

REQUEST FOR QUALIFICATIONS NO. 24-002
ON-CALL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING SERVICES
IN THE CITY OF HERMOSA BEACH, CALIFORNIA



CITY OF HERMOSA BEACH
Department of Public Works
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RFQ NUMBER: **24-002**
RFQ TITLE: **ON-CALL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING SERVICES**

REQUESTING DEPARTMENT: Public Works – Engineering Division
RELEASE DATE: Tuesday August 13, 2024
DUE DATE: **Wednesday August 28, 2024 @ 3:00 p.m. PST**

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

RFQ# 24-002, ON-CALL TRANSPORTATION PLANNING AND TRAFFIC ENGINEERING SERVICES

Statements of qualification must be submitted as PDF via the PlanetBids Portal (pbsystem.planetbids.com/portal/51313/portal-home) and will be received until 3:00 p.m. PST, Wednesday, August 28, 2024.

Statements of qualification 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.

All questions regarding the content of the RFQ may be emailed to Andrew Nguyen at anguyen@hermosabeach.gov or submitted on the PlanetBids Portal.

All responses to questions will be transmitted via the Planetbids Portal.

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1 Introduction

1.1 Invitation for Qualifications

The City of Hermosa Beach (“City”) is seeking Statements of Qualifications from qualified individuals or firms (“Consultant”) to provide on-call transportation planning and traffic engineering services. The selected Consultants would assist the City’s Public Works Department with transportation planning and/or traffic engineering services which the City can utilize on an as-needed basis to assist with the implementation of the City’s transportation and traffic goals, objectives, and performance standards to meet current and long-term needs. Consultants must have the expertise, experience, and demonstrated resources available to perform the work described in this Request for Qualifications (“RFQ”).

The City intends to enter an agreement with up to four (4) qualified consultants (or teams of consultants) for the requested services in an amount not to exceed \$1,000,000 for a period of five years. The City anticipates a contract start date around October 1, 2024.

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

1.2 RFQ Timeline

RFQ posted	August 13, 2024
Deadline to submit written questions	August 20, 2024 – 5 PM PST
Posting of responses to questions	August 21, 2024 – 5 PM PST
Deadline to submit qualifications	August 28, 2024 - 3 PM PST
Interviews for selected firms if the City wishes to do so	TBD
Tentative award	September 24, 2024

1.3 Submittal Procedures

Respondents shall submit **one copy** of the statement of qualification and **one copy** of the rate schedule in PDF format (separate files) on the PlanetBids Portal.



No responses will be accepted after the listed date and time. The format, content, and procedures for submitting a statements of qualification are provided in further detail within the RFQ (see **Section 3**).

1.4 Contact

All questions regarding the content of the RFQ shall be submitted in writing by email to Andrew Nguyen at anguyen@hermosabeach.gov or submitted on the PlanetBids Portal.

All responses to questions will be transmitted via the Planetbids Portal.

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 statement of qualifications in response to this RFQ.
- Submitting that response 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 responses 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 responses or their components. Should it be necessary for the City to issue addendums to this RFQ during the advertisement period, the City will post addendums to the PlanetBids Portal. It is the responsibility of all



prospective respondents to check PlanetBids regularly to see whether any addenda or supplemental materials have been issued. Statements of qualifications shall acknowledge that the consultant is aware of all addendums which have been issued and has incorporated their provisions in their response by completing the Certification of Qualifications 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 statement of qualifications and list them as additional services.
- **AUTHORIZED SIGNATURES.** Every statement of qualifications 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 statement of qualifications on behalf of a consultant shall provide a current power of attorney certifying the agent's authority to bind the consultant.
- **AWARD OF QUALIFICATIONS.** 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 statement of qualifications after consideration of all criteria.
- **COMPLIANCE WITH LAWS.** All statement of qualifications shall comply with current federal, state, and other laws relative thereto.
- **CONFLICT OF INTEREST.** By signing the Certification of Qualifications , 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 statement of qualifications or any work connected with this statement of qualifications. Should any agreement be approved in connection with this RFQ, 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 statement of qualifications 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 statement of qualifications for the same work unless alternate statement of qualifications are called for. Reasonable grounds for believing that any consultant is interested in more than one statement of qualifications for the same work will cause the



rejection of all statement of qualifications for the work in which a consultant is interested. Consultants shall submit as part of their statement of qualifications 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 statement of qualifications 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 statement of qualifications. 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 statements, 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 or submitted on the PlanetBids Portal. Proposers may not contact any other staff members with questions. The requesting party is responsible for prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the 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 through the PlanetBids online portal. Any prospective consultants who obtained a set of RFQ documents from the PlanetBids online portal are responsible for checking PlanetBids to verify if any subsequent Addendums were issued.
- **IRREGULARITIES.** City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Manager.
- **NON-DISCRIMINATION.** Consultant represents and warrants that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital



status, physical condition, pregnancy or pregnancy-related condition, political affiliation or opinion, age or medical condition.

- **NON-EXCLUSIVE.** Should the City make an award, the successful consultant will enter into a NON-EXCLUSIVE professional services agreement and the City reserves the right to enter into agreements with other firms.
- **OFFERS OF MORE THAN ONE PRICE.** Consultants are NOT allowed to submit more than one rate schedule.
- **OWNERSHIP.** All data, documents and other products used or developed during the RFQ process become the property of the City upon submission. All 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. Statement of qualifications should not be marked as confidential or proprietary, and City may refuse to consider a statement of qualifications so marked. All information contained within the statement of qualifications will become a matter of public record. It is the responsibility of each bidder to clearly identify any and all information contained within its statement of qualifications 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 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 OPENING/PUBLIC RECORDS ACT.** Statement of qualifications 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 statement of qualifications is not disclosed to other Consultants. Prices and other information concerning the statement of qualifications shall not be disclosed until a recommendation for award is made to the awarding authority.
- **PUBLIC RECORD.** All statement of qualifications submitted in response to this RFQ will become the property of the City upon submittal and a matter of public record when the City selects a proposer for recommendation to the City Council for its consideration pursuant to applicable law.
- **REPRESENTATIONS.** Consultant understands and acknowledges that the representations made in their submitted statement of qualifications are material and important, and will be relied on by the City in evaluation of the statement of



qualifications . Consultant misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the statement of qualifications.

- **SEVERABILITY.** If any provisions or portion of any provision, of this RFQ are held invalid, illegal or unenforceable, they shall be severed from the RFQ and the remaining provisions shall be valid and enforceable.
- **SUBCONTRACTOR INFORMATION.** If the statement of qualifications includes the use of subconsultants, consultant must identify specific subconsultants and the specific requirements of this RFQ for which each proposed subconsultant would perform services. All subconsultant for work services must follow all required provisions of the prime contract.
- **VALIDITY.** Statement of qualifications must be valid for a period of 90 days from the due date.
- **WITHDRAWAL OF STATEMENT OF QUALIFICATIONS.** Consultants' authorized representative may withdraw statement of qualifications only by written request received by this RFQ's contact person before the 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 Services

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 is thriving, and engaged community, with some 20,000 residents and draws a high number of visitors to its beaches and downtown.

Governed by a five-member City Council with members elected at large, Hermosa Beach operates under the council/city manager form of government as a general law city. Like the community, the Council is informed, educated, and engaged. The programs and services provided by the City are accomplished through eight City departments: City Clerk, City Manager, Community Development, Community Resources, Finance, Human Resources, Police, and Public Works.

2.2 Description

The Public Works Department is responsible for engineering and oversight of the City's Capital Improvement Program (“CIP”), maintenance of City facilities and parks, public counter services including plan check and permit issuance; managing and maintaining the public right of way, storm drains and sewers; utility districts and utility coordination, and a wide variety of other programs and services. In support of these efforts, the City is seeking Statements of Qualification from qualified consultants, or team of consultants, (“Consultant”) to provide on-call transportation planning and/or traffic engineering services. The selected Consultant would assist the City's Public Works Department on as-needed work in support of the Department's programs, plans, and services. Consultants must have the expertise, experience, and demonstrated resources available to perform the work described in this RFQ.

The City intends to enter an agreement with up to four (4) qualified consultants (or teams of consultants) for the requested services in an amount not to exceed \$1,000,000 each for a period of five years. The City anticipates a contract start date around October 1, 2024.

This RFQ does not require consultants to address any specific projects or task orders. As work is identified, the City will solicit proposals from one, or more, on-call firms. The designated Consultant(s) shall then provide a cost proposal, fee, and a schedule per each task order issued by the City. A task order will then be negotiated and executed between the City and the selected firm. Compensation will be made on one of the following methods of payment:



- Lump Sum;
- Time and materials with a not-to-exceed limit agreed upon by both the Consultant and City before work begins; or
- Combination of the two methods above.

Please note that being selected for an as-needed contract does not guarantee that a Consultant will be requested to submit a task order or be assigned any work. The City reserves the right to retain other consulting firms in its sole discretion when the City believes there will be an economic or other significant advantage for doing so.

2.3 General Scope of Work

The City seeks to establish a bench of transportation planning and/or traffic engineering professionals, and traffic engineering augmentation staff, for which the City can utilize on an as-needed basis.

The City seeks transportation planning professionals to assist with the implementation of the City's transportation goals, objectives, and performance standards to meet current and long-term transportation needs. The scope of work includes but is not limited to:

- Development of conceptual plans and alternatives for corridor revitalization projects, neighborhood traffic management, bikeway improvements, and other long-term capital improvements.
- Develop final design plans, specifications, and cost estimates for transportation-related projects and assist the City during construction as required.
- Preparation of studies, recommendations, and regulatory changes to assist in the expansion of transportation choices.
- Preparation of studies, recommendation, and regulatory changes to provide for the effective management of the City's parking resources and implementation of parking programs.
- Development and implementation of transportation education, engagement, and other awareness initiatives (i.e. Safe Routes to School, Bike Safety, Distracted Driving, etc.).
- Plan/project review of private development projects and prepare or peer review traffic and/or parking studies for California Environmental Quality Act documents.

The City is also seeking a part-time contract traffic engineer to augment City engineering staff and serve as the City's primary traffic engineer to assist the Public Works Department in managing the day-to-day traffic engineering needs of the City and its citizens. Prior contracts have required approximately 15 hours per week and it is expected that this position would be on-site in Hermosa Beach at least one day per week (other hours/days may be on or off-site as needed and may be adjusted by the City during the contract period to accommodate fluctuation in tasks and demand).



The position may be filled by a single project manager that can be either an individual or employee of a firm with a variety of staff resources that can be called upon for specific tasks. This position's scope of work includes but is not limited to:

- Establish a pro-active approach to identifying, evaluating, and resolving transportation related issues and assist in achieving the mobility and transportation goals identified by the City's recently updated General Plan.
- Lead the development of traffic engineering studies and reports covering speed, safety, sight distance, parking, and other issues in response to staff, commission, Council, or citizen-initiated requests.
- Represent the City at public meetings including community meetings, regional organization meetings, and meetings of the Public Works Commission or City Council.
- Collect and prepare traffic safety, volume, speed, and other required data/reports for City traffic engineering, transportation planning, or mobility needs.
- Prepare and/or review plans for the implementation or modification of traffic control devices, traffic signals, crosswalks, parking regulations, and review traffic control/transportation plans for construction projects and special events as needed.
- Provide field inspection of traffic control during both normal works hours and outside normal work hours.
- Assist staff in evaluating transportation-related requests from the community or other stakeholders.
- Other related tasks are necessary in support of the City.

Consultants may submit statements of qualifications for either transportation planning/traffic engineering services and/or traffic engineering augmentation services.

Consultants submitting statements of qualifications for traffic engineering services shall submit the resume of the proposed on-site traffic engineer.

2.4 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.

- Fiscal Year 2024-25 Capital Improvement Program, adopted 2024
- 2022 ADA Self-Evaluation and Transition Plan, adopted 2022
- Storm Drain Master Plan, adopted 2018

- Sewer Master Plan, adopted 2017
- Pavement Management Plan, adopted 2017
- PLAN Hermosa, the City's Comprehensive General Plan and Local Coastal Program, adopted 2017

3. Submittal Instructions

3.1 Format

Proposers shall submit **one copy** of the statement of qualifications and **one copy** of the rate schedule in PDF format on the PlanetBids Portal.

3.2 Content

Statement of qualifications must be concise, but with sufficient detail to allow accurate evaluation and comparative analysis. 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. Statement of qualifications shall 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

Statement of qualifications must be accompanied by a short cover letter, signed by an individual authorized to bind the proposing entity to all commitments made in the submittal. An unsigned statement of qualifications is grounds for rejection. The cover letter shall include:

- Brief introduction of the firm (or team of firms);
- Contact information for the person authorized to enter into an agreement with the City;
- Contact information for the **contract manager** that will serve as the day-to-day contact with the City. For this on-call contract, the City will expect a dedicated point person to manage all task orders; serve as the conduit of information between any task-specific project managers and subconsultants; and ensure overall quality and responsiveness.
- Concise statement of understanding of the scope of work; and
- Acknowledgement of receipt of any addendums that were issued for this RFQ.

3.2.2 Firm Profile

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

- Official 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.
- 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 Organizational Chart

Proposer shall include an organizational chart that reflects titles of key staff assigned to provide services under this statement of qualifications for the prime consultant and all subconsultants. The organizational chart should clearly identify names, titles, and professional licenses/certifications.

It is the City's requirement to have the key personnel identified in the Organizational Chart remain with the individual project during its duration. After contract execution the Consultant shall not substitute key personnel (contract manager and others listed by name in the statement of qualifications) or subconsultants without prior written approval by the City.

3.2.4 Bios of Key Staff

Proposer shall include bios of key staff identified in the organizational chart for the prime consultant and all subconsultants. The bios should indicate key relevant experience on similar projects, their areas of expertise, degrees, and any relevant professional licenses and certifications.

3.2.5 Relevant Experience and References

Proposers shall highlight their experience providing similar on-call services for other municipal clients. References for at least three (3) similar projects within the last five (5) years is required. Please include the following information, at a minimum for other similar projects:

- Name of contracting agency and department
- Description of project or services provided
- Year started and completed (if relevant)



- Key Personnel Assigned
- Name, email, and phone number for agency project manager
- Contract Value

3.2.6 Project Management Plan

In this section, proposers should detail their approach to responding to requests for as-needed work, ensuring clear communication between the Consultant's Contract Manager and the City, and oversight of task orders to ensure schedule and budget adherence and quality assurance/quality control.

3.2.7 Required Forms

Consultant shall review, acknowledge and submit the following forms:

- **Certification of Qualifications.** Consultant is required to sign and submit the Certification of Qualifications including acknowledgement that they have received and considered any addendums issued by the City in connection with this RFQ. (See Section 6.1)
- **Non-Collusion Affidavit.** Consultant is required to sign and submit the Non-Collusion Affidavit. (See Section 6.2)
- **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)
- **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 6.4)
- **Covid Vaccination Certification.** Consultant agrees to certify in writing to CITY that all employees, agents, officers and subcontractors who will be physically present in the City and have contact with City officials and employees or with the public shall be fully vaccinated from COVID-19. (See Section 6.5)

3.2.8 Rate Schedule

Rate schedules shall be submitted through PlanetBids Portal as a separate file, labeled "Rate Schedule" and indicate the firm's name. The rate schedule shall detail hourly billable rates for key staff members (including their names, titles, and licenses) and other team member categories for various other services offered by the Consultant, and subconsultants as appropriate.

Proposer must also state if rates are guaranteed for the term of the agreement or will be subject to future rate increases. Any proposed requests to change the adopted rates



annually shall not exceed the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles-Long Beach-Anaheim area for the preceding 12-month period.

Rate schedule shall also detail any other direct costs, intended to be charged to the City (e.g., travel, equipment, printing/materials).

For tasks orders paid on a time and materials basis, no mark ups will be allowed for other direct costs or subconsultant work; however, an appropriate number of hours for subconsultant oversight will be allowed.

4. Evaluation and Selection

4.1 Review Process

The City will evaluate all statement of qualifications received in accordance with the evaluation criteria. The City shall not be obligated to accept the lowest 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, if one is made.

Following the review of RFQs by the City's team, the City may, if it chooses to do so, invite short-listed consultants to be interviewed by a panel of City staff, which may include non-city personnel at the City's discretion. Discussions may, at the City's option, be conducted with the most qualified Proposer(s). 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 statement of qualifications. In conducting discussions, the City will not disclose information derived from statement of qualifications 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 statement of qualifications. 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.

Task orders resulting from this contract will be negotiated and executed between the City and the selected firm.

4.2 Evaluation Criteria

Statement of qualifications will be evaluated based on their response to all provisions of this RFQ. The City of Hermosa Beach will use the following criteria in its evaluation of statement of qualifications and the criteria will be weighed as stated:

Approach and Methods (40%):

- Demonstration of the team's ability to be responsive to the City's needs and provide a high level of customer service.
- Evidence of the team's ability to successfully deliver project tasks and deliverables, within the identified project budget and minimize cost overruns.



- 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 plan.
- A well thought-out and tailored approach to as-needed 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.

Relevant Experience & Expertise (40%):

- The consultant team's ability to dedicate a strong contract manager, knowledge with the needs of a Public Works Department, that will serve as a single point of contact for the duration of the project.
- Recent experience providing similar services for other 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.

Administration (20%):

- Billing rates and ability to comply with billing requirements.
- The extent and nature of any proposed amendments to the City's Professional Services Agreement.

Interviews or verification of references may be required with selected consultants.

5. Contract Expectations

5.1 Contract Period

The City anticipates the contract term would begin in October 2024 with an anticipated duration of 5 years

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 Attachment 1. The City Attorney or their designee retains the discretion to accept or reject proposed exceptions or modifications to the City’s Professional Services Agreement.

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

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

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

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

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

6.1 Certification of Qualifications

RFQ #: _____

The undersigned hereby submits its statement of qualifications and agrees to be bound by the terms and conditions of this Request for Qualifications ("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 statement of qualifications or any work connected with this statement of qualifications. Should any agreement be approved in connection with this RFQ, 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 statement of qualifications 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 statement of qualifications and to waive any informality or irregularity in any statement of qualifications received by the City.
5. The statement of qualifications response includes all of the commentary, figures and data required by the RFQ.
6. The statement of qualifications 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 statement of qualifications.

Signature of Authorized Representative:

Printed Name and Title:

6.2 Non-Collusion Affidavit

RFQ #: _____

The undersigned declares states and certifies that:

1. This statement of qualifications is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
2. This statement of qualifications 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 statement of qualifications and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in a sham statement of qualifications 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 rate schedule price or to fix any overhead, profit or cost element of the rate schedule 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 statement of qualifications and related documents are true.
6. I have not directly or indirectly submitted the rate schedule 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 statement of qualifications.
7. I have not entered into any arrangement or agreement with any City of Hermosa Beach public officer in connection with this statement of qualifications .
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 Compliance with Insurance Requirements

RFQ #: _____

The selected consultant will be expected to comply with the City's insurance requirements contained within this Request for Qualifications ("RFQ").

The undersigned declares states and certifies that:

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

Signature of Authorized Representative:

Printed Name and Title:

6.4 Acknowledgement of Professional Services Agreement

RFQ #: _____

The selected consultant will be expected to comply with and sign the City's Professional Services Agreement. Proposers shall identify and/or indicate any exceptions to the Sample Professional Services Agreement included as Attachment 1. The City Attorney or their designee retains the discretion to accept or reject proposed exceptions or modifications to the City's Professional Services Agreement.

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:

6.5 COVID Vaccination Certification

PLEASE PLACE LETTER ON OFFICIAL COMPANY LETTERHEAD

(Insert Date)

Suja Lowenthal, City Manager

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

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

Dear Ms. Lowenthal:

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

Respectfully,

(Insert Name)

(Insert Title)

ATTACHMENT 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 _____, 20XX, by and between the CITY OF Hermosa Beach, a general law city a municipal corporation ("CITY") and _____, a limited liability company ("CONSULTANT").

RECITALS

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

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

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



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

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

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

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

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

17 INSURANCE REQUIREMENTS.

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

1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the 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 subconsultants 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, subconsultants 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, subconsultants 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 preformed 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** USE OF LOGO. The CITY grants the CONSULTANT permission to use its name, logo and/or trademark in deliverables produced by the CONSULTANT on the behalf of the CITY, such as written reports, presentation slides, press releases, social media graphics, and other public outreach materials. The CITY's prior review of artwork and written approval is required for any use of CITY logo. CITY will provide an electronic copy of the most current logo to the CONSULTANT for use in materials. The CONSULTANT will, in turn, only use the most current logo of the CITY.
- 30** DISCLOSURE REQUIRED. (City and Consultant initials required at one of the following paragraphs)

By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be



required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials _____

OR

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

City Initials _____

Consultant Initials _____

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

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

CITY OF HERMOSA BEACH

CONSULTANT

[MAYOR/CITY MANAGER]

By: _____
NAME/TITLE

ATTEST:

Myra Maravilla, City Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

Patrick Donegan, City Attorney