

REQUEST FOR PROPOSALS (RFP) NO. 22-010

PEDESTRIAN SAFETY AND BUS STOP IMPROVEMENT PROJECT
DESIGN SERVICES

IN THE CITY OF HERMOSA BEACH, CALIFORNIA



CITY OF HERMOSA BEACH

Department of Public Works

1315 Valley Drive

Hermosa Beach, CA 90254

(310) 318-0210



CITY OF HERMOSA BEACH

1315 Valley Drive, Hermosa Beach, CA, 90254

Phone: (310) 318-0210, FAX: (310) 937-5015

www.hermosabeach.gov

RFP NUMBER:

RFP# 22-010

RFP TITLE:

PEDESTRIAN SAFETY AND BUS STOP IMPROVEMENT PROJECT DESIGN SERVICES

REQUESTING DEPARTMENT: Public Works – Engineering Division

RELEASE DATE: September 29, 2022

DUE DATE: **Thursday, October 27, 2022 @ 3:00 p.m. PST**

Notice is hereby given that the Department of Public Works of the City of Hermosa Beach will receive proposals for:

RFP# 22-010, PEDESTRIAN SAFETY AND BUS STOP IMPROVEMENT PROJECT DESIGN SERVICES

Proposals must be submitted as PDF via the PlanetBids Portal (pbsystem.planetbids.com/portal/51313/portal-home). Proposals will be received until 3:00 p.m. PST, Thursday, October 27, 2022.

Proposals will not be opened at that time but will be submitted to the Public Works Department for verification and compliance with Specifications and subsequent recommendation to City Council for award of a contract or rejection of the responses, as deemed appropriate. The City reserves the right to make no award.

Please direct any inquiries regarding this RFP to Andrew Nguyen at anguyen@hermosabeach.gov. All questions regarding the content of the proposal may be emailed to Andrew Nguyen referenced above or submitted on the PlanetBids Portal.

Dated: September 29, 2022



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1 Introduction

1.1 Invitation for Proposals

The City of Hermosa Beach, Public Works Department is seeking proposals from qualified individuals or firms to design pedestrian safety and bus stop improvements. Proposer(s) must have the expertise, experience, and demonstrate resources available to perform the work described in the RFP.

Should an award be made, the selected Consultant(s) will enter into a professional services agreement with the City of Hermosa Beach to provide these services. The City anticipates a contract award around November 29, 2022, with the project commencing in early December.

1.2 RFP Timeline

RFP posted	September 29, 2022
Deadline to submit written questions	October 13, 2022 – 6 PM PST
Posting of responses to questions	October 17, 2022
Deadline to submit proposals	October 27, 2022 - 3 PM PST
Tentative award	November 29, 2022

1.3 Submittal Procedures

Proposes shall submit **one copy** of the proposal and **one copy** of the fee schedule in PDF format on the PlanetBids Portal.

No proposals will be accepted after the listed date and time. The format, content, and procedures for submitting a proposal are provided in further detail within the RFP. (Check **Section 4** for complete submittal procedures)

1.4 Contact

Please direct any inquiries regarding this RFP to **Andrew Nguyen** at **anguyen@hermosabeach.gov**. All questions regarding the content of the proposal may be emailed to Andrew Nguyen referenced above or submitted on the PlanetBids Portal.



1.5 General RFP Conditions

The following instructions and conditions apply to this RFP:

Pre-Contractual Expenses

The City of Hermosa Beach shall not, in any event, be liable for any pre-contractual expenses incurred by any consultant. In addition, no consultant shall include any such expenses as part of the price proposed. Pre-contractual expenses are defined as expenses incurred by bidders in:

- Preparing a proposal in response to this RFP.
- Submitting that proposal to the City of Hermosa Beach.
- Negotiating with the City of Hermosa Beach any matter related to this RFP, proposal, and/or contractual agreement.
- Any other expenses incurred by the consultant prior to the date of an executed contract.

Authority to Withdraw RFP and/or Not Award Contract

The City of Hermosa Beach reserves the right to withdraw this RFP at any time for any reason without prior notice. Further, the City makes no representations that any agreement will be awarded to any consultant responding to this RFP. The City expressly reserves the right to reject any and all proposals in response to this RFP without indicating any reasons for such rejection(s).

The release of this RFP does not obligate or compel the City to enter into a contract or agreement.

Authority to Revise RFP and Request Additional Information

The City reserves the rights to amend the RFP at any time, to determine the successful respondent(s), and to reject any or all Proposals or their components. Should it be necessary for the City to issue addendums to this RFP during the proposal period, the City will post addendums to the PlanetBids Portal. It is the responsibility of all prospective proposers to check PlanetBids regularly to see whether any addenda or supplemental materials have been issued. Proposals shall acknowledge that the consultant is aware of all addendums which have been issued and has incorporated their provisions in their proposal by completing the Certification of Proposal Form.

The City reserves the right, to request additional information or clarifications from consultants where it may serve the City's best interest.

Other Conditions



- **ADDITIONAL SERVICES.** The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm(s), the Scope of Work may be modified and refined during negotiations with the City. Any proposer that provides additional services can include those services in the proposal and list them as additional services.
- **AUTHORIZED SIGNATURES.** Every proposal must be signed by the person or persons legally authorized to bind the consultant to a contract for the execution of the work. Upon request of the City, any agent submitting a proposal on behalf of a consultant shall provide a current power of attorney certifying the agent's authority to bind the consultant.
- **AWARD OF PROPOSAL.** City reserves the right to negotiate final terms with the selected consultant, if any. Award may be made to the consultant offering the most advantageous proposal after consideration of all criteria.
- **COMPLIANCE WITH LAWS.** All proposals shall comply with current federal, state, and other laws relative thereto.
- **CONFLICT OF INTEREST.** By signing the Certification of Proposal, the consultant 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 Qualifications, consultant 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.
- **DISQUALIFICATION OF PROPOSER.** If there is reason to believe that collusion exists among the consultants, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any consultant is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a consultant is interested. Consultants shall submit as part of their Proposal documents the completed Non-Collusion Affidavit.
- **EXAMINATION OF DOCUMENTS.** It is the responsibility of the consultant to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, drawings, plans, and addendums (if any). Consultants shall satisfy themselves as to the character, quantity, and quality of work to be performed and materials, labor, supervision necessary to perform the work as specified by these documents. The failure or neglect of the consultant to examine documents shall in no way relieve the consultant from any obligations with respect to the solicitation for and subsequent contract that may be awarded. The submission of a proposal shall constitute an acknowledgment upon which the



City may rely that the consultant has thoroughly examined and is familiar with the RFP documents. The failure or neglect of a consultant to receive or examine any of the documents shall in no way relieve the consultant from any obligations with respect to the proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

- **INTERPRETATION OF RFP DOCUMENTS.** City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of this RFP documents, or finds discrepancies or omissions in the document, the person may submit to the City a written request for an interpretation or correction. Oral statement(s), interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by the City. Proposers shall submit all questions in writing to the contact listed in the announcement or submitted on the PlanetBids Portal. Proposers may not contact any other staff members with questions. The requesting party is responsible for prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the RFP documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received RFP documents. All such addenda shall become a part of the RFP document. It is the responsibility of each consultant to ensure the City has their correct business name, mailing address and e-mail address on file through the PlanetBids online portal. Any prospective consultants who obtained a set of RFP documents from the PlanetBids online portal are responsible for checking PlanetBids to verify if any subsequent Addendums were issued.
- **IRREGULARITIES.** City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Manager.
- **NON-DISCRIMINATION.** Consultant represents and warrants that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy-related condition, political affiliation or opinion, age or medical condition.
- **NON-EXCLUSIVE.** Should the City make an award, the successful consultant will enter into a NON-EXCLUSIVE professional services agreement and the City reserves the right to enter into agreements with other firms.
- **OFFERS OF MORE THAN ONE PRICE.** Consultants are NOT allowed to submit more than one cost proposal.
- **OWNERSHIP.** All data, documents and other products used or developed during the RFP process become the property of the City upon submission. All bid proposals and documents submitted in response to this RFP shall become the property of the City and a matter of public record pursuant to Government Code



sections 6250 et seq. Proposals should not be marked as confidential or proprietary, and City may refuse to consider a proposal so marked. All Information contained within the proposals will become a matter of public record. It is the responsibility of each bidder to clearly identify any and all information contained within its bid proposal that it considers to be confidential and/or proprietary. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

- **PROFESSIONAL SERVICES AGREEMENT.** Prior to awarding any work, the selected Consultant will be required to execute a professional services agreement (sample attached) with the City. Any proposed change to the agreement shall be identified in the response to the Request for Qualifications (RFP) and shall be subject to the sole approval of the City. The City requires the Consultant to obtain and maintain a policy of professional liability and other insurance as indicated in the agreement.
- **NO PUBLIC BID PROPOSAL OPENING/PUBLIC RECORDS ACT.** Proposals shall be opened and its contents secured by City staff to prevent disclosure during the evaluative process and the process of negotiating with competing consultants. Adequate precautions shall be taken to treat each consultant fairly and to insure that information gleaned from competing proposals is not disclosed to other Consultants. Prices and other information concerning the proposals shall not be disclosed until a recommendation for award is made to the awarding authority.
- **PUBLIC RECORD.** All proposals submitted in response to this RFP will become the property of the City upon submittal and a matter of public record when the City selects a proposer for recommendation to the City Council for its consideration pursuant to applicable law.
- **REPRESENTATIONS.** Consultant understands and acknowledges that the representations made in their submitted proposal are material and important, and will be relied on by the City in evaluation of the proposal. Consultant misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.
- **SEVERABILITY.** If any provisions or portion of any provision, of this Request for Qualifications are held invalid, illegal or unenforceable, they shall be severed from the Request for Qualifications and the remaining provisions shall be valid and enforceable.
- **SUBCONTRACTOR INFORMATION.** If the proposal includes the use of sub consultants, consultant must identify specific sub consultants and the specific requirements of this RFP for which each proposed sub consultant would perform services. All sub consultant for work services must follow all required provisions of the prime contract.
- **VALIDITY.** Proposal must be valid for a period of 90 days from the due date.



- **WITHDRAWAL OF PROPOSAL.** Consultants' authorized representative may withdraw Proposals only by written request received by this RFP contact personal before the Proposal Submittal Deadline.
- **BUSINESS LICENSE.** The selected firm(s) must obtain a City of Hermosa Beach Business license and maintain a current certificate of insurance with the City for the duration of the Professional Service Agreement.



2. Project Overview

2.1 Background

The City of Hermosa Beach is a thriving community of some 20,000 residents and naturally draws a high number of visitors to its beaches and downtown businesses. Hermosa Beach is located within the southwestern coastal portion of Los Angeles County in what is commonly referred to locally as the “South Bay” area. The City is bounded on the north by the City of Manhattan Beach, on the south by the City of Redondo Beach, on the east by the City of Redondo Beach and the City of Manhattan Beach, and on the west by the Pacific Ocean. The city limits for Hermosa Beach encompass a relatively small land area, approximately 1.4 square miles. Hermosa Beach includes nearly two miles of shoreline and varies in width between one-half mile and approximately one mile inland.

The City has identified several uncontrolled pedestrian crossings throughout the City that would benefit from safety improvements and upgrades to meet current accessibility standards. Six of the intersection are located on Hermosa Avenue which is a busy corridor for pedestrians and also serves three local bus routes operated by Torrance Transit, Beach Cities Transit, and LADOT. The City has had initial conversations with the bus providers and determined that many of the bus stops do not meet current accessibility requirements and would benefit stop consolidation and accessibility improvements paired with the pedestrian safety improvements. The Project would also enhance pedestrian safety at five intersections on Pier Avenue, Herondo Street, and Valley Drive.

At this time, the City is seeking a consultant, or team of consultants, to provide professional civil and traffic engineering design services for the Project.

2.2 Project Scope

The Project involves the design of the following pedestrian safety improvements, detailed by location:

2.2.1 Hermosa Avenue Safety Improvements

Evaluate and design safety improvements at the following six (6) intersections locations, well as other identified roadway segments, on Hermosa Avenue. Evaluate turning radius requirements using AutoTurn (or similar software) for appropriate design vehicles (trash truck, fire truck, etc.).

Hermosa Avenue at 2nd Street:

- Evaluate all existing ramps for ADA compliance and redesign as necessary;



- Evaluate and design enhanced bus stops to allow adequate room, and ADA clearance, around benches. Consider widening sidewalk in the vicinity of the bus stop and/or shifting the bus stop to near- or far-side of the intersection as appropriate to make the necessary improvements; and
- Update all signage and markings at the intersection as appropriate.

Hermosa Avenue at 4th Street:

- Evaluate all three existing ramps for ADA compliance and redesign as necessary;
- Improve crossing on Hermosa Avenue to include, curb extensions, rectangular rapid flashing beacons (RRFBs), and median refuge;
- Consider appropriateness of relocating Hermosa Avenue crosswalk to southern leg of the intersection; consider sight distance limitations due to on-street parking and make recommendations to remove, relocate, or add parking as appropriate;
- Update all signage and markings at the intersection as appropriate; and
- Consider median closure and implementation of turn restrictions consistent with pilot implementation at 6th Street noted below. Median closure would need to include mountable section for emergency access.

Hermosa Avenue at 6th Street:

The intersection of Hermosa Avenue at 6th Street has been the topic of much discussion over a period of years on how to best address vehicle, pedestrian, and bicycle safety concerns and travel speeds. The City has received numerous requests for the installation of all way stop control and the location was determined (2016 and 2021) to not meet minimum criteria for crash history or volume (on the side street) and that stop sign installation could only be justified on the basis of sight distance limitations due to on-street parking in the median. In 2016, the Public Works Commission voted against installation of all way stop control for that reason.

Following new requests for stop signs in 2021, the City has since repeated that analysis and reached the same conclusion. It was also determined that, to effectively remediate the sight line limitations a significant number of parking spaces (approximately 10-12 spaces) in the median would need to be removed to provide a clear line of sight for vehicles traveling on Hermosa Avenue. This level of parking removal would not only be subject to approval by the Coastal Commission, but also be very impactful to the neighborhood.

In an effort to find the most appropriate safety countermeasures, the Public Works department worked closely with Police and Fire to review detailed crash reports at this intersection and determined many of the crashes involved left-turn maneuvers. The City also conducted new traffic volume and speed data on Hermosa Ave between 4th and 6th and found that current travel speeds are in line with the posted speed limit of 30 mph (average 25mph, and 85th 31 mph).



In August of 2022, the City installed interim measures including median closure with waterfilled barriers (physically prohibiting all left-turn and U-turn maneuvers); upgraded pedestrian warning signage, refreshed crosswalk markings on Hermosa Avenue, and ordered an RRFB system to be installed at the Hermosa Avenue Crosswalk (pending delivery from the manufacturer). These measures were deployed as a pilot treatment to test their effectiveness and impacts on the neighborhood before investing in the design and construction of more permanent measures as part of this project. To date, the improvements have been generally well received by the neighborhood.

Improvements to include:

- Consider permanent median closure, with mountable section for emergency access, or other alternative should the community outreach determine that permanent closure is undesirable;
- Consider sight distance limitations due to on-street parking and make recommendations to remove, relocate, or add parking as appropriate;
- Improve crossing on Hermosa Avenue to include, curb extensions, RRFB's, median refuge;
- Evaluate and design enhanced bus stop to allow adequate room, and ADA clearance, around benches. Consider widening sidewalk in the vicinity of the bus stop and/or shifting the bus stop to near- or far-side of the intersection as appropriate to make the necessary improvements;
- Update all signage and markings at the intersection as appropriate; and
- Ensure all curb ramps at the intersection are upgraded to current ADA standards.

Hermosa Avenue at 19th Street:

- Evaluate all three existing ramps for ADA compliance and redesign as necessary;
- Improve crossing on Hermosa Avenue to include, curb extensions, RRFBs, median refuge;
- Evaluate sight distance limitations due to on-street parking and make recommendations to remove, relocate, or add parking as appropriate;
- Evaluate and design enhanced bus stop to allow adequate room, and ADA clearance, around benches. Consider widening sidewalk in the vicinity of the bus stop and/or shifting the bus stop to near- or far-side of the intersection as appropriate to make the necessary improvements; and
- Update all signage and markings at the intersection as appropriate.

Hermosa Avenue at 24th Street:



- Evaluate all three existing ramps for ADA compliance and redesign as necessary;
- Improve crossing on Hermosa Avenue to include, curb extensions, RRFBs, median refuge;
- Evaluate sight distance limitations due to on-street parking and make recommendations to remove, relocate, or add parking as appropriate; and
- Update all signage and markings at the intersection as appropriate.

Hermosa Avenue at 25th Street:

- Evaluate all three existing ramps for ADA compliance and redesign as necessary;
- Improve crossing on Hermosa Avenue to include, curb extensions, RRFBs, median refuge;
- Evaluate sight distance limitations due to on-street parking and make recommendations to remove, relocate, or add parking as appropriate;
- In coordination with the City and bus service providers determine if bus stop removal is appropriate at this location as there is insufficient clearances around existing benches and there are nearby stops at 22nd Street, 26th Street, and Manhattan Avenue. Alternatively, design enhanced bus stop treatments to allow adequate room, and ADA clearance, around benches. Consider widening sidewalk in the vicinity of the bus stop and/or shifting the bus stop to near- or far-side of the intersection as appropriate to make the necessary improvements; and
- Update all signage and markings at the intersection as appropriate.

Hermosa Avenue Median and Parking

- Adjust metered parking along the Hermosa Avenue median (between 14th and 35th Street, to eliminate unnecessary red zones and create additional parking. The additional parking could potentially off-set any loss required to enhance sight lines at other Project intersections and minimize need for a Coastal Development Permit from the California Coastal Commission.
- In coordination with Public Works staff, Police, and Fire, evaluate and design potential median closures at 17th Street, 18th Street, and 20th Street. Closure may need to consider mountable surfaces, and turning radius requirements, for emergency vehicles.

Hermosa Avenue Bus Stop Consolidation

In addition to the bus stop improvements noted above, consultant shall work with the City, and bus providers, to evaluate bus stop consolidation options along the Hermosa Avenue corridor. The City has had initial meetings with bus providers that have indicated a willingness to eliminate stops on the corridor to enhance service, and allow



stops to be more inline with current standards (i.e., quarter-mile spacing). At this time, it is anticipated that existing stops at Lyndon Street and 8th Street could be removed and potentially 25th Street.

2.2.2 Pier Avenue Pedestrian Safety Improvements

Design the removal and replacement of the existing flashing beacon systems with Rectangular Rapid Flashing Beacons (RRFB) at following three Pier Avenue Crossings.

- Pier Avenue at Manhattan Avenue;
- Pier Avenue at Loma Drive; and
- Pier Avenue at Cypress Avenue.

Consider any necessary resurfacing and restriping, and potential sight line restrictions due to the median plantings. The existing in-pavement flashers would be disabled and removed as part of a future repaving project.

2.2.3 Mid-Block Crossing at #245 Valley Drive

The existing ramps at this location have been identified as being non-complaint. Design new ramps to current compliance standards and update markings and pedestrian warning signage to include an RRFB. Evaluate any potential sight line restrictions as a result of plantings along the roadway that may inhibit visibility of the crossing and make recommendations as necessary.

2.2.4 Herondo Street at Monterey Boulevard:

Evaluate and design safety and accessibility enhancements at this intersection, including:

- New ramps at the northwest and northeast corners of the intersection; the ramps have been identified as non-compliant;
- Evaluate the feasibility of installing curb extensions, and/or reducing the curb radius, at the northeast and northwest corners of the intersection with the goal of reducing the pedestrian crossing distance across Monterey Boulevard and Herondo Street. This may also allow for the Monterey southbound stop bar to be moved closer to the intersection.
- Consideration could be given to eliminating the Herondo Street westbound right turn lane onto Monterey as necessary. Conduct traffic counts and field observations, and evaluate crash data, as necessary to support any decision for the lane removal.
- Evaluate turning radius requirements using AutoTurn (or similar software) for appropriate design vehicles (trash, fire truck, etc.)



2.2 Relevant Plans, Policies, Programs, or Projects

Proposers should review and consider the work already completed or underway in the development of approach, budget, and schedule. The following links are provided for your convenience:

- [PLAN Hermosa, the City's Comprehensive General Plan and Local Coastal Program](#), adopted August 2017
- [2022 Self-Evaluation and Transition Plan](#), adopted March 2022.

3. Scope of Services

The Scope of Work shall include, but not be limited to the following tasks. Consultant teams are encouraged to recommend alternative approaches and/or additional tasks to completing the work.

Phase 1 – Design

Task 1 – Design and Construction Documents

Consultant to prepare final design package and construction documents. This effort shall include:

- A. Provide all field survey and topographic work necessary to complete the design effort. Design level survey and base mapping of the project site shall be prepared in US Customary English units by a California licensed Land Surveyor in accordance with the City guidelines and in AutoCAD Computer Aided Design and Drafting (CADD) format. The horizontal datum shall be NAD 83 and the vertical datum shall be NAVD 88.
- B. Conduct all necessary supporting studies and investigations (e.g., AutoTurn, identify utility conflicts, soils investigations, geotechnical, tidal and ground water investigations, existing irrigation layout, etc.).
- C. Complete the design of project including plans, specifications, and engineer's construction cost estimate. The Consultant shall contact manufacturers and/or contractors to verify the engineer's estimate prior to submitting to the City. Specifications shall be prepared in Microsoft Word and an electronic copy of the final version shall be furnished to the City. The City will provide the specification boiler plate to the Consultant.
- D. The design of the project shall be prepared in accordance with all appropriate standards, as applicable, including but not limited to City of Hermosa Beach Standard Plans and the Standard Specifications for Public Works Construction, Caltrans, 2014



ABA Guidelines for Outdoor Developed Areas, 2010 ADA Standards for Accessible Design, etc.

- E. All original plan sheets, calculations, and reports shall be signed and stamped by the Consultant's licensed professional engineer, as appropriate, in responsible-charge of the project. These signed originals will then become the property of the City.
- F. The Consultant shall have a Quality Control Plan in effect during the entire time work is being performed under the Agreement. The Quality Control Plan shall establish a process whereby plans are independently checked, corrected and back checked, and all job-related correspondence and memoranda dated and received by affected persons and then bound in appropriate job files.
- G. All electronic files, databases generated, spreadsheets and intellectual properties developed during the life of the Agreement shall become the property of the City.

Deliverables: land survey (PDF and CAD); Plans, Specification, and Estimate (30%, 60%, 90%, and 100%) in electronic (PDF and CAD) and 3 hard copies; AutoTurn diagrams where needed, any necessary supporting studies.

Task 2 – Meeting Attendance and Support

The Consultant shall attend and participate in meetings and conference calls as necessary to complete the project and provide materials to facilitate communications with the public. Consultant proposals should include the following:

- Project kick-off meeting;
- Two meetings with the bus operators to discuss consolidation and relocation;
- One meeting with Fire Department to discuss potential median closures;
- Attendance at up to three public meetings (one community meeting, one Public Works Commission Meeting, and one City Council Meeting);
- Team conference calls as needed; and
- Preparation of presentation materials, including but not limited to an illustrative drawing that can be posted on the City's website and presented at Commission meetings to provide an update on the project.

Deliverables: Kick off meeting agenda, meeting notes as needed, presentation materials in support of public meetings, and illustrative drawing of the final design.

Phase 2 – Construction

Task 3 – Construction Phase



The Consultant shall provide support services as needed during the bidding and construction phases of the project, including:

- A. The Consultant shall respond to bidder inquiries during the bidding process, including preparation of any addenda. Upon award of the construction contract, the Consultant shall attend the pre-construction meeting.
- B. The Consultant shall review and approve all submittals as needed and shop plan drawings required supporting the construction contract. The Consultant shall complete shop drawings reviews within one (1) week of receipt.
- C. The Consultant shall respond to written Requests for Information (RFI) as needed to provide clarification or resolve discrepancies in the contract documents. Responses shall be completed within three (3) working days.
- D. Upon the completion of construction, record drawings plans shall be submitted to the City. The Consultant shall incorporate all changes to the plans electronically with all necessary revision notations. Once plans have been updated, a signed set of record drawings shall be submitted to the City in electronic format (AutoCAD and PDF formats properly labeled).

Deliverables: Preconstruction meeting agenda and minutes, shop drawings, RFI responses, final as-built records plans (AutoCAD and PDF).

4. Proposal Submittal Instructions

4.1 Proposal Format

Proposes shall submit **one copy** of the proposal and **one copy** of the fee schedule in PDF format on the PlanetBids Portal.

4.2 Proposal Content

Proposals must be concise, but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals should include the sections as described in greater detail below. Do NOT include marketing brochures or other promotional material not connected with this RFP.

4.2.1 Cover Letter

Proposal must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. An unsigned proposal is grounds for rejection. The cover letter should include an introduction of the firm, contact information, summary statement of



professional qualifications, and statement of understanding of the scope of work. The cover letter also shall acknowledge receipt of any addendums that were issued for this RFP.

4.2.2 Firm Profile

Proposers should provide a brief profile of the prime consultant and any sub-consultants. Information should include, but is not limited to the following information:

- Official name and address.
- Name, address, email, and telephone number of the consultant's primary point of contact.
- Type of business entity of consultant (corporation, company, joint venture, etc.). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture.
- Federal Employer I.D. Number.
- Address, telephone numbers and fax numbers of each of the proposing firm's locations.
- Indication whether firm is totally or partially owned by another business organization (parent company) or individual.
- Number of years consultant has been in business under the present business name.
- Number of years of experience the consultant has had in providing required, equivalent, or related services.
- Any failures or refusals to complete a contract, and explanation.

4.2.3 Project Understanding and Approach to Scope of Work

Proposers should include in this section a statement of project understanding, organizational chart, approach to work program and summary of deliverables, described in greater detail below.

Statement of Project Understanding

Consultant must include in this section its understanding of the project and understanding of the Scope of Services noted herein. Consultant should be able to articulate a thorough understanding of the State, County and Local requirements, and other industry standards applicable to the project or services to be provided.

Organizational Chart



Consultant shall include an organizational chart that reflects key staff and roles/responsibilities of each individual assigned to provide services under this Proposal. Any roles or topics in which the proposer anticipates utilizing the expertise of subcontractors should be clearly identified.

Approach to Work Program (Required and Optional Tasks)

The City is seeking an effective, efficient and creative approach to preparing work products and meeting the City's goals and timelines. In this section, proposers should include their recommended approach to providing the requested professional services and tasks noted in the Scope of Services in the RFP. The approach to the work plan shall be of such detail to demonstrate the proposer's ability to accomplish project objectives. This section should also include proposed approaches and techniques to engagement of community and stakeholders in the process of developing projects.

The proposer's approach should provide detail on both the required and optional tasks identified in the scope of work, as well as any additional tasks or services performed by the proposer.

Additional Services

Consultant shall provide the City with any additional services that the firm can provide. Consultant may additionally itemize those services which are further beneficial but are not noted in the aforementioned paragraphs as requirements.

Roles and Responsibilities for City Staff

Proposer should summarize any services NOT provided by their firm that are listed in the Scope of Work. Consultant shall also list any resources, City assistance or other items expected to be provided by City, "Work to be Performed or Provided by the City".

4.2.4 Project Management Plan

Key to a creative, effective, and efficient delivery of projects is close coordination and communication between the City, community, and the selected consultant. In this section, proposers should provide information on scheduling, and describe the firm or project manager's approach to communications and quality assurance/quality control.

Project Schedule

Proposers must provide a project schedule with anticipated timeframe for key deliverables outlined in the scope of work.

Communications Approach

Proposers should describe their recommended or preferred approach to project communications between the City and Consultant Team. This should include detail on the frequency of project check-ins, progress updates, and meeting locations (i.e. phone, email, in-person). Communications protocols for coordinating with other City



departments, agencies, and the community can be established during individual project kick-offs. Consultant should have the capability to run virtual meetings during COVID-19.

Quality Assurance/Quality Control Approach

Describe the firm's QA/QC processes that will be adhered to during the term of the agreement. Describe the Consultant's method of ensuring that the assigned personnel's quality of work is high.

4.2.5 Experience and Qualifications

Proposers should include in this section a summary of relevant projects, contact information for references, and information about the experience, qualifications, and availability of key personnel, described in greater detail below.

Summary of Relevant Projects

Proposers should highlight representative projects that are similar in scope to the services requested to demonstrate the firm's depth of experience and familiarity with similar projects. For each project, please include the following information, at a minimum:

- Year started and completed (if relevant)
- Contracting Agency + Department
- Project Description
- Key Personnel Assigned
- Contract Value

References

Consultant must provide at least three (3) references for which consultant has provided services similar in scope as set forth in the RFP within the last five (5) years. Reference information should include:

- Name of agency
- Name of agency project manager
- Email address and telephone number of contact person
- Description of project or services provided

Experience and Qualifications of Key Personnel



The consultant shall provide resumes indicating the experience and qualifications for the key personnel identified in the organization chart. Consultant shall also include the number and type of additional support personnel who will be providing services. At a minimum, the resume for each team member should include:

- Name
- Position and Role for This Project
- Degrees and Certifications
- Professional Memberships/Registrations
- Summary of Experience
- Work on Representative Project Similar in Scope

If sub-consultants are to be used as part of this proposal, a resume of the sub-consultant and relevant experience is to be included in the same format.

Assignment of Key Personnel

It is the City's preference to have the key personnel identified in the Organizational Chart remain with the individual project during its duration. In this section, please indicate the availability of key personnel to pursue completion of projects.

After contract execution the Consultant should not substitute key personnel (project manager and others listed by name in the proposal) or sub-consultants without prior written approval from the local agency. The consultant must request and justify the need for the substitution and obtain approval from the agency prior to use of a different sub-consultant on the contract. The proposed substituted person must be as qualified as the original, and at the same or lower cost for geotechnical types of consultant contracts, the Consultant's project manager shall have all the necessary credentials to qualify him/her as a project manager for this project.

In the event there are proposed changes in key personnel, including sub-consultants, during the term of the agreement that are outside of the consulting firm's control, the consultant shall prepare a transition plan that is presented to the City's project manager for review.

4.2.6 Required Forms

Consultant shall review, acknowledge and submit the following forms:

- **Certification of Proposal.** Consultant is required to sign and submit the Certification of Proposal including acknowledgement that they have received and considered any addendums issued by the City of Hermosa Beach in connection with this RFP. (See section 7.2.1)



- **Non-Collusion Affidavit.** Consultant is required to sign and submit the Non-Collusion Affidavit. (See section 7.2.2)
- **Compliance with Insurance Requirements.** Consultant shall demonstrate the willingness and ability to submit proof of the required insurance coverage as set forth in the Sample Professional Services Agreement. (See section 7.2.3)
- **Acknowledgement of Professional Services Agreement.** Consultant shall demonstrate willingness and ability to comply with the City's Sample Professional Services Agreement and/or indicate any exceptions to the Professional Services Agreement. (See section 7.2.4)
- **Covid Vaccination Certification.** Consultant agrees to certify in writing to CITY that all employees, agents, officers and subcontractors who will be physically present in the City and have contact with City officials and employees or with the public shall be fully vaccinated from COVID-19. (See section 7.2.5)

4.2.7 Cost Proposal

The cost proposal shall be submitted through PlanetBids Portal as a separate file, labeled "Cost Proposal" and indicate the firm's name. The cost proposal shall detail costs broken down by project phase, task, hourly rates, and key personnel.

Consultant should provide the cost proposal for the duration of the agreement to successfully fulfill the Scope of Work detailed in this RFP. Required and optional tasks should be consistent with the tasks listed in the Scope of Services and be clearly marked in the cost proposal to facilitate consistent comparison of costs between proposals. The Cost Proposal should identify project team members, and hourly billing rates and break costs by task and phase. The fee schedule should also include any direct costs such as travel, equipment, printing/materials.

The method of payment shall be primarily at Specified Rates of Compensation but may include Cost per Unit of Work. The proposal should include hourly rates for all types of personnel required to perform the services described in this RFP.

Other direct costs, intended to be charged to the City, need to be stated. No mark-ups will be allowed for other direct costs.

5. Proposal Evaluation and Selection

5.1 Proposal Review Process

The City will evaluate all proposals received in accordance with the evaluation criteria. The City shall not be obligated to accept the lowest priced fee schedule, but the City may make award(s) in the best interests of the City after all factors are considered, including, but not limited to, the demonstrated competence, experience and



professional qualifications of the Proposer. Evaluation scores will not be released until after award of proposal, if one is made.

Following the review of RFPs by the City's team, the City may, if it chooses to do so, invite short-listed consultants to be interviewed by a panel of City staff, which may include non-city personnel at the City's discretion. Discussions may, at the City's option, be conducted with the most qualified Proposers. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. In conducting discussions, the City will not disclose information derived from proposals submitted by competing Proposers.

The City will verify references of short-listed consultants, which may include persons not listed as references, and this will help inform the City's decisions. The City will select a consultant to negotiate for the performance of work. In negotiating the contract the City may request modifications to the proposed scope or to the technical team or other elements of the proposal. If negotiations fail, the City will commence negotiations with the next qualified candidate. Work will promptly commence following contract award and satisfaction of contract requirements.

5.2 Evaluation Criteria

Evaluation criteria will typically include RFP understanding, demonstrated expertise, relevant experience, availability of the firm's team, and other factors. Task orders resulting from this contract will be negotiated and executed between the City and the selected firm.

Proposals will be evaluated on the basis of their response to all provisions of this RFP. The City of Hermosa Beach will use the following criteria in its evaluation of proposals, interviews may be required with selected consultants, or verification of references. The categories will be weighted approximately as follows.

Approach and Methods (30%):

- A well thought-out and tailored approach to the technical work that responds to the City's particular issues and needs.
- Incorporation of innovative and/or creative approaches for providing the services that will maximize efficient, cost-effective operations or increased performance capabilities.
- Evidence of the team's ability to work collaboratively with other members of a multi-disciplinary team in a complex and dynamic working environment.



- Demonstration of the team's commitment to accurate and superior work products and services as detailed in the project management project management plan.

Relevant Experience & Expertise (35%):

- Recent experience preparing similar projects or providing similar services for jurisdictions.
- Familiarity and experience with applicable industry standards and any relevant federal, state, or local requirements.
- The depth and appropriateness of experience of individual members of the technical team as they relate to the specific technical tasks called for by the project.
- The consultant team's ability to dedicate a strong project manager that will serve as a single point of contact for the duration of the project.
- The team's experience and ability to clearly communicate technical concepts and terminology with the community.

Timeframe and Costs (25%):

- Display of responsive timeframe to assign tasks.
- Evidence of the team's ability to successfully deliver project tasks and deliverables within the identified project budget and minimize cost overruns.

Administration (10%):

- Ability to comply with the timeline terms, and billing procedures.
- The extent and nature of any proposed amendments to the City's Professional Services Agreement.

6. Contract Expectations

6.1 Contract Period

The City anticipates the contract term would begin around early December 2022. The City is interested in having the design completed and ready for construction advertisement within four (4) to six (6) months from the Notice to Proceed.

6.2 Professional Services Agreement

The selected consultant will be expected to comply with and sign the City's Professional Services Agreement. Proposers should identify and/or indicate any exceptions to the Sample Professional Services Agreement included in Section 7.1. The City Attorney or



their designee retains the discretion to accept or reject proposed exceptions or modifications to the City's Professional Services Agreement.

6.3 Standards of Work

In case of conflicts, ambiguities, discrepancies, errors, or omissions, Consultant shall submit the matter to City for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by Consultant prior to clarification by City shall be at Consultant's risk and expense.

6.4 Invoicing and Payment

Each invoice shall contain a progress report describing the work completed during the billing period and shall also include cost information by task regarding: previous work billed to date, work billed during the reporting period, percent of task completed and amount remaining by task.

Invoices are to be submitted monthly. The invoices shall reference the project title, and list charges by task, worker classification, hours, billing rate, and totals.

Each invoice shall contain a progress report describing the work completed during the billing period and the following summary information:

Contract Amount	Total Prior Contract Billings	Contract Work Performed this Period	Total Contract Amount Performed To Date	Contract Percent Complete	Total Amount Remaining for the Contract
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7. Attachments and Required Forms

7.1 Sample Professional Services Agreement

CONTRACT FOR PROFESSIONAL SERVICES TO

BETWEEN THE CITY OF HERMOSA BEACH AND _____

This AGREEMENT is entered into this _____ day of _____, 2022, by and between the CITY OF Hermosa Beach, a general law city a municipal corporation ("CITY") and _____, a limited liability company ("CONSULTANT").

RECITALS

- A. The City desires to _____.
- B. The City does not have the personnel able and/or available to perform the services required under this agreement and therefore, the City desires to contract for consulting services to accomplish this work.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the City and the Consultant agree as follows:

- 1 CONSIDERATION AND COMPENSATION As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A.

As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.

As additional consideration, CITY agrees to pay CONSULTANT a total of \$ _____, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.

No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his/her designee.

CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its invoice for services itemizing the fees and costs incurred during the previous



month. CITY shall pay CONSULTANT all uncontested amounts set forth in CONSULTANT's invoice within 30 days after it is received.

- 2 SCOPE OF SERVICES. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference.

Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

- 3 PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period in accordance with the schedule of compensation incorporated in "Exhibit A."
- 4 TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
- 5 FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- 6 KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this Agreement is _____. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.
- 7 TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on _____, 20____, unless earlier termination occurs under Section 11 of this Agreement, or this Agreement is extended in writing in advance by both parties.
- 8 CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.



- 9 TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.
- 10 PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.
- 11 TERMINATION. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.

CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.

In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, and all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.

Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

- 12 INDEMNIFICATION. To the extent permitted by law, CONSULTANT shall indemnify, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT. CONSULTANT shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONSULTANT's negligence, recklessness or willful misconduct. CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation to the extent such fees, costs and all other costs are determined by the court of competent jurisdiction to have been caused by the actual negligence, recklessness or willful misconduct of the Consultant. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.



13 ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

14 INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

15 AUDIT OF RECORDS. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

16 CORRECTIVE MEASURES. CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

17 INSURANCE REQUIREMENTS.

A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.
2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than two million dollars



- (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 4. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
 2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.



4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.
- G. The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Consultant (as the named insured) should Consultant fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Consultant's behalf upon the Consultant's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by City due to the breach.
- 18 USE OF OTHER CONSULTANTS.** CONSULTANT must obtain CITY's prior written approval to use any sub-consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation.
- 19 FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or



services. Acceptance of payment shall be any negotiation of the CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, sub-consultants 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 the CITY for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

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

21 NON-APPROPRIATION OF FUNDS. Payments to be made to CONSULTANT 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 CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'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.

22 NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
City of Hermosa Beach 1315 Valley Drive Hermosa Beach, CA 90254 ATTN:	 ATTN:

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in



the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

- A. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.
 - B. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.
 - C. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
 - D. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
 - E. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
 - F. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.
- 23** ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
- 24** FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the



natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

25 TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

26 ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

27 STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

28 OWNERSHIP OF DOCUMENTS. It is understood and agreed that the City shall own all documents and other work product of the Consultant, except the Consultant's notes and workpapers, which pertain to the work performed under this Agreement. The City shall have the sole right to use such materials in its discretion and without further compensation to the Consultant, but any re-use of such documents by the City on any other project without prior written consent of the Consultant shall be at the sole risk of the City.

29 DISCLOSURE REQUIRED. (City and Consultant initials required at one of the following paragraphs)

By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.



City Initials _____

Consultant Initials _____

OR

By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials _____

30 COMPLIANCE WITH COVID-19 VACCINATION POLICY. All CONSULTANT'S employees, agents, officers and subcontractors who will be physically present in the City and have contact with City officials and employees or with the public shall be fully vaccinated from COVID-19. CONSULTANT agrees to certify in writing to CITY that it complies with the foregoing.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF HERMOSA BEACH

CONSULTANT

[MAYOR/CITY MANAGER]By: _____
NAME/TITLE

ATTEST:

Myra Maravilla, City Clerk_____
Taxpayer ID No.

APPROVED AS TO FORM:



Michael Jenkins, City Attorney

7.2 Required Forms

7.2.1 Certification of Proposal

RFP #: _____

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP).

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.
7. Proposer acknowledges that the City may issue addendums related to this RFP and that the proposer has reviewed the following addendums which have been issued:

Addendum: _____

Addendum: _____

Addendum: _____

Addendum: _____



8. Proposer further acknowledges the provisions of any addendums issued have been incorporated into their proposal.

Signature of Authorized Representative:

Printed Name and Title:

7.2.2 Non-Collusion Affidavit

RFP #: _____

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 a 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 Hermosa 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 Hermosa 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:

Printed Name and Title:



7.2.3 Compliance with Insurance Requirements

RFP #: _____

The selected consultant will be expected to comply with the City's insurance requirements contained within this RFP.

The undersigned declares states and certifies that:

1. Proposer agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal.
2. If selected, proposer agrees to accept all conditions and requirements as contained therein.

Signature of Authorized Representative:

Printed Name and Title:

7.2.4 Acknowledgement of Professional Services Agreement

RFP #: _____

The selected consultant will be expected to comply with and sign the City's Professional Services Agreement. Proposers should identify and/or indicate any exceptions to the Sample Professional Services Agreement included in Section 6.2. The City Attorney or their designee retains the discretion to accept or reject proposed exceptions or modifications to the City's Professional Services Agreement.

1. Proposer agrees, acknowledges and is fully aware of the conditions specified in the City's Sample Professional Services Agreement.
2. Proposer agrees to accept all conditions and requirements as contained therein with exceptions noted as follows:

Signature of Authorized Representative:

Printed Name and Title:



7.2.5 COVID Vaccination Certification

PLEASE PLACE LETTER ON OFFICIAL COMPANY LETTERHEAD

(Insert Date)

Suja Lowenthal, City Manager

City of Hermosa Beach
1315 Valley Drive
Hermosa Beach, CA 90254

RE: Mandatory COVID-19 Vaccination for City of Hermosa Beach Consultants

Dear Ms. Lowenthal:

Per this letter, (Insert Company Name) certifies that all of its officers, agents, employees, subcontractors, representatives and volunteers servicing the City of Hermosa Beach on-site within the City pursuant to the (Insert Agreement Title) dated (Insert Agreement Date), are or will be fully vaccinated or covered by an approved medical or religious exemption prior to the implementation of the scope of work located within the above referenced agreement.

Respectfully,

(Insert Name)

(Insert Title)