



CITY OF EL SEGUNDO  
COMMUNITY DEVELOPMENT DEPARTMENT  
350 Main Street  
El Segundo, CA 90245

### **REQUEST FOR PROPOSAL**

PROPOSAL NUMBER: 24-07  
PROPOSAL TITLE: General Plan Land Use Element Update  
REQUESTING DEPARTMENT: Community Development Department  
RELEASE DATE: August 15, 2024

**DUE DATE: October 24, 2024, no later than 2:00PM**

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 350 Main Street El Segundo, CA 90245-3813 until 2:00PM (PST), October 24, 2024.

**Late proposals will not be accepted.**

Interested parties may obtain a copy of this RFP by accessing the City of El Segundo website:

<https://www.elsegundo.org/government/departments/city-clerk/bid-rfp>

Any and all updates, addenda, questions and answers and changes to this RFP will be distributed through the Bid/RFP webpage. The city will not be held responsible or liable if interested bidders or proposals miss any information relevant to this RFP.

**CITY OF EL SEGUNDO  
 REQUEST FOR PROPOSALS  
 GENERAL PLAN LAND USE ELEMENT UPDATE # 24-07  
 AUGUST 15, 2024  
 TABLE OF CONTENTS**

I. Introduction.....3  
 A. General Information .....3  
 B. Term of Engagement .....4  
 II. Nature of Services Required .....4  
 A. General .....4  
 B. Scope of Work to be Performed .....4  
 a. Summary of Existing Conditions .....4  
 b. Technical Analysis .....5  
 c. Land Use Alternatives Analysis .....5  
 d. Environmental Impact Report .....6  
 e. Hearings, Meetings, and Events .....6  
 f. Zoning Code and Map Consistency Recommendations .....6  
 III. Schedule .....6  
 IV. Proposal Requirements .....7  
 V. Evaluation of Proposals .....10  
 A. Review of Proposals .....10  
 B. Additional Information .....10  
 C. Oral Presentations .....11  
 D. Final Selection .....11  
 E. Right to Reject Proposals.....11  
 VI. Resources.....12

## **I. Introduction**

### **A. General Information**

The City of El Segundo (“City”) is requesting proposals from qualified consulting teams or firms (“Consultant”) to assist the City in the update of its land use element, which was last updated in 1992. Its goals, objectives, policies, and programs relate directly to other elements in the general plan, which is comprised of 10 elements. It serves as a guide to inform future land use decisions, establishes land use designations and policies that identify a range of zoning options that can be applied to property, and assists decision-makers as they review planning applications for new projects or consider proposals for ordinances or policies.

There is no expressed or implied obligation for the City of El Segundo to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt.

To be considered, one (1) digital copy of a proposal clearly marked “RFP 24-07 General Plan Land Use Element Update” and contained in a sealed envelope shall be received no later than 2:00 p.m. (PDT), October 24, 2024 at the following address:

City of El Segundo  
Office of the City Clerk  
350 Main Street  
El Segundo, California 90245

Proposals received after the scheduled submittal deadline will not be accepted and may be returned at the proposer’s expense.

The City of El Segundo reserves the right to reject any or all proposals submitted, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items. The successful finalists may be required to submit additional copies of the proposal.

During the evaluation process, the City of El Segundo reserves the right, where it may serve the City of El Segundo’s best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City of El Segundo, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City of El Segundo reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected is not. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of El Segundo and the firm selected.

It is anticipated the selection of a firm will be completed by December 2024. Following the notification of the selected firm, a recommendation and proposed contract will be prepared for review and approval by the City Council in a regular meeting.

## B. Term of Engagement

The City intends to contract for the services presented herein for a term of no more than two (2) years. The City of El Segundo reserves the right to extend the term of this contract for two (2) additional one-year terms subject to the satisfactory negotiation of terms, including a price acceptable to both the City and the selected firm.

## II. Nature of Services Required

### A. General

The City of El Segundo is soliciting the services of qualified consulting teams or firms to assist the City in the update of its land use element, which was last updated in 1992. These services are to be performed in accordance with the provisions contained in this request for proposals.

#### Community Profile

The City of El Segundo was incorporated in 1917 and is in the South Bay Region of Los Angeles County, roughly 20 miles southwest of downtown Los Angeles. The city is bordered by the Los Angeles International Airport to the north, the Pacific Ocean to the west, Manhattan Beach to the south, and the 405 Freeway to the east. The small town, 5.46 square miles, has a residential population of approximately 17,272, per the 2020 Census. El Segundo is a thriving business center with a daytime (employee) population that exceeds 70,000. The city is home to several Fortune 500 companies and well-known companies including Boeing, Chevron, L'Oreal, Mattel, Raytheon, Beyond Meat, Los Angeles Times, Los Angeles Chargers, Los Angeles Lakers, and LA Kings.

### B. Scope of Work to be Performed

El Segundo's Land Use Element, which was last updated in 1992, has the broadest scope of all the General Plan elements. Currently, it does not reflect current population trends, economic conditions, or development, leading to inefficient land use. It fails to account for current housing and traffic congestion, does not address modern environmental concerns and principles, and hinders economic development by failing to capitalize on emerging economic trends. The City intends to obtain the services of a qualified consulting team to provide the services listed below. All proposers are strongly urged to be knowledgeable about the State Office of Planning and Research's (OPR) [2017 General Plan Guidelines](#) and the [land use element](#) requirements. In addition, proposals must help implement the goals and objectives outlined in the [City Council's Strategic Plan](#). Furthermore, the land use element must be consistent and compatible with the Southern California Association of Governments (SCAG) [Regional Transportation Plan/Sustainable Communities Strategy \(RTP/SCS\)](#) as well.

#### a. Summary of Existing Conditions

An existing condition report for the land use element is crucial for effective planning and development strategies. This report should include a thorough understanding of the urban history of El Segundo and the region, and the current state, including its environmental, social, and economic aspects. It offers insights into existing infrastructure, natural resources, demographic patterns, and land use trends, which are essential for identifying opportunities and challenges. Moreover, an accurate depiction of existing conditions serves as a baseline for evaluating the impact of proposed developments and ensures sustainable growth that respects the unique

character and resources of the area. Ultimately, integrating existing conditions into land use planning fosters informed decision-making and enhances the overall quality of life for residents.

b. Technical Analysis

i. Market and Fiscal

Analyze existing market conditions and anticipated fiscal outcomes for land use alternatives. Provide a report, including a summary table, and recommendations which:

- Document existing conditions to analyze the following: socioeconomic data, existing land uses and fiscal implications, and existing regulations and infrastructure that support business growth and expansion. The analysis should relate these conditions to local, regional, and national economic growth sectors, trends, and opportunities, identifying opportunities for sustainable job growth.
- Provide a place-based analysis of the potential value of major prospective project sites and recommendations for commercial corridors, including associated infrastructure and service demands and public service costs, to inform public and/or public-private partnership investment opportunities
- Identify potential approaches to working with the private sector to achieve shared objectives and potential funding sources for economic development programs and projects that will help build long-term economic development.

The selected consultant must incorporate the goals and objectives of Economic Development aimed at industry diversification, business attraction, retention, expansion, and promotion of the city as a tourist destination.

ii. Other CEQA-required Technical Studies

c. Land Use Alternatives Analysis

The findings of the existing conditions analysis, and other qualitative and quantitative factors may lead to a need to identify land use alternatives. A report should evaluate how the alternatives meet the community's vision relative to identified City goals as well as evaluate the environmental, equity, health, and economic impacts for each. The report should include recommended policies and strategies for element implementation that support the preferred land use alternative to address the community's vision.

In particular, the City is interested in evaluating existing land use regulations that are not conducive to current market conditions and promoting and enhancing development opportunities east of Pacific Coast Highway to ensure continued growth of tax generating uses.

In addition, the City would like to investigate the introduction of limited residential uses in the west portion of the Smoky Hollow Specific Plan area (while preserving while light industrial, tech start-up, creative office and R&D character), as well as medium-to-high density housing uses in the east portion of Smoky Hollow, north of Grand Avenue.

Any new zoning district recommendation must include a land use tabulation that summarizes:

- All existing and proposed land uses;
- Identify the preferred land use type that would best function in those districts; and
- Preferred land use alternative report detailing consolidating existing districts/overlays/specific plans may maximize land use.

d. Environmental Impact Report

Prepare all required analyses for California Environmental Quality Act (CEQA) compliance.

e. Hearings, Meetings, and Events

Proposals should reflect the time required to prepare for and attend at a minimum:

- Monthly checking/coordination meetings with City staff, with an appropriate mix of in-person meetings and conference calls
- Up to 10 community meetings/events
- Up to 10 City Council meetings
- Up to 5 Planning Commission meetings
- 2 City Council hearings
- 1 internal project kick-off meeting with City staff
- 1 CEQA scoping meeting
- Attendance and presentation at technical advisory body meetings as required

f. Zoning Code and Map Consistency Recommendations

Prepare recommendations for Zoning Code and Map amendments necessary to implement the element and ensure consistency with other elements’ goals, policies, and programs. The recommendations should be provided as a summary matrix of issues that require attention, a list of next steps, and potential zoning map amendments.

### III. Schedule

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

Issue RFP	August 15, 2024
<b>Deadline for Questions</b>	<b>Sept. 5, 2024</b>
Response to Questions	Sept. 19, 2024
<b>Proposal Due</b>	<b>2:00pm, Oct. 24, 2024</b>
Interview List Selection	Nov. 14, 2024
Interviews	Week of Nov. 25th, 2024
Selection	December, 2024

## IV. Proposal Requirements

### 1. General Requirements

All questions with regards to the request for proposals must be submitted by 5:00 PM on September 5, 2024, via email to:

Michael Allen, AICP Community Development Director  
E-mail [Mallen@elsegundo.org](mailto:Mallen@elsegundo.org)

The email subject line item must be title “RFP 24-07 General Plan Land Use Element Update”

Responses to all questions will be posted on our website by end of day on September 19, 2024.

**Contact with personnel of the City other than Mr. Allen regarding this proposal may be grounds for elimination from the selection process.**

### 2. Submission of Proposals

To be considered, proposer must submit one (1) digital 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 Poposal #24-07**” and the title “**General Plan Land Use Update**” no later than 2:00 P.M. PST on **October 24, 2024**, at the following address:

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

#### a. Title Page

Title page showing the request for proposal’s subject; the firm’s name; the name, address, and telephone number of a contact person; and the date of the proposal.

#### b. Table of Contents

Include clear identification of the material by section and page number.

#### c. Transmittal Letter

A signed letter of transmittal by an individual authorized to briefly state the proposer’s understanding of the work to be done; the commitment to perform the work within the time period; a statement about why the firm believes itself to be best qualified to perform the engagement; and a statement that the proposal is a firm and irrevocable offer.

#### d. Questionnaire

Proposer shall provide responses and information to fully satisfy each item in the Questionnaire (as listed in the Questionnaire section below). Each question should be presented before the proposer’s response.

e. Attachments

Any attachments submitted with proposals should be attached here.

A. Questionnaire

a. Proposer and general information

- Provide the proposer's name and address.
- Provide information on the primary contact who will be able to answer questions about the proposal; include a name, title, telephone number, and email address.

b. Firm qualifications and experience

- Describe the lead firm and subconsultants' history and organizational structure. Include the size of the firm, location of offices, years in business, organizational chart, name(s) of owner(s) and principal parties, and number and position titles of staff.
- What is the primary business of the parent company and/or affiliates?
- Which of the organization's office(s) will have primary responsibility for managing this account? List the members of your team who will be responsible for providing the services and for ongoing support.
- What is the firm's experience conducting the services requested? Describe comparable projects performed by your firm in the last five years, including the number of projects, scope of service, and status of projects.
- Comment on other areas that may make the firm different from its competitors.

c. Team member qualifications and experience

- Describe the qualifications of staff proposed for the assignment, position(s) in the lead firm and sub-consultants, and types and amount of equivalent experience. Be sure to include any municipal agencies they have worked with in the past three years and their level of involvement. Include a description of how overall supervision will be provided.
- Identify and provide the resume(s) of the personnel who will be assigned to this project.

d. Questions/responses to the scope of services

- Each proposer shall include a detailed scope of work and understanding of the process to undertake such projects and complete it in compliance with all applicable rules, regulations, standards, and requirements. The scope of work shall indicate the tasks/actions the firm(s) expect the City to take.
- Describe the methods by which the proposer will fulfill the services requested in the scope of work and subsequent sections.
- Provide a statement of the service(s) that differentiate the proposal from other respondents.

e. Proposed fees/budget

The fee proposal shall indicate the expected total fee for the work described in the services proposal. The total fee shall be itemized by task, including firm(s) staff time and hourly rates, and other direct costs such as printing and travel. Proposers are encouraged to propose alternative approaches to tasks that could efficiently and cost-effectively be used to achieve the same goal.

- Provide fees for the proposed services. Fee quotes should be detailed by service.

- Outline billing and payment expectations, including timing and method of payment.
- Describe any remaining fees not previously detailed.

f. References

- List the name, address, and telephone number of references from at least three recent similar projects. Include a brief description of the work provided for each reference. Municipal or county projects are preferred, reflective of expertise discussed in Section II. You may offer more than three recent similar projects if desired. The references should include the start date of the project and the date of completion for each project.

g. Implementation schedule

Include a detailed implementation schedule that notes key project milestones, critical path items that are dependent on the City taking action, and timelines for deliverables. Identify any assumptions used in developing the schedule.

h. Certificate(s) of Insurance

The City will require the successful proposer to provide Certificates of Insurance evidencing required coverage types and the minimum limits. See the attached City Draft Standard Agreement for more information on the City's insurance requirements.

i. Business Tax Certificate

The proposing organization does not require an El Segundo business tax certificate to respond to this RFP. However, the successful proposer will be required to acquire an El Segundo business tax certificate during the contracting process and to maintain an active certificate throughout the contract period. The cost of this shall be included in the total proposal price.

j. Standard City Professional Services Agreement

The City will require the successful proposer to execute a professional services agreement with the City. Please review the attached draft agreement and identify any questions or areas of concern in your response to the City. Any/all requests for changes to the agreement must be included with the responsive proposal.

B. Price

1. Itemized List of Total All-inclusive Maximum Costs/Price

The price should contain all information relative to performing the engagement as described in this request for proposals. The itemized of total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses and additional services.

Cost for services should be broken down by task as much as possible in a form which allows the City to exclude certain tasks/deliverables from the scope if the City desires.

The City of El Segundo will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

2. Anticipated Rates Times the Hours for Each Partner, Specialist, Supervisory and Staff Level to be assigned to the Engagement

The price should include a schedule of professional fees and expenses in the format provided in the attachment (Exhibit B), that supports the total all-inclusive maximum price.

3. Out-of-Pocket Expenses Included in the Total All-inclusive Maximum Price

Out-of-pocket expenses for firm personnel should be presented in the format provided in the attachment (Exhibit B). All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

4. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's bid amount. Interim billings shall cover a period of not less than a calendar month. Payments will be made within 30 days of the submission of invoices to the City.

**Cost will not be the primary factor in the selection of a consultant firm.**

**V. Evaluation of Proposals**

A. Review of Proposals

The City of El Segundo will use a point formula during the review process to score proposals. The firms with an unacceptably low technical score will be eliminated from further consideration.

<b>Criteria</b>	<b>Points</b>
Project Understanding	25
Scope of Work	25
Firm Qualifications and Experience	15
Project Team Qualifications and Experience	15
References and Satisfaction of Previous Clients	10
Implementation Schedule	10
Total	100

The price will then be considered and additional points will be added to the technical score. The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other proposers.

B. Additional Information

During the review process, the City reserves the right to:

- request additional information or clarification from proposers, or allow clarifications, corrections of errors, or correction of omissions;
- make such investigations as it deems necessary to determine the ability of the proposer to provide services meeting a satisfactory level of performance in accordance with the City's requirements;
- reject any or all proposals, in whole or part;
- waive any informality in any proposal;
- accept the proposal which it deems best suited to serve the City's interest;
- accept or reject any changes in key staffing, including changes to the originally listed Project Manager. To make this determination, additional interviews, reference checks, and qualifications may be required and assessed.

Pertinent existing documents, maps, data, and other resources held by the City will be made available to the selected firm upon Notice to Proceed.

All deliverables will be submitted in electronic format to the City. Hardcopies required by State, regional, local, or any other agencies other than the City should be accounted for in the proposed cost.

**All cost proposals should include a 10% contingency.**

#### C. Oral Presentations

During the evaluation process, the City of El Segundo may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the City of El Segundo may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

#### D. Final Selection

It is anticipated that a firm will be selected in December 2024. Following notification of the firm selected, it is expected that a contract will be awarded by City Council at the second regularly scheduled meeting held in December 2024.

#### E. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of El Segundo and the firm selected.

The successful bidder is selected by the City Council acting within its sole discretion. The City Council is under no obligation to contract with any bidder. If the City Council determines bids are unacceptably high, or specifications were misleading, it may reject any or all bids presented, and the item may be rebid.

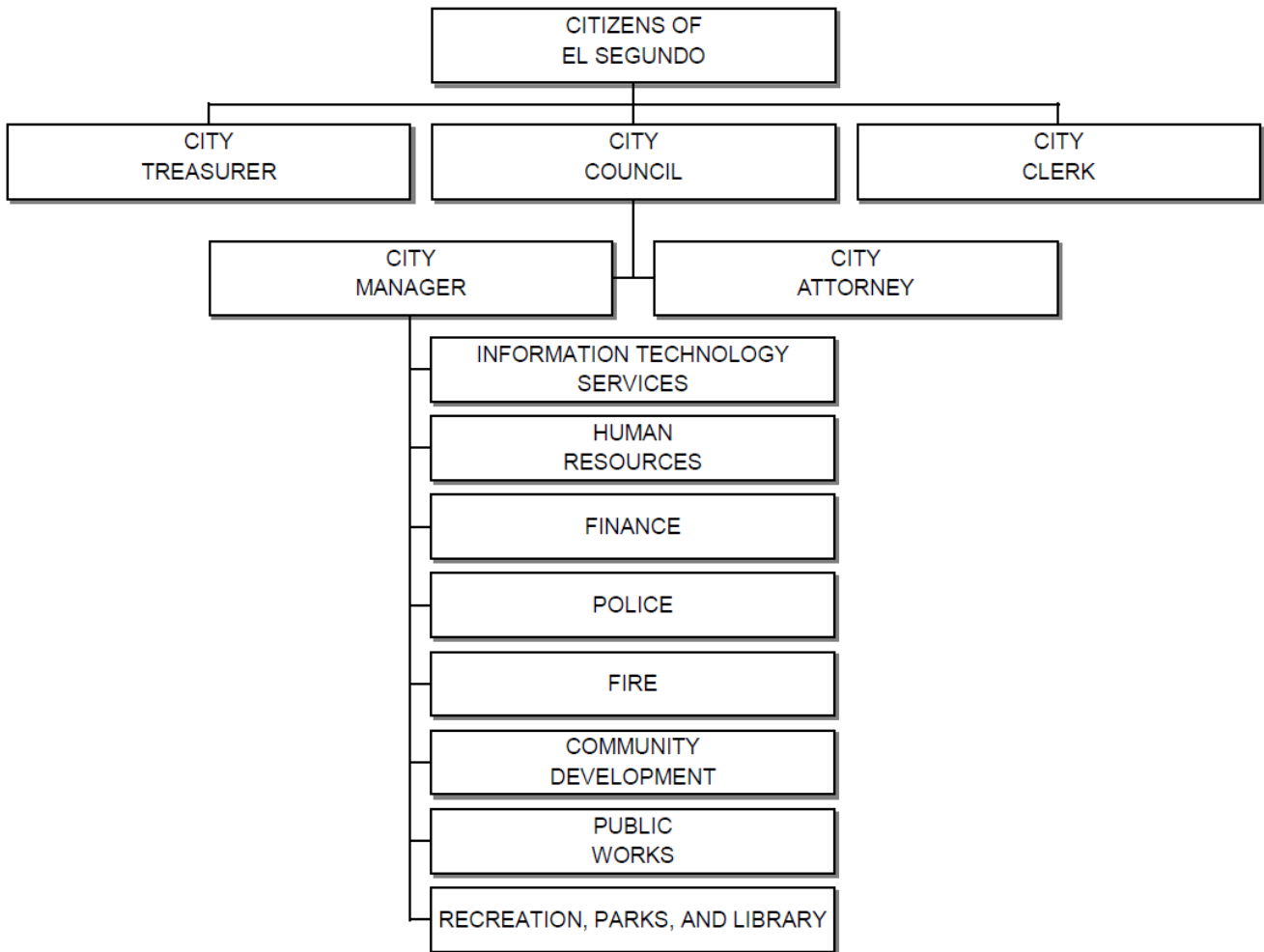
## **VI. Resources**

1. [Existing General Plan](#)
2. [Regional Transportation Plan/Sustainable Communities Strategy \(RTP/SCS\)](#)
3. [Bicycle Master Plan](#)
4. [Climate Action Plan](#)
5. [Downtown Specific Plan](#)
6. [Various Specific Plans](#)
7. [Municipal Code](#)
8. [City Map](#)
9. [Adopted Budget FY 24-25](#)
10. [City Council Strategic Plan](#)
11. [SCAG Community Profile](#)
12. [Economic Development](#)
13. [Bid/RFP](#)

**EXHIBIT A**

# City Of El Segundo

**ORGANIZATION CHART**



## EXHIBIT B

### SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE PROPOSAL

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	_____	_____	_____	_____
Managers	_____	_____	_____	_____
Supervisory Staff	_____	_____	_____	_____
Staff	_____	_____	_____	_____
Other (specify):	_____	_____	_____	_____
Subtotal				\$ _____
Total for services described in Section IV C of the request for proposals.				\$ _____
Out-of-pocket expenses:				
Meals and lodging				\$ _____
Transportation				_____
Other (specify): _____				_____
Total all-inclusive maximum price				\$ _____

\*Please attach itemize schedule for all services described in Section II.

*Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.*

THIS PAGE INTENTIONALLY LEFT BLANK

# EXHIBIT C

## INSURANCE REQUIREMENTS [MUST BE SUBMITTED WITH PROJECT PROPOSAL]

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$1,000,000
Professional liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance must meet or exceed the requirements of the most recent ISO-CGL Form Number. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the 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 the City will be excess thereto. Such insurance must 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 the City.

Professional liability coverage must 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,” the Consultant must continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated (“extended insurance”). Such extended insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and cover the Consultant for all claims made by the City arising out of any errors or omissions of the Consultant, or its officers, employees or agents during the time this Agreement was in effect.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Consultant must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.” Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Consultant will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City’s consultant. Failure to provide this form may render the bidder’s proposal “nonresponsive.”

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder

THIS PAGE INTENTIONALLY LEFT BLANK



## EXHIBIT D

### 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 [ENTITY NAME], a [LOCATION AND TYPE OF ENTITY, E.G., A CALIFORNIA CORPORATION] ("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] 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 "A," 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. 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.

**7. TERM.** The term of this Agreement will be from \_\_\_\_\_, to \_\_\_\_\_. 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 15.

**8. 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.

**9. 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.

**10. 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: [REDACTED]; and

B. Exhibit B: [REDACTED]. [LIST AND DESCRIBE EXHIBITS, AS APPLICABLE. FOR EXAMPLE, THERE MAY ONLY BE EXHIBIT "A" AND NOT AN EXHIBIT "B"]

**11. 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.

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

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.
  - 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. 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 *Error! Reference source not found.*2, 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.

**19. 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.

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

**21. 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.

**22. 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:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$1,000,000
Professional Liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. 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 *Error! Reference source not found.*

**23. 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.

**24. 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.

**25. 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:

Attention: [Click here to enter text.](#)  
[Click here to enter text.](#)

If to CITY:

Attention: [Click here to enter text.](#)  
 City of El Segundo

Click here to enter text.  
Click here to enter text.  
phone  
email

Click here to enter text.  
Click here to enter text.  
phone  
email

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.

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

**27. 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.

**28. 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.

**29. 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.

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

**31. 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. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

**32. 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.

**33. 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.

**34. 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.

**35. ELECTRONIC SIGNATURES.** This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one Agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart. In accordance with Government Code § 16.5, the Parties agree that this Agreement, Agreements ancillary to this Agreement, and related documents to be entered into in connection with 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.

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

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

**38. 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.

**39. 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

[CONSULTANT NAME] [REVIEW  
VENDOR SIGNATURE GUIDE]

[SIGNATORY DEPENDS ON \$ AMOUNT]

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

Title: \_\_\_\_\_

ATTEST:

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

\_\_\_\_\_  
Tracy Weaver,  
City Clerk

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

By: \_\_\_\_\_  
Joaquin Vazquez, Assistant City Attorney