



City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, CA 90254-3885

06/27/2019

REQUEST FOR PROPOSALS (RFP) FOR:
PROFESSIONAL SERVICES FOR STORMWATER CONSULTING (RFP 19-05)
Department of Public Works

NOTICE IS HEREBY GIVEN that the City of Hermosa Beach Department of Public Works is seeking proposals from qualified individuals or firms to provide Professional Services for Stormwater Consulting for the City of Hermosa Beach. Proposer(s) must have the expertise, experience and demonstrate resources available to perform the work described in the RFP. The complete RFP may be found on the City's website at the following location: <http://www.hermosabch.org/index.aspx?page=667> or by emailing the project contact listed below.

Description of Project

The selected firm will prepare and perform project management for the Los Angeles Municipal Separate Storm Sewer System (MS4) Permit Implementation and assistance with Public Information and Participation Programs, Industrial and Commercial Facilities Control Program, Clean Bay Restaurant certifications, grant application and administration, and staff training, Planning and Land Development and Construction Programs, Public Agency Activities Program, Illicit Connection and Illicit Discharge Elimination, and TMDL and Watershed Planning, and implementing the Envision sustainable infrastructure framework.

RFP Timeline

RFP posted	6/27/2019
Deadline to submit written questions	7/9/2019 at 4:00 p.m. PST
Posting of responses to questions	7/10/2019 at 4:00 p.m. PST
Deadline to submit proposals	7/11/2019 at 4:00 p.m. PST
Interviews (if needed)	7/16/2019
Tentative award	7/23/2019

Submittal Procedures

No proposals will be accepted after the listed date and time. All proposals must be clearly marked with the project title and RFP number and submitted in a sealed envelope. Failure to identify the proposal on the envelope may result in disqualification of the proposal. The format, content, and procedures for submitting a proposal are provided in further detail within the RFP.

Contact

Please direct any inquiries regarding this RFP to Kristy Morris, Environmental Analyst at kmorris@hermosabch.org.

All questions regarding the content of the proposal should be submitted in writing to the listed email address and sent no later than the date and time listed in the RFP Timeline. Responses to questions will be distributed to registered bid holders and posted to the City website.



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1 Introduction

1.1 Invitation for Proposals

The City of Hermosa Beach City of Hermosa Beach Department of Public Works is seeking proposals from qualified individuals or firms to provide Professional Services for Stormwater Consulting for the City of Hermosa Beach. Proposer(s) must have the expertise, experience and demonstrate resources available to perform the work described in the RFP.

1.2 RFP Timeline

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1.3 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 notify the known holders of this RFP and post addendums to the City website. 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, the Scope of Work may be modified and refined during negotiations with the City.
- **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. Should the selection criteria be requested, it shall be at the City's discretion if the criteria is released prior to the final selection being made.
- **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 Proposals, 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 the specifications or other RFP documents, or finds discrepancies or omissions in the specifications, 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. 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. Any prospective consultants who obtained a set of RFP documents are responsible for advising the City that they have a set of RFP documents and wish to receive subsequent Addendums.
- **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 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 with the City. Any proposed change to the agreement shall be identified in the response to the Request for Proposals (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.** Bid 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 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 Proposals are held invalid, illegal or unenforceable, they shall be severed from the Request for Proposals 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. If a sub consultant for work services to be performed exceeds \$25,000 the sub consultant must contain 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 City Engineer before the Proposal Submittal Deadline.



2 Project Description

2.1 City Location and Characteristics

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 City's storm drainage system consists of City and County owned storm drain pipes with outfalls to the ocean. In general, Hermosa Beach drains from east to west and surface runoff collects in the storm drainage system by inlets and eventually discharges into 11 sandy outfalls along the beach adjacent to the Pacific Ocean. Discharges from these outfalls are regulated by the 2012 Municipal Separate Storm Sewer System Permit (MS4 Permit), which the Los Angeles Regional Water Quality Control Board (Regional Board) issued under the Clean Water Act, and to comply with Santa Monica Bay Beaches Bacteria (SMBBB) Total Maximum Daily Load (TMDL) and Santa Monica Bay Toxics TMDL, which are requirements of the MS4 Permit.

The cities of Hermosa Beach, Torrance, Redondo Beach, Manhattan Beach and the Los Angeles County Flood Control District formed the Beach Cities WMG in 2013 to develop an Enhanced Watershed Management Program (EWMP) to comply with the Regional Board 2012 MS4 Permit. The EWMP identifies strategies and best management practices that, when implemented individually by jurisdictions, or collectively at a watershed scale, would satisfy the requirements of the MS4 Permit. Although the EWMP is a long-term plan, it is a document that the Regional Board can enforce should permittees covered under the EWMP fail to meet the project milestones contained therein.

2.2 Project Goals

The City of Hermosa Beach is seeking proposals from qualified firms to provide services to assist the City in ensuring compliance with local, state and federal laws. Specifically, compliance with the requirements of the MS4 Permit and to comply with the Santa Monica Bay Total Maximum Daily Loads (TMDLs) for bacteria, trash, and DDT & PCBs.

2.3 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:



Los Angeles County Municipal Storm Water Permit and Enhanced Watershed Management Program Documents

- *Additional information is available on the LARWQCB [Beach Cities Watershed Management Group Program Page](#).
- Waste Discharge Requirements for Municipal Separate Storm Sewer System Discharges within the Coastal watersheds of Los Angeles County [Link](#)
- Beach Cities Enhanced Watershed Management Program (Revised March 2018) [Link](#)
- LARWQCB Approval Letter for the Beach Cities EWMP [Link](#)
- Enhanced Watershed Management Program Environmental Impact Report [Link](#)
- **Hermosa Beach Annual NPDES Reports**

[2011-2012](#)
[2012-2013](#)

[2013-2014](#)
[2014-2015](#)

[2015-2016](#)
[2016-2017](#)

- **Greenbelt Infiltration Project** [Link](#)
- **Low Impact Development Guide** [Link](#)
- **Storm Drain Master Plan**
- **PLAN Hermosa (Infrastructure)** [Link 1](#) [Link 2](#)
- **Clean Bay Restaurant Certification Program** [Link](#)

2.4 City Proposed Scope of Services

The development of the services should consist of the following components or steps. The proposer's Scope of Work, Budget, and Schedule should incorporate these items as well as any community engagement efforts that are expected to occur.

The City is looking for creativity from proposers to provide an approach that will result in the efficient and effective development or provision of services. The City is therefore open to proposers identifying a different organization of tasks, or recommending the addition or removal of tasks, so long as the project objectives are met, and the rationale for additions or removal are clearly articulated.

As authorized by the Federal Clean Water Act and the California Porter-Cologne Act, the LA MS4 Permit identifies conditions, requirements and programs that municipalities must implement to protect regional water resources from adverse impacts associated with pollutants in stormwater and urban runoff. Although the 4th term LA MS4 Permit expired in December 2017, the City is obligated to continue to comply with the permit requirements, including the elements of the approved Beach Cities EWMP and CIMP, until a new 5th term LA MS4 Permit is issued.

This scope of services is organized into tasks according to the following LA MS4 Permit program areas:

- Task 1 – Stormwater Program Management and Coordination;
- Task 2 - Public Information and Participation Program;
- Task 3 - Industrial/Commercial Facilities Control Program;
- Task 4 - Planning & Land Development and Construction Programs;
- Task 5 - Public Agency Activities Program;
- Task 6 - Illicit Connection & Illicit Discharge Elimination; and
- Task 7 – Pursuit and Implementation of Grant Funding for Stormwater Projects



Task 1 Stormwater Program Management

The LA MS4 Permit affects a wide range of municipal activities and requires effective management and coordination of LA MS4 Permit activities across municipal functions. Task 1 is focused on providing assistance to the City in stormwater program management and coordination, and annual reporting.

Subtask 1.1 Coordination and Communication

This subtask provides an allocation of time for internal project management and organization and regular communication via email and telephone with City staff, and periodic meetings with City staff on the status of work progress, regulatory and watershed developments, grant funding opportunities, need for action or response, and to obtain direction from City staff as needed.

Subtask 1.2 Annual Reporting

The City is required to submit an individual annual report to the Regional Board by December 15th each year covering the preceding reporting period that aligns with the City's fiscal year (July 1st-June 30th). This subtask includes preparation of the individual annual report for the City based on information already in-hand and information to be provided by City staff covering activities implemented during the reporting year. By August 15th, the consultant will prepare a first draft individual annual report given the information already in hand and provide City staff a list of information needed to complete the individual annual report. Information requested may include but is not limited to:

The City of Hermosa Beach joint Beach Cities Watershed annual report is covered by a separate consulting contract under the Beach Cities Coordinated Integrating Monitoring Program (CIMP) Memorandum of Understanding (MOU). Since Regional Board staff have requested that each Permittee's individual annual report be submitted as an attachment to its watershed annual report rather than separately, the consultant will deliver the City's individual annual report in the preferred electronic format to Regional Board staff along with submitting it to the Beach Cities watershed annual report. An electronic copy of the individual annual report will be provided for the City's records.

Subtask 1.2 Deliverables:

- First draft, second draft and final Individual Annual Report

Subtask 1.3 Permit-wide Planning and Coordination

This subtask includes time to participate in LA MS4 Permit Co-Permittee meetings and coordination conference calls to share information, resources and address co-permittee and watershed group challenges cooperatively amongst the 84 co-permittees of the LA MS4 Permit. An allocation of time should be provided for attendance at bi-monthly LA Permit Group Meetings. Additionally, it is anticipated that the 5th term LA MS4 Permit will be negotiated and adopted during the first fiscal year of this contract and attendance at two (2) Regional Board special meetings or workshops regarding the draft permit should be assumed. An allocation of time is included to review and comment on the anticipated draft 5th term LA MS4 Permit as well as other regulatory actions by the Regional Board and State Water Resources Control Board (State Board).

Task 2 Public Information and Participation Program

Each co-permittee is responsible for developing and implementing a Public Information and Participation Program (PIPP) that addresses specific LA MS4 Permit requirements and meets the general objectives of:



- Measurably increasing the knowledge of target audiences about the adverse impacts of stormwater pollution on receiving waters and the potential solutions to mitigate these impacts
- Measurably changing the waste disposal and stormwater pollutant generating behavior of target audiences
- Involving and engaging a diversity of socio-economic groups and ethnic communities in mitigating the impacts of stormwater pollution.

Each of the required elements of the PIPP may be met by the City either through a County-wide, watershed group, or individual program approach. The County has stated that it will continue implementing the following County-wide efforts on behalf of the Permittees: maintaining the countywide hotline (888-Clean-LA) and website (888cleanLA.com) for public reporting, broadcasting public service announcements and conducting regional advertising campaigns, and implementing a K-12 outreach program. In addition, the Beach Cities WMG continues to work jointly to develop some of the required elements of the PIPP—effort to develop joint PIPP materials is included in the separate contract under the Beach Cities CIMP MOU and is excluded from this scope of services.

In this task, the consultant will provide assistance to the City in implementing City-specific elements of the PIPP requirements, such as disseminating outreach materials to the City's residents and businesses, customizing or updating existing outreach materials, and providing recommendations for updating the City's stormwater webpages or providing links on its webpage to stormwater websites that include educational materials.

The City's solid waste franchise contract and the Recycled Beverage Container and Oil Payment Program is implemented by the City and are excluded from this Scope of Services.

Task 2 Deliverables:

- Customization/update and/or dissemination of outreach materials
- Memo with recommendations for content changes or additions to the City's website and outreach materials
- Staffing for a stormwater booth at one half-day community outreach event
- City Council staff reports or presentations

Task 3 Industrial & Commercial Facilities Control Program

The LA MS4 permit requires the implementation of an Industrial/Commercial Facilities Control Program to track, inspect and ensure that source control measures are being implemented at industrial and commercial facilities that are considered critical sources of pollutants in storm water. Subtask 3.1 addresses the tracking and assistance to commercial and industrial facilities, excluding food service establishments, while Subtask 3.2 addresses the tracking, education and assistance to food service establishments via the Clean Bay Restaurant Program.

Subtask 3.1 Industrial & Commercial Facilities Tracking and Assistance

The Consultant will assist the three (3) industrial critical source facilities in the City with filing for Industrial General Permit coverage in the form of a No Exposure Certification through the State Water Resource Control Board's SMARTS website.

Subtask 3.1 Deliverables:

- Training session for targeted City staff



- Update commercial facilities inventory based on information obtained by City field staff

Subtask 3.2 Business Assistance (Clean Bay Restaurant Program)

The Consultant will conduct Clean Bay Certification assessments at the approximately one hundred and four (104) restaurant facilities in the City. The Consultant will conduct an initial inspection at each facility using the City's customized Clean Bay Certified Checklist. The Consultant will use the completed inspection reports to update the City's Clean Bay Restaurant Inventory and make recommendations to City Staff on which sites should become certified or re-certified. Identified stormwater violations or necessary corrections will be discussed with the facility owner or representative and referred to City staff for follow up. The Consultant will also coordinate with The Bay Foundation staff to ensure that certified sites are recognized on their website and through social media. It is assumed that City staff will be responsible for any necessary follow ups and for the distribution of window clings to Clean Bay certified restaurants.

Subtask 3.2 Deliverables

- Complete assessment forms for each restaurant
- Update restaurant facilities inventory based on recent assessment results, including recommendations for certification and any necessary follow ups

Task 4 Planning & Land Development and Construction Programs

The Planning and Land Development provisions of the LA MS4 Permit require the City to ensure that private development and redevelopment projects provide for permanent measures to reduce storm water pollutant loads from the development site by conditioning approval of these projects with low impact development (LID) requirements. The City is also responsible for requiring that its qualifying capital improvement projects incorporate LID requirements, including the City's Green Street Policy.

A revision of the LID ordinance, adopted in 2017, is contemplated during the term of this contract to increase the proportion of redevelopment projects that are subject to LID. This revision would accelerate the City's overall rate of reduction in effective impervious area over time which would support the City's attainment of milestones and schedule commitments in the approved Beach Cities EWMP. It is also possible that revision to the City's ordinance may be required after the issuance of the 5th term LA MS4 Permit. Accordingly, the Consultant should allocate effort to assist City staff in preparing a revision to Chapter 8.44.095 Stormwater and Urban Runoff Pollution Control of the City's municipal code to address minor changes required by the 5th term LA MS4 Permit and/or to revise the LID provisions to carry out adaptive management actions consistent with the Beach Cities EWMP. It is assumed that this revision will not be a wholesale repeal and replacement of Chapter 8.44.095, but rather that the chapter will remain substantially intact with redline changes to be made at select locations.

The Development Construction provisions of the LA MS4 Permit require the City to ensure that development and redevelopment projects implement measures to reduce storm water pollutant loads from the development site during construction, including its own capital improvement projects. The Consultant should allocate time to track reporting by construction sites disturbing one acre or more in the State Board's online SMARTS system on a quarterly basis to ensure the proper reporting requirements have been met. For public works construction projects, it is essential for the City to ensure that online reporting is completed in a timely manner. This quarterly tracking will allow the Consultant to alert City staff of potential paperwork deficiencies and need for closer follow up at large construction sites, whether they are City-owned public works projects or private commercial projects.



Most construction sites in the City are less than one acre in size and for such sites the City is responsible for ensuring that development contractors implement a prescribed list of stormwater BMPs outlined in the LA MS4 Permit. The City is also required to review and approve construction plan documents for sites one acre or greater subject to the statewide Construction General Permit (CGP) for consistency with a similar set of prescribed stormwater BMPs in the LA MS4 Permit.

The City must also carry out inspections of CGP sites at frequencies consistent with the LA MS4 Permit requirements. It is assumed that the City is utilizing contracted or in-house Building and Safety inspectors that are trained and knowledgeable in inspection procedures consistent with the State Board Qualified SWPPP Practitioner program for the CGP for these inspections and construction plan reviews and will provide the necessary information to the Consultant for annual reporting purposes. This task includes an allocation of time to conduct one (1) refresher training with City staff on the LA MS4 Permit construction program requirements.

Task 5 Public Agency Activities Program

The Public Agency Activities program focuses primarily on activities of Public Works and Community Resources staff and requires implementation of BMPs to minimize water quality impacts from the operation and maintenance of public facilities, including parks, streets, recreational and other municipally owned or operated facilities. Trash reduction efforts to meet the Santa Monica Bay Debris TMDL are included in subtask 5.1 and training of Public Works Department personnel in positions whose activities may affect stormwater quality is included in subtask 5.2.

Subtask 5.1 Trash/Debris TMDL Support

The City has an approved compliance strategy for installing full capture systems for trash to attain the Santa Monica Bay Debris TMDL in areas of the City outside of tributary areas to planned regional BMP projects. This strategy includes installing connector pipe screens on 50% of the catch basins that was completed in March 20th, 2019. The City will address the remaining catch basins by March 20th, 2019 with connector pipe screens and full capture devices on select storm drains.

The Consultant should allocated a small amount of time to assist City staff in reporting on the City's compliance strategy for trash reduction in the Santa Monica Bay.

Subtask 5.2 Public Works Activities Training

The City must train all employees in targeted positions whose interactions, jobs, and activities affect stormwater quality. This training requirement also applies to contractors performing privatized/contracted municipal services such as landscape maintenance or trash collection. Training must address the requirements of the overall stormwater management program, as well as training specific to the duties carried out by the employee or contractor. This task provides for preparation and delivery of an interactive training for targeted City staff and any contracted service providers selected by the City. The training will provide an overview of the permit requirements and then focus the majority of training time on storm water practices related to their specific duties. A single 1- to 1.5-hour presentation is assumed with additional time for open discussion.

Subtask 5.2 Deliverables:

- Training session for targeted staff

**Task 6 Illicit Connection & Illicit Discharge Elimination Program Implementation**

The City's Illicit Connection and Illicit Discharge (ICID) Elimination program includes procedures for conducting investigations to identify the source of suspected illicit discharges and procedures for eliminating the discharge. The City's ICID procedures manual was updated in FY15-16 for consistency with the 2012 LA MS4 Permit requirements and with the Non-Stormwater Screening and Monitoring procedures outlined in the Beach Cities CIMP. Since two rounds of training of City staff and contractors in illicit discharge identification have been completed during the current permit term, no additional training of existing field staff is required, however training of new staff members must be provided within 180 days of starting employment.

The Consultant should allocate effort for consulting support of City staff as needed in implementing the ICID program and/or training newly hired staff in illicit discharge identification.

Task 6 Deliverables:

- As needed training session for newly hired field staff

Task 7 Pursuit and Implementation of Grant Funding for Stormwater Projects

As part of its commitment in the Beach Cities EWMP, the City must make a good faith effort to pursue funding for the regional and distributed capital projects that are proposed for construction within its jurisdiction. Grant funding allows the City to leverage municipal resources for the construction of such capital projects. The Consultant should allocate effort to assist the City in the tracking and pursuit of grant funding. Once grant money is secured by the City, there are reporting and implementation requirements requisite to obtaining the funds. The Consultant should also allocate effort to assist City staff in meeting these requirements for awarded grant funds.

Subtask 7.1 Pursuit of Grant Funding

The Consultant should allocate effort to assist City staff in preparing one (1) complete grant application in consultation with City staff based on the City's priorities for a targeted grant solicitation.

This allocation of effort includes time for the Consultant to assist City staff in preparing one (1) grant application and supporting information for a capital project. It is assumed that City staff will provide the following items for the grant application:

- Engineers cost estimate for selected project;
- Schematics and/or GIS-based maps requested by the application; and
- Project scope/description.

Time is also allocated in this subtask for the Consultant to track and evaluate grant solicitations

Subtask 7.2 Implementation of Grant Program Requirements

Consultants should allocate time to assist in the implementation of current grant agreements including developing Project Assessment and Evaluation Plans (PAEP) and Quality Assurance Project Plans (QAPP) to demonstrate that expected outcomes have been met following construction of the Project. This subtask provides an allocation of time for the consultant to review and comment on project documents, grant administration and reporting such as the submittal of quarterly invoice packages to the Grant Manager. An allocation of twenty-four (24) hours per quarter should be included to prepare and review these packages prior to submittal. It is assumed that City staff and/or the Project's contractor will prepare and submit the invoice packages.



An allotment of time is also included in this task to attend one (1) City Council meeting to support City staff in providing an update on the progress of the Project, if needed.

Community Engagement

Hermosa Beach has a highly engaged community and anticipates that the following community engagement efforts will be necessary in the successful development of stormwater Plans and Capital Improvement Projects:

- Preparation of Materials for Community Outreach Events
- Attendance at Community Outreach Events
- Preparing meeting minutes and summaries from Community Outreach Events

An allocation of eight (8) hours per quarter should be included for Community Engagement

Additional Tasks

Proposers should incorporate the following add-on tasks into their Approach and Budget. The Consultant will assist the City in implementing the Envision Assessment and Certification process for new projects such as either the Hermosa Avenue Green Street Project or the design of the Parking Lot A project.

Envision Assessment and Certification:

The Consultant will assist City staff in implementing the Envision sustainable infrastructure framework during the design of one green street or other significant stormwater CIP project within the City over the course of this agreement. Envision was developed in joint collaboration between the Zofnass Program for Sustainable Infrastructure at the Harvard University Graduate School of Design and the Institute for Sustainable Infrastructure (ISI). ISI is a not-for-profit education and research organization founded by the American Public Works Association, the American Council of Engineering Companies, and the American Society of Civil Engineers. The Envision framework is described on the ISI website at <https://sustainableinfrastructure.org/>. Use of Envision can benefit infrastructure projects in numerous ways including:

- Long-term viability through increased resiliency and preparedness;
- Lower costs through management and stakeholder collaboration;
- Reduced negative impacts on the community and the environment;
- Potential to save owners money over time through efficiency;
- Credibility of a third-party rating system; and
- Increased public confidence and involvement in decision making.

This effort will include preparation of cover sheets for each Envision credit pursued and compiling information supporting each credit attempted for submittal of documentation to the ISI website. It is assumed the City will strive for Platinum certification for the project (50% of all points possible). Effort for guiding and documenting the Envision framework process will be distributed between FY1920 and 2021 culminating in submittal of documentation for certification. FY1920 allocation for Envision process includes time for an initial meeting with the City's internal project team and completion of the Envision screening checklist exercise plus conducting/facilitating up to two (2) additional project and design team meetings to coordinate/guide the Envision process, and additional time for compiling materials/information. The FY2021 allocation includes time for conducting/facilitating up to three (3) meetings with project and design team to coordinate/guide the Envision process, and additional time for compiling materials/information, preparing cover sheets for submittal, and communicating with Envision reviewers. At least one



member of the consultant team assigned to this task shall have current certification in good standing as an Envision Sustainability Professional (ENV SP) through the Institute for Sustainable Infrastructure <https://v3.sustainableinfrastructure.org/users/envsp-directory>.

2.5 Work to be Performed or Provided by the City

The City will perform the following tasks or functions related to this project.

1. Process and distribute data requests to the City.
2. Post/distribute public information announcements, website updates, workshop agendas/reports.
3. Prepare and execute Agreements with all entities.
4. Schedule times and facilities reservations for meetings and workshops.
5. Upon contract award, City will provide copies of available records.
6. Act as liaison with the appropriate decision making bodies.

3 Proposal Submittal Instructions

3.1 Proposal Format

Proposals must be submitted in a sealed envelope or box bearing the name of the consultant, clearly marked, and submitted only to the following address:

PROFESSIONAL SERVICES FOR STORMWATER CONSULTING (RFP 19-05)
City of Hermosa Beach
Attn: Kristy Morris
Office of the
1315 Valley Drive
Hermosa Beach CA 90254

3.1.1 Hard Copy Proposals

Proposers shall submit **one original** and **four copies** of the proposal for a total of five bound documents. One hard copy of the cost proposal (fee schedule) shall be in a separate sealed envelope, clearly marked "Cost Proposal".

If discrepancies are found between the copies, or between the original and copy or copies, the "ORIGINAL" will provide the basis for resolving such discrepancies. If one document is not clearly marked "ORIGINAL", the City reserves the right to use any copy of the proposals as the Original.

All proposals shall be submitted on standard 8.5" by 11" paper and printed double-sided. Exhibits may be 11" by 17" paper as needed. Proposers should minimize the use of plastic film/dividers and other materials that cannot be recycled.

All pages should be numbered and identified sequentially by section.

3.1.2 Electronic Submittal

Proposers shall submit an electronic PDF version of their proposal by email to the project manager at kmorris@hermosabch.org. The cost proposal shall also be submitted in the same email, but as a separate PDF attachment. Attachments may not exceed a combined total of 20 MB.



3.2 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.

3.2.1 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 and summary statement of professional qualifications.

3.2.2 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, 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.

3.2.3 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 timeline for this project. 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 community and stakeholders in the process of developing the project.

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 recommended by the proposer to successfully achieve the project objectives.

Summary of Deliverables

Proposer should identify the major deliverables, indicate the number of drafts or versions anticipated in the scope of work and budget, and the format in which the deliverable will be provided (electronic or hard copy) for each required and optional task.

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 beyond those listed in Section 2.5, "Work to be Performed or Provided by the City". Consultant may additionally itemize those services which are further required but are not noted in the aforementioned paragraphs as requirements. Consultant will title this section as Additional Services.

3.2.4 Project Management Plan

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

Schedule

Proposers should present a schedule that details the timing and sequence of project tasks, deliverables, and community engagement efforts.

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 project kick-off.

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.

3.2.5 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 and size to this project 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 project during the term of the agreement. In this section, please indicate the availability of key personnel to pursue completion of this project in terms of the involvement in other projects that are presently in your firm's backlog.

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 engineering 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.

3.2.6 Required Forms

Consultant shall review, acknowledge and submit the following forms:

- **Certification of Proposal.** Proposer 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.
- **Non-Collusion Affidavit.** Proposer is required to sign and submit the Non-Collusion Affidavit.
- **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.
- **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.

3.2.7 Cost Proposal

Printed cost proposals shall be submitted in a separate sealed envelope with the proposal, labeled "Cost Proposal" and indicate the firm's name. Electronic copies of the cost proposal may be submitted in the same email but provided as a separate, clearly marked "cost proposal" PDF file.

Consultant should provide the estimated fee 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 fee schedule to facilitate consistent comparison of costs between proposals. The Cost Proposal should detail the scope of services by task, identifying project team members, hourly billing rates, and estimated hours per task. The Cost Proposal should also include any direct costs such as travel, equipment, printing/materials.

The Cost Proposal must also state if the proposed hourly rate(s) for key personnel is guaranteed for the term of an agreement (if awarded) or if it is subject to adjustments. If subject to adjustments, consultant must state the frequency of adjustments and how adjustments are determined.

4 Proposal Evaluation and Selection

4.1 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 proposal, 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 proposals by the City's team, the City may 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.

4.2 Evaluation Criteria

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 with selected consultants, or verification of references. The categories will be weighted approximately as follows.

Approach and Methods (35%):

- A well thought-out and tailored approach to the technical work that responds to the project's particular issues and needs.
- Incorporation of innovative and/or creative approaches for providing the service 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 (40%):

- 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 team's experience and ability to clearly communicate technical concepts and terminology with the community.

Timeframe and Costs (15%):

- Display of a proposed schedule and timeline that meets any specific conditions laid out in the RFP or accomplishes the project objectives in a reasonable timeframe.
- Delivery of a clear and reasonable project budget that provides sufficient detail on the costs for required and optional services.
- 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.



5 Contract Expectations

5.1 Contract Period

The Contract Period shall be three (3) years, commencing on July 1, 2019, and expiring June 30, 2022, and the City shall have the sole option to extend the Term of this Agreement up to twenty-four (24) months following three (3) years. The City may, upon at least ninety-day (90-day) advance written notice to the Contractor prior to the expiration of the Term of this Agreement, exercise this extension option.

5.2 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 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.

5.3 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.

5.4 Invoicing and Payment

The contract will be set up to be a time and materials contract with a not to exceed fee for either/or the total contract and/or a not to exceed fee by task. Back up information must be submitted together with the invoices.

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.

6 Attachments and Required Forms

6.1 Maps or Design Plans



6.1.1 City Storm Drain Map

Storm Drain System





6.2 Sample Professional Services Agreement

CONTRACT FOR PROFESSIONAL SERVICES TO

BETWEEN THE CITY OF HERMOSA BEACH AND _____

This AGREEMENT is entered into this _____ day of _____, 2019, by and between the CITY OF _____, 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.** 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 out of or in connection with CONSULTANT's 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.

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 is it 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 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:	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 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

MAYOR

By: _____
TITLE

ATTEST:

Elaine Doerfling, City Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

Michael Jenkins , City Attorney



6.3 Required Forms

6.3.1 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:

6.3.2 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:



6.3.3 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:

6.3.4 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:
