AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND CHEN RYAN ASSOCIATES, INC. DBA CR ASSOCIATES

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Chen Ryan Associates, Inc., a California corporation dba CR Associates ("Consultant" or "Contractor").

The parties hereby agree as follows:

- Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
- 2. <u>Term and Time of Completion</u>. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- 3. <u>Compensation</u>. City agrees to pay Consultant for work performed in accordance with Exhibit "C".
- 4. <u>Insurance</u>. Consultant shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
- 5. <u>California Labor Law Requirements</u>. Consultant agrees to comply with all applicable California Labor Law Requirements as forth in Exhibit "E".

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GENERAL PROVISIONS

- 1. <u>Independent Contractor</u>. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
- 2. <u>Brokers</u>. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

- 3. <u>City Property.</u> All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials, shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
- 4. <u>Inspection</u>. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
- 5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
- 6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.

7. <u>Changes and Extra Work</u>. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Consultant is of the opinion that any work which Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Consultant shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Consultant on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Consultant and the City.

- 8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
- 9. <u>Professional Ability</u>. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
- 10. <u>Business License</u>. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.

- 11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant: and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
- 12. <u>Termination in the Event of Default</u>. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.
- 13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
- 14. <u>Indemnity Design Professional Services</u>. In connection with its design professional services and to the maximum extent permitted by law, Consultant shall hold harmless and indemnify City, and its officials, officers, employees, agents, and designated volunteers (collectively, "Indemnitees"), with respect to any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs

of defense, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault.

- a. Other Indemnities. In connection with any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) arising out of or related to the performance of this Agreement, excluding Consultant's design professional services, and to the maximum extent permitted by law, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
- b. <u>Nonwaiver of Rights</u>. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
- c. <u>Waiver of Right of Subrogation</u>. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
- 15. <u>Insurance</u>. Consultant shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
- 16. <u>Non-Liability of Officials and Employees of the City</u>. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
- 17. <u>Compliance with Laws</u>. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of

any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws.

- a. Acknowledgement. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twentyfive dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 11/2 times the basic rate of pay. For every subcontractor who will perform work on the project. Consultant shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Consultant shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Consultant shall diligently take corrective action to halt or rectify the failure.
- b. <u>Prevailing Wages</u>. In the event this project is a public work to which prevailing wages apply, Consultant shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference.
- 18. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

19. <u>Limitations upon Subcontracting and Assignment</u>. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

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

- 20. <u>Subcontractors</u>. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
- 21. <u>Integration</u>. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
- 22. <u>Amendment</u>. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
- 23. <u>Conflicting Provisions</u>. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.

- 24. <u>Non-Exclusivity</u>. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
- 25. <u>Exhibits</u>. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
- 26. <u>Time of Essence</u>. Time is of the essence of this Agreement.
- 27. <u>Confidentiality</u>. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
- 28. <u>Third Parties</u>. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
- 29. <u>Governing Law and Venue</u>. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
- 30. <u>Attorneys' Fees</u>. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
- 31. <u>Claims</u>. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq*. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
- 32. <u>Interpretation</u>. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
- 33. <u>Warranty</u>. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material

defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.

- 34. <u>Severance</u>. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
- 35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
- 36. <u>Waiver</u>. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 16^{th} day of July, 2024.

CITY OF REDONDO BEACH, a chartered municipal corporation	CHEN RYAN ASSOCIATES, INC., a California corporation dba CR Associates							
James A. Light, Mayor	By: Aryo Rad By: Aryo Rad Aryo Rad Title: Principal							
ATTEST:	APPROVED:							
Eleanor Manzano, City Clerk	Diane Strickfaden, Risk Manager							
APPROVED AS TO FORM:								
Michael W. Webb, City Attorney								

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

I. CONSULTANT'S DUTIES

Consultant has been retained to perform engineering design services for the North Redondo Beach Bikeway Extension (Inglewood to Grant) and Inglewood/Grant Mobility Hub/Native Planter, (collectively the "Project"). The City will be the lead agency. Consultant's scope of work is as set forth below.

A. <u>Task 1 – Project Management, Coordination and Meetings</u>. Consultant shall:

- 1. Provide project management for the Project's duration, including attending kickoff and PDT meetings.
- 2. Coordinate with subconsultants and stakeholders.
- 3. Prepare meeting agendas and minutes, and monthly progress reports.
- 4. Develop a Gantt Chart format Target Schedule showing primary tasks and review and processing periods.
 - a. Update the schedule showing the actual progress compared to the target and submit to the City on a monthly basis.
 - b. Attend a field visit with City staff at each submittal, for up to three meetings.

B. <u>Task 2 – Record Research and Utility Coordination</u>. Consultant shall:

- 1. Obtain available record drawings and data such as GIS mapping, as-built plans, right-of-way data, future improvement plans adjacent to or affecting the project site and utility atlases.
- 2. Prepare a utility agency tracking list and contact list for substructure and utility owner-operators.
- 3. Coordinate with utility agencies for the point of connection for the landscape irrigation system.
 - a. Assist the City with utility notification letters, including Utility Information Request, Prepare to Relocate Notice/Final Utility Notice Form, and Notice to Relocate.
 - b. Note: Utility agency fees are excluded from this task.

C. Task 3 – Survey. Consultant shall:

- 1. Conduct a topographic field survey at a scale of 1" = 20' for the Project limits.
- 2. Include survey record collection, establishment of horizontal and vertical controls, and right-of-way.
- Ensure field survey shots will consist of back of walk, top of curb, flow line, edge of pavement, crown lines and grade breaks at approximately 50-foot intervals.
- 4. Survey existing features such as utility covers, pavement limits, private property improvements, curb ramps, driveways, curb and gutters, sidewalks,

street lights and poles, fire hydrants, utility cabinets and traffic signs and striping where readily accessible and needed for the proposed design.

- a. Add these features to the base maps.
- b. Ensure existing right-of-way will be shown per readily available records.
- 5. Ensure the surveying is performed by a California Licensed Land Surveyor.

D. <u>Task 4 – Geotechnical Investigation</u>. Consultant shall:

- 1. Conduct a geotechnical field review as follows:
 - a. Percolation rate test at two locations to the depth of 8 feet
 - b. Obtain bulk, soil samples at selected depths
- 2. Compile data and geotechnical analysis of the field and laboratory tests to evaluate and provide recommendations pertaining to the following:
 - a. Grain Size Distribution and Atterberg Limits/Plasticity Index
 - b. Moisture content
 - c. In-Situ Moisture
 - d. Expansion index testing
 - e. Resistance value (R-value)
- 3. Provide analytic testing encompassing the following:
 - a. Analyze four soil samples for chemical properties including essential and non-essential potentially toxic elements.
 - b. Analyze physical soil properties including sand, silt and clay.
 - c. Determine the percolation rate characteristics of the soils.
 - d. Determine the organic matter content based on organic carbon and total nitrogen.
- 4. Perform the following engineering analyses for the proposed project:
 - Evaluate general subsurface conditions and description of types, distribution, and engineering characteristics of subsurface materials at the site.
 - b. Evaluate site geology.
 - c. Evaluate current and historical groundwater conditions at the site and potential impact on design and construction.
 - d. Evaluate the feasibility of using on-site soils for foundation and fill support.
 - e. Develop general recommendations for earthwork, including site preparation and excavation, requirements for placement of compacted fill, and site drainage.
 - f. Provide foundation recommendations for minor, non-occupancy structures, including allowable bearing capacities and settlement estimates.
 - g. Provide recommendations for utility trenches.
 - h. Provide recommendations for pavement design.
- 5. Prepare a report presenting the results of field exploration, geotechnical laboratory testing, engineering analyses, as well as conclusions and recommendations relative to the project.

- 6. Base traffic control for pavement borings and percolation tests on Work Area Traffic Control Handbook (WATCH) manual.
- 7. Note: Preparation of traffic control plans; hot-mix asphalt patching and Full-Depth Reclamation Recommendations are not included

E. <u>Task 5 – Preliminary Design</u>. Consultant shall:

- 1. Review design alternatives with the City and confirm opportunities, constraints, and resulting recommendations.
- 2. Identify and evaluate feasibility of proposed improvements based on budget, project site, and right-of-way constraints.
- 3. Consider bike lane separation, pavement rehabilitation, options, traffic improvements, pedestrian crossings enhancements, park improvements, irrigation systems, and median improvements in the development of the concept alternatives.
- 4. Provide an Opinion of Probable Construction Costs (Estimate).

F. <u>Task 6 – Environmental Documentation</u>. Consultant shall:

- 1. Prepare a Categorical Exemption for CEQA for the proposed park at southeast corner of Grant Ave. and Inglewood Ave.
- 2. Assume all City comments, including any City attorney comments, will be provided concurrently.
- 3. Prepare responses to written comments and submit draft responses to the City for review and approval.

G. Task 7 – Hydraulic/Hydrology Analysis. Consultant shall:

- 1. Prepare a drainage report addressing hydrology and hydraulics per Los Angeles County Hydrology Manual and City requirements.
- 2. Provide design recommendations for new catch basins and connections to the storm drain main line.
- 3. Ensure the drainage analysis maintains existing drainage patterns and flows.
- 4. Perform calculations comparing the pre- and post-project conditions at the site
- 5. Ensure the evaluation and recommendations are limited to the impacted portion of the storm drain within the project site.
- 6. Note: Evaluation of the downstream or upstream existing storm drain system is not anticipated as part of this task.

H. <u>Task 8 – Water Quality/Low Impact Development (LID)</u>. Consultant shall:

 Develop stormwater BMPs such as bioswales or other appropriate LID BMPs to comply with National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit requirements for stormwater and non-stormwater discharges from the MS4 of Los Angeles County.

- 2. Prepare calculations to determine the Storm Water Quality Design volume (SWQDv) and design the BMPs in accordance with the Los Angeles County Low Impact Development Standards Manual, City of Redondo Beach Ordinances and the USEPA Green Street standards.
- 3. Use Bioretention with underdrains for areas with low permeability, at its discretion.
- 4. Prepare a technical memorandum with BMP design calculations.

I. Task 9 – Street Improvement and Park Improvement Plans. Consultant shall:

- Develop roadway and bike lane plans for the construction of roadway improvements, including medians, bike lanes, sidewalks, curb and gutter, and ADA improvements.
- 2. Ensure the plans will show typical sections, profiles, details and horizontal and vertical design information.
- 3. Prepare improvement plans for the park area, including grading, horizontal control, and surface improvements.
- 4. Prepare roadway and park plans at a scale of 1" = 20' horizontal and 1"=2' vertical.

J. Task 10 – Storm Drain Plans. Consultant shall:

- 1. Prepare storm drain improvement plans showing proposed drainage features, including catch basins, and lateral connections to the existing main lines. Include curb drains, water quality features, and connections to the proposed BMPs in the drain improvement plans.
- 2. Prepare storm drain plans at a scale of 1" = 20' horizontal and 1" = 2' vertical for profiles.

K. Task 11 – Signing and Striping Plans. Consultant shall:

- 1. Prepare striping and signing plans at a scale of 1" = 20' for the proposed improvements, incorporating lane line reconfigurations and bikeway striping.
- 2. Ensure these plans will comply with the City's standards, Caltrans, and the California MUTCD.

L. Task 12 – Landscape and Irrigation Plans. Consultant shall:

- 1. Prepare landscape and irrigation plans for the proposed improvements, including modifications to the existing center median north of the Grant Ave intersection and an Interpretive/Educational Park with an integrated bike hub/repair station.
- 2. Prepare landscape and irrigation plans for the proposed improvements, including decorative pavement, planter walls along cemetery, planting, and park furniture and amenities.
- 3. Prepare the plans in accordance with the City's Standards and General Plan, the City's Landscape Ordinances, and California's Water Efficient Landscape Ordinance.

- 4. Provide structural analysis for the design of the city monuments and planter walls.
- 5. Include the following components in the landscape and irrigation plans:
 - a. Preliminary plant palette
 - b. Preliminary design including color rendered to illustrate proposed elements and Rough Order of Magnitude Cost
 - c. Construction plans and details
 - d. Construction Materials and Finish Schedule
- 6. Present the City with market-available options for park furniture and amenities for selection.

M. Task 13 – Potholing. Consultant shall:

- 1. Provide vacuum excavation potholes to identify underground utilities where conflicts may exist.
- 2. Provide additional potholing upon City's request.
- 3. Base traffic control for potholing on WATCH manual.
- 4. Note: Preparation of traffic control plans is excluded for this task.

N. <u>Task 14 – Opinion of Probable Construction Cost</u>. Consultant shall:

- 1. Prepare an Opinion of Probable Construction Cost (Estimate) based on quantities.
- 2. Derive unit prices from readily available current bid information based on similar projects within the area.
- 3. Generate backup for lump sum items.

O. <u>Task 15 – Specifications</u>. Consultant shall:

- 1. Prepare technical specifications based on the boilerplate supplied by the City.
- 2. Show references for the technical provisions to the City's Standards and Standard Specifications for Public Works Construction (Greenbook), Caltrans, or other appropriate specifications.

P. Task 16 – Bid Support. Consultant shall:

- 1. Provide services during the bid phase by attending pre-bid meeting, and responding in writing to requests for information (RFI)/clarifications.
- 2. Assist the City in the issuance of addenda to the bid package.
- 3. Review up to three bid cost schedules to confirm compliance with the bid documents.
- 4. Note: Changes in the overall design concept are not accounted for in this task.

Q. Task 17 – Construction Support. Consultant shall:

 Assist the City during the construction phase by responding to the Contractor's RFIs, preparing addenda, reviewing submittal and change orders, and providing clarifications. 2. Prepare record drawings by updating the approved design drawings based on one set of redline markups provided by the City staff.

II. CITY'S DUTIES

- A. Task 4 Geotechnical Investigation. City will:
 - 1. Issue a no-fee permit for geotechnical fieldwork.
 - 2. Provide a 20-year design traffic index (TI) for subject streets.
 - 3. Provide traffic control for pavement borings and percolations tests based on the Work Area Traffic Control Handbook ("WATCH") manual.
- B. <u>Task 6 Environmental Documentation</u>. City will pay all filing fees related for the documentation under this task.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. The term of the Agreement shall commence on July 17, 2024 and continue until June 30, 2027, unless otherwise terminated as herein provided. Consultant shall complete all duties in accordance with the City's designated schedule, which may be modified by the City in its sole discretion.

EXHIBIT "C"

COMPENSATION

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

- I. **AMOUNT.** Consultant shall be paid in accordance with the fee schedule, attached hereto as Attachment "C-1". In no event shall Consultant's total compensation, including any reimbursable expenses exceed \$285,710.
- II. METHOD OF PAYMENT. Consultant shall provide monthly invoices to City for approval and payment. Invoices shall describe services performed, dates of service, hourly rate, hours worked, title of staff person, task number, fee for task, and total amount. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.
- III. **SCHEDULE FOR PAYMENT.** Invoices shall be monthly in arrears based upon the time spent during the previous month for which an invoice shall be submitted. The City of Redondo Beach agrees to pay Consultant within thirty (30) days of receipt of monthly invoices; provided, however, that payments by the City of Redondo Beach shall not exceed the total amount previously described.
- IV. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid, email, and addressed to or personally served on the following parties.

Consultant: CR Associates

714 W Olympic Boulevard, Suite 609

Los Angeles, CA 90015

Attention: Aryo Rad, Project Manager

Email: arad@cramobility.com

City: City of Redondo Beach

415 Diamond Street, Engineering Services Division

Redondo Beach. CA 90277

Attention: Lauren Sablan, Acting City Engineer

Email: lauren.sablan@redondo.org

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

ATTACHMENT C-1

FEE SCHEDULE

The fee schedule is attached.

City of Redondo Beach North Redondo Beach Bike Lane Extension Design Services - Fee

Revised 6/5/2024

Task Description	Principal in Charge	Project Manager	Manager Sr Professional II/ QC Professional II Professional I Analyst III Analyst II Analyst I Graphic Design/Support Hours Total CRA Cost Per Task Per Task Per Task					Total Cost Per Task										
	\$330.00	\$310.00	\$280.00	\$210.00	\$200.00	\$185.00	\$165.00	\$150.00	\$160.00			Landscape Architect	Environmental	Geotechnical Engineering	Surveying	Potholing		0. 1001
Task 1: Project Management, Coordination and Meetings	2	25	5		10				8	50	\$ 13,090.00						\$	13,090.00
Task 2: Record Research and Utility Coordination		2			2			20		24	\$ 4,020.00						\$	4,020.00
Task 3: Survey		2			5					7	\$ 1,620.00				\$ 16,840.00		\$	18,460.00
Task 4: Geotechnical Investigation		2			2					4	\$ 1,020.00			\$ 13,935.00			\$	14,955.00
Task 5: Preliminary Design		10	5		5		16	36		72	\$ 13,540.00						\$	13,540.00
Task 6: Environmental Documentation		2								2	\$ 620.00		\$ 9,480.00				\$	10,100.00
Task 7: Hydraulic/Hydrology Analysis		2	10		5	5	10	10		42	\$ 8,495.00						\$	8,495.00
Task 8: Water Quality/Low Impact Development (LID)		2	10		5	10	15			42	\$ 8,745.00						\$	8,745.00
Task 9: Street Improvement and Park Improvement Plans (5 Sheets)		20	8	8	20	20	40	80		196	\$ 36,420.00						\$	36,420.00
Task 10: Storm Drain Plans (2 Sheets)		2	10		5		10	20		47	\$ 9,070.00						\$	9,070.00
Task 11: Signing and Striping Plans (1 Sheet)		2	5	5	5		15			32	\$ 6,545.00						\$	6,545.00
Task 12: Landscape and Irrigation Plans		5			5					10	\$ 2,550.00	\$ 103,670.00					\$ 1	106,220.00
Task 13: Potholing (Allowance)		1			2					3	\$ 710.00					\$ 5,000.00	\$	5,710.00
Task 14: Opinion of Probable Construction Cost		5	3		5			20		33	\$ 6,390.00						\$	6,390.00
Task 15: Specifications		5	5		10					20	\$ 4,950.00						\$	4,950.00
Task 16: Bid Support		5			5					10	\$ 2,550.00						\$	2,550.00
Task 17: Construction Support		5	5		10			20		40	\$ 7,950.00	\$ 7,500.00					\$	15,450.00
Expenses											\$ 1,000.00						\$	1,000.00
Total	2	97	66	13	101	35	106	206	8	634	\$ 129,285.00	\$ 111,170.00	\$ 9,480.00	\$ 13,935.00	\$ 16,840.00	\$ 5,000.00	\$ 2	285,710.00

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location.

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

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

Errors and Omissions liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials,

employees and volunteers or (2) the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

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

Additional Insured Endorsement:

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

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

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

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

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

Errors and Omissions policy, if written on a claims made basis, shall be maintained by the Consultant for a period of one year after the completion of the project.

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Risk Management

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

EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

- 1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
- 2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
- 3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.
- 4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
- 5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.
- 6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.
- 7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

- 8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.
- 9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:
 - "I am aware of the provisions of Section 3700 of the Labor Code which 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 I will comply with such provisions before commencing the performance of the work of this contract."
- 10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.
- 11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless, and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties, or other amounts arising out of or incidental to any acts or omissions listed in this Exhibit "E" by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees, and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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INSU	RED				INSURE	RB: Mid Cent	tury Insurance	Company		21687		
Chen Ryan Associates Inc. Dba CR Associates					INSURER C: Travelers Casualty and Surety Company							
	3900 5th Ave Ste 310				INSURE	RD:						
					INSURE	RE:						
San Diego CA 92103						RF:						
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:												
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS												
			ED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,									
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INSR LTR	SR TYPE OF INSURANCE ADDL SUBR INSD WVD POLICY NUMBER					POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
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UMBRELLA LIAB 1,000,000 X OCCUR EACH OCCURRENCE 11/22/2024 1,000,000 X **EXCESS LIAB** 606683420 11/22/2023 AGGREGATE CLAIMS-MADE \$ DED RETENTION \$ WORKERS COMPENSATION X PER STATUTE AND EMPLOYERS' LIABILITY \$ 1,000,000 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT B09463374 11/22/2023 11/22/2024 1,000,000 \$ (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT EACH CLAIM \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

106201541

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	authorized representative Carloy Sancher Kremer

AGGREGATE

DEDUCTIBLE

11/22/2023 | 11/22/2024

\$4,000,000

\$25,000

Professional Liability

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