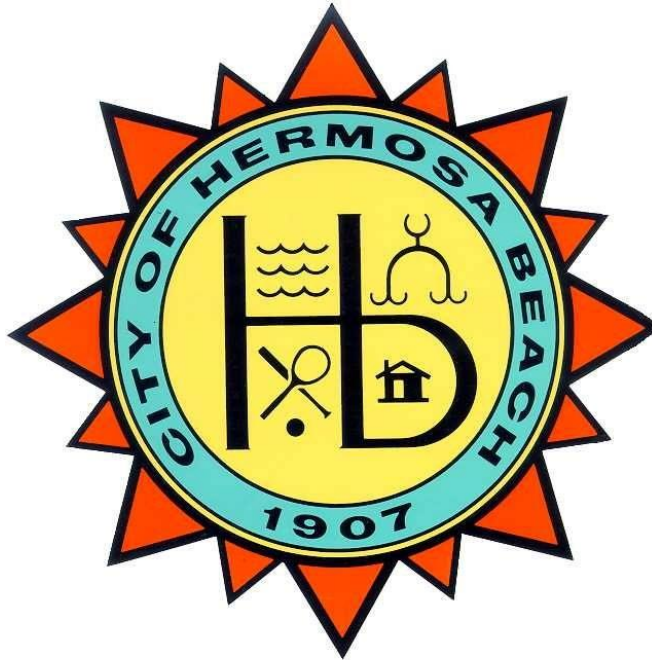


REQUEST FOR PROPOSALS (RFP) NO. 17-04

PROFESSIONAL ENGINEERING DESIGN SERVICES FOR HERMOSA BEACH GREENBELT INFILTRATION PROJECT IN THE CITY OF HERMOSA BEACH, CALIFORNIA



CITY OF HERMOSA BEACH

Andrew Brozyna, P.E.

Director of Public Works/City Engineer

1315 Valley Drive

Hermosa Beach, CA 90254

(310) 318-0210

RFP DATES

Request for Proposal Posting:	April 6, 2017
Written Question Deadline:	April 24, 2017
Submittal Deadline:	April 27, 2017 3:00 p.m.
Interviews (if required):	May 16, 2017
Tentative Final Selection:	May 16, 2017
Tentative City Council Award:	June 6, 2017



City of Hermosa Beach

Public Works Department

Phone: (310) 318-0229
FAX: (310) 937-5015

REQUEST FOR PROPOSAL

PROPOSAL NUMBER: RFP# - 17-04
PROPOSAL TITLE: PROFESSIONAL ENGINEERING DESIGN SERVICES
FOR HERMOSA BEACH GREENBELT INFILTRATION
PROJECT
REQUESTING DEPARTMENT: Public Works – Engineering Division
RELEASE DATE: April 06, 2017
DUE DATE: Thursday, April 27, 2017 @ 3:00 p.m... PST

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

“RFP# 17-04, PROFESSIONAL ENGINEERING DESIGN SERVICES FOR HERMOSA BEACH GREENBELT INFILTRATION PROJECT”

Failure to identify the proposal on the envelope may result in disqualification of the proposal. As the potential exists for there to be multiple RFP's with the same due date the city will not be held responsible or acknowledge bid packages that are not marked with the appropriate bid title on the outside of the envelope as it cannot be determined which RFP group the envelope should be placed with.

Sealed proposals must be submitted to the Department of Public Works at 1315 Valley Drive, Hermosa Beach, CA 90254. **Proposals will be received until 3:00 p.m. PST, Thursday, April 27, 2017.**

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

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

Please direct any inquiries regarding this RFP to Kristy Morris, Environmental Analyst at kmorris@hermosabch.org, by no later than 4:00 PM PST, Monday April 24, 2017.

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**CITY OF HERMOSA BEACH
REQUEST FOR PROPOSALS
RFP # 17-04**

1 INTRODUCTION AND INSTRUCTIONS TO PROPOSERS

1.1.1 Introduction

The City of Hermosa Beach (City) invites qualified firms to submit written proposals for providing PROFESSIONAL ENGINEERING DESIGN SERVICES FOR HERMOSA BEACH GREENBELT INFILTRATION PROJECT. See project background under Scope of Services (Section 4) below. Should an award be made, the successful Proposer (or Consultant as referred to in this RFP) will enter into a Professional Services Agreement with the City of Hermosa Beach to provide these services.

1.1.2 Proposed Time Schedule

Request for Proposal Posting:	April 6, 2017
Written Question Deadline:	April 24, 2017
Submittal Deadline:	April 27, 2017 3:00 p.m.
Interviews (if required):	May 16, 2017
Tentative Final Selection:	May 16, 2017
Tentative City Council Award:	June 6, 2017

1.1.3 Instructions to Proposers and Procedures for Submittal

Five (5) printed copies of the proposal and one (1) electronic version of the proposal on CD or flash drive, must be submitted in a sealed envelope or box bearing the name of the Proposer, marked RFP # 17-04, submitted only to the following address:

PROFESSIONAL ENGINEERING DESIGN SERVICES FOR HERMOSA BEACH
GREENBELT INFILTRATION PROJECT
City of Hermosa Beach
Attn: Kristy Morris
1315 Valley Drive
Hermosa Beach CA 90254

Cost proposals/rates both printed and electronically on CD or flash drive, shall be in a separate sealed envelope.

Proposers are solely responsible for ensuring their submitted proposal is received by the City in accordance with the solicitation requirements, before the **April 27, 2017 3:00 p.m Submittal Deadline**, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic mail, facsimile or telephonic proposals or modifications will be considered unless specified. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in this Request for Proposals. Deliveries made before the Submittal Deadline, but to the wrong City office, will be considered non-responsive unless re-delivery is made to the office specified before the Submittal Deadline. All proposals shall become the property of the City.

Late proposals will not be accepted under any circumstances and will be returned to the Proposer unopened.

1.1.4 General Conditions

ADDENDUMS. Should it be necessary for the City to issue addendums to this RFP during the proposal period, the City will endeavor to notify the known holders of this RFP. The addendums will be posted on the City web site for any interested parties to review. Proposal should include a notation that the Proposer is aware of all of the addendums which have been issued and has incorporated their provisions in their proposal.

ADDITIONAL INFORMATION. The City reserves the right, to request additional information or clarifications from Proposers where it may serve the City's best interest.

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 Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. City reserves the right to negotiate final terms with the selected Proposer, if any. Award may be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

CANCELLATION OF SOLICITATION. The City may cancel this solicitation at any time.

CONFLICT OF INTEREST. By signing the Certification of Proposal (Appendix 7), the 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 Proposals, 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.

COSTS. The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals, or any other such expenses incurred by the Proposer in responding to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the Proposers, 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 Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit (Appendix 5).

DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any). Proposer shall satisfy himself 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 Proposer to examine documents shall in no way relieve him from any obligations with respect to the solicitation or and subsequent contract that may be awarded. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the RFP documents. The failure or neglect of a Proposer to receive or examine any of the documents shall in no way relieve him 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, he 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.

The contact person for all questions regarding this RFP is Kristy Morris, Environmental Analyst. She can be reached at 310-750-3603 or via e-mail at kmorris@hermosabch.org. 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 Proposer to ensure the City has their correct business name, mailing address and e-mail address on file. Any prospective Proposer who obtained a set of RFP documents is responsible for advising the City that they have a set of RFP documents and wish to receive subsequent Addenda.

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. Proposer 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 conditions, political affiliation or opinion, age or medical condition.

NON-EXCLUSIVE. Should the City make an award, the successful Proposer will enter into a NON-EXCLUSIVE professional services agreement (Appendix 8) and the City reserves the right to enter into agreements with other firms.

OFFERS OF MORE THAN ONE PRICE. Proposers 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.

NO OBLIGATION. The release of this RFP does not obligate or compel the City to enter into a contract or agreement.

PROPOSAL, REJECTION OF. The City reserves the right to reject any or all proposals or any part of a proposal. The City reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

PROPRIETARY INFORMATION. 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 their 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. In the event that a demand for disclosure of information designated as "confidential and/or proprietary" by a bidder is made, the City will notify the bidder in writing of such demand and shall furnish a copy of the City's written response to the requestor. Bidder may then pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information.

NO PUBLIC BID PROPOSAL OPENING/PUBLIC RECORDS ACT. Proposals shall be opened and their contents secured by City staff to prevent disclosure during the evaluative process and the process of negotiating with competing Proposers. Adequate precautions shall be taken to treat each Proposer fairly and to insure that information gleaned from competing proposals is not disclosed to other Proposers. 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. Proposer 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. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.

RFP PART OF AGREEMENT. Should an agreement be awarded, this Request for Proposal and Scope of Services and all conditions may become part of the agreement between the City of Hermosa Beach and the successful Proposer.

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 subcontractors, Proposer must identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services. If a subcontract for work services to be performed exceeds \$25,000 the subcontract must contain all required provisions of the prime contract.

SUBCONTRACTOR REFERENCES. For all subcontractors that will be used for providing services as part of the RFP, Proposers must provide a minimum of two references from similar projects performed for any local government clients within the last three years. Information provided shall include:

- Client name
- Project description
- Dates (starting and ending)
- Technical expertise
- Staff assigned to reference engagement that will be designated for work per this RFP
- Client project manager's name and telephone number

VALIDITY. Proposal must be valid for a period of 90 days from the due date.

WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw Proposals only by written request received by City Engineer before the Proposal Submittal Deadline.

2 PROPOSAL RESPONSE REQUIREMENTS

As outlined in Section 1.1.3 above, five (5) printed copies of the proposal and one (1) electronic version of the proposal on CD or flash drive, must be submitted in a sealed envelope or box bearing the name of the Proposer, marked RFP # 17-04, submitted only to the following address:

PROFESSIONAL ENGINEERING DESIGN SERVICES FOR HERMOSA
BEACH GREENBELT INFILTRATION PROJECT
City of Hermosa Beach
Attn: Kristy Morris
1315 Valley Drive
Hermosa Beach CA 90254

Cost proposals/rates both printed and electronically on CD or flash drive, shall be in a separate sealed envelope.

If discrepancies are found between the copies, or between the original and copy or copies, the "ORIGINAL" will provide the basis for resolving such discrepancies. If one document is not clearly marked "ORIGINAL", the City reserves the right to use any of the proposals as the Original. If no document can

be identified as original bearing original signatures, Proposer's proposal may be rejected at the discretion of the City.

Please note, the proposing consultant shall perform at least 51% of the work with their own In-house forces.

It is imperative that all Proposers responding to the RFP comply exactly and completely with the instructions set forth herein. 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. Do NOT include marketing brochures or other promotional material not connected with this RFP.

All proposals shall be submitted on standard 8.5" by 11" paper in hard-covered binders. All pages should be numbered and identified sequentially by section. Response items must be indexed in the following order with individual tabs:

2.1.1 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.

2.1.2 Company Data

Please submit the following information:

- Official name and address.
- Name, address, and telephone number of the Proposer's primary point of contact.
- Indicate what type of entity (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.
- The address, telephone numbers and fax numbers of each of your firm's locations.
- A detailed statement indicating whether Proposer is totally or partially owned by another business organization or individual.
- Number of years Proposer has been in business under the present business name.
- Number of years of experience the Proposer has had in providing required, equivalent, or related services.
- All comparable contracts entered into during the last five (5) years, completed or not. Please indicate:
 - Year started and completed
 - Type of Contract
 - Contracting Agency
 - Project Description
 - Project Manager
 - Developer of project
- Any failures or refusals to complete a contract and explanation.

- Individuals/Firms who own an interest of 10% or greater in the proposing firm.
- Financial interests in other lines of business.

2.1.3 Organizational Chart

Proposer shall include an organizational chart that reflects titles of key staff and management contacts of each individual assigned to provide services under this Proposal. Included in the organizational chart, please list all sub-contracted work to individuals/firms. The organizational chart shall identify which category(ies) are being proposed on.

It is the City's preference to have key personnel identified in the Organizational Chart to remain during the term of the agreement. The Proposer shall note concurrence on the restrictions to changes in key personnel. A transition plan shall be presented in this section 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 or if the City requests such change.

After contract execution the Consultant should not substitute key personnel (project manager and others listed by name in the cost 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 local 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 must be a registered engineer in the State of California.

2.1.4 Resumes and Qualifications of Personnel

The Proposer shall furnish a personnel staffing plan with sufficient information for judging the quality and competence of the personnel dedicated to the account. In its assessment of the proposal, City will place considerable emphasis on the commitment by the Proposer to provide qualified personnel for the services being considered. The Proposer shall furnish resumes in outline form for the key personnel committed to this account. Proposer shall also include the number and type of additional support personnel who will be providing services. The substitution or addition of individuals shall be allowed only with prior written approval of the City.

Suggested Resume Format:

- Name
- Position
- Education
- Show degrees earned and certifications, school and year of completion. Exclude company courses or information that is not relevant to the person's functional job duties.
- Summary of Experience
- In chronological order, most recent date first, summarize experience as it relates to the scope of work required for this RFP.
- Professional Memberships/Registrations

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

2.1.5 Project Approach

Proposer shall provide a narrative description of your firm's approach to the project based on the Scope of Services. Discuss any alternatives to the design concept and Scope of Services that you may recommend. Identify any information or data anticipated to be provided by City staff to ensure successful completion of the project. Include a proposed schedule from the commencement of work through completion demonstrating how the consultant will meet requirements of the grant schedule as well as EWMP milestones.

The Consultant shall list in the proposal all anticipated permits necessary for the successful delivery of the project.

Proposer shall additionally itemize those services which are further required in the servicing of the account but are not noted in the Scope of Services as requirements. Proposer will list and describe these items in a separate section and title this section as ADDITIONAL SERVICES.

2.1.6 References

Proposer shall provide three (3) references for which Proposer has provided similar services performed in California of the nature and scope as set forth in the RFP within the last five (5) years. Include name of business, name of contact person, telephone number of contact person, and description of services provided. Consultants are to bring previous design documents prepared for other agencies.

2.1.7 Quality Control/Quality Assurance (QA/QC)

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 Design personnel's quality of work is high. Proposer must reference all duties as listed in the SCOPE OF WORK. Proposer must note any services NOT provided by their firm.

2.1.8 Compensation/Payment Schedule

Proposer is required to submit a complete Prop 1 Stormwater Grant Program - Budget Detail for Planning/Design/Engineering/Environmental (Appendix 4) including hourly rates, number of hours, and total labor for all types of personnel required to perform the services described in this RFP, as well as unit cost, number of units and total cost for consulting, materials, and equipment. Proposer must state if the proposed rate is guaranteed for the term of an agreement (if awarded) or if it is subject to adjustments. If subject to adjustments, Proposer must state the frequency of adjustments and how adjustments are determined.

2.1.9 Proposal Forms

NON-COLLUSION AFFIDAVIT. Proposer is required to sign and submit the Non- Collusion Affidavit (Appendix 5).

INSURANCE. Proposer is required to sign and submit the Consultant's Acknowledgement of Compliance with Insurance Requirements for Agreement for Professional/Consultant Services (Appendix 6).

CERTIFICATION OF PROPOSAL. Proposer is required to sign and submit the Certification of Proposal (Appendix 7).

Proposer shall demonstrate the willingness and ability to submit proof of the required insurance coverage as set forth in the Sample Professional/Consultant Services Agreement (Appendix 8) prior to execution of the contract.

3 PROPOSAL EVALUATION AND SELECTION

It is the City's desire to select a highly qualified design firm that will assign the best available resources to deliver a pioneering and potentially award-winning project. It is expected that the design firm selected through this RFP process will perform, accomplish, or assist in the delivery of comprehensive project design services resulting in the development of final plans & specifications with all regulatory approvals; coordination with partners, stakeholders, regulatory agencies and other entities; supporting the City's public outreach efforts; overseeing the construction phase of the project; (optional task developing implementing a monitoring & sampling plan) and assisting with on-going and final reporting to support the grant requirements of the SWRCB.

The Public Works Director and/or his designee(s) will evaluate all proposals received. 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.

The recommended proposal(s) will be submitted to the City Council for contract approval.

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.

4 SCOPE OF SERVICES

The City of Hermosa Beach is inviting proposals from qualified consultants for engineering design services for the Hermosa Beach Greenbelt Project for the Herondo Drain watershed ("The Project"). The Project is funded in part by the State Water Resource Control Board's (SWRCB) Proposition 1, Storm Water Grant Program- Implementation Round 1, with matching funds from the Beach Cities Watershed Management Group that includes the cities of Hermosa Beach, Manhattan Beach, Redondo Beach, Torrance and Los Angeles County Flood Control District (LACFCD).

4.1 BACKGROUND

The City is located within the southwestern coastal portion of Los Angeles County and is bordered by Manhattan Beach to the north, Redondo Beach to the east and south and approximately 2 miles of Pacific Ocean on the west margin. The City has a total land area of 1.43 square miles.

The City developed an Enhanced Watershed Management Program (EWMP) in coordination with the Beach Cities Watershed Management Group in response to the requirements established in the 2012 Municipal Separate Storm Sewer System (MS4) Permit. The Beach Cities EWMP approach, including model selection, data inputs, critical condition selection, calibration performance criteria, and output types is consistent with the LARWQCB Reasonable Assurance Analysis Guidance Document (LARWQCB, 2014). The approved EWMP is available for download on the Regional Board website at: http://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/watershed_management/beach_cities/BeachCities_EWMP_February2016.pdf

The Reasonable Assurance Analysis (RAA) was performed for each analysis region on bacteria which was the controlling pollutant for the Santa Monica Bay watershed. The 90th percentile rain year (based on wet days) was the critical condition modeled in the RAA using site-specific historical data for each compliance point, e.g., SMB 6-1 at the outfall of the Herondo Street Storm Drain System. The target load reductions for bacteria were expressed as Allowable Exceedance Days per year for each analysis region. Two analysis regions were analyzed for the Herondo Storm Drain system, the SMB 6-1 Analysis Region and the BC Sump Analysis Region, both of which are tributary to the Herondo Storm Drain and this

proposed project and the compliance point SMB 6-1 (also the historical AB411 monitoring location). The final target load reduction required for the two analysis regions combined was a reduction in the indicator bacteria absolute load of 490.1×10^{12} MPN which was translated into a percent target load reduction of 45% for both analysis regions combined. The EWMP proposes that this target load reduction will be met through a combination of existing regional structural Best Management Practices (BMPs) and *three new regional structural BMPs* as well as proposed distributed green street and non-structural BMPs.

The Hermosa Greenbelt Infiltration project is the most important and cost effective of the three new regional BMPs proposed in the Beach Cities EWMP as it will achieve 90% of the load reduction needed from new regional BMPs for this compliance point. This project utilizes infiltration as the means of load reduction, as such, the bacteria load is entirely removed from the infiltrated volume. Therefore, for purposes of setting design objectives, the load reduction is translated in the Beach Cities EWMP into capture volume or infiltration volume of storm water. The 10% project concept (Appendix 2) was developed as part of the EWMP development and was based on this RAA analysis of the SMB 6-1 compliance point.

4.1.1 Project Concept

The Hermosa Greenbelt Infiltration Project is to be located underneath the greenbelt at southern border of Hermosa Beach (Appendix 1) and is the highest priority project identified in the Beach Cities EWMP. This project protects and improves Santa Monica Bay water quality by diverting and infiltrating storm water that contains 303d-listed TMDL pollutants fecal indicator bacteria, sediment-borne DDT and PCBs, and trash, as well as typical pollutants in urban runoff (metals and nutrients). The proposed tributary area to be mitigated by this project is 2,914 acres including runoff from all cities in the Beach Cities Watershed Management Group (98% of the total tributary area to the Herondo Storm Drain). Implementation of this project is essential to demonstrate compliance based on the goals of the EWMP. Additional project benefits and considerations include reducing downstream flooding, preserving the existing use of the linear greenbelt as a running path, restoring native coastal dune habitat; and supporting loads associated with municipal vehicles for parkland maintenance.

The 10% project concept (Appendix 2) was developed as part of the EWMP development and was based on this RAA analysis of the SMB 6-1 compliance point. This project as described in the concept will divert storm water from the Herondo Storm Drain to an infiltration system consisting of diversion, conveyance pipes, a gross solids removal device (GSRD) that shall also serve as a full capture system for trash from the diverted flow, a forebay, and an infiltration gallery. Dry and wet-weather flows will be diverted from the existing storm drain up to the Q_{dmax} , and flow into the forebay through the conveyance pipe and GSRD and begin to infiltrate into the site soils. Flows exceeding the loss rate of the forebay will fill the forebay and ultimately overflow via a notched weir into the infiltration gallery, where additional infiltration will occur. The system will fill until inflows no longer exceed loss rates, at which time the basin will drawdown. When persistent flows fill the system to storage capacity, runoff in the storm drain will bypass the diversion until capacity is freed up through infiltration losses.

4.1.2 Existing Data and Studies

A site geotechnical study to evaluate infiltration characteristics of subgrade soils at the select location along the existing Greenbelt on Valley Drive between 2nd Street and Herondo Street has been performed. The results of this study are provided in a technical report included as an addendum to this RFP. The site geotechnical study assesses soil characteristics, geologic conditions, and groundwater conditions and includes subsurface exploration, field infiltration testing, geotechnical laboratory testing, and focused engineering analysis to support the Project's preliminary design.

A Phase 1 Records Search and ASTM report to screen for subsurface environmental conditions in the immediate project area has been conducted. A summary is included as an addendum to this RFP and the full report will be provided to the successful consultant. This information will be used to support the CEQA documentation.

4.2 Scope of Work

The successful proposer will provide design engineering services for the following elements: the diversion structure in the Herondo Storm drain directing flow to the pretreatment system, a pretreatment system to remove trash and debris, an underground holding tank sized to retain the required storm volume as specified in the EWMP and the 10% concept designs and based on the geotechnical analysis, and a flow meter at the diversion pipe to measure the volume of water diverted. The City anticipates the consultant to propose innovative solutions and approaches to save cost and time during the design, procurement and construction of the project. Pre-manufactured infiltration systems may be considered in the design. Criteria for evaluating the suitability of different designs include considerations such as: ease of maintenance, load bearing capacity, storage capacity, dimensions, constructability, cost of construction and long-term maintenance, time to construct, etc.

The infrastructure characteristics of the site have been assessed (soil permeability, slope, natural features, etc.). This site-specific geotechnical information will be utilized by the successful proposer to develop the preliminary and final design. Beach Cities Watershed Management Group representatives as well as Hermosa Beach City engineers and Los Angeles County Flood Control District engineers will provide review and comment on the preliminary design. CEQA documentation will be completed based on the preliminary design. The Consultant will present the Final Design Plan to Hermosa Beach City engineers and Los Angeles County Flood Control District engineers for final review along with any responses received on the preliminary engineering design plans. The Consultant will gather final feedback from engineering reviewers to incorporate into the final design plans and construction drawings. At the end of the design phase City staff will prepare plans and specifications for bid advertisement for construction of the project.

4.2.1 Work Elements

The Consultant's services shall include, but are not limited to, the following elements that correspond to the Prop 1 Stormwater Grant Program - Budget Detail for Planning/Design/Engineering/Environmental (Appendix 4). Additional information on each of these elements is provided in the sections indicated below:

- Survey, Utilities Evaluation, and additional Geotechnical Investigation (4.2.1.1)
- Preliminary Design, Planning activities (4.2.1.2)
- CEQA Documentation, Permits (4.2.1.3)
- Final Design (4.2.1.4)
- Detailed Plans, Specifications and Construction Estimate (4.2.1.5)
- Construction Bidding Phase (4.2.1.6)
- Construction Support Phase (4.2.1.7)
- Optional Services: Monitoring Plan and QAPP (4.2.1.8)

The successful consultant/firm responding to this RFP must be able to provide "all" of the designated services not individual services only.

4.2.1.1 Survey, Utilities Evaluation and Additional Geotechnical Investigation

Provide all field survey and topographic work necessary to complete the design effort. Design level survey and base mapping of the project site shall be prepared in US Customary English units by a California licensed Land Surveyor in accordance with the City guidelines and in AutoCAD Computer Aided Design and Drafting (CADD) format. The horizontal datum shall be NAD 83 and the vertical datum shall be NAVD 88.

Research existing records of utility companies and agencies and coordinate the proposed improvements with existing field conditions. Including relocation of any involved utility facilities (Vaults, Vents, or underground structures that may be in conflict).

- (1) Research and obtain file copy of utility maps within the project limits for existing and/or proposed facilities.
- (2) Prepare preliminary plans with utility notices/questionnaires to be sent to utility companies.
- (3) Plot existing and proposed utilities in plan (and profile when applicable)
- (4) Monitor response of utility notices received by the City and then make recommendations for mitigating conflicts.
- (5) Attend coordination meetings when required regarding adjustments and relocations.
- (6) Pothole information, where required, shall be coordinated by the Consultant.

This task provides for any additional geotechnical investigation necessary to complete the final design.

4.2.1.2 Preliminary Design and Planning Activities

Provide a schedule from the commencement of work through completion demonstrating how the consultant will meet requirements of the grant schedule as well as EWMP milestones.

The preliminary design should revisit and if necessary revise the conceptual design approach based on the site-specific geotechnical report, refined hydrologic and hydraulic model of the project, and any more recent site-specific information in order to maximize the amount of stormwater captured by the project.

The consultant will provide a preliminary design report (PDR) defining storm water design issues, identifying potential BMP options, analyzing up to three (3) project alternatives, and providing project cost estimates for each alternative. The final design could include options presented in different design alternatives. Therefore, proposers should provide line item cost estimates for each element presented in the alternative designs.

The Beach Cities staff as well as the Hermosa Beach City Engineer and Los Angeles County Flood Control District will provide review and comment on the preliminary designs. The necessary CEQA documentation will be determined based on the preliminary design.

Where applicable, engineering design of all project elements shall be compatible and in accordance with the following as applicable:

- Caltrans Highway Design Manual
- Caltrans Standard Plans
- Caltrans Standard Specifications
- California Manual on Uniform Traffic Control Devices (latest edition)
- Los Angeles County Hydrology Manual

- American Public Works Association Standard Specifications for Public Works Construction
- American Public Works Association Standard Plans
- American Water Works Association
- City of Hermosa Beach Standard Plans

It will be the responsibility of the Consultant to verify that it has received the latest version or update of these documents.

4.2.1.3 CEQA Documentation, Permits

Review Phase 1 Environmental Site Assessment Information/Document request report. A summary is attached to this RFP and the full report will be provided to the successful consultant.

Prepare all documentation required to comply with the California Environmental Quality Act (CEQA) Phase 1 Environmental Site Assessment Information/Document request report to be used to support CEQA determination which is anticipated to be no more complex than a Negative Declaration or Mitigated Negative Declaration.

Prepare all documentation required to obtain permits from any and all agencies having jurisdiction of the project. The City will take the lead on the permits and the consultant shall provide assistance to the City with the preparation of application documents and obtaining the permits. Any permit fees will be reimbursed or paid directly by the City. Anticipated permits include, but are not limited to, California Coastal Commission, and Los Angeles County Flood Control District Encroachment Permit.

4.2.1.4 Final Design

All work shall be performed in conformance with the State of California and/or City of Hermosa Beach policies, procedures and standards.

Consultant shall carry out the instructions received from the City and shall cooperate with the City and other involved agencies.

The Consultant has total responsibility for the accuracy and completeness of the plans and related designs, specifications and estimates prepared and shall check all such materials accordingly. The plans will be reviewed by the City for conformity with the requirements of the Agreement. Reviews by the city do NOT include detailed review or checking of design or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of Consultant.

Consultant or its sub consultants shall not incorporate in the design any materials or equipment of single or sole source origin without written approval of the City.

The plans, specifications, estimates, calculations, and other documents furnished under the Agreement shall be of a quality acceptable to the City and State. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked, and dated and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that of similar types produced by the State and set forth in related Caltrans manuals. The Consultant shall modify its work as necessary to meet the level of acceptability defined by the criteria above.

The Consultant shall have a quality control plan in effect during the entire time work is being performed under the Agreement. The Quality control plan shall establish a process whereby plans are independently checked, corrected and back checked, and all job related correspondence and memoranda dated and received by affected persons and then bound in appropriate job files.

Submittals: Submittals shall occur at 60% and 100% or as determined on an individual basis and shall include:

4.2.1.4.1 60% PS&E (Plans, Specifications and Estimates)

Plan details and technical specifications for all items in the project shall consist of 60% design and detailed plans ready for the independent design check.

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

4.2.1.4.2 100% PS&E FOR REVIEW

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

Three sets (3) full size (24"x36") signed and stamped final plans

Hard copies and Electronic copies of Special Provisions

Hard copies and Electronic copies of cost estimate and check quantity calculations

Hard copies and Electronic copies of design calculations

Hard copies and Electronic copies of design check calculations

Other reports as needed by the City of Hermosa Beach

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

4.2.1.5 Development of Detail Plans, Specifications and Estimate (PS&E):

All reports, plans, specifications and quantity calculations shall conform to criteria, policies, procedures and standards of the "Greenbook" (Standard Specifications for Public Works Construction), APWA and the City, and shall be made available to the City at stages specified in the milestone schedule and upon request.

The Consultant shall produce, at the Consultant's sole cost and expense, blank reproducible sample plan sheets and any needed standard drawings. Standard drawings and standard plans shall be incorporated into the Contract Plans where applicable.

Each plan sheet shall bear the State of California Registered Professional Engineer registration seal within signatures, license number and registration certificate expiration date of the Engineer who is in responsible charge for developing the plan. Each plan sheet shall be signed by the engineer who performed the independent plan check.

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

- Hard copies and Electronic sets of signed final design plans
- Hard copies and Electronic copies of signed final specifications
- Hard copies and Electronic copies of final cost estimate and final quantity calculations
- Hard copies and Electronic copies of final design calculations
- Hard copies and Electronic files in its original format and in PDF of all plans, specifications, and estimates

4.2.1.6 Construction Bidding Phase

The Consultant shall provide support services as needed during the bidding and construction phases of the project, including:

1. The Consultant shall respond to bidder inquiries during the bidding process, including preparation of any addenda. Upon award of the construction contract, the Consultant shall attend the pre-construction meeting.
2. The Consultant shall review and approve all submittals as needed and shop plan drawings required supporting the construction contract. The Consultant shall complete shop drawings reviews within one (1) week of receipt.
3. The Consultant shall respond to written Requests for Information (RFI) as needed to provide clarification or resolve discrepancies in the contract documents. Responses shall be completed within three (3) working days.

Bidding procedures will be the responsibility of the City. While the PS&E construction package is being advertised for bids, all questions concerning the intent shall be referred to the City for resolution. In the event that any items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decision by the City, or by a covering change order after the award of the construction contract.

4.2.1.7 Construction Support Phase (As Needed)

- (1) All construction support work shall be coordinated with the City.
 - (2) Consultant shall furnish, at the consultant's sole cost and expense, all necessary drawings for corrections and change orders required by errors and omissions of the Consultant. The original tracing(s) of the drawings and contract wording for the change orders shall be submitted to the city for duplication and distribution.
 - (3) Consultant will receive written notification of the award of a construction contract. Upon such notification, Consultant will proceed with the services required by the Agreement.
 - (4) Consultant is required to attend the pre-construction meeting with the successful construction contractor upon notification by the City.
 - (5) Consultant shall review and approve all submittals and shop plan drawings required supporting the construction contract. Consultant shall complete shop drawings reviews within two (2) weeks of receipt. Contract Change Order reviews shall be completed within two (2) working days of receipt.
 - (6) Consultant shall be available as requested by the City to resolve discrepancies in the contract documents. Consultant shall bring to the attention of the City any defects or deficiencies in the work by the construction contractor which the Consultant may observe. Consultant shall have no authority to issue instruction on behalf of the City, or to deputize another to do so.
 - (7) The Consultant shall prepare and deliver to the City the final record drawings plans incorporating field marked prints supplied by the City. Upon completion of construction, the City will submit field-marked prints to Consultant. Consultant shall incorporate all changes to the plans electronically with all necessary revision notations and submit to the City.
1. Operation and Maintenance (O&M) plan, procedures, equipment data commissioning information and any other O&M related information shall be prepared and delivered by the design consultant as part of the commissioning and the final acceptance of the project
 2. Upon the completion of construction, record drawings plans shall be submitted to the City. The Consultant shall incorporate all changes to the plans electronically with all necessary revision notations. Once plans have been updated, a signed set of record drawings mylars shall be submitted to the City with an electronic copy (in AutoCAD and pdf formats properly labeled) of the final record drawings via CD or e-mail.

3. The Consultant shall monitor the project progress, maintain project files, and control the quality of the work performed as needed.
4. Attend any and all meetings with the City staff as required.
5. Coordinate plan check, design topics, permits and any other issues with the City, other Agencies, and all utility companies as required. The Consultant shall be the liaison with affected agencies.
6. The Consultant shall be responsible for reviewing and approving addenda and clarifications to plans and specifications.

4.2.1.8 Monitoring Plan and QAPP (optional service)

A State approved Project Assessment and Evaluation Plan (PAEP) will be provided by the City. The City intends to develop the Monitoring Plan and Quality Assurance Project Plan (QAPP) and implement the PAEP, Monitoring Plan and QAPP. However, the consultant shall provide a proposal for this task as an optional service which may be selected at City's discretion at a later date. Consultant would be using California Environmental Data Exchange Network (CEDEN) for data management. Consultant would assist the City in the preparation of the final report for the project as required by the grant agreement.

4.2.2 SWRCB Prop 1 Stormwater Grant Agreement

Consultant shall comply with the requirements and terms and conditions of the executed grant agreement between the California State Water Resources Control Board and the City of Hermosa Beach for the design and construction of the project. The Grant Agreement is currently under preparation and is not yet available for review, however an example agreement with standard requirements and terms and conditions is included as an Appendix 3 to this RFP.

4.2.3 Coordination

Coordination with the City, other consultants and other involved agencies will be required to achieve compatible designs, phasing of construction with existing or designed conditions, and timely delivery of the contract PS&E.

The City will decide the manner in which the coordination of individual matters is undertaken. At the City's option, coordination efforts may be performed by the Consultant's direct contact, by the Consultant acting through the City or by the City only. When coordination efforts require Agreement, such Agreement shall be coordinated through the City.

4.3 Work to be performed by the City

1. Prepare and execute all utility Agreements
2. Prepare and process requests to the City
3. Distribute public information
4. Provide survey controls (bench mark and centerline monument records) necessary for design surveys
5. Advertise and award construction contracts
6. Prepare and execute Agreements with other agencies or entities
7. Administer construction contract
8. Resolve all construction claims

Upon contract award, City will:

- Provide copies of record plans if available
- Provide standard city boilerplate specifications
- Furnish electronic design file with City title block and title sheet (24" x 36")
- Process plans for governmental agency approvals having jurisdiction over the project and pay for all plan check fees.
- Act as a liaison with the appropriate decision making bodies.

4.4 Project Progress Meetings and Reports

Progress review meetings shall be held at intervals deemed appropriate by the City. At or before each of these meetings, the Consultant shall furnish two (2) copies of all completed or partially completed, plans, specifications and estimates which have been developed or altered since the last progress review meeting.

Progress Reports shall be submitted at monthly intervals, indicating progress achieved during the reporting period in relation to the progress scheduled. The Consultant shall provide the City with two (2) copies of the Progress Report at least four (4) working days before the Monthly Progress Meeting.

5 STANDARDS OF WORK

5.1.1 Conflicts / Design Exceptions.

In case of conflict, 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.

5.1.2 Plans, Specifications and Estimates (PS&E).

PS&E shall be prepared in English units and in conformance with the latest editions of applicable standards. As part of the work involved in the preparation of the PS&E, Consultant shall prepare Special Provisions pertaining to items of work included in the plans that are not addressed in the latest editions of applicable standards. Consultant will furnish and compile Special Provisions to include City contract administration requirements.

6 COMPENSATION

The method of payment shall be primarily at Specified Rates of Compensation but may include Cost per Unit of Work. The proposal should include hourly rates for all types of personnel required to perform the services described in this RFP.

Other direct costs, intended to be charged to the City, need to be stated. No mark-ups will be allowed for other direct costs.

6.1.1 Prevailing Wages

Consultants are advised to consider whether services to be performed include classifications subject to state or federal prevailing wage requirements. Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State prevailing wage information is available through the California Department of Industrial Relations website at <https://www.dir.ca.gov/OPRL/dprevagedetermination.htm>

Labor categories subject to prevailing wage requirements, when employed for any work on this project, are wholly the responsibility of the firm or individual named in any Professional Services Agreement approved by the City. City will not assume any responsibility for Consultant's failure to pay prevailing wages in accordance with State law.

6.1.2 Invoicing

Invoices are to be submitted monthly. 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					
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

7 INSURANCE REQUIREMENTS

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

a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
 2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate the Agreement.

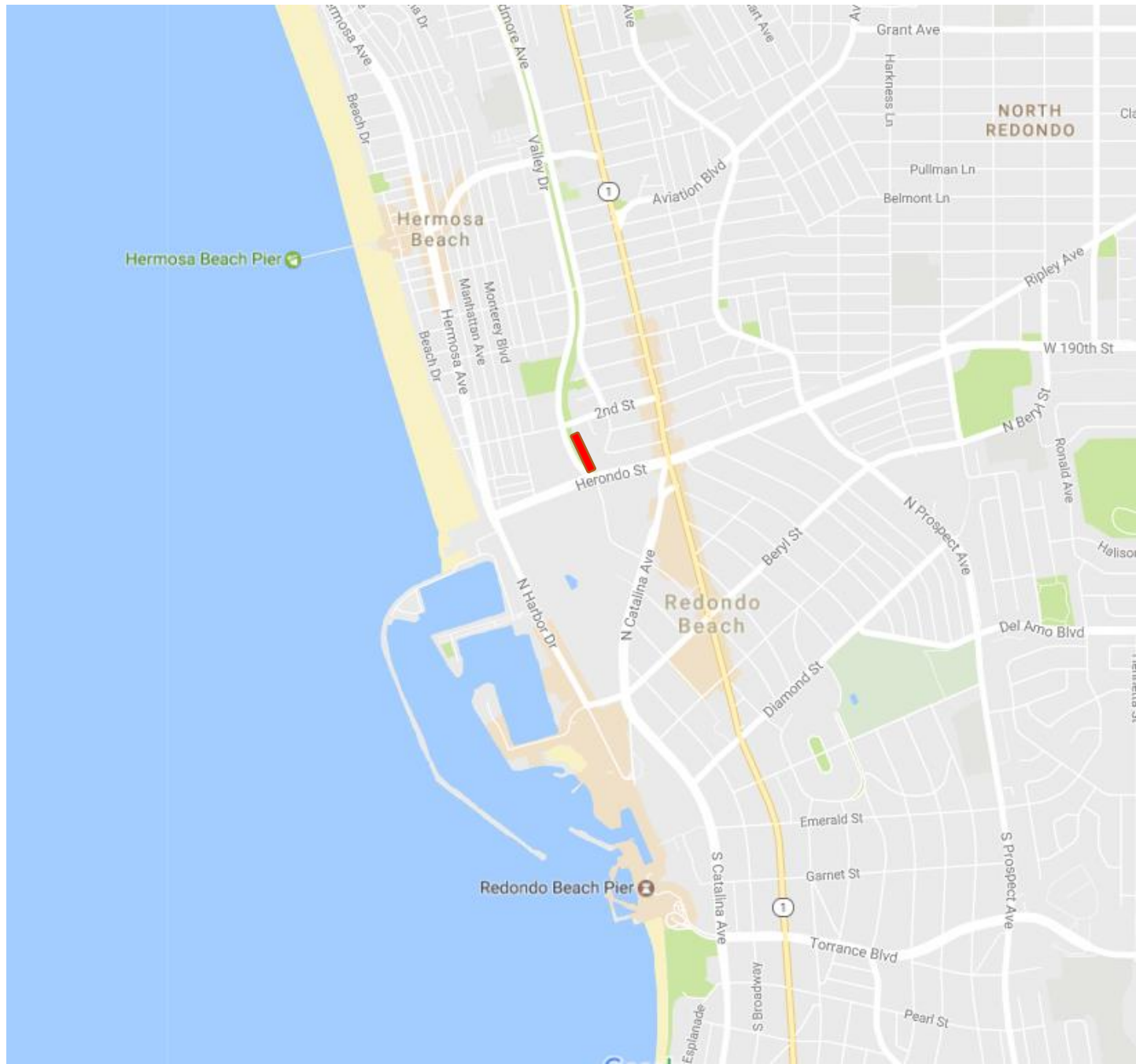
- G. The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Consultant (as the named insured) should Consultant fail to pay the SIR or deductible 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.

8 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 of the sample agreement, 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.

APPENDIX 1 –LOCATION MAP



 Project Location

APPENDIX 2- 10% PRELIMINARY DESIGNS

APPENDIX 3- SAMPLE SWRCB GRANT AGREEMENT

APPENDIX 4- PROP 1 STORMWATER GRANT PROGRAM - BUDGET DETAIL

APPENDIX 5 – 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 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

Name of Authorized Representative

Title of Authorized Representative

APPENDIX 6 – CONSULTANT’S ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS FOR AGREEMENT FOR PROFESSIONAL/CONSULTANT SERVICES

Consultant agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal and accepts all conditions and requirements as contained therein.

Consultant: _____ Name (Please Print or
Type)

By: _____ Consultant’s Signature

Date: _____

This executed form must be submitted with Scope of Work proposal.

APPENDIX 7 - 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) **NO. 17-04**.

- 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.

Name of Proposer:_____

By:_____

(Authorized Signature) Type Name:_____

Title:_____

Date:_____

APPENDIX 8 – SAMPLE AGREEMENT

Agreement No. _____

**CONTRACT FOR PROFESSIONAL SERVICES TO
BETWEEN THE CITY OF HERMOSA BEACH AND _____**

This AGREEMENT is entered into this _____ day of _____, 2016, by and between the CITY OF _____, a general law city a municipal corporation ("CITY") and _____, a limited liability company ("CONSULTANT").

RECITALS

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

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

1. CONSIDERATION AND COMPENSATION

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A.
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. As additional consideration, CITY agrees to pay CONSULTANT a total of \$ _____, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his/her designee.
- E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its invoice for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONSULTANT all uncontested amounts set forth in CONSULTANT's invoice within 30 days after it is received.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference.
 - B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.
3. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period in accordance with the schedule of compensation incorporated in "Exhibit A."
4. TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
5. FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
6. KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this Agreement is _____. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.
7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on _____, 20____, unless earlier termination occurs under Section 11 of this Agreement, or this Agreement is extended in writing in advance by both parties.
8. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
9. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

10. PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

11. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. 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.
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

12. INDEMNIFICATION.

- A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- B. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

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

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

15. AUDIT OF RECORDS.

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

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

17. INSURANCE REQUIREMENTS.

- A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
 - 1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by

the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 4. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations are by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the

CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations.”

2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY’s option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.
- G. The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention (“SIR”) and/or deductible of the policy in lieu of the Consultant (as the

named insured) should Consultant fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Consultant's behalf upon the Consultant's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by City due to the breach.

18. USE OF OTHER CONSULTANTS. CONSULTANT must obtain CITY's prior written approval to use any 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 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.

23. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

24. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein are generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

25. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

26. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

27. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

28. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

29. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

30. FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

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

32. ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

33. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

34. OWNERSHIP OF DOCUMENTS. It is understood and agreed that the City shall own all documents and other work product of the Consultant, except the Consultant's notes and work papers, which pertain to the work performed under this Agreement. The City shall have the sole right to use such materials in its discretion and without further compensation to the Consultant, but any re-use of such documents by the City on any other project without prior written consent of the Consultant shall be at the sole risk of the City.

35. DISCLOSURE REQUIRED. (City and Consultant initials required at one of the following paragraphs)

By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a) (2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office

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

City Initials _____

Consultant Initials _____

OR

By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a) (2) (A) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials _____

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

CITY OF HERMOSA BEACH

CONSULTANT

MAYOR

By:

TITLE

ATTEST:

Elaine Doerfling, City Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

Michael Jenkins , City Attorney