

**AMENDED
REQUEST FOR PROPOSAL
(RFP)**

**PREPARATION OF A FEASIBILITY STUDY,
PRELIMINARY SITE DESIGN AND ENVIRONMENTAL PREPARATION
FOR
A COMMUNITY AQUATIC CENTER**

RFPs ARE DUE BY

3:00 P.M., June 23, 2014

In the Community Development Department

City of Seal Beach



211 Eighth Street,
Seal Beach, CA 90740

**ATTN: Jim Basham, Director of Community Development
/Community Services**

Date Issued: May 19, 2014

TABLE OF CONTENTS

SECTION I. BACKGROUND

SECTION II. PROJECT DESCRIPTION

SECTION III. SCOPE OF WORK AND COST

SECTION IV. SCHEDULE

SECTION V. SUBMISSION REQUIREMENTS

SECTION VI. FIRM SELECTION

SECTION VII. SUBMISSION DEADLINE

SECTION VII. REQUEST FOR ADDITIONAL INFORMATION

APPENDICIES Sample Contract Agreement

SECTION I. BACKGROUND

The City of Seal Beach is a Charter City located in Orange County, California. Seal Beach sits on the coast as the gateway to Orange County between the cities of Long Beach and Huntington Beach and has a population of 24,098. Seal Beach is the home of Leisure World, a gated senior citizen community of almost 9,000 residents the 5,256-acre Seal Beach Naval Weapons Station, and the 920-acre Seal Beach National Wildlife Refuge which comprises 2/3 of the land within the 13.23 square-mile City. The City of Seal Beach is currently built out and offers limited opportunity for future development. For more information, visit the web site at www.sealbeachca.gov.

Seal Beach has retained its quaint, small-town atmosphere and provides high quality parks, facilities and recreation programs for the community. The Community Services Department takes a proactive approach in providing recreational and leisure programming for the Seal Beach population, which directly impacts the overall physical and mental well-being of the community.

The City of Seal Beach currently offers a well-rounded aquatics program consisting of adult lap swimming, youth lap swimming, learn to swim programs, recreation swim programs, water aerobics, swim team practices, water polo practices and community swim meets. The City's objective is to develop a new aquatics facility that will provide the same programming while allowing for growth in other future programs that have not been identified yet. The City also requires that all designs meet current standards for aquatics facilities including, but not limited to, public health codes and ~~disabled~~ ADA access requirements.

As the City of Seal Beach is built out and the City does not currently have property identified for this project, it is necessary for the selected firm to identify a location that is both feasible and desirable. The location selected should be centrally located and accessible to all residents from all areas of town. The City is also seeking a firm that can help lead the potential discussion for land acquisition. **The City would like to see an extensive public outreach process as a major component in the selection of a site.**

SECTION II. PROJECT DESCRIPTION

The City of Seal Beach is seeking proposals from qualified consultants to prepare a feasibility study and preliminary site design for a proposed aquatic center. The City is looking for creative methods and tools to successfully accomplish a comprehensive community wide outreach program to obtain participation from residents in establishing the ranking of multiple sites and determining if a 30 or 50 meter sized pool is most desirable.

The feasibility analysis and site design plans should include sufficient details and costs for acquisition and construction to ensure that the aquatic center meets City standards and can be used to implement the project.

SECTION III. SCOPE OF WORK AND FEE

The scope of work shall include, but is not limited to the below tasks. Responses should focus on the community's unique geographical boundaries and tools and methods available to pull together the residents of multiple Planning Districts to participate in the land use and site selection process. The Consultant should provide a detailed description in the proposal of how they plan to accomplish each task:

Task 1 – Public Participation Process and Analysis

The consultant will be required to organize and conduct a thorough outreach program with the community. This outreach process should include residents, general public and any stakeholders in the selection and ranking of each site. A detailed outline of how the consultant plans to achieve this process should be included in the proposal. The final report should also include a detailed description of how the public outreach was conducted along with analysis of the findings.

Task 2 – Site Selection Recommendation

To provide the City with a professional recommendation for the most practical site to locate a community aquatics center within the City based upon location, costs and design. The Consultant must demonstrate a clear approach to the ranking system of the most desirable site and consider public participation and comments. ***The consulting team will be responsible for working with City staff on investigating and negotiating the acquisition of the site that is being recommended.***

Task 3 – Site Information and Analysis

The Consultant will be expected to provide a detailed analysis of the site being recommended. This analysis should include but not be limited to the following features; acreage, surrounding land uses, soil types, environmental issues, historic uses, floodplains, drainage and zoning. This analysis should also include traditional and non-traditional opportunities for connectivity from all areas of the City.

Task 4 – Activity and Aquatic Center Analysis

The consultant should be able to identify the community's programming and aquatic center needs for the site. This analysis should reflect the frequency at which activities will be performed. The activity analysis should be well rounded to account for a variety of users of different ages.

Task 5 – Aquatic Center Recommendation

The Consultant should be able to recommend to the City the most feasible site based upon desire, location, costs, facility needs and design. The aquatic center recommendation should account for the program needs of the community along with necessary support facilities.

Task 6 – Conceptual Plans and Cost Analysis

The Consultant should account for preparation of conceptual plans for an aquatic center that incorporates the needs of the entire community. The conceptual design should account for building support and features including but not limited to locker rooms, showers, pump rooms, staff offices, meeting rooms, bleachers, deck equipment, bike racks and team rooms. The conceptual drawing should also include site design, parking lots, and account for pickup and drop off traffic. The feasibility analysis should include construction costs to complete the project.

Task 7 - Environmental Preparation

The Consultant shall also include a section regarding the environmental preparation necessary for the most feasible site. Along with the budget estimate to prepare the land use and feasibility study for the future Aquatic center, the Consultant should also include cost to complete the environmental review process in accordance with the California Environmental Quality Act (CEQA) as part of the overall assessment.

TASK 8 - Cost Proposal

The Consultant's cost proposal shall include the following at a minimum:

1. A cost analysis for the entire scope of work including the preparation of all environmental work.
2. A man-hour analysis table that lists the job classifications, compensation level, proposed hours of personnel assigned to the various project tasks, estimated costs of materials, mileage, and incidental services, total fees for labor and indirect costs, and total sub -consultant fees.
3. Meetings with City Boards, Commissions, City Council and with the community.

SECTION V. SUBMISSION REQUIREMENTS

Please note that this Request for Proposals cannot identify each specific, individual task required to successfully and completely implement this project. The City of Seal Beach relies on the firm to be knowledgeable of the general areas identified in the project description to include in its proposal all required tasks and subtasks, personnel commitments, man hours, direct and indirect costs, etc.

The City has established requirements for the proposal submission. Proposals shall be submitted in a reusable three ring binder. All pages shall be duplex copied. Submittals shall not contain plastic bindings, plastic pages, or laminated pages and shall be limited to 50 pages.

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the consultant's lack of cost consciousness. Elaborate art work, expensive paper, and expensive visual and other presentations are neither necessary nor desired.

Five (5) copies of the proposal must be submitted containing the following elements:

1. Cover Letter.
2. Previous project history including the firm's specific role in the project. Include key personnel that worked on each project listed for the firm. A firm must include in its Proposal a complete disclosure of any alleged significant prior or on-going contract failures, any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last five (5) years. If there is no negative history to disclose the firm must affirmatively state in its Proposal there is no negative history to report.
3. A brief narrative which indicates the management structure of the firm, tenure of management, and ownership of the firm.
4. The resumes of the professional personnel who will be working on this project and their specific responsibilities. The firm's project manager, who will be responsible for planning, coordinating, and conducting the majority of the work, must be identified and committed to the project. The City must approve changes to key personnel committed to work on the project subsequent to award of contract.
5. A narrative that briefly describes the proposed approach using general descriptions for the activities and how this approach will ensure timely completion of the project with minimal interruptions to the daily operations at the intersection. Also, supply a work flow diagram.

6. A client reference list from previous projects of similar scope and magnitude. List should include key personnel contacts and their position with the agency.
7. Total cost for preparation of the environmental analysis and land use, feasibility study and preliminary site design and firm's hourly fee rates (under separate cover).
8. A disclosure of all personal, professional or financial relationships with any officer or employee of the City.

Failure to comply with the terms of this provision may disqualify any proposal. The City reserves the right to reject any proposal based upon the firm's prior documented history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

SECTION VI. FIRM SELECTION

Selection of the Consultant will be made in accordance with the provision of Chapter 10 of the California Government Code, Sections 4526 and 4529.5 stating that the selection of professional services is made on the basis of competence and qualifications. Please provide the fee schedule in a separate sealed envelope. The fee will be opened and evaluated after selection of the consultant is complete.

Each RFP will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP will be cause for rejection of the proposal. The City may reject any proposal if it is conditional, incomplete or contains irregularities. The City may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the consultant from compliance with the contract requirements if the consultant is awarded a contract. The City will evaluate all proposals and may elect to setup interviews to help identify the most qualified firm.

The proposals will be evaluated on the following factors, but may not be limited to just these factors:

Past Performance Record

Experience in work of similar complexity and scale. Efficiency and timeliness in completion of projects. Experience in projects completed for public entities.

Staffing Capabilities / Technical Competence

Familiarity with applicable codes and regulations. Training and proven expertise in the area of work required.

Approach to Work

Methodology to be implemented to address and coordinate the various elements within the project.

Quality control

Demonstrated ability to provide innovative and reliable solutions using state of the art technologies resulting in projects with a long and minimal maintenance lifespan.

Ease of Use

Final report shall contain enough technical detail to satisfy the Engineering Division but also contain summaries and figures that will easily communicate its message to elected officials.

The successful firm to whom work is awarded shall, within ten (10) days after being notified, enter into a contract with the City for the work in accordance with the specifications and shall furnish all required documents necessary to enter into said contract. Failure of the successful bidder to execute the contract within said ten (10) days shall be just cause for the City to contract with the next responsible consultant.

SECTION VII. SUBMISSION DEADLINE

In order to be considered, the Consultant must submit five (5) responses to the RFP to the following office:

Attention: Jim Basham
Director of Community Development/Community Services
City of Seal Beach
211 Eighth Street
Seal Beach, CA 90740

The proposal must be received at the above office no later than 3:00 PM on Monday, June 23, 2014.

There is no expressed or implied obligation for the City to reimburse firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.). Any language purporting to render the entire proposal confidential or propriety will be ineffective and will be disregarded.

The City reserves the right to retain all proposals submitted, and to use any idea in a proposal regardless of whether the proposal was selected. Submission of a proposal

indicates acceptance by the firm of the conditions contained in the RFP.

All property rights, including publication rights of all reports produced by the selected firm in connection with services performed under this agreement shall be vested in the City.

SECTION X. REQUEST FOR ADDITIONAL INFORMATION

For answers to questions or particulars regarding this Request for Proposal, all interested parties are to contact:

Jim Basham
Director of Community Development/Community Services
211 8th Street
Seal Beach, CA 90740
Email: jbasham@sealbeachca.gov
Phone: (562) 431-2527 ext. 1313

The City Hall hours are Monday through Friday, 8:00 AM to 5:00 PM. All questions must be submitted to the contact above no later than 3:00 PM on Monday, June 23, 2014.

Appendix A

Sample Contract Agreement

PROFESSIONAL SERVICES AGREEMENT

Between



City of Seal Beach
211 - 8th Street
Seal Beach, CA 90740

&

[Consultant's Name]
[Consultant's Address]
[Consultant's Phone Number]

This Professional Service Agreement ("the Agreement") is made as of _____, 2014 (the "Effective Date"), by and between _____ ("Consultant"), a _____, and the City of Seal Beach ("City"), a California charter city, (collectively, "the Parties").

RECITALS

- A. City desires certain professional services.
- B. Consultant represents that it is qualified and able to provide City with such services.

NOW THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows.

AGREEMENT

1.0 Scope of Services

1.1. Consultant shall provide those services ("Services") set forth in the attached Exhibit A, which is hereby incorporated by this reference. To the extent that there is any conflict between Exhibit A and this Agreement, this Agreement shall control.

1.2. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

1.3. In performing this Agreement, Consultant shall comply with all applicable provisions of federal, state, and local law.

1.4. Consultant will not be compensated for any work performed not specified in the Scope of Services unless the City authorizes such work in advance and in writing. The City Manger may authorize extra work to fund unforeseen conditions up to the amount approved at the time of award by the City Council. Payment for additional work in excess of this amount requires prior City Council authorization.

2.0 Term

This term of this Agreement shall commence as of the Effective Date and shall continue for a term of ___ years unless previously terminated as provided by this Agreement.

3.0 Consultant's Compensation

City will pay Consultant in accordance with the hourly rates shown on the fee schedule set forth in Exhibit __ for Services but in no event will the City pay more than \$_____. Any additional work authorized by the City pursuant to

Section 1.4 will be compensated in accordance with the fee schedule set forth in Exhibit ___.

4.0 Method of Payment

4.1. Consultant shall submit to City monthly invoices for all services rendered pursuant to this Agreement. Such invoices shall be submitted within 15 days of the end of the month during which the services were rendered and shall describe in detail the services rendered during the period, the days worked, number of hours worked, the hourly rates charged, and the services performed for each day in the period. City will pay Consultant within 30 days of receiving Consultant's invoice. City will not withhold any applicable federal or state payroll and other required taxes, or other authorized deductions from payments made to Consultant.

4.2. Upon 24-hour notice from City, Consultant shall allow City or City's agents or representatives to inspect at Consultant's offices during reasonable business hours all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement. City's rights under this Section 4.2 shall survive for two years following the termination of this Agreement.

5.0 Termination

5.1. This Agreement may be terminated by City, without cause, or by Consultant based on reasonable cause, upon giving the other party written notice thereof not less than 30 days prior to the date of termination.

5.2. This Agreement may be terminated by City upon 10 days' notice to Consultant if Consultant fails to provide satisfactory evidence of renewal or replacement of comprehensive general liability insurance as required by this Agreement at least 20 days before the expiration date of the previous policy.

6.0 Party Representatives

6.1. The City Manager is the City's representative for purposes of this Agreement.

6.2. _____ is the Consultant's primary representative for purposes of this Agreement.

7.0 Notices

7.1. All notices permitted or required under this Agreement shall be deemed made when personally delivered or when mailed 48 hours after deposit

in the United States Mail, first class postage prepaid and addressed to the party at the following addresses:

To City: City of Seal Beach
211-8th Street
Seal Beach, California 90740
Attn: City Manager

To Consultant: _____

Attn: _____

7.2. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

8.0 Independent Contractor

8.1. Consultant is an independent contractor and not an employee of the City. All services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the services. Any additional personnel performing services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

8.2. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

9.0 Subcontractors

No portion of this Agreement shall be subcontracted without the prior written approval of the City. Consultant is fully responsible to City for the performance of any and all subcontractors.

10.0 Assignment

Consultant shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of City. Any purported assignment without such consent shall be void and without effect.

11.0 Insurance

11.1. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that Consultant has secured all insurance required under this Section. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements shall be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

11.2. Consultant shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and, if required by the City, (3) Professional Liability. Consultant shall maintain limits no less than: (1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage and if Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; and (3) Professional Liability: \$1,000,000 per claim/aggregate.

11.3. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to state: (1) coverage shall not be suspended, voided, reduced or canceled except after 30 days prior written notice by certified mail, return receipt requested, has been given to the City; (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect

coverage provided to the City, its directors, officials, officers, (3) coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage and that any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it; (4) for general liability insurance, that the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (5) for automobile liability, that the City, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible.

11.4. All insurance required by this Section shall contain standard separation of insureds provisions and shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

11.5. Any deductibles or self-insured retentions shall be declared to and approved by the City. Consultant guarantees that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

12.0 Indemnification, Hold Harmless, and Duty to Defend

Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, volunteers and agents serving as independent contractors in the role of city officials (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts or omissions of Consultant, its employees, or its agents in connection with the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses, except for such loss or damage arising from the sole negligence or willful misconduct of the City. With respect to any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against Indemnitees, Consultant shall defend Indemnitees, at Consultant's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Consultant shall reimburse City and its directors, officials, officers,

employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its directors, officials, officers, employees, agents or volunteers. All duties of Consultant under this Section shall survive termination of this Agreement.

13.0 Equal Opportunity

Consultant affirmatively represents that it is an equal opportunity employer. Consultant shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, sexual orientation, or age. Such non-discrimination includes, but is not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

14.0 Labor Certification

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code that require every employer to be insured against liability for Workers' 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.

15.0 Entire Agreement

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both parties.

16.0 Severability

The invalidity in whole or in part of any provisions of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

17.0 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

18.0 No Third Party Rights

No third party shall be deemed to have any rights hereunder against either party as a result of this Agreement.

19.0 Waiver

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

20.0 Prohibited Interests; Conflict of Interest

20.1. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the Services, or which would conflict in any manner with the performance of the Services. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest, which would conflict in any manner with the performance of the Services. Consultant shall not accept any employment or representation during the term of this Agreement which is or may likely make Consultant "financially interested" (as provided in California Government Code §§1090 and 87100) in any decision made by City on any matter in connection with which Consultant has been retained.

20.2. Consultant further warrants and maintains that it has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement. Nor has Consultant paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, gift, percentage, or any other consideration contingent upon the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, at its sole and absolute discretion, to terminate this Agreement without further liability, or to deduct from any sums payable to Consultant hereunder the full amount or value of any such fee, commission, percentage or gift.

20.3. Consultant warrants and maintains that it has no knowledge that any officer or employee of City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Consultant, and that if any such interest comes to the knowledge of Consultant at any time during the term of this Agreement, Consultant shall immediately make a complete, written disclosure of such interest to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws as described in this subsection.

21.0 Attorneys' Fees

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement,

the prevailing party in such litigation shall be entitled to have and recover from the losing party all of its attorneys' fees and other costs incurred in connection therewith.

22.0 Exhibits

All exhibits referenced in this Agreement are hereby incorporated into the Agreement as if set forth in full herein. In the event of any material discrepancy between the terms of any exhibit so incorporated and the terms of this Agreement, the terms of this Agreement shall control.

23.0 Corporate Authority

The person executing this Agreement on behalf of Consultant warrants that he or she is duly authorized to execute this Agreement on behalf of said Party and that by his or her execution, the Consultant is formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, through their respective authorized representatives have executed this Agreement as of the date and year first above written.

CITY OF SEAL BEACH

CONSULTANT

By: _____
Jill R. Ingram, City Manager

By: _____
Name: _____

Attest:

Its: _____

By: _____
Linda Devine, City Clerk

By: _____
Name: _____

Approved as to Form:

Its: _____

By: _____
Quinn Barrow, City Attorney

