



City of Hermosa Beach

May 2018

Civic Center, 1315 Valley Drive, Hermosa Beach, CA 90254-3885 (310) 318-0214

Thursday, May 24, 2018

Re: ADA Improvements on Prospect Avenue - Construction Management/Inspection and Labor Compliance Services, CIP No. 17-687, CDBG No. 601869-17, Request for Proposal

Dear Mr. Consultant:

The City of 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. Elevations in the City range from sea-level and rise up to 250 feet in elevation.

In 2016, the City of Hermosa Beach had an estimated population of 19,801. With a land area of 1.4 square miles, Hermosa Beach has a high population density, with approximately 13,900 people per square mile.

The Public Works Department is seeking proposals to provide Construction Management/Inspection and labor compliance services to prepare complete construction documents for the ADA improvements on Prospect Avenue between 6th Street and Hollowell Avenue. The construction of ADA concrete ramps including the adjustment of utilities to grade, removal and construction of curb and gutter, repair of asphalt, thermoplastic/paint striping/markings and other miscellaneous work as needed to complete the intended construction of the ADA ramps. The identified funding sources for this project Community Development Block Grant (CDBG).

Prospect Avenue is considered an arterial street, consists of one lane in each direction, and travels in a north-south direction. The project limits are 6th Street and Hollowell Avenue.

The construction management/inspection and labor compliance services to be provided shall include for at minimum:

- Pre-construction Conference
- Management Information System (MIS)
- Review Traffic Controls Plans
- Meetings



- Issues Management
- Schedule
- Cost Control
- Labor Compliance
- Change Orders
- Dispute Resolution
- Quality Control/Inspection
- Public Relations
- Permit/Environmental Compliance
- Progress Payments
- Monthly/periodic Status Reports
- Site Safety
- "As-Built/Record" Drawings
- Project Completion Report
- Final Walkthrough

The City has solicited for Construction bids and anticipates to open bids on June 14th, 2018. If the bids received exceed the \$120,000 Engineer's Cost Estimate, the scope of the project can be reduced by removing the reconstruction of the curb ramps on Hollowell Avenue.

The format of the proposal for the work scope shall consists of a clear and concise response to address the work scope tasks as presented; identify assigned, qualified staff for the project; proposed schedule to complete construction management/inspection services for the project duration.

The format for the proposed fee shall consists of a tabular format, with resources & hourly rate on the top, work scope tasks of the left, assigned hours for each resource per task indicated, hours/costs summary for each scope task on the right. An overall total shall also be included at the lower right of the table. An example is attached for reference.

The plans and specifications can be provided via email upon request to the Project Manager, Fabio M. Macias at fmacais@hermosabch.org.

Submittals shall consists of three (3) hard copies and one (1) electronic copy on a USB flash drive. The proposed fee can be submitted with the proposal and shall be separated from the work scope response.

Design proposals are due Monday, June 25, 2018 by 11:00 AM.

Should you require further information, please contact:



City of Hermosa Beach

May 2018

Civic Center, 1315 Valley Drive, Hermosa Beach, CA 90254-3885 (310) 318-0214

Fabio M. Macias
(310) 318-0228 or fmacias@hermosabch.org.

Sincerely.

A handwritten signature in blue ink, appearing to read 'Glen W. C. Kau'.

Glen W. C. Kau, P.E.
Public Works Director/City Engineer

Attachment(s): Construction Management/Inspection Services RFP
 Sample Fee Table
 Sample Agreement



City of Hermosa Beach Public Works Department

1315 Valley Drive, Hermosa Beach, CA 90254
(310) 318-0214 Fax (310) 937-5015

Request for Proposals to Provide Construction Management, Inspection, & Labor Compliance Services (RFP 18-09) **For ADA Improvements on Prospect Avenue CIP #17-687; CDBG No. 601869-17**

I. INTRODUCTION

The City of Hermosa Beach Public Works Department is soliciting proposals from qualified engineering consultants to provide construction management, inspection and labor compliance services for the ADA Improvements on Prospect Avenue, CIP# 17-687. The project is specified **to be completed in 30 Working Days**. The **Engineer's Estimate is approximately \$ 120,000**.

II. DESCRIPTION OF STREET RESURFACING PROJECT

The proposed work shall be performed in accordance with the plans, specification and other contract documents as specified herein and shall consist of the following general work descriptions: the construction of ADA concrete ramps including the adjustment of utilities to grade, removal and construction of curb and gutter, repair of asphalt, thermoplastic/paint striping/markings and other miscellaneous work as needed to complete the intended construction of the ADA ramps.

III. SCOPE OF SERVICES

<i>Service</i>	<i>Function</i>	<i>Deliverables</i>
Pre-construction Conference	Outline project specifics. Inform contractor of project administration procedures.	Agenda meeting minutes
Management Information System (MIS)	Implement system for organizing, tracking, filing, and managing paper/electronic correspondence including letters, information requests, submittals, contracts, reports, O&M manuals, progress payments, and change orders, etc.	Paper files, digital files, correspondence logs.
Review Traffic Controls Plans	Review contractor's plans for detours, shutdowns and access for emergency vehicles.	Review traffic control plan

Meetings	Conduct meetings to discuss, background, scope, objectives, schedule, current, and past issues as necessary.	Agenda meeting minutes
Issues Management	Analyze issues, seek appropriate advice, and give recommendations. Review cost reduction proposals as well as contractor's methods of construction in order to ensure compliance with plans and specifications and delivery of project within budget and the time specified.	Design clarifications. Contract change orders.
Schedule	Monitor contractor's schedule weekly. Notify parties of actual or potential deviation from schedule. Work with project team to correct noncompliance with schedule.	Schedule reports and recommendations of "As-built" schedule
Cost Control	Monitor project funding. Monitor project budgets. Review contract item payments, material quantities, and change order payments.	Budget reports and cost estimate reviews
Labor Compliance and any other services that are necessary to ensure full compliance with CDBG, federal, State and county requirements.	Provide labor compliance report(s). Attend, present, and prepare meeting minutes for pre-construction conferences associated to CDBG requirements to contractors. Review and approve CDBG-related submittals. Prepare and assist the City with submission of any reporting documents required by federal, state and county agencies. Verify and document job-site posting of wage rate information and required labor compliance poster. Perform employee interviews on site as necessary for compliance. Review and approve weekly certified payroll and associated documents, and work with contractor to correct deficiencies in a timely manner. Keep a complete labor compliance file and provide to the City upon project completion.	Provide labor compliance report (s) to include reporting on prevailing wage, payroll documentation, compliance status, and certified payrolls.
Change Orders	Review potential change orders for contractual and technical merit. Prepare independent cost estimate and schedule analysis of work. Negotiate and prepare change orders for execution. Keep the City apprised of impact of cumulative change orders.	Independent review of cost estimate for change orders. Ready for execution of change order summary reports.
Dispute Resolution	Make recommendations and implement procedures for reducing the likelihood of disputes and claims. Assist in the resolution of disputes.	Dispute avoidance procedures and give recommendations
Quality Control/Inspection	Observe and monitor all aspects of project. Notify contractor when work is not in compliance. Prepare daily inspection reports. Provide photographic and video documentation of construction process. Encourage and stress quality in the constructed product. Provide materials testing services.	Photograph and videotapes project files
Public Relations	Communicate with local business community regarding temporary construction impacts, such as traffic changes, noise, limited access and construction schedule.	Verbal and written notices delivered to local businesses
Permit/Environmental Compliance	Review and enforce requirements stipulated in permits issued by regulatory and environmental agencies.	Daily inspection reports and correspondence
Progress Payments	Review and approve all contractor's payment request. Verify contractor pay items. Prepare payment documentation for execution.	Progress payment request documents

Monthly Status Reports	Prepare monthly reports highlighting project progress, CCO's, cost issues, and schedule.	Monthly report
Site Safety	Review and monitor contractor's safety program for compliance with Cal/OSHA. Notify contractor if unsafe condition is observed. Notify City if contractor refuses to rectify unsafe condition. Investigate accidents.	Accident reports and monthly reports.
"As-Built" Drawings	Collect, review, and transmit contractor's data to engineer.	Review data for accuracy for record drawings.
Final Walkthrough	Make final inspections, Prepare punch-list. Verify that required certificates of compliance, O&M manuals and as-built drawings have been delivered.	Punch list
Project Completion Report	Process final progress payment to contractor. File Notice of Completion. Prepare final report. Review project records	Final progress payment, Notice of Completion and Final report. Deliver project records to the City

IV. CONTENT OF THE PROPOSAL

Include the following items in the proposal:

- A. Company Overview: introduce your firm and provide a general description of your company's qualifications and experience, with emphasis on previous projects which are similar to the one proposed. Please include an organizational chart, staffing plan, and resumes for all parties involved in the project. List a maximum of five (5) projects (total) that your firm has performed for other public or private agencies, which demonstrate your firm's ability to perform this work.
- B. Name and license number of the engineer in charge and inspectors for this work
- C. Approach and Methodology
- D. Proposed Schedule of Work
- E. Fee: In separate, sealed envelope, provide a fee schedule and a total "Not to Exceed" fee for completing the work included in each Alternative, as described in the Scope of Services above. All fees shall include labor, materials, reprographics, meetings, and presentations. All approved deliverable products shall become property of the City of Hermosa Beach.
- F. Consultant's use of Disadvantaged Business Enterprises (DBE's).

V. CONSULTANT SELECTION

The Public Works Department will evaluate all proposals based on criteria for the evaluation of the proposals may include, but not limited to the following:

- A. Completeness of proposal
- B. Consultant's demonstrated understanding of the Scope of Services
- C. Quality of work previously performed by the firm
- D. The resources required to perform the required services
- E. Proposed Schedule of Work

VI. RIGHT TO REJECT ALL PROPOSALS

The City of Hermosa Beach reserves the right to reject any or all proposals submitted. No guarantee is hereby made that any contract will be awarded pursuant to this Request for Proposals, or otherwise. All costs incurred in the preparation of the proposals, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the respondent.

VII. PROPOSAL SUBMITTAL

An original and three (3) copies and one (1) electronic copy on a USB flash drive of the proposal shall be presented in a sealed envelope bearing the name, address, and telephone number of the individual or entity submitting the proposal and shall be addressed as follows:

Request for Proposals to Provide Construction Management, Inspection & Labor Compliance Services (RFP 18-07)

Deliver To:

Office of the City Clerk, 2nd Floor

City of Hermosa Beach

1315 Valley Drive

Hermosa Beach, CA 90254

Attn: Fabio M. Macias, Project Manager

The proposal shall be delivered to the above address on or before **11:00 a.m.** on **June 25, 2018.**

VIII. STAFF CONTACT

Should you require further information, please contact Fabio M. Macias at (310) 318-0228 or fmacias@hermosabch.org.

Sincerely.



Glen W. C. Kau, P.E.

Public Works Director/City Engineer

Attachment(s): Sample proposed fee format
Sample Professional Services Agreement

Item No.	Scope of Work	Assigned Resources (Rate)	Engineer \$ 85	CAD Drafter \$ 75	Principal \$ 125	Admin Support \$ 65	Survey \$ 135	Soils \$165	Totals
1	Field review		4 \$ 340	\$ -	\$ -	\$ -	4 \$ 540	\$ -	\$ 880
2	Review of Pavement management study data		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Pavement core samples (as needed/recommended)		\$ -	\$ -	\$ -	\$ -	\$ -	6 \$ 990	\$ 990
4	Pavement design for rehabilitation method		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Bus pads where recommended/needed		3 \$ 255	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 255
6	Restoration of induction loops		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Installation of a new detector loop on Pier Avenue westbound left turn movement/pocket onto Hermosa Avenue		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Restoration of all pavement markings; i.e., striping, lane lines, cross walks, parking tees & ells, stop bars, handicap parking stalls, pedestrian markings, bicycle markings & sharrows		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Refreshing of all curb painting and markings		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	Survey markings where removed as part of other improvements within the project limits		\$ -	\$ -	4 \$ 500	\$ -	6 \$ 810	\$ -	\$ 1,310
11	Preparation of construction plans		2 \$ 170	6 \$ 450	\$ -	\$ -	1 \$ 135	\$ -	\$ 755
12	Preparation of the technical and supportive specifications as part of the bid documents		3 \$ 255	\$ -	\$ -	6 \$ 390	\$ -	\$ -	\$ 645
13	Preparation of traffic control plans		\$ -	3 \$ 225	5 \$ 625	\$ -	\$ -	\$ -	\$ 850

CONTRACT FOR PROFESSIONAL SERVICES FOR THE PROVISION OF
[Description of services to be provided]
BETWEEN THE CITY OF HERMOSA BEACH AND
[Name of Company/Organization to Provide Services].

This AGREEMENT is entered into this [] day of [Month] , [Year], 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 obtain professional services from the Consultant for _____.
- 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.

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

1. CONSIDERATION AND COMPENSATION

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as **EXHIBIT A** hereto and incorporated herein by reference.
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. As additional consideration, CITY agrees to pay CONSULTANT as set forth in **EXHIBIT A**, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his/her designee.
- E. 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.

- A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as **Exhibit A**.
- B. 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 [REDACTED]. 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 have an initial term of [REDACTED] () years unless earlier termination occurs under Section 11 of this Agreement, or this Agreement is extended in writing by mutual agreement as necessary to complete the project.

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.

- A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising from third party claims that are out of or in connection with CONSULTANT's negligent or wrongful performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then 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. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. 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.
- B. 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.
- C. Except to the extent of an indemnification obligation set forth herein, to the maximum extent allowable under applicable law, CITY agrees that

CONSULTANT shall not be liable for any monetary damages in excess of the amounts paid to CONSULTANT under this agreement. CITY agrees that CONSULTANT shall not be liable for lost profits, lost opportunities, consequential or incidental damages resulting from CONSULTANT's performance under this agreement.

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.

- A. 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.
- B. 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 are by the CONSULTANT or by its employees, subcontractors, or subconsultants. 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: Nico De Anda-Scaia	[Name & Title] [Organization] [Address]

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.

23. 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.

24. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein are 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

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

32. 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.

33. 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.

34. 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 work papers, 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.

35. 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 18701(a) (2) 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 18701(a) (2) (A) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials _____

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

CITY OF HERMOSA BEACH

CONSULTANT

Sergio Gonzalez, City Manager

By: _____

ATTEST:

Elaine Doerfling, City Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

Michael Jenkins, City Attorney