

**CITY OF REDONDO BEACH  
COMMUNITY SERVICES DEPARTMENT**

**Request for Proposals  
#2122-017**

**Visioning and Designs for the Renovation and Rehabilitation  
of the City of Redondo Beach's Seaside Lagoon**



**RFP Issued:**

**Proposals Due:**

Proposals Must Be Delivered To:  
City of Redondo Beach – City Clerk  
415 Diamond Street, Door 1  
Redondo Beach, CA 90277

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## **ANNOUNCEMENT OF REQUEST FOR PROPOSALS**

### **REQUEST FOR PROPOSALS #2122-017 FOR VISIONING AND DESIGN FOR THE RECONSTRUCTION OF CITY REDONDO BEACH SEASIDE LAGOON**

The City of Redondo Beach (City) is soliciting proposals from qualified and experienced aquatic design firms to provide two (2) conceptual design options for the renovation and rehabilitation of the City of Redondo Beach's Seaside Lagoon to the City Council. One design will focus on a major renovation of the Lagoon, allowing a complete redesign that would transform and modernize the facilities key elements. The prospective consultants will also submit a second design to focus on a rehabilitation project that remodels the existing facility to enhance and modernize existing equipment and systems. Upon closure of the RFP application submittal period, staff will review all of the proposals and return to City Council with a recommended contractor for consideration by City Council. The selected consultant will perform public outreach and attend public hearings to refine and adjust the two design concepts based on feedback received from Redondo Beach citizens and elected officials. Once City Council identifies a preferred design option, the Contractor shall prepare final design drawings, construction plans, and construction specifications, as well as assist with environmental review, permitting, and construction oversight.

**NOTICE IS HEREBY GIVEN** that the City of Redondo Beach, California, will receive proposals for performing the following:

#### **City of Redondo Beach – Visioning and Conceptual Designs for the Redesign and Rehabilitation of the City of Redondo Beach's Seaside Lagoon (RFP) #2122-017**

Proposals will be received by the City Clerk of the City of Redondo Beach, 415 Diamond Street, Door 1, Redondo Beach, California, until 2:30 p.m. PDT on XXXXX.

A pre-proposal conference (optional) is scheduled for \_\_\_\_\_ a.m. PDT, XXXXX. Proposers should contact the City at [communityservices@redondo.org](mailto:communityservices@redondo.org) by XXXXXX, if they intend to attend the meeting. Responding individuals will be emailed a Microsoft Teams invitation to participate in the Pre-Proposal Meeting no later than 5:00 p.m. XXXXX.

Proposals received after specified date and time will be considered late and returned to the proposer unopened. Each proposal shall include the forms provided in the RFP, and shall be submitted complete, in accordance with the RFP instructions in a sealed package with the proposal number and the name and address of the proposer appearing on the outside of the package. Proposals submitted by telephone, fax, or electronic mail will not be accepted. The City of Redondo Beach reserves the right to reject any and all proposals received and, to the extent permitted by law, to waive any irregularities in any proposal.

The RFP may be obtained by contacting [communityservices@redondo.org](mailto:communityservices@redondo.org), City of Redondo Beach, Community Services Department, 1922 Artesia Blvd, Redondo Beach, or at the City website [www.redondo.org/depts/financial/purchasing.asp](http://www.redondo.org/depts/financial/purchasing.asp).



## **SECTION 1: INFORMATION FOR PROPOSERS**

The City of Redondo Beach (City) is soliciting proposals from qualified and experienced contractors to provide visioning and design options for the reconstruction of the City of Redondo Beach, Seaside Lagoon, to Council.

### **1.1 SUBMISSION OF PROPOSAL**

Proposals shall be submitted at the Redondo Beach City Hall, City Clerk's Office, 415 Diamond Street, Door 1, Redondo Beach, CA 90277, by **2:30 p.m. (Pacific Daylight Time)** on XXXXX. Any proposal not received prior to the time set forth in the Request for Proposal (RFP) or an addendum is subject to disqualification. Any late proposal will be returned unopened.

Every proposal must be signed by the person or persons legally authorized to bind the proposer to an agreement. Upon request of the City, the corporation or other entity will provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute agreements on behalf of the corporation or other entity.

### **1.2 PROPOSAL FORMAT**

Proposals shall be submitted in three-ring binders and must include one original, so marked; five copies, marked "Copy;" and one electronic copy on a flash drive. The total proposal package must be sealed and clearly marked on the outside. Type or print on the envelope "Visioning and Design for the Redesign and Rehabilitation of the City Redondo Beach's Seaside Lagoon Proposal #2122-017" followed by the date and time of the proposal submittal deadline, and the proposer's name and address.

Proposals shall comply with requirements detailed in Section 2 Required Proposal Format of the RFP. Incomplete proposals will be rejected. Incorrectly ordered proposals, proposals lacking required quantity of copies, or proposals with other deficiencies may also constitute cause for rejection.

### **1.3 OPENING OF PROPOSALS**

Proposals will be opened and evaluated by the City after the submittal deadline. Proposals will not be opened publicly and the City will endeavor to keep the proposals confidential until a preferred proposer is recommended to the City Council. No information contained in any proposal or information regarding the number or identity of consultant will be made available at any time during the selection process.

### **1.4 RIGHT OF REJECTION BY CITY**

The City of Redondo Beach expressly reserves the right, at its sole discretion, to reject any and all proposals or any part of any proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project

which may include portions of the originally proposed project as the City may deem in its best interest. In the event of any such rejection, the City shall not be liable for any costs incurred in connection with the preparation and submittal of a proposal. The City also reserves the right to waive any information in conjunction with the proposals.

### **1.5 ACCEPTANCE OF PROPOSALS**

Within one hundred-eighty (180) days after the final submittal deadline for proposals, the City will act upon them. The highest-ranking firm (as determined by the Staff Evaluation Committee) will be requested to enter into negotiations to produce an Agreement for Services. The City reserves the right to terminate negotiations, without any cost to the City, in the event it deems progress toward a contract to be insufficient. In that event, negotiations may commence with the second highest ranking firm.

### **1.6 ACCEPTANCE PERIOD**

All proposals shall be firm offers and the proposal shall be valid for 180 days following the RFP submission deadline set forth in Section 1, under “Submission of Proposals”.

### **1.7 SOLE POINT OF CONTACT**

Proposers must direct all questions, clarifications, request for information, etc. regarding the RFP in writing to the [waterfront@redondo.org](mailto:waterfront@redondo.org) email address. Proposers may not contact other City officials or staff regarding this RFP.

### **1.8 QUESTIONS**

All questions regarding the meaning or intent of the information provided in this RFP, including procedure, specifications, and contract provisions, shall be submitted to the City contact, shown below, in writing via e-mail no later than **2:30 p.m. Pacific Daylight Time, XXXXX.**

Any change in the RFP or its requirements will made by the City by issuance of an addendum which will be sent to all recipients of the RFP, and such addendum shall be a part of the RFP requirements. The City will not be responsible for any oral interpretation of the RFP. Questions shall be addressed to:

CITY OF REDONDO BEACH

Waterfront and Economic Development Department

415 Diamond Street

Redondo Beach, CA 90278

Attention: Greg Kapovich – Seaside Lagoon RFP #2122-017

Email: [waterfront@redondo.org](mailto:waterfront@redondo.org)

All communication regarding this RFP between the City and proposers will be documented and distributed simultaneously to all proposers. Proposers may not contact other City officials or staff regarding this RFP.

### 1.9 OPTIONAL PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held XXXXX at \_\_\_\_\_ a.m. located at Seaside Lagoon, 200 Portofino Way in Redondo Beach. Please note that not all items or questions brought up during the conference will necessarily be released in an addendum. Proposers should contact the City via email using the form below to confirm attendance at the Pre-proposal Conference no later than XXXXX. It may be copied into an email and sent to [waterfront@redondo.org](mailto:waterfront@redondo.org). Additional information and Addendum communications will be delivered to the contacts provided in the form.

Proposer Company Name:	
Proposer representative name, telephone number and email address:	
Proposer representative name, telephone number and email address:	
Proposer representative name, telephone number and email address:	
# of people who will attend the Pre-Proposal Conference:	

### 1.10 SELECTION PROCESS

The selection process will be governed by the following rules:

A. Adherence to Format

A proposal must adhere to the format outlined in Section 2 Required Proposal Format of this RFP in order to be evaluated by the City. Each response should be specifically addressed to the applicable section of the RFP.

B. Evaluation by Staff Committee

Evaluation of the proposals will be made by a Staff Evaluation Committee. Evaluation Criteria which the Committee will utilize, but not to be limited to, is shown in 1.11. The City may utilize the services of appropriate experts to assist in the evaluation process.

C. Oral Interview/Demonstration

The City may, at its option, invite one or more of the highest-ranking firms to make a verbal presentation and demonstration to the Staff Evaluation Committee.

### **1.11 EVALUATION CRITERIA**

Selection will be made on a best qualified basis. Criteria for selection will include, but not be limited to: proposal methodology/approach; qualifications and related experience; delivery of task; implementation/schedule; and cost/cost effectiveness. Refer to Attachment I for the Evaluation Criteria. Agreement award will be based on a combination of factors that represent the best overall value for completing the work scope as determined by the City.

The Evaluation Committee may also contact and evaluate a proposer's and subcontractors' references; contact any proposer to clarify any response; contact any current users of a proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

### **1.12 ACCEPTANCE OF TERMS AND CONDITIONS/SPECIFICATIONS**

The proposal submitted will be the basis for the Agreement for Contract Services. Submission of a proposal shall constitute acknowledgement and acceptance of all the terms and conditions contained in this RFP, including Attachments and Addenda, unless otherwise specified in the proposal. Refer to Attachment III: Sample Agreement for terms and conditions.

### **1.13 PROTEST PROCEDURES**

City policy requires that all prospective contractors to be accorded fair and equal consideration in the solicitation and award of contracts. To that end, any interested party shall have the right to protest alleged inequities in the procurement process and to have its issues heard, evaluated and resolved administratively. "Interested party" is defined as an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by failure to award a contract.

Each solicitation above the small purchase threshold as defined herein shall contain, as part of the instructions to bidders/offerors, the following notice:

### **1.14 PUBLIC RECORDS ACT**

Responses to this RFP become the exclusive property of the City of Redondo Beach. At such time as the originating department recommends a contractor to the City Council and said staff report appears on the City Council agenda, all unreturned proposals shall be treated as public records and shall be subject to the Public Records Act with the exception of those elements of each proposal which are defined by the contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary". Each element of a proposal which a contractor desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.



#### **1.15 COST OF PREPARATION OF PROPOSAL**

Proposal submitters are responsible for all costs incurred in the preparation and the submittal of the proposal.

#### **1.16 COMPENSATION**

City shall compensate Contractor on a monthly basis in arrears for performance of the services provided as specified in Scope of Services, of this RFP. Compensation details will be provided and detailed in the award agreement. Proposers may include a proposed modified Payment Schedule for the City's consideration.

#### **1.17 OBTAINING DATA**

It shall be the contractor's sole responsibility to obtain all data necessary to complete work in a timely manner. The City will make available any data in its possession which is relevant to the project upon the contractor's request.

#### **1.18 PERMITS AND RESPONSIBILITIES**

Prior to commencing work or performing any phase of work, the contractor will be required, at its own expense, obtain a City of Redondo Beach business license. Information on the cost of the license can be obtained from the City Financial Services Department, (310) 318-0603.

#### **1.19 INSURANCE, ENDORSEMENTS, AND CERTIFICATE**

Prior to commencing work or performing any phase of work, contractor will be required, at its own expense, to provide the City with certificates of insurance. Insurance requirements are listed in Attachment III: Sample Agreement.

#### **1.20 NONDISCRIMINATION**

The contractor, with regard to the work performed by it during the contract, will be required to agree not to discriminate on the grounds of race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry in any activity pursuant to this Agreement.

#### **1.21 APPROVAL OF SELECTION AND AWARD OF AGREEMENT**

This procurement will comply with all applicable City procurement policies and procedures. Contractor selection is subject to approval by the Redondo Beach City Council. Evaluation factors as outlined above will be applied to all eligible, responsible, and responsive proposers in comparing proposals and selecting the successful proposal. The City is not obligated to accept the lowest cost proposal, but will make an award as submitted in the most-favorable terms.

The Staff Evaluation Committee will select a proposer with which the City will negotiate an agreement, (based on Attachment III: Sample Agreement) that will be recommended to the City Council for review and approval. Award of an Agreement will be contingent upon the successful negotiation of final agreement term. Negotiations will be confidential and not subject to disclosure to completing proposers. If agreement negotiations cannot be concluded successfully with the selected firm, the City may negotiate an agreement with other proposers or withdraw the RFP.

## **SECTION 2: PROJECT INFORMATION & SCOPE OF WORK**

### **2.1 BACKGROUND & PROJECT GOALS**

The City of Redondo Beach is a 6.2 square mile beach community with a population of approximately 67,000. The City is located twenty-five miles southwest of downtown Los Angeles and a significant portion of the City fronts the coastline.

Seaside Lagoon is a one-of-a-kind, multipurpose regional aquatics and special events facility located on oceanside State Lands in Redondo's King Harbor. The Lagoon serves hundreds of thousands of visitors each year, approximately 80% of which are from communities outside Redondo Beach. The vast majority come from inland LA communities like Hawthorne, Gardena, Inglewood and other cities that do not have access to coastal recreational amenities.

The Seaside Lagoon's (Lagoon) current infrastructure is wholly unique and is suctioned from the discharge side of ocean water that is piped through the AES powerplant to cool its turbines; chlorinated before entering the Lagoon to meet County public health requirements; and then de-chlorinated before being discharged into the harbor in order to meet State and Federal Water Quality standards. Although this method of bringing water to the Lagoon was innovative at the time of the Lagoon's construction, the City now faces challenges maintaining antiquated and obsolete infrastructure in order to meet county Department of Public Health's standards in addition to the increasingly strict ocean discharge requirements. The Lagoon's inadequate and aging infrastructure limits its operation to only 4 months per year.

Discharges from Seaside Lagoon to King Harbor are regulated by the Los Angeles Regional Water Quality Control Board. The initial discharge permit was issued in 1991 and has to be renewed every five (5) years. In recent years, satisfying the water quality requirements of the permit has become more technically challenging. The processes and treatment methods to achieve these requirements have effectively surpassed the capabilities of the facility's infrastructure. In the 2017 permit renewal process, the City requested a five-year Time Schedule Order (TSO) for specific metals, which allows for higher effluent limitations. The City's TSO expires on October 31, 2022 and continuing to operate the facility after expiration of the TSO can be accomplished through major

investment in the facility by converting the facility to a recirculating system (closed-loop system with no discharge to the Harbor).

One major goal of the redesign is to eliminate the existing pumped discharge to the Harbor outfall and convert the Lagoon to an impervious “closed-loop system”. The Lagoon’s approximate 1 acre of water surface would need to remain the same size per ballot Measure C passed on March 7, 2017. A variety of water-reliant elements may be considered as part of this requirement including splash pads, wading pools, etc. Consultant to review ballot measure to ensure all conditions are met for proposed designs.

The City of Redondo Beach (City) is soliciting proposals from qualified and experienced aquatic design firms to provide two (2) conceptual design options for the renovation and rehabilitation of the City of Redondo Beach’s Seaside Lagoon to the City Council. One design will focus on a major renovation of the Lagoon, allowing a complete redesign that would transform and modernize the facilities key elements. The prospective consultants will also submit a second design to focus on a rehabilitation project that remodels the existing facility to enhance and modernize existing equipment and systems. Upon closure of the RFP application submittal period, staff will review all of the proposals and return to City Council with a recommended contractor for consideration by City Council. The selected consultant will perform public outreach and attend public hearings to refine and adjust the two design concepts based on feedback received from Redondo Beach citizens and elected officials. Once City Council identifies a preferred design option, the Contractor shall prepare final design drawings, construction plans, and construction specifications, as well as assist with environmental review, permitting, and construction oversight.

## **2.2 STATE GRANTED FUNDS**

As part of an effort to revitalize the Seaside Lagoon and modernize the facility, the City worked with the office of Senator Ben Allen and Assembly Member Al Muratsuchi to obtain state funding for Seaside Lagoon in May 2021. As a result, Governor Gavin Newsom signed the state’s budget which included an appropriation of \$10 million for the Seaside Lagoon in July. The project is expected to rehabilitate the over 60-year old facility; reduce environmental impacts by eliminating water discharge into the ocean eliminating the Regional Water Quality Control Board’s Waste Discharge Requirements & Permit; enhance the recreation aquatic amenities; and reconfigure the property to allow for significantly increased year-round use and special events. The overall cost of the effort is estimated to be between \$25 to \$30 million, inclusive of design, environmental review, permitting, public outreach and construction.

## **2.3 PROJECT DESCRIPTION**

The project involves the preparation of two (2) designs of the Lagoon that include the following options:

- A major renovation of the Lagoon allowing a complete redesign that would transform and modernize the facility's key elements; and
- A rehabilitation that remodels the existing facility to enhance and upgrade/repair existing equipment and systems, where possible.

Both design concepts should:

- Incorporate necessary equipment that allows the facility to operate efficiently and within Los Angeles County Health Care water quality standards;
- Incorporates the vision of Seaside Lagoon as reviewed under the Public Amenities Plan, inclusive of future preferred uses, design, lay-out, and its use as a public event space year-round;
- Eliminate the facility's existing water discharge to the Harbor and convert the Lagoon to a "closed-loop system"; Converts the Lagoon to a "closed-loop system". Each conceptual design should provide an alternate solution that would meet this need;
- Incorporate community feedback and input on key facility elements and attractions in the designs.
- Include a cost estimate for each option, inclusive of site preparation work, design, environmental review, permitting, public outreach, and construction.

The City will provide the Consultant with a copy of the Lagoon's site map, background, and standard specifications. Upon closure of the RFP application submittal period, staff will review all of the proposals and return to City Council with a recommended contractor for consideration by City Council. The selected consultant will perform public outreach and attend public hearings to refine and adjust the two design concepts based on feedback received from Redondo Beach citizens and elected officials. Once City Council identifies a preferred design option, the Contractor shall prepare final design drawings, construction plans, and construction specifications, as well as assist with environmental review, permitting, and construction oversight.

The overall proposal and project elements should be developed and prioritized as follows:

1. Conduct field investigation and survey to verify the existing equipment and elements of the facility. Photograph the site as necessary. Consultant shall evaluate existing conditions including the current equipment inventory.
2. Consultant shall meet with key staff to develop the preferred community outreach plan that engages all members of the community. This plan may include any combination of town hall meetings, focus groups, online surveys, individual meetings and Commission meetings. For purposes of providing a cost estimation, the Consultant should assume a minimum of three (3) community outreach meetings. In addition, the Consultant should also provide a per hour cost in the event the City requests additional meetings.

3. Consultant shall implement the community outreach plan including a comprehensive compilation of feedback and key findings.
4. Consultant shall develop two (2) designs of the Lagoon as discussed above.
5. Both designs should incorporate community feedback and addresses the infrastructure needs that would allow the Lagoon to operate within County and State water quality standards for a “closed-loop system”.
6. Consultant shall provide presentations to applicable Commission(s) and the City Council on the designs and estimated costs for each option. For purposes of providing a cost estimation, the Consultant should assume a minimum of three (3) presentations to Commission(s) and the City Council. In addition, the Consultant should also provide a per hour cost in the event the City requests additional meetings.
7. Ensure the project design meets all safety standards; is architecturally pleasing; structurally sound; environmentally friendly including compliance with county and state water quality standards; energy efficient; economically feasible; fully functional and operational; and compliant with all relevant codes.
8. The Consultant shall attend design review and project update meetings with staff throughout the project and as requested by both staff and the Consultant. For purposes of providing a cost estimation, the Consultant should assume a minimum of six (6) meetings. In addition, the Consultant should also provide a per hour cost in the event the City requests additional meetings.
9. Following presentation of the two (2) designs, the Contractor shall provide a final design package of the Council’s preferred option. A final design package includes preparation of final design drawings, construction plans and specifications. The contractor shall take an active role with environmental review, permitting, and construction oversight.
10. The Consultant shall craft an implementation strategy for Council’s preferred option that assists the City in identifying potential funding sources for the improvements that may include grants and loans.

## **2.4 PROJECT CONSTRAINTS**

The redesign of the Seaside Lagoon has a number of constraints as a result of ballot measures, development of a King Harbor Public Amenities Plan, and community input. These constraints include:

### “Closed-loop System”

One major goal of the redesign is to eliminate the existing pumped discharge to the Harbor outfall and convert the Lagoon to an impervious “closed-loop system”

while remaining compliant with public health and safety requirements. Consultants should present a total of two options for meeting this need and incorporated with the design concepts.

#### Measure C

Through a ballot initiative, the residents of Redondo Beach passed Measure C on March 7, 2017. This measure requires the Lagoon's approximate 1 acre of water surface to remain the same size. A variety of water-reliant elements may be considered as part of this requirement including splash pads, wading pools, etc.

#### King Harbor Public Amenities Plan

The City of Redondo Beach is currently working on a planning effort to establish a framework plan to improve and enhance various public amenities within the City's waterfront, commonly referred to as King Harbor. Specific to the Seaside Lagoon, this plan is focused on determining the overall size and positioning of the Lagoon including adjacent uses and related constraints. This plan is scheduled to be completed in September 2022.

The Consultant should review all ballot measures, plans and other related materials to ensure all conditions are met for proposed designs.

## **2.5 SCOPE OF WORK**

Consultants are expected to diligently undertake and perform the work program as outlined. The consultant shall devote the number of persons and level of effort necessary to perform and complete the work. All work will be performed to the highest professional standards and will reflect the thoroughness, attention to detail and professional knowledge expected in the engineering, architecture, and associated landscape architecture disciplines.

The Contractor will be responsible for the following:

- Development of themed concepts and approximate sizes for various facility experiences which may include elements such as a relaxing lagoon, pool, kiddie pool, splash lazy river, slide, and wave experience. These elements should be included in a series of two (2) conceptual designs and cost estimate of the two options outlined in Section 2.3.
- Development, implementation and oversight of a comprehensive community engagement program to solicit community feedback and input on the future preferences of the Seaside Lagoon. This community engagement program shall also include discussions with various Commissions and the City Council as outlined in the final community engagement program and advised by City staff.

- The selected consultant will perform public outreach and attend public hearings to refine and adjust the two design concepts based on feedback received from Redondo Beach citizens and elected officials. Once City Council identifies a preferred design option, the Contractor shall prepare final design drawings, construction plans, and construction specifications, as well as assist with environmental review, permitting, and construction oversight.
- Evaluation of sight lines, elevations, colors, materials, surrounding edges/hardscape/landscape to optimize the use of the ocean and other experiences.
- Evaluation of demolition, reuse, or use of existing systems including sand, break wall, pavement, utilities, water, etc.
- Development of alternatives for integrated natural circulation/layout for pedestrian traffic flow with selected experiences to create blended solutions.
- Provide water balance for bather loading, evaporation, seepage, if applicable, and determine water supply requirements for fresh/saltwater.
- Provide designs that meets all safety standards; integrates a “closed-loop water system”; is architecturally pleasing; structurally sound; environmentally friendly and compliant with County and State water quality standards; is energy efficient; economically feasible; fully functional and operational; and compliant with all relevant codes. Conceptual designs can be provided in pdf format.
- Evaluation of solar heating opportunities, with electrical demands from proposed water treatment equipment.
- Provide cost estimates for demolition, procurement, installation and operation of both options including an estimated amount of time to complete construction. Additionally, forecast estimates at 2 and 5 years should also be provided. Estimates can be approximate and can be provided in pdf format. For facility operation estimates, operating hours should be calculated for both traditional summer and off-season hours including the following details:

	Dates	Days per Week	Daily Hours
<b>Traditional Summer Hours</b>	Memorial Day to Labor Day	7 days a week	8 hours
<b>Off-season Hours</b>	Labor Day to Memorial Day	2 days a week	8 hours



## **2.5 GENERAL REQUIREMENTS**

The City's expectations for design are outlined in this solicitation without necessarily describing each individual task in all-inclusive detail; therefore, the Contractor shall understand the task and demonstrate their ability to fulfill the stated requirements in its proposal.

The Contractor shall provide all necessary labor, resources, materials, equipment, training, and any other necessary supplies to provide the highest caliber conceptual design. The Contractor shall participate in coordination activities with the City Council, Recreation and Parks Commission, Harbor Commission, and any other Commissions as requested by the City.

The Contractor shall adhere to all Occupational Safety and Health Administration (OSHA) & City safety standards while planning and preparing conceptual design for the CITY.

## **2.7 SCHEDULE**

The above scope of work should be completed no later than nine (9) months from the date of Consultant contract award and execution. In its proposal, Consultant shall include a project schedule that contains a proposed timeframe and deadlines to complete the tasks and project deliverables noted above. Note that the City requires that all deliverables be completed and submitted within the first six (6) months from the date of Consultant contract award and execution. It is expected that the final three (3) months will be reserved for public hearings before the City of Redondo Beach Harbor Commission and City Council, during which the Consultant will be expected to make a presentation.

## **2.8 REQUIRED PROPOSAL FORMAT**

### **PROPOSAL INCLUSIONS**

Proposals shall be provided in an 8-1/2" x 11" format and be submitted in three-ring binders or in bound booklets; one original, so marked; five (5) copies, marked "Copy;" and one electronic copy on a flash drive. If documentation provided is incomplete, the Proposer may be considered non-responsive and ineligible for award of contract. Proposals must include the following:

1. Cover Letter. Each proposal will include a cover letter that identifies the contractor, address, phone number, email and individual who is authorized to negotiate and respond to any questions. If the proposal is submitted on behalf of a team, identify the companies comprising of that team. The cover letter should also highlight major elements of the proposer's qualifications and proposal.

The cover letter must also provide a statement that the proposal is valid for 180 days after the RFP submittal deadline.



2. Table of Contents. Immediately following the cover page, each proposer must include a Table of Contents identifying the various sections in the proposal along with the applicable page numbers. All pages in the proposal are to be numbered sequentially.

3. Technical Approach/Work Plan. Provide a detailed narrative addressing the technical approach/work plan proposed to perform the work described in Section 2.4 Scope of Services requirements, and demonstrating the understanding of and ability to meet City's needs and requirements.

4. Proposer Qualifications: Provide a description of the overall history and qualifications of the Proposer. Proposers should describe the history of the contractor, including the size, location of offices, years in business, contract terminations, and name of owner(s). Describe contractor's specialties and strengths and highlight any particular qualifications or experience that differentiates the Proposer from its competitors.

5. Related Experience: Provide a description of experience of the Project Team with similar projects. Detail experience implementing the type of conceptual design services as outlined in Section 2 Scope of Services. List all clients (with addresses and telephone numbers) for whom the proposer has performed similar services within the last 5 years, described each of these services and include dates of operation.

6. Proposed Staff Qualifications: Provide a summary of qualifications for all personnel to be involved in the contract, including any sub-contractors, and state the specific role for each.

7. Program Implementation: Proposer may include new ideas to improve the reconstruction of Seaside Lagoon.

8. Project Schedule: Provide a schedule for the various proposed activities to accomplish the Project goals and objectives. Include provision for the City and Agency staff reviews and activities as considered necessary.

9. Reference: Provide no less than three (3) references of publicly-funded conceptual design clients in scope, over the last five (5) years. For each reference, provide the following:

- Name of the agency, address, contact person and title, email address and phone number;
- Contract amount
- Term or period of time; and
- Brief description of the work provided

10. Financial Statements: Provide audited financial statements or financial reviewers for the past two years. Financial statements or reviewers must provide

a thorough summary of the financial stability and capacity of the proposing contractor and its parent company, if any. If financial statements are to be treated as confidential, provide in a separate envelope and mark as "Confidential."

11. Fee Proposal: Provide itemized cost estimate for the scope of work, including anticipated fees and charges for any sub-consultants. The specific fees and charges will be negotiated with terms and conditions in services agreement after consultant selection. Also provide a current hourly rate schedule for all employees to be involved in the project. These rates shall remain in effect for the duration of the project. Provide a listing of any reimbursable expenses, including unit cost.

## ATTACHMENT I: EVALUATION AND SELECTION PROCESS

A panel consisting of City of Redondo Beach officials, staff, and community representative(s) will evaluate responsive proposals based on the following criteria, not necessarily listed in order of relative importance:

<b>Exhibit 1, Evaluation Criteria</b>	<b>Point Value</b>
<b>Qualifications and Experience</b> Qualifications and previous experience of the consultant, subconsultants, if any, and the named project manager and staff as they relate to the requirements of this project.	<b>15</b>
<b>Technical Competence</b> Technical experience relating to the tasks and subtasks of this project as well as previous experience in working with and presenting information to groups and committees and experience in the development of similar studies.	<b>15</b>
<b>Analysis Methodology</b> Coherence and comprehensiveness of the described scope of work which demonstrates an understanding of the City's objectives and expectations of this project.  Methodology and resources proposed to perform the work described in this RFP including efforts to engage the community.  Approach to conducting and completing the project on schedule, including project management.	<b>25</b>
<b>References and Outcomes</b> Performance of the proposing firm in similar engagements and conformance/quality of the resulting products.	<b>25</b>
<b>Cost</b> Total proposed project cost, reasonability of cost components, and allocation of resources and consultant hours between tasks.	<b>20</b>
<b>Total Awarded Points</b>	<b>100 (max)</b>

After the panel's initial evaluation of the proposals, the panel may, if necessary, hold interviews with the top ranked proposers. The City reserves the right to select a consultant based solely on written proposals and not convene oral interviews.

Contract award will be based on a combination of factors that represent the best overall value for completing the work scope as determined by the City, including: the proposal criteria outlined in the RFP; results of background and reference checks; results from the interviews and presentation phase; and proposed cost.

Contract award is contingent upon the successful negotiation of final contract terms. Negotiations will be confidential and not subject to disclosure to competing proposers. If

contract negotiations cannot be concluded successfully, the City may negotiate a contract with other proposers or withdraw the RFP.

It is expected that the proposer will be ready to commence the project immediately upon receipt of Notice to Proceed and to complete the project in its entirety by the date set forth and agreed upon by the Consultant and City. The awarded firm will be expected to execute an agreement substantially the same as the sample Professional Services Agreement included as Attachment III of this RFP unless any exceptions or conditions are explicitly stated in their proposal.

## ATTACHMENT II: Photos of Seaside Lagoon



## ATTACHMENT III: Sample Agreement

### AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH AND \_\_\_\_\_.

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and \_\_\_\_\_, a \_\_\_\_\_ [Type of Entity] ("Contractor" or "Consultant").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".

\* \* \* \* \*

### GENERAL PROVISIONS

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable,

Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Contractor.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons



for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.

13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
  - a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
18. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.

20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

30. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
31. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

*SIGNATURES FOLLOW ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

CITY OF REDONDO BEACH

[CONTRACTOR'S NAME]

\_\_\_\_\_  
William C. Brand, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

\_\_\_\_\_  
Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Webb, City Attorney

## **EXHIBIT "A"**

### **PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES**

#### **CONTRACTOR'S DUTIES**

Contractor shall perform the following duties.

SAMPLE

## EXHIBIT "B"

### SCHEDULE FOR COMPLETION

**TERM.** The term of this Agreement shall commence \_\_\_\_\_, 201\_\_ and expire \_\_\_\_\_, 201\_\_ ("Term"), unless otherwise terminated as herein provided.

SAMPLE

**EXHIBIT "C"**  
**COMPENSATION**

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

1. **AMOUNT.** [monthly, hourly, annual amounts, etc.]
2. **METHOD OF PAYMENT.** Contractor shall provide invoices indicating the services and tasks performed during the prior month to City for approval and payment. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
3. **SCHEDULE FOR PAYMENT.** [payment terms]
4. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor

City

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.



## **EXHIBIT "D"**

### **INSURANCE REQUIREMENTS FOR CONTRACTORS**

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

#### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

#### **Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

#### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

#### Additional Insured Endorsement:

**General Liability:** The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

**Automobile Liability:** The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

#### Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

### Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

### Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.