

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND CRASSOCIATES, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and CRAssociates, Inc., a Delaware 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".
4. Insurance. Consultant shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
5. Agreement to Comply with California Labor Law Requirements. Consultant agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".

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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 written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

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

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. 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, except for such loss or damage arising from the sole negligence or willful misconduct of the City.

- 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, and employment laws.

- a. Acknowledgement. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit 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. Labor Law Requirements. In the event this project, or any portion thereof is deemed a "public work", 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. State prevailing wage determinations are available on the California Department of Industrial Relations ("DIR") website located at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
18. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.

19. 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.

20. 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.
21. 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.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. 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.

24. 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.
25. 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.
26. Time of Essence. Time is of the essence of this Agreement.
27. 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.
28. 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."
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.

34. 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.
35. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
36. 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 19th day of August, 2025.

CITY OF REDONDO BEACH,
a chartered municipal corporation

CRASSOCIATES, INC.,
a Delaware corporation

James A. Light, Mayor

Signed by:
Aryo Rad
CDEE18597531405...
By: _____
Name: Aryo Rad
Title: Principal

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

I. CONSULTANT'S DUTIES

Consultant shall perform a scope of work, including the design phases, assumptions, and deliverables as set forth below. Consultant shall prepare design documents in accordance with the City's standard format. As defined in this Agreement, "Consultant" shall mean CRAssociates, Inc., and includes any subcontractors engaged by Consultant for the Project. References to the "Project" shall mean Design Engineering Services for the Redondo Beach Active Transportation Corridor. The City will serve as the lead agency.

A. Task 1: Project Management, Permitting, Coordination and Meetings

1. Consultant shall provide project management for the duration of the Project, including attending kickoff and PDT meetings, coordinating with subconsultants and stakeholders, preparing meeting agendas and minutes, and submitting monthly progress reports. Consultant assumes preparation and attendance at the following meetings:
 - a. Kickoff meeting
 - b. Up to 14 monthly PDT meetings
 - c. Up to 3 stakeholder meetings
 - d. Up to 3 design-focused workshops
 - e. Up to 2 field visits with city staff for the 60% and 95% submittals
2. Consultant shall prepare a Target Schedule in Gantt Chart format, outlining primary tasks, review periods, and processing timelines within ____ days of the kickoff meeting. Consultant shall update the project schedule monthly, showing actual progress versus the target, and submit it to the City.
3. As part of this task, Consultant shall prepare a Caltrans encroachment permit application and submit it to Caltrans District 7 for approval. Consultant shall coordinate the design of the proposed improvements within the Caltrans right-of-way, the cities of Torrance and Lawndale, and the County of Los Angeles.
4. Deliverables: Consultant shall submit meeting agendas, meeting minutes, action items, monthly progress reports, invoicing, draft target schedule, and a monthly schedule update.

B. Task 2: Record Research and Utility Coordination

1. Consultant shall obtain available record drawings and data such as GIS mapping, as-built plans, right-of-way data, future improvement plans adjacent

to or affecting the project site, and utility atlases. Consultant shall prepare a utility agency tracking list encompassing contact list for substructure and utility owner-operators. As part of this task, the Consultant shall coordinate with utility agencies for the point of connection for landscape irrigation system.

2. Consultant shall assist the City with utility notification letters consisting of the following: Utility Information Request, Prepare to Relocate Notice/ Final Utility Notice Form and Notice to Relocate. Utility agency's fees are excluded from this task.
3. Deliverables: Consultant shall submit utility agency tracking list, utility notification letters.

C. Task 3: Survey

1. Consultant shall provide an aerial topographic survey and a supplemental field survey at a scale of 1" = 40' within the Project limits. This includes survey record collection, establishment of horizontal and vertical controls, and right-of-way mapping. The focused field survey shall capture the back of walk, top of curb, flow line, edge of pavement, crown lines, and grade breaks at locations of curb ramp reconstruction, proposed raised median islands, and curb extensions/bulb-outs.
2. Consultant shall survey existing features, including utility covers, pavement limits, private property improvements, curb ramps, driveways, curbs and gutters, sidewalks, streetlights and poles, fire hydrants, utility cabinets, traffic signs, and striping, where such features are readily accessible and necessary for the proposed design, and shall incorporate such findings into the base maps. The existing right-of-way shall be shown based on readily available records.
3. Consultant shall ensure the surveying work is performed under the supervision of a California Licensed Land Surveyor.
4. Deliverables: Consultant shall submit AutoCAD Files of Topographic Survey and DTM of existing surface of the area described in this section.

D. Task 4: Geotechnical Investigation

1. Consultant shall conduct a geotechnical field review as follows:
 - a. Pavement coring at 12 locations to the depth of 3 feet or refusal.
 - b. Percolation rate test at four locations to the depth of 8 feet.
 - c. Obtain bulk, soil samples at selected depths.

2. Consultant shall compile data and geotechnical analysis of the field and laboratory tests consisting of analyses to evaluate and provide recommendations pertaining to the following:
 - a. Grain Size Distribution and Atterberg Limits/Plasticity Index.
 - b. Maximum Density and Moisture content.
 - c. In-Situ Density and Moisture.
 - d. Atterberg limits / Plasticity index.
 - e. Resistance value (R-value).
3. Consultant shall provide analytic testing encompassing the following:
 - a. Analyze four soil samples for chemical properties including essential and non-essential potentially toxic elements.
 - b. Analyze for physical soil properties including sand, silt and clay.
 - c. Percolation rate characteristics of the soils.
4. The following engineering analyses will be performed for the Project:
 - a. Evaluation of general subsurface conditions and description of types, distribution, and engineering characteristics of subsurface materials at the Project site.
 - b. Development of general recommendations for earthwork, including site preparation and excavation, requirements for placement of compacted fill, and site drainage.
 - c. Recommendations for pavement design.
5. Consultant shall prepare a report presenting the results of field exploration, geotechnical laboratory testing, engineering analyses, as well as conclusions and recommendations relative to the Project.
6. Assumptions: Traffic control for pavement borings and percolation tests will be based on Work Area Traffic Control Handbook (WATCH) manual. Preparation of traffic control plans; hot-mix asphalt patching and Full-Depth Reclamation Recommendations are not included.
7. Deliverables: Consultant shall submit a draft and Final Geotechnical Report.

E. Task 5: Preliminary Design

1. Consultant shall review the conceptual design developed in the previous phase of the Project as described in Consultant's Agreement with Los Angeles County Metropolitan Transportation Authority, with the City and confirm opportunities, constraints, and recommendations. Consultant shall

assess the feasibility of the proposed improvements based on budget considerations, site conditions, and right-of-way constraints.

2. Consultant shall ensure the preliminary design incorporates various elements, including bike lane forms of separation options, pavement rehabilitation strategies, traffic improvements, pedestrian crossing enhancements, bulb-outs, and median modifications. Consultant shall refine the conceptual design based on these criteria, and develop a preliminary set of plans. Consultant shall prepare the preliminary plans on 24" x 36" sheets at a scale of 1" = 20' and include roadway improvements, roadway geometrics, traffic striping, storm drain and water quality improvements, and proposed landscape areas.
3. As part of this task, Consultant shall also provide the City with an Opinion of Probable Construction Costs (Estimate).
4. Deliverables: Consultant shall submit a draft and final preliminary design at 35% completion of the design; and provide an opinion of the probable construction cost.

F. Task 6: Hydraulic/Hydrology Analysis

1. Consultant shall prepare a drainage report to address hydrology and hydraulics for the Project in accordance with the Los Angeles County Hydrology Manual and City's requirements and provide design recommendations.
2. Consultant shall evaluate the existing drainage conditions and determine whether new catch basins are necessary. If the analysis indicates the need, Consultant shall include the drainage improvement entails new catch basins and connections to the storm drain main line. Drainage analysis is intended to maintain existing drainage patterns and flows. Perform the calculations and include comparing the pre- and post-project conditions at the Project site. Evaluation and recommendations are limited to the impacted portion of the storm drain within the Project site. Evaluation of the downstream or upstream existing storm drain system is not anticipated as part of this task.
3. Deliverables: Consultant shall submit a draft and final hydrology and hydraulic analysis and drainage report.

G. Task 7: Water Quality/Low Impact Development ("LID")

1. Consultant shall develop stormwater feasible BMPs such as bioswale or other appropriate LID BMPs in selected areas to comply with the requirements of the National Pollutant Discharge Elimination System ("NPDES") Municipal Separate Storm Sewer System ("MS4") Permit for stormwater and non-

stormwater discharges from the MS4 of Los Angeles County. Consultant shall prepare calculations to determine the Storm Water Quality Design volume (“SWQDv”) and design the BMPs in accordance with the Los Angeles County Low Impact Development Standards Manual, City laws, and the USEPA Green Street standards. Bioretention with underdrains may be used for areas with low permeability. Prepare a technical memorandum that encompasses the BMP design calculations.

2. Deliverables: Consultant shall submit a draft and final LID Report.

H. Task 8: Community Outreach

1. Upon City’s written request, Consultant shall prepare presentation materials and support the City with up to two (2) community outreach activity meetings to demonstrate and discuss Project features with community members and stakeholders. It is anticipated that the community outreach activity will occur in conjunction with Task 5. For outreach activities, Consultant shall prepare a brief PowerPoint presentation, up to four (4) renderings, printed presentation boards, questionnaires, and sign-in sheets.
2. Consultant shall assist the City in posting the outreach activity meeting materials on the City’s website, social media, and e-blasts.
3. Deliverables: Consultant shall submit PowerPoint presentations, renderings, presentation boards, questionnaires, and sign-in sheets.

I. Task 9: Street Improvement Plans

1. Following the first community outreach activity, Consultant shall refine the preliminary design and develop roadway and bike lane plans for the construction of improvements, including medians, bike lanes, sidewalks, curbs and gutters, and ADA-compliant upgrades. Consultant shall include typical sections, profiles, details, and horizontal and vertical design information in the plans. Consultant shall prepare roadway plans prepared on 24” x 36” sheets at a scale of 1” = 20’ horizontal and 1” = 2’ vertical.
2. Consultant shall ensure the PS&E design adheres to the standards of the City, the cities of Lawndale and Torrance, and Los Angeles County (where applicable), the California Manual on Uniform Traffic Control Devices (CA MUTCD) and Caltrans Standard Plans. Consultant shall present the proposed improvements in a single, consolidated plan set, prepared using AutoCAD Civil 3D (2024). Consultant shall respond to one (1) round of consolidated City comments following both the 60% and 95% PS&E submittals. Consultant shall prepare the street improvement plans and include the following sheets:

- a. Cover Sheet (1 Sheet)
 - b. Key Map and general Notes (2 Sheets)
 - c. Typical Cross Sections (3 Sheets)
 - d. Construction Details (2 Sheets)
 - e. Improvement Plans (24 Sheets)
 - f. Plan and Profile (4 Sheets)
 - g. Precise Grading and ADA Plan (10 sheets)
2. Deliverables: Consultant shall submit 60%, 95%, and 100% Plans, electronic files in AutoCAD and PDF.

J. Task 10: Storm Drain Plans

1. Consultant shall prepare storm drain improvement plans showing proposed drainage features such as catch basins, and lateral connections to the existing main lines. Consultant shall ensure the Storm Drain Plans portrays the location, size, and material of proposed catch basins, lateral connections to the existing storm drain main lines, and roof drain leader extensions. The Storm Drain Plans shall also depict the location and sizing of Low Impact Development (“LID”) permanent storm water quality treatment facilities.
2. Consultant shall ensure the storm drain laterals crossing existing utilities are profiled. It is assumed that existing storm drain main lines will be protected in place. It is assumed that the awarded contractor will prepare Erosion Control Plans and the Project Stormwater Pollution Prevention Plan SWPPP.
3. Deliverables: Consultant shall submit 60%, 95%, and 100% Plans, electronic files in AutoCAD and PDF.

K. Task 11: Signing and Striping Plans

1. Consultant shall prepare Signing and Striping Plans for the proposed improvements within the limits of the Project in accordance with City, CA-MUTCD, and Caltrans standards. It is understood that Traffic Control Plans will be prepared by the awarded contractor.
2. Deliverables: Consultant shall prepare 60%, 95%, and 100% Plans, electronic files in AutoCAD and PDF.

L. Task 12: Traffic Signal Plans

Consultant shall prepare Traffic Signal Modification Plans at a scale of 1" = 20' for the proposed improvements. Consultant shall prepare the plans using AutoCAD 2024 software and provide the plan submittals in a 24"x36" PDF format. Consultant shall ensure the traffic signal modification plans will comply with the City's standards, 2024 Caltrans Standard Plans, and the 2014 California MUTCD. For the traffic signal design, Consultant shall encompass detection feedback for

cyclists, including tattle light on sign on the nearside fixed to 1-A pole. For the following intersections, the scope of traffic signal improvements will be limited to:

1. West 190th St & N Beryl St/Blossom Ln (City of Redondo Beach/City of Torrance)
 - a. Add bike detection zone to existing video detection;
 - b. Update video detection zones if the existing zones conflict with proposed roadway striping;
 - c. Upgrade existing non-APS push buttons to APS push buttons; and
 - d. Upgrade non-countdown pedestrian signal heads to countdown pedestrian signal heads.

2. West 190th St & Rindge Lane (City of Redondo Beach/City of Torrance)
 - a. Replace detector loops in kind if the existing loops conflict with the proposed improvements;
 - b. Upgrade existing non-APS push buttons to APS push buttons;
 - c. Upgrade non-countdown pedestrian signal heads to countdown pedestrian signal heads; and
 - d. Signal modifications needed due to new curb ramp.

3. West 190th St & Entradero Ave/Meyer Ln (City of Redondo Beach/City of Torrance)
 - a. Replace detector loops in kind if the existing loops conflict with the proposed improvements;
 - b. Upgrade existing non-APS push buttons to APS push buttons;
 - c. Upgrade non-countdown pedestrian signal heads to countdown pedestrian signal heads; and
 - d. Signal modifications needed due to new curb ramp.

4. West 190th St & Anza Ave (City of Redondo Beach/City of Torrance)
 - a. Add bike signals;
 - b. Add bike detection loops;
 - c. Replace detector loops in kind if the existing loops conflict with the proposed improvements, including proposed roadway striping or any pavement rehab/mill & overlay that is designed;
 - d. Upgrade existing non-APS push buttons to APS push buttons;
 - e. Upgrade non-countdown pedestrian signal heads to countdown pedestrian signal heads; and
 - f. Signal modifications needed due to new curb ramps and new bike ramps.

5. Grant Ave & Inglewood Ave (City of Redondo Beach)
 - a. Add bike signals;
 - b. Add bike detection loops;
 - c. Upgrade existing non-APS push buttons to APS push buttons;
 - d. Upgrade non-countdown pedestrian signal heads to countdown pedestrian signal heads; and
 - e. Signal modifications needed due to popout, new curb ramps, and new bike ramp, new geometry/lane configuration.

6. Grant Ave & Kingsdale Ave (City of Redondo Beach)
 - a. Add bike signals;
 - b. Add bike detection loops;
 - c. Upgrade existing non-APS push buttons to APS push buttons;
 - d. Upgrade non-countdown pedestrian signal heads to countdown pedestrian signal heads; and
 - e. Signal modifications needed due to popout, new curb ramps, and new bike ramp, new geometry/lane configuration.

7. Redondo Beach Blvd & Hawthorne Blvd (Caltrans)
 - a. Add bike signals;
 - b. Add bike detection loops;
 - c. Replace detector loops in kind if the existing loops conflict with the proposed improvements;
 - d. Upgrade any non-countdown pedestrian signal heads to countdown pedestrian signal heads; and
 - e. Signal modifications needed due to new island, new curb ramps, and new bike ramps.

8. Redondo Beach Blvd & Ainsworth Ave (City of Torrance/County of Los Angeles)
 - a. Add bike detection loops;
 - b. Replace detector loops in kind if the existing loops conflict with the proposed improvements;
 - c. Upgrade existing non-APS push buttons to APS push buttons;
 - d. Upgrade non-countdown pedestrian signal heads to countdown pedestrian signal heads; and
 - e. Signal modifications needed due to new curb ramps.

9. Redondo Beach Blvd & Yukon Ave (City of Torrance/County of Los Angeles)

- a. Add bike signals;
- b. Add protected left turns;
- c. Add bike detection loops;
- d. Replace detector loops in kind if the existing loops conflict with the proposed improvements;
- e. Upgrade existing non-APS push buttons to APS push buttons;
- f. Upgrade any non-countdown pedestrian signal heads to countdown pedestrian signal heads; and
- g. Signal modifications needed due to new curb ramps.

Deliverables: Consultant shall submit 60%, 95%, and 100% Plans, and electronic files in AutoCAD and PDF.

M. Task 13: Landscape and Irrigation Plans

1. Consultant shall prepare landscape and irrigation plans of new medians, bike lane medians, proposed parkway areas, and proposed bulb-outs. The plans shall be in accordance with the City's Standards and General Plan, Redondo Beach Municipal Code, Title 10, Chapter 2 (as may be amended from time to time), and California's Water Efficient Landscape Ordinance. The Landscape and irrigation plans shall include the following:
 - a. Preliminary plant palette
 - b. Preliminary design including color rendered to illustrate proposed elements and Rough Order of Magnitude Cost
 - c. Construction plans and details
 - d. Construction Materials and Finish Schedule
2. Deliverables: Consultant shall submit 60%, 95%, and 100% Plans, and electronic files in AutoCAD and PDF.

N. Task 14: Opinion of Probable Construction Cost

1. Consultant shall prepare an Opinion of Probable Construction Cost (Estimate) based on quantities. Consultant shall derive unit prices from readily available current bid information based on similar projects within the area. Consultant shall generate backup for lump sum items.
2. Deliverables: Consultant shall submit 60%, 95%, and 100% Opinion of Probable Construction Costs, and electronic files in PDF.

O. Task 15: Specifications

1. Consultant shall prepare technical specifications based on the template boilerplate provided by the City. Consultant shall include the references for the technical provisions to the City's Standards and Standard Specifications for Public Works Construction (Greenbook), Caltrans, and other appropriate specifications.
2. Deliverables: Consultant shall submit 60%, 95%, and 100% Specifications, electronic files in PDF.

P. Task 16: Potholing

1. Consultant shall provide vacuum excavation potholes to identify underground utilities where conflicts may exist. Consultant assumes an allowance amount for this task that is provided in our fee schedule. This task will be pending City's approval.
2. Upon City's written request, Consultant shall provide additional potholing. Consultant assumes traffic control for potholing will be based on WATCH manual. Preparation of traffic control plans is excluded for this task.
3. Deliverables: Consultant shall submit a potholing report.

Q. Task 17: Traffic Signal Timing

1. Consultant shall perform services necessary to update traffic signal timing along W 190th Street and Grant Avenue. Consultant shall initiate the Project by conducting a comprehensive traffic data collection effort, capturing vehicle, pedestrian, and bicycle volumes at key intersections and roadway segments. Consultant shall conduct traffic counts during the morning, midday, and evening peak periods for up to two weekdays and one weekend day. For approximately half of locations, Consultant shall perform traffic counts to determine whether adjustments are warranted for the City's existing traffic data. Consultant shall use this data to analyze existing traffic patterns, identify congestion points, and assess the impact of the Project features on overall traffic flow.
2. Consultant shall modify the previously developed traffic network model to reflect the current roadway geometries, intersection configurations, and signal infrastructure, based on approved public improvement plans. Consultant shall incorporate key modifications, such as; updated lane assignments, traffic control adjustments, and the integration of new signal timing parameters to accommodate the cycle track and pedestrian activity. Consultant shall develop and refine optimized signal timing plans, ensuring smooth traffic progression along the corridor while balancing the needs of all users.

3. Consultant shall propose signal timing adjustments such as; cycle lengths, phase sequencing, coordination offsets, and where applicable, protected bicycle phases, pedestrian lead intervals, and transit signal priority measures. Following implementation of the updated signal timing plans, Consultant shall monitor real-world performance. Consultant shall conduct field observations, data validation, and necessary refinements to optimize operations based on actual conditions.
4. Consultant shall conduct ongoing monitoring as development progresses and shall make up to two (2) timing plan adjustments in response to evolving traffic patterns. Upon Project completion, Consultant shall prepare and deliver a technical memorandum documenting all modifications, an updated traffic signal timing sheet, and final Synchro files.

Study Intersections	Study Peaks
W 190 th Street & N Beryl Street/Blossom Lane	AM, Midday (MD), and PM
W 190th Street & Rindge Lane	AM, MD, and PM
W 190th Street & Entradero Avenue/Meyer Lane	AM, MD, and PM
West 190th St & Anza Ave	AM, MD, and PM
Grant Avenue & Inglewood Avenue	AM, MD, and PM
Grant Avenue & Kingsdale Avenue	AM, MD, and PM

5. Consultant shall prepare three (3) signal timing plans per intersection – one for each peak period. City may adjust the number of signal plans .
6. Deliverables: Consultant shall submit a traffic signal timing technical memorandum.

R. Task 18: Bid Support

1. Consultant shall provide services during the bid phase by attending pre-bid meeting, and responding in writing to requests for information (RFI)/clarifications. Consultant shall assist the City in the issuance of addenda to the bid package. Changes in the overall design concept are not accounted for in this scope. Consultant shall review up to three bid cost schedules to confirm compliance with the bid documents.
2. Deliverables: Consultant shall submit responses to up to 15 RFIs, and design revision for 2 Addenda.

S. Task 19: Construction Support

1. Consultant shall assist the City during the construction phase by responding to the Contractor’s RFIs, preparing addenda, reviewing submittal and change

orders, and providing clarifications. Consultant assumes up to 80 hours for this task per the fee schedule. Consultant shall prepare record drawings by updating the approved design drawings based on one set of redline markups provided by the City staff.

2. Deliverables: Consultant shall submit responses to RFIs, Addenda, and Record Drawings in one hard copy and one electronic (AutoCAD and PDF format).

II. CITY'S DUTIES

- A. City will issue a no fee permit for geotechnical field work.
- B. City will provide 20-year design traffic indices ("TI") for the subject streets along the Project.
- C. City will provide the Project technical special provisions, which will define lane closure and detour requirements for Task 11.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. The term of the Agreement shall commence on August 20, 2025 and continue until August 19, 2028, unless otherwise terminated as herein provided. Consultant shall complete all duties in accordance with the City's designated schedule, which may be modified by the City in its sole discretion.

EXHIBIT "C"

COMPENSATION

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

- I. **AMOUNT.** Consultant shall be paid in accordance with the fee schedule, attached hereto as Attachment "C-1". In no event shall Consultant's total compensation, including any reimbursable expenses, exceed \$1,119,485. However, the City may reallocate amounts designated for specific tasks in Attachment "C-1" to other tasks, provided that such reallocation does not exceed the Not to Exceed Amount.
- II. **EXPENSES.** Direct reimbursable expenses, include travel, printing, or other out of pocket costs, exceeding \$250 per occurrence require the City's prior written approval. All reimbursable expenses must be supported by itemized receipt and included in the monthly invoices. The City may deny payment for expenses that are not pre-approved or lack proper documentation.
- III. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment. Invoices shall describe services performed, dates of service, hourly rate, number of hours worked, title of staff person, task number, percentage of task completed, corresponding fee for task, and if applicable, expenses and preapproved subcontractor cost, and total amount. Invoices must be itemized, adequately detailed, based on accurate records, attach subcontractor invoices and expense receipts, and be in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.
- IV. **SCHEDULE FOR PAYMENT.** Invoices shall be monthly in arrears based upon the time spent during the previous month for which an invoice shall be submitted. The City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices; provided, however, that payments by the City do not exceed the allocated task amount or the prorated portion thereof without City approved reallocation.
- V. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Consultant: CRAssociates, Inc.
714 W Olympic Bl, Suite 609
Los Angeles, CA 90015
Attention: Aryo Rad, PE, Project Manager
arad@cramobility.com

City: City of Redondo Beach
Public Works Department, Engineering Services Division
415 Diamond Street
Redondo Beach, CA 90277
Attention: Ryan Liu, City Transportation Engineer
Email: ryan.liu@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no “bounce-back” or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. 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 in accordance with this section.

ATTACHMENT C-1

FEE SCHEDULE

The fee schedule is attached.

Fee Schedule

Redondo Beach Active Transportation Corridor Project

Fee Schedule

Task Description	CR Associates													CRA Hours Per Task	CRA Cost Per Task	Subconsultant				[Sub] Cost Per Task	Total Costs	
	Principal	Project Manager	Senior Professional III/ QC/QA	Sr Professional II	Sr Professional I	Professional III	Professional II	Professional I	Analyst III	Analyst II	Analyst I	Graphics Design/ Sr Admin	Admin Support/ Intern			CH&A	Twining	SDG	BTL			
	\$340.00	\$310.00	\$310.00	\$285.00	\$270.00	\$240.00	\$215.00	\$200.00	\$175.00	\$155.00	\$140.00	\$170.00	\$110.00			Survey	Geotech	Landscape	Potholing			
Task 1 - Project Management, Permittina. Coordination and Meefinas	20	80	20	20	20		20	70				20		270	\$ 70,600.00					\$ -	\$ 70,600.00	
Task 2 - Record Research and Utility Coordination		10				5		15	20					50	\$ 10,800.00					\$ -	\$ 10,800.00	
Task 3 - Survey		5						10						25	\$ 5,300.00					\$ -	\$ 5,300.00	
Task 4 - Geotechnical Investigation		5						5						10	\$ 2,550.00	\$ 175,500.00				\$ 175,500.00	\$ 46,535.00	
Task 5 - Preliminary Design		30	10	10		20		60	80	80	40		20	350	\$ 66,250.00					\$ -	\$ 66,250.00	
Task 6 - Hydraulic/Hydroloaqy Analysis		5	5	15		10	20		20					75	\$ 17,575.00					\$ -	\$ 17,575.00	
Task 7 - Water Quality/Low Impact Development (LID)		5	5	10		10	20		20					70	\$ 16,150.00					\$ -	\$ 16,150.00	
Task 8 - Community Outreach		10					20	10	20			30	10	100	\$ 19,100.00					\$ -	\$ 19,100.00	
Task 9 - Street Improvement Plans		60	30	40	40	20	40	150	200	150	200		50	980	\$ 185,250.00					\$ -	\$ 185,250.00	
Task 10: Storm Drain Plans		10	5	15		10	20		20					80	\$ 19,125.00					\$ -	\$ 19,125.00	
Task 11: Signing and Striping Plans		50	20	40	30		40	60	120	80	80		20	540	\$ 108,600.00					\$ -	\$ 108,600.00	
Task 12: Traffic Signal Plans		30	20	20	60		60	100	180	120	150			740	\$ 141,400.00					\$ -	\$ 141,400.00	
Task 13: Landscape and Irrigation Plans		10	5					20						35	\$ 8,650.00		\$ 86,250.00			\$ 86,250.00	\$ 94,900.00	
Task 14 - Opinion of Probable Construction Cost		10	10	5	5			20	30		40			120	\$ 23,825.00					\$ -	\$ 23,825.00	
Task 15 - Specifications		20	15	5	5	5	20	30						100	\$ 25,125.00					\$ -	\$ 25,125.00	
Task 16 - Potholing (Allowance)		5						5		5				15	\$ 3,325.00					\$ -	\$ 3,325.00	
Task 17 - Traffic Signal Timing		5			40		10	40	10		80			185	\$ 35,450.00			\$ 15,000.00		\$ 15,000.00	\$ 18,325.00	
Task 18 - Bid Support		10	5	5		5	5	30						60	\$ 14,350.00					\$ -	\$ 14,350.00	
Task 19 - Construction Support	5	15	5			5	5	20	10	20				80	\$ 17,825.00					\$ -	\$ 17,825.00	
Expenses																					\$ -	\$ -
Print, Travel, Mail																\$ 2,500.00					\$ -	\$ 2,500.00
Traffic Data Collection																\$ 5,000.00					\$ -	\$ 5,000.00
Total	25	375	155	185	200	85	280	645	740	455	590	50	100	3885	\$ 798,750.00	\$ 175,500.00	\$ 43,985.00	\$ 86,250.00	\$ 15,000.00	\$ 320,735.00	\$ 1,119,485.00	

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

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

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

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

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

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

Deductibles and Self-Insured Retentions

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

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

Other Insurance Provisions

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

Additional Insured Endorsement:

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

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

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

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

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

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Subcontractors

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

Risk Management

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

EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Consultant acknowledges that the project as defined in this Agreement between Consultant 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. Consultant shall perform all work on the project as a public work. Consultant 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, Consultant 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. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

5. Consultant 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 Consultant 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 Consultant or by any subcontractor.

6. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant 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. Consultant 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. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant 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, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. 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. The 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 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 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 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, Consultant 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, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant 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. 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 to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless, and defend (at Consultant's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties, or other amounts arising out of or incidental to any acts or omissions listed in this Exhibit "E" by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees, and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2024

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 Kremer Insurance Agency 9672 Via Excelencia San Diego CA 92126		CONTACT NAME: Carlos Sanchez Kremer PHONE (A/C, No, Ext): 858-547-9435 E-MAIL ADDRESS: admin@kremerins.com		FAX (A/C, No): 858-486-5440	
INSURED Chen Ryan Associates Inc. dba CR Associates 3900 5th Ave Ste 310 San Diego CA 92103		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: Truck Insurance Exchange			21709
		INSURER B: Mid Century Insurance Company			21687
		INSURER C: Travelers Casualty and Surety Company			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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 <input checked="" type="checkbox"/> Crime Coverage: 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	x	x	605878585	11/22/2024	11/22/2025	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 75,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							CYBER LIABILITY	\$ 1,000,000
A	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	x	x	605878585	11/22/2024	11/22/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			606683420	11/22/2024	11/22/2025	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	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	x	609463374	11/22/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability			106201541	11/22/2024	11/22/2025	EACH CLAIM	\$3,000,000
							AGGREGATE	\$4,000,000
							DEDUCTIBLE	\$25,000

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

The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are listed as additional insureds.

CERTIFICATE HOLDER**CANCELLATION**City of Redondo Beach
415 Diamond Street
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

Carlos Sanchez Kremer

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY NUMBER: 605878585



J6840
2nd Edition

ADDITIONAL INSURED – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers
Location Of Covered Operation(s):	
Effective Date Of Endorsement:	11/22/2024
If no entry appears above, information required to complete this endorsement will be shown in the Declarations.	

The BUSINESSOWNERS LIABILITY COVERAGE FORM is amended as follows:

- A.** With respect to the additional insured described in Paragraph **B.** of this endorsement, the following exclusions are added to Paragraph **1. Applicable To Business Liability Coverage** under Section **B. Exclusions**:

This insurance does not apply to:

1. "Bodily injury" or "property damage" for which the additional insured(s) is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured(s) would have in the absence of the contract or agreement.
2. "Bodily injury" or "property damage" occurring after:
 - a. Your ongoing operations at the location of covered operations other than service maintenance or repairs performed by you or on your behalf have been completed; or
 - b. The portion of your ongoing operation out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization.

But in no event shall this insurance apply to "bodily injury" or "property damage" arising out of your operations that were completed prior to the effective date of this endorsement.

3. "Bodily injury" or "property damage" arising out of any act or omission of the additional insured(s) or any of its "employees", agents or contractors other than you, except for general supervision by the additional insured(s) of your ongoing operations performed for that additional insured.
4. "Property damage" to:
 - a. Property owned, used or occupied by or rented to the additional insured(s);
 - b. Property in the care custody or control of the additional insured(s) or over which the additional insured(s) exercise physical control; or
 - c. Any work including materials, parts or equipment furnished in connection with such work which is performed for the additional insured by you.

- B.** Section **C. Who Is An Insured** is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only to the extent that the additional insured(s) is held liable for "bodily injury" or "property damage" caused in whole or in part by:
1. Your ongoing operations performed for such person or organization at the location designated above;
 2. The acts or omissions of your subcontractors acting on "your" behalf on the scheduled project in the performance of your ongoing operations for the additional insured(s) which start and are completed within the effective period of this endorsement; or
 3. The acts or omissions of such additional insured(s) in connection with its general supervision of such operations.
- C.** With respect to this endorsement, "wrap up policy" means an Owner or Contractor Controlled Insurance Program providing one or a series of policies designed to cover a specific construction project that insures all of the persons and entities working on such project.

The BUSINESSOWNERS COMMON POLICY CONDITIONS are amended as follows:

- A.** With respect to the additional insured described in Paragraph **B.** of this endorsement, Section **H. Other Insurance** is replaced by the following:

H. Other Insurance

1. Primary and Noncontributory Insurance

The coverage provided to an additional insured under this endorsement shall be primary and noncontributory ONLY to any insurance issued directly to the additional insured if:

- a. The Named Insured agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis;
- b. Such written contract or written agreement referenced in **a.** above was executed prior to the issuance of this endorsement;
- c. The additional insured designated herein has a policy with an Other Insurance provision making that policy excess; and
- d. There is no "wrap up policy" in effect for the work performed at the location designated in the Schedule of this endorsement.

2. Excess Insurance

If there is other valid and collectable insurance available to the additional insured(s) as an additional insured under other policies covering the work performed at the location designated and described in the schedule of this endorsement, this insurance will be excess over those policies.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 11/22/2024	Countersigned By: <div style="text-align: right;">(Authorized Representative)</div>
Named Insured: CHEN RYAN ASSOCIATES INC.	

SCHEDULE

Name of Person(s) or Organization(s): The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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

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 3.0% of the California workers compensation premium otherwise due on such remuneration, subject to a minimum charge of \$250.

All written contracts in the state(s) of:

CA

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 11/22/24

Policy No. B0946-33-74

Endorsement No.

Insured CHEN RYAN ASSOCIATES, INC.
(DBA) CR ASSOCIATES
3900 5TH AVE STE 310

Insurance Company MID-CENTURY INSURANCE COMPANY

SAN DIEGO CA 921033138

Countersigned By _____