAN VICENTE BLVD

S DOHENY DR

S ROBERTSON BLVD

LA CIENEGA BLVD

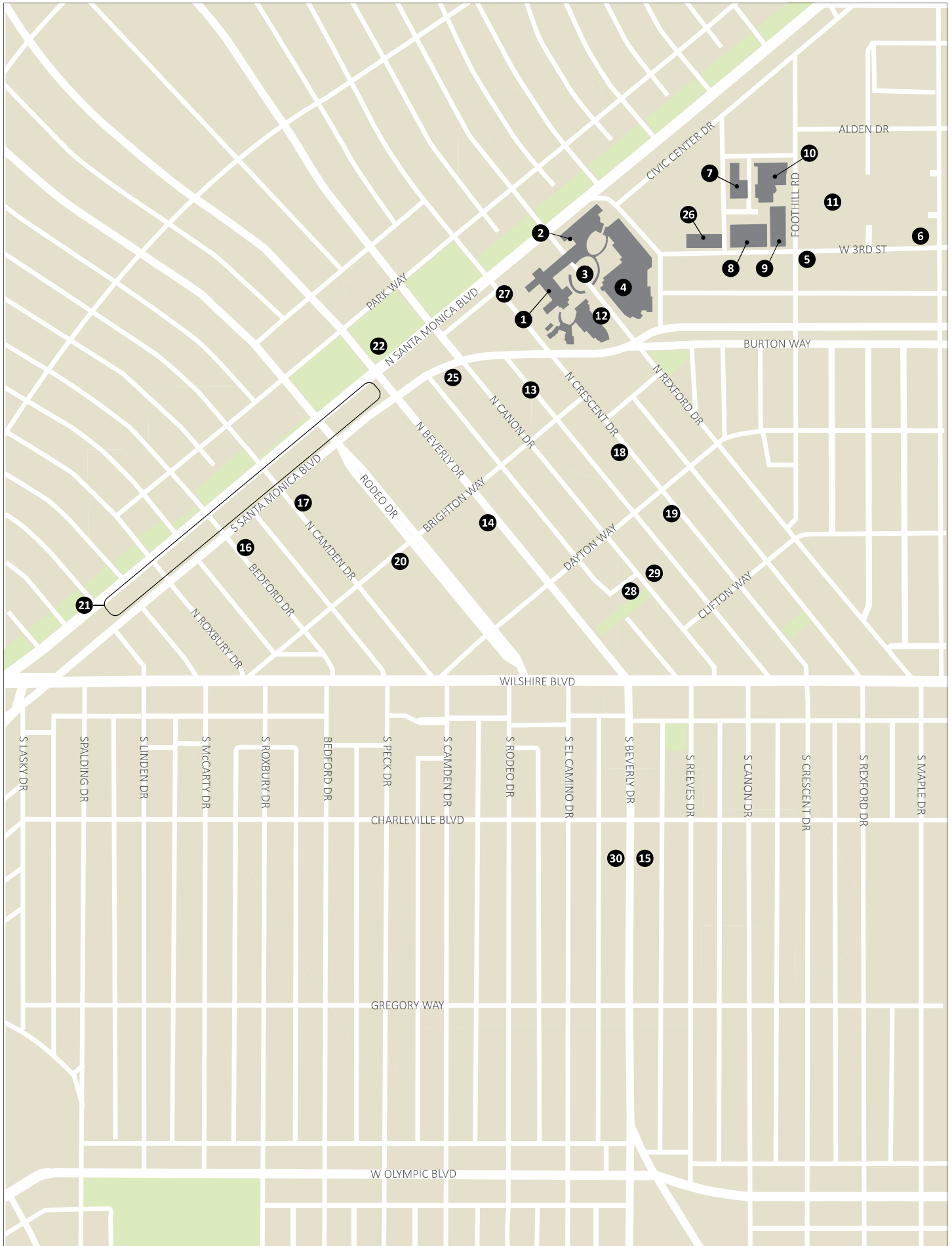
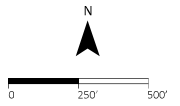


City Facilities

	FACILITY	ADDRESS	SF	YEAR
1	FIRE STATION #2	1100 COLDWATER CANYON	6,300	1982
2	FIRE STATION #3	181 S. DOHENY DR	14,000	
3	LA CIENEGA GARAGE	325 S LA CIENEGA BLVD	258,000	1990
4	LA CIENEGA TENNIS CENTER	325 S LA CIENEGA BLVD	11,400	1990
5	LA CIENEGA COMMUNITY CENTER	8400 GREGORY WAY	9,000	1980
6	ROXBURY PARK CLUBHOUSE	401 S ROXBURY DR	3,000	
7	ROXBURY COMMUNITY CENTER	471 S ROXBURY DR	20,000	2014
8	GREYSTONE MANSION	501 DOHENY RD	48,000	1928
9	GREYSTONE GATEHOUSE	905 LOMA VISTA	2,000	1928
10	COLDWATER PRESCHOOL	1100 COLDWATER CANYON	1,230	
11	WILL ROGERS PARK RESTROOM	9650 SUNSET BLVD	126	
12	ROXBURY PUBLIC RESTROOM	ROXBURY PARK	551	2014
13	LA CIENEGA PARK PUBLIC RESTROOM (WEST)	LA CIENEGA PARK		
14	LA CIENEGA PARK PUBLIC RESTROOM (EAST)	LA CIENEGA PARK		
15	COMMERCIAL PROPERTY (SEE INSET)	1941 S LA CIENEGA BLVD		
16	COMMERCIAL PROPERTY (SEE INSET)	1959 S LA CIENEGA BLVD		



City Facilities in the Business District





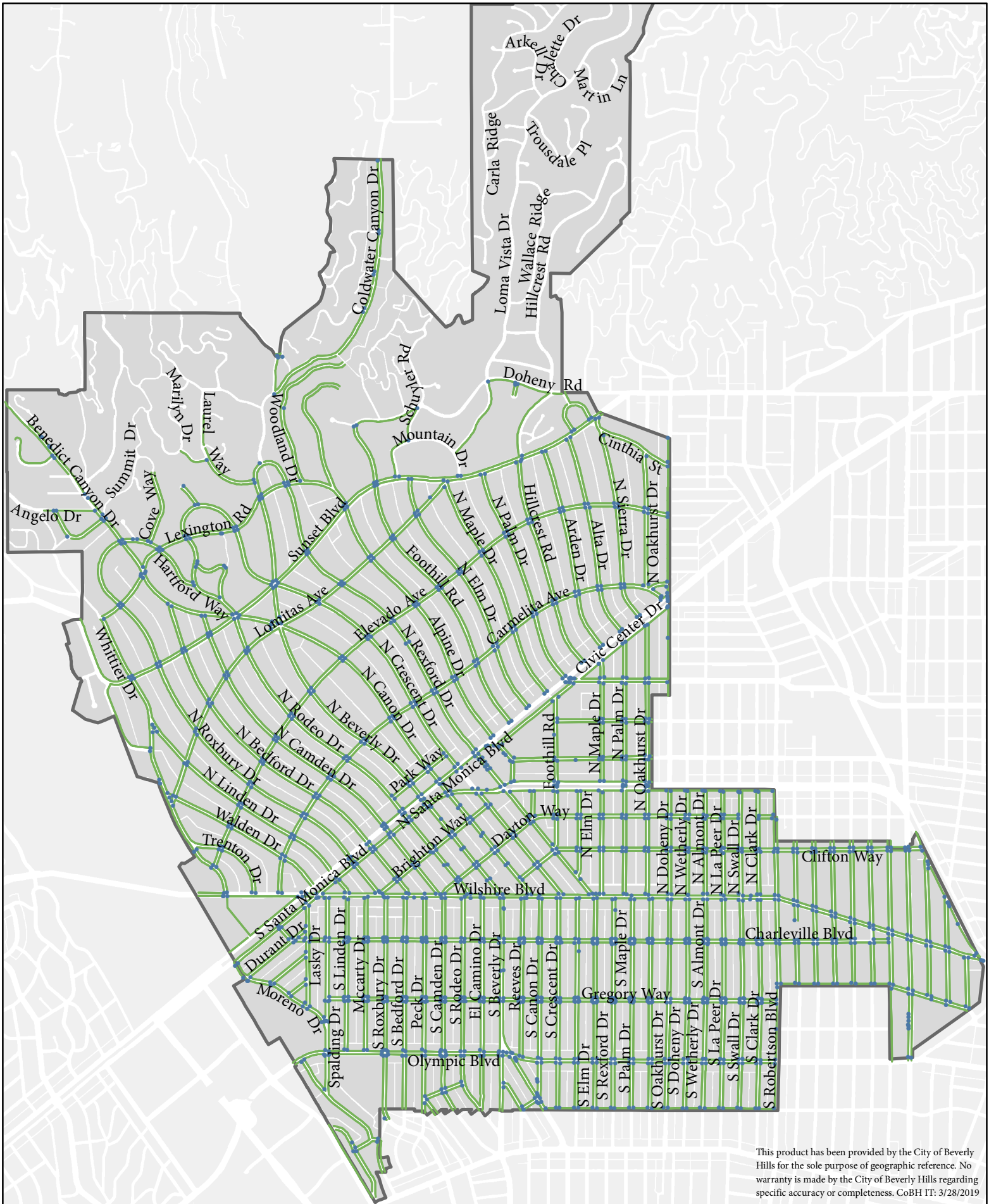
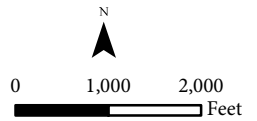
City Facilities in the Business District

	FACILITY	ADDRESS	SF	YEAR
1	CITY HALL	455 N REXFORD DR	68,000	1931
2	POLICE DEPT	464 N REXFORD DR	92,000	1990
3	CIVIC CENTER PARK	450 N REXFORD DR	216,400	1990
4	LIBRARY	444 N REXFORD DR	92,000	1990
5	CREDIT UNION	9298 W 3RD ST	2,000	
6	LAKESHORE	9268 W 3RD ST	19,500	
7	FLEET SERVICES	9355 W 3RD ST	16,000	2007
8	THIRD ST GARAGE	9333 W 3RD ST	187,000	2008
9	THIRD ST OFFICES	331 FOOTHILL RD	75,000	2008
10	PUBLIC WORKS FACILITY	345 FOOTHILL RD	35,000	2003
11	336 FOOTHILL RD	336 FOOTHILL RD	56,700	
12	FIRE HEADQUARTERES	445 N REXFORD DR	45,000	1986
13	BEVERLY/CANON	438 N BEVERLY/435 N CANON	250,000	2003
14	N BEVERLY DR PARKING	345 N BEVERLY DR	200,000	1996
15	S BEVERLY DR PARKING	216 S BEVERLY DR	90,500	
16	BEDFORD PARKING	464 N BEDFORD DR	205,000	
17	CAMDEN PARKING	440 N CAMDEN DR	154,000	
18	CRESCENT NORTH PARKING	333 N CRESCENT DR	247,900	
19	CRESCENT SOUTH PARKING	225 N CRESCENT DR	345,120	
20	RODEO PARKING	9510 BRIGHTON WAY	126,000	
21	SANTA MONICA 5'S PARKING STRUCTURES	485 N BEVERLY DR 485 RODEO DR 485 N CAMDEN DR 485 N BEDFORD DR 485 N ROXBURY DR	88,000	1989
22	BEVERLY GARDENS PARK RESTROOMS	1202 PARK WAY	778	2018
25	CHAMBERS OFFICE BLDG	9400 SANTA MONICA BLVD	15,000	2011
26	PUBLIC WORKS WAREHOUSE & SHOPS	9357 W 3RD ST	19,500	2013
27	CRESCENT GARAGE	450 N CRESCENT DR	260,000	2011
28	THE GARDENS BLDG	235 N CANON DR	25,000	2010
29	MONTAGE GARAGE	232 N CANON DR	10,000	2010
30	COMMERCIAL PROPERTY	239 S BEVERLY DR		



Sidewalks & Ramps

- Ramps
- Sidewalks



This product has been provided by the City of Beverly Hills for the sole purpose of geographic reference. No warranty is made by the City of Beverly Hills regarding specific accuracy or completeness. CoBH IT: 3/28/2019

APPENDIX B

Cost Sheet

<u>No.</u>	<u>Item Description</u>	<u>Type</u>	<u>Cost</u>	<u>Notes</u>
1	Self Evaluation Proposal	Self Evaluation		Develop and recommend a process including relevant forms to facilitate the Self Evaluation
2	Draft Barrier Assessment Surveys	Self Evaluation		Draft surveys and documents to assess accessibility barriers for all elements that are subject to the requirements of the ADA
3	Final Barrier Assessment Surveys	Self Evaluation		Final surveys and documents to assess accessibility barriers for all elements that are subject to the requirements of the ADA
4	Draft Access Compliance Assessment Reports	Self Evaluation		Draft reports that summarize the results of the barrier assessment surveys that cover all elements that are subject to the requirements of the ADA
5	Final Access Compliance Assessment Reports	Self Evaluation		Final reports that summarize the results of the barrier assessment surveys that cover all elements that are subject to the requirements of the ADA
6	Draft Self Evaluation Report	Self Evaluation		Based on the results of the Access Compliance Reports, develop the draft of the comprehensive Self Evaluation Report that will cover all elements that are subject to the requirements of the ADA
7	Final Self Evaluation Report	Self Evaluation		Final version of the comprehensive Self Evaluation Report that will cover all elements that are subject to the requirements of the ADA

<u>No.</u>	<u>Item Description</u>	<u>Type</u>	<u>Cost</u>	<u>Notes</u>
8	Public meeting agendas and minutes	Project Management		Consultant will contribute to the development of public meeting agendas and meeting minutes as needed
9	Draft "Self Evaluation Report and ADA Transition Plan"	Transition Plan		Draft the ADA Transition Plan based on the results of the Self Evaluation Report
10	Final "Self Evaluation Report and ADA Transition Plan"	Transition Plan		Final comprehensive ADA Transition Plan based on the results of the Self Evaluation Report
11	Attendance at a minimum of two City Council meetings	Project Management		Consultant will attend at least two City Council meetings to present the Self Evaluation Report and ADA Transition Plan for review and adoption.
12	Project meetings with City staff	Project Management		Consultant will periodically meet with City staff to give project updates and discuss the project as needed

APPENDIX C

Sample Agreement

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND <Insert name of Consultant> FOR AMERICANS WITH DISABILITIES ACT SELF-EVALUATION AND TRANSITION PLAN

THIS AGREEMENT is made by and between the CITY of Beverly Hills (hereinafter called "CITY"), and <Insert name of Consultant> (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONSULTANT must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance.

CONSULTANT shall commence its services under this Agreement upon the Commencement Date or upon a receipt of a written notice to proceed from CITY. CONSULTANT shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the CITY Manager or his designee.

The CITY Manager or his designee may extend the time of performance in writing for two (2) additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONSULTANT for the services and/or goods provides under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) Expenses

The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. CITY may from time to time require CONSULTANT to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONSULTANT said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Consultant. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent Consultant. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the CITY Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(4) A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force

and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CONSULTANT shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.

(d) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the CITY Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured.

(f) CONSULTANT shall provide CITY with thirty (30) days prior written notice if the policies required under this Agreement will be canceled or reduced. All of the policies required under this Agreement shall state that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(g) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(h) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

(i) The insurance coverage amounts required under the Agreement do not limit CITY's right to recover against CONSULTANT and its insurance carriers.

Section 12. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, CITY Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys' fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the

percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 2 years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 18. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 19. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the _____ day of _____, 20____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JOHN A. MIRISCH
Mayor of the City of Beverly Hills,
California

ATTEST:

_____(SEAL)
LOURDES SY-RODRIGUEZ
Assistant City Clerk

CONSULTANT:

NAME
Title

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

GEORGE CHAVEZ
City Manager

PAMELA MOTTICE MULLER
Director, Office of Emergency
Management, Resilience, and Recovery

SHARON L'HEUREUX DRESSEL
Risk Manager

EXHIBIT A
SCOPE OF WORK

CONSULTANT shall perform the following services:

Task 1 – Oversee Development and Execution of Self Evaluation Report and ADA Transition Plan

1. CONSULTANT shall develop a process, procedures, and forms needed to conduct the Self-Evaluation of the CITY's programs, activities, and services for ADA requirement compliance, including the compilation of the final Self Evaluation report.
 - a. Develop a master list of CITY programs, services, and activities; accessibility policies; disability customer service training; communication practices; available information on accessibility, etc.
 - b. Review appropriate CITY plans, reports, and programs as well as meet with CITY staff to gain insight into the CITY's facilities and programs in order to identify issues which may be discriminatory to people with disabilities. The review will also include CITY policy documents that affect the public. The review should evaluate the current level of program accessibility, including eligibility requirements, participation requirements, facilities used, transportation, communication, grievance procedures, and emergency procedures.
 - c. Administer Barrier Assessment Surveys to collect information on each program and activity. Surveys should encourage staff to provide details regarding forms and methods used to advertise program or department activities and services, profile of current participants, the types of equipment and materials used, testing and entrance requirements, amount of staff training, and list any specific modifications that are needed or have been provided in the past.
 - d. Based on Barrier Assessment Surveys and policy reviews, evaluate the effectiveness of existing ADA program services and provide recommendations where deficiencies are identified.
 - e. Summarize the data and findings in the "Self Evaluation and ADA Transition Plan," including Barrier Assessment Surveys and Access Compliance Assessment Reports for CITY buildings, parks, open spaces, and public rights-of-way as described in Task 2 and Task 3 below.
 - f. Meet with CITY staff at least three times, including a kick-off meeting, interim progress meeting, and completion meeting. This will be in addition to any required site visits and CITY staff meetings deemed necessary by the CONSULTANT for self-evaluation investigations and document research.

Task 2 - Conduct Comprehensive Facility Surveys and Barrier Assessments

1. Buildings

- a. Identify which CITY buildings are subject to the requirements of the ADA, and develop assessments, including but not limited to, path of travel and Barrier Assessment Surveys, listing each item. This includes CITY-owned parking garages and tenant occupied CITY-owned buildings, including but not limited to, common areas throughout such buildings.
- b. Conduct Barrier Assessment Surveys with field reviews of all public buildings in Beverly Hills that provide programs, services, or activities to the public, as appropriate. The Surveys will identify physical barriers in each facility that could

limit accessibility and compare each facilities to the State Title 24 Building Code and the Federal ADA Accessibility Guidelines (ADAAG).

- i. Based on the Barrier Assessment Surveys, develop Access Compliance Assessment Reports (ACARs) in order to support the comprehensive assessment process, which shall include:
 1. executive summary;
 2. as-build verifications as it relates to ADA access;
 3. barrier description and severity rating to measure relative impact to access;
 4. digital photograph(s) and documentation of each barrier;
 5. reference drawings/maps showing the specific location of the barrier;
 6. proposed solution(s) to eliminate the barrier; and
 7. individual detailed cost estimates for each solution.
- c. CONSULTANT shall review all ACARs and develop facility diagrams for each building showing interior and exterior areas to be included in the ADA Transition Plan as appropriate, and provide a comprehensive report. CONSULTANT shall summarize the ACARs and identify issues that may limit physical access to individuals with disabilities to public areas where program, services, or activities take place. Each section of the Self Evaluation Report shall include a feasible solution, cost estimate for eliminating each barrier and the priority level of the project.
- d. Refer to Appendix A for a CITY map that includes all CITY-owned buildings.

2. Parks and Open Spaces

- a. Identify which parks, trails, outdoor facilities, and open spaces are subject to the requirements of the ADA, and develop Barrier Assessment Surveys, listing each item.
- b. Conduct Barrier Assessment Surveys with field reviews of all parks, trails, outdoor facilities, and open spaces in Beverly Hills that provide programs, services, or activities to the public, as appropriate. The Surveys will identify physical barriers in each park, trail, outdoor facility, and open space that could limit accessibility as identified in the State Title 24 Building Code and the Federal ADA Accessibility Guidelines (ADAAG).
 - i. Based on the Barrier Assessment Surveys, develop Access Compliance Assessment Reports (ACARs) in order to support the comprehensive assessment process, which shall include:
 1. executive summary;
 2. as-build verifications as it relates to ADA access;
 3. barrier description and severity rating to measure relative impact to access;
 4. digital photograph(s) and documentation of each barrier;
 5. reference drawings/maps showing the specific location of the barrier;
 6. proposed solution(s) to eliminate the barrier; and
 7. individual detailed cost estimates for each solution.
- c. CONSULTANT shall review all ACARs and develop facility diagrams showing areas to be included in the ADA Transition Plan as appropriate, for each park, trail, outdoor facility, and open space. CONSULTANT shall summarize the ACARs and identify issues that may limit physical access to individuals with disabilities to public areas where program, services, or activities take place. Each Section of the Self Evaluation Report shall include a feasible solution, cost estimate for eliminating each barrier and the priority level of the project.
- d. Refer to Exhibit A for CITY maps identifying all parks and park facilities.

3. Public Rights-of-Way

- a. Identify which public rights-of-way, including but not limited to, crosswalks, pathways, sidewalks, and curb ramps, are subject to the requirements of the ADA, and develop Barrier Assessment Surveys, listing each item.
- b. Conduct Barrier Assessment Surveys with field reviews of all public rights-of-way in Beverly Hills, as appropriate. The Surveys will identify physical barriers in public rights-of-way that could limit accessibility and compare these areas to the draft Public Rights of Way Guideline (PROWAG) from the U.S. Access Board, the Federal Highway Administration's California Edition of the Manual on Uniform Traffic Control Devices (MUTCD), California Code of Regulations/Title 24, State Title 24 Building Code, and the Federal ADA Accessibility Guidelines (ADAAG).
 - i. Based on the Barrier Assessment Surveys, develop Access Compliance Assessment Reports (ACARs) in order to support the comprehensive assessment process, which shall include:
 1. executive summary;
 2. as-build verifications as it relates to ADA access;
 3. barrier description and severity rating to measure relative impact to access;
 4. digital photograph(s) of each barrier to access;
 5. reference drawings/maps showing the specific location of the barrier;
 6. proposed solution(s) to eliminate the barrier; and
 7. individual detailed cost estimates for each solution.
- c. CONSULTANT shall review all ACARs and develop facility diagrams showing all areas to be included in the ADA Transition Plan, as appropriate. CONSULTANT shall summarize the ACARs and identify issues that may limit physical access to individuals with disabilities to public rights-of way. Each section of the Self Evaluation Report shall include a feasible solution, cost estimate for eliminating each barrier and the priority level of the project.
- d. Refer to Appendix A for a CITY map of sidewalks and ramps.

4. CITY Programs and Services

- a. Identify which CITY programs and services including but not limited to, classes, workshops, meetings, and events, are subject to the requirements of the ADA, and develop Barrier Assessment Surveys, listing each item.
- b. Conduct Barrier Assessment Surveys with field reviews of all CITY programs and services, as appropriate. The Surveys will identify barriers in CITY programs and services that could limit accessibility.
 - i. Based on the Barrier Assessment Surveys, develop Access Compliance Assessment Reports (ACARs) in order to support the comprehensive assessment process, which shall include:
 1. executive summary;
 2. barrier description and severity rating to measure relative impact to access;
 3. reference drawings/maps showing the specific characteristics of the barrier;
 4. proposed solution(s) to eliminate the barrier; and
 5. individual detailed cost estimates for each solution.
- c. CONSULTANT shall review all ACARs and develop drawings/diagrams showing all programs and services to be included in the ADA Transition Plan, as appropriate. The CONSULTANT shall summarize the ACARs and identify issues that may limit physical or other access to individuals with disabilities to CITY Programs and Services. Each section of the Self Evaluation Report shall include shall include a feasible solution, cost estimate for eliminating each barrier and the priority level of the project.

5. CITY Communications and Webpages

- a. Identify which CITY communications and webpages including but not limited to, sign-up forms, registration forms, and website formatting, are subject to the requirements of the ADA and develop Barrier Assessment Surveys, listing each item.
- b. Conduct Barrier Assessment Surveys and review all CITY communications and webpages, as appropriate. The Surveys will identify barriers in CITY communications and webpages that could limit accessibility.
 - i. Based on the Barrier Assessment Surveys, develop Access Compliance Assessment Reports (ACARs) in order to support the comprehensive assessment process, which shall include:
 1. executive summary;
 2. barrier description and severity rating to measure relative impact to access;
 3. reference drawings/diagrams showing the specific characteristics of the barrier;
 4. proposed solution(s) to eliminate the barrier; and
 5. individual detailed cost estimates for each solution.
- c. The CONSULTANT shall review all ACARs and develop drawings/diagrams showing all communications and applicable webpages to be included in the ADA Transition Plan. The CONSULTANT shall summarize the ACARs and identify issues that may limit physical or other access to individuals with disabilities to CITY Communications and Webpages. The Self Evaluation Report shall include a feasible solution, cost estimate for eliminating each barrier and the priority level of the project.

Task 3 - Comprehensive ADA Self Evaluation and Transition Plan

1. Develop a comprehensive ADA Self-Evaluation and Transition Plan based upon the results of the barrier assessments, policy reviews, and CITY staff guidance. The ADA 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:
 - a. methodology for the self-evaluation of existing barriers to accessibility including how to remove them;
 - b. summary of findings of the self-evaluation of facilities, policies, programs, and practices;
 - c. recommendations of remedial measures to correct deficiencies and a methodology for the prioritization of barrier remediation;
 - d. cost estimates of remediation measures;
 - e. implementation schedule that includes milestones or measures of achievement for monitoring implementation;
 - f. procedures and forms for monitoring implementation;
 - g. procedures for periodically reviewing and updating the ADA Transition Plan;
 - h. procedures and forms for performing evaluations of additional barriers;
 - i. procedures and forms for filing Requests for Accommodation;
 - j. list of references and contact information for ADA and accessibility related resources; and
 - k. identification of the official(s) who will be responsible for implementation of the plan.
2. Present the draft ADA Transition Plan, and subsequently, the final proposed ADA Transition Plan and findings to CITY staff.
3. Finalize the ADA Transition Plan and present the finding to the CITY Council.
4. Provide six (6) bound copies of the final Self-Evaluation Report and ADA Transition Plan to the CITY.

- a. Provide editable electronic copies in both Microsoft Word and PDF formats. All data files and project maps and drawings associated with the Self-Evaluation Report and the ADA Transition Plan shall be delivered to the CITY and become the property of the CITY.
5. Both the Self-Evaluation Report and the ADA Transition Plan shall be completed within nine and twelve (9-12) months of the first meeting with CITY staff.

The deliverables to be completed by CONSULTANT shall include, but not be limited to, the following:

1. Self Evaluation process recommendations including proposed procedures and forms;
2. Draft Barrier Assessment Surveys for all CITY Buildings, Parks, Open Spaces, Public Rights-of-Way, Programs, Services, Communications, and Webpages subject to the requirements of the ADA, in hard-copy and electronic formats;
3. Final Barrier Assessment Surveys for all CITY Buildings, Parks, Open Spaces, Public Rights-of-Way, Programs, Services, Communications, and Webpages subject to the requirements of the ADA, in hard-copy and electronic formats;
4. Draft Access Compliance Assessment Reports for all CITY Buildings, Parks, Open Spaces, Public Rights-of-Way, Programs, Services, Communications, and Webpages subject to the requirements of the ADA, in hard-copy and electronic formats;
5. Final Access Compliance Assessment Reports for all CITY Buildings, Parks, Open Spaces, Public Rights-of-Way, Programs, Services, Communications, and Webpages subject to the requirements of the ADA, in hard-copy and electronic formats;
6. Draft Self Evaluation Report submitted in hard-copy and electronic formats;
7. Final Self Evaluation Report submitted in hard-copy and electronic formats;
8. Public meeting agendas and minutes, as appropriate;
9. Draft "Self Evaluation Report and ADA Transition Plan" submitted in hard-copy and electronic formats;
10. Final "Self Evaluation Report and ADA Transition Plan" submitted in hard-copy and electronic formats;
11. Consultant shall attend at least two CITY Council meetings, at the request of CITY staff, to present the "Self Evaluation Report and ADA Transition Plan" for review and adoption; and
12. Projects meetings with CITY staff as needed.

EXHIBIT B
SCHEDULE OF PAYMENT AND RATES

<RATES TO BE DETERMINED>

CONSULTANT shall submit an itemized statement to CITY for its services performed, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONSULTANT the undisputed amount of such billing within thirty (30) days of receipt of same.

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below :

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

- A.
- B.
- C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S COMPENSATION					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE : _____ BY : _____

 Authorized Insurance Representative
 TITLE : _____
 AGENCY : _____ Address : _____