

**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND CANNON CORPORATION**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Cannon Corporation, 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 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 determine 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 assist 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 7<sup>th</sup> day of July, 2020.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

DocuSigned by:  
  
E641867284BF4E4...  
William C. Brand, Mayor

CANNON CORPORATION  
a California corporation

DocuSigned by:  
  
57A1E396AB0E44E...  
By: Larry Kraemer  
Name: Larry Kraemer  
Title: Director, Public Infrastructure Division

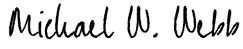
ATTEST:

DocuSigned by:  
  
72F2AC746C244CF...  
Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:  
  
A8ED8CF35EEF48C...  
Risk Manager  
Diane Strickfaden

APPROVED AS TO FORM:

DocuSigned by:  
  
669649EDE89D492...  
Michael W. Webb, City Attorney

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **I. MANHATTAN BEACH BOULEVARD RESURFACING – AVIATION BOULEVARD TO INGLEWOOD AVENUE PROJECT DEFINITION**

The Manhattan Beach Boulevard Resurfacing – Aviation Boulevard to Inglewood Avenue project involves street improvements, including repaving and restriping design, for Manhattan Beach Boulevard from Inglewood Avenue to Aviation Boulevard, approximately one mile in length (Collectively the "Project").

#### **II. CONSULTANT'S DUTIES**

Consultant shall perform the following duties.

##### **A. Preliminary Engineering Design**

1. **Project Management.** Perform management duties to complete the preliminary and final engineering design.
  - a. Attend the Project kick-off meeting and three (3) telephone conference calls to discuss the City's feedback on the 50%, 90% and Final milestone design submittals.
  - b. Prepare and transmit the meeting agendas and follow up meeting minutes as appropriate.
2. **Records Research.** Upon receipt of the Notice to Proceed, research and obtain readily available record drawings and any other data to complete the scope of work described herein.
3. **Utility Coordination.** Obtain a list of utility agencies within the Project limits from Underground Service Alert and issue Preliminary Utility Notices to request facility maps, if available at the Utility Agencies.
  - a. Send out second utility notices (with 90% plans) within one week after issuance of the 90% PS&E submittal to City staff, for verification of facilities.
  - b. Send out final utility notices along with approved plans, a tentative pre-construction meeting date and a tentative schedule date for construction.
  - c. Maintain a utility log to track who and when notifications were sent to and document the responses to the notices.
4. **Base Sheet Preparation and Field Review.**
  - a. Prepare street improvement base maps at a scale of 1" = 40' in AutoCAD.

- b. Show right of way lines from available City records utilizing the City provided topographic survey.
  - c. Ensure the base maps show underground utilities only within and up to 50' beyond the intersection of Manhattan Beach Boulevard and Dow Avenue, specifically within the vicinity of the proposed traffic signal poles/foundations improvements. Otherwise, underground utilities will not be shown outside of the intersection of Manhattan Beach Boulevard and Dow Avenue.
  - d. Prepare a 1" = 20' scale base plan in AutoCAD for the proposed traffic signal modifications. Ensure the plan shows topographic data gathered during the field review, utility data obtained by Consultant, and existing equipment based on the "as-built" traffic signal plan to be provided by the City.
  - e. Upon completion of the base sheet preparation, visit the Project site to determine potential constraints within the proposed limits of construction. Identify access concerns / traffic control concerns, note potential surface utility issues (including subsurface utilities only where issues may be applicable, i.e. traffic signal pole/foundations at Manhattan Beach Boulevard/Dow Avenue intersection) and other construction challenges and prepare a photo-log document of the Project site.
  - f. Update the existing AutoCAD base sheet from the data collected during Consultant's field review. Moreover, update the Project's existing CAD base sheet from the data collected during field review.
5. Conceptual Design for Class II Bike Lanes and Westbound U-Turn Pocket (30% Design Plans with Cost Estimates).
- a. Prepare a conceptual design plan (plan-view only with typical section) to include Class II bike lanes and the addition of a westbound U-Turn pocket between McBain Avenue and Gibson Place. Determine impacts to lanes, medians, and/or lane widths in order to maintain the bikeway improvements within the existing curb-to-curb street width.
  - b. Present the concept design to the City for review and determination if the bike lanes will be advanced to subsequent design phases.
  - c. Provide a rough "Order of Magnitude" construction cost estimate for the conceptual design.
6. Preliminary Design (50% Design Plans with Cost Estimates).
- a. Prepare a brief basis of design technical memorandum to include a Project description and background; need and purpose, summary of existing site conditions and description of proposed Project

improvements; and requirements for Class II bicycle lanes within the existing curb-to-curb width with the assumption that the existing curb and gutter will remain in-place.

- b. Generate an exhibit by a Google aerial map or City provided survey, and include it to show the approximate proposed limits of the improvements along with a typical cross-section and site photos.
- c. Prepare preliminary (50% level) street improvement design plans and preliminary opinion of probable construction costs (i.e. cost estimates) based on the City-selected preliminary design alternative from the 30% concept design phase. Use either option.
  - i. (1) pavement resurfacing, median landscape planting and irrigation and replacement of existing striping in-kind or
  - ii. (2) pavement resurfacing, median landscape planting and irrigation, and addition of a Class II bike lane within the existing curb-to-curb width along with consideration of median and lane width narrowing as applicable.
- d. Prepare the 50% plans at 1"=40' scale and plan view only sheets (2 viewports per sheet) and a typical cross section. Preparation of a title sheet is excluded from the Consultant's scope of work for preliminary engineering design.
- e. For the proposed median landscape and irrigation design, obtain available City record plans / as-built data for utilities including irrigation, electrical, and reclaimed water information (West Basin) to supplement Consultant's utility research. Ensure the landscape plan includes one layout sheet with two landscape design options for City approval. Provide one subsequent design. If no tree survey or arborist report is available, base locations of trees approximately on field walk.
  - i. If feasible, use the following existing facilities: existing irrigation meter, backflow preventer, controller, and mainline water. Design new valves, laterals, and drip system on the irrigation plan. Limit the design scope of work to landscaping and irrigation improvements within the center medians as well as frontage road medians only along Manhattan Beach Blvd. No landscaping and irrigation enhancements within the parkway/sidewalk are included. Ensure center median and frontage road median landscape design focus is for low water use with sustainable native plantings.
  - ii. Protect existing mature trees that are in good health will be protected in-place subject to the approval of the City. Remove turf in all medians, and replace with low water use landscape (i.e. reducing total irrigated area to meet local codes). Consider maintenance of medians, accessibility, and safety at edge

conditions for the landscape design. Ensure landscape planting and irrigation plans will be at 1"=20' scale and include only landscaped segments of raised center and frontage road medians along Manhattan Beach Boulevard. Prepare Water Efficient Landscape Documentation along with a conceptual design statement and include in the conceptual planting exhibit.

- f. Prepare a preliminary plan detailing proposed traffic signal pole sizes and locations in relationship to the proposed curb ramps. Submit the preliminary plan to the City for their preliminary approval. Upon City's concurrence, proceed with the preliminary traffic signal design.
- g. Prepare the Preliminary Opinion of Probable Construction Cost in accordance with the City's requirements. Incorporate recent, relevant South Bay region bid prices in the estimates and ensure they reflect recent trends in construction pricing and recent contract bids. Include the following base construction and two add-on options in the estimates for City Council funding consideration. Include pavement rehabilitation and landscape beautification in the base pricing.
  - i. Add-On #1: Include Class II bike lanes along Manhattan Beach Boulevard (if advanced from the 30% concept design phase).
  - ii. Add-On #2: Include traffic signal modification for the intersection of Manhattan Beach Boulevard and Dow Avenue.
- 7. Utility Potholing. To support the traffic signal pole design, provide utility potholing. Up to eight (8) X-Trench method potholes (3' by 3', "X" configuration for higher accuracy) are assumed and up to 10' deep for the locations of proposed traffic signal poles/foundations. Adjust this number on an as needed basis on locations of proposed/existing poles/foundations. Obtain a no-fee City permit to perform this work.

#### B. Plans, Specifications, and Cost Estimates

- 1. 90% PS&E. Once the preliminary engineering concepts and recommended approaches are approved by City staff, advance the final engineering to completion of the 90% and 100% PS&E construction documents for construction bidding purposes. Focus on resolving and incorporating the City's design review comments from the 50% submittal. All gaps in the design caused by changes or pending design and policy decisions will be specifically targeted for immediate resolution. Finalize construction details for the Project elements as part of this phase of the design process.
  - a. Plans. Include title sheet, typical sections and details sheet, street improvement plan sheets, signing and striping plan sheets, planting plan sheets, irrigation plan sheets, planting details sheet, irrigation details sheets, and traffic signal modification plan and details sheets. Upon City review of the preliminary traffic signal modification plan, finalize the plan. Include the new controller cabinet assembly, video detection system or loop detectors, EVP preemption, wireless interconnect, pull boxes, poles

and mast arms, signs, crosswalks, audible pedestrian push buttons and countdown pedestrian signal faces, striping, safety lighting, phase diagram, Type II or III service, rewiring the intersection, etc., in the final traffic signal design plan in compliance with current City, Caltrans, and CA MUTCD standards.

- b. Specifications. Prepare technical specifications based upon the boiler plate specifications supplied by the City. Describe bid items required by the plans or otherwise needed to accomplish the Project construction in the General Provisions and include them in the City's selected contractor's bid list. Reference Special Provisions to the SSPWC Greenbook (2015 Edition), Caltrans or other appropriate specifications. Prepare a bid schedule broken out into sufficiently detailed tasks to assist in evaluating the bids and preparing progress payments. Furnish the front-end contract and insurance documents, to complete the specification package.
- c. Cost Estimates. Develop a detailed Engineer's Opinion of Probable Construction Costs in accordance with the City's requirements for the 90% (and Final) submittals. Incorporate recent relevant bid prices, price quotes from equipment vendors, and reflect the most recent trends in construction pricing in the estimates. Include the following base construction and two add-on options for City Council Project funding consideration in the cost estimate. Base construction price to include pavement rehabilitation and landscape beautification.
  - i. Add-On #1: Include class II bike lanes along Manhattan Beach Boulevard (if advanced from the 30% concept design phase).
  - ii. Add-On #2: Include traffic signal modification for the intersection of Manhattan Beach Boulevard and Dow Avenue.

2. Final PS&E. Incorporate the City's design review comments from the 90% PS&E submittal. Generate an updated Opinion of Probable Construction Cost and compare to the allowable budget. If additional modifications need to incorporate alternates, attend a pre-bid conference, as requested by the City, to provide information to bidding contractors and respond to questions.

#### C. Construction Support

1. Pre-Construction Meeting. Upon City's request, attend the pre-construction meeting and respond to any questions received during or after the meeting. Use City's selected contractor and City's redlined drawings to prepare electronic as-built drawings.
2. Respond to Requests for Information (RFI's). Provide responses to Request for Information (RFI) submitted by bidding contractors. Prepare and distribute clarification drawings at City's request.

3. Review Contractor Submittals. Provide the City's selected contractor's submittals and shop drawings to the City. Complete shop drawing reviews within three (3) working days of receipt.
4. As-Built Plan Preparation. Use City's selected contractor's and City's redlined drawings to prepare electronic as-built drawings. Draft revision clouds around all construction revisions. Submit a bond copy, AutoCAD files, and a PDF copy of the final As-builts for the City's records.

#### **D. CITY'S DUTIES**

City will perform the following duties.

1. Review Contractor Submittals. Provide the City's selected contractor's submittals and shop drawings to the City. Complete shop drawing reviews within three (3) working days of receipt.
2. Provide copies of available existing data, record drawings, AutoCAD drawings of the topographic survey, and any other information relevant to the Project.
3. Provide pocket length for addition of westbound U-turn pocket.
4. Provide traffic index and pavement design life for basis of pavement design.
5. Provide access to the Project property.
6. Coordinate the Project team meetings and correspondence.
7. Provide Project management services for the Project.
8. Provide a recommendation for thickness of grind and overlay and do not assume asphalt concrete pavement reconstruction or "digouts" for Section II.A.6.
9. Provide sufficient planting information (i.e. examples for plant palettes or plant selection choices) including those from City street tree list to assist Consultant in completing his duties under Section II.A.6.e.
10. Transmit City's selected contractor's submittal (as provided in Section II.C.3) to the Consultant for review to Section II.C.3.

## **EXHIBIT "B"**

### **SCHEDULE FOR COMPLETION**

**TERM.** The term of the Agreement shall commence on July 7, 2020 and expire on June 30, 2021 ("Term") unless otherwise terminated as herein provided. Notwithstanding the foregoing, Consultant shall complete Tasks II.A and II.B within 120 calendar days of the start date in the City's Notice to Proceed. City may amend the schedule at its sole discretion.



## EXHIBIT "C"

### COMPENSATION

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

- I. PROFESSIONAL FEES SCHEDULE.** Consultant shall be paid in accordance with the following schedule.

<b>TASK NO. &amp; DESCRIPTION</b>	<b>AMOUNT</b>
<b>A – Preliminary Engineering Design</b>	
1: Project Management .....	\$ 9,380
2: Records Research .....	\$ 3,340
3: Utility Coordination .....	\$ 3,335
4: Base Sheet Preparation & Field Review .....	\$ 9,200
5: Conceptual Design Including Class II Bike Lanes & Westbound U-Turn Pocket (30% P&E) .....	\$ 4,650
6: Preliminary Design (50% P&E) .....	\$ 28,760
7: Utility Potholing .....	\$ 13,390
<b>B – Plans, Specifications and Cost Estimates</b>	
1: 90% PS&E .....	\$ 37,645
2: Final PS&E .....	\$ 18,855
<b>C – Construction Support</b>	
1: Pre-Construction Meeting .....	\$ 925
2: Respond to RFIs .....	\$ 3,470
3: Review Contractor Submittal .....	\$ 3,200
4: As-Built Preparation .....	\$ 4,730
<b>Subtotal = \$ 140,880</b>	

- II. REIMBURSABLE EXPENSE.** Consultant will be reimbursed for certain expenses, which include costs for specialty printing (other than B&W on standard ledger or tabloid size paper), delivery fees (UPS charges), IRS mileage rates, and City's Business License fees. In no event shall the reimbursable expenses exceed \$1,410.

- III. NOT TO EXCEED AMOUNT.** Notwithstanding the foregoing, the total amount paid to Consultant, including expenses shall not exceed \$142,290.

- IV. METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment. Invoices shall provide the description of work performed, percentage of work completed, prorated fee for any partial work completed, and if

applicable, expenses incurred. Consultant shall submit digital copies of the invoice. Invoice must be itemized, adequately detailed, based on accurate records, in a form reasonably satisfactory to City, and attach the prior written authorization of the City and copies of receipts to substantiate expense requests. Consultant shall provide any other back-up material upon request.

**V. SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within (30) days of the City's receipt and approval of the monthly invoice; provided, however, that that services are completed to the City's reasonable satisfaction and there is no dispute over the amount.

**VI. 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: Cannon Corporation  
16842 Von Karman Avenue, Suite 150  
Irvine, CA 92606  
Attn: Gary Solsona

City: City of Redondo Beach  
Public Works Department, Engineering Services Division  
415 Diamond Street, Door E  
Redondo Beach, CA 90277  
Attn: Nik Boas

All notices, including notices of address changes, provided under this Agreement are deemed received on the 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.