

REQUEST FOR QUALIFICATIONS (RFQ) NO. 20-02

ON-CALL ENGINEERING DESIGN SERVICES FOR UTILITIES (SEWER, STORM DRAIN)

IN THE CITY OF HERMOSA BEACH, CALIFORNIA



CITY OF HERMOSA BEACH  
Department of Public Works  
1315 Valley Drive  
Hermosa Beach, CA 90254



# CITY OF HERMOSA BEACH

1315 Valley Drive, Hermosa Beach, CA, 90254

Phone: (310) 318-0212

[www.hermosabeach.gov](http://www.hermosabeach.gov)

BID NUMBER: RFQ# - 20-02  
BID TITLE: ON-CALL ENGINEERING DESIGN SERVICES FOR  
UTILITIES (SEWER, STORM DRAIN)  
REQUESTING DEPARTMENT: Public Works – Engineering Division  
RELEASE DATE: August 31, 2020  
DUE DATE: **Monday, September 21, 2020 @ 5:00 p.m. PST**

Notice is hereby given that the Department of Public Works of the City of Hermosa Beach will receive proposals. Each proposal must be submitted in a sealed envelope and clearly marked:

**"RFQ# 20-02, On-Call Engineering Design Services For Utilities (Sewer, Storm Drain)"**

Failure to identify the proposal on the envelope may result in disqualification of the proposal.

Sealed proposals must be submitted to the City Clerk Office at 1315 Valley Drive, Hermosa Beach, CA, 90254. Proposals will be received until 5:00 p.m. PST, Monday, September 21, 2020.

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

Proposals received after the deadline will be considered late. Such proposals may be returned unopened. Faxed or emailed proposals are not acceptable.

A copy of this RFQ may be found on the City's website at the following location: <https://www.hermosabeach.gov/our-government/city-clerk/bids-and-proposals> or by emailing the contact person listed below.

Please direct any inquiries regarding this RFQ to Andrew Nguyen, Assistant Engineer at [anguyen@hermosabeach.gov](mailto:anguyen@hermosabeach.gov), by no later than 5:00 PM PST, Monday, September 14, 2020.

RFQ

Dated: This 31st Day of August, 2020



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# 1 Introduction

## 1.1 Invitation for Proposals

That the City of Hermosa Beach, Public Works Department is seeking Statement of Qualifications (SOQs) from qualified individuals or firms to provide On Call Engineering Design Services For Utilities (Sewer, Storm Drain) for the City of Hermosa Beach. Proposer(s) must have the expertise, experience, and demonstrate resources available to perform the work described in the RFQ. A copy of this RFQ may be found on the City's website at the following location: <https://www.hermosabeach.gov/our-government/city-clerk/bids-and-proposals> or by emailing the contact person listed below.

Should an award be made, the selected Consultant(s) will enter into a professional services agreement with the City of Hermosa Beach to provide these services. The City anticipates a contract start date around October 13, 2020 and term of the agreement(s) shall be for two (2) years, with up to three (3) one (1) year extensions. Approximately 30 days prior to the end of each term, a meeting may be held between the consultant(s) and the City of Hermosa Beach staff to conduct a performance review, revise the scope and/or language of the agreement, and confirm consultant rate schedules. The initial agreement and each renewal will require City Council approval.

This RFQ does not require consultants to address any specific projects or task orders. As actual projects arise, the City will solicit proposals from the selected on-call firms. A task order will be negotiated and executed between the City and the selected firm.

## 1.2 RFQ Timeline

RFQ posted	August 31, 2020
Deadline to submit written questions	September 14, 2020
Posting of responses to questions	September 16, 2020
<b>Deadline to submit proposals</b>	<b>September 21, 2020 - 5 PM PST</b>
Interviews (for selected firms)	TBD
Tentative award	October, 2020

## 1.3 Submittal Procedures

Proposers shall submit **one original** and **three copies** in a sealed envelope or box bearing the name of the Proposer, marked RFQ # 20-02, submitted only to the following address:

ON-CALL ENGINEERING DESIGN SERVICES FOR  
 UTILITIES (SEWER, STORM DRAIN) (RFQ 20-02)  
 City of Hermosa Beach  
 City Clerk Office  
 Attn: Andrew Nguyen  
 1315 Valley Drive  
 Hermosa Beach CA, 90254



Proposes shall submit **one digital copy** of the proposal and **one digital copy** of the fee schedule in one USB drive.

No proposals will be accepted after the listed date and time. All proposals must be clearly marked with the project title and RFQ number and submitted to the City Clerk Office of City of Hermosa Beach. 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 RFQ. (Check **Section 3** for complete submittal procedures)

## 1.4 Contact

Please direct any inquiries regarding this RFQ to **Andrew Nguyen** at [anguyen@hermosabeach.gov](mailto:anguyen@hermosabeach.gov). 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 RFQ Timeline. Responses to questions will be distributed to registered holders of this RFQ and posted to the City website.

## 1.5 General RFQ Conditions

The following instructions and conditions apply to this RFQ:

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

### Authority to Withdraw RFQ and/or Not Award Contract

The City of Hermosa Beach reserves the right to withdraw this RFQ 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 RFQ. The City expressly reserves the right to reject any and all proposals in response to this RFQ without indicating any reasons for such rejection(s).

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

### Authority to Revise RFQ and Request Additional Information

The City reserves the rights to amend the RFQ 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 RFQ during the proposal period, the City will notify the known holders of this RFQ 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(s), the Scope of Work may be modified and refined during negotiations with the City. Any proposer that provides additional services can include those services in the proposal and list them as additional services.
- **AUTHORIZED SIGNATURES.** Every proposal must be signed by the person or persons legally authorized to bind the consultant to a contract for the execution of the work. Upon request of the City, any agent submitting a proposal on behalf of a consultant shall provide a current power of attorney certifying the agent's authority to bind the consultant.
- **AWARD OF PROPOSAL.** City reserves the right to negotiate final terms with the selected consultant, if any. Award may be made to the consultant offering the most advantageous proposal after consideration of all criteria. 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 Qualifications, consultant declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
- **DISQUALIFICATION OF PROPOSER.** If there is reason to believe that collusion exists among the consultants, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any consultant is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a consultant is interested. Consultants shall submit as part of their Proposal documents the completed Non-Collusion Affidavit.
- **EXAMINATION OF DOCUMENTS.** It is the responsibility of the consultant to carefully and thoroughly examine and be familiar with these RFQ 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 RFQ 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 RFQ DOCUMENTS.** City reserves the right to make corrections or clarifications of the information provided in this RFQ. If any person is in doubt as to the true meaning of any part of this RFQ documents, or finds discrepancies or omissions in the document, the person may submit to the City a written request for an interpretation or correction. Oral statement(s), interpretations or clarifications concerning meaning or intent of the contents of this RFQ by any person are unauthorized and invalid. Modifications to the RFQ, 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 RFQ documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received RFQ documents. All such addenda shall become a part of the RFQ 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 RFQ documents are responsible for advising the City that they have a set of RFQ documents and wish to receive subsequent Addendums by contacting the City contact person listed in this RFQ.
- **IRREGULARITIES.** City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Manager.
- **NON-DISCRIMINATION.** Consultant represents and warrants that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy-related condition, political affiliation or opinion, age or medical condition.
- **NON-EXCLUSIVE.** Should the City make an award, the successful consultant will enter into a NON-EXCLUSIVE professional services agreement and the City reserves the right to enter into agreements with other firms.
- **OFFERS OF MORE THAN ONE PRICE.** Consultants are NOT allowed to submit more than one cost proposal.
- **OWNERSHIP.** All data, documents and other products used or developed during the RFQ process become the property of the City upon submission. All bid proposals and documents submitted in response to this RFQ shall become the property of the City and a matter of public record pursuant to Government Code sections 6250 et seq. Proposals should not be marked as confidential or proprietary, and City may refuse to consider a proposal so marked. All Information contained within the proposals will become a matter of public record. It is the responsibility of each bidder to clearly identify any and all information contained within its bid proposal that it considers to be confidential and/or proprietary. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.
- **PROFESSIONAL SERVICES AGREEMENT.** Prior to awarding any work, the selected Consultant will be required to execute a professional services agreement (sample attached) with the City. Any proposed change to the agreement shall be identified in the response to the Request for Qualifications (RFQ) 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 RFQ 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 Qualifications are held invalid, illegal or unenforceable, they shall be severed from the Request for Qualifications and the remaining provisions shall be valid and enforceable.
- **SUBCONTRACTOR INFORMATION.** If the proposal includes the use of sub consultants, consultant must identify specific sub consultants and the specific requirements of this RFQ for which each proposed sub consultant would perform services. All sub consultant for work services must follow all required provisions of the prime contract.
- **VALIDITY.** Proposal must be valid for a period of 90 days from the due date.
- **WITHDRAWAL OF PROPOSAL.** Consultants' authorized representative may withdraw Proposals only by written request received by this RFQ contact personal before the Proposal Submittal Deadline.
- **BUSINESS LICENSE.** The selected firm(s) must obtain a City of Hermosa Beach Business license and maintain a current certificate of insurance with the City for the duration of the Professional Service Agreement.





## 2. Scope of Work

### 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 2018, the City of Hermosa Beach had an estimated population of 19,673. The City plays host to several major special events held throughout the year and visitors can increase the population to over 100,000 people on an average summer weekend.

Hermosa Beach contains:

- 19 parks that vary in sizes;
- Community theatre, historical society museum, senior center, after school programming, and classroom facilities;
- Recreation and community center, Museum, Senior center, Restroom facilities;
- Civic Center including City Hall, Police Department, Library, and Fire Station;
- Parking facilities including a parking structure;
- Recreational buildings available for meetings and rentals;
- Corporate Yard, and various structures.

### 2.2 Project Goals

The City of Hermosa Beach is seeking proposals from qualified firms to provide Engineering Design Services for Utilities (Sewer, Storm Drain) to achieve the following goals:

- Leverage the vision and goals of the recently adopted General Plan and the Community Decision-Making Tool;
- Utilize a comprehensive approach to maintain, rehabilitate and improve the City's infrastructure;
- Provide the City with a range of engineering design services to meet the City's utilities needs on an as-needed basis.

### 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:

- [PLAN Hermosa, the City's Comprehensive General Plan and Local Coastal Program](#), adopted August 2017
- [PLAN Hermosa Environmental Impact Report](#), certified August 2017
- [Hermosa Beach 2019/20 Capital Improvement Program](#), adopted June 2018



## 2.4 City Proposed Scope of Services

*The Scope of Work shall include, but not be limited to the following tasks:*

1. Complete the design of a variety of projects, which may include sewer, stormwater, storm drain, pump stations, water quality, infiltration, feasibility study, and other civil projects. Design includes plans, specifications, and engineer's construction cost estimate. The Consultant shall contact manufacturers and/or contractors to verify the engineer's estimate prior to submitting to the City. Specifications shall be prepared in Microsoft Word and an electronic copy of the final version shall be furnished to the City. The City will provide the specification boiler plate to the Consultant.
2. Prepare all documentation required to obtain permits from any and all agencies having jurisdiction of the project.
3. Conduct an environmental assessment as needed for each project and prepare all documentation required to comply with the California Environmental Quality Act (CEQA).
4. Provide all field survey and topographic work necessary to complete the design effort. Design level survey and base mapping of the project site shall be prepared in US Customary English units by a California licensed Land Surveyor in accordance with the City guidelines and in AutoCAD Computer Aided Design and Drafting (CADD) format. The horizontal datum shall be NAD 83 and the vertical datum shall be NAVD 88.
5. Research existing records of utility companies and agencies and coordinate the proposed improvements with existing field conditions. Including relocation of any Involved Utility facilities (Vaults, Vents, or underground structures that may be in conflict).
6. All preliminary and bid sets of plans shall be plotted on bond using the AutoCAD program. All drawings shall be completed per the City of Hermosa Beach CADD Standards.
7. All original plan sheets, the title sheet of the specifications, calculations, and reports shall be signed and stamped by the Consultant's licensed (current through the remainder of the contract) professional engineer responsible/ in charge of the project. These signed originals will then become the property of the City.
8. The Consultant shall provide support services as needed during the bidding and construction phases of the project, including:
  - A. The Consultant shall respond to bidder inquiries during the bidding process, including preparation of any addenda. Upon award of the construction contract, the Consultant shall attend the pre-construction meeting.
  - B. The Consultant shall review and approve all submittals as needed and shop plan drawings required supporting the construction contract. The Consultant shall complete shop drawings reviews within one (1) week of receipt.
  - C. The Consultant shall respond to written Requests for Information (RFI) as needed to provide clarification or resolve discrepancies in the contract documents. Responses shall be completed within three (3) working days.
9. Upon the completion of construction, record drawings plans shall be submitted to the City. The Consultant shall incorporate all changes to the plans electronically with all necessary revision notations. Once plans have been updated, a signed set of record drawings mylars shall be submitted to the City with an electronic copy (in AutoCAD and pdf formats properly labeled) of the final record drawings via CD or e-mail.
10. The Consultant shall monitor the project progress, maintain project files, and control the quality of the work performed as needed.



11. Attend any and all meetings with the City staff as required.
12. Coordinate plan check, design topics, permits and any other issues with the City, other Agencies, and all utility companies as required. The Consultant shall be the liaison with affected agencies.
13. The Consultant shall be responsible for reviewing and approving addenda and clarifications to plans and specifications.
14. The appropriate consultant/firm responding to this RFQ must be able to provide "all" of the designated services not individual services only.

### ***Description of Required Services***

- All reports shall conform to criteria, policies, procedures and standards of Caltrans, APWA and the City, and shall be made available to the City at stages specified in the milestone schedule and upon request.
- Construction plans shall adhere to City of Hermosa Beach Standard Construction Drawing standards. The Consultant shall produce, at the Consultant's sole cost and expense, blank reproducible sample plan sheets and any needed standard drawings. Standard drawings and standard plans shall be incorporated into the Contract Plans where applicable.
- The Consultant shall be in responsible charge for the accuracy and completeness of the reports, plans, specifications and estimates prepared and shall check all such materials accordingly. The plans will be reviewed by the City for conformity with the requirements of the Agreement. Reviews by the city do NOT include detailed review or checking of design or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of Consultant.
- Each plan sheet shall bear the State of California Registered Professional Engineer registration seal within signatures, license number and registration certificate expiration date of the Engineer who is in responsible charge for developing the plan. Each plan sheet shall be signed by the engineer who performed the independent plan check.
- All preliminary and bid sets of plans shall be plotted on bond or velum using the AutoCAD program.
- All original plan sheets, the title sheet of the specifications, calculations, and reports shall be signed and stamped by the Consultant's licensed professional engineer in responsible-charge of the project. These signed originals will then become the property of the City.
- The Consultant has total responsibility for the accuracy and completeness of the plans and related designs, specifications and estimates prepared and shall check all such materials accordingly. The plans will be reviewed by the City for conformity with the requirements of the Agreement. Reviews by the city do NOT include detailed review or checking of design or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of Consultant.
- The plans, specifications, estimates, calculations, and other documents furnished under the Agreement shall be of a quality acceptable to the City and State. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked, and dated and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that of similar types produced by the State and set forth in related Caltrans manuals. The Consultant shall modify its work as necessary to meet the level of acceptability defined by the criteria above.



- The Consultant shall have a quality control plan in effect during the entire time work is being performed under the Agreement. The Quality control plan shall establish a process whereby plans are independently checked, corrected and back checked, and all job related correspondence and memoranda dated and received by affected persons and then bound in appropriate job files.
- Electronic files for all construction details and calculations shall be submitted at the end of the contract or when requested by the City.
- All electronic software developed, databases generated, spreadsheets and intellectual properties developed during the life of the Agreement shall become the property of the City.
- Consultant shall carry out the instructions received from the City and shall cooperate with the City and other involved agencies.
- Consultant or its sub consultants shall not incorporate in the design any materials or equipment of single or sole source origin without written approval of the City.
- Once plans have been updated, a signed set of as-built mylars shall be submitted to the City with an electronic copy (in AutoCAD and pdf formats) of the final as-built drawings via CD or e-mail.
- Coordination with the City, other consultants and other involved agencies will be required to achieve compatible designs, phasing of construction with existing or designed conditions, and timely delivery of the contract PS&E. Coordination may include, but not be limited to, coordination with Caltrans, FHWA, Regional Water Quality Control Board and other agencies.

### **Construction Plans**

- **60% Detail Plans, Specifications, and Estimate (Unchecked Details)**

Unchecked plan details shall consist of 60% design and detailed plans ready for the independent design check.

Three sets (3) full size (24"x36") of design plans. The following submittals may be submitted electronically: draft SSP, preliminary quantities and estimates, pay item list, and design calculations.

- **100% Detail Plans, Specifications, and Estimate**

The Consultant shall submit the following documents for review and approval: Three sets (3) full size (24"x36") signed and sealed prints of checked design Electronic copies of Special Provisions

Electronic copies of cost estimate and check quantity calculations.

Electronic copies of design calculations.

Electronic copies of design check calculations.

Other reports as needed by the City of Hermosa Beach



The City will review and comment on the detail Plans, Specifications, and Estimate package as soon as possible. The turnaround goal is within four (4) weeks of receipt of the complete detail Plans, Specifications, and Estimate package. One (1) copy of those documents with comments will be returned to the Consultant.

### ***Final Detail Plans, Specifications, and Estimate***

The Consultant shall submit the following documents for review and approval:

Electronic sets of signed final design plans

Electronic copies of signed final specifications

Electronic copies of final cost estimate and final quantity calculations  
Electronic copies of final design calculations

Electronic files in its original format and in PDF of all plans, specifications, and estimates

### ***Manuals/Standards***

- Where applicable, engineering design of all project improvements shall be compatible and in accordance with the following as applicable:
- Caltrans Highway Design Manual
- Caltrans Standard Plans
- Caltrans Standard Specifications
- Los Angeles County Hydrology Manual
- American Public Works Association Standard Specifications for Public Works Construction  
American Public Works Association Standard Plans
- American Water Works Association City of Hermosa Beach Standard Plans
- It will be the responsibility of the Consultant to verify that it has received the latest version or update of these documents.
- Plans for the improvements on the State Highway shall be prepared in accordance with Caltrans recommended practice for detailing and scope of work. Caltrans Standard plans shall be utilized where applicable and may be called out on the plans as reference.
- Local street improvement and utility plans shall adhere to City of Hermosa Beach Standard Plans and the Standard Specifications for Public Works Construction. Plans shall be computer drafted in AutoCAD compatible format and shall adhere to the current City of Hermosa Beach Public Works Department CAD standards.
- The Consultant's work will be subject to inspections by representatives of the City, County, State and FHWA.
- The American Society for Testing and Materials (ASTM)
- Other standards as applicable.



## 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:

ON-CALL ENGINEERING DESIGN SERVICES FOR  
UTILITIES (SEWER, STORM DRAIN) (RFQ 20-02)  
City of Hermosa Beach  
City Clerk Office  
Attn: Andrew Nguyen  
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".

Proposers shall submit **one digital copy** of the proposal and **one digital copy** of the fee schedule in one USB drive.

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. Proposals shall be no more than 50 total pages (25 double-sided pieces of paper) inclusive of the cover letter and all required forms.

### 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 RFQ instructions, responding to the RFQ 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 RFQ.

#### 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, contact information, summary statement of professional qualifications, and statement of understanding of the scope of work.



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

### 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 timelines. In this section, proposers should include their recommended approach to providing the requested professional services and tasks noted in the Scope of Services in the RFQ. The approach to the work plan shall be of such detail to demonstrate the proposer's ability to accomplish project objectives. This section should also





include proposed approaches and techniques to engagement of community and stakeholders in the process of developing projects.

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

Additional services: Consultant shall provide the City with any additional services that the firm can provide.

### **Roles and Responsibilities for City Staff**

Proposer should summarize any services NOT provided by their firm that are listed in the Scope of Work. Consultant shall also list any resources, City assistance or other items expected to be provided by City, "Work to be Performed or Provided by the City". Consultant may additionally itemize those services which are further beneficial 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 projects is close coordination and communication between the City, community, and the selected consultant. In this section, proposers should provide information on scheduling, and describe the firm or project manager's approach to communications and quality assurance/quality control.

### **Communications Approach**

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

### **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 to the services requested to demonstrate the firm's depth of experience and familiarity with similar projects. For each project, please include the following information, at a minimum:

- Year started and completed (if relevant)
- Contracting Agency + Department
- Project Description



- Key Personnel Assigned
- Contract Value

## References

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

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

## Experience and Qualifications of Key Personnel

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

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

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

## Assignment of Key Personnel

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

After contract execution the Consultant should not substitute key personnel (project manager and others listed by name in the proposal) or sub-consultants without prior written approval from the local agency. The consultant must request and justify the need for the substitution and obtain approval from the agency prior to use of a different sub-consultant on the contract. The proposed substituted person must be as qualified as the original, and at the same or lower cost for 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 RFQ. (See section 6.3.1)
- **Non-Collusion Affidavit.** Proposer is required to sign and submit the Non-Collusion Affidavit. (See section 6.3.2)
- **Compliance with Insurance Requirements.** Consultant shall demonstrate the willingness and ability to submit proof of the required insurance coverage as set forth in the Sample Professional Services Agreement. (See section 6.3.3)
- **Acknowledgement of Professional Services Agreement.** Consultant shall demonstrate willingness and ability to comply with the City's Sample Professional Services Agreement and/or indicate any exceptions to the Professional Services Agreement. (See section 6.3.4)

### 3.2.7 Fee Schedule

Printed fee schedule shall be submitted in a separate sealed envelope with the proposal, labeled "Fee Schedule" and indicate the firm's name. Electronic copies of the fee schedule needs to be submitted in an an USB drive, clearly named "Fee Schedule" provided in a separate, clearly marked "cost proposal" envelope.

Consultant should provide the fee schedule for the duration of the agreement to successfully fulfill the Scope of Work detailed in this RFQ. 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 Fee Schedule should identify project team members, and hourly billing rates. The fee schedule should also include any direct costs such as travel, equipment, printing/materials.

The fee schedule 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 fee schedule, but the City may make award(s) in the best interests of the City after all factors are considered, including, but not limited to, the demonstrated competence, experience and professional qualifications of the Proposer. Evaluation scores will not be released until after award of proposal, if one is made.

Following the review of RFQs 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

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

Proposals will be evaluated on the basis of their response to all provisions of this RFQ. 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 City's particular issues and needs.
- Incorporation of innovative and/or creative approaches for providing the services that will maximize efficient, cost-effective operations or increased performance capabilities.
- Evidence of the team's ability to work collaboratively with other members of a multi-disciplinary team in a complex and dynamic working environment.



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

**Relevant Experience & Expertise (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 responsive timeframe to assign tasks.
- Evidence of the team's ability to successfully deliver project tasks and deliverables within the identified project budget and minimize cost overruns.

**Administration (10%):**

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



## 5. Contract Expectations

### 5.1 Contract Period

The City anticipates the contract term would begin around April 1, 2020 and would include an initial term of two years, with the option for up to three (3) one-year extensions of the contract.

### 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

Approximately 30 days prior to the end of each term, a meeting may be held between the consultant(s) and the City of Hermosa Beach staff to conduct a performance review, revise the scope and/or language of the agreement, and confirm consultant rate schedules. The initial agreement and each renewal will require City Council approval.

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 task order for each project resulting from this on-call contract will be set up as a not to exceed rate to be billed monthly based on hours worked. The invoices shall reference the project title, and must list the charges by task, worker classification, hours, billing rate, and totals. 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.

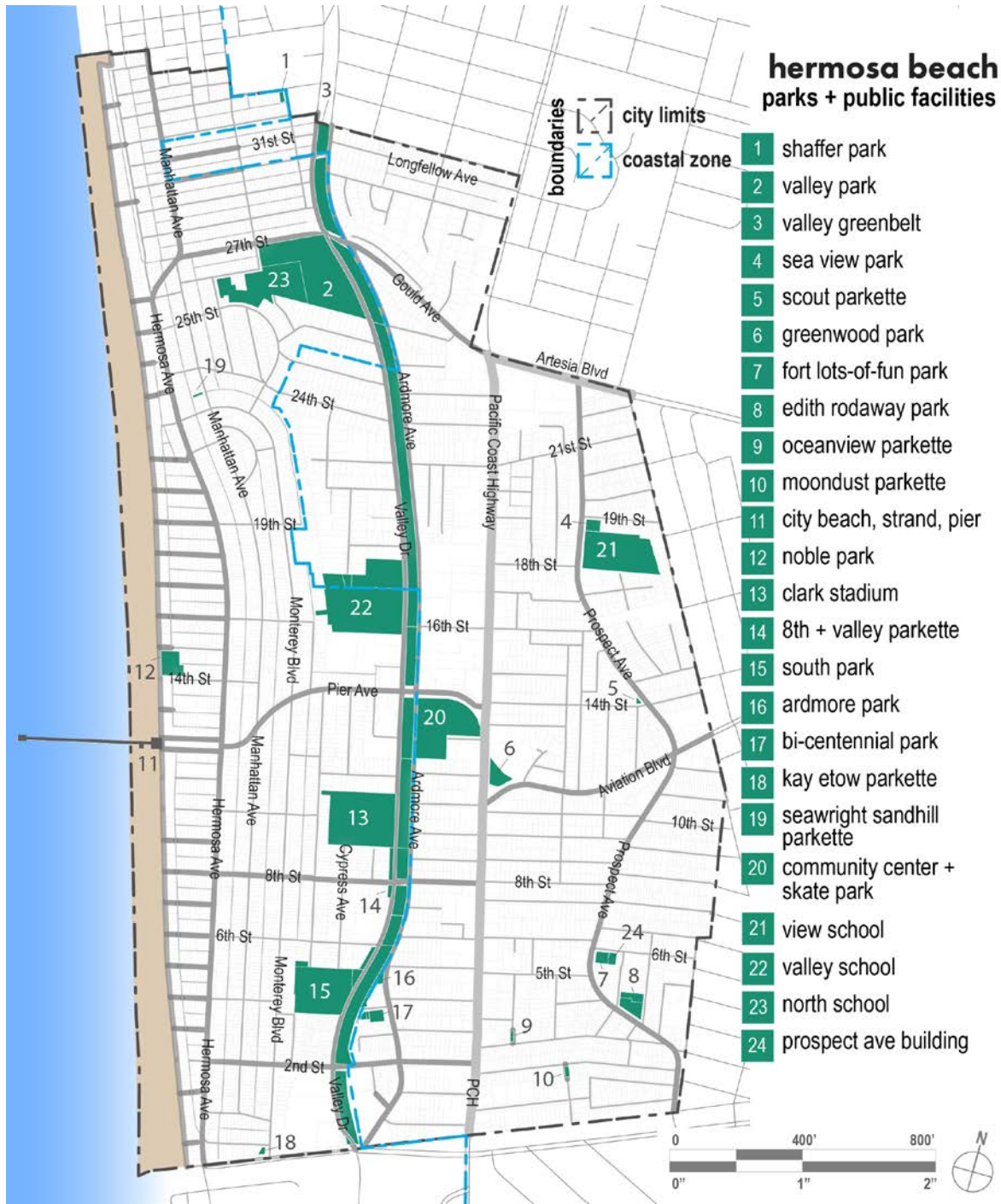




## 6. Attachments and Required Forms

### 6.1 Maps

#### 6.1.1 City Map







## 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 \_\_\_\_\_, 2020, 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 10 th 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 it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.
15. AUDIT OF RECORDS. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.



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

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

17. INSURANCE REQUIREMENTS.

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

1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.
2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
4. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, or 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 herein above written.

CITY OF HERMOSA BEACH

CONSULTANT

\_\_\_\_\_  
MAYOR

By: \_\_\_\_\_  
TITLE

ATTEST:

\_\_\_\_\_  
Tanesha Hudson, City Clerk

\_\_\_\_\_  
Taxpayer ID No.

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Jenkins , City Attorney



## 6.3 Required Forms

### 6.3.1 Certification of Proposal

RFQ #: \_\_\_\_\_

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

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 RFQ.
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 RFQ 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

RFQ #: \_\_\_\_\_

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 RFQ.
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, RFQ 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

RFQ #: \_\_\_\_\_

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

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

RFQ #: \_\_\_\_\_

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:

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Signature of Authorized Representative:

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Printed Name and Title:

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