



CITY OF EL SEGUNDO
On-Demand Passenger Transportation
REQUEST FOR PROPOSALS NO. 22-04
March 17, 2022

The City of El Segundo invites qualified and experienced transport operators to respond to this Request for Proposal (RFP) for the operation of the City of El Segundo's transportation programs.

This RFP includes the scope of work to be performed. The proposals received will be used to determine which operators will best meet the City of El Segundo's transportation service needs. Proposals must not exceed 20 pages. The City of El Segundo reserves the right to select all or part of the prospective proposer's proposals or reject all proposals.

Five (5) hard copies and one (1) electronic copy of the sealed proposal are due to the City Clerk by:

11:00 a.m. PST, March 29, 2022

City of El Segundo
City Clerk's Office
350 Main Street, Room 5
El Segundo, CA 90245

Late proposals will not be accepted

Section 1: Introduction, Background, and Project Description

The City of El Segundo Community Services Department is seeking the services of a qualified transportation network company or a general common carrier company that would use an online platform to connect a group of eligible customers with transportation providers meeting specific criteria for participation. The company selected by the City of El Segundo will be contracted to provide service proposals for efficient and effective non-emergency supplemental transportation services, subsidized in whole or in part through the City of El Segundo, to areas where existing fixed route transportation service cannot be supported.

The scope of professional services to be provided will include the completion of the tasks described herein, as well as other elements or modifications which may be agreed upon through the request for proposal process. All services must be provided in accordance with the City's standard Professional Services Agreement which is provided as Attachment A. The specification in this notice are part of any contract awarded in accordance with this RFP.

Background and History

The City of El Segundo's Community Services Department currently operates and offers fixed route transportation services as well as on-demand transportation in the community. These services include Dial-A-Ride, Doctor Dial-A-Ride, the Lunchtime Shuttle, Beach Shuttle, and scheduled trips to local stores and entertainment centers.

Dial-A-Ride: Monday - Friday

8:50 a.m. – 3:45 p.m.

Saturday

9:30 a.m. – 1:30 a.m.

Doctor Dial-A-Ride: Tuesday & Thursday

8:15 a.m. – 2:00 p.m.

Lunch Time Shuttle: Monday - Friday

11:45 a.m. – 2:00 p.m.

Section 2: Scope of Services

It is the intent of these specifications, terms, and conditions to search for qualified transportation network company or a general common carrier company that would use an online platform to connect eligible community residents with transportation providers during required service times. The selected company will provide transportation services for the City of El Segundo.

City Responsibilities

The City will perform the following duties and accept the following responsibilities. To the extent feasible, the selected company will assist the City in this regard.

Project Management

The City's Community Services Department will assign a designee to work closely with, and provide direction to, the transportation company. The designee will provide all required information and act as liaison between the City and Transportation Company.

Marketing

The City will prepare, schedule, and pay for all advertising, promotional, and informational materials designed to reach the public about routes and transportation services and regulations, as well as to promote ridership. If needed, the City may coordinate with the Transportation Company to have materials placed/installed on the vehicles.

Service Planning

The City will be responsible for all planning geographical boundaries, medical destinations outside the geographical boundaries, schedules, days and hours of operation. The City will coordinate with the Transportation Company during the planning process.

Title VI

The City of El Segundo seeks to ensure equity in access to its programs, activities and services so that every citizen has the greatest opportunity to achieve and obtain the foundations necessary for self-sufficiency and success. All departments and agencies are committed to ensuring that no person is subjected to discrimination, excluded from participation in or denied the benefits of its services on the basis of race, color, national origin, sex, age, creed, disability or English language proficiency, as provided by the Title VI of the Civil Rights Act of 1964, 49 CFR part 21 and all related regulations and directives. The services referenced in this RFP must comply with such laws, regulations, and directives as applicable.

Scope of Services

A. The party responding to this RFP ("Proposer", "Company" or "Contractor") must meet the following requirements:

1. Provide vehicles in compliance with the requirements listed in Section C-1, below, of this Section II.
2. Provide qualified drivers to operate all vehicles. All drivers must be licensed by the Department of Motor Vehicles and must meet and abide by applicable laws, regulations, and guidelines for drivers of public transportation, including minimum wage requirements.
3. In addition to #1 above, the Company must have the flexibility to accommodate passengers in wheelchairs.
4. All vehicles, drivers and services provided under this program are required to comply with the California Vehicle Code, Americans with Disabilities Act, Health Orders and rules related to COVID-19, and all applicable laws, rules, regulations, and guidelines.
5. The Transportation Company must be available to provide demand responsive transportation services for seniors ages 65 and older and the disabled inclusive of

reservation call in-take, call-outs, dispatch service, coordination of vehicle drivers, coding of transportation destinations, and statistical and clientele reports.

6. On-demand services will be provided within the City limits of El Segundo, and the following cities to medical destinations such as:

- a) City of Torrance – Torrance Memorial Medical Center, 3330 Lomita Blvd.
- b) City of Hawthorne – Hawthorne Primary Care, 11633 Hawthorne Blvd.
- c) City of Marina Del Rey – Marina Del Rey Hospital, 4650 Lincoln Blvd.
- d) City of Westchester – Kerlan-Jobe Offices, 6801 Park Terrace Dr.
- e) City of Manhattan Beach – Kaiser Beach Medical, 400 S. Sepulveda
- f) City of Hermosa Beach – Torrance Memorial Network, 705 Pier Ave.
- g) City of Redondo Beach - Providence Medical Center, 520 N. Prospect Ave.

8. The City staff designee will work with the Company's selected project manager to schedule planned trips to entertainment sites and special events.

9. Transportation Company must provide a Dedicated Telephone: toll-free line using the City's existing telephone number for transportation services.

B. Contract Term & Levels of Services

The term of the contract awarded pursuant to this RFP will be for a two (2) year term, with a City option to extend for two (2) additional one-year terms. The City reserves the right to modify such term upon award of the contract. Additionally, the city will reserve the right to terminate services with or without cause before the end of the term. By submitted a proposal for this RFP, the Contractor agrees to the terms set forth in the PSA attached as Attachment 1.

The Contract shall be a firm-fixed price Contract.

Call Center – Service Hours The hours of operation for transportation services should be available during the hours of operation listed on page 2.

C. Contractor Obligations

I. Requirements for vehicles

Vehicles will have adequate seating for the service being offered. Vehicles shall be equipped with air conditioning. Vehicles must be compliant with all applicable Federal, State, and City laws, rules, regulations, and guidelines. Vehicles must be maintained in good working condition and subject to inspections by City staff at any time. Any replacement vehicle must adhere to the same requirements.

The Company is encouraged to use alternative fuel (e.g. CNG, LPG, L/CNG, ELECTRICAL) whenever feasible.

The City will not provide dedicated parking for these vehicles.

II. Personnel

The Company's will be solely responsible for the provision and satisfactory work performance of all its employees and subcontractors collectively "personnel." The Company is encouraged to solicit qualified personnel from within the City of El Segundo. The City will have the right to demand removal from service, for reasonable cause, any personnel furnished by the Contractor, throughout the term of the agreement.

III. **Coverage of Dispatch Office**

The Transportation Company's office will provide the necessary personnel to ensure efficient and timely administration of reservations, scheduling, and dispatch of trips during regular service hours or Transportation service will be facilitated by way of an online platform accessible via a website and mobile devices.

IV. **Project Manager**

The Company shall identify in writing, its intended Project Manager for this engagement, who will be the person in charge of all management and day-to-day operations of the Contractor. The Project Manager shall be available to City staff during regular business hours (Monday to Friday, 8am-5pm). The Project Manager must have a minimum of four years supervisory experience in public transportation operations or a related industry (at least one year being in a paratransit environment.) The Project Manager will demonstrate, by decision and action, competency in all aspects of the City ADA/transportation services. The Project Manager must be knowledgeable about ADA rules, regulations, and compliance. The Project Manager will be assigned to investigate and provide satisfactory response to customer comments and complaints.

The Project Manager will not be replaced without naming a replacement accepted by the City in writing and ensuring sufficient lead-time to prevent a gap in on-site management. Contractor shall submit a resume to the City for any proposed replacement candidate and an interview of the proposed replacement candidate may be required by the City.

Driver Qualifications

The Contractor must provide drivers who are always:

- a. Licensed to operate a vehicle in the State of California as well as maintain a valid medical certificate and any other licenses required by applicable Federal, State, or local regulations.
- b. Alert, careful, courteous, and competent in their driving habits.
- c. Neat and clean in appearance
- d. Enrolled in the DMV Pull Notice Program,
- e. and must meet the following criteria:
 - i. No more than three (3) moving violations during the five (5) year period preceding application for this program; and
 - ii. No more than one (1) moving violation within the twelve (12) month period preceding application for this program; this will continue to be monitored during each semi-annual review of the driving record; and
 - iii. No reckless driving violations will be allowed; evidence of reckless driving violation will be grounds for removal from this program; and
 - iv. Under no condition will an applicant be accepted as a driver for this program if he or she has ever been convicted of a felony and/or he or she has ever been convicted of a drug or alcohol offense or

had his or her license suspended due to a drug or alcohol offense and, if convicted after employment of such offense, shall be considered grounds for immediate dismissal from this program;

- v. Pass the screening and background check process.

- f. Testing and Driving Records: To the extent legally permissible, Contractor shall provide a program for drug testing of drivers and other personnel in a form reasonably acceptable to the City. Contractor must have in place pre-employment and random testing procedures in full compliance with Federal drug-testing law.

Within the 30 days of approval of the agreement and semi-annually during the term, the Company must submit to the City, updated listings of drivers employed to provide service to the City of El Segundo. In no event will the Contractor employ any drivers who possesses a driving record with a citation for driving under the influence.

"New Hire" training shall be no less than the minimum required by law and must include both classroom and behind-the-wheel training. "Refresher" training is required for all drivers on an annual basis and may be addressed through routine safety meetings. Monthly safety meetings must be conducted for all personnel associated within this contract to advise them of changes in procedure and to reinforce practices related to provision of quality service. The Contractor shall maintain records of new-hire training completion and safety meeting attendance.

Invoicing

The Contractor must submit a detailed invoice to the City on a monthly basis. The City must remit payment within forty-five (45) days of receipt and approval of each invoice. Without the Contractor's timely submittal of the monthly reporting summaries, the monthly invoice will not be paid. The City may, at any time, conduct an audit of any and/or all records of the Contractor related to this service.

Records and Reports

1. Accident Reporting and Follow-Up

The following types of accidents/incidents must be reported to the City immediately upon occurrence and a final written report submitted to the City by the Contractor within 24-hours:

- Collisions between a vehicle and another vehicle, person, or object
- Passenger accidents, including falls to vehicle passengers who are entering, occupying, or exiting the vehicle
- Disturbances, altercations, ejection, fainting, sickness, deaths or assaults to passengers or drivers
- Vandalism to the vehicle while in service
- Passenger complaints of injury or property damage or other circumstances which are likely to result in the filing of claims against the Contractor or City
- Any passenger, driver and service complaint that arises from an accident

The Contractor must ensure proper follow up on any accidents or incidents, where appropriate, to ensure that any unresolved safety hazards or liability issues are addressed. The Project Manager must maintain reports and provide copies of reports and logs within 24 hours of demand

by the Director of Community Services Department.

2. Supervision - Customer Complaints/Comments

All customer complaints or comments related to any part of the services performed under the contract that are received in Transportation Company's office must be fully documented and all other services are forwarded to City on an immediate basis. The Transportation Company must send the City a customer complaint summary detailing the incident, investigation, and resolution of the complaint. All complaints forwarded by City to the Company shall be investigated and responded to within five (5) working days. The final decision regarding the validity of the complaint rests with City. City reserves the right to have the Transportation Company re-investigate and resolve complaints, and to conduct its own investigation if necessary.

Compliance with the Clean Air Act: The Transportation Company must comply with all Federal, State and its subdivisions, county and local pollution control laws and regulations applicable to the Company's transit services.

Section 3: Administration and Management

The Company must provide a detailed plan for project management, communication/coordination, and quality control to ensure successful and timely completion of the contract documents. The work must commence upon the issuance of a Notice to Proceed, anticipated to be on or about July 2022 but subject to change.

Section 4: Proposal

The proposals, at a minimum, must include the following information:

- A. Cover Letter Including the name of the main contact and their contact information including name, title, address, phone number and email address. The letter must also provide a brief description of how the company plans to effectively provide transportation services in a manner that demonstrates the proposer's understanding of the scope of work (no more than four pages, single-spaced type). This description must include the number and kind of vehicles the company will use to transport the registrant population described in Section II (Scope of Work) and a statement that the company will meet all the expectations described in Section II, subsection C.
- B. Cost Proposal Providing a clear and descriptive cost proposal narrative explaining the itemized cost for all services inclusive of vehicle operations, maintenance costs and call center labor and supply costs. The narrative must clearly and fully identify all transportation services-related expenses that will be applied to the City's program. Prior to entering into an agreement with the City, the selected Transportation Company(s) must verify and submit evidence that they have adequate assets to undertake the effort they propose and that such assets are free of liens and encumbrances to the degree that such liens or encumbrances might reasonably interfere with the provision of the service proposed. A certified financial statement reflecting the financial condition of the proposer including a full and detailed presentation of the true condition, as of March 2022, or more recently If available, of the proposer's assets, liabilities, and net worth. In the event the

proposer's fiscal year is reported on a basis other than calendar year, the latest annual financial report along with a current year-to-date financial report (balance sheet and profit/loss statements) will be accepted.

- C. Qualifications Provide a narrative on the general overview of the proposer's relevant experience in providing the scope of services being requested and of project(s) like this project in scope or size. Includes references.
- D. Personnel and Project Management Including a list of key project staff and their qualifications, including sub-consultants, if any, to be retained by the consultant. Include an organization chart of the proposed project team. Include a statement committing the Project Manager to the entire project from start-up to completion, noting workload and availability consistent with availability requirements set forth herein.
- E. Scope of services to be provided with a breakdown of different tasks.
- F. Fee for Services including a fee breakdown by task. The fee must be a not-to-exceed amount, including the estimated "other direct costs" such as mileage and reproduction. The Fee Proposal will include rates, noting overhead and profit percentages, and must be submitted with the proposal in a *separate* sealed envelope.
- G. Proposed schedule to provide the transportation services starting from the date of receipt of a Notice to Proceed from the City. The schedule should allow for review time for impacted agencies/parties.
- H. Statement of Acceptance that transit operator is agreeable to execute the enclosed Professional Services Agreement (Attachment A: Sample Professional Services Agreement), to provide proof of insurance as noted in the agreement and to obtain and maintain a City Business License for the duration of the services

Section 5: Selection Process

Selection will be made by City staff based on content within the submittals with an emphasis on qualifications, project understanding, professional experience, project deliverables, and ability to meet all aspects of the scope of work. The City will also evaluate based on results of reference checks, project schedule, and proposal fee and rate schedule. In addition, the City may interview vendors.

The Community Services Department will make a recommendation to the City Council regarding the award of a contract based upon the department's evaluation. The City reserves the right to reject any or all proposals, in whole or part, to waive any minor irregularity in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the City. The City further reserves the right to cancel this RFP at any time.

The successful consultant is selected by the City Council acting within its sole discretion. The City Council is under no obligation to contract with any consultant

Proposals shall remain effective for sixty (60) days beyond the submittal deadline. All documents, drawings, and findings that are associated with this project shall be the property of the City of El Segundo.

RFP Instruction:

All aspects of this RFP will be managed on the City of El Segundo Bid/RFP webpage. Any and all updates, addenda, questions and answers and changes to this RFP will be distributed through the Bid/RFP webpage. The City shall not be held responsible or liable if interested bidders or proposals misses any information relevant to this RFP.

Submittal Information:

To be considered, proposers must submit five (5) copies and one (1) electronic copy of their proposal in a sealed envelope with the name and address of the company submitting the proposal and it should be clearly marked with the words “**Request for Proposal 22-04**” and the title “**On-Demand Passenger Transportation/City of El Segundo**” no later than 11:00a.m. PST on March 29, 2022 to:

City of El Segundo
City Clerk’s Office
350 Main Street, Room 5
City of El Segundo, CA 90245-3813

All submittals received after the scheduled submittal deadline will not be accepted and can be returned unopened at Proposer’s expense.

Questions, Answers and Addenda to RFP:

Questions pertaining to this RFP shall be submitted via email to Ryan Delgado, Recreation Supervisor, at rdelgado@elsegundo.org by 5:00p.m. PST on Tuesday March 22, 2022 with the name of the RFP in the title of the email. Proposers shall not contact any other City staff with questions. Formal answers to all questions will be posted by the City via formal written addenda by Thursday March 24, 2022 no later than 5:00p.m. PST.

It is the sole responsibility of the Proposer to ensure that they have received the entire Request for Proposal, including any and all questions, answers and addenda by visiting the City of El Segundo Bid/RFP webpage [Bid / RFP | El Segundo](#)

Project Schedule

The City reserves the right to make changes to the below schedule but plans to adhere to the implementation of this proposal process as follows:

Project Schedule	
March 17, 2022	RFP Release Date
March 22, 2022 @ 5:00pm	Deadline to Submit Questions
March 24, 2022 @ 5:00 pm	City Responses to all Questions posted on City website
March 29, 2022 @ 11:00am	Proposals Due
March 2022	City Review and Interviews of Qualified Consultants
April 2022	Selection of Consultant
May 2022	Presentation to City Council
July 2022	Commence Service

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF EL SEGUNDO AND**

[redacted]

This AGREEMENT is entered into this [redacted] day of [redacted], 20[redacted], by and between the CITY OF EL SEGUNDO, a municipal corporation and general law city ("CITY") and [redacted] [name], a [redacted] [type of organization] ("CONSULTANT").

1. CONSIDERATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;
- 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 sum not to exceed [redacted] dollars (\$ [redacted]) for CONSULTANT's services. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum as specified in the attached Exhibit "A," which is incorporated by reference.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform services listed in the attached Exhibit "B," which is incorporated by reference.
- B. 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, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PERFORMANCE STANDARDS. While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

4. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit "A") the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

5. **NON-APPROPRIATION OF FUNDS.** Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

6. **ADDITIONAL WORK.**

- A. CITY's city manager ("Manager") may determine, at the Manager's sole discretion, that CONSULTANT must perform additional work ("Additional Work") to complete the Scope of Work. If Additional Work is needed, the Manager will give written authorization to CONSULTANT to perform such Additional Work.
- B. If CONSULTANT believes Additional Work is needed to complete the Scope of Work, CONSULTANT will provide the Manager with written notification that contains a specific description of the proposed Additional Work, reasons for such Additional Work, and a detailed proposal regarding cost.
- C. Payments over \$ [REDACTED] for Additional Work must be approved by CITY's city council. All Additional Work will be subject to all other terms and provisions of this Agreement.

7. **FAMILIARITY WITH WORK.**

- A. By executing this Agreement, CONSULTANT agrees that it has:
 - i. Carefully investigated and considered the scope of services to be performed;
 - ii. Carefully considered how the services should be performed; and
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

8. **TERM.** The term of this Agreement will be from [REDACTED], to [REDACTED]. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- A. Completion of the work specified in Exhibit "A";
- B. Termination as stated in Section 16.

9. **TIME FOR PERFORMANCE.**

- A. CONSULTANT will not perform any work under this Agreement until:

- i. CONSULTANT furnishes proof of insurance as required under Section 23 of this Agreement; and
 - ii. CITY gives CONSULTANT a written notice to proceed.
- B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

10. **TIME EXTENSIONS.** Should CONSULTANT be delayed by causes beyond CONSULTANT's control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify the Manager within forty-eight hours (48 hours), in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

11. **CONSISTENCY.** In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

- A. Exhibit A: Scope of Work;
- B. Exhibit B: Budget; and
- C. Exhibit C: Proposal for Services.

12. **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.

13. **TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with a Taxpayer Identification Number.

14. **PERMITS AND LICENSES.** CONSULTANT, at its sole expense, 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.

15. **WAIVER.** CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

16. **TERMINATION.**

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.

- B. CONSULTANT may terminate this Agreement at any time with CITY's mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.
- C. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own cost; CITY will not be obligated to compensate CONSULTANT for such work.
- D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, 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, not to exceed the total costs under Section 1(C).
- E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- F. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

17. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement are CITY's property. CONSULTANT may retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk.

18. PUBLICATION OF DOCUMENTS. Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or public CITY without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

19. INDEMNIFICATION.

- A. **CONSULTANT agrees to the following:**
 - i. ***Indemnification for Professional Services.*** CONSULTANT will save harmless and indemnify and at CITY's request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.
 - ii. ***Indemnification for other Damages.*** CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without

limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 23, 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.

20. **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.

21. **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.

22. **AUDIT OF RECORDS.** CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

23. **INSURANCE.**

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits
Commercial general liability:	\$2,000,000
Business automobile liability	\$5,000,000

Workers compensation Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.
- C. Professional liability coverage will be on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. 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.
- D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- E. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.”
- F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONSULTANT’s expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 16.

24. USE OF SUBCONTRACTORS. CONSULTANT must obtain CITY’s prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

25. INCIDENTAL TASKS. CONSULTANT will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

26. 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:

If to CONSULTANT:

If to CITY:

City of El Segundo

El Segundo, CA

Attention: [REDACTED]

Attention: [REDACTED]

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.

27. **CONFLICT OF INTEREST.** CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

28. **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.

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

30. **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.

31. **COMPLIANCE WITH LAW.** CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

32. **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. There are [REDACTED] () Attachments to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

33. **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.

34. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

35. **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. CITY's executive manager, or designee, may execute any such amendment on behalf of CITY.

36. **ACCEPTANCE OF ELECTRONIC SIGNATURES.** In accordance with Government Code §16.5, the Parties agree that this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

37. **CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

38. **TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.

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

40. **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 CITY.

[Signatures on next page]

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

CITY OF EL SEGUNDO

Scott Mitnick,
City Manager

ATTEST:

Tracy Weaver,
City Clerk

Taxpayer ID No. _____

APPROVED AS TO FORM:
MARK D. HENSLEY, City Attorney

By: _____
Joaquin Vazquez,
Deputy City Attorney

ATTACHMENT A