

# City of El Segundo



## REQUEST FOR PROPOSALS

for

### Water Distribution and Facilities Condition Assessment

RFP Number:	25-05
RFP Title:	Water Distribution and Facilities Condition Assessment
Requesting Department:	Public Works
Request for Proposal (RFP) Release Date:	July 28, 2025
Mandatory Walk-Through Date:	August 13, 2025 9:00 a.m.
<b>Proposal Due Date:</b>	<b>September 10, 2025 11:00 a.m.</b>

Notice is hereby given that sealed proposals will be received in the Office of the City Clerk, City Hall, 350 Main Street, El Segundo, California 90245 until 11:00 a.m. (PST), September 10, 2025.

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 shall not be held responsible or liable if interested bidders or proposals miss any information relevant to this RFP.**

**The City of El Segundo Public Works Department is soliciting proposals for a Water Distribution and Facilities Condition Assessment:**

1. It is the Bidder's responsibility to read the entire RFP and to comply with all requirements herein.
2. The scope of the RFP is summarized in the Scope of Services section
3. Each Bidder must provide the following included in their response:
  - a. Proposal incorporating all requirements under Section 3, subsections 1 thru 6, 8, 9, 13, and 14
  - b. Completed FCA Sample(s) as described under Section 3-7
  - c. Cost Proposal as described under Section 3-15
4. To be considered, proposers must submit **four (4) original hard copies and one (1) copy on an USB flash drive** 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 #25-05**" and the title "**Water Distribution and Facilities Condition Assessment**" no later than September 10, 2025 at 11:00 a.m. to:

City of El Segundo  
Office of the City Clerk  
350 Main Street, Room 5  
El Segundo, California 90245

5. Submit one **(1) copy** of the Cost Proposal in a separate sealed envelope marked "**El Segundo Water Distribution and Facilities Condition Assessment – Cost Proposal**". Do not include an USB flash drive of the Cost Proposal in your submittal package, nor email it to any City staff.
6. **Late submittals will not be accepted.**
7. City of El Segundo will not accept emails or faxes of the above submittals

## **SECTION 1: BACKGROUND**

The City of El Segundo seeks a consultant experienced in water facility assessment and design to evaluate and modernize its water distribution system and facilities. With increased staffing and operational needs, the design and recommendations will consider the future needs of the Utility Division. Three City water facilities and three distribution systems (See Exhibit A) require additional assessment to aid the City in determining maintenance, modernization, improvement and repair needs.

The goal of these assessments is to develop a project-focused plan and capital improvement program to guide improvement, maintenance or replacement of facilities; establish a conceptual design of recommended improvements to meet future water facility needs; and upgrade the facilities to current building, fire/life safety, energy efficiency, accessibility, mechanical, electrical, and plumbing (MEP) requirements and/or standards; as well as address environmental hazards (including lead and asbestos). The successful proposer will conduct site evaluations and document the condition of existing facilities, perform non-destructive investigations of building, structural, architectural, ADA accessibility, fire/life safety, MEP, energy, environmental, water distribution and roofing systems. The consultant team will interview key City staff, including facility maintenance personnel and review available as-built documents, studies, ongoing projects, and operations and maintenance records. The assessment will yield a prioritized list of deficiencies and recommended renovations, including costs, to bring facilities to current code requirements. The assessment also will inform a conceptual design for improvements addressing the Utility Division's increased operational needs. Proposers shall also provide a facility replacement cost estimate and generate a Facilities Condition Index (FCI) to compare the renovation cost versus replacement among all facilities identified in Exhibit A. Draft and Final Reports and Designs will be prepared and presented to the City.

*Ultimately, the Public Works Department is looking for a firm that has a demonstrated successful track record of providing water facilities condition assessments, designs and capital program development services to public agencies in Southern California.*

## **SECTION 2: SCOPE OF SERVICES**

The City understands there are a variety of means and methods available to produce assessments that would accomplish the goals set forth in Section 1. As such, the Approach, Terminology and Methodology are open to the proposer's best judgment given similar successful experience at other agencies, but should include the following at a minimum:

- Meetings - project kickoff meeting, progress meetings, and key staff/stakeholder meetings
- Site Visits – need based upon facilities list in Exhibit A and existing data
- Review 2019 Facilities Condition Assessment (FCA), other previous

assessments, and completed water facility projects.

- Water Facilities Condition Assessment Report of each building with FCI's
- A Short-Term (5-Year) CIP Program (most urgent priorities) and a Long-Term Prioritized CIP program (10-Year) **accounting for all building-specific interdependencies**
- A report assessing water distribution assets and systems with improvement recommendations.
- A conceptual facility design based on assessments and facility needs
- Updated costs and funding mechanisms

The assessment shall be all-encompassing, including the following at a minimum:

- Building envelope, to include the outer shell, walls, doors, windows and roof.
- Structural integrity, including walls and foundations.
- Interior walls, ceilings, and flooring.
- Mechanical systems, HVAC, exhaust, ventilation, controls and instrumentation.
- Electrical systems, both interior and exterior, including distribution and lighting.
- Plumbing systems, both interior and exterior.
- Fire/life safety systems.
- ADA accessibility requirements.
- Site assessments of parking, walkways, fencing, and utilities.
- Water distribution systems and assets including piping, equipment, and security.
- The Reports and CIP Programs shall be formatted to present individual facility recommendations as well as the overall CIP recommendations.

### **SECTION 3: PROPOSAL REQUIREMENTS**

Proposers must follow the prescribed format. Do not include any extraneous or marketing material. Proposals shall include sections in the same order and format shown below. The following shall be included in the proposal:

1. Cover Letter/Introduction

RFP responses must include the complete name and address of consultant plus the name, mailing address, email address, and telephone number of the contact person regarding the RFP response. A signature by an authorized representative must be included on each RFP response. Said signature will be considered confirmation of the consultant's ability and willingness to comply with all provisions stated herein. The Cover Letter shall include a statement indicating that the proposed Project Manager is available and fully committed to this effort for the entire duration of service delivery.

2. Table of Contents

The Table of Contents must be a comprehensive listing of the contents included in your RFP response. This section must include a clear definition of the material,

exhibits and supplemental information identified by sequential page numbers and section reference numbers. Each section of the RFP response will be separated by a title page at the beginning of each section.

3. Executive Summary

The Executive Summary shall condense and highlight the contents of the consultant RFP response to provide the Evaluation Committee with a broad understanding of the consultant's approach, proposal, experience, and staffing.

4. Experience

The proposer shall provide a concise statement demonstrating the company's qualifications, experience, expertise, and capability to perform the requirements of this RFP. Provide a brief history of your company including:

- The number of years in business,
- The firm's service commitment to customers,
- Experience with utility projects,
- If the firm is involved in any pending litigation that may affect its ability to provide its proposed solution, ongoing maintenance, or support of its products and services.
- A statement as to whether your firm is an individual proprietorship, partnership, corporation, or private nonprofit firm, and the date your company was formed or incorporated.

5. Third-Party/Subcontractors

If the consultant intends to subcontract, a detailed list of any sub-contractors, partners, or third-party vendors who will be involved in the implementation of the proposed services including but not limited to:

- Description of your company's experience with each of the proposed subcontractors,
- Five (5) customer references for each subcontractor to include references names, addresses, email addresses, and telephone numbers, for products and services like those described in this RFP,
- Describe the specific role of each.

6. Staff Biographies

Submit the resumes of the individuals who will be performing the services for the City. Resumes shall be formatted in the following order:

- Position with the Company,
- Length of time with the Company,
- Licenses, registrations, and certifications as required by law to perform the Scope of Work described herein,
- Educational background,
- Role in the Project,
- Experience with the minimum requirements stated herein,
- Work history on similar or like projects with the other municipalities.

The City must approve any changes to the PM or key personnel provided in this proposal subsequent to contract award.

7. Completed FCA Samples(s)

This section should provide sample(s) of the proposers successful FCAs projects with other agencies. The sample FCAs should make clear the general approach, the execution and delivery of the proposer's services. Ideally, the sample FCAs should demonstrate achieved goals similar to the goals of the City outlined in this RFP.

8. Proposal Response

Under this section proposers shall provide a full, detailed response to the City's Scope of Services listed herein. Consultants should be as thorough as possible in their response; describe your understanding of what is required and your proposed technical and management approach. Expand upon the scope of work, if appropriate, to accomplish the overall objectives, and provide suggestions that may enhance the results or usefulness of the FCA. Provide a proposed schedule for delivering the required services.

9. Issues and Challenges - describe issues and challenges you see as unique to this FCA, and how the proposed PM addressed and resolved similar challenges while providing services to the agencies in the reference projects noted in the previous section.

10. Professional Services Agreement

In addition to the acceptance of the City's Terms and Conditions, the successful proposer will be required to enter into a Professional Services Agreement ("PSA") with the City of El Segundo, a "Sample" of which is found on Exhibit C. All requirements of said PSA must be completed by the successful Proposer and signed by both applicable parties prior to any services being rendered. This RFP sets forth some of the general provisions which may be included in the final PSA. In submitting a response to this RFP, the proposer will be deemed to have agreed to each clause. Any exceptions to this agreement must be noted at the time of submitting a proposal. If no exceptions are noted, the contract will be executed in the form provided. If the terms of the Agreement cannot be agreed upon for any reason, another proposer may be selected. Proposers will be required to obtain and, during the term of the contract, maintain insurance policies as detailed in the sample Agreement.

11. Termination for Default

The City may, by written notice of default to the proposer, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress or fail to remedy discrepancies within the time set forth in any Cure Letter sent to the proposer by the Engineer. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the proposer was not in default under the provisions of this clause, the rights and obligations of the

parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided under this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

12. Termination for Convenience

The City may - by written notice stating the extent and effective date - terminate any resulting contract for convenience in whole or in part, at any time. The City shall pay the proposer as full compensation for performance until such termination the services or pro-rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination not otherwise recoverable from other sources by the proposer as approved by the City. With respect to the undelivered or unacceptable portion of the Agreement, the amount of compensation shall in no event exceed the total price of the services rendered. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of the City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

13. Acknowledgement of Insurance

Proposers must meet all insurance requirements as outlined in the Professional Services Agreement. The awarded proposer will be responsible for providing the required Certificates of Insurance and must be the Named Insured on the Certificates. Certificates of Insurance from any other entity other than the awarded proposer, will not be accepted.

14. Company References

Provide a minimum of five (5) references, preferably with other municipalities in which similar services are being performed. References must be for work performed or completed within the past three (3) years.

15. Pricing

Include a task-based cost proposal including raw and loaded rates of key staff, and provide the lead firm's proposed overhead and fee. Other Direct Costs such as mileage, incidentals and reproduction costs shall be considered as part of the rates. All prices, terms and conditions for the contract period shall remain firm for the initial 12 months of the contract, in accordance with the pricing sheets submitted with the proposal.

Pricing on proposals shall be sufficient to pay all applicable Federal and State withholdings, workmen's compensation, staff mileage reimbursement (at the current IRS rate for the Los Angeles area) if no company vehicle is provided to travel to and from City; as well as any sick leave that may be required under California Assembly Bill 1522 (AB1522). Mobilization, utility mark-out, and administrative reporting must also be included.

## **SECTION 4: SELECTION PROCESS**

### **A. Initial Screening**

All RFP responses will undergo an initial review to determine responsiveness to the instructions herein. Those RFP responses initially determined to be responsive by meeting the RFP requirement as indicated herein will proceed to the next phase of the evaluation process.

### **B. Evaluation Activities**

RFP responses deemed as having met the standard RFP requirements as indicated herein are then evaluated by an Evaluation Committee which comprised of City staff. The RFP submittals are scored and assigned a ranking of one (1) through ten (10), ten being the highest possible score. The following criteria have been assigned percentages that the criteria will be scored against, based upon but not limited to the following evaluation criteria factors:

<b>Criteria Description</b>	<b>Assigned Percentage</b>
Consultant Expertise	35
Quality of proposed services or goods	25
Extent to which the consultant's services meet the City's needs	20
Cost	20

The Evaluation Committee will review and rank the proposals based upon the 'Ranking Criteria' table, and then re-rank the proposals in consideration of the Cost Proposal and overall value of the proposed services. The top-rated Consultants may be requested to come to an interview with the Evaluation Committee, who will determine the final rankings.

The ultimate scope of work, schedule, and fee will be negotiated with the top-ranked firm, resulting in a recommended contract award by staff to the City Council. If an agreement cannot be reached with the top-ranked firm in a reasonable amount of time, negotiations may begin with the next highest-ranking firm until an agreement is reached.

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 all bids presented and the item may be rebid.

## **SECTION 5: ANTICIPATED 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:

<b><i>Project Schedule (PST)</i></b>	
July 28, 2025	RFP Release
August 13, 2025, 9:00am – 10:00am	Mandatory Site Walk-Through
August 20, 2025, 5:00pm	Deadline to Submit Questions
August 25, 2025, 5:00pm	Answer to Questions
September 10, 2025, 11:00am	Proposals Due
September 10, 2025 – September 17, 2025	City Review of Proposals
Week of September 22, 2025	Interviews of Qualified Consultants
September 29, 2025	Selection of Consultant
October 21, 2025	City Council to Award Final Proposal to Consultant via the City Website

## **MANDATORY SITE WALK-THROUGH MEETING**

A site walk-through meeting is scheduled for Wednesday, August 13, 2025 from 9:00am to 10:00am PST, at the City Water Yard, 400 Lomita St, El Segundo, CA 90245. Attendance at this meeting is mandatory. If a proposer fails to attend the meeting, the proposer will be deemed disqualified.

## **NOTES**

Addendums may be issued during this procurement process; however, none will be issued fewer than three (3) working days prior to the proposal due date.

All questions shall be submitted solely to Eric Brown via email: [ebrown@elsegundo.org](mailto:ebrown@elsegundo.org). Questions submittal due date is August 20, 2025 by 5:00pm and answers will be posted on City website at 5:00pm on August 25, 2025.

## **ATTACHMENTS**

Exhibit A – Facilities Data

Exhibit B – Facility Vicinity Maps

Exhibit C – Sample Professional Services Agreement

# EXHIBIT A

## WATER FACILITIES

ID	Name	Facility Type	Address	ISO Construction Code	Year Built	Sq. Ft.
1	WATER YARD – OFFICE AND MAINTENANCE BUILDING	OFFICE	400 LOMITA ST	2 = Joisted Masonry	1966	5476
2	WATER YARD – OLD PUMP HOUSE	WATER PLANT	400 LOMITA ST	2 = Joisted Masonry	1966	2412
3	WATER YARD – PUMP ROOM	WATER PLANT	400 LOMITA ST	2 = Joisted Masonry	1966	792
						<b>Total: 8680</b>

## WATER DISTRIBUTION SYSTEMS ASSETS

	Name	Scope
1	WATER YARD DISTRIBUTION SYSTEM IMPROVEMENTS	Assess pumps, piping, valving, security, and storage
2	OLD PUMP HOUSE REPURPOSE AND REMODEL	Remove and abandon existing water assets and propose improvements for increased staffing and operational needs.
3	WEST BASIN 28A PRESSURE REDUCING STATION	Assess to improve safety, security, and access to cla-valves

# EXHIBIT B

## WATER YARD

400 Lomita St



**WATER DIVISION WEST BASIN 28A  
PRESSURE REDUCING STATION**  
2151 E. El Segundo Blvd



**WATER DIVISION - WEST BASIN 28A  
PRESSURE REDUCING STATION**  
2151 E. El Segundo Blvd

N Nash St

E El Segundo Blvd



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

This AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 \$\_\_\_\_\_ 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 22 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:                     ; and
- B. Exhibit B:                     . [**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 222, 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 ("CGL") insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 04 13, or equivalent, covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000

per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- 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. For automobiles, the insurance must meet or exceed the requirements of Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or, if CONSULTANT provides proof of a personal automobile policy, such personal policy must include and indicate business venture coverage with limits no less than \$1,000,000 per accident for bodily injury and property damage. If CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage must be included in coverage. If CONSULTANT does not use an auto for any component of this Agreement’s performance, then CONSULTANT must sign and submit the form attached as Exhibit “B” to CITY before carrying out work under this Agreement.
- E. 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. CITY’s additional insured status will apply with respect to liability and defense of suits arising out of CONSULTANT’s acts or omissions. 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, and the notice must include any necessary endorsement to facilitate such notice to CITY.
- F. CONSULTANT will furnish to CITY valid Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, a copy of an Additional Insured endorsement confirming CITY has been given Additional Insured status under the CONSULTANT’s General Liability policy, 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."

- G. Required insurance endorsement language is as follows:
  - i. Additional Insured Endorsement with this language: "The City of El Segundo, its elected and appointed officials, employees, and volunteers as additional insureds."
  - ii. Cancellation Endorsement with this language: "The City of El Segundo will receive thirty (30) days written notice in the event of cancellation, nonrenewed or reduction."
  - iii. Primary and Non-Contributory Endorsement with this language: "Coverage is primary and non-contributory such that any other insurance that may be carried by the City will be excess thereto."
- H. 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 15.

**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.](#)  
[Click here to enter text.](#)  
[Click here to enter text.](#)  
 phone  
 email

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

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. PROHIBITED USE OF ARTIFICIAL INTELLIGENCE.**

- A. Restriction on Artificial Intelligence Usage. CONSULTANT must not utilize, employ, or incorporate any form artificial intelligence, machine learning, or other similar technologies (collectively, "AI") in the provision of professional services in this Agreement without CITY's express written consent.
- B. Exclusions. The AI prohibition set forth directly above will not apply to general business tools and software that may have AI components but are not directly involved in the execution or delivery of professional services that this Agreement covers, provided that such tools and software do not significantly impact the quality or nature of such services.
- C. Notification. CONSULTANT must promptly notify CITY, in writing, of any proposal to employ AI in connection its provision of services to the CITY under this Agreement. CITY will have the sole discretion to grant or deny such proposal.

**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. BACKGROUND CHECK; FINGERPRINTING; ASSOCIATED TRAINING.** If CONSULTANT's work involves contact with minors, before conducting any performance of this Agreement, all Seller's employees, subcontractors, volunteers, or other agents that will perform CONSULTANT's work under this Agreement must submit to and pass a background/fingerprint investigation conducted or approved by City. CONSULTANT affirms and attests that its employees, subcontractors, volunteers, or other agents that will perform CONSULTANT's work under this Agreement have completed training in child abuse and neglect identification and training in child abuse and neglect reporting, which may be met by completing the online mandated reporter training provided by the Office of Child Abuse Prevention in the State Department of Social Services. CONSULTANT affirms and agrees that the background and reporting training will be completed before beginning performance under this Agreement. Upon City request, CONSULTANT will promptly furnish proof of completion of such mandated reporter training to City, but in no event no later than two business days following City's request.

**29. 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.

**30. 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.

**31. 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.

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

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. ELECTRONIC SIGNATURES; SIGNATURE AUTHORITY.** 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. CONSULTANT warrants that its signatory (or signatories, as applicable) to this Agreement has the legal authority to enter this Agreement and bind CONSULTANT accordingly.

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

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

**40. 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.

**41. 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. \_\_\_\_\_

\_\_\_\_\_  
Susan Truax,  
City Clerk

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

By: \_\_\_\_\_  
David King, Assistant City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**EXHIBIT "B"**  
**ATTESTATION OF NON-AUTO USE FOR BUSINESS ENGAGEMENT**

I, \_\_\_\_\_, hereby declare and attest under penalty of perjury under the laws of the State of California as follows:

1. I seek to be a Consultant with the City of El Segundo (the "City").
2. In my capacity as a Consultant, I will not utilize any personal or business automobile for the purpose of performing any work, duties, or services on behalf of the City, including without limitation, travel to or from City facilities for such performance.
3. All services I will provide for the City are conducted in a manner that does not require the use of any automobile for transporting equipment, individuals, or for any work-related purposes.
4. As a result, I do not require business automobile insurance as typically mandated for other contractors who use automobiles in their service to the City.
5. I understand and acknowledge that this attestation is provided to comply with the City's contractual requirements and insurance obligations. Should my circumstances change and I begin utilizing an automobile in connection with my services to the City, I agree to notify the City immediately and obtain the necessary business automobile insurance coverage.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE: \_\_\_\_\_

NAME AND TITLE (print): \_\_\_\_\_

BY: \_\_\_\_\_