

REQUEST FOR PROPOSALS (RFP) TO PROVIDE  
PROFESSIONAL GEOTECHNICAL ENGINEERING STUDY  
AND DESIGN SERVICES FOR SLOPE STABILIZATION ON  
PALOS VERDES DRIVE NORTH IN THE CITY OF LOMITA

January 22, 2026



**DELIVERY ADDRESS**

City of Lomita  
24300 Narbonne Ave.  
Lomita, CA 90717  
Attn: Kathleen Horn Gregory  
City Clerk

**CONTACT INFORMATION FOR INQUIRIES**

**contact via e-mail only, no telephone calls**  
Jennifer Howell, PE  
Associate Engineer  
j.howell@lomitacity.com

**REQUIRED NUMBER OF PROPOSALS**

Three (3) hard copies and one (1) electronic  
copy (pdf)

**PRE-PROPOSAL MEETING**

None

**PROPOSAL DUE DATE**

February 24, 2026

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### **Attachments:**

**Attachment A – Local Map, Photographs of Project Site and Data**

**Attachment B – Sample Professional Services Agreement**

**Attachment C – Affidavit of Non-Collusion**

**Attachment D – Claims History**

**Attachment E – Levine Act Statement**

**REQUEST FOR PROPOSALS (RFP)  
TO PROVIDE PROFESSIONAL  
GEOTECHNICAL ENGINEERING  
STUDY AND DESIGN SERVICES FOR  
SLOPE STABILIZATION ON PALOS  
VERDES DRIVE NORTH IN THE CITY  
OF LOMITA**



**To interested and qualified Consultants:**

The City of Lomita is soliciting proposals from qualified firms interested in providing geotechnical engineering study and design services for slope stabilization on Palos Verdes Drive North in the City of Lomita.

Requirements for this RFP are enclosed.

In order to be considered in the selection process, interested parties shall submit three (3) hard copies and one (1) electronic copy (pdf) of their Proposals no later than **1:00 PM, February 24, 2026** to:

Kathleen Horn Gregory  
City Clerk  
24300 Narbonne Ave.  
Lomita, CA 90717

If you have any questions, please contact via email (no telephone calls):

Jennifer Howell, PE  
Associate Engineer  
j.howell@lomitacity.com

Late proposals will not be accepted.

Sincerely,

A handwritten signature in blue ink, appearing to read "Charles D. Herbertson", is written over a horizontal line.

Charles D. Herbertson  
City Engineer (Consulting)  
City of Lomita

REQUEST FOR PROPOSALS (RFP) TO PROVIDE  
PROFESSIONAL GEOTECHNICAL ENGINEERING STUDY  
AND DESIGN SERVICES FOR SLOPE STABILIZATION  
ON PALOS VERDES DRIVE NORTH  
IN THE CITY OF LOMITA

January 22, 2026

1. GENERAL INFORMATION

Community Profile

The City of Lomita is a small, urban, densely populated community of 1.97 square miles that is substantially fully developed with mostly residential neighborhoods and commercial properties located on major streets. The City is located at the base of the Palos Verdes Peninsula of the Los Angeles Basin in the southwestern part of Los Angeles County, 26 miles south of downtown Los Angeles and bounded by the City of Torrance on the north and west, the Harbor Region of Los Angeles on the east, the City of Rolling Hill Estates on the southwest, and the City of Rancho Palos Verdes and unincorporated Los Angeles County on the southeast. Lomita is considered to be part of the South Bay region of Los Angeles County.

Overview

The City of Lomita is requesting proposals from qualified geotechnical consulting firms to study a portion of a slope adjacent to and immediately south of Palos Verdes Drive North between Rolling Vista Drive and S. Western Avenue. The subject slope has been experiencing erosion during rain events and is gradually receding back from the roadway to the south toward City of Los Angeles and City of Lomita water storage facilities located at the top of the slope. The purpose of the study is to determine the overall slope stability, probable causes of the erosion that is occurring and to propose possible remedies to minimize or prevent future erosion of the slope. The study phase outlined above may or may not be followed by a second phase, the design phase. If the City elects to proceed with the design phase, the consultant will be asked to provide a separate cost proposal for the selected approach to stabilize the slope. The City reserves the right to issue a separate Request For Proposals for the design portion of the project or negotiate a contract directly with the firm selected to perform the initial study.

2. PROJECT DESCRIPTION

A segment of slope adjacent to and south of Palos Verdes Drive North in the City of Lomita has eroded over time. Attachment A provides pictures of the subject area as well as approximate distances. During recent heavy rain events soil has washed down the slope onto the adjacent sidewalk and into the street requiring removal of the soil from the sidewalk and roadway by City maintenance personnel and the implementation of short-term remedial measures at the base of

the slope. At the top of the slope, the City of Los Angeles and the City of Lomita maintain water storage facilities for their respective domestic water services. The City desires to have a geotechnical evaluation performed to assess slope stability and causes of the slope erosion. The primary objective of this project is to ensure the long-term integrity of the slope so as to minimize or prevent falling debris from impacting the adjacent sidewalk and roadway and to protect the nearby City of Los Angeles and City of Lomita water storage facilities from the effects of erosion and a receding top of slope.

The selected consultant must be qualified to manage the full scope of work. However, the work will include two phases: a geotechnical study phase and a design services phase. After the conclusion of the geotechnical study phase the City has the option of either requesting a proposal for design from the firm selected to perform the study phase or issuing an additional Request For Proposals for design.

### Geotechnical Services Phase

As described in further detail below, this phase shall include a geotechnical study including geotechnical testing, an analysis of the slope to determine overall stability, probable causes of the erosion that is occurring, and development of alternative approaches to achieve slope stability and minimize erosion. Testing is anticipated to include soil sampling and analysis leading to preparation of a Slope Stability Analysis and Risk Assessment Report which includes a detailed analysis of the existing slope's stability as well as engineering recommendations for achieving improved slope stability. The proposal should indicate the approximate number, location and depth of borings anticipated to be required to obtain the information necessary to prepare the report. The findings and design options presented in the geotechnical phase will guide the design requirements. Additionally, a Preliminary Design Report based on geotechnical findings shall be prepared that includes an alternatives analysis.

### Design Services Phase

As described in further detail below, this phase shall include, for the City's selected approach, completion of design services through 100 percent design plans, specifications and estimate, including a bid package using the City's format, ready for advertisement.

The contract will grant the City the right without an obligation to proceed with the design services phase of the project after the consultant completes the geotechnical services phase. If the City elects in its discretion not to issue a notice to proceed for the design services phase of the project, the contract will entitle consultant to payment for work performed on the geotechnical services phase alone, and consultant shall not be entitled to any payment on the design services phase, including without limitation any anticipated profits for the design services phase. The City reserves the right to issue a separate Request for Proposals for the Design Services Phase.

The contract will be regulated according to the provisions of all Federal, State and local laws and ordinances that are applicable. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

### 3. RFP SCHEDULE

The schedule below is tentative and is subject to change by the City:

RFP Release	January 22, 2026
Questions Submittal Deadline	February 12, 2026 @ 1:00 PM
City Provides Responses to Questions	February 17, 2026
<b>Proposal Deadline</b>	<b>February 24, 2026 @ 1:00 PM</b>
Tentative Consultant Interviews	March 10, 2026
Estimated Date of City Council Approval	April 7, 2026
Estimated Date of Notice to Proceed	April 28, 2026

### 4. SCOPE OF SERVICES

The selected consultant will provide professional geotechnical engineering services that include, but are not limited to, the following:

Below is an overview of the required services. Full task scope and requirements will be as stated in the consultant's proposal which should, as a minimum, include the following:

#### Phase I – Geotechnical Investigation and Reports Phase:

##### Task 1 – Project Administration:

- In-person Kick-off meeting with City staff
  - Provide project schedule
  - Provide contact information for key personnel
  - Identify data needs from City
  - Review overall project approach
- Bi-weekly status meeting
  - Conduct bi-weekly project update meetings
  - Provide agenda and minutes for each meeting

##### Task 2 – Geotechnical Investigation:

- Research and review of City of Lomita and LADWP As-built documents relating to water facilities and public right-of-way at project location
- Conduct site geotechnical investigation and analysis including soil sampling, testing, and surveying

##### Task 3 – Slope Stability Analysis and Risk Assessment Report:

- Prepare a Slope Stability Analysis and Risk Assessment Report that includes:
  - A summary of the geotechnical investigation
  - Boring logs, test results, and bore location map

- A summary of the results of the geotechnical analysis
- A detailed discussion of the slope stability and how it was determined
- A detailed Risk Assessment including risks attributable to unstable soils, erosion and land movement to:
  - Any buried utilities
  - Public Right-of-Way (sidewalk and roadway)
  - Water storage facilities at top of slope.

#### Task 4 – Preliminary Design Report

- Prepare a Preliminary Design Report based on geotechnical findings that includes:
  - An Alternatives Analysis including conceptual/schematic level design for alternative design options – it is anticipated that several design options will be presented. Design options to include selection of materials and realistic renderings. Additionally, the following shall be included for each design option:
    - Pros and Cons
    - Level of risk
    - Estimated design and construction costs
    - Required level of environmental review.
- Recommended preferred alternative and justification

#### Task 5 – Presentation

- Present findings, report, and design options including realistic renderings to visually depict the design option
- Prepare presentation and present to City management
- Prepare presentation and present to Public Safety & Traffic Commission
- Prepare presentation and present to City Council.

#### Phase II - Design Phase (optional-if proposal is requested by the City following completion of Phase I)

##### Task 1 - Project Administration:

- Conduct bi-weekly Teams project update meetings with City staff
- Provide monthly status reports via email

##### Task 2 - Environmental:

- Limited Phase 1 Environmental Site Assessment (ESA)
- Coordination and execution of any additionally required environmental permits
- Identify any other potential environmental requirements and compliance
- Plan to satisfy any mitigation requirements and
- Monitoring plan for mitigation requirements.

### Task 3 - Design:

- Develop plans, specifications, and engineer's estimate
- Submit 30% and 60% plans for review
- Submit 100% plans, specifications and estimate for final review
- Incorporate City comments after each submittal.
- Submit final, stamped 100% plans and specifications, ready for bid, and estimate.
- Obtain any required permits
- Assist with answering any questions or preparation of Addenda (if required) during the bid period.

### Optional Task 4 - Presentation of Design

- Prepare presentation and present design to City management
- Prepare presentation and present design to Public Safety & Traffic Commission
- Prepare presentation and present design to City Council.

### Task 5 - Construction Support:

- During construction phase, provide responses to RFI's, respond to questions from bidders and the City, and attend the pre-construction conference to answer any design questions.

The City of Lomita reserves the right to modify the scope and add or reduce work as determined necessary by the City Project Manager.

## 5. REQUIREMENTS FOR PROPOSALS

**Cover Letter:** Provide a one-page cover letter that emphasizes strong points of the project team and the firm's experience. The cover letter must include the firm's legal name, name, address, and telephone number of the person(s) to be used for contact who will be authorized to make presentations for the firm. The cover letter must bear the signature of the person authorized to sign on behalf of the proposer and to bind the applicant in a contract. The cover letter will include a statement offering the proposer's acceptance of all conditions listed in the "Request for Proposals" document. **Any exception on the Proposer's behalf must be stated in the proposal cover letter.** The cover letter shall state that the submittal is valid for 120 days.

A. Table of Contents: Provide contents of proposal.

B. Executive Summary: The executive summary shall be signed by an official authorized to bind the firm for a period up to 120 days after the proposal is submitted and shall contain the name, title, mailing address, email address, and telephone number of the individual to whom correspondence and other contact should be directed. Include the name, email and phone number of person(s) in the organization authorized to negotiate the Professional Services Agreement with the City.

- C. Project Team: Include a proposed team organizational structure. Identify principal, project manager, and all personnel who will be assigned to work on this project, and what their responsibilities for this project will be. There can be no change of key personnel once the proposal is submitted without the prior approval of the City. It is important that the proposed project manager has sufficient time to represent the City on this project as an extension of City Staff. A list of other projects the project manager will be assigned during this project is required. The number of hours per week the project manager will be dedicating to this project must be clearly stated.

Project Team Qualifications and Experience: Identify the education, professional credentials, licensing, and experience of each member of the Team. Describe each team member's experience working on similar projects. Specifically show, for each team member, a list of projects for which they served in the role they are expected to serve in on this project. Show, for the team as a whole, their achievements in designing similar projects. For the primary firm and each sub-consultant, list the professional license number for each architect or engineer of record.

The proposed Engineering Team shall have experience working with public agencies and/or infrastructure design in similar assignments. It is highly desirable that the key project team members have served public agencies in various capacities and/or are accustomed to working with governmental agencies, and have a good understanding of public agency issues, procedures, and policies.

Provide resumes in outline form for the key personnel assigned and committed to these services including sub-consultants, if utilized; include the number and type of additional support personnel who will be providing services, and identify the percent availability of key personnel for this project, including sub-consultants. Include experience of the firm, the project team, and subconsultants on similar projects.

Provide an organizational chart that reflects titles of key staff and management contacts of each individual assigned to provide services under this Proposal. Included in the organizational chart, please list all sub-consultants.

It is the City's requirement that key personnel identified in the Organizational Chart remain during the term of the agreement. The Proposer shall note concurrence on the restrictions to changes in key personnel. A transition plan shall be presented in this section in the event there are proposed changes in key personnel during the term of the agreement that are outside of the consulting firm's control or if the City requests such change.

After contract execution, the Consultant should not substitute key personnel (project manager and others listed by name in the cost proposal) or sub-Consultants without prior written approval from the City. The Consultant must request and justify the need for the substitution and obtain approval from the local agency prior to use of a different sub-Consultant on the contract. The proposed substituted person must be as qualified as the original and at the same or lower cost. For engineering types of Consultant contracts, the

Consultant's project manager must be a registered professional engineer in the State of California.

- D. Approach and Scope of Work: Provide your understanding of the project and describe your approach. Provide a detailed scope of work that your firm will utilize to provide requested services in an efficient and cost-effective manner. It should include the firm's understanding of the process to undertake such a project and to complete it in compliance with all applicable rules, regulations, standards and requirements. In your approach, describe methods that you will use for quality control, budget/cost control, schedule control, and document control. Initial Scope: The initial contract will cover only Phase I – Geotechnical Investigation and Reports.
- E. Schedule: Provide detailed project schedule. Use May 4, 2026 as the project start date. Show project tasks including key milestones, durations, start and completion dates, time allocations for City review and other regulatory agency review and any outside agencies that may be involved in the review and approval process.
- F. Selection and Amendment: If the city decides to move forward to design, the existing contract may be amended to include the chosen design. This amendment will be based on a separate proposal for design to be provided by the consultant. The separate proposal should be based on predetermined hourly labor costs from the Consultant's Fee Schedule.
- G. Reference Projects: The proposal shall include a list of at least three (3) recent projects completed by your firm with similar services to those required by this RFP. Include a project description, contact name and number, design fee, construction dates, construction estimate, and actual construction cost, including change orders and claims.
- H. Scope of Services: The proposal shall include a detailed scope of services identifying specific tasks and any specific considerations and assumptions. See item 4 Scope of Services above.

## 6. KEY PERSONNEL

It is imperative that the key personnel providing the geotechnical engineering services have the background, experience, and qualifications to provide the required services. The City reserves the right to approve all key personnel individually for work on this contract. All key staff shall be named in the contract. After the contract is signed, the proposer may not replace key staff unless their employment is terminated or as agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the Project. The City reserves the right to request that the proposer replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project.

## 7. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

The RFP includes a sample of the City's Professional Services Agreement in Attachment B. Proposers shall review the Agreement and provide a statement that they will comply with all aspects of the Agreement or provide any comments that they would like the City to consider in

the cover letter of the proposal. The City Attorney will review any comment received and make a final decision if all or part or any of such comments may be considered.

## 8. INSURANCE COVERAGE LIMITS AND REQUIREMENTS

The successful Consultant shall procure and maintain, for the duration of the contract, insurance policies as listed in Section 20 - Insurance Requirements of the attached sample Professional Service Agreement (PSA) (Attachment B).

All insurance policies must be open to inspection by the City and copies of policies must be submitted to the City upon written request.

## 9. CONSULTANT SELECTION METHODOLOGY

All proposals will be evaluated by a City of Lomita Selection Committee (Committee). The Committee may be composed of City of Lomita staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposals. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the City of Lomita Project Manager only.

The selection committee will review the submitted proposals according to the below evaluation criteria and weighting factors. The committee will then establish a shortlist based on the highest ranked proposals. The qualified consultants on the shortlist may be interviewed. The City may choose not to conduct oral interviews and may negotiate a contract with the highest ranked consultant after the review of written proposals.

If oral interviews are conducted, the committee will reestablish a final ranking of the highest ranked consultants after the interviews. The highest ranked consultant will be selected for the project. Cost proposals for all qualified consultants will be opened and used to begin negotiations with the highest ranked consultant. The City will negotiate with the highest ranked consultant in compliance with all applicable federal, state, and local guidelines. If an agreement on fees cannot be reached, then negotiations will proceed to the second highest qualified consultant, and so on and so forth until a final agreement is reached with a consultant.

The proposals will be evaluated based on the following:

### A. PROFESSIONAL QUALIFICATIONS – 30 points

Identify individuals who will be assigned to this project by name, title and their role on this project. Indicate which of these individuals you consider key to the successful completion of the project. Resumes or qualifications are required for proposed project personnel who will be assigned to the project. Qualifications and capabilities of any sub-consultants shall be included.

## B. PAST EXPERIENCE WITH SIMILAR PROJECTS – 30 points

The written proposal must include a list of specific experience in the project design area and indicate proven ability in designing similar projects by the firm and the individuals to be assigned to the project. The proposal should also indicate the ability to have projects completed within the budgeted amounts. A complete list of client references must be provided for similar projects completed within the last five years. It shall include the firm's/agency's name, address, telephone number, project title, and contact person.

## C. PROPOSED WORK PLAN – 40 points

A detailed work plan is to be presented and should outline the overall project understanding, approach, and list all tasks determined to be necessary to accomplish the overall scope of the project. The work plan shall include, but is not to be limited to, the tasks listed in Section 4 of the RFP, Scope of Services. The work plan shall define resources needed for each task (title and labor hours) and staff persons completing the project element tasks. In addition, the work plan shall include a timeline schedule depicting the sequence and duration of tasks showing how the work will be organized and executed.

The work plan shall be sufficiently detailed and clear to identify the progress milestones, i.e. when project elements, measures, and deliverables are to be completed. Additional project elements suggested by the proposer that are thought to be necessary for the completion of the project are to be included in the work plan and identified as proposer-suggested elements.

Identify all of those, if any, who will be subcontracted to assist you with this project, and the extent of work for which they will be responsible. Include similar reference data for subcontractors and employees as requested above for the main proposer.

Include any other information that you believe to be pertinent but not specifically asked for elsewhere.

## 10. ADDENDA

Any changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. If any Addenda is issued by the City, the proposers shall include an acknowledgement of receiving such Addenda and their agreement with the terms and conditions stated in such Addenda. If no Addenda is issued, proposers shall state so in this section.

## 11. PREVAILING WAGE RATES

Prevailing wages will apply if the services to be performed meet the criteria according to California Department of Industrial Relations web site at: [http://www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html). City will not assume any responsibility for Contractor's failure to pay prevailing wages in accordance with State law.

Please note that prevailing wages will apply to services including, but not limited to, the following: land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth.

The selected Consultant will need to provide its Prevailing Wage Policy if their participation on the project includes prevailing wage work. The policy will include information on the accounting treatment of delta base and delta fringe and verify the accounting treatment is consistent every year.

## 12. CONTRACT AWARD

Any contract resulting from this RFP will be awarded to a firm whose Proposal meets the technical requirements of the RFP and is evaluated as the highest ranked proposal with a fair and reasonable price as determined by the City. Proposals will be ranked in accordance with the evaluation criteria stated in this RFP.

Negotiations regarding a fair and reasonable price will occur subsequent to tentative consultant selection. Should the City be unable to obtain a fair and reasonable price through negotiations with the highest qualified proposer, the City will enter into negotiations with the next highest qualified proposer and may award that contract if the parties are able to arrive at a fair and reasonable price. If that is unattainable, the City will enter into negotiations with the next highest qualified proposer in sequence until an agreement is reached.

## 13. FEE PROPOSAL SUBMITTAL

Fee Proposal shall be submitted in a separate sealed envelope and separate digital file.

The fee proposal shall include all tasks required to perform the work with a maximum not-to-exceed fee for each task and a grand total not-to-exceed fee. Costs shall be all inclusive, including all overhead, materials, equipment, hourly labor rate, and all other miscellaneous direct and indirect costs. The fee proposal shall clearly show hours and cost per task. If sub-consultant is proposed, provide the same detail with hours and hourly rates. The task and fee breakdown must match the scope of services in the format, as presented within the RFP. The proposal can include optional costs if the consultant so desires. It will be the selected Consultant's responsibility to identify all necessary tasks and costs associated with the services and to ensure that all services are completed in full compliance as required with Federal and State labor standards and regulations. The Consultant shall provide its services for the duration of the agreement for the approved scope of work and fee.

## 14. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email to the Public Works Department at: [publicworks@lomitacity.com](mailto:publicworks@lomitacity.com).

Questions regarding this RFP shall be submitted via email to the above contact on or before **February 12, 2026 at 1:00 PM**. In response to all questions received by this date, the City will issue answers to questions for clarification, and, if required, any Addenda for changes to contract requirements. The answer to questions and/or addenda will be posted on the City's website where the RFP is posted.

#### 15. PROPOSAL SUBMITTAL PROTOCOL

Interested and qualified firms shall submit their proposals as follows:

**Envelope 1:** Technical Proposal, 3 bound copies and 1 pdf file on thumb drive. Please indicate on the Proposal Cover: TECHNICAL PROPOSAL

**Envelope 2:** Fee Proposal, 3 bound copies and 1 pdf file on thumb drive (Fee Proposal can be included on the same thumb drive as the Proposal if included as a separate file.). Please indicate on the Fee Proposal Cover: FEE PROPOSAL

Proposal submittal due date is February 24, 2026 at 1:00 pm.

#### **Proposals shall be addressed to:**

Kathleen Horn Gregory  
City Clerk  
24300 Narbonne Ave.  
Lomita, CA 90717

**Late proposals will not be accepted.**

#### 16. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any proposer or by any selected consultant. Each proposer shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by proposers and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a proposer/consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

**END OF RFP**

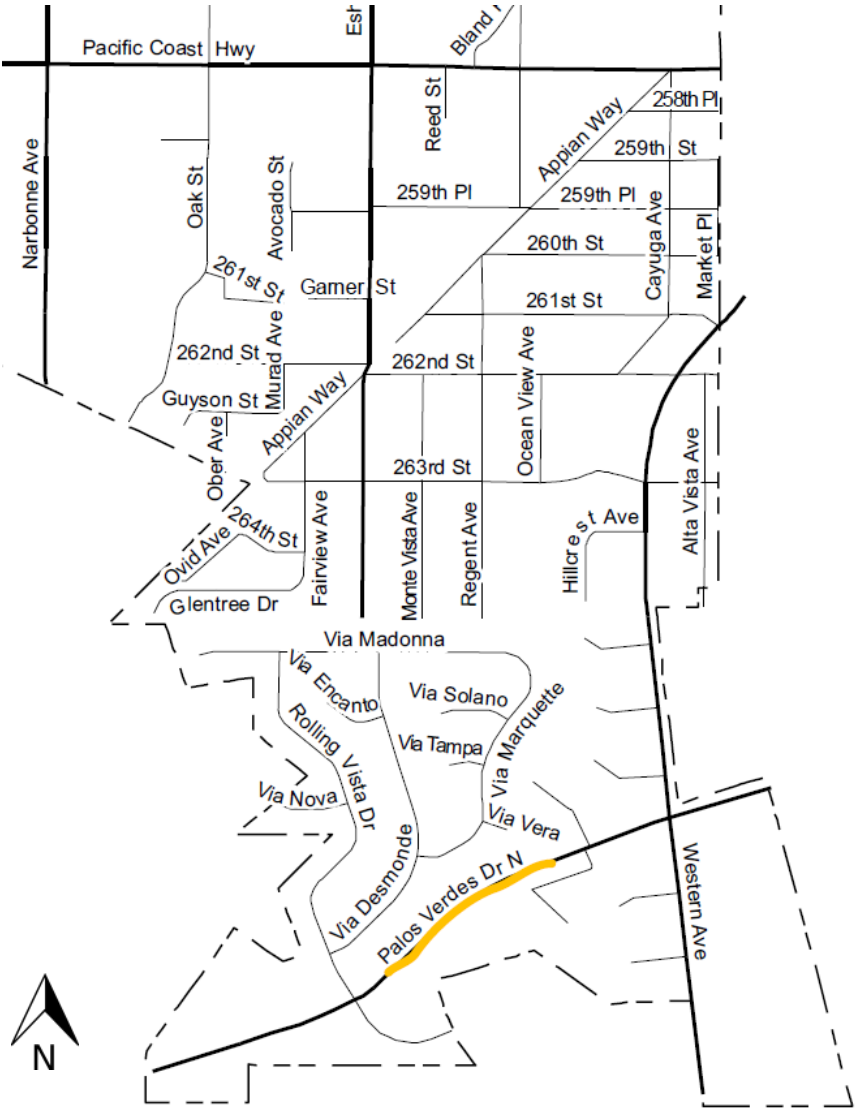
## ATTACHMENTS

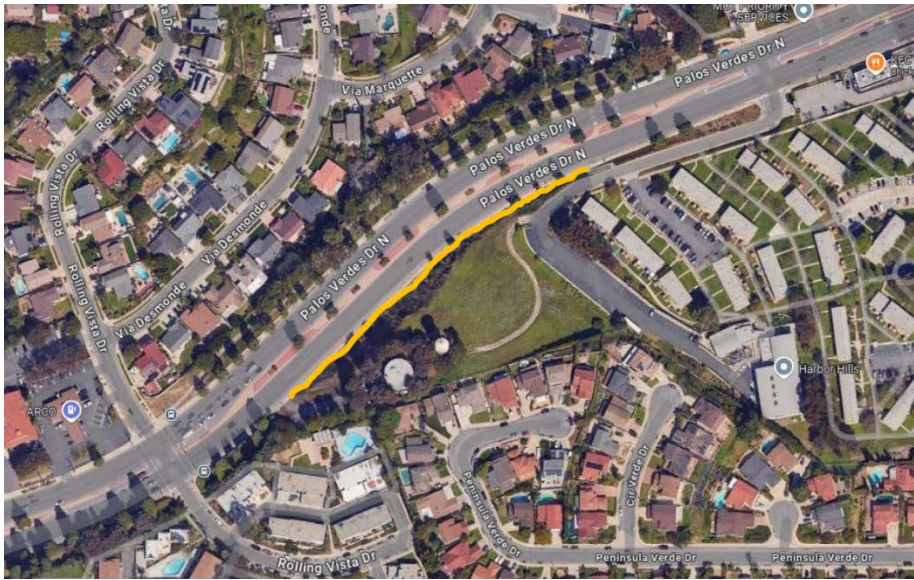
Attachment A Local Map, Photographs of Project Site and Data  
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ATTACHMENT A  
LOCAL MAP, PHOTOGRAPHS OF PROJECT SITE AND DATA

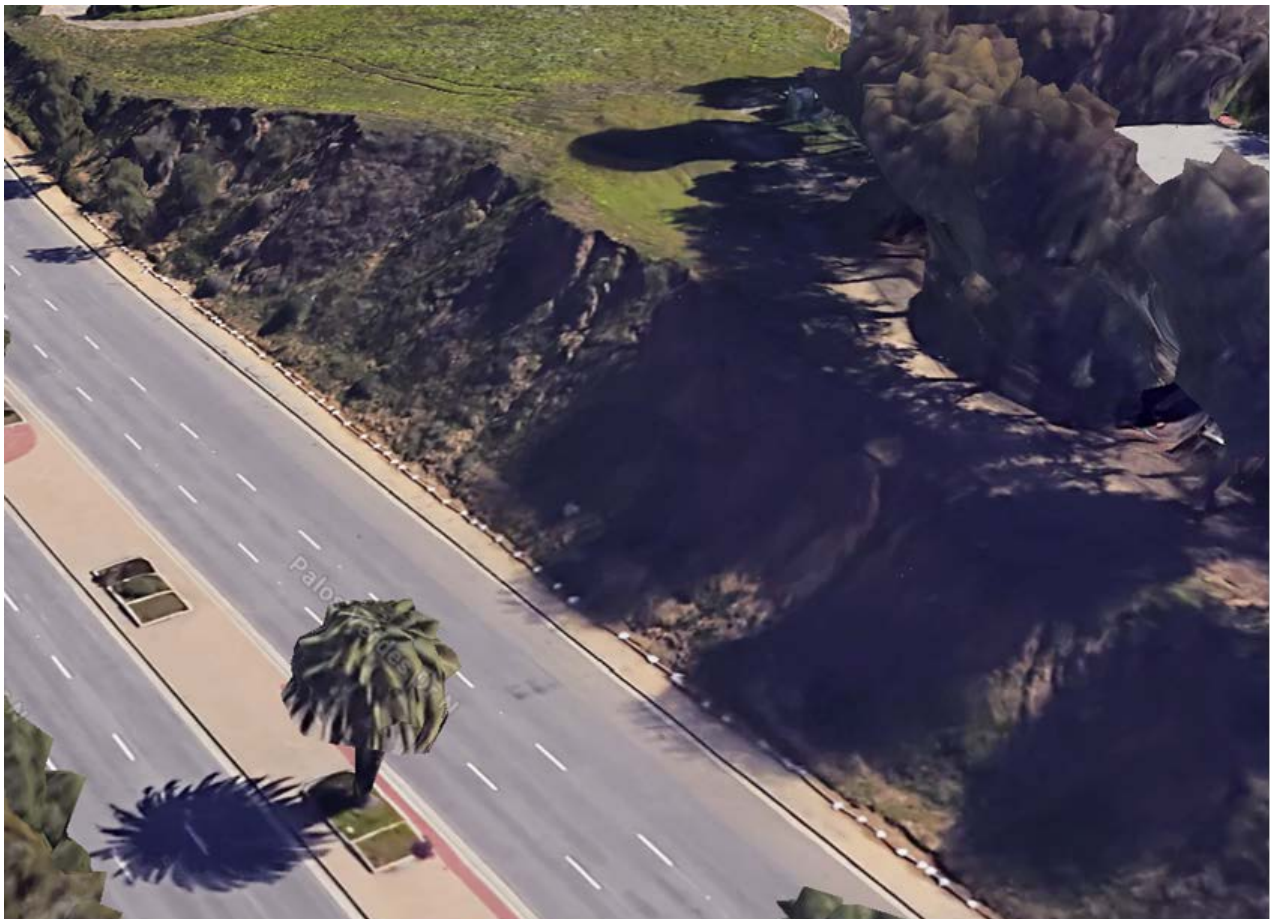
Steep Slope Erosion - Palos Verdes Dr North

Location: Along Palos Verdes Drive North, between Western Avenue and Rolling Vista Drive





Approximate Slope Details:  
Average Slope - Approximately 38% (21°)  
Maximum Height - Approximately 32'  
Length - Approximately 700'











**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF LOMITA AND NAME**

This AGREEMENT for Description is entered into this \_\_\_ day of \_\_\_ 20\_\_\_, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and NAME ("CONTRACTOR").

**RECITALS**

- A. CITY does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, CITY desires to contract out for Description.
- C. CONTRACTOR warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. CITY desires to contract with CONTRACTOR to perform the services as described in **Exhibit A** of this Agreement.

**NOW, THEREFORE**, based on the foregoing recitals, CITY and CONTRACTOR agree as follows:

**1. CONSIDERATION AND COMPENSATION.**

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As an additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. As additional consideration, CITY agrees to pay CONTRACTOR for its services satisfactory and reasonably rendered in an amount not to exceed \$xxx,xxx.xx, computed at a rate pursuant to the rate schedule set forth in the SCOPE OF SERVICES and attached as **Exhibit A**, unless otherwise specified by written amendment to this Agreement. The City Council has also approved an additional xx% of these estimated costs, or up to \$xx,xxx.xx, for unexpected contingencies, or a total, not-to-exceed amount of \$xxx,xxx.xx. If CONTRACTOR incurs expenses exceeding its estimated costs of \$xxx,xxx.xx, the CONTRACTOR must request such expenses in writing, and the CITY's City Manager or his designee must

approve of such requests, for CONTRACTOR to receive compensation for those costs.

- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONTRACTOR shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONTRACTOR all uncontested amounts set forth in the CONTRACTOR'S bill within 30 days after it is received.

**2. SCOPE OF SERVICES.**

- A. CONTRACTOR will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONTRACTOR will, in a professional manner, furnish all the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONTRACTOR by this Agreement.

- 3. PAYMENTS.** For CITY to pay CONTRACTOR as specified by this Agreement, CONTRACTOR must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period. Nothing in this Section shall entitle CONTRACTOR for compensation not specified in Section 1 of this Agreement.

- 4. TIME OF PERFORMANCE.** The services of CONTRACTOR are to commence upon receipt of a notice to proceed from CITY and shall continue until all authorized work is completed to CITY's reasonable satisfaction, in accordance with the schedule incorporated in "**Exhibit A**," unless extended in writing by CITY.

- 5. FAMILIARITY WITH WORK.** By executing this Agreement, CONTRACTOR represents that CONTRACTOR has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

- 6. KEY PERSONNEL.** CONTRACTOR's key person assigned to perform work under this Agreement is Name(s). CONTRACTOR shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of CITY.

7. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire upon CITY providing CONTRACTOR with written notice of completion of the scope of work for the PROJECT NAME Project, unless earlier termination occurs under Section 14 of this Agreement or extended in writing in advance by both parties.
8. **BEST MANAGEMENT PRACTICES AND TRAINING.** The contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Municipal NPDES Permit No. CAS004004. Contracting staff whose primary job duties are related to implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. The contractor shall certify they have received all applicable training to implement the requirements in Municipal NPDES Permit No. CAS004004 and shall provide documentation to that effect.
9. **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 CONTRACTOR and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with the written agreement between the parties.
10. **TAXPAYER IDENTIFICATION NUMBER.** CONTRACTOR will provide CITY with a Taxpayer Identification Number.
11. **PERMITS AND LICENSES.** CONTRACTOR will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state, and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.
12. **LAWS AND REGULATIONS; EMPLOYEE/LABOR CERTIFICATION.** CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause.
13. **PREVAILING WAGE.**
  - A. Prevailing Wage. CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project,

as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. Upon request, CITY shall provide CONTRACTOR with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONTRACTOR shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request and shall post copies at the CONTRACTOR'S principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and CONTRACTOR shall therefore comply with such Labor Code sections to the fullest extent required by law. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- B. Registration/DIR Compliance. If the services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, CONTRACTOR and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). CONTRACTOR shall maintain registration for the duration of the project and require the same of any subcontractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be CONTRACTOR'S sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against CONTRACTOR or any subcontractors that affect CONTRACTOR'S performance of services, including any delay, shall be CONTRACTOR'S sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay and shall not be compensable by CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.
- C. Labor Certification. By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.
- D. Employment of Apprentices. CONTRACTOR and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

- E. CONTRACTOR or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between the CONTRACTOR and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by CONTRACTOR on the project shall be returned to CITY. The CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.
- F. CONTRACTOR agrees to bind every subcontractor to the terms of the Agreement as far as such terms are applicable to subcontractor's portion of the work. CONTRACTOR shall be as fully responsible to CITY for the acts and omissions of its subcontractor and of persons either directly or indirectly employed by its subcontractor, as CONTRACTOR is for acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in these Agreement shall create any contractual relationship between any subcontractor and CITY.

**14. TERMINATION.**

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONTRACTOR may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONTRACTOR shall, at CITY's option, become CITY's property, and CONTRACTOR will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

**15. INDEMNIFICATION.**

- A. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall

reimburse CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

B. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 20, 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 CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

16. **ASSIGNABILITY.** This Agreement is for CONTRACTOR's professional services. CONTRACTOR's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

17. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that THE CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which it is performed. THE CONTRACTOR will be free to contract for similar service to be performed for other employees while under contract with CITY. CONTRACTOR 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 CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.

18. **AUDIT OF RECORDS.**

A. THE CONTRACTOR agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONTRACTOR agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONTRACTOR further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

B. CONTRACTOR will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

19. **CORRECTIVE MEASURES.** CONTRACTOR will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONTRACTOR will be given a reasonable amount of time as determined by CITY to implement said corrective measures. Failure of CONTRACTOR to implement required corrective measures shall result in immediate termination of this Agreement.

20. **INSURANCE REQUIREMENTS.**

A. CONTRACTOR, at CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. Workers Compensation Insurance as required by law. CONTRACTOR shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONTRACTOR for CITY.
2. General Liability Coverage. CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
3. Automobile Liability Coverage. CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
4. Professional Liability Coverage. CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by its employees, subcontractors, or subcontractors. The amount of this insurance shall not be less than two million dollars (\$2,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONTRACTOR 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

CONTRACTOR for all claims made by CITY arising out of any errors or omissions of CONTRACTOR, or its officers, employees or agents during the time this Agreement was in effect.

- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
  2. This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
  3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.
  5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
  6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.
- C. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

- E. CONTRACTOR shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.
- F. Failure on the part of CONTRACTOR to procure or maintain the required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 14 above.
- G. The commercial general and automobile liability policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR'S behalf upon CONTRACTOR'S failure or refusal to do so to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against Contractor for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.
21. **USE OF OTHER CONTRACTORS.** THE CONTRACTOR must obtain CITY's prior written approval to use any Contractors while performing any portion of this Agreement. Such approval must include approval of the proposed Contractor and the terms of compensation.
22. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONTRACTOR of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONTRACTOR for anything done, furnished or relating to the CONTRACTOR'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONTRACTOR, its employees, sub-Contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONTRACTOR, its employees, sub-Contractors and agents.
23. **CORRECTIONS.** In addition to the above indemnification obligations, the CONTRACTOR shall correct, at its expense, all errors in the work which may be

disclosed during the CITY'S review of CONTRACTOR'S report or plans. Should the CONTRACTOR fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONTRACTOR. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONTRACTOR under this Agreement up to the amount of the cost of correction.

24. **NON-APPROPRIATION OF FUNDS.** Payments to be made to CONTRACTOR by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONTRACTOR'S services beyond the current fiscal year, the Agreement shall cover payment for CONTRACTOR'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

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:

CITY	CONTRACTOR
<u>City of Lomita</u>	<u>Company</u>
<u>24300 Narbonne Avenue</u>	<u>Address</u>
<u>Lomita, CA 90717</u>	
<u>ATTN: City Manager</u>	<u>ATTN: Signer</u>

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. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

26. **SOLICITATION.** CONTRACTOR maintains and warrants that it has not employed nor retained any company or person, other than CONTRACTOR's bona fide employee, to solicit or secure this Agreement. Further, CONTRACTOR warrants that it has not paid, nor has it agreed to pay any company or person, other than CONTRACTOR'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 CONTRACTOR breach or violate this warranty, CITY may rescind this Agreement without liability.

27. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONTRACTOR and CITY and not for the

benefit of any other party. There will be no incidental or other beneficiaries of any of the CONTRACTOR's or CITY's obligations under this Agreement.

28. **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.
29. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
30. **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.
31. **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 with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
32. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.
33. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
34. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
35. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
36. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONTRACTOR represents that it has demonstrated trustworthiness and possesses the quality,

fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONTRACTOR represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private Contractors, and experience in dealing with public agencies all suggest that CONTRACTOR is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

**37. DISCLOSURE REQUIRED.** (CITY and CONTRACTOR initials required at one of the following paragraphs)

By their respective initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is a “contractor” for the purposes of the California Political Reform Act because CONTRACTOR’S duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were CONTRACTOR employed by CITY. CONTRACTOR hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the CITY’S Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to the Contractor commencing services hereunder, the City’s Manager shall prepare and deliver to CONTRACTOR a memorandum detailing the extent of CONTRACTOR’S disclosure obligations in accordance with the CITY’S Conflict of Interest Code.

City Initials \_\_\_\_\_

Contractor Initials \_\_\_\_\_

**OR**

By their initials next to this paragraph, CITY and CONTRACTOR hereby acknowledge that CONTRACTOR is not a “contractor” for the purpose of the California Political Reform Act because CONTRACTOR’S duties and responsibilities are not within the scope of the definition of contractor in Fair Political Practice Commission Regulation 18700.3(a)(2) and is otherwise not serving in staff capacity in accordance with CITY’S Conflict of Interest Code.

City Initials \_\_\_\_\_

Contractor Initials \_\_\_\_\_

[signatures on following page]

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

CITY OF LOMITA

CONTRACTOR

\_\_\_\_\_  
Andrew Vialpando, City Manager

By:

\_\_\_\_\_  
Signatory, Title

ATTEST:

\_\_\_\_\_  
Kathleen Horn Gregory, City Clerk

\_\_\_\_\_  
xx-xxxxxx  
Taxpayer ID No.

APPROVED AS TO FORM:

\_\_\_\_\_  
Trevor Rusin, City Attorney

# ATTACHMENT C

## AFFIDAVIT OF NON-COLLUSION

I state that I am \_\_\_\_\_ (title) \_\_\_\_\_ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

- (1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) \_\_\_\_\_ (name of firm), its affiliates, subsidiaries,

officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that \_\_\_\_\_ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City of South El Monte in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of South El Monte of the true facts relating to the submission of Offers for this contract.

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Name of Company/Position)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

\_\_\_\_\_  
Notary Public for California

My Commission Expires: \_\_\_\_\_

## **ATTACHMENT D**

### **CLAIMS HISTORY**

Each Consultant shall submit a summary of whether or not any of the following events have occurred within the past (10) years and, if so, a brief description of the circumstances involved (including, without limitation, the names of parties involved, current status and final disposition of the matter of dispute):

Failure to disclose any circumstances requested in the following paragraphs is grounds for disqualification.

- Failure by Consultant or any sub-consultant to enter into a contract to which it has received an award by a public entity.
- Forfeiture of a bid or proposal bond by proposer or any sub-consultant.
- Termination for default under a contract awarded by a public entity to Consultant or any sub-consultant.
- Debarment of Consultant or any sub-consultant by any municipal, county, state, federal, or local agency (note: debarment is grounds for automatic disqualification).
- The filing of a lawsuit or arbitration in which the Consultant or a sub-consultant was a defendant or cross-defendant at any time within the past ten (10) years that involved the performance of project, program, or engineering services and that involved an amount in controversy sought to be recovered from Consultant or the sub-consultant of more than \$100,000.00.
- Conviction of Consultant, a sub-consultant, or any of their principals or officers for violation of a state or federal antitrust law involving bid rigging, collusion, or restriction on competition between bidders, or conviction of violating any other federal or state law relating to bidding or contract performance (note: such conviction is grounds for automatic disqualification).
- Any publications involving firm or principals alleging or claiming corruption (such claims are grounds for automatic disqualification).
- Any suspension, revocation, or other disciplinary proceeding relating to a contracting or professional license issued to proposer or a sub-consultant.

**ATTACHMENT E**

**LEVINE ACT STATEMENT**



## California Levine Act Statement

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any Lomita City Councilmember from participating in any action related to contracts if he or she receives any political contributions totaling more than \$250 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract.

The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. Proposers are encouraged to review the requirements of the Levine Act at Government Code Section 84308 and any accompanying regulations adopted by the Fair Political Practices Commission (FPPC). Current Lomita City Councilmembers are listed at: <https://lomitacity.com/city-council/>

Proposers are responsible for accessing this link to review the names prior to answering the following questions.

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any Lomita City Councilmember in the 12 months preceding the date of the submission of your proposal or application?

\_\_\_\_\_ YES If yes, please identify the Councilmember(s):

\_\_\_\_\_ NO

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to any Lomita City Councilmember in the 12 months before or following any Council action related to your proposal or application?

\_\_\_\_\_ YES If yes, please identify the Councilmember(s):

\_\_\_\_\_ NO

Answering yes to either of the two questions above does not preclude the Lomita City Council from awarding a contract or approving an application or any subsequent action. It does, however, preclude the identified Councilmember(s) from participating in any actions related to your proposal or application.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized individual

\_\_\_\_\_  
Company/Applicant Name