



City of Hermosa Beach

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

August 6, 2020

REQUEST FOR PROPOSALS (RFP) FOR:

Zoning and Subdivision Ordinance Update
RFP 20-05

Community Development Department

NOTICE IS HEREBY GIVEN that the City of Hermosa Beach Community Development Department is seeking proposals from qualified individuals or firms to prepare a comprehensive update to Title 16 "Subdivision" and Title 17 "Zoning" of the Hermosa Beach Municipal Code. Proposer(s) must have the expertise, experience and demonstrable resources available to perform the work described in the RFP. The RFP is also posted on the City's website at the following location: <https://www.hermosabeach.gov/our-government/city-clerk/bids-and-proposals>.

Description of Project

The selected firm will update the City's Zoning and Subdivision Ordinance to implement the City's General Plan, put the City at the forefront of best planning practices, and comply with legislative mandates.

RFP Timeline

RFP posted	August 6, 2020
Deadline to submit written questions	August 20, 2020 at 3:00 PM
Posting of responses to questions	August 25, 2020
Deadline to submit proposals	September 8, 2020 at 3:00 PM
Interviews (if needed)	Week of September 22, 2020
Tentative award	October 13, 2020

Submittal Procedures

Due to the ongoing COVID-19 pandemic, the City of Hermosa Beach will only accept proposals submitted electronically for this RFP. Proposals shall be in PDF format and submitted via email to the project manager at krobertson@hermosabeach.gov. The email shall contain "Proposal for the Zoning and Subdivision Ordinance Update" in the subject line. 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 **Ken Robertson, Community Development Director** at krobertson@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 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 Community Development Department is seeking proposals from qualified individuals or firms to provide a comprehensive update to the City's Zoning and Subdivision Ordinances. Proposer(s) must have the expertise, experience and demonstrate resources available to perform the work described in the RFP.

1.2 RFP Timeline

RFP posted	August 6, 2020
Deadline to submit written questions	August 20, 2020 at 3:00 PM
Posting of responses to questions	August 25, 2020
Deadline to submit proposals	September 8, 2020 at 3:00 PM
Interviews (if needed)	Week of September 22, 2020
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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.

As of January 1, 2019, the City of Hermosa Beach had an estimated population of 19,847. With a land area of 1.4 square miles, Hermosa Beach has a high population density, with approximately 14,176 people per square mile.

In August 2017, the City of Hermosa Beach adopted a comprehensive General Plan update and Coastal Land Use Plan (PLAN Hermosa), which sets forth the goals and policies to guide the City's growth for the next 25 years. This was the City's first comprehensive update to the General Plan in 37 years and included nearly four years of visioning, community engagement, and policy development.

Title 16 of the Hermosa Beach Municipal Code contains the Subdivision Ordinance and Title 17 of the Hermosa Beach Municipal Code contains the Zoning Ordinance.



2.2 Project Goals

The City of Hermosa Beach is seeking proposals from qualified firms to prepare a comprehensive update to the City's Zoning and Subdivision Ordinances to implement the policies of PLAN Hermosa, incorporating sustainable methods, placing the City at the forefront of best planning practices, and complying with legislative mandates.

The City's current zoning code has not been comprehensively updated for decades. The goals of this project are to comprehensively update the Zoning and Subdivision ordinances to:

- Implement Plan Hermosa policies;
- Simplify to administer and enforce;
- Contain user-friendly and added graphics to improve readability;
- Reflect recent changes resulting from legal decisions and changes to state laws;
- Create a transparent, predictable and consistent process.

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: <https://www.hermosabeach.gov/our-government/community-development/plan-hermosa>
- Hermosa Beach Municipal Code: <https://www.codepublishing.com/CA/HermosaBeach/>
- The Zoning Code Assessment was completed earlier this year. This report provided a detailed analysis of the constraints of the current code and proposes a recommended format, content, and organization of the new zoning code.
- *Please note: the City is currently preparing a separate title to the Hermosa Beach Municipal Code to address California Coastal Act and Local Coastal Program requirements for the 43% of the City that falls within the Coastal Zone.*

2.4 City Proposed Scope of Services

The update to the Zoning and Subdivision Ordinance Update 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.



Task 1 - Project management and coordination: Manage project and coordination activities, including coordination of subconsultants and administrative tasks. Firms should be creative in proposing a team approach that demonstrates a thorough understanding of regulatory and technical requirements for Zoning Codes while responding to the City's unique qualities and issues. Proposals should include a lead with extensive comprehensive city planning and land use experience.

Recommended minimum deliverables:

- monthly project management meetings between consultant and City staff
- agenda and meeting summary of monthly meetings

Task 2 - Project initiation: Kick off project including establish project management and communication protocols, lead kickoff meeting with City staff, attend tour of the City with City staff, refine scope of work, and project schedule. Please note due to COVID-19 concerns, this meeting is likely to be held virtually.

Recommended minimum deliverables:

- refined scope of services, budget, and project schedule
- agenda and meeting summary for kick-off meeting

Task 3 - Public engagement: The consultant shall prepare and implement a program for public engagement to encourage comprehensive public participation throughout the process, identifying different outreach phases with goals, objectives, programming, and a proposed budget. Public engagement approaches should seek to provide inclusive engagement, clarify community values, collect meaningful data, and ultimately turn community input into community ownership of the process and plan. The consultant shall be responsible for preparing all presentation materials for any workshops and meetings. The City will maintain a project website for the zoning code update. The consultant shall provide all outreach materials to the City for posting on the website.

Recommended minimum deliverables:

- public engagement program
- web and social media-based information sharing platform
- materials for events and meetings including large-scale graphics
- stakeholder interviews
- two (2) community meetings
- public engagement (visioning) summary report

Task 4 - Planning Commission and City Council workshops: In addition to the public engagement process, consultant shall facilitate workshops with the Planning Commission and the City Council. The purpose of the workshops is to present constraints, programs, and policies to the Planning Commission and City Council, to allow feedback, and to obtain support.

Recommended minimum deliverables:

- attendance and materials for one (1) Joint City Council/Planning Commission workshop
- attendance and materials for one (1) Planning Commission workshop
- attendance and materials for one (1) City Council workshop

Task 5 - Draft Zoning and Subdivision Ordinance: The Consultant will be required to prepare and submit an Administrative Draft Zoning and Subdivision Ordinance for Staff review and comment. Once Staff has reviewed and commented on the draft, the Consultant will modify the



Administrative Draft as directed. Upon approval of the Administrative Draft, the Consultant will then prepare a Public Review Draft for the City to provide to the City Council, the Planning Commission and the general public for review and comment.

Part of this task will be to identify parcels in the Zoning Map with inconsistent land use designations and zone classifications. The consultant should recommend changes to the zoning map to bring all parcels into consistency with their land use designation or recommend amendments to the General Plan as needed.

Recommended minimum deliverables:

- electronic copy of administrative draft Zoning and Subdivision Ordinance in Microsoft Word format
- electronic copy of public review draft Zoning and Subdivision Ordinance in Microsoft Word and PDF formats

Task 6 - CEQA compliance: The Consultant shall prepare the necessary California Environmental Quality Act (CEQA) document(s) required for adoption of the zoning code. The Consultant should be able to tier-off of the recently completed Plan Hermosa EIR and prepare either a letter of consistency or addendum. If higher level of CEQA review is recommended, please provide a justification for that level of review. Consultants may partner with an environmental sub-consultant if they do not have the expertise in-house.

Recommended minimum deliverables:

- electronic copy of required noticing and filing, scoping meeting materials, draft and final project descriptions in Microsoft Word and PDF formats
- electronic copy of Administrative Draft, Public Review Draft, and Final EIRs in Microsoft Word and PDF formats

Task 9 - Public hearings: Staff anticipates that two public hearings will be required before the Planning Commission and two public hearings will be required before the City Council to adopt the Final Zoning and Subdivision Ordinances.

Recommended minimum deliverables:

- attendance and material for two (2) Planning Commission hearings
- attendance and material for two (2) City Council hearings

Task 10 - Final Zoning and Subdivision Ordinances: Consultant shall prepare the final Zoning and Subdivision Ordinances, including any changes that occurred during the public hearings.

Recommended minimum deliverables:

- electronic copy of final Zoning and Subdivision Ordinance in Microsoft Word and PDF formats

Optional Task- Web-Based Zoning Code: The Consultants may propose a new web-based approach to the zoning code that would enable more graphics, have a more user-friendly layout and allow for easy navigation. This optional task would include formatting the code to make it web ready.



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 Consultant
2. Prepare and execute Agreements with all entities.
3. Schedule times and facilities reservations for meetings and workshops.
4. Upon contract award, City will provide copies of available records.
5. Act as liaison with the appropriate decision-making bodies.

3 Proposal Submittal Instructions

3.1 Proposal Format

Due to the ongoing COVID-19 pandemic, the City of Hermosa Beach will only accept proposals submitted electronically for this RFP. Proposals shall be in a single file PDF format and submitted via email to the project manager at krobertson@hermosabeach.gov. The email shall contain "Proposal for the Zoning Code Update" in the subject line. The cost proposal shall also be submitted in the same email, but as a **separate** single file PDF attachment.

All proposals shall be formatted to standard 8.5" by 11" paper. Exhibits may be formatted to 11" by 17" paper as needed. All pages should be numbered and identified sequentially by section. Proposals shall be no more than 30 total pages inclusive of the cover letter and all required forms and should 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, 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

The 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 federal, state, county and local requirements, and other industry standards applicable to the project or services to be provided.

Organizational Chart

The 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. The 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, virtual meeting). 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 and/or adopted and State certified (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



- Dates of project or services provided
- Status of the project of services provide (in-progress, completed, adopted, etc.)

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, including subconsultant if used. This section should clearly identify the day-to-day project manager for the Project. The 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

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

Electronic copies of the cost proposal shall be submitted in the same email as the proposal, but shall be 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.

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 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, county, 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 will be established following submittal of proposals and be based on a reasonable amount of time needed to complete the work.

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 as a fixed fee with a not to exceed rate to be billed monthly basis. Invoices are to be submitted monthly. 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 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 HERMOSA BEACH, a general law city and 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 CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 attorney's 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 attorney's 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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:

City Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

Michael Jenkins , City Attorney





6.2 Required Forms

6.2.1 Certification of Proposal

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

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:

6.2.2 Non-Collusion Affidavit

The undersigned declares states and certifies that:

1. This proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
2. This proposal is genuine and not collusive or sham.
3. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in 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:



6.2.3 Compliance with Insurance Requirements

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:

6.2.4 Acknowledgement of 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.

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:
