# FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH AND FEHR & PEERS, INC.

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Fehr & Peers, Inc., a California corporation ("Consultant").

WHEREAS, on July 16, 2024, the parties hereto entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, the parties hereto desire to include additional tasks, specifically a speed profile analysis for Inglewood Avenue; and

WHEREAS, the parties hereto desire to increase the Consultant's compensation to reflect the cost of the additional task.

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

- PROJECT DESCRIPTION AND SCOPE OF SERVICES. Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-1", which details the addition of Task 7: Speed Profile Analysis. Exhibit "A-1" is attached hereto and incorporated by reference.
- 2. COMPENSATION. Exhibit "C" of the Agreement is hereby amended to include Exhibit "C-1", which establishes the compensation limit for Task 7, not to exceed \$6,500, and adjusts the total compensation limit under the Agreement to \$91,785. This First Amendment also updates the notice provision. Exhibit "C-1" is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit "A-1".
- 3. **NO OTHER AMENDMENTS**. Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this  $5^{th}$  day of November, 2024.

CITY OF REDONDO BEACH, a chartered municipal corporation	FEHR & PEERS, INC., a California corporation			
James A. Light, Mayor	By: Name: Title:  Signed by:  Michael kennedy  Principal			
ATTEST:	APPROVED:			
Eleanor Manzano, City Clerk	Diane Strickfaden, Risk Manager			
APPROVED AS TO FORM:				
Michael W. Webb, City Attorney				

#### **EXHIBIT "A-1"**

## PROJECT DESCRIPTION AND SCOPE OF SERVICES

### I. PROJECT DESCRIPTION

Consultant has been retained to provide transportation planning and conceptual engineering services for pedestrian and bicycle crossing enhancements on Aviation Boulevard, between Artesia Boulevard and Manhattan Beach Boulevard, as part of the Measure M funded project (the "Project"). The scope of the Project has been expanded to include a speed profile analysis on Inglewood Avenue, between Artesia Boulevard and 190th Street (Task 7). This additional analysis shall provide a comprehensive understanding of speed variations and detailed profiles along Inglewood Avenue, between Artesia Boulevard and 190th Street.

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

## A. TASK 7. SPEED PROFILE ANALYSIS

Consultant shall:

- 1. Utilize Wejo data from the October 2022.
- 2. Summarize Wejo speed data for various times of day and peak periods in Excel format.
- 3. Prepare up to four (4) graphics illustrating the detailed speed profile along the study area
- 4. Draft a short technical memorandum summarizing the findings and observations.
- 5. Meet with City Project manager to present and discuss the results

#### **EXHIBIT "C-1"**

### **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 rate schedule attached to the Agreement.
- II. **METHOD OF PAYMENT**. Consultant shall provide monthly invoices to City for approval and payment. Invoices must be based services performed in the prior month and include the following details: description of services performed, dates of service, hourly rate, hours worked, title of staff person, task number, fee for each task, and total amount. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to the City. Consultant may be required to provide backup material upon request.
- III. **SCHEDULE FOR PAYMENT**. Consultant shall be paid monthly in arrears based on the completion of the task to the City's reasonable satisfaction. City agrees to pay Consultant within thirty (30) days of receipt of monthly invoice, subject to the total compensation limit of \$6,500 for Task 7 and \$91,785 for the Agreement, including any amendments hereto.
- IV. **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: Fehr & Peers

100 Oceangate, Suite 1425 Long Beach, CA 90802

Attention: Michael Kennedy, Principal, Long Beach Office Leader

Email: M.Kennedy@fehrandpeers.com

City of Redondo Beach

Public Works Department, Engineering Services Division

415 Diamond Street

Redondo Beach, CA 90277

Attention: Ryan Liu, 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.



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## CERTIFICATE OF LIABILITY INSURANCE

GEBERTTI

DATE (MM/DD/YYYY) 6/6/2024

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).

RODUCER License # 0E67768	CONTACT Gigi Yuen			
OA Insurance Services 875 Hopyard Road suite 200 Pleasanton, CA 94588		925) 416-7869		
	E-MAIL ADDRESS:			
	INSURER(S) AFFORDING COVERAGE	NAIC #		
	INSURER A: RLI Insurance Company	13056		
NSURED	INSURER B: Sentinel Insurance Company, Ltd	11000		
Fehr & Peers	INSURER C: Liberty Insurance Underwriters, Inc.	19917		
100 Pringle Avenue, Suite 600 Walnut Creek, CA 94596	INSURER D: At-Bay Specialty Insurance Company	19607		
	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	TYPE OF INSURANCE	ADDL SU	JBR	POLICY EFF	POLICY EXP	LIMIT	e
A	X COMMERCIAL GENERAL LIABILITY	INSD W	VD POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)		2 000 000
	CLAIMS-MADE X OCCUR		PSB0006683	12/6/2023	12/6/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 4,000,000
	POLICY X PRO-					PRODUCTS - COMP/OP AGG	\$ 4,000,000
	OTHER:						\$
Α	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	ANY AUTO		PSA0002276	12/6/2023	12/6/2024	BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
Α	UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE		PSE0002889	12/6/2023	12/6/2024	AGGREGATE	\$ 5,000,000
	DED RETENTION\$						\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	57WEGZJ1989	5/1/2024	5/1/2025	E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)  If yes, describe under					E.L. DISEASE - EA EMPLOYEE	
_	DÉSCRIPTION OF OPERATIONS below		4 EVNV 4 DEE 10000	40/0/000	40/0/0004	E.L. DISEASE - POLICY LIMIT	
	Professional Liab.		AEXNYABEFJ2008	12/6/2023	12/6/2024	Per Claim/Aggregate	5,000,000
D	Cyber Liability		ATB677484503	4/29/2024	4/29/2025	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Project Number / Name: Aviation Pedestrian Crossing Improvements

CERTIFICATE HOLDER	CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Redondo Beach
Public Works Department, Engineering Division
415 Diamond Street
Redondo Beach, CA 90277

**AUTHORIZED REPRESENTATIVE** 

ACORD 25 (2016/03)