

**FIFTH AMENDMENT TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND PACIFIC ADVANCED CIVIL ENGINEERING, INC.**

THIS FIFTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Fifth Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Pacific Advanced Civil Engineering Inc., a California corporation ("Consultant")

WHEREAS, on July 5, 2016, the parties originally entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS on September 6, 2016, the parties entered into a First Amendment to the Agreement ("First Amendment") to modify the scope of services, and increase Consultant's total compensation limit to the amount of \$693,077; and

WHEREAS on May 7, 2019, the parties entered into a Second Amendment to the Agreement ("Second Amendment") to modify the scope of services, extend the term of the Agreement to May 7, 2024, and reallocate the amounts designated to each task; and

WHEREAS, on October 15, 2019, the parties entered into a Third Amendment to the Agreement ("Third Amendment") to modify the scope of services, and increase Consultant's total compensation limit to the amount of \$753,077; and

WHEREAS, on July 13, 2021, the parties entered into a Fourth Amendment to the Agreement ("Fourth Amendment") to modify the scope of services, and increase Consultant's total compensation limit to the amount of \$842,517; and

WHEREAS, the parties desire to amend the Agreement to increase Consultant's total compensation limit and extend the term of the Agreement to May 7, 2026.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. **SCOPE OF SERVICES.** Exhibits "A" to "A-4" of the Agreement are hereby amended to add Exhibit "A-5", which adds new the duties. Exhibit "A-5" is attached hereto and incorporated by this reference.
2. **TERM AND TIME OF COMPLETION.** Exhibits "B" to "B-3" of the Agreement are hereby amended to add Exhibit "B-4", which extends the Agreement to May 7, 2026. Exhibit "B-4" is attached hereto and incorporated by this reference. Consultant shall commence and complete all services described in Exhibits "A" to "A-4" of the Agreement in accordance with the schedule set forth in Exhibit "B-4".
3. **COMPENSATION.** Exhibits "C" to "C-4" of the Agreement are hereby amended to add Exhibit "C-5" to increase Consultant's compensation limit by \$34,995, setting a new total compensation limit of \$877,512. Exhibit "C-5" is attached hereto and incorporated

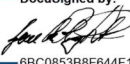
by this reference. Consultant shall be compensated for the services described in Exhibits "A" to "A-5" of the Agreement.

4. **INSURANCE.** Exhibit "D" of the Agreement is hereby amended to add Exhibit "D-1" to raise the Consultant's general liability coverage from \$1 million to \$2 million dollars. Exhibit "D-1" is attached hereto and incorporated by this reference. Consultant shall comply with the insurance requirements in Exhibit "D-1"

5. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and this Fifth Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and any of its amendments, the terms of this Fifth Amendment shall prevail.

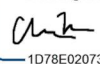
IN WITNESS WHEREOF, the parties have executed this Fifth Amendment in Redondo Beach, California, as of this 7nd day of May, 2024.

CITY OF REDONDO BEACH,
a chartered municipal corporation

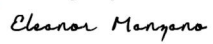
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James A. Light, Mayor

PACIFIC ADVANCED CIVIL ENGINEERING,
INC., a California corporation

DocuSigned by:

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By: _____
Name: ANDREW T. KOMOR
Title: VP _____

ATTEST:

DocuSigned by:

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Eleanor Manzano, City Clerk

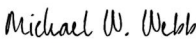
APPROVED:

DocuSigned by:

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Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:

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Michael W. Webb, City Attorney

EXHIBIT "A-5"

SCOPE OF SERVICES

CONSULTANT'S DUTIES

Consultant shall perform the duties set forth below for the Portofino Way and Yacht Club Way Sanitary Sewer Pump Stations Projects, Job Nos. 50210 & 50260.

1. Provide construction management support, including attending construction meetings, reviewing shop drawings and submittals, and providing responses to requests for clarifications and information during the construction phase.
2. Upon completion of the pump station construction, prepare As-Built Drawings using the redlines from the City-designated contractor and inspector
3. Attend the startup of new pump stations and draft the Operation and Maintenance manuals, including safety precautions and procedures.

EXHIBIT “B-4”

TERM AND TIME OF COMPLETION

The term of this Agreement shall be extended to May 7, 2026 (“Term”), unless otherwise terminated as herein provided.

EXHIBIT "C-5"

COMPENSATION

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

- A. **AMOUNT.** Consultant shall perform the work for all City approved Task Proposal(s) in accordance with the hourly rate schedule, which is hereby incorporated.

Hourly Rate Schedule	
Description	Hourly Rate
Principal	\$300
Sr. Project Manager / Sr. Consulting Engineer	\$260
Project Manager / Consulting Engineer / Sr. I&C Specialist	\$250
Sr. Electrical Engineer / Sr. GIS Analyst	\$245
Sr. Project Engineer / Sr. Design Engineer	\$220
Project Engineer / Design Engineer II	\$190
Instrumentation & Controls Specialist	\$185
Sr. CAD Designer	\$175
Design Engineer	\$150
CAD Designer / GIS Analyst	\$145
Graphic Designer	\$125
Project Coordinator	\$105
Administrative Support	\$100
Assistant Designer	\$85
G.P.S. Survey Unit (w/ Operator)	\$290
Expert Witness	\$400

- B. **EXPENSES.** Consultant shall submit to the City, for prior written approval, an estimated cost breakdown for all airfare, auto rental, and hotel accommodations related to the services provided under this Agreement in order for the City to ascertain the reasonableness of the expenditures. Any additional expenses not delineated on the attached schedule, including but not limited to, subcontractor markup, may only be compensated upon the City's written consent following an amendment to this Agreement. Furthermore, no hourly rates shall be invoiced by the Consultant for travel time, as Consultant receives mileage reimbursement. For all other expenses, Consultant shall be reimbursed in strict accordance with the attached schedule.

- C. **NOT TO EXCEED AMOUNT.** In no event shall Consultant's total compensation, including materials and reimbursable expenses, exceed the amount of \$877,512 during the term of this Agreement.

- D. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment. Invoices shall provide the description of work performed, staff title, hours worked, applicable hourly rate, subcontractor costs, and expenses if incurred. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City, and attach copies of receipts to substantiate expense requests and any purchase of materials, subcontractor invoices, and any prior written authorization of the City for expenses and subcontractors. Consultant may be required to provide back-up material upon request.
- E. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within 30 days of receipt of the monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction.
- F. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Pacific Advanced Civil Engineering, Inc.
17520 Newhope Street Suite 120
Fountain Valley, CA 92708
Attention: Andy Komor

City: City of Redondo Beach
415 Diamond Street, Engineering Division
Redondo Beach, CA 90277
Attention: City Engineer

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



REIMBURSABLE EXPENSE RATES*

	Units	Cost
Travel		
Mileage (Per Mile)	Mile	\$0.67
Airfare, Auto Rental, Hotel		At Cost
Parking, tax, and tolls		At Cost
Outside Reproduction		
		At Cost
Shipping (FedEx, UPS, Courier, etc.)		
		At Cost
Misc. (Review Fees, Specific Charges)		
		At Cost
Reproduction (In-House)		
Sheet Bond - B/W Prints and Copies – All sizes (8 ½ x 11 to 12 x18)	SF	\$0.16
Sheet - Color Prints and Copies – All sizes	SF	\$1.20
Sheet - Glossy Color Print/Photo – All sizes	SF	\$2.60
Roll - Plots and Copies (Roll Paper)		
- Bond (B/W)	SF	\$0.88
- Bond (Color)	SF	\$1.56
Roll - Vellum or Mylar Plots	SF	\$2.60
Roll - Glossy Color Plot Exhibits (Roll Paper)	SF	\$3.12
Report 3-Ring Binders		
< 1.5"	EA	\$10.40
1.5" to 3"	EA	\$15.60
> 3"	EA	\$26.00
Coil or GBC Punch Binding	EA	\$1.04

*Note: All reimbursable expenses will be invoiced at the above rates.

EXHIBIT "D-1"

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 affecting 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations during the policy period when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy	.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>Any person or organization to whom the Named Insured has agreed by a written contract that such person or organization be added as an Additional Insured for Completed Operations Coverage, but only as respects "Commercial Construction", and only as respects occurrences subsequent to the making of such written contract.</p> <p>As used in this endorsement, "Commercial Construction" means construction other than 1) new home construction and 2) condominium or townhouse related work other than remodel of a single unit</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization (s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

ADDITIONAL NAMED INSURED ENDORSEMENT

Copy To	Policy ID Number	Expiration Date
City of Redondo Beach 415 Diamond Street, Engineering Division Redondo Beach, CA 90277	50010346001	10/31/2024 12:01 a.m.
	Named Insured	
	Pacific Aquascape, Inc.	
<small>This endorsement is attached to and forms a part of the listed policy. No changes will be effective prior to the time changes are requested.</small>		

Additional Insured
City of Redondo Beach

Part A - Liability Coverage, is changed as follows:

The definition of insured is changed to include the additional insured named above. Adding an **insured** will not increase the limit of our liability. The insurance provided by this endorsement will be excess over any other valid and collectible insurance.

All other parts of this Policy remain unchanged.

**FOURTH AMENDMENT TO THE AGREEMENT
FOR CONSULTING SERVICES BETWEEN
THE CITY OF REDONDO BEACH
AND PACIFIC ADVANCED CIVIL ENGINEERING, INC.**

THIS FOURTH AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Fourth Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Pacific Advanced Civil Engineering, Inc., a California corporation ("Contractor" or "Consultant").

WHEREAS, on July 5, 2016, the City and Consultant originally entered into the Agreement for Consulting Services between the City and Consultant the "Agreement"); and

WHEREAS on September 6, 2016, the parties entered into a First Amendment First Amendment") to modify the scope of services, and increase Consultant's total compensation limit to the amount of \$693,077; and

WHEREAS on May 7, 2019, the parties entered into a Second Amendment ("Second Amendment") to modify the scope of services, extend the term of the Agreement to May 7, 2024, and reallocate the amounts allocated to each task; and

WHEREAS, on October 15, 2019, the parties entered into a Third Amendment ("Third Amendment") to modify the scope of services, and increase Consultant's total compensation limit to the amount of \$753,077; and

WHEREAS, the parties desire to amend the Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. **SCOPE OF SERVICES.** Exhibits "A" to "A-3" of the Agreement are hereby amended to add Exhibit "A-4", which adds task 12 to the scope of services. Exhibit "A-4" is attached hereto and incorporated by reference.
2. **COMPENSATION.** Exhibits "C" to "C-3" of the Agreement are hereby amended to add Exhibit "C-4" to increase the limit for the total compensation paid to Consultant by \$89,440 for a total compensation limit of \$842,517, and amend Consultant's party of notice. Exhibit "C-4" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibits "A" to "A-4" of the Agreement.
3. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, Third Amendment, and this Fourth Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency

between the terms of the Agreement, First Amendment, Second Amendment, Third Amendment, and this Fourth Amendment, the terms of this Fourth Amendment shall govern.

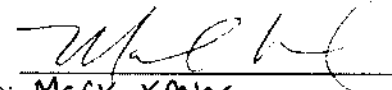
IN WITNESS WHEREOF, the parties have executed this Fourth Amendment in Redondo Beach, California, as of this 13th day of July, 2021.

CITY OF REDONDO BEACH,
a chartered municipal corporation

PACIFIC ADVANCED CIVIL
ENGINEERING, INC.,
a California corporation



William C. Brand, Mayor

By: 
Name: Mark Krebs
Title: President

ATTEST:

APPROVED:

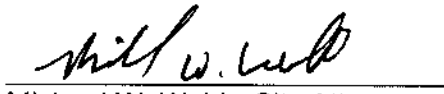


Eleanor Manzano, City Clerk



Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:



Michael W. Webb, City Attorney

EXHIBIT "A-4"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONSULTANT'S DUTIES

Task 12. Consultant shall perform the following duties for the dewatering Quantity and Quality Investigation and Analysis at Yacht Club Way and Portofino Way Wastewater Pump Stations.

1. Provide one soil boring at each Pump Station location with corresponding geological analysis to estimate the groundwater dewatering quality and quantity required from each site to be used for the station's future planned construction.
2. Provide water quality sampling for the groundwater extracted from each boring location, and compare with another sample obtained from the King Harbor. The Harbor is the proposed discharge point for the dewatering water during pump station construction. Estimate and determine treatment requirements and techniques based on the results from the analysis, and allocate space at each site and describe in the construction specifications.
3. Coordinate with the City and the Los Angeles Regional Water Quality Control Board (Board) based on the results of this analysis, to obtain discharge permits and issue technical memos for the two project locations.
4. Provide geotechnical recommendations to evaluate subsurface conditions at the locations of the proposed submersible pump stations and valve vaults. The field exploration for the new station structures will consist of a total of one boring each which will be placed as close to the footprint of the proposed structure as possible.
5. Drill the boring to a maximum depth of 50 feet. Record the groundwater level during drilling operations. Convert the boring to a temporary piezometer to obtain a sample of the groundwater to test for petroleum hydrocarbons, total dissolved and suspended solid, and heavy metals.
6. Remove the piezometer after obtaining the groundwater sample. Collect a sample of the Harbor water for analysis. Provide recommendations for an open excavation. Obtain a Los Angeles County Department of Public Health boring/piezometer permit.
7. Locate underground utilities and the boring location based on landmarks or stakes furnished. Conduct laboratory testing, including chemical analysis for corrosivity; perform seismic and geologic hazard screening; evaluate liquefaction potential; and prepare a report. Perform the borings with a hollow stem auger/rotarywash drilling rig and by hand auger. Prior to performing the soil boring, coordinate with Underground Service Alert and a private utility locator to identify underground utilities. Provide traffic control during drilling operations in accordance with the MUTCD manual.
8. Drilling Operations – Log the borings and obtain representative soil samples at selected depths and at changes of soil stratum. Record groundwater levels during

drilling operations. Drum excess cuttings and prepare proper manifest for City's signature. Dispose of drums off-site. Convert the borehole to a temporary piezometer and measure the depth to water. Perform environmental groundwater sampling to meet all Board construction dewatering sampling requirements for a dewatering permit after the piezometer has been constructed and purged. Test the groundwater once for the following:

- a. EPA 6010B–Metals;
 - b. EPA 8015B–Total Petroleum Hydrocarbons Diesel (TPHd), Total Petroleum Hydrocarbons Motor Oil (TPHmo);
 - c. Total Dissolved and Suspended Solid in groundwater; and
 - d. EPA 8015B–Total Petroleum Hydrocarbons gas (TPHg), Benzene, Toluene, Ethylbenzene and Xylene (BTEX), and Methyl Tertiary-Butyl Ether (MTBE).
9. Sample and analyze a sample of the Harbor water near the piezometer location for the same constituents as from the piezometer. Perform Soils Analyses Laboratory testing on representative soil samples to evaluate their engineering properties. Include laboratory test results on the boring logs and within the geotechnical report.
10. Seismic and Geologic Hazard Screen – Include a review of available seismic hazard maps and technical publications in seismicity screening. Review the following potential seismic and geologic hazards:
- a. AESCO Proposal No. P6957B Construction Material Testing/Inspection Environmental & Geotechnical Engineering Services liquefaction,
 - b. seismic ground shaking,
 - c. lateral spreading,
 - d. differential settlement, and
 - e. fault rupture.
11. Provide signed copies of written report that include the following:
- a. A brief description of the proposed project;
 - b. a site location map showing boring locations;
 - c. a description of the field investigation and laboratory testing;
 - d. the laboratory test results and boring logs;
 - e. potential seismic hazards, including Seismic Zone Coefficients, soil profile, depth to groundwater, ground shaking and liquefaction potential;
 - f. earth pressures for temporary shoring; geotechnical feasibility evaluation;
 - g. soil parameters for design including active and passive pressures;
 - h. dewatering recommendations; and earthwork recommendations.

Summarize and discuss the environmental groundwater and Harbor water tests results.

EXHIBIT "C-4"
COMPENSATION

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

- A. **AMOUNT.** For the services described herein, Consultant shall be paid in accordance with the following schedule.

Man-Hour Breakdown	Rate	Hours	Total Not to Exceed Amount
Sr. Project Manager	\$225	32	\$7,200.00
Project Manager	\$210	40	\$8,400.00
Project Engineer	\$185	24	\$4,440.00
Project Coordinator / Admin Support	\$95	48	\$4,560.00
Portofino Way PS Geotechnical & Dewatering Assessment			\$32,420.00
Yacht Club Way PS Geotechnical & Dewatering Assessment			\$32,420.00
Task 12 Total			\$89,440.00

In no event shall the total compensation paid to Consultant exceed \$842,517 during the term of the Agreement.

- B. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices indicating the monitoring season, type of samples, location of samples, quantity, unit cost, applicable rate, hours, and total amount, to City for approval and payment. 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.
- C. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of receipt of the monthly invoice, provided however, that services are completed to City's full satisfaction.
- D. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Pacific Advanced Civil Engineering, Inc.
17520 Newhope Street
Fountain Valley, CA 92708
Attention: Andy Komor

City: City of Redondo Beach
Public Works Department, Engineering Division
415 Diamond Street
Redondo Beach, CA 90277
Attention: Andrew Winje, City Engineer

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
As required by written contract executed by both parties prior to loss; Applies to commercial work only	All locations; Applies to commercial work only
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES
OR CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name Of Person Or Organization:

As required by written contract executed by both parties prior to loss; Applies to commercial work only

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION - GOLD

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGES

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- C. Employees as Insureds – Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement
- E. Supplementary Payments – Bail Bonds
- F. Supplementary Payments – Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment Interest Coverage
- I. Fellow Employee – Officer, Managers and Supervisors
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos – Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
- O. Deductible Amendments
- P. Rental Reimbursement Coverage
- Q. Expanded Transportation Expense
- R. Extra Expense – Stolen Autos
- S. Physical Damage Limit of Insurance
- T. New Vehicle Replacement Cost
- U. Physical Damage Coverage Extension
- V. Transfer of Rights of Recovery Against Others To Us
- W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Lock Out
- Z. Cancellation Condition

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A. EFFECT OF THIS ENDORSEMENT

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

C. EMPLOYEES AS INSUREDS – NONOWNED AUTOS

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

- d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. SUPPLEMENTARY PAYMENTS – BAIL BONDS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS

Supplementary Payments of the SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

- 1. The Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$250 in any one "accident". Coverage is excess over any other valid and collectible insurance.

- 2. The following paragraph is added to A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay up to \$500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

H. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

I. FELLOW EMPLOYEE – OFFICERS, MANAGERS, AND SUPERVISORS

The Fellow Employee Exclusion in SECTION II – COVERED AUTOS LIABILITY COVERAGE is replaced as follows;

A. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

J. HIRED AUTO PHYSICAL DAMAGE

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$100,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

K. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I - COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary

substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

L. EXPANDED TOWING COVERAGE

- 1. We will pay up to:
 - a. \$100 for a covered "auto" you own of the private passenger type, or
 - b. \$500 for a covered "auto" you own that is not of the private passenger type,for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
- 2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
- 3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

M. AUTO LOAN OR LEASE COVERAGE

- 1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:
 - a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this policy; and
 - b. Any:
 - 1) Overdue lease/loan payments at the time of the "loss";
 - 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - 3) Security deposits not refunded by a lessor;
 - 4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and

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- 5) Carry-over balances from previous leases.
2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.
3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

N. ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES

Under Paragraph C. Limit of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

O. DEDUCTIBLE AMENDMENTS

The following are added to the Deductible provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

P. RENTAL REIMBURSEMENT COVERAGE

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - b. The number of days shown in the Schedule.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred.
 - b. \$75 for any one day or for a maximum of 30 days.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III – PHYSICAL DAMAGE COVERAGE Coverage Extension.

Q. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a

covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

R. EXTRA EXPENSE – STOLEN AUTOS

The following paragraph is added to Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage

S. PHYSICAL DAMAGE LIMIT OF INSURANCE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

C. Limit Of Insurance

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
 - b. The cost of repairing or replacing the damaged or stolen property.
- 2. \$1500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - c. An integral part of such equipment.
- 3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 4. The cost of repairing or replacing may:
 - a. Be based on an estimate which includes parts furnished by the original equip-

ment manufacturer or other sources including non-original equipment manufacturers and

- b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.

- 5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

T. NEW VEHICLE REPLACEMENT COST

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

- 5. The provisions of paragraphs 1. and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."

In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:

- a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or .
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previ-

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ously titled and which you purchased less than 365 days before the date of the "loss".

U. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Under SECTION III -- PHYSICAL DAMAGE COVERAGE, A. Coverage, Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV -- BUSINESS AUTO CONDITIONS. Paragraph A is amended as follows:

6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

b. Your obligation in the. Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

X. HIRED CAR -- COVERAGE TERRITORY

Item (5) of the Policy Period, Coverage Territory General Conditions is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

Y. EMERGENCY LOCKOUT

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto", or
2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and

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4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

Z. CANCELLATION CONDITION

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

If we cancel for any reason other than non-payment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

**THIRD AMENDMENT TO THE
AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND PACIFIC ADVANCED CIVIL ENGINEERING, INC.**

THIS THIRD AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Second Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Pacific Advanced Civil Engineering, Inc., a California Corporation ("Consultant").

WHEREAS, on July 5, 2016, the City and Consultant originally entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS on September 6, 2016, the parties entered into a First Amendment ("First Amendment"); and

WHEREAS on May 7, 2019, the parties entered into a Second Amendment ("First Amendment"); and

WHEREAS, the parties wish to amend the Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. Scope of Services. Exhibit "A-2" of the First Amendment is hereby deleted in its entirety and Exhibit "A" of the Agreement is amended to add additional duties to complete the South Redondo PCH Sanitary Sewer Conveyance System Improvements as outlined in Exhibit "A-3". Exhibit "A-3" is attached hereto and incorporated by reference.
2. Schedule of Completion. Exhibit "B" of the Agreement is hereby deleted in its entirety and replaces with Exhibit "B-3" amended to extend the term of the Agreement. Exhibit "B-3" is attached hereto and incorporated by reference.
3. Compensation. Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-3" which adds \$60,000 of additional funds to this Agreement to cover the cost of the additional services described in Exhibit "A-3". To the extent that Exhibit "C-1" and "C-2" allocated funding for the scope of services contained in Exhibits "A-1" and "A-2," respectively, it is hereby deleted. Exhibit "C-3" is attached hereto and incorporated by reference.



4. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, the First Amendment, Second Amendment and this Third Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, the First Amendment, or Second Amendment, the terms of this Second Third Amendment shall govern.



IN WITNESS WHEREOF, the parties have executed this Third Amendment in Redondo Beach, California, as of this 15th day of October, 2019.

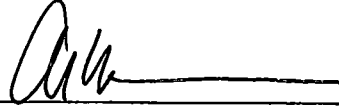
CITY OF REDONDO BEACH

PACIFIC ADVANCED CIVIL
ENGINEERING, INC.



William C. Brand
Mayor

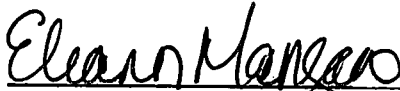
By:



Name: Andrew T. Komor, PE

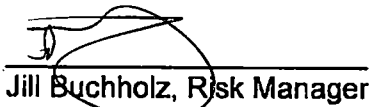
Title: Vice President

ATTEST:



Eleanor Manzano, City Clerk

APPROVED:



Jill Buchholz, Risk Manager

APPROVED AS TO FORM:


Michael W. Webb, City Attorney

EXHIBIT "A-3"

SCOPE OF SERVICES

CONSULTANT'S DUTIES

Task 1 – Seaside Lagoon Short-Term Treatment Improvement Evaluation

Consultant shall visit the site and investigate the existing configuration of chlorination/dechlorination setup, influent and effluent distribution piping, points of chemical injection, mixing strategies, and operating protocols to optimize the existing treatment system configuration and evaluate potential short-term treatment modifications to comply with discharge permit requirements.

Consultant shall provide equipment, materials, and labor to perform the water quality analysis at the Seaside Lagoon of following sampling locations.

1. Chlorinated influent to the Lagoon
2. Residual chlorine in the Lagoon (minimum of three sampling points)
3. Dechlorinated Lagoon discharge

The following water quality parameters will be tested for the evaluation and cost involved for the listed tests that are included in the Task 1 compensation.

Table 1 – Water quality parameters tested in Task 01

Class	Parameter	Method	Equipment	Major Significance
General	pH	Handheld probe	Hach HQ40d	Sensitive for chlorination effectiveness
	ORP	Handheld probe	ORPTestr 10	Oxidation Status of the lagoon water
Disinfection Residual	Free Chlorine	HACH 8021	HACH DR 2800 / Hach DR 900	Residual Chlorine Conc.
	Total Chlorine	HACH 8167	HACH DR 2800 / Hach DR 900	Chloramine Conc.
Outsourced samples	TSS	SM 2540D	Test America Laboratory	Permit requirement
	Oil and Grease	SM 1664B	Test America Laboratory	Permit requirement

Consultant to perform an onsite chlorine demand test to optimize the chlorine dosage requirement and bench scale testing will be carried out to confirm the strength of the stock solutions used for chlorination and dechlorination.

Task 2 – Seaside Lagoon Long-Term Improvements Development



Consultant to study alternative seawater intake opportunities and operational methods (closed-system) to continuing operating the Lagoon in the event the AES Powerplant's discharge pipe is no longer available to provide intake Lagoon water. Consultant shall review existing treatment system at the Seaside Lagoon including the influent and effluent pipe layout, operating protocols, and operating permit requirements to develop long-term treatment alternatives (minimum of 3) which will minimize or eliminate the requirement of discharge to the harbor and maximize operational cost savings. The process diagrams, sizing, and conceptual design drawings shall be submitted to the City for review.

Task 3 – Conceptual 30% modification design

Based on Task 02 conceptual treatment modifications, the consultant shall submit 10% site layout drawings for the preferred design approach for the City's review. Consultant shall provide 30% design drawings on 11 x 17 format; including design data, hydraulic process calculations, capital and operating cost estimates, equipment selection information, and electrical system design.

Task 4 – General Review

Consultant shall review seawater intake and outflow regulatory permit requirements and advise the client on necessary modifications required for the current permits based on the alternative conceptual treatment modifications. Consultant to identify operational and structural improvements necessary to compensate the proposed conceptual design.

Task 5 – Preliminary Engineering Report and Conference Call

Consultant shall provide calculations, the results of the analysis, findings, and recommendations from Task 01, Task 02, Task 03 and Task 04 in a Preliminary Engineering Report. Consultant shall arrange status conference calls (up to 4) with the City to report the findings and recommendations in order to proceed with the next phase of the project.



EXHIBIT "B-3"

SCHEDULE FOR COMPLETION

Term. The term of this Agreement shall commence on October 15, 2019 and expire on May 7, 2024, unless otherwise terminated herein.



EXHIBIT "C-3"

COMPENSATION

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

- A. AMOUNT. Consultant shall be paid in accordance with the following hourly rates.

Hourly Rate Schedule	
Description	Hourly Rate
Principal	\$240
Project Manager	\$190
Project Engineer	\$156
Construction Engineer	\$156
Design Engineer / Modeler	\$136
Structural Engineer	\$156
Electrical Engineer	\$156
Sr. CAD Designer	\$117
Instrumentation & Controls Specialist	\$125
Project Coordinator / Admin Support	\$70

Notwithstanding the foregoing, in no event, shall Consultant's compensation exceed the following amounts for each task without the approved written consent of City. Consultant's total compensation shall include all expenses, materials, labor, shipping, tax and travel.

Amendment #3 Task Description:

Funding:

1. Short-Term Treatment Improvement Evaluation	\$ 5,000
2. Long-Term Improvements Development	\$ 13,800
3. Conceptual 30% Modification Design	\$ 22,000
4. General Review	\$ 9,200
5. Preliminary Engineering Report and Conference call	\$ 10,000

TOTAL FUNDING AMENMDENT #3: \$ 60,000



Funding Summary:

Funding for Agreement:	\$460,478
Funding for Second Amendment:	\$232,599
Funding for Third Amendment:	\$ 60,000
Total Agreement Amount:	\$753,077

- B. METHOD OF PAYMENT. Consultant shall provide monthly invoices based upon the time spent during the previous month to City for approval and payment. Invoices shall be based on the time spent and work completed in the month prior to the invoice submission. Consultant shall submit two hard copies of the invoice with supporting documentation. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City.
- C. SCHEDULE FOR PAYMENT. City agrees to pay Consultant within thirty (30) days of receipt of the monthly invoice; provided, however, that payments by City shall not exceed the proportion of the phase or task completed, and payment for each phase or task shall not exceed the amounts described in Section A of this Exhibit "C".
- D. NOTICE. Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Pacific Advanced Civil Engineering, Inc.
17520 Newhope Street
Fountain Valley, CA 92708
Attn: Andy Komor

City: City of Redondo Beach
Public Works Department, the Engineering
Division
415 Diamond Street
Redondo Beach, CA 90277
Attn: Andrew Winje, City Engineer

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



**SECOND AMENDMENT TO THE
AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND PACIFIC ADVANCED CIVIL ENGINEERING, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Second Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Pacific Advanced Civil Engineering, Inc., a California Corporation ("Consultant").

WHEREAS, on July 5, 2016, the City and Consultant originally entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS on September 6, 2016, the parties entered into a First Amendment ("First Amendment"); and

WHEREAS, the parties wish to amend the Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. Scope of Services. Exhibit "A-1" of the First Amendment is hereby deleted in its entirety and Exhibit "A" of the Agreement is amended to add additional duties to complete the South Redondo PCH Sanitary Sewer Conveyance System Improvements as outlined in Exhibit "A-2". Exhibit "A-2" is attached hereto and incorporated by reference.
2. Schedule of Completion. Exhibit "B" of the Agreement is hereby amended to extend the term of the Agreement from July 4, 2021 to May 7, 2024.
3. Compensation. Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-2" to reallocate the current not to exceed amount of \$693,077. To the extent that Exhibit "C-1" allocated funding for the scope of services contained in Exhibit "A-1" it is hereby deleted. Exhibit "C-2" is attached hereto and incorporated by reference.
4. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, the First Amendment and this Second Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, the First Amendment,



and the Second Amendment the terms of this Second Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 7th day of May, 2019.

CITY OF REDONDO BEACH

PACIFIC ADVANCED CIVIL
ENGINEERING, INC.



William C. Brand
Mayor

By:



Name: JAMES MATTHEWS
Title: SR. VP.

ATTEST:

APPROVED:



Eleanor Manzano, City Clerk



Jill Buchholz, Risk Manager

APPROVED AS TO FORM:



Michael W. Webb, City Attorney



EXHIBIT "A-2"

SCOPE OF SERVICES

CONSULTANT'S DUTIES

Consultant shall perform the following additional duties for the completion of the South Redondo PCH Sanitary Sewer Conveyance System Improvements.

TASK 1 – USA MARKING & TOPOGRAPHIC SURVEYING

- a. Consultant shall conduct and complete a Feasibility Study to assess the utility layout for the PCH Sanitary Sewer Conveyance System Improvements.
- b. Consultant shall coordinate with the Under Service Alert (USA) markings on the streets per the preliminary sewer pipe alignment. PACE to hire a sub-consultant to provide surveying service to identify location and elevation of all surface features, manholes, valve covers, access ramps, light poles, pavement stripings, pavement markers, marked underground utilities, signs, storm drain catch basins, property boundaries, city boundaries, Caltrans' right-of-way, curb and gutter, and various sections of street elevations (typical 20' cross-section increment) to provide data to the Consultant to develop a base map for the project.

TASK 2 – MEETINGS & GENERAL COORDINATION

Consultant shall provide up to six (6) general meetings and conference calls with City team for detail discussion of any deliverables, and to attend any City Council meetings.

TASK 3 – DEVELOP BASE MAP (SURVEY, RECORD DRAWINGS, GIS, UTILITIES MAP, & SITE VISIT)

Consultant shall prepare a base maps for pipeline plans and profiles using data obtained from the surveyor. The City's existing digital GIS shape files shall be layered into base maps, along with all physical elements, including and not limited to right-of-way, curbs and gutters, centerlines, existing active and abandoned utilities, etc. Surveyor shall obtain depth, invert elevation, depth to valve stems from existing manholes and valve covers.

Consultant to notify obtain updated maps from utility companies delineating existing utilities, and to determine if there are proposed improvements within the project limit. All such proposed improvements shall be included in the base maps to identify potential conflict with proposed design alternative(s). Consultant shall review City's record drawings and show all existing improvements in the base maps. Consultant shall make site visits to validate information shown on all base maps.



TASK 4 – CEQA EXEMPTION, MEETING WITH TORRANCE & REDONDO BEACH PLANNING DEPARTMENTS, NOTICE OF EXEMPTIONS

Consultant shall prepare CEQA Notice of Exemption documentation based on typical pipeline replacement or short redundant new pipeline project exemption.

TASK 5 – 50% SUBMITTAL

Consultant shall prepare and submit 50% design plans with profiles and other necessary improvements for City review. The plans shall include complying with City standards, Caltrans's standards, and City of Torrance standards.

TASK 6 – POTHOLING

Consultant shall hire, direct, and coordinate sub-contract potholing service and coordinate with the City for traffic control to determine the precise horizontal and vertical positions of the existing underground utilities that may be in conflict, including pavement thickness, surrounding backfill soil type, size, type, and material of existing underground utilities along proposed pipeline alignment. Potholing service shall also include pavement removal, excavation, and pavement replacement.

TASK 7 – PRELIMINARY PERMITTING PROCESS (CALTRANS & CITY OF TORRANCE)

Consultant shall work with the City to obtain encroachment permits from Caltrans and the City of Torrance. Consultant shall prepare and submit permit applications, plans, and Storm Water Pollution Control Program application for Caltrans.

TASK 8 – 90% TRAFFIC CONTROL PLANS

Consultant shall hire a sub-consultant to prepare 90% traffic control plans for the project. Plans shall show various phases of construction activities for segments of pipelines, crossing of intersections, sewer bypass for connections, and crossing Pacific Coast Highway. Traffic control plans include up to nine (9) plan sheets and shall be submitted with the 90% submittal for the project.

TASK 9 – 90% PIPELINE ALIGNMENT & PROFILE, SPECIFICATIONS & CONSTRUCTION COST ESTIMATE SUBMITTAL

Consultant shall prepare and submit 90% design plans with profiles and other necessary improvements for review by City. Plan sheets shall include up to thirteen (13) plan sheets submitted for review (excluding additional sheets for traffic control plans). Consultant shall also submit 90% specifications, using City's boiler plate contract and bid documents. Consultant shall submit a preliminary construction cost estimate and an updated project schedule.



TASK 10 – APPLY FOR PERMITS AS 1ST SUBMITTAL (CALTRANS & CITY OF TORRANCE)

Consultant shall prepare all applications, applicable 90% improvement plans, 90% traffic control plans, 90% striping plans, and other required exhibits for encroachment permits, and work with the City to jointly submit encroachment permit packages to Caltrans, and the City of Torrance.

TASK 11 – 100% TRAFFIC CONTROL PLANS

Consultant shall submit 100% traffic control and striping plans along with 100% submittal for the project.

TASK 12 – 100% PIPELINE ALIGNMENT & PROFILE, SPECIFICATIONS & CONSTRUCTION COST ESTIMATE SUBMITTAL

Consultant shall prepare and submit 100% design plans with profiles and other necessary improvements for review by City. In addition, Consultant shall submit 100% specifications, using City's contract and bid documents, and an updated preliminary construction cost estimate with the proposed bid schedule.

TASK 13 – 2ND SUBMITTAL FOR PERMITS (CALTRANS & CITY OF TORRANCE)

Consultant shall prepare all updated applications, applicable 100% improvement plans, 100% traffic control plans, 100% striping plans, and other required exhibits for encroachment permits, and work with the City to jointly submit updated encroachment permit packages to Caltrans and the City of Torrance.

TASK 14 – FINAL SUBMITTAL AND OBTAINING APPROVALS FOR PERMITS (CALTRANS & CITY OF TORRANCE)

Consultant shall prepare all final applications, applicable final improvement plans, final traffic control plans, and other required exhibits for encroachment permits, and work with the City to jointly submit final encroachment permit packages to Caltrans and the City of Torrance.

TASK 15 – FINAL SIGNED PLANS IN MYLARS, ELECTRONIC SPECIFICATIONS AND ELECTRONIC ENGINEER'S COST ESTIMATE SUBMITTAL

Consultant shall print, sign, and submit final design plans with profiles, traffic control plans, and striping plans in full-size mylar. Consultant shall submit and sign the final specifications and bid schedule, and the final engineer's construction cost estimate (provided in electronic format (pdf, Microsoft Word and/or Excel formats).

TASK 16 – BID ASSISTANCE

Consultant shall assist the City with answers questions during the bidding process and shall be available upon request to provide technical support during bidding including answering all technical questions and developing technical addenda.



Consultant's efforts can include: (1) attending the Pre-Bid Conference and site tour as the City's design representative, to prepare meeting notes and gather questions from potential bidders for possible addenda; (2) responding to technical questions; (3) preparing addenda to respond to technical questions and other technical clarifications; and (4) evaluating and analyzing bids for conformance to the bid documents and to make a recommendation for project award.

TASK 17 – CONSTRUCTION ENGINEERING SUPPORT WITH SUBMITTALS (20), RFI'S (10), & FIELD MEETINGS (10)

Consultant shall be available upon request by the City to provide technical support during construction including construction meetings, review submittals, and review RFIs.

Consultant's effort may include: (1) attending up to ten (10) field meetings or site visits, to provide opinions and observations to the City regarding general compliance to approved plans and specifications, and/or to assist the City in resolving field related issues; (2) responding up to ten (10) RFIs to the City, for which an interpretation may or may not represent a material change in the design or operational intent of the City's facility; and (3) responding up to ten (10) submittals to the City, to ascertain that the submitted items conform generally to the intent of the bid documents.

TASK 18 – REIMBURSABLE AGENCY PERMIT FEES

PACE shall pay required permit fees associated with permits and be reimbursed for any such permits fees at 0% mark-up.



EXHIBIT "C-2"

COMPENSATION

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

A. AMOUNT. Consultant shall be paid in accordance with the following hourly rates.

Hourly Rate Schedule	
Description	Hourly Rate
Principal	\$240
Project Manager	\$190
Project Engineer	\$156
Construction Engineer	\$156
Design Engineer / Modeler	\$136
Structural Engineer	\$156
Electrical Engineer	\$156
Sr. CAD Designer	\$117
Instrumentation & Controls Specialist	\$125
Project Coordinator / Admin Support	\$70

Notwithstanding the foregoing, in no event, shall Consultant's compensation exceed the following amounts for each task without the approved written consent of City. Consultant's total compensation shall include all expenses, materials, labor, shipping, tax and travel.

Task	NTE Cost
Additional Funding for Agreement Allocated Per Task:	
G. Task 7 – Rindge Pump Station Construction Support	\$20,000
B. Task 2 – Portofino Pump Station Design of New Station	\$25,000
B. Task 2 – Yacht Club Way Pump Station New Design	\$8,000
Funding for Second Amendment Scope of Work:	
Task 1 – USA Marking & Topographic Surveying	\$28,200
Task 2 – Meetings & General Coordination	\$4,896
Task 3 – Develop Base Map (Survey, Record Drawings, GIS, Utilities Map, & Site Visit)	\$ 18,056
Task 4 – CEQA Exemption, Meeting with Torrance & Redondo Beach Planning Departments, Notice of Exemptions	\$ 2,562
Task 5 – 50% Submittal	\$ 17,904



Task 6 – Potholing	\$ 15,466
Task 7 – Preliminary Permitting Process (Caltrans & City of Torrance)	\$6,084
Task 8 – 90% Traffic Control Plans	\$ 20,000
Task 9 – 90% Pipeline Alignment & Profile, Specifications & Construction Cost Estimate Submittal	\$9,984
Task 10 – Apply for Permits as 1st Submittal (Caltrans & City of Torrance)	\$4,588
Task 11 – 100% Traffic Control Plans	\$ 7,976
Task 12 – 100% Pipeline Alignment & Profile, Specifications & Construction Cost Estimate Submittal	\$5,752
Task 13 – 2nd Submittal for Permits (Caltrans & City of Torrance)	\$3,264
Task 14 – Final Submittal and Obtaining Approvals for Permits (Caltrans & City of Torrance)	\$1,376
Task 15 – Final Signed Plans in Mylars, Electronic Specifications and Electronic Engineer's Cost Estimate Submittal	\$5,728
Task 16 – Bid Assistance	\$4,000
Task 17 – Construction Engineering Support	\$20,000
Task 18 – Reimbursable Agency Permit Fees	\$3,763
TOTAL	\$232,599

Funding Summary:

Funding for Agreement: \$460,478
Funding for Second Amendment: \$232,599

Total Agreement Amount: \$693,077
(Total Not-to-Exceed Amount remains unchanged).

B. METHOD OF PAYMENT. Consultant shall provide monthly invoices based upon the time spent during the previous month to City for approval and payment. Invoices shall be based on the time spent and work completed in the month prior to the invoice submission. Consultant shall submit two hard copies of the invoice with supporting documentation.



Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City.

- C. SCHEDULE FOR PAYMENT. City agrees to pay Consultant within thirty (30) days of receipt of the monthly invoice; provided, however, that payments by City shall not exceed the proportion of the phase or task completed, and payment for each phase or task shall not exceed the amounts described in Section A of this Exhibit "C".
- D. NOTICE. Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Pacific Advanced Civil Engineering, Inc.
17520 Newhope Street
Fountain Valley, CA 92708
Attn: Andy Komor

City: City of Redondo Beach
Public Works Department, the Engineering
Division
415 Diamond Street
Redondo Beach, CA 90277
Attn: Andrew Winje, City Engineer

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



**FIRST AMENDMENT TO THE
AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND PACIFIC ADVANCED CIVIL ENGINEERING, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("First Amendment") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Pacific Advanced Civil Engineering, Inc., a California Corporation ("Consultant").

WHEREAS, on July 5, 2016, the parties hereto originally entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, the parties wish to amend the Agreement.

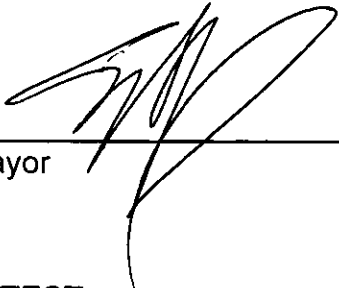
NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. Scope of Work. Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-1", which provides additional duties, including site assessment, concept development, preliminary design, engineering services, and services during construction for a new Alta Vista Sewer Pump Station. Exhibit "A-1" is attached hereto and incorporated by reference.
2. Compensation. Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" to increase the limit for the total compensation paid to Consultant by \$232,599 for a total compensation limit of \$693,077. Exhibit "C-1" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in "A-1".
3. No Other Amendments. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral agreement or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern.




IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 6th day of September, 2016.

CITY OF REDONDO BEACH



Mayor

PACIFIC ADVANCED CIVIL ENGINEERING,
INC.

By: 


Name: Arshy Kowar
Title: Vice President

ATTEST:



City Clerk

APPROVED:



Risk Manager

APPROVED AS TO FORM:



City Attorney's Office



EXHIBIT "A-1"
SCOPE OF SERVICES

CONSULTANT'S DUTIES

Consultant shall perform the following duties for the site assessment, concept development, preliminary design, engineering services, and services during construction for a new Alta Vista Sewer Pump Station to replace the existing two Alta Vista Pump Stations and three new Continuous Deflective Separation Units.

A. TASK 1 – ALTA VISTA DATA COLLECTION AND ASSESSMENT

1. Review and validate the City's current System Evaluation & Capacity Assurance Plan findings, and collect all existing data and information relevant to the Alta Vista Pump Stations.
2. Provide materials, including maps, drawings, sewer system hydraulic analysis, and the preferred list of manufacturer and equipment for mechanical and electrical components.
3. Conduct preliminary survey including topography, underground utilities and geotechnical investigation, including two subsurface soil borings. Determine property boundaries (City versus Redondo School District).

B. TASK 2 – ALTA VISTA DESIGN OF NEW SEWAGE PUMP STATION

1. Preliminary Design Report
 - a. Prepare a Preliminary Design Report to evaluate alternative locations and facilities for the new pump stations before the final design.
 - b. Include a submersible facility with two pumps capable of conveying the peak wet weather flow, a standby generator with an automatic transfer switch, two ultrasonic level sensors, backup float switches, Programmable Logic Controllers, Human Machine Interface, and Supervisory Control and Data Acquisition (SCADA) in the design.
 - c. Complete a Preliminary Design Report and have it wet stamped by a licensed Civil Engineer.
 - d. Include the replacement of the existing force main and new main line for the 11 houses along Camino Real and an alternative alignment and any aboveground enclosures in the design.
 - e. Include the following components in the Preliminary Design Report.



1. Alternative locations analysis including maps showing alternative locations evaluated and rational for selecting the recommended site.
 2. Preliminary facility layout.
 3. Preliminary piping schematic for new sewer main line in Camino Real, inflow and forcemain pipelines and modifications to connections.
 4. Listing of preferred manufacturer and equipment for mechanical and electrical components.
 5. Architectural rendering and conceptual floor plan.
 6. Conceptual cost estimate.
2. Staging and Demolition Plan
 - a. Prepare a Staging and Demolition Plan for the removal and disposal of the existing stations upon completion of the new station.
 - b. Maintain all existing flows during construction either through by-pass methods or by making the new pump station operational before the removal of the existing stations.
 3. Structural Design
 - a. Prepare structural design in compliance with all applicable codes and requirements including the City's Building Department.
 - b. Provide structural design calculations that are certified by a Licensed Structural Engineer (wet stamped).
 - c. Incorporate a new power service meter in the design.
 - d. Coordinate with Southern California Edison to generate the necessary plans and work order for this installation.
 4. Electrical Design
 - a. Provide a new electrical service, transformer, and emergency back-up generator. The emergency back-up generator shall include an automatic switch gear in the design.
 - b. Coordinate with the City and its SCADA system consultant Morrow Meadows to provide for system monitoring and control.



5. Plan Formats & Submittals
 - a. Prepare design plans utilizing Microstation Version 8.
 - b. Prepare a Preliminary (60%) Plan set, including the following submittals at a minimum.
 1. Demolition Plan
 2. Site Plan (Paving, Entrances, Manways, Vaults)
 3. Preliminary Structural Plan (including structural calculations)
 4. Piping Plan
 5. Electrical Plans and schematics
 6. Initial Catalog cuts for equipment and material
 - c. Upon completion of 60% and 90% plans and technical specifications, submit three (3) sets of Plans and accompanied material to the City for review.
 - d. Include the following components in the Final Plans and Contract Documents (including Technical Specifications).
 1. General Sheets – title sheet, general notes, index to sheets, bench marks horizontal control, and vicinity and location maps.
 2. Civil Sheets – rough and final grading, demolition, site piping (inlet and outlet) and profiles, site improvements, sewer, and civil detail .
 3. Mechanical Sheets – pumps, piping, vault plans, valve and fittings, ladders, stairs, hatches, miscellaneous metal items, and hardware and mechanical details.
 4. Architectural Sheets – building and exterior treatment.
 5. Structural Sheets – general notes and details, foundation, longitudinal and transverse sections, miscellaneous sections, hatch openings section details, and ladder details.
 6. Electrical – electrical symbols notes and abbreviations, electrical service, transformer, single line diagram, lighting plan, motor control center, conduit schedule, panel connections, connection diagram, and electrical site plan.
 - e. Provide Final Plans in Microstation Version 8 with a set of original mylars for reproduction in 22"x34" and 11"x17" formats. Submit the final set of



plans and specifications on digital media on DC ROM in Microstation Version 8 and Microsoft Word file formats.

C. TASK 3 – ALTA VISTA ENVIRONMENTAL PROCESSING

1. Prepare the initial study and associated reports, architectural renderings, exhibits, notifications, and any other documentation to prepare a CEQA Categorical Exemption or Negative Declaration and/or other required environmental impact declarations required for construction for the pump station.
2. Prepare a Mitigated Negative Declaration (MND) for the new pump station. Coordinate the processing with the City's Planning Department.
3. Provide three (3) hard copies and one (1) electronic copy of reports, exhibits, and other documentation determined to be necessary.

D. TASK 4 – ALTA VISTA PREPARATION OF CONTRACT DOCUMENTS

1. Prepare and compile a complete set of contract documents including the Notice Inviting Bidders, Instructions to Bidders, Bid Schedule, Agreement, Supplemental General Conditions, Special Provisions and Technical Specifications.
2. Prepare the General and Special Provisions in accordance with the Standard Specifications for Public Works construction 2003 Edition, including all supplements to date.
3. Prepare the Technical Specifications in the CSI format and include the following primary sections.
 - a. General requirements
 - b. Sitework
 - c. Concrete
 - d. Metals
 - e. Finishes
 - f. Equipment
 - g. Mechanical
 - h. Electrical
 - i. Instrumentation
 - j. Testing
4. Append the Standard Drawings and Geotechnical Reports to the documents.

E. TASK 5 - ALTA VISTA PROJECT MANAGEMENT & MEETINGS

1. Provide on-going and frequent communication with City on project status, identifying potential project issues, and recommending resolutions.



2. Maintain contact with City staff via telephone and email on a continual basis. Provide and plan a kick-off meeting and monthly coordination meetings.
3. Provide and plan for up to fourteen coordination meetings with the City and the City's SCADA consultant Morrow Meadows.

F. TASK 6 - ALTA VISTA PREPARATION OF ENGINEER'S ESTIMATE

1. Prepare an Engineer's Estimate of Probable Cost at the 60% and Final Plans stage of design submittals.
2. Ensure City has the flexibility to make ongoing decisions as to the scope and extent of the proposed project.

G. TASK 7 - ALTA VISTA BIDDING AND CONSTRUCTION SUPPORT SERVICES

1. Provide construction management support services, including attending the pre-bid meeting, addressing questions from contractors during bidding, preparation of addendums, review of shop drawings and submittals, responses to request for clarifications and request for information during construction.
2. Provide weekly inspections of six hours for a 12 week period.
3. Upon completion of construction of the pump station, prepare As-Built Drawings based on the redlines prepared by the Contractor and Inspector.
4. Attend the start-up of new pump station.

H. TASK 8 - ALTA VISTA OPERATION AND MAINTENANCE MANUALS

Provide four (4) hard copies and one (1) electronic copy of the O&M Manual, which shall include without limitation the following items.

1. Introduction including location and service maps, owner and facility name, address and phone number.
2. Description of facility including design parameters, assumptions and considerations.
3. Copy of approved shop drawings and submittals.
4. Safety precautions and procedures.
5. Start-up procedures.



6. Preventative maintenance procedures.
7. Corrective maintenance procedures.
8. Emergency shut down procedures.
9. Record keeping, reporting and notification procedures.
10. Cut-away view of equipment with parts list.
11. List of supplied and/or recommended spare parts list.
12. List of equipment suppliers and contact information for spare parts and service.

I. TASK 9 - GEOPHYSICAL SERVICES

Perform geophysical survey services pertaining to the Rindge, Yacht Club Way, Portofino, and Alta Vista Pump Stations. Locate detectable underground utilities and obstructions at each of the pump station facilities. Survey shall include the following items.

1. Geonics EM61 time domain instrument
2. Schonstedt GA-52 magnetic gradiometer
3. Fisher M-Scope TW-6 pipe and cable locator
4. RD8000 line tracer
5. GSSI SIR 3000 ground penetrating radar (GPR) unit using a 400 MHz transducer

J. TASK 10 - STORMWATER TRASH TMDL SCREENING

1. Prepare Plans and Specifications for three new Continuous Deflective Separation Treatment units. Coordinate with the City and Contech Engineering to obtain details on sizing, location, and requirements for compliance with the "full capture" screening method.
2. Prepare preliminary design reports for each site with 90% and 100% plans to include the following items.
 - a. Piping
 - b. Civil grading
 - c. Excavation
 - d. Backfill
 - e. Connection details
 - f. Above ground paving/landscape restoration



EXHIBIT "C-1"
COMPENSATION

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

A. **AMOUNT.** Consultant shall be paid in accordance with the following hourly rates.

Hourly Rate Schedule	
Description	Hourly Rate
Principal	\$240
Project Manager	\$190
Project Engineer	\$156
Construction Engineer	\$156
Design Engineer / Modeler	\$136
Structural Engineer	\$156
Electrical Engineer	\$156
Sr. CAD Designer	\$117
Instrumentation & Controls Specialist	\$125
Project Coordinator / Admin Support	\$70

Notwithstanding the foregoing, in no event, shall Consultant's compensation, including all expenses, materials, labor, shipping, tax and travel exceed the following amounts for each task as described in Exhibit "A-1".

Task	Cost
Task 1 - Data Collection and Assessment	\$16,965
Task 2 - Design of New Pump Station	\$70,462
Task 3 - Environmental Processing	\$ 31,233
Task 4 - Preparation of Contract Documents	\$ 8,214
Task 5 - Project Management and Meetings	\$ 8,748
Task 6 - Preparation of Engineer's Estimate	\$ 4,366
Task 7 - Bidding & Construction Support Services	\$44,043
Task 8 - Operation & Maintenance Manual	\$ 3,162
Task 9 - Geophysical Surveys	\$9,216
Task 10 - Stormwater Trash TMDL Screening	\$36,190
Total for Exhibit "A-1"	\$232,599

Contractor's total compensation, including the amount paid under the Agreement dated July 5, 2016 shall not exceed \$693,077.



- B. METHOD OF PAYMENT.** Consultant shall provide monthly invoices based upon the time spent during the previous month to City for approval and payment. Invoices shall be based on the time spent and work completed in the month prior to the invoice submission. Consultant shall submit two hard copies of the invoice with supporting documentation. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City.
- C. SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of receipt of the monthly invoice; provided, however, that payments by City shall not exceed the proportion of the phase or task completed, and payment for each phase or task shall not exceed the amounts described in Section A of this Exhibit "C".
- D. NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Pacific Advanced Civil Engineering, Inc.
17520 Newhope Street
Fountain Valley, CA 92708
Attn: Andy Komor

City: City of Redondo Beach
Public Works Department, the Engineering Division
415 Diamond Street
Redondo Beach, CA 90277
Attn: Wisam Altowaiji

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/15/2016

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher & Co.
Insurance Brokers of CA, Inc. LIC #0726293
18201 Von Karman Ave Suite 200
Irvine CA 92612

CONTACT NAME: Arthur J Gallagher & Co.
PHONE (A/C, No, Ext): 949-349-9800 **FAX (A/C, No):** 949-349-9962
E-MAIL ADDRESS: occertificaterequest@ajg.com

INSURED PACIAQU-02
Pacific Advanced Civil Engineering Inc
17520 Newhope St.
Fountain Valley, CA 92708

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A - Berkshire Hathaway Homestate Insura	20044
INSURER B - United Specialty Insurance Company	12537
INSURER C - Atlantic Specialty Insurance Compan	27154
INSURER D - Arch Specialty Insurance Company	21199
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 258011136 **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 CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	BTO1618317	4/30/2016	4/30/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	7100322160004	4/30/2016	4/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	PAWC705905	3/2/2016	3/2/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
D	PROF & POLLUTION LIAB RETRO DATE: 1/01/1995			CPP0055298-03	4/30/2016	4/30/2017	Each Claim 3,000,000 Aggregate 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as additional insured/primary non-contributory/waiver of subrogation applies on the general liability, per the attached forms CG20100413, CG20370704, USCIVEN104021107 and CG24041093. *General Liability Per Project Aggregate: Capped at \$5,000,000 General Aggregate Limit.* Certificate holder is included as additional insured/waiver of subrogation applies, per the attached form VCA2010109. Waiver of subrogation applies to the certificate holder on the workers compensation policy, per the attached forms WC990410B914 (State of CA), WC000313484 (State of AZ)
RE. 752 Rindge Lane.
Certificate Holder(s) Continued: The City, its officers, elected and appointed officials, employees, and volunteers.

CERTIFICATE HOLDER
City of Redondo Beach
Public Works Department
Engineering Services Division
Attn: Geraldine Trivedi, P.E.
415 Diamond Street, Door E
Redondo Beach CA 90277

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
Philip Kerrigan

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
When required by written contract	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
As per written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY

USIC VEN 104 02 11 07

PRIMARY AND NON-CONTRIBUTORY WORDING

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

Any coverage provided to an Additional Insured shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

- 1) a written contract or written agreement specifically requires that this insurance apply on a primary and non-contributory basis; or
- 2) prior to a loss, you request in writing and we agree that this insurance shall apply on a primary and non-contributory basis.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: As per written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

@VANTAGE FOR AUTOMOBILE

This endorsement modifies insurance provided under the following.

BUSINESS AUTO COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured By Contract	12. Employee Hired Autos
2. Airbag Discharge	13. Fellow Employee Exclusion
3. Auto Theft Reward	14. Glass Repair – Waiver of Deductible
4. Blanket Waiver of Subrogation	15. Hired Auto Physical Damage Coverage
5. Bodily Injury Redefined – Mental Anguish	16. Lease Gap Coverage
6. Broad Form Named Insured	17. Liability Coverage – Supplementary Payments
7. Communications Equipment	18. Newly Formed or Acquired Organizations
8. Diminution in Value	19. Physical Damage – Transportation Expenses
9. Drive Other Car – Executive Officers	20. Rental Reimbursement – Private Passenger Vehicles
10. Duties In The Event of Accident, Claim, Suit or Loss	21. Towing – Any Covered Auto
11. Employees As Insureds	

1. ADDITIONAL INSURED BY CONTRACT

The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include as an additional "insured" any person or organization with whom you agreed in a written contract, written agreement or permit, to provide insurance such as is afforded under this Coverage Form. Such person or organization is an "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by your maintenance, operation or use of your covered "autos".

With respect to the insurance afforded to these additional "insureds", this insurance does not apply:

- a. Unless the written contract or agreement has been executed or the permit has been issued prior to the "bodily injury" or "property damage";
- b. To any person or organization included as an "insured" by endorsement or in the Declarations; or
- c. To any lessor of "autos" when their contract or agreement with you for such leased "auto" ends.

2. AIRBAG DISCHARGE

If you purchased physical damage coverage for a covered "auto" under this policy, we will pay to reset or replace an airbag that accidentally discharges without the vehicle being involved in an accident. No deductible applies to this additional coverage. However, this coverage only applies if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the airbag to discharge.

3. AUTO THEFT REWARD

We will pay up to a \$2,000 reward in the event of a covered loss, for information leading to the arrest and conviction of anyone stealing a covered "auto". A reward will not be paid to you, a family member, employee or any public official while performing their duty.

4. BLANKET WAIVER OF SUBROGATION

The **Transfer Of Rights of Recovery Against Others To Us** condition under **SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A. LOSS CONDITIONS** is replaced by the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the contract is in writing and executed prior to the "bodily injury" or "property damage".

5. BODILY INJURY REDEFINED – MENTAL ANGUISH

The definition of "bodily injury" under **SECTION V – DEFINITIONS** is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

6. BROAD FORM NAMED INSURED

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include the following:

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form will be a Named Insured until the 180th day or the end of the policy period whichever comes first, provided there is no other similar insurance available to that organization.

- b. Paragraph a. of this provision 6. does not apply to "bodily injury" or "property damage" for which an "insured" is also an "insured" under any other automobile policy or would be an "insured" under such a policy, but for its termination or the exhaustion of its Limit of Insurance.

7. COMMUNICATIONS EQUIPMENT

- a. The exclusion for electronic equipment under **Exclusions of SECTION III – PHYSICAL DAMAGE COVERAGE** does not apply to loss of any permanently installed, non-removable communications equipment designed for use as a:

1. Citizen's band radio;
2. Two-way mobile radio or telephone;
3. Scanning monitor receiver; or
4. GPS Navigation System,

including its antenna and other accessories.

- b. No Deductible applies to this additional coverage.

- c. The most we will pay for this coverage is \$5,000 per occurrence.

8. DIMINUTION IN VALUE

The "diminution in value" exclusion under **SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions** does not apply if the covered "auto" is a private passenger "auto" and is leased, rented, hired or borrowed without a driver for a period of 30 days or less and is used in the conduct of the insured's business. The most we will pay for "loss" arising out of an "accident" is the lesser of \$7,500 or 20% of the actual cash value of the "auto" as determined by Kelley Blue Book or other independent valuation sources.

9. DRIVE OTHER CAR – EXECUTIVE OFFICERS

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include:

If you are designated in the Declarations as:

1. An individual; you and your spouse.
2. A partnership; your partners and their spouses.
3. An organization other than an individual or a partnership; your "executive officers" and their spouses.

- b. **SECTION II – LIABILITY COVERAGE** and **SECTION III – PHYSICAL DAMAGE COVERAGE** are extended to include "autos" you don't own, hire, lease or borrow while in the care, custody or control of an "insured" listed in 9.a. This does not include any "auto":

1. Owned by any "insured" listed in 9.a., or any member of their household, including any such "auto" that is owned but not insured;
2. Used by an "insured" listed in 9.a. while working in the business of selling, servicing, repairing or parking autos; or
3. Insured under another policy of insurance.

If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are covered on this policy, then insureds listed in 9.a. above and family members residing in the same households are "insureds" while:

1. Occupying as a passenger; or
2. A pedestrian when struck by,

any "auto" you do not own, hire, lease or borrow, except any "auto" owned by that "insured" listed in 9.a, their family members or an "auto" insured under any other policy.

- c. The limits and deductibles applicable to this provision will be the largest applicable to any owned "auto" for the specific insurance.

- d. The following definition is added to the **DEFINITIONS** section of the policy:
"Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.
- e. The **Other Insurance Condition**, under **Section IV – BUSINESS AUTO CONDITIONS**, does not apply to the provisions of this Drive Other Car endorsement. There is no "other insurance" applicable to this endorsement.

10. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS – the Duties In The Event Of Accident, Claim, Suit Or Loss Condition** is amended as follows:

The requirements that you must:

- a. Notify us of an "accident", claim, "suit" or "loss"; and
- b. Send us documents concerning a claim or "suit",
apply only when such "accident", claim, "suit" or "loss" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. An executive officer of the corporation or insurance manager, if you are a corporation; or
 - d. A manager, if you are a limited liability company.

11. EMPLOYEES AS INSUREDS

The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is changed by adding the following:

Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs. This coverage is excess over any other collectible insurance.

12. EMPLOYEE HIRED AUTOS

The following is added to the **Who Is An Insured Provision**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

For purposes of this coverage grant, paragraph 5.b. of the **Other Insurance Condition** in the Business Auto Coverage Form is replaced by the following:

- b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:
 - 1. Any covered "auto" you lease, hire, rent or borrow; and
 - 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage is excess over any other collectible insurance.

13. FELLOW EMPLOYEE EXCLUSION

The **Fellow Employee exclusion** under **SECTION II – LIABILITY COVERAGE** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. This coverage is excess over any other insurance.

14. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under paragraph **D. – Deductible –** of **SECTION III – PHYSICAL DAMAGE COVERAGE**, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

15. HIRED AUTO – PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" under **SECTION II – LIABILITY COVERAGE** and if **Comprehensive, Specified Causes of Loss**, or **Collision** coverages are provided under this policy for any "auto" you own, then **SECTION III – PHYSICAL DAMAGE COVERAGE** is extended to "autos" you hire, subject to the following limit:

The most we will pay for "loss" to any hired "auto" is the lesser of:

- a. \$75,000 for "autos" of the private passenger type and \$50,000 for all other "autos";

- b. The actual cash value; or
- c. The cost of repairing or replacing it with other property of like kind or quality.

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if the following conditions are met:

- a. It results from an accident;
- b. You are legally liable; and
- c. The lessor incurs an actual financial loss.

The most we will pay for this loss of use coverage is \$1,000 per "accident".

16. LEASE GAP COVERAGE

Under paragraph C. Limit of Insurance – of SECTION III – PHYSICAL DAMAGE COVERAGE, the following is added:

If a covered "auto" is leased, we will also pay the difference between the actual cash value of a covered "auto" at the time of "loss" and the remaining balance on your lease if the following conditions are met:

- a. The "auto" has a long term lease and is covered on this policy.
- b. The lessor is added as an Additional Insured in a written lease agreement.
- c. You are legally obligated for the remaining balance.

We will not pay for any amounts representing excess wear and tear charges; additional mileage charges; taxes; overdue payments; penalties, interest or charges resulting from overdue payments; or lease termination fees.

17. LIABILITY COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

Under SECTION II – LIABILITY COVERAGE, the Coverage Extension for Supplementary Payments is revised as follows:

- a. The limit for the cost of bail bonds is amended to \$3,500
- b. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

18. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

- a. The Who Is An Insured provision under SECTION II – LIABILITY COVERAGE is amended to include as an "insured" any organization that is formed or acquired by you and over which you maintain majority ownership.
- b. Paragraph a. of this provision 18. does not apply to any organization:
 - 1. That is a joint venture or partnership;
 - 2. That is an "insured" under any other policy;
 - 3. That has exhausted its Limit of Insurance under any other policy; or
 - 4. 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.
- c. Paragraph a. of this provision 18. does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

19. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES COVERAGE

Under SECTION III – PHYSICAL DAMAGE Coverage Extensions, the limit for Transportation Expenses is amended to \$75 per day and the maximum is amended to \$2,250.

20. RENTAL REIMBURSEMENT

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" of the private passenger type because of "loss" to a "covered auto" of the private passenger type. Payment applies in addition to the otherwise applicable amount of each coverage you have on a "covered auto". No deductibles apply to this coverage.

We will pay those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, six (6) days after the "loss".

Payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred.
2. The maximum daily payment of \$25 for any one day.

This coverage does not apply while there are spare or reserve "autos" available to you.

If "loss" results from the total theft of the private passenger "auto", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Extension.

21. TOWING – COVERED AUTOS

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Coverage for Towing is amended as follows:

- a. This coverage applies to any covered "auto" for which a premium charge for towing and labor is shown in the Schedule or in the Declarations.
- b. The limit is \$100.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT- CALIFORNIA
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be 2% of the total manual premium otherwise due on such remuneration. The minimum premium for this endorsement is \$350.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE**BLANKET WAIVER**

Person/Organization Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description	Waiver Premium
All CA Operations	3388.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/02/2016

Policy No. PAWC705905

Endorsement No.

Insured

Premium \$

Insurance Company Berkshire Hathaway Homestate Ins Co

Countersigned by _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization:	Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
Job Description	Waiver Premium
All AZ Operations	737.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 03/02/2016

Policy No.: PAWC705905

Endorsement No.:

Insured:

Premium \$

Insurance Company: Berkshire Hathaway Homestate Ins Co

Countersigned by _____

WC 00 03 13

(Ed. 4-84)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2019

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. License #0726293 18201 Von Karman Ave Suite 200 Irvine CA 92612	CONTACT NAME: Arthur J. Gallagher & Co.	
	PHONE (A/C, No. Ext): 818 539-1492	FAX (A/C, No): 818 539-1792
E-MAIL ADDRESS: CertRequests@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Evanston Insurance Company		35378
INSURER B: Atlantic Specialty Insurance Company		27154
INSURER C: Berkshire Hathaway Homestate Insurance Company		20044
INSURER D: Arch Specialty Insurance Company		21199
INSURER E:		
INSURER F:		

INSURED PACIAQU-02
 Pacific Advanced Civil Engineering Inc
 17520 Newhope St.
 Fountain Valley, CA 92708


COVERAGES **CERTIFICATE NUMBER:** 1986707061 **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 CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		MKLV5PBC00074	4/30/2018	4/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	710032216-0006	4/30/2018	4/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	MKLV5EUL100961	4/30/2018	4/30/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PAWC915027	3/2/2019	3/2/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROF & POLLUTION LIAB RETRO DATE: 1/01/1995			CPP00110005	4/30/2018	4/30/2019	Each Claim Aggregate 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is included as additional insured/primary non-contributory on the general liability, per the attached forms CG20101185, and CG 20010413.
 Certificate holder is included as additional insured on the auto liability policy, per the attached form VCA2010109. General Liability Aggregate PER PROJECT: 2,000,000
 RE: 752 Rindge Lane.
 Certificate Holder(s) Continued: The City, its officers, elected and appointed officials, employees, and volunteers.

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach COI Public Works Department Engineering Services Division Redondo Beach CA 90277	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 
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**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
(FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

As required by written contract executed by both parties prior to loss
Applies to commercial work only

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your Work" for that insured by or for you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

@VANTAGE FOR AUTOMOBILE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured By Contract	12. Employee Hired Autos
2. Airbag Discharge	13. Fellow Employee Exclusion
3. Auto Theft Reward	14. Glass Repair – Waiver of Deductible
4. Blanket Waiver of Subrogation	15. Hired Auto Physical Damage Coverage
5. Bodily Injury Redefined – Mental Anguish	16. Lease Gap Coverage
6. Broad Form Named Insured	17. Liability Coverage – Supplementary Payments
7. Communications Equipment	18. Newly Formed or Acquired Organizations
8. Diminution in Value	19. Physical Damage – Transportation Expenses
9. Drive Other Car – Executive Officers	20. Rental Reimbursement – Private Passenger Vehicles
10. Duties In The Event of Accident, Claim, Suit or Loss	21. Towing – Any Covered Auto
11. Employees As Insureds	

1. ADDITIONAL INSURED BY CONTRACT

The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include as an additional "insured" any person or organization with whom you agreed in a written contract, written agreement or permit, to provide insurance such as is afforded under this Coverage Form. Such person or organization is an "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by your maintenance, operation or use of your covered "autos".

With respect to the insurance afforded to these additional "insureds", this insurance does not apply:

- a. Unless the written contract or agreement has been executed or the permit has been issued prior to the "bodily injury" or "property damage";
- b. To any person or organization included as an "insured" by endorsement or in the Declarations; or
- c. To any lessor of "autos" when their contract or agreement with you for such leased "auto" ends.

2. AIRBAG DISCHARGE

If you purchased physical damage coverage for a covered "auto" under this policy, we will pay to reset or replace an airbag that accidentally discharges without the vehicle being involved in an accident. No deductible applies to this additional coverage. However, this coverage only applies if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the airbag to discharge.

3. AUTO THEFT REWARD

We will pay up to a \$2,000 reward in the event of a covered loss, for information leading to the arrest and conviction of anyone stealing a covered "auto". A reward will not be paid to you, a family member, employee or any public official while performing their duty.

4. BLANKET WAIVER OF SUBROGATION

The **Transfer Of Rights of Recovery Against Others To Us** condition under **SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A. LOSS CONDITIONS** is replaced by the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the contract is in writing and executed prior to the "bodily injury" or "property damage".

5. BODILY INJURY REDEFINED – MENTAL ANGUISH

The definition of "bodily injury" under **SECTION V – DEFINITIONS** is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

6. BROAD FORM NAMED INSURED

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include the following:

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form will be a Named Insured until the 180th day or the end of the policy period whichever comes first, provided there is no other similar insurance available to that organization.

- b. Paragraph a. of this provision 6. does not apply to "bodily injury" or "property damage" for which an "insured" is also an "insured" under any other automobile policy or would be an "insured" under such a policy, but for its termination or the exhaustion of its Limit of Insurance.

7. COMMUNICATIONS EQUIPMENT

- a. The exclusion for electronic equipment under **Exclusions of SECTION III – PHYSICAL DAMAGE COVERAGE** does not apply to loss of any permanently installed, non-removable communications equipment designed for use as a:

1. Citizen's band radio;
 2. Two-way mobile radio or telephone;
 3. Scanning monitor receiver; or
 4. GPS Navigation System,
- including its antenna and other accessories.

- b. No Deductible applies to this additional coverage.

- c. The most we will pay for this coverage is \$5,000 per occurrence.

8. DIMINUTION IN VALUE

The "diminution in value" exclusion under **SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions** does not apply if the covered "auto" is a private passenger "auto" and is leased, rented, hired or borrowed without a driver for a period of 30 days or less and is used in the conduct of the insured's business. The most we will pay for "loss" arising out of an "accident" is the lesser of \$7,500 or 20% of the actual cash value of the "auto" as determined by Kelley Blue Book or other independent valuation sources.

9. DRIVE OTHER CAR – EXECUTIVE OFFICERS

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include:

if you are designated in the Declarations as:

1. An individual; you and your spouse.
2. A partnership; your partners and their spouses.
3. An organization other than an individual or a partnership; your "executive officers" and their spouses.

- b. **SECTION II – LIABILITY COVERAGE** and **SECTION III – PHYSICAL DAMAGE COVERAGE** are extended to include "autos" you don't own, hire, lease or borrow while in the care, custody or control of an "insured" listed in 9.a. This does not include any "auto":

1. Owned by any "insured" listed in 9.a., or any member of their household, including any such "auto" that is owned but not insured;
2. Used by an "insured" listed in 9.a. while working in the business of selling, servicing, repairing or parking autos; or
3. Insured under another policy of insurance.

If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are covered on this policy, then insureds listed in 9.a. above and family members residing in the same households are "insureds" while:

1. Occupying as a passenger; or
2. A pedestrian when struck by,

any "auto" you do not own, hire, lease or borrow, except any "auto" owned by that "insured" listed in 9.a. their family members or an "auto" insured under any other policy.

- c. The limits and deductibles applicable to this provision will be the largest applicable to any owned "auto" for the specific insurance.

d. The following definition is added to the **DEFINITIONS** section of the policy:

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.

e. The **Other Insurance Condition**, under **Section IV – BUSINESS AUTO CONDITIONS**, does not apply to the provisions of this Drive Other Car endorsement. There is no "other insurance" applicable to this endorsement.

10. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS – the Duties In The Event Of Accident, Claim, Suit Or Loss Condition** is amended as follows:

The requirements that you must:

- a. Notify us of an "accident", claim, "suit" or "loss"; and
- b. Send us documents concerning a claim or "suit",

apply only when such "accident", claim, "suit" or "loss" is known to:

- a. You, if you are an individual;
- b. A partner, if you are a partnership;
- c. An executive officer of the corporation or insurance manager, if you are a corporation; or
- d. A manager, if you are a limited liability company.

11. EMPLOYEES AS INSURED

The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is changed by adding the following:

Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs. This coverage is excess over any other collectible insurance.

12. EMPLOYEE HIRED AUTOS

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

For purposes of this coverage grant, paragraph 5.b. of the **Other Insurance Condition** in the Business Auto Coverage Form is replaced by the following:

- b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:
 1. Any covered "auto" you lease, hire, rent or borrow; and
 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage is excess over any other collectible insurance.

13. FELLOW EMPLOYEE EXCLUSION

The **Fellow Employee exclusion** under **SECTION II – LIABILITY COVERAGE** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. This coverage is excess over any other insurance.

14. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under paragraph D. – **Deductible – of SECTION III – PHYSICAL DAMAGE COVERAGE**, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

15. HIRED AUTO – PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" under **SECTION II – LIABILITY COVERAGE** and if **Comprehensive, Specified Causes of Loss, or Collision** coverages are provided under this policy for any "auto" you own, then **SECTION III – PHYSICAL DAMAGE COVERAGE** is extended to "autos" you hire, subject to the following limit:

The most we will pay for "loss" to any hired "auto" is the lesser of:

- a. \$75,000 for "autos" of the private passenger type and \$50,000 for all other "autos";

- b. The actual cash value; or
- c. The cost of repairing or replacing it with other property of like kind or quality.

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if the following conditions are met:

- a. It results from an accident;
- b. You are legally liable; and
- c. The lessor incurs an actual financial loss.

The most we will pay for this loss of use coverage is \$1,000 per "accident".

16. LEASE GAP COVERAGE

Under paragraph C. **Limit of Insurance** – of **SECTION III – PHYSICAL DAMAGE COVERAGE**, the following is added:

If a covered "auto" is leased, we will also pay the difference between the actual cash value of a covered "auto" at the time of "loss" and the remaining balance on your lease if the following conditions are met:

- a. The "auto" has a long term lease and is covered on this policy.
- b. The lessor is added as an Additional Insured in a written lease agreement.
- c. You are legally obligated for the remaining balance.

We will not pay for any amounts representing excess wear and tear charges; additional mileage charges; taxes; overdue payments; penalties, interest or charges resulting from overdue payments; or lease termination fees.

17. LIABILITY COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

Under **SECTION II – LIABILITY COVERAGE**, the Coverage Extension for **Supplementary Payments** is revised as follows:

- a. The limit for the cost of bail bonds is amended to \$3,500.
- b. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

18. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include as an "insured" any organization that is formed or acquired by you and over which you maintain majority ownership.
- b. Paragraph a. of this provision 18. does not apply to any organization:
 - 1. That is a joint venture or partnership;
 - 2. That is an "insured" under any other policy;
 - 3. That has exhausted its Limit of Insurance under any other policy; or
 - 4. 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.
- c. Paragraph a. of this provision 18. does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

19. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES COVERAGE

Under **SECTION III – PHYSICAL DAMAGE** Coverage Extensions, the limit for **Transportation Expenses** is amended to \$75 per day and the maximum is amended to \$2,250.

20. RENTAL REIMBURSEMENT

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" of the private passenger type because of "loss" to a "covered auto" of the private passenger type. Payment applies in addition to the otherwise applicable amount of each coverage you have on a "covered auto". No deductibles apply to this coverage.

We will pay those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, six (6) days after the "loss".

Payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred.
2. The maximum daily payment of \$25 for any one day.

This coverage does not apply while there are spare or reserve "autos" available to you.

If "loss" results from the total theft of the private passenger "auto", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Extension.

21. TOWING – COVERED AUTOS

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Coverage for Towing is amended as follows:

- a. This coverage applies to any covered "auto" for which a premium charge for towing and labor is shown in the Schedule or in the Declarations.
- b. The limit is \$100.

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND PACIFIC ADVANCED CIVIL ENGINEERING, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Pacific Advanced Civil Engineering, Inc., a California Corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. 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. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. 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. Brokers. 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. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, 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. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of 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. Changes and Extra Work. 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 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. Professional Ability. 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. Business License. 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. Termination in the Event of Default. 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. Indemnity Design Professional Services. 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.



- 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) not covered by the foregoing paragraph, 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. Nonwaiver of Rights. 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. Waiver of Right of Subrogation. 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. Insurance. 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. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
 17. Compliance with Laws. 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, and non-discrimination 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 twenty-



five 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 1 1/2 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. Prevailing Wages. City and Consultant acknowledge that 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. Limitations upon Subcontracting and Assignment. 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.

19. Subcontractors. 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.
20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
23. Non-Exclusivity. 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.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of



law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.

29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
30. Claims. Any claim by 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.
31. Interpretation. 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.
32. Warranty. 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.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of 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.



35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

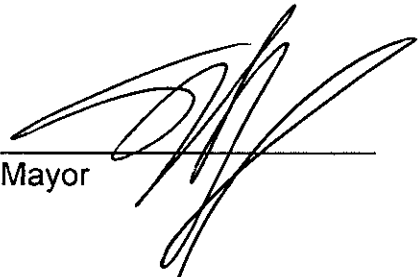
SIGNATURES FOLLOW ON NEXT PAGE



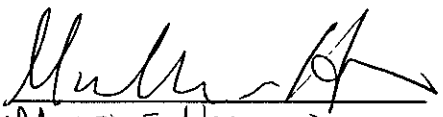
IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 5th day of July, 2016.

CITY OF REDONDO BEACH

PACIFIC ADVANCED CIVIL ENGINEERING, INC.

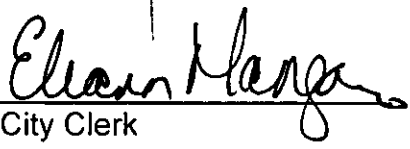


Mayor


By: 
Name: MICHELLE HOALTON
Title: VICE PRESIDENT

ATTEST:

APPROVED:



City Clerk



Risk Manager

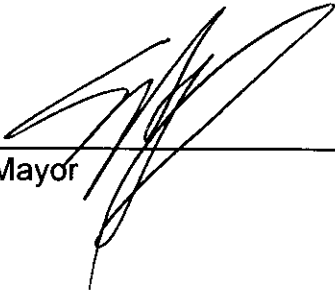
APPROVED AS TO FORM:

City Attorney's Office



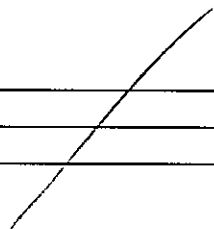
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CITY OF REDONDO BEACH

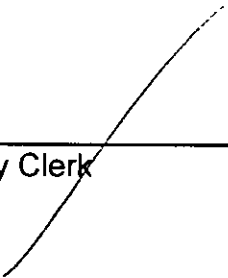


Mayor

PACIFIC ADVANCED CIVIL ENGINEERING,
INC.

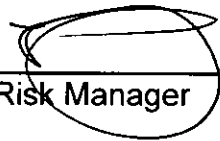
By: _____
Name: _____
Title: _____


ATTEST:



City Clerk

APPROVED:



Risk Manager

APPROVED AS TO FORM:



City Attorney's Office



EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONSULTANT'S DUTIES

Consultant shall perform the following duties to rehabilitate and replace the Rindge Sewer and the Yacht Club Way & Portofino Way Pump Stations, and associated appurtenances.

A. TASK 1 – DATA COLLECTION AND ASSESSMENT

1. Review and validate the City's current System Evaluation & Capacity Assurance Plan findings, and collect all existing data and information relevant to the Rindge, Yacht Club Way, and Portofino Way Pump Stations.
2. Provide materials, including maps, drawings, sewer system hydraulic analysis, and the preferred list of manufacturer and equipment for mechanical and electrical components.
3. Conduct preliminary survey including topography, underground utilities and geotechnical investigation, including two subsurface soil borings for each site.

B. TASK 2 – DESIGN OF NEW SEWAGE PUMP STATION

1. Preliminary Design Report
 - a. Prepare a Preliminary Design Report to evaluate alternative locations and facilities for the new pump stations before the final design.
 - b. Include a submersible facility with two pumps capable of conveying the peak wet weather flow, a standby generator with an automatic transfer switch, two ultrasonic level sensors, backup float switches, Programmable Logic Controllers, Human Machine Interface, and Supervisory Control and Data Acquisition (SCADA) in the design.
 - c. Complete a Preliminary Design Report and have it wet stamped by a licensed Civil Engineer.
 - d. Include the replacement of the existing force main along an alternative alignment and any aboveground enclosures in the design.
 - e. Include the following components in the Preliminary Design Report.
 1. An alternative location analysis including a map showing alternative locations evaluated and rational for selecting the recommended site.
 2. Preliminary facility layout.



3. Preliminary piping schematic for inflow and forcemain pipelines and modifications to connections.
 4. Listing of preferred manufacturer and equipment for mechanical and electrical components.
 5. Architectural rendering and conceptual floor plan.
 6. Conceptual cost estimate.
2. Staging and Demolition Plan
 - a. Prepare a Staging and Demolition Plan for the removal and disposal of the existing station upon completion of the new station.
 - b. Maintain all existing flows during construction either through by-pass methods or by making the new pump station operational before the removal of the existing station.
 3. Structural Design
 - a. Prepare structural design in compliance with all applicable codes and requirements including the City's Building Department.
 - b. Provide structural design calculations that are certified by a Licensed Structural Engineer (wet stamped).
 - c. Incorporate a new 480V 3ph service meter in the design.
 - d. Coordinate with Southern California Edison to generate the necessary plans and work order for this installation.
 4. Electrical Design
 - a. Provide a new electrical service, transformer, and emergency back-up generator. Include an automatic switch gear in the emergency back-up generator design.
 - b. Coordinate with the City and its SCADA system consultant Morrow Meadows to provide for system monitoring and control.
 5. Plan Formats & Submittals
 - a. Prepare design plans utilizing Microstation Version 8.
 - b. Prepare a Preliminary (60%) Plan set, including the following submittals at a minimum.
 1. Demolition Plan



2. Site Plan (Paving, Entrances, Manways, Vaults)
 3. Preliminary Structural Plan (including structural calculations)
 4. Piping Plan
 5. Electrical Plans and schematics
 6. Initial Catalog cuts for equipment and material
- c. Upon completion of 60% and 90% plans and technical specifications, submit three (3) sets of Plans and accompanied material to the City for review.
- d. Include the following components in the Final Plans and Contract Documents (including Technical Specifications).
1. General Sheets – title sheet, general notes, index to sheets, bench marks horizontal control, and vicinity and location maps.
 2. Civil Sheets – rough and final grading, demolition, site piping (inlet and outlet) and profiles, site improvements, sewer, and civil detail.
 3. Mechanical Sheets – pumps, piping, vault plans, valve and fittings, ladders, stairs, hatches, miscellaneous metal items, and hardware and mechanical details.
 4. Architectural Sheets – building and exterior treatment.
 5. Structural Sheets – general notes and details, foundation, longitudinal and transverse sections, miscellaneous sections, hatch openings section details, and ladder details.
 6. Electrical – electrical symbols notes and abbreviations, electrical service, transformer, single line diagram, lighting plan, motor control center, conduit schedule, panel connections, connection diagram, and electrical site plan.
- e. Provide Final Plans in Microstation Version 8 with a set of original mylars for reproduction in 22"x34" and 11"x17" formats. Submit the final set of plans and specifications on digital media on DC ROM in Microstation Version 8 and Microsoft Word file formats.

C. TASK 3 – ENVIRONMENTAL PROCESSING

1. Prepare the initial study and associated reports, architectural renderings, exhibits, notifications, and any other documentation to prepare a CEQA



Categorical Exemption or Negative Declaration and/or other required environmental impact declarations required for construction for two pump stations.

2. Prepare one Mitigated Negative Declaration (MND) for one pump station. Coordinate the processing with the City's Planning Department.
3. Provide three (3) hard copies and one (1) electronic copy of reports, exhibits, and other documentation determined to be necessary.

D. TASK 4 – PREPARATION OF CONTRACT DOCUMENTS

1. Prepare and compile a complete set of contract documents including the Notice Inviting Bidders, Instructions to Bidders, Bid Schedule, Agreement, Supplemental General Conditions, Special Provisions and Technical Specifications.
2. Prepare the General and Special Provisions in accordance with the Standard Specifications for Public Works construction 2003 Edition, including all supplements to date.
3. Prepare the Technical Specifications in the CSI format and include the following primary sections.
 - a. General requirements
 - b. Sitework
 - c. Concrete
 - d. Metals
 - e. Finishes
 - f. Equipment
 - g. Mechanical
 - h. Electrical
 - i. Instrumentation
 - j. Testing
4. Append the Standard Drawings and Geotechnical Report and other pertinent material to the documents.

E. TASK 5 - PROJECT MANAGEMENT & MEETINGS

1. Provide on-going and frequent communication with City on project status, identifying potential project issues, and recommending resolutions.
2. Maintain contact with City staff via telephone and email on a continual basis. Provide and plan a kick-off meeting and monthly coordination meetings.



3. Provide and plan for up to four coordination meetings with the City Planning Department and the City's SCADA consultant Morrow Meadows.

F. TASK 6 - PREPARATION OF ENGINEER'S ESTIMATE

1. Prepare an Engineer's Estimate of Probable Cost at the 60% and Final Plans stage of design submittals.
2. Ensure City has the flexibility to make ongoing decisions as to the scope and extent of the proposed project.

G. TASK 7 - BIDDING AND CONSTRUCTION SUPPORT SERVICES

1. Provide construction management support services, including attending the pre-bid meeting, addressing questions from contractors during bidding, preparation of addendums, review of shop drawings and submittals, responses to request for clarifications and request for information during construction.
2. Provide weekly inspections of six hours for a 12 week period for each station.
3. Upon completion of construction of the pump stations, prepare As-Built Drawings based on the redlines by the Contractor and Inspector.
4. Attend the start-up of new pump stations.

H. TASK 8 – OPERATION AND MAINTENANCE MANUALS

1. Provide four (4) hard copies and one (1) electronic copy of the O&M Manual, which shall include without limitation the following items.
 - a. Introduction including location and service maps, owner and facility name, address and phone number.
 - b. Description of facility including design parameters, assumptions and considerations.
 - c. Copy of approved shop drawings and submittals.
 - d. Safety precautions and procedures.
 - e. Start-up procedures.
 - f. Preventative maintenance procedures.
 - g. Corrective maintenance procedures.
 - h. Emergency shut down procedures.



- i. Record keeping, reporting and notification procedures.
- j. Cut-away view of equipment with parts list.
- k. List of supplied and/or recommended spare parts list.
- l. List of equipment suppliers and contact information for spare parts and service.

I. SCHEDULE

- 1. Design the pump stations in the following order.
 - a. Rindge
 - b. Yacht Club Way
 - c. Portofino Way.
- 2. Commence Task 1 for all three stations upon the execution of this Agreement.
- 3. Obtain written approval prior to starting Tasks 2 to 8 for the Yacht Club Way and Portofino Pump Stations.



EXHIBIT "B"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall commence on July 5, 2016 and expire on July 4, 2021, unless otherwise terminated herein.



EXHIBIT "C"
COMPENSATION

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

A. **AMOUNT.** Consultant shall be paid in accordance with the following hourly rates.

Hourly Rate Schedule	
Description	Hourly Rate
Principal	\$240
Project Manager	\$190
Project Engineer	\$156
Construction Engineer	\$156
Design Engineer / Modeler	\$136
Structural Engineer	\$156
Electrical Engineer	\$156
Sr. CAD Designer	\$117
Instrumentation & Controls Specialist	\$125
Project Coordinator / Admin Support	\$70

Notwithstanding the foregoing, in no event, shall Consultant's compensation exceed the following amounts for each task. Consultant's total compensation shall include all expenses, materials, labor, shipping, tax and travel.

Task	Rindge	Yacht Club	Portofino
Task 1 - Data Collection and Assessment	\$19,257	\$15,011	\$15,108
Task 2 - Design of New Pump Station	\$61,832	\$41,728	\$54,560
Task 3 - Environmental Processing	\$ -	\$31,233	\$26,013
Task 4 - Preparation of Contract Documents	\$ 8,214	\$ 6,966	\$ 8,724
Task 5 - Project Management and Meetings	\$ 9,440	\$ 9,440	\$ 3,628
Task 6 - Preparation of Engineer's Estimate	\$ 4,366	\$ 3,742	\$ 4,054
Task 7 - Bidding & Construction Support Services	\$44,043	\$40,683	\$43,696
Task 8 - Operation & Maintenance Manual	\$ 3,162	\$ 2,538	\$ 3,040
Subtotal	\$150,314	\$151,341	\$158,823
Grand Total	\$460,478		



- B. METHOD OF PAYMENT.** Consultant shall provide monthly invoices based upon the time spent during the previous month to City for approval and payment. Invoices shall be based on the time spent and work completed in the month prior to the invoice submission. Consultant shall submit two hard copies of the invoice with supporting documentation. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City.
- C. SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of receipt of the monthly invoice; provided, however, that payments by City shall not exceed the proportion of the phase or task completed, and payment for each phase or task shall not exceed the amounts described in Section A of this Exhibit "C".
- D. NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Pacific Advanced Civil Engineering, Inc.
17520 Newhope Street
Fountain Valley, CA 92708
Attn: Andy Komor

City: City of Redondo Beach
Public Works Department, the Engineering Division
415 Diamond Street
Redondo Beach, CA 90277
Attn: Wisam Altowaiji

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



EXHIBIT "D"

INSURANCE REQUIREMENTS FOR 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: \$1,000,000 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 affecting 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 above 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. All duties of Contractor under this Section shall survive termination of the Agreement.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
When required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
As per written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY

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PRIMARY AND NON-CONTRIBUTORY WORDING

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Any coverage provided to an Additional Insured shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

- 1) a written contract or written agreement specifically requires that this insurance apply on a primary and non-contributory basis; or
- 2) prior to a loss, you request in writing and we agree that this insurance shall apply on a primary and non-contributory basis.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: As per written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

@VANTAGE FOR AUTOMOBILE

This endorsement modifies insurance provided under the following.

BUSINESS AUTO COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured By Contract	12. Employee Hired Autos
2. Airbag Discharge	13. Fellow Employee Exclusion
3. Auto Theft Reward	14. Glass Repair – Waiver of Deductible
4. Blanket Waiver of Subrogation	15. Hired Auto Physical Damage Coverage
5. Bodily Injury Redefined – Mental Anguish	16. Lease Gap Coverage
6. Broad Form Named Insured	17. Liability Coverage – Supplementary Payments
7. Communications Equipment	18. Newly Formed or Acquired Organizations
8. Diminution in Value	19. Physical Damage – Transportation Expenses
9. Drive Other Car – Executive Officers	20. Rental Reimbursement – Private Passenger Vehicles
10. Duties In The Event of Accident, Claim, Suit or Loss	21. Towing – Any Covered Auto
11. Employees As Insureds	

1. ADDITIONAL INSURED BY CONTRACT

The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include as an additional "insured" any person or organization with whom you agreed in a written contract, written agreement or permit, to provide insurance such as is afforded under this Coverage Form. Such person or organization is an "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by your maintenance, operation or use of your covered "autos".

With respect to the insurance afforded to these additional "insureds", this insurance does not apply:

- a. Unless the written contract or agreement has been executed or the permit has been issued prior to the "bodily injury" or "property damage";
- b. To any person or organization included as an "insured" by endorsement or in the Declarations; or
- c. To any lessor of "autos" when their contract or agreement with you for such leased "auto" ends.

2. AIRBAG DISCHARGE

If you purchased physical damage coverage for a covered "auto" under this policy, we will pay to reset or replace an airbag that accidentally discharges without the vehicle being involved in an accident. No deductible applies to this additional coverage. However, this coverage only applies if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the airbag to discharge.

3. AUTO THEFT REWARD

We will pay up to a \$2,000 reward in the event of a covered loss, for information leading to the arrest and conviction of anyone stealing a covered "auto". A reward will not be paid to you, a family member, employee or any public official while performing their duty.

4. BLANKET WAIVER OF SUBROGATION

The **Transfer Of Rights of Recovery Against Others To Us** condition under **SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A. LOSS CONDITIONS** is replaced by the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the contract is in writing and executed prior to the "bodily injury" or "property damage".

5. BODILY INJURY REDEFINED – MENTAL ANGUISH

The definition of "bodily injury" under **SECTION V – DEFINITIONS** is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

6. BROAD FORM NAMED INSURED

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include the following:

Any organization which is a legally incorporated entity in which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form will be a Named Insured until the 180th day or the end of the policy period whichever comes first, provided there is no other similar insurance available to that organization.

- b. Paragraph a. of this provision 6. does not apply to "bodily injury" or "property damage" for which an "insured" is also an "insured" under any other automobile policy or would be an "insured" under such a policy, but for its termination or the exhaustion of its Limit of Insurance.

7. COMMUNICATIONS EQUIPMENT

- a. The exclusion for electronic equipment under **Exclusions** of **SECTION III – PHYSICAL DAMAGE COVERAGE** does not apply to loss of any permanently installed, non-removable communications equipment designed for use as a:

1. Citizen's band radio;
2. Two-way mobile radio or telephone;
3. Scanning monitor receiver; or
4. GPS Navigation System,

including its antenna and other accessories.

- b. No Deductible applies to this additional coverage.

- c. The most we will pay for this coverage is \$5,000 per occurrence.

8. DIMINUTION IN VALUE

The "diminution in value" exclusion under **SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions** does not apply if the covered "auto" is a private passenger "auto" and is leased, rented, hired or borrowed without a driver for a period of 30 days or less and is used in the conduct of the insured's business. The most we will pay for "loss" arising out of an "accident" is the lesser of \$7,500 or 20% of the actual cash value of the "auto" as determined by Kelley Blue Book or other independent valuation sources.

9. DRIVE OTHER CAR – EXECUTIVE OFFICERS

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include:

If you are designated in the Declarations as:

1. An individual; you and your spouse.
2. A partnership; your partners and their spouses.
3. An organization other than an individual or a partnership; your "executive officers" and their spouses.

- b. **SECTION II – LIABILITY COVERAGE** and **SECTION III – PHYSICAL DAMAGE COVERAGE** are extended to include "autos" you don't own, hire, lease or borrow while in the care, custody or control of an "insured" listed in 9.a. This does not include any "auto":

1. Owned by any "insured" listed in 9.a., or any member of their household, including any such "auto" that is owned but not insured;
2. Used by an "insured" listed in 9.a. while working in the business of selling, servicing, repairing or parking autos; or
3. Insured under another policy of insurance.

If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are covered on this policy, then insureds listed in 9.a. above and family members residing in the same households are "insureds" while:

1. Occupying as a passenger; or
2. A pedestrian when struck by,

any "auto" you do not own, hire, lease or borrow, except any "auto" owned by that "insured" listed in 9.a, their family members or an "auto" insured under any other policy.

- c. The limits and deductibles applicable to this provision will be the largest applicable to any owned "auto" for the specific insurance.

- d. The following definition is added to the **DEFINITIONS** section of the policy:
"Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.
- e. The **Other Insurance Condition**, under **Section IV – BUSINESS AUTO CONDITIONS**, does not apply to the provisions of this Drive Other Car endorsement. There is no "other insurance" applicable to this endorsement.

10. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS – the Duties In The Event Of Accident, Claim, Suit Or Loss Condition** is amended as follows:

The requirements that you must:

- a. Notify us of an "accident", claim, "suit" or "loss"; and
- b. Send us documents concerning a claim or "suit",
apply only when such "accident", claim, "suit" or "loss" is known to:

- a. You, if you are an individual;
- b. A partner, if you are a partnership;
- c. An executive officer of the corporation or insurance manager, if you are a corporation; or
- d. A manager, if you are a limited liability company.

11. EMPLOYEES AS INSURED

The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is changed by adding the following:

Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs. This coverage is excess over any other collectible insurance.

12. EMPLOYEE HIRED AUTOS

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

For purposes of this coverage grant, paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - 1. Any covered "auto" you lease, hire, rent or borrow; and
 - 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage is excess over any other collectible insurance.

13. FELLOW EMPLOYEE EXCLUSION

The Fellow Employee exclusion under **SECTION II – LIABILITY COVERAGE** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. This coverage is excess over any other insurance.

14. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under paragraph **D. – Deductible –** of **SECTION III – PHYSICAL DAMAGE COVERAGE**, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

15. HIRED AUTO – PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" under **SECTION II – LIABILITY COVERAGE** and if **Comprehensive, Specified Causes of Loss**, or **Collision** coverages are provided under this policy for any "auto" you own, then **SECTION III – PHYSICAL DAMAGE COVERAGE** is extended to "autos" you hire, subject to the following limit:

The most we will pay for "loss" to any hired "auto" is the lesser of:

- a. \$75,000 for "autos" of the private passenger type and \$50,000 for all other "autos";

- b. The actual cash value; or
- c. The cost of repairing or replacing it with other property of like kind or quality.

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if the following conditions are met:

- a. It results from an accident;
- b. You are legally liable; and
- c. The lessor incurs an actual financial loss.

The most we will pay for this loss of use coverage is \$1,000 per "accident".

16. LEASE GAP COVERAGE

Under paragraph C. **Limit of Insurance** – of **SECTION III – PHYSICAL DAMAGE COVERAGE**, the following is added:

If a covered "auto" is leased, we will also pay the difference between the actual cash value of a covered "auto" at the time of "loss" and the remaining balance on your lease if the following conditions are met:

- a. The "auto" has a long term lease and is covered on this policy.
- b. The lessor is added as an Additional Insured in a written lease agreement.
- c. You are legally obligated for the remaining balance.

We will not pay for any amounts representing excess wear and tear charges; additional mileage charges; taxes; overdue payments; penalties, interest or charges resulting from overdue payments; or lease termination fees.

17. LIABILITY COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

Under **SECTION II – LIABILITY COVERAGE**, the Coverage Extension for **Supplementary Payments** is revised as follows:

- a. The limit for the cost of bail bonds is amended to \$3,500
- b. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

18. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

- a. The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include as an "insured" any organization that is formed or acquired by you and over which you maintain majority ownership.
- b. Paragraph a. of this provision **18.** does not apply to any organization:
 - 1. That is a joint venture or partnership;
 - 2. That is an "insured" under any other policy;
 - 3. That has exhausted its Limit of Insurance under any other policy; or
 - 4. 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.
- c. Paragraph a. of this provision **18.** does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

19. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES COVERAGE

Under **SECTION III – PHYSICAL DAMAGE** Coverage Extensions, the limit for **Transportation Expenses** is amended to \$75 per day and the maximum is amended to \$2,250.

20. RENTAL REIMBURSEMENT

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" of the private passenger type because of "loss" to a "covered auto" of the private passenger type. Payment applies in addition to the otherwise applicable amount of each coverage you have on a "covered auto". No deductibles apply to this coverage.

We will pay those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, six (6) days after the "loss".

Payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred.
2. The maximum daily payment of \$25 for any one day.

This coverage does not apply while there are spare or reserve "autos" available to you.

If "loss" results from the total theft of the private passenger "auto", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Extension.

21. TOWING – COVERED AUTOS

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, Coverage for Towing is amended as follows:

- a. This coverage applies to any covered "auto" for which a premium charge for towing and labor is shown in the Schedule or in the Declarations.
- b. The limit is \$100.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be 2% of the total manual premium otherwise due on such remuneration. The minimum premium for this endorsement is \$350.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

BLANKET WAIVER

Person/Organization Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description	Waiver Premium
All CA Operations	3388.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/02/2016

Policy No. PAWC705905

Endorsement No.

Insured

Premium \$

Insurance Company Berkshire Hathaway Homestate Ins Co

Countersigned by _____



HUB International Limited

4965 MacArthur Court, Suite 600
Newport Beach, CA 92660
714-569-2700

hubinternational.com

To: City of Redondo Beach
Public Works Department
Engineering Services Division
Redondo Beach CA 90277

Re: Pacific Advanced Civil Engineering Inc. – Insurance Renewals
17520 Newhope St.
Fountain Valley, CA 92708

To whom it may concern:

Pacific Advanced Civil Engineering, Inc., is the named insured for the following insurance policies that renew effective 4/30/2019. The policies have been renewed for the 4/30/2019 to 4/30/2020 policy years by each of the insurance carriers. Hub Insurance Agency is currently awaiting policy numbers, and a certificate of insurance will be available by Friday, April 26, 2019. There is no change of the carriers, limits or deductibles for any of the renewed policies below.

The following policies have been renewed effective 4/30/2019 to 4/30/2020:

1. Commercial General Liability, Evanston Insurance Company.
2. Professional & Pollution Liability Policies , Arch Specialty Insurance Company
3. Commercial Automotive and Inland Marine Policies, Atlantic Specialty Insurance Company
4. Commercial Excess Liability, Evanston Liability

The Workers' Compensation policy with Berkshire Hathaway Homestate Insurance Company has not changed and is currently active – the Policy effective dates are 3/2/2019 to 3/2/2020.

Please call Mike Vasilakis for any questions regarding the insurance policies and renewals.

Mike Vassilakis, Account Manager
714-569-2736
4965 MacArthur Court, Suite 600
Newport Beach, CA 92660
michael.vassilakis@hubinternational.com

Thank you!

A handwritten signature in black ink, appearing to read 'David Trevino', written over a faint circular stamp or watermark.

David Trevino, Senior Vice President
d. 714-569-3090 c. 949-701-7388
Hub International Insurance Services, Inc
4695 MacArthur Courts, Suite 600
david.trevino@hubinternational.com

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization: Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description	Waiver Premium
All AZ Operations	737.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 03/02/2016 Policy No.: PAWC705905 Endorsement No.:

Insured: Premium \$

Insurance Company: Berkshire Hathaway Homestate Ins Co

WC 00 03 13

Countersigned by _____

(Ed. 4-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM AUTOMOBILE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement extends certain coverages. The following listing and the headers in this endorsement are only for convenience. Provisions in this endorsement might be modified by other endorsements. Read the entire policy carefully to determine rights, duties and what is and is not covered.

<p>A. Drive Other Car Coverage – Executive Officers and Certain Individuals</p> <p>B. Section II – Covered Autos Liability Coverage</p> <ol style="list-style-type: none"> 1. Additional Insured – Written Contract, Agreement, Permit or Authorization 2. Broadened Named Insured 3. Employees as Insureds (Including Employee Hired Autos and Fellow Employee Coverage) 4. Newly Acquired or Formed Organizations 5. Supplementary Payments – Bail Bonds and Loss of Earnings <p>C. Section III – Physical Damage Coverage</p> <ol style="list-style-type: none"> 1. Hired Auto Physical Damage Coverage 2. Towing – Any Covered Autos 3. Transportation Expenses Increased 	<ol style="list-style-type: none"> 4. Loss of Use Expenses Increased 5. Other Coverage Extensions <ol style="list-style-type: none"> a. Airbag Discharge b. Auto Theft Reward c. Loan/Lease Gap Coverage d. Rental Reimbursement 6. Diminution in Value 7. Communications Equipment 8. Deductible Waived For Glass Repair <p>D. Section IV – Business Auto Conditions</p> <ol style="list-style-type: none"> 1. Duties in Event of Accident, Claim, Suit or Loss 2. Waiver of Subrogation When Required by Written Contract or Agreement <p>E. Section V – Definitions</p> <ol style="list-style-type: none"> 1. Bodily Injury – Includes Mental Anguish 2. Executive Officer
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A. Drive Other Car Coverage – Executive Officers and Certain Individuals

1. The following is added to **Section I – Covered Autos**:

Drive Other Car Coverage

- a. For Covered Autos Liability Coverage and Physical Damage Coverage, “autos” in the care, custody or control of an “insured” described in Paragraph 2. below, which you do not own, hire, lease or borrow, are covered “autos”. But this does not include any “auto”:
 - (1) Owned by any “insured” described in Paragraph 2. below, or any member of their household, including any “auto” that is owned but not insured;
 - (2) Used by an “insured” described in Paragraph 2. below while working in the business of selling, servicing, repairing or parking autos; or
 - (3) Insured or covered under another policy.
- b. If Medical Payments, Uninsured/Underinsured Motorist, Personal Injury Protection or other compulsory coverages required by the governing jurisdiction are provided by this policy, then an “insured” described in Paragraph 2. below, and their family members residing in the same household, are “insureds” while:
 - (1) Occupying as a passenger; or
 - (2) A pedestrian when struck by;

any “auto” you do not own, hire, lease or borrow, except an “auto” owned by an “insured” described in Paragraph 2. below or members of their household, or an “auto” insured or covered under any other policy.

2. With respect to Drive Other Car Coverage only, Paragraph **A.1. Who is an Insured of Section II – Liability Coverage** is amended to include as an “insured” the following:

If you are designated in the Declarations as:

- a. An individual, you and your spouse.
- b. A partnership, your partners and their spouses.
- c. An organization other than an individual or a partnership, your “executive officers” and their spouses.

3. **Limit of Insurance and Deductible**

The most we will pay for Drive Other Car Coverage is the single highest Limit of Insurance for the applicable coverage for an “auto” you own. The Deductible for Drive Other Car Coverage is the largest Deductible for the applicable coverage for an “auto” you own.

4. **Other Insurance**

Regardless of the existence of other insurance or Paragraph **B.5. Other Insurance of Section IV – Business Auto Conditions**, Drive Other Car Coverage is primary.

B. Section II – Covered Autos Liability Coverage

1. **Additional Insured – Written Contract, Agreement, Permit or Authorization**

Paragraph **A.1. Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as an additional “insured” any person or organization with whom you have agreed in a written contract, agreement, permit or authorization to provide insurance such as is afforded under this Coverage Form but only with respect to liability for “bodily injury” or “property damage” caused in whole or in part by your maintenance, operation or use of a covered “auto”. But this insurance does not apply:

- a. Unless the written contract or agreement has been executed or the permit or authorization has been issued prior to the “accident” that caused the “bodily injury” or “property damage”;
- b. To any person or organization included as an “insured” under any other provisions of this policy, including this or any other endorsement;
- c. To the independent acts or omissions of such person or organization; or
- d. To any lessor of “autos” when their contract or agreement with you for such leased “auto” ends or the lessor or its agent takes possession of the “auto”.

2. **Broadened Named Insured**

Paragraph **A.1. Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as a Named Insured any legally incorporated entity in which you maintain ownership of more than 50 percent of the voting stock on or after the effective date of this endorsement, but only if there is no other similar insurance available to that organization. This insurance does not apply to any organization that is an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. **Employees as Insureds (Including Employee Hired Autos and Fellow Employee Coverage)**

- a. Paragraph **A.1. Who is an Insured of Section II – Covered Autos Liability Coverage** is amended to include as an “insured” your “employee” while:

- (1) Using a covered “auto” you do not own, hire or borrow in your business or your personal affairs.
- (2) Operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

- b. Exclusion **B.5. Fellow Employee of Section II – Covered Autos Liability** is deleted.

- c. The following is added to **B.5.b of Section IV – Business Auto Conditions**:

Any covered “auto” hired or rented without a driver by your “employee” under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business is also deemed to be a covered “auto” you own.

4. Newly Acquired or Formed Organizations

Paragraph **A.1. Who is an Insured** of **Section II – Covered Autos Liability Coverage** is amended to include as an “insured” any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, if there is no other similar insurance available to that organization. But:

- (1) Coverage under this provision is afforded only until the end of the policy period; and
- (2) Coverage does not apply to “bodily injury” or “property damage” caused by an “accident” that occurred before you acquired or formed the organization.

5. Supplementary Payments – Bail Bonds and Loss of Earnings

In Paragraph **A.2.a. Supplementary Payments** of **Section II – Covered Autos Liability**, the following replaces Paragraphs (2) and (4):

- (2) Up to \$3,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Section III – Physical Damage Coverage

1. Hired Auto Physical Damage Coverage

- a. If hired “autos” are covered “autos” under **Section II – Covered Autos Liability Coverage** and this policy provides Comprehensive, Specified Causes of Loss Coverage or Collision Coverage for any “auto” you own, a hired “auto” will be deemed a covered “auto” for Physical Damage Coverage subject to the provisions in Paragraph **b.** below.
- b. For Hired Physical Damage Coverage provided by paragraph **a.** above:
 - (1) The most we will pay for “loss” to any hired “auto” is the lesser of:
 - (a) \$75,000 for “autos” of the private passenger type and \$50,000 for all other “autos”;
 - (b) The actual cash value of the damaged or stolen property as of the time of the “loss”; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - (2) The Deductible is the largest Deductible for the applicable coverage for an “auto” you own.
 - (3) This insurance is excess over any other valid and collectible insurance, whether such insurance is primary, excess, contingent or on any other basis.

2. Towing – Any Covered Autos

The following replaces Paragraph **A.2. Towing** of **Section III – Physical Damage Coverage**:

We will pay up to \$100 for towing and, if labor is performed at the place of disablement, labor costs incurred each time a covered “auto” is disabled if a premium charge for towing and labor is shown in the Schedule or the Declarations.

3. Transportation Expenses Increased

In Paragraph **A.4.a. Transportation Expenses** of **Section III – Physical Damage Coverage**, the amounts we will pay amounts we will pay for temporary transportation expenses incurred by you because of the total theft of a covered “auto” of the private passenger type are increased to \$75 per day, to a maximum of \$2,250.

4. Loss of Use Expenses Increased

The following replaces the last paragraph in Paragraph **A.4.b. Loss Of Use Expenses** of **Section III – Physical Damage Coverage**:

However, the most we will pay for any expenses for loss of use is \$1,000.

5. Other Coverage Extensions

If you have Physical Damage Coverage, the following are added to Paragraph **A.4. Coverage Extensions** of **Section III – Physical Damage Coverage**:

a. Airbag Discharge

We will pay to reset or replace a covered “auto’s” airbag that accidentally discharges without the “auto” being involved in an “accident” if the airbag is not covered under a manufacturer’s warranty and you did not intentionally cause the discharge. No Deductible applies to this Coverage Extension.

b. Auto Theft Reward

If you have Comprehensive or Specified Cause of Loss Coverage, we will pay a reward up to \$2,000 for information leading to the arrest and conviction of anyone stealing a covered “auto”. But we will not pay a reward to you, any family members or “employees” or any public officials while performing their duties.

c. Loan/Lease Gap Coverage

If a covered “auto” is subject to a long-term loan or lease that requires, in writing, that the lender or lessor be an additional “insured”, and you are legally obligated for the remaining balance on the loan or lease, we will pay the difference between the actual cash value of the “auto” at the time of “loss” and the remaining balance on your loan or lease. But we will not pay for:

- (1) Any amount paid under the policy’s Physical Damage Coverage; or
- (2) Any amounts for abnormal or excess wear and tear, additional or high mileage charges, carry-over balances from previous loans or leases, extended warranties or insurance purchased with the loan or lease, lease termination fees, taxes, overdue payments, unreturned security deposits or any penalties, interest or charges resulting from overdue payments.

d. Rental Reimbursement

We will pay for expenses to rent an “auto” of the private passenger type because of “loss” to a covered “auto” of the private passenger type. But:

- (1) We will only pay expenses incurred during the policy period at the time of the “loss” and ending, regardless of the policy period, six days after the “loss”.
- (2) The most we will pay is the lesser of:
 - (a) Reasonable and necessary expenses actually incurred; or
 - (b) \$50 per day.
- (3) This coverage does not apply if a spare or reserve “auto” is available to you.
- (4) If “loss” is because of the total theft of a covered “auto”, we will pay only those amounts that are not already covered under Transportation Expenses.

No Deductible applies to this Coverage Extension.

6. Diminution in Value

The following is added to Exclusion **B.6.** of **Section III – Physical Damage Coverage:**

This exclusion does not apply to “diminution in value” of a covered “auto” of the private passenger type used in the conduct of the “insured’s” business that is leased, rented, hired or borrowed without a driver for a period of 30 days or less. But the most we will pay for such “diminution in value” is the lesser of:

- a. 20 percent of the actual cash value of the “auto” as of the time of the “loss”; or
- b. \$7,500.

7. Communications Equipment

The following is added to Paragraph **B. Exclusions** of **Section III – Physical Damage Coverage:**

Exclusions **4.c.** and **4.d.** do not apply to communications equipment, including its antenna and other accessories, that is permanently installed in, and not removable from, a covered “auto” and designed for use as a:

- a. Citizen’s band radio;
- b. Two-way mobile radio or telephone;

- c. Scanning monitor receiver; or
- d. GPS navigation system.

No Deductible applies to "loss" to such communications equipment. But the most we will pay for all such communications equipment is \$5,000 for any one "loss".

8. Deductible Waived For Glass Repair

The following is added to Paragraph **D. Deductible** of **Section III – Physical Damage Coverage**:

No Deductible applies if glass that is damaged is repaired rather than replaced.

D. Section IV – Business Auto Conditions

1. Duties in the Event of Accident, Claim, Suit or Loss

The following is added to Paragraph **A.2. Duties in the Event of Accident, Claim, Suit or Loss** of **Section IV – Business Auto Conditions**:

The requirements that you must notify us of an "accident", claim, "suit" or "loss", or send us documents concerning a claim or "suit", apply only if the "accident", claim, "suit" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An "executive officer" or insurance or risk manager, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

The requirement that you must notify us as soon as practicable of an "accident", claim, "suit" or "loss" does not apply if you report the "accident", claim, "suit" or "loss" to your workers' compensation insurer and the "accident", claim, "suit" or "loss" later develops into a liability claim for which coverage is provided by this policy. But as soon as you become aware that an "accident", claim, "suit" or "loss" is a liability claim rather than a workers' compensation claim, you must comply with all parts of Paragraph **A.2. Duties in the Event of Accident, Claim, Suit or Loss** of **Section IV – Business Auto Conditions**.

2. Waiver of Subrogation When Required by Written Contract or Agreement

The following is added to Paragraph **A.5. Transfer of Rights of Recovery Against Others to Us** of **Section IV – Business Auto Conditions**:

We will waive any right of recovery against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", but only if the "insured contract" is executed before the "accident" or "loss" occurs.

E. Section V – Definitions

1. Bodily Injury – Includes Mental Anguish

The following is added to Paragraph **C.** of **Section V – Definitions**:

"Bodily injury" includes mental anguish resulting from bodily injury, sickness, or disease sustained by a person at any time.

2. Executive Officer

The following is added to **Section V – Definitions**:

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
As required by written contract executed by both parties prior to loss	All locations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

