

October 24, 2005

Honorable Mayor and Members of
The Hermosa Beach City Council

Regular Meeting of
November 8, 2005

**PROJECT NO. CIP 02-612 PUBLIC WORKS MAINTENANCE YARD RENOVATIONS –
PHASE 2
AWARD PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN & ENGINEERING**

Recommendation:

It is recommended that the City Council:

1. Award a Professional Services Agreement to J.C. Chang and Associates, Inc. to develop a Master Plan for the Public Works Maintenance Yard in the amount of \$26,370 and provide Architectural/Engineering Design Services for the Mechanic Shop and Sign & Paint Shop (Phase I of the Master Plan) for CIP No. 02-612 in the amount of \$39,240;
2. Authorize the City Clerk to attest and the Mayor to execute said agreement, upon approval as to form by the City Attorney; and
3. Authorize the Director of Public Works to make changes to the agreement up to \$6,500.

Summary:

In June 2004, Staff requested Statements of Qualifications (SOQ) from eleven architectural firms. Three (3) Statement of Qualifications were received from the following firms:

1. J.C. Chang & Associates, Inc.
2. Bryant, Palmer, & Soto, Inc.
3. Caldwell Architects

Each firm was evaluated on the basis of the scope of the services, resumes of key personnel and fee schedule. J.C. Chang & Associates, Inc. is a full service architectural/engineering firm. Their hourly rates are the lowest and they have extensive design experience. J.C. Chang & Associates, Inc. provided design services for Project No. CIP 02-626 Community Center Complex ADA (Americans with Disabilities Act) Upgrades to the City's satisfaction and in a timely manner in 2004. Project No. CIP 02-612 Public Works Maintenance Yard Renovation is budgeted in this fiscal year for design and partial construction. Phase I of the Master Plan (relocation of the Mechanic Shop and Paint & Sign Shop) must be completed in order to free up the occupied space for the other phases of the project. Staff, therefore recommends awarding of this project to J.C. Chang & Associates, Inc. to provide the required services.

The general scope of work consists of the following:

1. Site Investigation
1. Schematic Design
2. Design Development
3. Site Survey
4. Soils Report
5. Construction Documents
6. Construction Support Services

The detailed scope of work may be found in Exhibits A and B of the Professional Services Agreement.

Fiscal Impact:

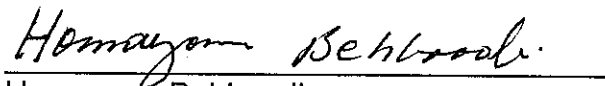
Funding is available in the project budget. The project fund will be impacted by \$65,610, and increase by up to \$6,500 contingency at this time.

Attachments:


1. Exhibit A & B – Scope of Work
2. Exhibit C – Fee Schedule
3. Sample of Professional Services Agreement

Respectfully submitted,

Concur:



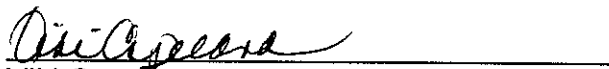
Homayoun Behboodi
Associate Engineer



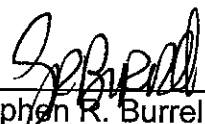
Richard D. Morgan, P.E.
Director of Public Works/City Engineer

Noted for Fiscal Impact:

Concur:



Viki Copeland
Finance Director



Stephen R. Burrell
City Manager

J.C. CHANG & ASSOCIATES, INC.

ENGINEERS ▫ ARCHITECTS ▫ PLANNERS

357 VAN NESS WAY, SUITE 178

TORRANCE, CA 90501

TEL: (310) 212-7644 ▫ FAX: (310) 212-5272

24 October 2005

JCCA No 04034-E

Please reference JCCA No.
on all correspondence.

City of Hermosa Beach
Civic Center, 1315 Valley Drive
Hermosa Beach, CA 90254-3885

ATTENTION: Mr. Richard D. Morgan, P.E.
Director of Public Works/City Engineer
Tel: (310) 318-0211
Fax: (310) 937-5015

SUBJECT: Architectural/Engineering Design Services for
The Master Plan of the Maintenance Yard

Dear Mr. Morgan:

J.C. Chang and Associates, Inc. (JCCA) is pleased to submit this proposal to City of Hermosa Beach for Architectural/Engineering Design Services relating to the above project. This portion of the project needs to be completed before working con the design of the new Maintenance building.

This proposal is valid for 60 days from the above date.

I. SCOPE OF WORK

The scope of work shall be as follows:

A. Master Plan

1. Verify Existing Site Conditions. Field Measurements And Site Topographic Survey.
2. Review And Verify All Applicable Codes Including City Parking And Setback Requirements.
3. Review General Site And Building Programs With City's Maintenance Yard Personnel.
4. Develop Two Schemes Of The Site And Building Layouts Per Programs.

B. General

1. Attend Design Review meetings.
2. Submit Drawings To City Of Hermosa Beach for review.
3. Submit Cost Estimate.

The Scope of Work is based on information furnished by Public Works of City of Hermosa Beach and during job walk on 11 October 2005.

II. PROJECT SCHEDULING

The following milestones shall be adhered to during the design process.

ACTIVITY DESCRIPTION

TIME

Completion Date

4 Weeks After Notice-To-Proceed

Work shall commence upon receipt of notice to proceed and shall be completed within the time schedule outlined above.

III FEE AND REIMBURSEMENTS

Our fee for the above work will be as indicated in Attachment A, Schedule of Fees.

	<u>Base Price</u>
Item A: Meeting, Site Investigation	\$ 4,420
Item B: Engineering and Design	\$19,250
Item C:: Construction Support	\$ 0
Item D: Reimbursables	<u>\$ 2,700</u>
TOTAL:	\$26,370

All the following charges shall be reimbursed by City of Hermosa Beach to JCCA:

- A. Blueprint and Reproduction
- B. Computer Plotting charges.

Additional scope of work or field time required in excess of that outlined above shall be in addition to the above fee, and shall be reimbursed by City of Hermosa Beach at the rates indicated in Attached A/E Fee Schedule.

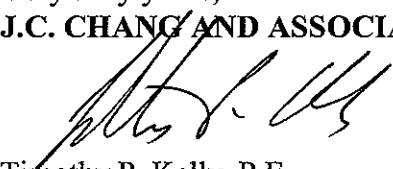
City of Hermosa Beach
Mr. Richard D. Morgan, P.E.
24 October 2005
Page 3 of 3

IV. TERMS

Terms of payment will be 30 days net after submittal of monthly invoice.

Thank you for giving us this opportunity to work for you.

Very truly yours,
J.C. CHANG AND ASSOCIATES, INC.



Timothy P. Kelly, P.E.
Vice President

GK/js
attachment

J.C. CHANG AND ASSOCIATES, INC.

357 Van Ness Way, Suite 178
Torrance, California 90501

A/E FEE SCHEDULE		PROJECT NUMBER	EST. CONSTRUCTION COST	DATE			
		04034-E		10/24/05			
		PROJECT TITLE					
		A/E Design Services for					
ITEM A - SURVEYS, SITE INVESTIGATION, ETC.		Master Plan of the Maintenance Yard					
DESCRIPTION	PROFESSIONAL HOURLY RATE	ESTIMATED MAN-HOURS	AMOUNT	SUB-PRO HOURLY RATE	ESTIMATED MAN-HOURS	AMOUNT	
PROJECT MANAGER	\$ 100.00						
ARCHITECTURAL	\$ 85.00	16	1,360.00	\$ 60.00			
STRUCTURAL	\$ 85.00			\$ 60.00			
CIVIL	\$ 85.00	16	1,360.00	\$ 60.00			
MECHANICAL	\$ 85.00	10	850.00	\$ 60.00			
ELECTRICAL	\$ 85.00	10	850.00				
SUB TOTALS		52	4,420.00				
TOTAL FIELD INVESTIGATIONS - ITEM A						4,420.00	
ITEM B - ENGINEERING AND DESIGN		NO. OF DRAWINGS	ARCH	STRUCT	CIVIL	MECH	ELECT
DESCRIPTION	PROFESSIONAL HOURLY RATE	ESTIMATED MAN-HOURS	AMOUNT	CAD OPER. HOURLY RATE	ESTIMATED MAN-HOURS	AMOUNT	
PROJECT MANAGER	\$ 100.00						
ARCHITECTURAL	\$ 85.00	100	8,500.00	\$ 60.00	40	2,400.00	
STRUCTURAL	\$ 85.00			\$ 60.00			
CIVIL	\$ 85.00	30	2,550.00	\$ 60.00	20	1,200.00	
MECHANICAL	\$ 85.00	10	850.00	\$ 60.00	10	600.00	
ELECTRICAL	\$ 85.00	10	850.00	\$ 60.00	10	600.00	
DESIGNER	\$ 85.00						
SPECS WRITER/COST ESTIMATOR	\$ 85.00	20	1,700.00				
PLAN CHECK/PERMIT	\$ 85.00						
SUB TOTALS		170	14,450.00		80	4,800.00	
TOTAL ENGINEERING AND DESIGN - ITEM B						19,250.00	
ITEM C - CONSTRUCTION SUPPORT SERVICES							
DESCRIPTION	PROFESSIONAL HOURLY RATE	ESTIMATED MAN-HOURS	AMOUNT	SUB-PRO HOURLY RATE	ESTIMATED MAN-HOURS	AMOUNT	
PRE-BID JOB WALK	\$ 85.00						
PRECONSTRUCTION MEETING	\$ 85.00			\$ 60.00			
CHECK SHOP DRAWINGS	\$ 85.00			\$ 60.00			
RFI/FIELD MEETINGS	\$ 85.00			\$ 60.00			
PUNCH LIST	\$ 85.00			\$ 60.00			
AS-BUILT	\$ 85.00			\$ 60.00			
	\$ 85.00						
SUB TOTALS							
TOTAL CONSTRUCTION SUPPORT SERVICES - ITEM C							
ITEM D - REPRODUCTION COSTS & REIMBURSABLES		NUMBER OF SHEETS			TOTAL SHEETS	UNIT COST	AMOUNT
DESCRIPTION	35%	90%	100%				
BLUE LINE PRINTS - 1/2 SIZE						200.00	
BLUE LINE PRINTS - FULL SIZE							
SHALCO VELLUM							
SPECIFICATION (/PAGE)							
TOPOGRAPHIC SURVEY						2,500.00	
SUB TOTALS						2,700.00	
TOTAL REPRODUCTION COSTS & REIMBURSABLES - ITEM D						2,700.00	
TOTAL A/E FEE (A+B+C+D)						26,370.00	

J.C. CHANG & ASSOCIATES, INC.

ENGINEERS ▣ ARCHITECTS ▣ PLANNERS

357 VAN NESS WAY, SUITE 178

TORRANCE, CA 90501

TEL: (310) 212-7644 ▣ FAX: (310) 212-5272

24 October 2005

JCCA No 04034-C

Please reference JCCA No.
on all correspondence.

City of Hermosa Beach
Civic Center, 1315 Valley Drive
Hermosa Beach, CA 90254-3885

ATTENTION: Mr. Richard D. Morgan, P.E.
Director of Public Works/City Engineer
Tel: (310) 318-0211
Fax: (310) 937-5015

SUBJECT: Architectural/Engineering Design Services for
Maintenance Building

Dear Mr. Morgan:

J.C. Chang and Associates, Inc. (JCCA) is pleased to submit this proposal to City of Hermosa Beach for Architectural/Engineering Design Services relating to the above project.

This proposal is valid for 60 days from the above date.

I. SCOPE OF WORK

The scope of work shall be as follows:

A. Architectural / Civil

1. Verify existing site conditions. Field measurements, survey and soil investigation.
2. Review and verify all applicable codes and ADA (Title 24) Requirements.
3. Provide pre-fab steel framed building approximately size of 72 ft. x 50 ft. on new foundation and slab on grade. The building includes Mezzanine level. Exact size to be determined in the master plan.
4. Provide structural calculations for pre-fab building as required.
5. Add five (5) sky lights to existing building.

B. Mechanical

1. Verify existing site conditions.
2. Provide HVAC System in Office Area.
3. Provide Exhaust and Fire Sprinkler System, as required.

C. Electrical

1. Verify existing site conditions
2. Provide Lighting and Power System, as required.
3. Provide Communications System.

D. General

1. Attend Design Review meetings.
2. Submit drawings to City of Hermosa Beach Building Department.
(Plan Check fees to be paid by City of Hermosa Beach.)
3. Revise drawings based on Plan Check corrections.
4. Obtain Plan Check Approval.
5. Construction Support Services including Pre-Construction Meeting,
Check Shop Drawings and RFI/Field Meetings.

The Scope of Work is based on information furnished by Public Works of City of Hermosa Beach and during job walk on 22 September 2005.

II. PROJECT SCHEDULING

The following milestones shall be adhered to during the design process.

ACTIVITY DESCRIPTION

TIME

Completion Date

8 Weeks After Notice-To-Proceed

Work shall commence upon receipt of notice to proceed and shall be completed within the time schedule outlined above.

III. FEE AND REIMBURSEMENTS

Our fee for the above work will be as indicated in Attachment A, Schedule of Fees.

	<u>Base Price</u>
Item A: Meeting, Site Investigation	\$ 3,740
Item B: Engineering and Design	\$27,250
Item C: Construction Support Services	\$ 2,550
Item D: Reimbursables	<u>\$ 5,700</u>
TOTAL:	\$39,240

City of Hermosa Beach
Mr. Richard D. Morgan, P.E.
24 October 2005
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All the following charges shall be reimbursed by City of Hermosa Beach to JCCA:

- A. Blueprint and Reproduction
- B. Computer Plotting charges.

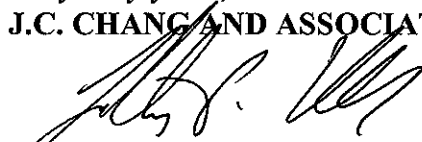
Additional scope of work or field time required in excess of that outlined above shall be in addition to the above fee, and shall be reimbursed by City of Hermosa Beach at the rates indicated in Attached A/E Fee Schedule.

IV. TERMS

Terms of payment will be 30 days net after submittal of monthly invoice.

Thank you for giving us this opportunity to work for you.

Very truly yours,
J.C. CHANG AND ASSOCIATES, INC.



Timothy P. Kelly, P.E.
Vice President

GK/js
attachment

J.C. CHANG AND ASSOCIATES, INC.

357 Van Ness Way, Suite 178
Torrance, California 90501

A/E FEE SCHEDULE		PROJECT NUMBER	EST. CONSTRUCTION COST	DATE			
		04034-C		10/24/05			
		PROJECT TITLE					
		A/E Design Services for					
ITEM A - SURVEYS, SITE INVESTIGATION, ETC.		Maintenance Building					
DESCRIPTION	PROFESSIONAL HOURLY RATE	ESTIMATED MAN-HOURS	AMOUNT	SUB-PRO HOURLY RATE	ESTIMATED MAN-HOURS	AMOUNT	
PROJECT MANAGER	\$ 100.00						
ARCHITECTURAL	\$ 85.00	24	2,040.00	\$ 60.00			
STRUCTURAL	\$ 85.00			\$ 60.00			
CIVIL	\$ 85.00	10	850.00	\$ 60.00			
MECHANICAL	\$ 85.00	5	425.00	\$ 60.00			
ELECTRICAL	\$ 85.00	5	425.00				
SUB TOTALS		44	3,740.00				
TOTAL FIELD INVESTIGATIONS - ITEM A						3,740.00	
ITEM B - ENGINEERING AND DESIGN		NO. OF DRAWINGS	ARCH	STRUCT	CIVIL	MECH	ELECT
DESCRIPTION	PROFESSIONAL HOURLY RATE	ESTIMATED MAN-HOURS	AMOUNT	CAD OPER. HOURLY RATE	ESTIMATED MAN-HOURS	AMOUNT	
PROJECT MANAGER	\$ 100.00						
ARCHITECTURAL	\$ 85.00	80	6,800.00	\$ 60.00	40	2,400.00	
STRUCTURAL	\$ 85.00	30	2,550.00	\$ 60.00	20	1,200.00	
CIVIL	\$ 85.00	40	3,400.00	\$ 60.00	10	600.00	
MECHANICAL	\$ 85.00	40	3,400.00	\$ 60.00	20	1,200.00	
ELECTRICAL	\$ 85.00	40	3,400.00	\$ 60.00	10	600.00	
DESIGNER	\$ 85.00						
SPECS WRITER/COST ESTIMATOR	\$ 85.00	20	1,700.00				
PLAN CHECK/PERMIT	\$ 85.00						
SUB TOTALS		250	21,250.00		100	6,000.00	
TOTAL ENGINEERING AND DESIGN - ITEM B							27,250.00
ITEM C - CONSTRUCTION SUPPORT SERVICES		PROFESSIONAL HOURLY RATE	ESTIMATED MAN-HOURS	AMOUNT	SUB-PRO HOURLY RATE	ESTIMATED MAN-HOURS	AMOUNT
PRE-BID JOB WALK	\$ 85.00						
PRECONSTRUCTION MEETING	\$ 85.00	4	340.00	\$ 60.00			
CHECK SHOP DRAWINGS	\$ 85.00	10	850.00	\$ 60.00			
RFI/FIELD MEETINGS	\$ 85.00	16	1,360.00	\$ 60.00			
PUNCH LIST	\$ 85.00			\$ 60.00			
AS-BUILT	\$ 85.00			\$ 60.00			
SUB TOTALS			30	2,550.00			
TOTAL CONSTRUCTION SUPPORT SERVICES - ITEM C							2,550.00
ITEM D - REPRODUCTION COSTS & REIMBURSABLES		NUMBER OF SHEETS			TOTAL SHEETS	UNIT COST	AMOUNT
DESCRIPTION		35%	90%	100%			
BLUE LINE PRINTS - 1/2 SIZE							200.00
BLUE LINE PRINTS - FULL SIZE							
SHALCO VELLUM							
SPECIFICATION (/PAGE)							
Soils Report							
SUB TOTALS							5500
TOTAL REPRODUCTION COSTS & REIMBURSABLES - ITEM D							5,700.00
TOTAL A/E FEE (A+B+C+D)							39,240.00

J.C. CHANG & ASSOCIATES, INC.
ENGINEERS * ARCHITECTS * PLANNERS
 357 VAN NESS WAY, SUITE 178
 TORRANCE, CA 90501
 TEL: (310) 212-7644 • FAX: (310) 212-5272
 Email: jcca@earthlink.net Website: www.jcchang.com

BILLING RATES AND REIMBURSABLE COSTS - 5/5/05

<u>DESCRIPTION OF SERVICES</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
Principal	MH	\$ 100.00
Project Manager	MH	\$ 95.00
Architect	MH	\$ 85.00
Engineer	MH	\$ 85.00
CAD Operator (See Note 1)	MH	\$ 60.00
Blue Line Reproduction (In House)	Sheet	\$ 1.50
Reports/Specifications	Set	\$ 30.00
CAD Plot	Set	\$ 25.00
Computer Discs (Qty. 10)	Box	\$ 20.00
Other Services (See Note 2)		Cost + 10%
Plan Check or Permit Fees		Cost + 10%
Reproduction Services (Contract)		Cost + 10%

NOTES

1. CAD Operator billing rates include the cost of the computer time.
2. This applies only to subcontracted or other type of work requested by client that is outside the scope of our normal services for A/E projects (e.g. equipment rental), or on services that require no A/E input.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of November, 2005 at Hermosa Beach, County of Los Angeles, State of California, by and between the CITY OF HERMOSA BEACH, through its duly elected, qualified and acting MAYOR, hereinafter called the CITY, and J.C. CHANG & ASSOCIATES, INC., hereinafter called the CONSULTANT.

WITNESSETH: That the CONSULTANT for and in consideration of the covenants, conditions, agreements, and stipulations of the CITY herein expressed, does hereby agree to furnish to the CITY professional services and materials, as follows:

ARTICLE I - Scope of Work

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the plans and specifications or the scope of work attached as Exhibit A and B.

ARTICLE II - Costs

The CITY agrees to pay CONSULTANT for all the work or any part of the work performed under this Agreement at the rates and in the manner established in the attached Fee Schedule, Exhibit C.

Total expenditure made under this contract shall not exceed the sum of \$ 65,560. This fee includes all expenses, consisting of all incidental blueprinting, photography, travel, and miscellaneous costs, estimated to be accrued during the life of the contract. It also includes any escalation or inflation factors anticipated. No increase in fees will be allowed during the life of the contract.

Any increase in contract amount or scope shall be by express written amendment approved by the CITY and CONSULTANT.

The CONSULTANT will be reimbursed for costs incurred in the performance hereof as are allowable under the provisions of Part 1-14 of the Federal Procurement Regulations.

ARTICLE III - Method of Payment

CONSULTANT shall be reimbursed monthly in arrears based upon the hourly services provided. CONSULTANT shall submit invoices in triplicate and addressed to the CITY, c/o the Finance Department, 1315 Valley Drive, Hermosa Beach, CA 90254-3884.

ARTICLE IV - Subcontracting

CONSULTANT shall not be permitted to subcontract any portion of this contract without the express written consent of the CITY.

ARTICLE V - Completion Date

CONSULTANT shall commence work under this agreement upon execution of this agreement and shall complete the work according to the schedule submitted as part of Exhibit "A", however, the CITY's Director of Public Works may extend the completion date as required by the scope of this contract. Any contract time extension shall require the express written consent of the Director of Public Works.

ARTICLE VI - Accounting Records

CONSULTANT must maintain accounting records and other evidence pertaining to costs incurred which records and documents shall be kept available at the CONSULTANT's California office during the contract period and thereafter for three years from the date of final payment of Federal funds hereunder.

ARTICLE VII - Ownership of Data

All data, maps, photographs, and other material collected or prepared under the contract shall become the property of the CITY.

ARTICLE VIII - Termination

This contract may be terminated at any time for breach and the CITY may terminate unilaterally and without cause upon seven (7) days written notice to the CONSULTANT. All work satisfactorily performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement.

ARTICLE IX - Assignability

CONSULTANT shall not assign or transfer interest in this contract without the prior written consent of the CITY.

ARTICLE X - Amendment

It is mutually understood and agreed that no alteration or variation of the terms of this contract, or any subcontract requiring the approval of the CITY, shall be valid unless made in writing, signed by the parties hereto, and approved by all necessary parties.

ARTICLE XI - Non-Solicitation Clause

The CONSULTANT warrants that he or she has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CITY shall have the right to annul this contract without liability, or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XII - Equal Opportunity Assurance

During the performance of this contract, the CONSULTANT agrees as follows:

A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, sex, creed, color or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, sex, creed, color or national origin.

C. The CONSULTANT will permit access to their books, records and accounts by the applicant agency, the State, the Federal Highway Administration and/or the National Highway Traffic Safety Administration for purposes of investigation to ascertain compliance with this nondiscrimination clause.

D. In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated or suspended in whole or in part.

ARTICLE XIII - Clean Air Act

During the performance of this Contract, the CONSULTANT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.

ARTICLE XIV - Indemnity

CONSULTANT agrees to indemnify the CITY, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the negligent acts or intentional tortious acts, errors or omissions of CONSULTANT, its agents, employees, subcontractors, or invitees, provided for herein. CONSULTANT will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection herewith. CONSULTANT will promptly pay any judgment rendered against CITY, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities. In the event CITY, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against CONSULTANT for such damages or other claims arising out of or in connection with the sole negligence of CONSULTANT hereunder, CONSULTANT agrees to pay CITY, its officers, agents, or employees, any and all costs and expenses incurred by CITY, its officers, agents or employees in such action or proceeding, including but not limited to reasonable attorney's fees.

ARTICLE XV - Insurance

A. Without limiting CONSULTANT'S obligations arising under ARTICLE XIV - Indemnity , CONSULTANT shall not begin work under this Agreement until it obtains policies of insurance required under this section. The insurance shall cover CONSULTANT, its agents, representatives and employees in connection with the performance of work under this Agreement, and shall be maintained throughout the term of this Agreement. Insurance coverage shall be as follows:

i. Automobile Liability Insurance with minimum coverages of \$500,000 for property damage, \$500,000 for injury to one person/single occurrence, and \$500,000 for injury to more than one person/single occurrence.

ii. Public Liability and Property Damage Insurance, insuring CITY its elected and appointed officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from CONSULTANT'S actions under this Agreement, whether or not done by CONSULTANT or anyone directly or indirectly employed by CONSULTANT. Such insurance shall have a combined single limit of not less than \$1,000,000.

iii. Worker's Compensation Insurance for all CONSULTANT'S employees to the extent required by the State of California.

B. Deductibility Limits for policies referred to in subparagraphs A (i) (ii) and (iii) shall not exceed \$5,000 per occurrence.

C. Additional Insured. City, its elected and appointed officers, agents, and employees shall be named as additional insureds on policies referred to in subparagraphs A (i) and (ii).

D. Primary Insurance. The insurance required in paragraphs A (i) (ii) and (iv) shall be primary and not excess coverage.

E. Evidence of Insurance. Consultant shall furnish CITY, prior to the execution of this Agreement, satisfactory evidence of the insurance required, issued by an insurer authorized to do business in California, and an endorsement to each such policy of insurance evidencing that each carrier is required to give CITY at least 30 days prior written notice of the cancellation of any policy during the effective period of the Agreement. All required insurance policies are subject to approval of the City Attorney. Failure on the part of CONSULTANT to procure or maintain said insurance in full force and effect shall constitute a material breach of this Agreement or procure or renew such insurance, and pay any premiums therefor at CONSULTANT'S expense.

ARTICLE XVI - Enforcement of Agreement

In the event that legal action is commenced to enforce or declare the rights created under this Agreement, the prevailing party shall be entitled to an award of costs and reasonable attorney's fees in the amount to be determined by the court.

ARTICLE XVII - Conflicts of Interest

No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

ARTICLE XVIII - Independent CONSULTANT

The CONSULTANT is and shall at all times remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as herein set forth. The CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

ARTICLE XIX - Entire Agreement of the Parties

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of CONSULTANT by CITY and contains all the covenants and agreements between the parties with respect such employment in any manner whatsoever. Each party to this Agreement

acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement or amendment hereto shall be effective unless executed in writing and signed by both CITY and CONSULTANT.

ARTICLE XX - Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, and all applicable federal statutes and regulations as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF HERMOSA BEACH

CONSULTANT

MAYOR:

Mayor, City of Hermosa Beach

ATTEST:

Elaine Doerfling, City Clerk

APPROVED AS TO FORM:

City Attorney