

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated September 18, 2018 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and Disability Access Consultants, LLC, a California limited liability company, ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City issued Request for Proposals No. 1161-18, and Request for Proposal No.1162-18 on April 12, 2018, seeking proposals for the provision of ADA Transition Plan and Self Evaluation for Public Rights of Way and City Facilities. Contractor submitted a proposal dated May 15, 2018 in response to the RFP's.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Contractor as an independent contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Contractor's Services.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be Barbara Thorpe, President (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Services under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services in conformance with the project timeline, set forth in **Exhibit A**.

D. Standard of Performance. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Contractor 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.

H. Prevailing Wages. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in the California Labor Code. Therefore, as to those services that are “public works”, Contractor shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit C** hereto.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through December 31, 2019, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Contractor’s Services provided under this Agreement, City shall pay Contractor the total sum of **\$99,500.00** (the “Maximum Compensation”), as set forth in the Approved Fee Schedule attached hereto as **Exhibit B**.

B. Expenses. City shall only reimburse Contractor for those expenses expressly set forth in **Exhibit B**.

C. Additional Services. City shall not allow any claims for additional Services performed by Contractor, unless the City Council or City Representative, if applicable, and the Contractor Representative authorize the additional Services in writing prior to Contractor’s performance of the additional Services or incurrence of additional expenses. Any additional Services or expenses authorized by the City Council or City Representative shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the Parties. City shall

make payment for additional Services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to City for review and audit by City.

5. Independent Contractor. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

A. Contractor covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Contractor's permission. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

D. Contractor's covenants under this Section 6 shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar Services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section 7 into any subcontract that Contractor executes in connection with the performance of this Agreement.

8. Indemnification.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents

serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Contractor, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c)(2).

B. Other Indemnities.

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure

to promptly pay to City any reimbursement or indemnification arising under this subparagraph B.2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnities, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

C. Workers' Compensation Acts not Limiting. Contractor's obligations under this Section 8, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

D. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions in this Section 8 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, Claims, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. The indemnification in this Section 8 shall survive the expiration or termination of this Agreement

9. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$500,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section 9.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

4) Professional Liability Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section 9 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 9.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section 9 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section 9 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with

respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 9 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section 9 is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section 9 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 9, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 9. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 9.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against City relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

11. Records and Inspections. Contractor shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least five calendar days before the termination is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental

action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

14. Default.

A. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager or his designee determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Contractor with written notice of the default. Contractor shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices.

Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Contractor's and City's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:

Attn: Tim Birthisel
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California
90266
Telephone: (310) 802-5368
Email: tbirthisel@citymb.info
With a courtesy copy to:

Quinn M. Barrow, City Attorney
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5061
Email: qbarrow@citymb.info

If to Contractor:

Barbara Thorpe
Disability Access Consultants LLC
2243 Feather River Boulevard
Oroville, CA 95965
(800) 743-7067

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Contractor of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Contractor for anything done, furnished or relating to Contractor's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check.

However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Contractor, its employees, sub-contractors and agents.

21. Corrections. In addition to the above indemnification obligations, Contractor shall correct, at its expense, all errors in the work which may be disclosed during City's review of Contractor's report or plans. Should Contractor fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Contractor. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Contractor under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Contractor by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Contractor's services beyond the current fiscal year, the Agreement shall cover payment for Contractor's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. Exhibits. Exhibits A, B and C constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Contractor's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Business Days. “Business days” means days Manhattan Beach City Hall is open for business.

29. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Manhattan Beach.

30. Attorneys’ Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys’ fees, experts’ fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

31. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

By: _____
Name: Bruce Moe
Title: City Manager

ATTEST:

By: _____
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO CONTENT:

By: _____
Name: Steve Charelian
Title: Interim Finance Director

Contractor:

Disability Access Consultants, LLC
a California corporation

By: Barbara Thorpe
Name: BARBARA THORPE
Title: PRESIDENT

By: _____
Name: _____
Title: _____

PROOF OF AUTHORITY TO BIND CONTRACTING
PARTY REQUIRED

EXHIBIT A
SCOPE OF SERVICES



**Americans with Disabilities Act (ADA) Self-Evaluation
and Transition Plan for City Facilities and Public Rights-of-Way Proposal
for Services**

Prem Kumar, City Engineer
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

May 15, 2018

Disability Access Consultants
2243 Feather River Boulevard
Oroville, CA 95965



Transmittal Letter

May 15, 2018

To: Prem Kumar
City Engineer
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

Re: Request for Proposal for an Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan for City Facilities and the Public Right-of-Way

Firm Information: Disability Access Consultants (DAC)
Headquarters: 2243 Feather River Boulevard, Oroville, CA 95965
Additional Offices: Arizona, Illinois, Georgia, Florida
Project Contact: Project Manager: Barbara Thorpe, President
bthorpe@dac-corp.com
Phone: 1-800-743-7067, Fax: (530) 533-3001

We appreciate the opportunity to submit our statement of qualifications and proposal for providing consultant services to conduct an Americans with Disabilities Act (ADA) Self-evaluation and Transition Plan for the City of Manhattan Beach. Disability Access Consultants (DAC) has reviewed the RFP and expresses an interest and commitment to the project.

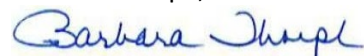
DAC has extensive experience in the evaluation of program, facility and public rights-of-way accessibility and provides a full continuum of Americans with Disabilities Act (ADA) and accessibility services for public entities, such as the City of Manhattan Beach. Founded as a California corporation in 1998, DAC has provided services for the past 20 years to assist public entities to comply and implement accessibility requirements in accordance with the ADA, Title 24 of the California Building Code, Section 504 and related federal, state and local disability-related nondiscrimination laws and regulations. DAC has conducted over 19,000 building inspections, surveyed thousands of parks and playgrounds, thousands of miles of public rights-of-way and performed hundreds of programmatic reviews and self-evaluations to study the accessibility of programs, services, activities, events and related areas. DAC has a team of 20 staff, including CASp certified inspectors, dedicated to assisting public entities, such as the City of Manhattan Beach, with ADA compliance. DAC has a comprehensive understanding of applicable standards, regulations and requirement under Title II of the ADA, California Building Code and related state accessibility standards.

DAC recently completed similar studies for numerous city and county governments. A more detailed list of over 100 similar projects completed by DAC is provided in our response. In addition, DAC has trained public entities to use DACTrak to inspect their own public rights-of-way for a significant cost savings.

To provide for easy management of the transition plan and documentation of compliance efforts, DAC has developed web-based software called DACTrak. DACTrak is a powerful tool to manage and update the transition plan, project costs and document progress. Custom reports can be printed in a variety of formats. The use of DACTrak provides a better quality finished product for easy and cost effective management of the ADA plan.

The proposal is signed by Barbara Thorpe who is authorized to obligate DAC contractually and negotiate with the City.

Barbara Thorpe, President



Qualifications and Experience of Project Manager

Barbara Thorpe, President of Disability Access Consultants (DAC) will be named as Project Manager. Barbara founded DAC as a California Corporation in 1998. In the past 20 years, DAC has provided services to assist public entities to comply and implement accessibility requirements in accordance with the ADA, Title 24 of the California Building Code, Section 504 and related federal, state and local disability-related nondiscrimination laws and regulation. DAC has extensive experience in the evaluation of program and facility accessibility and provides a full continuum of Americans with Disabilities Act (ADA) and accessibility services for public entities, such as the City of Manhattan Beach.

Prior to founding DAC, Barbara worked with a public entity for nineteen years as the ADA Coordinator, 504 Coordinator, Director of Planning and Compliance, she has extensive experience working with individuals with disabilities and organizations representing individuals with disabilities. In addition, she has collaborated with individuals with disabilities and organizations that represent individuals with disabilities in a facilitative manner that has benefited city governments during her work with other municipalities. Barbara and the DAC team members have demonstrated the ability to engage and interact with individuals and organizations to assist with the prioritization, long range planning and implementation of the ADA plan.

Barbara has assisted hundreds of public entities, such as City and County governments, park districts, school districts, colleges and universities to conduct and update ADA self-evaluation and transition plans. Barbara also provides consultation regarding access to programs, services and activities.

Barbara provides staff development and training courses for public entities, joint powers insurance groups, associations and businesses for both ADA coordinators and to management staff and front desk staff on their roles and responsibilities in providing services and accommodations to persons with disabilities.

Barbara has also served on the California Division of the State Architect State Advisory Board, served as the vice chairperson for the California Division of the State Architect Access Compliance Advisory Committee and served on the California Division of State Architect Education and Training Committee.

Barbara has held the position of DAC Project Manager for every one of the hundreds of ADA self-evaluation and transition plan projects that have been completed by DAC. Barbara has a profound knowledge of the details and tasks that need to be accomplished to provide services to the City in an efficient manner, and the method in which to provide those services with the least impact and burden on City staff.

Scope of Services

DAC understands that the City of Manhattan Beach is requesting a qualified firm to assist the City in updating its ADA Self-evaluation and Transition Plan for City facilities and the public right-of-way. DAC will provide at minimum, the following products and services.

- A. DAC will develop the procedures and forms needed to conduct a Self-Evaluation for facilities and the public right-of-way
- B. Facility Survey – DAC will conduct surveys with field reviews of all City Buildings, parking lots, parks and recreational facilities that provide programs, services, or activities to the public as listed in the RFP. The surveys will identify physical barriers and compare each facility to the State Title 24 Building Code and the Federal ADA Accessibility Guidelines (ADAAG) and the 2010 ADA codes.
- C. Facility Report and Diagrams – DAC will produce Facility Reports that includes facility diagrams or descriptions of locations for architectural barriers in public buildings and their exterior for use in the ADA Transition Plan. Each report shall detail each item found to be in noncompliance identified in a facility diagram, including digital photograph(s) of each barrier to access, and reference to code(s) defining the barriers to access.
- D. Survey of the public right-of-way (PROW) will include:

Sidewalks

- Width
- Cross Slope
- Running slope
- Changes in elevation greater than 1/4 inch and changes in elevation that are not beveled up to 1/2 inch
- Any obstructions in the sidewalk that obstruct or narrow the path of travel such as protruding objects and items that narrow the required width
- Street furniture
- GIS information
- Photographs



Signalized Intersections

- Crosswalks
- Pedestrian ramps-curb ramps; width, slope, side flares, grooved borders, truncated domes, alignment with the crosswalk
- Accessible pedestrian signals
- Traffic stop bars

DAC uses a comprehensive approach to inspecting public rights-of-way (PROW). To conduct an assessment of all the requirements in the PROW, DAC conducts manual measurements of the field conditions and enters the information into our DACTrak pc tablet in the field. DAC has found that the use of automated equipment for running slopes on sidewalks, such as ultra-light profilers, do not provide an actual measurement, but only provide a chart showing ranges. In some cases, if a change in level is greater than 1/2 inch, no actual quantifiable information is reported of how much greater the severity. In order to get the actual measurements for the sidewalks, the use of a “profiler” does not provide the measurements needed for items such as vertical clearance and street furniture.

DAC team members will conduct on-site inspections on our DACTrak pc tablets or slates and export the on-site field conditions for processing by our servers the same day of the inspection while located in the City of Manhattan Beach. Thus, the draft report is ready the same day or at the end of the inspection of the particular site. Cost estimates are then refined by Michael Boga, Inspection Team Leader, in collaboration with the City. If the City has utilized particular cost estimates for standard nonaccessible items or elements, then the City's costs can be entered into the DACTrak program. The on-site facility team leader conducts a quality assurance review and contacts the field inspector regarding any items in the report that may need further investigation. The on-site facility team leader completes any necessary edits and the final quality control editor is notified that the report is ready for the final edit. Disability Access Consultants (DAC) proposes the following services and activities to meet the objectives and the scope of services and principal responsibilities described in the City of Manhattan Beach Request for Proposals.



- E. DAC will review and evaluate current City policies, programs, and practices to identify issues which may be discriminatory to people with disabilities. The review will include City policy documents that affect the public. The review will evaluate the current level of program accessibility, including eligibility requirements, participation requirements, facilities used, staffing, transportation if provided by the program, communication, grievance procedures, emergency procedures, information and posting

required and recommended to be available on the City website, procedures and policies in place per regulations and requirements for the ADA coordinator.

- F. DAC will develop the comprehensive ADA Self-Evaluation and Transition Plan based upon the results of the barrier assessments, policy review and guidance from City staff. The Transition Plan will be provided to the City through the DACTrak Accessibility Management online software and 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:

- Summary of the findings of the self-evaluation of facilities, policies, programs, and practices
- Recommendations of remedial measures to correct deficiencies and a methodology for the prioritization of barrier remediation
- Cost estimates of remediation measures
- Tools to assign and customize an implementation schedule that includes milestones or measures of achievement for monitoring implementation

DAC will also provide the City of Manhattan Beach with an executive summary that will include:

- Methodology for the self-evaluation of existing barriers to accessibility
- Procedure for periodically reviewing and updating the Transition Plan

- G. Project Database – DAC will develop a database for the ADA Transition Plan using DACTrak Accessibility Management online software, or other compatible City-approved software if requested. DACTrak will allow City staff to monitor and update the transition plan as needed to develop and maintain a comprehensive ADA Transition Plan.

The database will correlate all components of the transition plan including but not limited to Compliance and Facility reports, Facility Diagrams, Transition Plans, reference drawings, standard drawings, and photographs. The database shall be the property of the City of Manhattan Beach when the ADA Transition Plan compilation is complete. If the City chooses not to use DACTrak to implement the City's transition plan, the database information will be provided to the City in a mutually agreed format.

- H. DAC staff can attend at least three meetings with City staff including but not limited to a kick-off meeting, interim progress meeting and a final completion meeting. DAC staff will also attend any required site visits and City staff meetings needed for self-evaluation investigations and document research. DAC can also attend and present the ADA Transition Plan to the City Council at a public evening meeting.
- I. DAC will lead a process for interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the public outreach activities of the self-evaluation process by submitting comments. The process may include online and hard copy surveys, workshops, or other outreach methods that will be suggested after consultation with the City.
- J. DAC will provide the City with access to the DACTrak Accessibility Management online software, which allows City users to generate, download and print reports in multiple styles and file formats. DAC can also provide the City with six (6) bound copies of the final ADA Self-Evaluation and Transition Plan executive summary as well as editable electronic copies in both Microsoft Word and pdf formats. Data files and project maps associated with the field investigations and facility evaluations will be made available to City staff through DACTrak. If requested, the information can also be provided to City staff in a mutually agreed format.
- K. DAC understands that the City seeks to have a final ADA Transition Plan completed within six (6) months from the issuance of a Notice to Proceed. Using the information provided in the RFP, DAC believes this requested timeframe of completion is reasonable.

Methodology and Work Plan

It is understood that the City of Manhattan Beach is requesting a firm with professional experience in accessibility compliance to assist City staff in the self-evaluation of City building, parks, parking lots, programs, services, and activities, as well as public right-of-way to develop an integrated transition plan, which includes monitoring and management tools, for keeping in compliance with the Americans with Disabilities Act (ADA), Title 24 of the CBC and other relevant laws and regulations.

DAC will conduct at minimum, the following activities to provide the requested services to the City of Manhattan Beach:

- 1) DAC will assist City staff in identifying all necessary documents and materials to conduct a self-evaluation and audit process. DAC will also meet with designated City staff to discuss project expectations, survey methodology and a schedule for project deliverables. This will be an opportunity for the City and DAC to review and clarify questions related to the project scope and familiarize themselves with important issues and availability of resources. DAC will serve in a project management capacity throughout the project with general direction from the City.
- 2) DAC will review and evaluate City policies, programs, facilities and activities to identify issues that may be discriminatory to persons with disabilities. Policy documents will include City policy documents that affect the public. The review will evaluate the current level of program accessibility, including but not limited to eligibility requirements, participation requirements, facilities used, accessible routes, communications and emergency procedures.
- 3) DAC will coordinate with City staff to produce facility descriptions of potential barriers in the City's buildings, parks and parking lots for use in planning and implementing the ADA transition plan. DAC will conduct field surveys of City buildings, parks and parking lots included in Appendix E the RFP, as amended by Addendum #1, and also as would be confirmed in the kick off meeting with the City.
- 4) DAC will upload the as-is condition data gathered in the field surveys to our DACTrak software for processing against all applicable State and Federal codes to produce a field survey report, which will be a detailed report that profiles the various deficiencies found in the facilities. Facility Reports will include location descriptions and photos of all potential barriers, and will be provided in the DACTrak web-based accessibility intake and management software that will be provided to the City at no cost for a period of two (2) years.
- 5) DAC will provide the City with a draft of the self-evaluation and transition plan which will include the following:
 - Review of findings from the Self-evaluation of programs, policies, public rights-of-way and activities
 - Identification of barriers and solutions for prioritization
 - Prioritizing suggestions for City services with staff input
 - Identification of cost estimates to remove barriers in accordance with ADA Standards and the California Building Code
 - Recommendations for policy updates or new policies
- 6) DAC will assist City staff to facilitate an opportunity for public input within the community. DAC will assist staff in reaching out to the appropriate community groups who provide services for persons with disabilities. DAC will also assist the City to provide opportunities for input by members of the public and City Administrators.
- 7) DAC will develop a first draft of the ADA transition plan based on prior research and data collection, the field survey reports, recommended priority levels typically associated with each type of barrier, and an estimated cost for removal of each barrier. DAC will review the draft document with the City, identify project priorities, and solicit feedback for refining the various components. DAC will incorporate any comments or changes made by the team into the draft Plan.
- 8) DAC will provide the City with actual online accessibility management software, not just an electronic database of items contained in the facility survey report. DAC has found that an electronic database does not provide the City with a tool containing integrated photographs needed to implement the plan, set priorities, make notes and print custom reports.

- DAC will provide the City with DACTrak, a web-based monitoring, tracking, and management system at project completion. DACTrak allows users to review and update progress in barrier removal, and to generate many different styles of reports to document progress. Reports may be exported into a PDF or an Excel workbook format.
 - DACTrak contains one or more integrated photographs that are attached to the finding, eliminating the need to reference another area or report supplement.
 - DACTrak allows users to generate electronic versions of transition plan reports in both PDF and Excel formats. Reports may be generated site-by-site, or in multiple facility reports that gives the user the capability to choose several sites to be included in one document.
 - All information collected to prepare the database files shall be the property of the City of Manhattan Beach and electronic files provided will be in a non-proprietary format
- 9) DAC will provide advisement to the City on prioritizing barrier removal to allow equal access to all City services including programmatic options that would provide compliant access to services.
- 10) DAC can present the ADA transition plan to the City Council at a public meeting if requested. It is not required however, nor is it recommended that the plan be approved by the City Council. The City can ask that the plan be approved by City Council with the understanding that the projected dates for barrier removal are only “estimates” and not hard dates. If the plan is approved by the City Council with confirmed dates and priorities set in the transition plan, the City may be questioned by the public who may not understand that the dates in the plan are not firm, but merely projections, and could inquire why work has not been completed by the initial projected date.

Detailed Scope of Work

In addition to activities listed the previous summary of methodology, activities will also include, but are not limited to the following:

1. Orientation/Project Meeting and Clarification of Project Scope, and Schedule

DAC will conduct an initial project kick-off meeting with selected City of Manhattan Beach staff to establish roles and lines of communication, refine project goals, review the overall project schedule, schedule surveys of City of Manhattan Beach facilities and public rights-of-way and identify key City of Manhattan Beach personnel related to the project scope. Initial self-evaluation activities will be completed during this step. More specific activities will include:

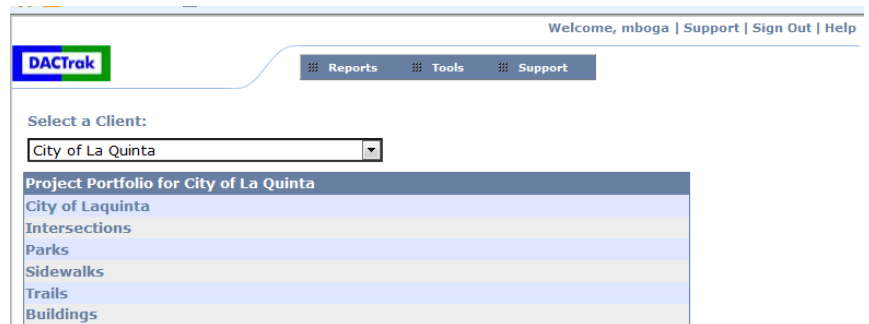
- ☐ Information that is needed will be clarified at the initial orientation meeting. The initial meeting will also clarify proposed activities and provide a collaborative framework to discuss project strategies. DAC has found that at least one orientation meeting is needed to prepare a strategic project work plan for a coordinated and seamless effort. The project methodology is generally designed to develop a comprehensive plan without placing additional activities and impact upon City of Manhattan Beach staff.
- ☐ Barbara Thorpe will be designated as the project manager and will also serve as policy and program analyst. She will be the DAC contact for the project and serve as the point of contact for the City of Manhattan Beach. The CASp designated team member that will coordinate the inspection team during the facility reviews will be Michael Boga. Michael will be directly involved in the project and field evaluations. Other roles and responsibilities of key team members are indicated in the organizational chart and in the description of the roles and responsibilities.
- ☐ Barbara will meet with the designated City of Manhattan Beach officials to discuss the project scope, deliverables currently needed by the City of Manhattan Beach, deliverables that may be needed by the City of Manhattan Beach in the near future, discuss projected schedules and timelines, discuss cost saving methods, and review alternatives for compliance by the City of Manhattan Beach. DAC has some optional cost saving measures for consideration by the City, which include use of the DACTrak tablet to complete inspections or a portion of the inspections. Use of the DACTrak tablet by staff has also proved to be a valuable training activity.
- ☐ Specific methodologies and data collection will be clarified. Timelines and benchmarks will be developed. Operational and procedural requirements will be reviewed, such as coordination of schedules, name tags,

project dates and other relevant information. DAC staff members wear DAC uniform shirts and have DAC identification badges.

- ❑ The initial orientation meeting should include an assessment of previous compliance activities and areas of current or potential litigation. The review of compliance activities and high priority areas will assist with the development of an overall project plan. The review and documentation of prior initiatives will also build a more defensible plan if the City is challenged by litigation.
- ❑ Project objectives will be clarified and elements that may be unique or of particular importance for the City of Manhattan Beach will be discussed. Items such as community input and staff needs will be confirmed.
- ❑ The self-evaluation to review policies, procedures, practices and contracts, agreements and documents will be initiated.

2. Self-Evaluation of all City Programs, Services, Activities, Events and Related Policies, Procedures and Practices

- ❑ DAC will review all City policies, memos of understanding, administrative regulations and other policy and procedural related documents to identify if any are discriminatory or potentially discriminatory for individuals with disabilities.
- ❑ DAC will make recommendations to the City for consideration regarding potential revisions to policies and practices.
- ❑ DAC will provide the City with methods to conduct a public input process. For example, DAC will present a variety of surveys in addition to notices and postings.



Based on the individual needs of the City and the current assessment of possible or current litigation, and individualized method will be recommended to the City. Other methods may include staff interviews.

- ❑ Recommendations will be made, as appropriate, regarding programmatic alternatives to physical barrier removal.

3. Survey Facilities-Access Compliance Assessment Reports and Software for Transition Plans

- ❑ DAC will survey the City of Manhattan Beach buildings, parks and parking lots as listed in the Exhibit E of RFP and confirmed at the kick off meeting.
- ❑ As required by the ADA, the 2010 ADA Standards will be compared with state codes (Title 24 of the California Building Code) and the standard that provides the greater level of accessibility utilized. As DAC collects as-is field conditions and records all information, data can be reprocessed if codes change without conducting a re-inspection, thus resulting in a significant savings when codes change and the plan needs to be updated. Items and areas in the DAC site surveys may include, but are not limited to the following:



- Parking
- Parking garages
- Curbs
- Curb ramps
- Entrances
- Passenger Loading Zones
- Crosswalks
- Paths of Travel
- Ramps
- Handrails
- Elevators
- Platform Lifts
- Stairs
- Doors
- Door hardware
- Telecommunications Devices (TDD/TTY)

- Signage-Permanent and Directional
- Visual & Audible Communications and Alarms
- Restrooms
- Drinking Fountains
- Common use areas
- Employee break areas
- Meeting and conference rooms
- Locker Rooms
- Stadiums
- Playgrounds and outdoor areas
- Areas of Rescue Assistance
- Sidewalks
- Intersections
- Transit stops
- Street Furniture
- Trails
- Recreational areas
- Outdoor Developed Areas

- Assessments and reports will include a high degree of detail with photographs, code references, and cost estimates. The DACTrak software and reports will include additional specifics, such as as-built dimensions, progress reports, additional prioritizations, preset reporting features and other custom reports. Reports will be delivered in the format requested, and reports will also be available using DACTrak. The inclusion

of photographs showing the as-is condition has proven to be valuable assistance to clients in the formulation of the decisions regarding barrier removal priorities. The DACTrak software provides an easy to use accessibility management platform that exceeds the ability to manage the plan by hard copies and binders. The assessment report of each facility will include cost estimates to correct deficiencies in accordance with the ADA and Title 24 of the California Building Code.

- Barriers are identified by location description and GIS coordinates, and given a unique identifier record number (UIN) to assist with navigation in the accessibility software and location of the finding and recommendation by area and site. Estimated applicable costs will be given by item and element in accordance with industry standards. Costs can be easily adjusted to adhere to any cost estimates the City of Manhattan Beach may utilize.
- Physical access problems that require structural solutions will be documented in the Compliance Assessment/Transition Plan. The proposed method for removal will be provided. The transition plan will identify physical barriers that may limit accessibility of the City of Manhattan Beach programs, services or activities for individuals with disabilities. The schedule for removal of barriers and appropriate timelines will be developed in consultation with the City of Manhattan Beach.
- Identified barriers and obstacles will be prioritized as discussed in the Scope of Work. Use of the DACTrak software will provide the City of Manhattan Beach with an additional tool to reprioritize items depending upon the unique and ongoing needs of the City of Manhattan Beach and public comments during the public input process.
- Detailed findings, inspection intake records and digital photos are recorded during the intake process. Findings are incorporated into the transition/barrier removal plans. Information collected during the survey process is preloaded by DAC into our DACTrak accessibility management software.



DAC team members will conduct on-site inspections on our DACTrak pc tablets or slates and export the on-site field conditions for processing by our servers the same day of the inspection while located in the City of Manhattan Beach. Thus, the draft report is ready the same day or at the end of the inspection of the particular site. Cost estimates are then refined by Michael Boga, Inspection Team Leader, in collaboration with the City. If the City has utilized particular cost estimates for standard nonaccessible items or elements, then the City's costs can be entered into the DACTrak program. The on-site facility team leader conducts a quality assurance review and contacts the field inspector regarding any items in the report that may need further investigation. The on-site facility team leader completes any necessary edits and the final quality control editor is notified that the report is ready for the final edit. Disability Access Consultants (DAC) proposes the following services and activities to meet the objectives and the scope of services and principal responsibilities described in the City of Manhattan Beach Request for Proposals.

4. Compliance Assessment/Transition Plan Reports and Implementation

- ☐ Following approval by the City, DAC will present the transition plan and findings by demonstrating the use of the DACTrak Accessibility Management software program and providing a training session. DACTrak will allow City users to prepare and print reports in both PDF and Excel format. The City will have use of the DACTrak software for a period of two years at no cost to update and manage their information and print progress reports and other custom report formats. Should the City want to continue to use DACTrak after two years, the annual licensing fee for years three and on would be \$2,000 per year.
- ☐ The draft plan shall describe the methods that will be used to make the facilities accessible and outline a strategy over time. It is recommended that the schedule and timelines be developed by the City of Manhattan Beach in collaboration with DAC. It is not recommended that DAC unilaterally place dates in the plan that the City of Manhattan Beach may not approve, and DAC would not want to inadvertently commit the City of Manhattan Beach to dates that may be unrealistic or inappropriate. The projected schedule for barrier removal is required by the ADA for the development and implementation of the required transition plan. It is anticipated that the City would opt for a phased implementation plan with a timeline of a minimum of five years.
- ☐ Cost estimates will be provided when available for the specific item or element and can easily be adjusted in the DACTrak software to utilize any specific costs adopted by the City of Manhattan Beach.



Project Management

Barbara Thorpe will be named Project Manager for the coordination and fulfillment of the services to the City of Manhattan Beach. Barbara will be assisted by our CASp certified Senior Director of Accessibility Services, Michael Boga for coordination of the survey team. As all key staff who will be assigned to help manage the project and perform services for the City of Manhattan Beach have worked together at DAC for at least ten years, our staff is very familiar with the organization of tasks necessary to provide self-evaluation and transition plan services in a proficient and capable manner.

Prior to the kick off meeting with the City of Manhattan Beach, DAC reviews all available documents in advance to prepare for a comprehensive meeting. An agenda for the meeting, sites and topics to discuss and questions are sent in advance to allow the City time to obtain information in response when possible. Following the kick off meeting with the Project Manager and other appropriate staff, the contact for the day to day scheduling and coordination is turned over to the Director of Operations, who will work with City staff as needed to facilitate the surveys. The Director of Operations also works closely with the Senior Director of Accessibility Services and Director of Accessibility Services to manage the logistics and field staff assignments.

To ensure quality data recording in the field, our DACTrak software plays a vital role. The software itself is a quality control tool as it is designed to guide and prompt the field surveyors to collect all the necessary information for a comprehensive survey, and requires the surveyor to attach photos of the element directly to the measurement information. The software prevents the surveyor from advancing to the next form until all required areas and fields are completed. The as-is condition information is then sent directly to our servers for processing each day, allowing our Quality Control team immediate access to the data for review.

Prior to the reports being made available to the City, the information gathered in the field is reviewed in our multi-step quality control process.

Statement of Qualifications and Background

DAC has extensive experience in the evaluation of program and facility accessibility and provides a full continuum of Americans with Disabilities Act (ADA) and accessibility services for public entities, such as the City of Manhattan Beach. Founded as a California corporation in 1998, DAC has provided services for the past 20 years to assist public entities to comply and implement accessibility requirements in accordance with the ADA, Title 24 of the California Building Code, Section 504 and related federal, state and local disability-related nondiscrimination laws and regulation. DAC has conducted over 19,000 building inspections, surveyed thousands of parks and playgrounds and performed hundreds of programmatic reviews and self-evaluations to study the accessibility of programs, services, activities, events and related areas. DAC has surveyed over 3,000 miles of public rights-of-way.

DAC staff includes certified playground safety inspectors to provide a value added service if requested by the City. DAC has a team of 20 staff, including CASp certified inspectors, dedicated to assisting public entities, such as the City of Manhattan Beach, with ADA compliance. DAC has a comprehensive understanding of applicable standards, regulations and requirements under Title II of the ADA, California Building Code and related state accessibility standards.

Disability Access Consultants is headquartered in Oroville California, but also operates offices in Arizona, Illinois, Georgia and Florida to serve our customers nationwide.

Our firm stands out in the public entity arena due to proven performance in a wide range of services, from programmatic and policy reviews, facility inspections, transition plans, consultation, plan reviews and expert witness services. We excel at providing a comprehensive assessment of our clients' current status by preparing a study of all areas related to accessibility in different departments to document ongoing compliance.

Our DAC accessibility management software, DACTrak, provides our clients with a powerful management tool to document compliance, project costs, print custom reports and record progress. DACTrak is not an excel spreadsheet, but actual software that has been developed by our company to assist with the implementation and documentation of the City's ADA plan and provides photographs of as-is site conditions, which has proved to be valuable documentation. Findings and recommendations, in addition to other data are preloaded into the DACTrak software. As DAC owns and licenses the DACTrak software, we can make custom modifications for our clients.



Over the 20 years of serving our clients, DAC has demonstrated financial stability, staff stability and has a no claims insurance record.

Professional Services Provided by DAC

DAC provides a full continuum of professional services that include, but are not limited to:

- Facility inspections
- Self-evaluations for ADA and Section 504 of the Rehabilitation act
- Policy review and development
- Transition plans
- Public rights-of-way surveys
- Consultation

- Accessibility compliance intake and management software – DACTrak
- DACTrak training to conduct your own inspections
- Expert witness services
- Plan reviews
- ADA Plan implementation assistance and consultation
- Outdoor developed and recreational areas (pools, parks, trails, camping areas)
- NPSI playground safety inspections
- ADA playground inspections

DAC utilizes the appropriate standard(s) for the inspection that may include, but is not limited to:

- ADA 2010 Standards
- California Building Code
- ADA-ABA
- UFAS
- ANSI
- Section 504 of the Rehabilitation Act
- Outdoor developed and recreational standards
- National Playground Safety Institute (NPSI) standards
- PROWAG – Federal Public Rights-of-way Guidelines
- Federal Highway Administration’s Manual on Uniform Traffic Control Devices (MUTCD)

DAC has a team of twenty staff, including CAsP certified inspectors, dedicated to assisting public entities, such as the City of Manhattan Beach, with ADA compliance. DAC has a comprehensive understanding of applicable standards, regulations and requirement under Title II of the ADA, California Building Code and related state accessibility standards.

DAC has a reputation to being responsive to the client’s needs, providing on-time project completion within budgets. DAC has a proven track record for comprehensive experience in conducting ADA self-evaluations and transition plans, implementation and related services.

The DAC team members proposed for the City of Manhattan Beach project have worked together on numerous similar projects. Recent and current public entity projects are contained in the following list, many of whom are also in the CSAC Excess Insurance Authority with the City of Manhattan Beach.

- | | |
|--------------------------|--------------------------------|
| • City of Agoura Hills | • City of Fountain Valley |
| • City of Bakersfield | • City of Fremont |
| • City of Banning | • City of Glendale |
| • City of Barstow | • City of Grass Valley |
| • City of Benicia | • City of Goleta |
| • City of Bishop | • City of Hemet |
| • City of Carlsbad | • City of Huntington Beach |
| • City of Carpinteria | • City of Indian Wells |
| • City of Cathedral City | • City of Indio |
| • City of Claremont | • City of King City |
| • City of Clovis | • City of La Canada Flintridge |
| • City of Cudahy | • City of La Mesa |
| • City of Cypress | • City of La Mirada |
| • City of Del Mar | • City of La Palma |
| • City of Downey | • City of La Puente |
| • City of Duarte | • City of La Quinta |
| • City of East Palo Alto | • City of Laguna Niguel |
| • City of Elk Grove | • City of Laguna Woods |
| • City of Forest Grove | • City of Lakeland |

- City of Lakewood
- City of Lemon Grove
- City of Lincoln City
- City of Loma Linda
- City of Lomita
- City of Los Alamitos
- City of Manteca
- City of Menifee
- City of Michigan City
- City of Modesto
- City of Monterey Park
- City of Moorpark
- City of Moreno Valley
- City of Morro Bay
- City of Newport Beach
- City of Norwalk
- City of Oakdale
- City of Oroville
- City of Palm Desert
- City of Palm Springs
- City of Palos Verdes Estates
- City of Paso Robles
- City of Paramount
- City of Pismo Beach
- City of Poway
- City of Red Bluff
- City of Redondo Beach
- City of Rolling Hills
- City of Rolling Hills Estates
- City of San Clemente
- City of San Dimas
- City of San Gabriel
- City of San Jose
- City of San Juan Capistrano
- City of San Luis Obispo
- City of Santa Monica
- City of Santa Fe Springs
- City of Seaside
- City of Shafter
- City of South El Monte
- City of Tustin
- City of Vallejo
- City of Victorville
- City of Wasco
- City of Waterford
- City of West Sacramento
- City of Willows
- Town of Paradise
- Village of Niles
- Butte County Association of Governments
- County of Butte
- County of Calaveras
- County of Glenn
- County of Inyo
- County of Kern
- County of Marin
- County of Okaloosa
- County of Placer
- County of Riverside
- County of San Luis Obispo
- County of San Mateo
- County of Santa Clara
- County of Shasta
- County of Solano
- County of Tehama
- Cordova Recreation and Parks District
- Desert Recreation District
- Fair Oaks Recreation and Park District
- Orangevale Recreation and Park District

DAC has been assisting several Joint Power Authorities throughout the State of California since 2000 and currently provides updates, consultation, plan reviews and expert witness services. DAC has worked with public entities of all sizes, from one site to 506 sites.

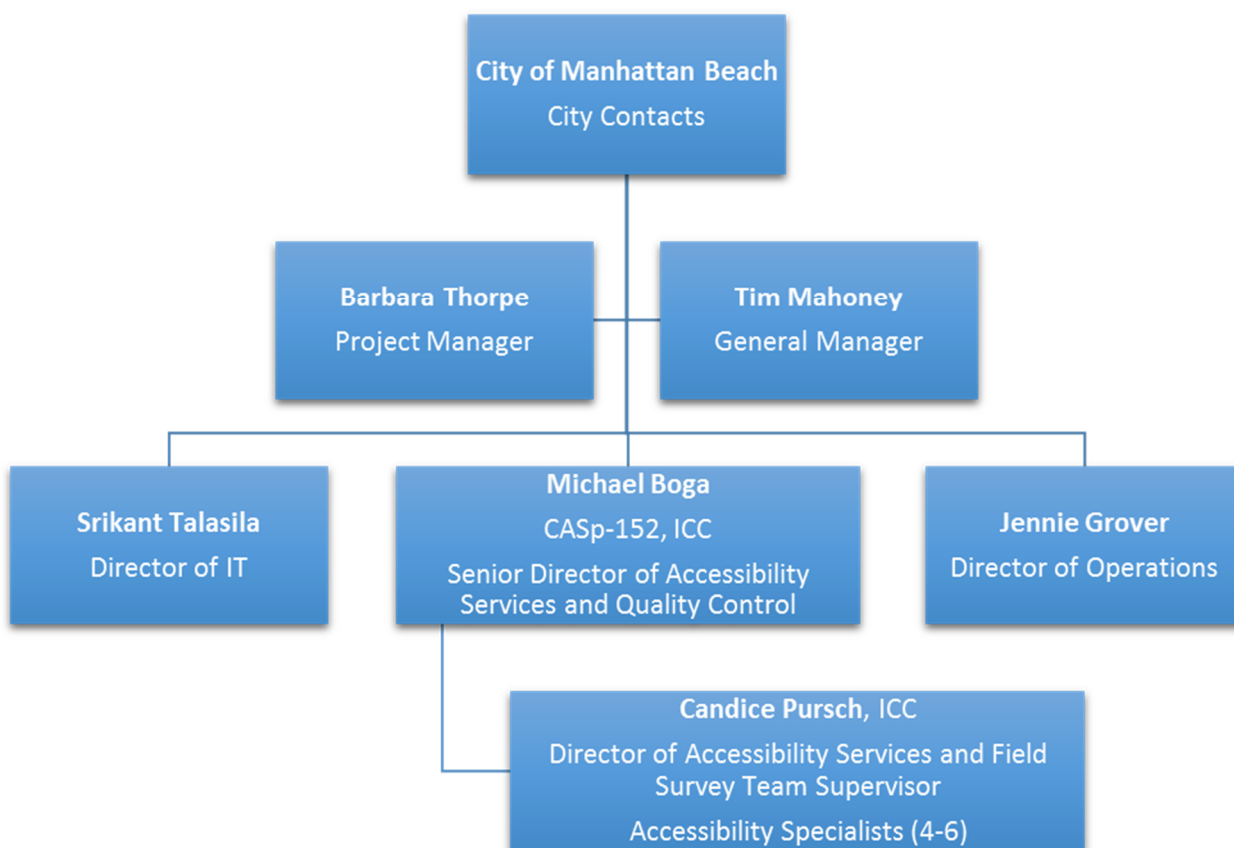
Other public entities for which DAC has provided similar services include Fair Oaks Recreation and Park District, Padre Dam Water District, Hayward Parks and Recreation, 15 California Fairs, 160 California public school districts, and several large Joint Power Authorities and insurance carriers for groups of public entities.

Members of the DAC team have also served as expert witnesses to assist public entities to defend their current practices and ADA plan. DAC has only served on the side to assist public entities to defend their practices and plan and has never assisted with litigation against a public entity. Our mission statement and philosophy embrace the enhancement and assistance to our clients to build an ADA accessibility plan while documenting previous and current compliance methods.

Project Team

DAC has experienced team members who have worked with public entities for successful and on time completion of numerous projects. Necessary staff members have ICC, NPSI, and CASp certification. A CASp

certified Team Leader will be involved with the project and field evaluations. The project team is organized to provide a representation of skills needed to accomplish the project objectives. In addition, teams that have worked together previously will be assigned to the City of Manhattan Beach project. Following are descriptions of key team members' qualifications and their assigned roles. DAC does not use subcontractors.



Barbara Thorpe, M.Ed., LOT

DAC Project Manager

As DAC Project Manager, Barbara will coordinate activities and schedules and report to the City's Project Manager or designee. Barbara will serve in the leadership role regarding the ADA Self-evaluation of programs, services, activities and events along with the review of policies and procedures. Barbara brings twenty years of experience in public administration and providing services to individuals with disabilities to Disability Access Consultants. As an administrator in a public entity, Barbara provides unparalleled understanding of the application of the Americans with Disabilities Act and related legislation. In addition to assisting public entities with compliance with the ADA, Barbara has conducted compliance reviews for the Department of the Interior to audit for compliance with the ADA, Section 504 of the Rehabilitation Act and related civil rights laws and regulations. Barbara has served as an expert witness for the Department of Justice, Office of the Attorney General. Additionally, Barbara is a licensed occupational therapist. Barbara serves on the Division of State Architect Advisory Board and serves as the vice-chair for the DSA Access Compliance Committee. Barbara has worked on over 300 public entity projects that are similar to the City of Manhattan Beach.

Michael Boga, B.A. Education, California Certified Access Specialist, ICC Accessibility, Usability and Plans Examiner

DAC Senior Director of Accessibility Services and Head of Quality Control

As manager of the production and the inspection team, Michael brings a unique blend of experience in the building industry along with his understanding of individuals with disabilities to the accessibility team. Michael is a certified accessibility specialist through the International Conference of Building Officials (ICC), certified in Accessibility, Usability and Plans examination and is a California certified CASp inspector (# 152). Michael has

completed the updated DSA courses regarding the 2010 California Building Code. Michael has provided numerous staff development sessions to public entities regarding accessibility requirements. If requested, Michael would provide training, assist with plan reviews and review new work completed for compliance, as requested. Michael has worked on over 300 projects that are similar to the City of Manhattan Beach.



Candice Pursch, A.S. Building Inspection Technology, ICC Accessibility, Usability and Plans Examiner, Accessibility Trainer

Director of Accessibility Services and Field Inspection Team Supervisor

Candice's 13 years of experience with DAC includes accessibility surveys of thousands of public facilities while employed by DAC as an accessibility specialist. Her educational background includes a degree in Building Inspection Technology from Butte College and coursework in Architectural Project Management at California State University with emphasis on construction plans and specifications, construction materials and systems, building codes, construction graphics and architectural design. Candice has completed the updated DSA courses regarding the 2013 California Building Code that include 2013 CBC Amendments, Plan Review (Access 2013 CBC), Accessible Public Housing Regulations, Transient Lodging, Housing and Social Service Enter Establishments. Candice also has International Code Council (ICC) Certification for Accessibility, Usability and Plans Examiner. Candice is a Certified Combination Building Inspector. As a volunteer for Habitat for Humanity, Candice volunteers to help build residential homes. Candice provides oversight of field inspectors and performs quality control checks.

Srikant Talasila

Director, Information Technology

Srikant has worked in the IT Department for DAC for the past 10 years. Additionally, Srikant brings many years of experience with information technology and management information services from a large corporation. He has the ability to categorize and organize large volumes of information regarding public and school facilities into a manageable database. He provides training and consultation to our clients in the use of DACTrak.

Jennie Grover

Director of Operations

Jennie has worked in Administration for DAC for the past 10 years. Jennie draws on her experience in technical writing to provide leadership and management of the production and technical writing team, organizing the completion of technical reports, as well as managing production schedules, staff and timelines.

Subconsultants

DAC does not use subcontractors or subconsultants, as DAC prefers team members that have direct accountability and training by DAC to provide a seamless project delivery and interaction with City staff.

Innovative Tools, Strategies and Best Practices

Based on experience and knowledge of the accessibility field and best practices, DAC continues to develop innovative methodologies, easy to use ADA management tools, and proven, successful strategies for evaluating programs, services, activities, events, facilities, parks and public rights-of-way. DACTrak was developed by DAC for the purpose of easy and useful importing and management of the accessibility data collected in the field. DACTrak is interactive web-based software and is not an enhanced excel spread sheet. The ability to collect, compile, analyze and use report data in a practical format was one of the driving forces to develop the DACTrak intake and management software.

Resource Allocation Matrix

The following matrix identifies the major tasks and activities that will be performed by the appropriate staff, as well as the hours anticipated for the tasks to be completed. All staff are direct employees of DAC, no subconsultants will be used. A combined resource allocation matrix is provided for facilities and the public right-of-way.

FACILITIES and PROW		
Team Member	Task or Activity	Total Hours
Project Manager	<ul style="list-style-type: none"> Kick-off meeting plus other required meetings (2-3) with City and other ADA Compliance and Advisory Teams Coordination of tasks and project updates for designated City staff Review of policies, procedures, programs and practices Assistance with ADA Coordinator requirements Coordination of public input process Consultation for transition plan implementation 	100
Director of Operations	<ul style="list-style-type: none"> Project coordination and survey schedules Collaborate with City for scheduling and access provide project updates review of website, grievance procedures and postings Assistance with DACTrak navigation and reporting 	80
Assistant Project Manager (CASp) and Quality Control	<ul style="list-style-type: none"> Certified Accessibility Specialist (CASp) Quality Control Meetings with City and other ADA Compliance and Advisory Teams Quality Control Review of PROW inspections Overall coordination of survey team 	55

FACILITIES and PROW		
Team Member	Task or Activity	Total Hours
Lead Inspector	<ul style="list-style-type: none"> In-field supervision of survey teams and inspections of buildings, parks and parking lots 	80
Accessibility Specialist	<ul style="list-style-type: none"> Inspections of buildings, parks and parking lots 	660
Information Specialist	<ul style="list-style-type: none"> Prepare and deliver software Custom reports and project database DACTrak Training 	30
Clerical and Administrative	<ul style="list-style-type: none"> Report production, printing and mailing Travel and lodging logistics General Administration 	80

Project Schedule

Based on experience with similar projects, it is estimated that the project completion time will be approximately 24 weeks. Please note that some tasks in the following schedule will overlap and run concurrently. The column specified “weeks” is the week or timeframe that the activity or task is expected to occur, not the “number” of weeks.

Scope of Service –Activity or Task	Weeks
DAC Team Meeting with City of Manhattan Beach; kick-off meeting; survey methodologies, deliverables and schedule confirmation	1
Project Planning, Scheduling, Procedures Review	2-3
Begin Review of Policies and Procedures; analysis of existing plan	3
Inspections of buildings, parks and parking lots, public right-of-way	3-7
Field Inspection Data Compiled (compiled on a daily basis and available for review throughout the inspection process)	3-7
Initial discussion of public input process	4
Draft public input surveys in multiple formats prepared for City	4
City review of draft public input surveys	5-6
Public input window of opportunity advertised, surveys made available to public for response	7-16
Quality control reviews by CASp of PROW accessibility survey reports	7-15
First draft of self-evaluation executive summary of services, policies, programs and practices	14
Compilation of public input survey response	17
DACTrak software presented to City and logins created	16-17
Second draft of self-evaluation executive summary with public input survey results	17
Final draft deliverables presented to City	19
Deliverables completed and presentation to the City Council if requested	22
Note: training for City staff is estimated to be held during week 17, but may vary depending upon the City staff schedules	17

Facilities			
Team Member	Total Hours	Rate	Costs
Project Manager	60	120	7,200
Director of Operations	50	65	3,250
Assistant Project Manager (CASP) and Quality Control	35	100	3,500
Lead Inspector	80	95	7,600
Accessibility Specialist	330	75	24,750
Information Specialist	15	No charge	0
Clerical and Administrative	50	35	1,750
TOTAL cost before discount			\$48,050
Total cost after discount			\$41,500

Public Rights-of-Way			
Team Member	Total Hours	Rate	Costs
Project Manager	40	120	4,800
Director of Operations	30	65	1,950
Assistant Project Manager (CASP) and Quality Control	20	100	2,000
Lead Inspector	50	95	4,750
Accessibility Specialist	330	75	24,750
Information Specialist	15	No charge	0
Clerical and Administrative	30	35	1,050
Total cost for Public Right-of-Way			\$39,300
Total cost after discount			\$38,000

The total cost for both the Facilities and the public right-of-way ADA Self-evaluation and Transition Plan is \$79,500.

The fees included in the preceding chart are inclusive of all expenses, there will be no request for reimbursable expenses to provide the services proposed in response to this RFP. Staff training has been added at no cost.

Contract Exceptions

DAC has reviewed the sample professional services agreement included with the RFP and has no exceptions. DAC will be able to meet all requirements including insurance.

Project Samples

As request in the RFP, DAC has included examples of Transition Plans prepared for other public entities in an appendix to this response.

Fee Proposal

As requested in the RFP, DAC has included a total not-to-exceed cost for the entire contract, broken down by personnel hours and hourly rate. A fee proposal is provided for the ADA Self-evaluation and Transition Plan for facilities and the public right-of-way.

Background Checks and Fingerprinting

All employees of Disability Access Consultants have been fingerprinted and have background checks. DAC has FBI and DOJ fingerprint clearances on file for DAC staff. We have conducted studies for school districts, state and local governments, the Federal Government, Judicial Chambers and Correctional Institutions that require background checks.

Non-Collusion Affidavit

The undersigned declares states and certifies that:

1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Manhattan Beach or of anyone interested in the proposed contract.
5. All statements contained in the Proposal and related documents are true.
6. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. I have not entered into any arrangement or agreement with any City of Manhattan Beach public officer in connection with this proposal.
8. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.



Signature of Authorized Representative

Barbara Thorpe
Name of Authorized Representative

President
Title of Authorized Representative

Consultant's Acknowledgement of Compliance with Insurance Requirements for Agreement for Professional/Consultant Services

Consultant agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal and accepts all conditions and requirements as contained therein.

Consultant: Barbara Thorpe
Name (Please Print or Type)

By: Barbara Thorpe Consultant's Signature

Date: 5/15/2018

This executed form must be submitted with Scope of Work proposal.

CERTIFICATION OF PROPOSAL

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP) **NO. 1162-18 and 1161-18.**

1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.

2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.

3) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.

4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.

5) The proposal response includes all of the commentary, figures and data required by the Request for Proposal

6) The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer: Disability Access Consultants

By: Barbara Thorpe

(Authorized Signature)

Type Name: Barbara Thorpe

Title: President

Date: 5/15/2018

Sample DACTrak Screen Shots and Information

In addition to samples of transition plan reports, DAC is also providing these sample screen shots that are generated from the DACTrak Accessibility Management web-based software program. The following screen shots and report pages are recent examples of the DACTrak Management software prepared for several public entity clients. Additional report samples for the City of Downey follow.

Facility List	
Apollo Park	12544 Rives Avenue Downey, CA 90242
Barbara J Riley Community Center	7810 Quill Drive Downey, CA 90240
Brookshire Childrens Park	12520 Brookshire Avenue Downey, CA 90240
Chamber of Commerce	11131 Brookshire Avenue Downey, CA 90240
City Hall	11111 Brookshire Avenue Downey, CA 90240
Crawford Park	7000 Dinwiddie Street Downey, CA 90240
Dennis The Menace Park	9125 Arrington Avenue Downey, CA 90240
Discovery Sports Complex Park	12400 Columbia Way Downey, CA 90242
Downey Civic Theatre	8435 Firestone Boulevard Downey, CA 90240
Furman Park	10419 Rives Avenue Downey, CA 90241
Gary P. McCaughan Gymnasium	12544 Reves Avenue Downey, CA 90242

Upon logging in to the secure DACTrak website, you are able to choose the facility you would like to view and manage.

After choosing a facility, you are able to use Reports drop down menu to choose which report style to view. You may also choose to view multiple facilities in one report.

The Dual Photo and Basic Photo Reports may be exported to an Excel workbook for easy management of the transition plan data. The Excel workbook exports into a pre-formatted table with the filter function atop each data column. The report is a fully functioning Excel spreadsheet that may be sorted, filtered and manipulated by the user. The column for Picture identification numbers includes cells that are live links to the second tab of the workbook which contains report photos. Clicking the cell for a particular report finding will bring up the associated picture on the Photos tab.

The screenshot shows an Excel spreadsheet titled 'Science Building - Excel'. The table contains the following data:

Record Number	Picture	Category	Location	Sub Location	Description	Sub Description	Item
448	13216	Reach Ranges	1st Floor	Science 112 & Biology 1	Fume Hood - Fume Hood	Cannot be Operated with one hand	Element Highest Point of Operation
449	13216	Reach Ranges	1st Floor	Science 112 & Biology 1	Fume Hood - Fume Hood	Element Highest Point of Operation	Element Highest Point of Operation
450	21179	Reach Ranges	1st Floor	Science 113 Biology Laboratory	Fume Hood - Fume Hood	Cannot be Operated with one hand	Element Highest Point of Operation
451	21179	Reach Ranges	1st Floor	Science 113 Biology Laboratory	Fume Hood - Fume Hood	Cannot be Operated with one hand	Element Highest Point of Operation
452	19381	Reach Ranges	1st Floor	Science 114 Microbiology Laboratory	Fume Hood - Fume Hood	Cannot be Operated with one hand	Element Highest Point of Operation
453	19381	Reach Ranges	1st Floor	Science 114 Microbiology Laboratory	Fume Hood - Fume Hood	Cannot be Operated with one hand	Element Highest Point of Operation
454	19401	Reach Ranges	1st Floor	Science 115 Biotechnology Laboratory	Biological Safety Cabinet - Other	Cannot be Operated with one hand	Element Highest Point of Operation
455	19391	Reach Ranges	1st Floor	Science 115 Biotechnology Laboratory	Fume Hood - Fume Hood	Cannot be Operated with one hand	Element Highest Point of Operation
456	19391	Reach Ranges	1st Floor	Science 115 Biotechnology Laboratory	Fume Hood - Fume Hood	Cannot be Operated with one hand	Element Highest Point of Operation
457	19383	Reach Ranges	1st Floor	Science 116 Anatomy Laboratory	Fume Hood - Fume Hood	Cannot be Operated with one hand	Element Highest Point of Operation
458	19383	Reach Ranges	1st Floor	Science 116 Anatomy Laboratory	Fume Hood - Fume Hood	Cannot be Operated with one hand	Element Highest Point of Operation
459	19385	Reach Ranges	1st Floor	Science 119 Life Science Preparation	Fume Hood - Fume Hood	Cannot be Operated with one hand	Element Highest Point of Operation
460	19385	Reach Ranges	1st Floor	Science 119 Life Science Preparation	Fume Hood - Fume Hood	Cannot be Operated with one hand	Element Highest Point of Operation
461	21190	Reach Ranges	1st Floor	Science 119A Micro Preparation Room	Purifier Clean Bench - Other	Cannot be Operated with one hand	Element Highest Point of Operation
462	22625	Reach Ranges	1st Floor	Science 201 Math Laboratory	Computer Station - Computer Station	Cannot be Operated with one hand	Element Highest Point of Operation
463	22625	Reach Ranges	1st Floor	Science 201 Math Laboratory	Computer Station - Computer Station	Cannot be Operated with one hand	Element Highest Point of Operation

The 'Photos' tab shows a photo of a fume hood. The caption reads: '459 Reach Range, Element Highest Point of Operation : Element Highest Point of Operation - Currently 60.00 inches'.

The screenshot shows an Excel spreadsheet titled 'La Quinta Library'. The table contains the following data:

Record Number	Picture	Category	Location	Sub Location	Description	Sub Description
4	11757	Doors	Interior	Bookstore	Lever	
5	11750	Doors	Exterior	Chamber Of Commerce Entrance	Push Bar / D Handle	
6	11754	Doors	Exterior	Chamber Of Commerce	Push Bar / Lever	
7	11756	Doors	Interior	Door To Garden	Push Bar / D Handle	
8	11756	Doors	Interior	Door To Garden	Push Bar / D Handle	
9	11542	Doors	Interior	Hallway Conference Room Door	Push Bar / Lever	
10	11542	Doors	Interior	Hallway Conference Room Door	Push Bar / Lever	
11	11549	Doors	Interior	Mens Restroom Near North Entrance	Push / Pull	
12	11187	Doors	Exterior	North Entrance	Push Bar / D Handle	
13	11543	Doors	Interior	Room 110	Lever	
14	11543	Doors	Interior	Room 110	Lever	
15	11546	Doors	Interior	Storytime Room	Push Bar / D Handle	
16	11546	Doors	Interior	Storytime Room	Push Bar / D Handle	
17	11548	Doors	Interior	Womens Restroom Near North Entrance	Push / Pull	
18	11745	Doors	Interior	Young Adult Room	Lever	
19	11480	Restrooms	Interior	Mens Restroom Near North Entrance	Lavatory	
20	11480	Restrooms	Interior	Mens Restroom Near North Entrance	Lavatory	
21	11168	Restrooms	Exterior	Outside Mens Restroom	Lavatory	

The 'Photos' tab shows two photos of door hardware. The caption for the first photo reads: 'Door, Hardware : Door Opening Pressure - Currently 10.00 pounds'.

Reports Sort and Filter Panel

Users are able to customize the report that is generated by making selections in the drop down menus and choice fields.

Welcome, stalasila | [Support](#) | [Sign Out](#)

[Reports](#) [Tools](#) [Support](#)

Please select the filter criteria and click "Generate Report" to view the Report.

Clients: <input type="text" value="City of Palm Springs"/>	Projects: <input type="text" value="Sidewalks"/>		
Facilities: <input type="text" value="Arenas Drive"/>	Locations: <input type="text" value="All Locations"/>		
Categories: <input type="text" value="All Categories"/>	Priority: <div style="border: 1px solid #ccc; padding: 2px;">None 1 2 3</div>	Assignment: <div style="border: 1px solid #ccc; padding: 2px;">None Category 1 Category 2 Category 3</div>	
Key Word: <input type="text"/>			
Sort By: <div style="display: flex; gap: 10px;"> <input checked="" type="radio"/> Priority <input type="radio"/> Category <input type="radio"/> Location <input type="radio"/> Entity </div>			
Progress: <div style="border: 1px solid #ccc; padding: 2px;">All Not Started In Progress Completed</div>	Resolution: <div style="border: 1px solid #ccc; padding: 2px;">None Corrected Not Corrected Not Applicable</div>	<input type="button" value="Generate Report"/>	

☒ Include Costing Information in this Report

Single Facility PDF Report Options

DACTrak offers users many different styles of reports to view in a PDF file which can be exported from DACTrak and saved offline for viewing, printing or emailing.

Welcome, stalasila | [Support](#) | [Sign Out](#)

[Reports](#) [Tools](#) [Support](#)

Please select the filter criteria and click "Generate PDF" to download the Report.

Clients: <input type="text" value="City of Palm Springs"/>	Projects: <input type="text" value="Parking Lots"/>		
Facilities: <input type="text" value="Downtown Parking Structure"/>	Locations: <input type="text" value="All Locations"/>		
Categories: <input type="text" value="All Categories"/>	Priority: <div style="border: 1px solid #ccc; padding: 2px;">None 1 2 3</div>	Assignment: <div style="border: 1px solid #ccc; padding: 2px;">None Category 1 Category 2 Category 3</div>	
Key Word: <input type="text"/>			
Sort By: <div style="display: flex; gap: 10px;"> <input checked="" type="radio"/> Priority <input type="radio"/> Category <input type="radio"/> Location <input type="radio"/> Entity </div>			
Progress: <div style="border: 1px solid #ccc; padding: 2px;">All Not Started In Progress Completed</div>	Resolution: <div style="border: 1px solid #ccc; padding: 2px;">None Corrected Not Corrected Not Applicable</div>	<input type="button" value="Generate PDF"/>	

☒ Include Costing Information in this Report

Please select a type of report from the list below and click on Generate PDF :

- ☒ Text Report
- ☐ Basic Photo Report
- ☐ Dual Photo Report
- ☐ Photo Summary Report
- ☐ Summary Report
- ☐ Progress Report
- ☐ Total Unit Cost Report
- ☐ Corrected Items Report

Multi Facility PDF Report Options

In addition to viewing reports for individual facilities, DACTrak offers users the ability to view findings for multiple facilities combined in as single PDF. Users choose which facilities to include from the selection list and are further able to customize the generated report by selecting a Category or Priority setting.

Multi Facility PDF Report

Please select the filter criteria and click "Generate Report" to view the Report. Press and hold the "Ctrl" button to select multiple facilities.

Clients: City of Downey Projects: Facilities and Parks

Facilities: Apollo Park, Barbara J Riley Community Center, Brookshire Childrens Park, Chamber of Commerce, City Hall, Crawford Park

Categories: All Categories, Rooms, Accessible Showers, Adaptable Dwelling Units, Aisles, Areas of Rescue Assistance

Priority: 1, 2, 3

Assignment: None, Category 1, Category 2, Category 3

Resolution: None, Corrected, Not Corrected, Not Applicable

Key Word:

Cost Responsibility: All, Landlord, Tenant, Both

Progress: Not Started, In Progress, Completed

Projected Date From: To: Actual Date From: To:

File Type: ☒ Single ☐ Individual(Zip File)

☒ Include Costing Information in this Report

Please select a type of report from the list below and click on Generate PDF :

☒ Text Report

☐ Dual Photo Report

☐ Transition Plan Report

☐ Basic Photo Report(Available for Individual File Type only. Generation of the Zip File may take a few minutes depending on the number and size of the facilities selected.)

Single Facility Excel Report Options

DACTrak also contains options to export reports to an Excel format, which can be customized using the drop down menus and selection fields. The exported Excel report is a fully functioning workbook which can be further manipulated to suit the needs of the user.

Excel Report

Please select the filter criteria and click "Generate Excel" to download the Report.

Clients: City of Downey Projects: Facilities and Parks

Facilities: Apollo Park Locations: All Locations

Categories: All Categories, Rooms, Accessible Showers, Adaptable Dwelling Units

Priority: 1, 2, 3

Assignment: None, Category 1, Category 2, Category 3

Key Word:

Sort By: ☒ Priority ☐ Category ☐ Location ☐ Description

Progress: All, Not Started, In Progress, Completed

Resolution: None, Corrected, Not Corrected, Not Applicable

Cost Responsibility: All, Landlord, Tenant, Both

Projected Date From: To: Actual Date From: To:

☐ Include Photos in this Report

☒ Include Costing Information in this Report

Multi Facility Excel Report Options

Excel reports may also be generated to contain findings for more than one facility by using the Multi Facility Report option in DACTrak. This report is able to be customized using the drop down menus for Categories and Priority. If the user requires a small file size for storage or emailing, the option is available to exclude photos in the generated report.

Global Progress Editor

Many records are able to be managed and updated with identical information from one screen using the Global Progress Editor. Users choose the records to update and the information that they would like to apply to all chosen records. Once information is entered, the user needs only to click the "Submit" button once to update all chosen records.

Click the excel icon to export the document:

Record Number	Location	Element Description	Finding	On Site Finding	Deviation	Progress	Resolution	Priority	Projected Completion Date	Actual Completion Date	Cost Responsibility	Contractor	Designated Staff	Code Reference	Inspector Notes	Comments
330200	Interior	Hallway Door next to Restrooms - Mirror	The leading edge of the wall-mounted item is more than 4 inches from the wall. The item is greater than 27 inches, and less than 80 inches from the floor and protrudes into the primary path of travel.	11.00 inches	+7.00 inches	In Progress	None	1	6/30/2018					ADA 307, 307.2.CA 11B-307.2	No Comments	
330104	Exterior	Sidewalk from 2nd Street to the Main Entrance - Change In Level	There is a change in elevation greater than recommended value.	0.50 inches	+0.25 inches	In Progress	None	1	12/31/2018					ADA 303, 403.4, 303.2.CA 11B-303.CA 11B-403.4	No Comments	
330124	Exterior	Sidewalk from Brookshire Avenue to Patio Entrance - Change In Level	There is a change in elevation greater than recommended value.	0.75 inches	+0.50 inches	In Progress	None	1	12/31/2018					ADA 303, 403.4, 303.2.CA 11B-303.CA 11B-403.4	No Comments	
330175	Interior	Conference Room - Pull Side	There is not enough clear floor space provided at the pull side of the door.	54.00 inches	-6.00 inches	In Progress	None	2	12/31/2018					ADA 404, 404.2.4.CA 11B-404.2.4	Notes : Desk obstructs clear floor space length.	No Comments

Priority Manager

Priority Manager allows users to manage many records on one page, but individually update each record with unique information. Once all selections are made, the user clicks “Submit” to apply all updates.

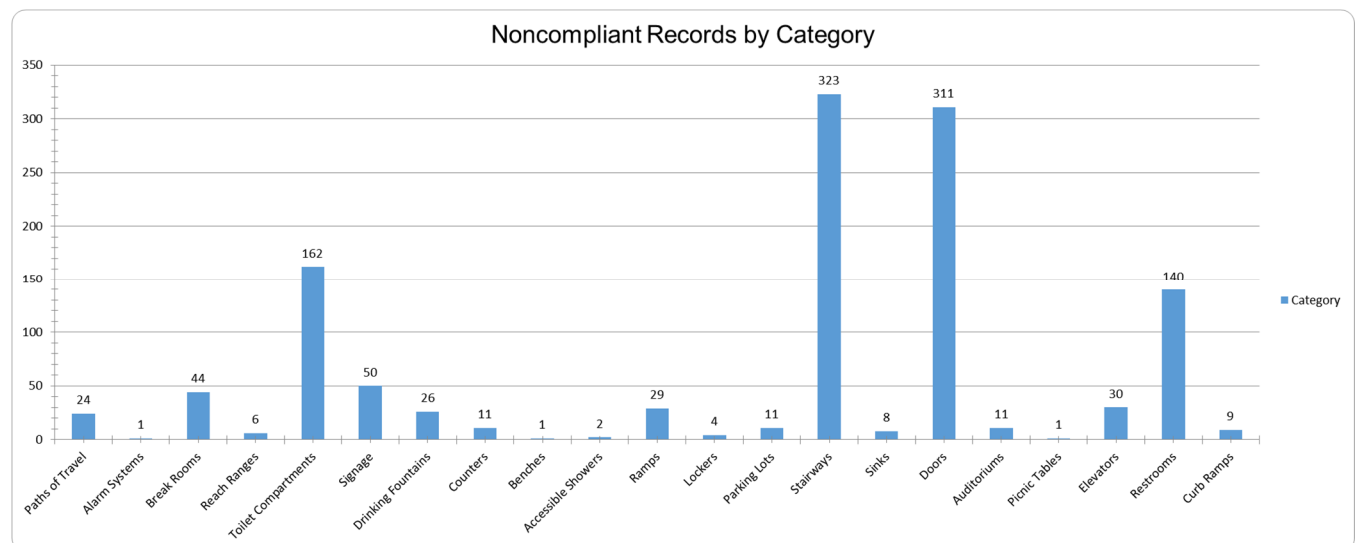
Clients: **City of Downey** Projects: **Facilities and Parks**
 Facilities: **Chamber of Commerce** Locations: **All Locations**
 Categories: **All Categories** Priority: **None** Assignment: **None**
 Rooms Accessible Showers Adaptable Dwelling Units
 Key Word:
 Sort By: ☒ Priority ☐ Category ☐ Location ☐ Description
 Progress: **All** Resolution: **None** Cost Responsibility: **All**
 Not Started In Progress Completed
 None Corrected Not Corrected Not Applicable
 Landlord Tenant Both
 Projected Date From: To: Actual Date From: To:
 Generate Report

Click the icon to export to excel :
 Select deficiencies from the list below, enter new values, scroll to the bottom and hit Save. To erase a value, leave the field blank.

Record Number	Location	Element Description	Finding	On Site Finding	Deviation	Priority	Assignment	Progress	Resolution	Projected Completion Date	Actual Completion Date	Cost Responsibility	Contractor	Designated Staff	New Measurement	Code Reference	Inspector Notes
330200	Interior	Hallway Door next to Restrooms - Mirror	The leading edge of the wall-mounted item is more than 4 inches from the wall. The item is greater than 27 inches, and less than 80 inches from the floor and protrudes into the primary path of travel.	11.00 inches	+7.00 inches	1	None	In Progress	None	6/30/2018		None			0	ADA 307, 307.2, CA 11B-307.2	
330104	Exterior	Sidewalk from 2nd Street to the Main Entrance - Change In Level	There is a change in elevation greater than recommended value.	0.50 inches	+0.25 inches	1	None	In Progress	None	12/31/2018		None			0	ADA 303, 403.4, 303.2, CA 11B-303, CA 11B-403.4	
330124	Exterior	Sidewalk from Brookshire Avenue to Patio Entrance - Change In Level	There is a change in elevation greater than recommended value.	0.75 inches	+0.50 inches	1	None	In Progress	None	12/31/2018		None			0	ADA 303, 403.4, 303.2, CA 11B-303, CA 11B-403.4	
330175	Interior	Conference Room - Pull Side	There is not enough clear floor space provided at the pull side of the door.	54.00 inches	-6.00 inches	2	None	In Progress	None	12/31/2018		None			0	ADA 404, 404.2.4, CA 11B-404.2.4	Notes : Desk obstructs clear floor space length.

Summary and Chart Reports

DACTrak also includes options for summary and chart reports to be created for individual or multiple facilities. The example below is a column chart that summarizes the number of noncompliant records by category for a facility.



Project Samples

The following pages are samples of actual transition plan report that were recently prepared for the City of Downey. The City has posted their transition plan on the City's website, allowing this information to be publically available. The following samples are excerpts of three different styles of reports that can be generated from the DACTrak software. The full transition plan encompasses thousands of pages, therefore only select excerpts are included in our response.

EXHIBIT B
APPROVED FEE SCHEDULE

FEE SCHEDULE

ADA Services for Facilities and the Public Right-Of-Way

COST ITEM 1: \$52,500 (Items A-F)

Public Right's-of-Way (PROW) ADA Self-Evaluation and Transition Plan Deliverables and City-wide Public Input and Review of Programs, Policies and Procedures

- A. Public Right-of-Way-Surveys (PROW) to include:
 - 1. Sidewalks (width, running slope, cross slope, changes in elevation, missing sidewalk, obstructions)
 - 2. Curb ramps
 - 3. Cross walks
 - 4. Applicable bus stops, pole stops and shelters
 - 5. Street Intersections
 - 6. Signalized intersections
 - 7. Pedestrian signals
 - 8. On-street parking
 - 9. Street furniture
 - 10. Photographs of each noncompliant area
 - 11. GIS measurements
 - 12. Actual on-site measurements
- B. Public Input and Self-Evaluation (City wide for both Facilities and PROW)
 - 1. Review and evaluation of the City's current policies, programs and practices
 - 2. Public input and public outreach activities
- C. Comprehensive Public Right-of-Way (PROW) Transition Plan
- D. City of Manhattan Beach (CMB) Staff Training
 - 1. ADA Coordinator Training (On-Site, CMB Offices)
 - 2. General ADA Training (On-Site, CMB Offices)
 - 3. DACTrak Software Training (Web-ex/On-line Training, 2 hours)
- E. PROW Self-Evaluation and Transition Plan Time Frame:
 - 1. City Council Approval: August 17, 2018
 - 2. Contract Signatures: Week of September 4, 2018
 - 3. Notice to proceed: Week of September 14
 - 4. Kick-Off Meeting: September 16, 2018
 - 5. Project Length: 24 Weeks
- F. City Directed Additional Work: **\$11,000**

COST ITEM #2: \$47,000 (Items A-E)

Facilities & Parks Self-Evaluation, Surveys and Transition Plan and Integrated PROW Transition Plan

- A. Self-Evaluation and Surveys for all facilities and parks
- B. Comprehensive Transition Plan for facilities, parks and PROW (findings from PROW surveys will be combined with the surveys from facilities and parks and will be contained in the DACTrak Accessibility Management Software)
- C. Facilities to be surveyed in accordance with the ADA, CBC and related accessibility codes:
 - 1. Civic Center Complex
 - 2. Live Oak Park and Joslyn Community Center
 - 3. Manhattan Heights Park
 - 4. Civic Center Parking – Lower
 - 5. Civic Center Parking – Upper
 - 6. Marine Avenue Park
 - 7. Polliwog Park
 - 8. Pier Parking Lot Upper North
 - 9. Pier Parking lot Upper South
 - 10. Block 35 Reservoir
 - 11. Bruce’s Beach Parking lot
 - 12. El Porto Parking Lot
 - 13. Lower Pier Parking Lots - North and South
 - 14. Manhattan Village Field
 - 15. Marine Avenue Complex
 - 16. Marriott Hotel Golf Course -Storm Water Detention
 - 17. Metlox Shopping Center
 - 18. Parking Lot
 - 19. Parking Lot 2
 - 20. Parking Lot 3
 - 21. Parking Lot 4
 - 22. Parking Lot 6
 - 23. Parking Lot 7
 - 24. Parking Lot 8
 - 25. Parking Structure M – Metlox
 - 26. Peck Reservoir
 - 27. Public Works Yard
 - 28. Sand Dune Park
- D. Facility and PROW Self-Evaluation and Transition Plan Time Frame:
 - 1. City Council Approval: August 17, 2018
 - 2. Contract Signatures: Week of September 4, 2018
 - 3. Notice to proceed: Week of September 14
 - 4. Kick-Off Meeting: September 16, 2018
 - 5. Project Length: 24 Weeks
 - 6. Would be implemented concurrently with COST ITEM NO.1 provided funding is approved. If not implemented concurrently due to funding, the project length would remain at 24 weeks
- E. City Directed Additional Work: **\$9,000**

COST ITEM NO.1 and NO.2

A. COST ITEM NO. 1 (A-E):	\$41,500
B. ADDITIONAL CITY DIRECTED ITEMS FOR ITEM NO.1	\$11,000
C. COST ITEM NO. 2 (A-D):	\$38,000
D. ADDITIONAL CITY DIRECTED ITEMS FOR ITEM NO.2	\$9,000
E. TOTAL COSTS	\$99,500

FEES FOR ADDITIONAL SERVICES

Fees for additional services will be billed at the rate provided in the proposal and will not exceed a total of \$9,000 for facility services and \$11,000 for public right-of-way services for an overall not to exceed total of \$20,000.

PROGRESS INVOICE SCHEDULE

ADA Services for Facilities and the Public Right-Of-Way

COST ITEM 1: \$52,500 (Items A-F)

Task Total

F.	Public Right-of-Way-Surveys (PROW)	\$31,000.00
G.	Public Input and Self-Evaluation (City wide for both Facilities and PROW)	\$2,625.00
H.	Comprehensive Public Right-of-Way (PROW) Transition Plan	\$5,250.00
I.	City of Manhattan Beach (CMB) Staff Training	\$2,625.00
	1. ADA Coordinator Training (On-Site, CMB Offices)	
	2. General ADA Training (On-Site, CMB Offices)	
	3. DACTrak Software Training (Web-ex/On-line Training, 2 hours)	
J.	PROW Self-Evaluation and Transition Plan Time Frame:	
	6. City Council Approval: August 17, 2018	
	7. Contract Signatures: Week of September 4, 2018	
	8. Notice to proceed: Week of September 14	
	9. Kick-Off Meeting: September 16, 2018	
	10. Project Length: 24 Weeks	
F.	City Directed Additional Work:	\$11,000.00
	(Additional work to be performed at the direction of City)	
	TOTAL:	\$52,500.00

COST ITEM #2: \$47,000 (Items A-E)

E.	Self-Evaluation and Surveys for all facilities and parks	\$30,500.00
F.	Comprehensive Transition Plan for facilities, parks and PROW	\$7,500.00
G.	Facilities to be surveyed in accordance with the ADA, CBC and related accessibility codes:	Included in A
H.	Facility and PROW Self-Evaluation and Transition Plan Time Frame:	
	7. City Council Approval: August 17, 2018	
	8. Contract Signatures: Week of September 4, 2018	
	9. Notice to proceed: Week of September 14	
	10. Kick-Off Meeting: September 16, 2018	
	11. Project Length: 24 Weeks	
	12. Would be implemented <u>concurrently</u> with COST ITEM NO.1	
E.	City Directed Additional Work:	\$9,000.00
	(Additional work to be performed at the direction of City)	
	TOTAL:	\$47,000.00

NOTE: MONTHLY INVOICES TO BE PAID AS PER THE PERCENTAGE OF COMPLETION OF EACH TASK.

EXHIBIT C
TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. Therefore, as to those Services that are “public works”, Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Contractor’s Services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified

in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Contractor shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Contractor or any subcontractor becomes debarred or suspended during the duration of the project, the Contractor shall immediately notify City.

10. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive the termination of the Agreement.