



REQUEST FOR QUALIFICATIONS (RFQ)

CALL TO FIRMS SPECIALIZING IN THE PLANNING, DESIGN & ENGINEERING OF PARK AND RECREATION FACILITIES

PARK DESIGN AND ENGINEERING PROFESSIONAL SERVICES FOR RECREATION PARK RENOVATION PROJECT RFQ No. 23-02

Location: 401 Sheldon Street, El Segundo, CA 90245

Allocated budget for future construction of Phase One park improvements: \$5 to \$8 million.

City of El Segundo, Recreation, Parks and Library Department

January 19, 2023

To whom it may concern,

The City of El Segundo (City) is inviting firms (or teams of firms) specializing in the planning, design and engineering of park and recreation facilities to submit their qualifications for consideration by the City. The City expects to select from among the submittals a qualified team to then propose a detailed scope of services, budget and schedule to produce a plan for the renovation and improvement of various amenities in Recreation Park located at 401 Sheldon Street, El Segundo, CA 90245. Interested parties may obtain a copy of this RFQ by accessing the City of El Segundo website:

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

Five (5) hard copies and one (1) electronic copy of the qualifications submittal must be received by the City Clerk no later than:

11:00 a.m. PST, February 1, 2023

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

Late proposals will not be accepted.

Section 1: Introduction and Project Description

The City of El Segundo is inviting firms specializing in the planning, design and engineering of park and recreation facilities to submit their qualifications to produce a conceptual plan including detailed engineering plans for the renovation and improvements to various amenities in the City's Recreation Park (Park) located at 401 Sheldon Street. It is anticipated that the selected team shall be awarded a contract to produce an overall conceptual plan and detailed engineering plans for Phase One of Recreation Park renovations. Phase One improvements represent an aggregation of the City's highest priority items and are expected to focus on the following areas:

1. Teen Plaza, including the Teen Center, skatepark and basketball court immediately adjacent to the Teen Center.
2. Improvements to three ballfields (Brett Field, Stevenson Field and Softball Field) including infield improvements, outfield improvements, score boards, lighting, fencing and irrigation.
3. Tennis, pickleball, paddleball and racquetball court renovations.
4. Re-imagining an underutilized section of Park including lawn bowling, horseshoe toss, bean bag toss and shuffleboard areas.

Subsequent park improvement phases shall be determined by the plan recommendations and future available funding. All services shall be provided in accordance with the City's standard Professional Services Agreement, Attachment A.

Background and History

Recreation Park is the largest park in the City of El Segundo and contains approximately 17 acres. It was originally constructed in 1954 to include baseball and softball fields, tennis and basketball courts, concession stands, community center and picnic space. Additional buildings were subsequently constructed including the Checkout Building in 1961, the Joslyn Center in 1966 and the Teen Center in 1980. The Park also provides volleyball, pickleball, paddle tennis and racquetball courts, as well as a roller hockey rink and community garden.

The Park is a treasured community asset that houses many of the City's social and recreational activities. However, given the age and heavy utilization of the Park, substantial renovations are needed to bring its facilities to a current standard.

Considerations will include:

- Updating existing structures and addressing deficiencies, not demolition and replacement.
- Re-imagining each Park area to best meet the current and future needs of the community.
- Designing a plan that will include high level conceptual plans for additional phases of Recreation Park improvements to facilitate implementation and promote design consistency.
- Retaining the overall layout of Park and existing structures.

Recreation Park Needs Assessment 2021

On February 18, 2020, City Council authorized staff to issue a Request for Proposals (RFP) to conduct a Recreation Park Needs Assessment. The RJM Design Group was selected to carry out a study to evaluate conditions at the park and to provide park improvement recommendations. The RJM Design Group presented the Recreation Park Needs Assessment to City Council on November 16, 2021, and a copy of the Recreation Park Needs Assessment can be found at the link provided, Attachment B. This needs assessment is expected to provide important baseline data to assist the selected team's work.

Mandatory Site Tour

Parties interested in submitting their qualification for consideration by the City shall be required to send a representative to a mandatory site visit at 401 Sheldon Street El Segundo, CA 90245, on January 25, 2023 at 10 am PST or on January 30, 2023 at 3 pm PST. You may ask questions relating to the RFQ at the site visit.

Note: Please check City of El Segundo website under Bids/RFQ section for up-to-date information.

Section 2: Submittal Requirements

The RFQ submittal, shall at a minimum include the following information:

- A. Cover Letter including contact information for the team's designated point person including name, title, address, phone number and email address. The selected team will need to have the capacity to complete detailed Design Development and Construction Documents for the Project.
- B. Project Approach including respondent's understanding of the Project and a description of the team's approach to the Project.
- C. Qualifications demonstrating firm's expertise in successfully managing projects of comparable size and scope, including work for public agencies. Special consideration shall be given to teams demonstrating the ability to employ strategies in the context of public contracting to reduce the cost and accelerate completion of projects. References must be provided.
- D. Personnel and Project Management including a list of key project staff and their qualifications, including sub-consultants, if any. Include an organization chart of the proposed project team including hourly rates. Include a statement committing the project manager and other key personnel for the entire project from start-up to completion, noting workload and availability.
- E. Statement of Acceptance that the selected team shall execute the attached Professional Services Agreement, provide proof of insurance as noted in the agreement and obtain and maintain a City Business License for the duration of its design and construction services.

Section 3: Administration and Management

The selected design and engineering team shall provide a detailed plan for project management, communications, coordination, and quality control to ensure successful and timely completion of its contractual obligations. The selected design and engineering team shall submit progress reports with each monthly invoice. It is important that the selected team strictly adhere to the project schedule and ensure timely completion. The work shall commence upon the issuance of a Notice to Proceed.

The selected design and engineering team shall attend designated meetings of the El Segundo Recreation and Parks Commission and City Council, as well as any other designated meetings through all phases of Project completion.

Section 4: Selection Process

City staff anticipates a two-step process to select a project team wherein the first step is a review of team qualifications. First and foremost, the selected team shall have a successful track record of efficiently designing and implementing high quality park and public facility projects. Staff intends to identify the team(s) with the strongest qualifications based on their project history and client recommendations. The highest scoring teams shall be invited to an in-person interview with a panel of City staff including the City Manager, Director of Public Works and Director of Recreation, Parks and Library. The selected team shall then be invited to submit a detailed proposal based on discussions with staff. Assuming the achievement of a mutually acceptable agreement, staff shall recommend a project team and contract for City Council approval.

City staff shall make a recommendation to the City Council regarding the award of a contract based upon its evaluation. The City reserves the right to reject any or all proposals, in whole or part, to waive any informality or irregularity in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the City.

All RFQs will be evaluated based on the following criteria:

- Consultant team qualifications, demonstrated project experience and successful track record (40%)
- Understanding of the project and approach (30%)
- Responsiveness and completeness of RFQ (15%)
- Understanding of Issues and Challenges (10%)
- References (5%)

RFQ Schedule

The City anticipates the following RFQ schedule but reserves the right to make changes as may become necessary.

<i>Project Schedule</i>	
January 19, 2023	RFQ Release Date
January 25, 2023, 10:00 am PST OR January 30, 2023, 3:00 pm PST	Mandatory Site Tour at Recreation Park and Q & A (must attend one of the two tours)
February 1, 2023, 11:00 am PST	Qualifications Due
February 1-5, 2023	City Staff Review of Qualifications
February 6-7, 2023	Interviews with Top Firms
February 8-13, 2023	Agreement Negotiations
February 21, 2023	Staff Recommendation of Team/Approval of Contract by City Council
February 28, 2023	Commence Project

Section 5: Insurance Requirements

Type of Insurance	Limits
Commercial general liability	\$2,000,000
Professional liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers Compensation	Statutory requirement

Refer to attached Professional Service Agreement template (Attachment A) for complete details.

Section 6: Title VI

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

Section 7: Additional Information

The successful team shall be selected by the City Council acting within its sole discretion. The City Council is under no obligation to contract with any consultant. All documents, drawings, and findings that are associated with Project shall be the property of the City of El Segundo.

To be considered, proposers must submit:

- One (1) electronic copy of their proposal, in a PDF file, to allcityclerks@elsegundo.org. The subject title needs to read **“RFQ#23-02 Professional Services for Recreation Park Renovation Project”**. The person submitting the RFQ must include in their email, full name, title, company name and phone number. Once the City Clerk’s office receives the electronic copy of the RFQ, staff will reply to the email acknowledging receipt of the electronic RFQ. If you do not receive confirmation, it is the proposer’s responsibility to contact the City Clerk’s office to make sure that the electronic copy of the RFQ has been received. Submittals received after the scheduled submittal deadline will not be accepted.

AND

- Five (5) hard copies in a sealed envelope with the name and address of the company submitting qualifications should be clearly marked with the words **“Request for Qualifications (RFQ #23-02)”** and the title **“Professional Services for Recreation Park Renovation Project”**.

ALL SUBMITTALS MUST BE SUBMITTED NO LATER THAN:

11:00A.M. PST on February 1st, 2023 to:

**Office of the City Clerk City of El Segundo
350 Main Street
El Segundo, CA 90245-3813**

Any submittals received after the scheduled submittal deadline will not be accepted.

Attachments:

Attachment A City of El Segundo, Professional Services Agreement (PSA)

Attachment B Needs Assessment [here](#)

<https://cityofelsegundo.sharefile.com/d-sd424c7683d5d4b56b11c03f044959113>



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

This AGREEMENT is made and entered into this ____ day of _____, 201____, by and between the CITY OF EL SEGUNDO, a municipal corporation and general law city ("CITY") and _____ [name] _____, _____ [type of organization] _____ ("CONSULTANT"). The parties agree as follows:

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 _____ dollars (\$_____) 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 "____," 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 (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: [redacted] : Scope of Work.
- B. Exhibit: [redacted] : Budget
- C. Exhibit: [redacted] Proposal for Services

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, except for such loss or damage arising from CITY's sole negligence or willful misconduct.**
- ii. *Indemnification for other Damages.* CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.**

B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.

C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 22, 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 it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

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:	\$2,000,000
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 the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.
- C. Professional liability coverage will be on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made basis,” CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- E. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.”
- F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONSULTANT’s expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 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:

[Company].
[address]

Attention:
Phone:
Email:

If to CITY:

City of El Segundo
350 Main Street
El Segundo, CA

Attention:
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 Exhibit(s), 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.

35. ACCEPTANCE OF ELECTRONIC SIGNATURES. 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 (.pdf) or facsimile transmission. Such electronic or facsimile 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]

Agreement No. ____*[City Clerk assigns]*__

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

CITY OF EL SEGUNDO

____*[consultant company name]*____

Darrell George,
City Manager

[signature]

[type name]

[type title]

ATTEST:

Tracy Weaver,
City Clerk

APPROVED AS TO FORM:

Mark D. Hensley,
City Attorney