

**AGREEMENT FOR PROJECT SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND SAN PEDRO SIGN COMPANY**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and San Pedro Sign Company, a California corporation ("Contractor" or "Consultant").

WHEREAS, the City owns and maintains the King Harbor Gateway Sign, a historic landmark;

WHEREAS, the King Harbor Gateway Sign requires maintenance and related work to address wear and deterioration and preserve its appearance, functionality, and continued operation;

WHEREAS, the City requires maintenance services for the King Harbor Gateway Sign, consisting of routine, recurring, and as-needed maintenance, inspection, repair, and related activities, as further described in Exhibit "A" of this Agreement;

WHEREAS, pursuant to Title 2, Chapter 6.1, Section 2-6.1.01(a) of the City Municipal Code, a "public works project" includes the maintenance of any City-owned facility;

WHEREAS, the work described in Exhibit "A" falls within the definition of a "maintenance project" under Title 2, Chapter 6.1, Section 2-6.1.01(h) of the City Municipal Code, as it constitutes activities necessary for the preservation, upkeep, and continued operation of an existing City owned facility;

WHEREAS, under Title 2, Chapter 6.1, Section 2-6.1.09 of the City Municipal Code, maintenance or repair projects may be performed by negotiated contract and are not subject to competitive bidding requirements, subject to applicable authorization thresholds and procedures set forth therein; and

WHEREAS, the City and Contractor desire to enter into this Agreement.

NOW, THEREFORE in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".

- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".
- D. Insurance. Contractor shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
- E. Agreement to Comply with California Labor Law Requirements. Contractor agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".

* * * * *

GENERAL PROVISIONS

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor 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. Contractor 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 Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor 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, Contractor 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 Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor 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 Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor 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 Contractor, 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 Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, 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". Contractor, 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 five (5) years after Contractor'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. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor 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 Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor 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 Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor 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 Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor 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. Contractor acknowledges, represents and warrants that Contractor 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 Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor 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 Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor 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 Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor'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 Contractor 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. Contractor 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 Contractor's breach of this Agreement.
13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor 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. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor 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. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. 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). Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor 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.
 - a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the

deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

- b. Waiver of Right of Subrogation. Contractor, 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. Contractor 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. Contractor 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. 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. 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. 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 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor 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. 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 comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

- b. Labor Law Requirements. Contractor 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. Contractor 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. Contractor 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. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Contractor shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
19. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor 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 Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor 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 Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor 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 Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

20. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor 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 Contractor 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 Contractor.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor 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 Contractor, 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, Contractor 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 Contractor against City hereunder shall be subject to Government Code §§ 810 *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. Contractor 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; Correction of Work. Contractor warrants that all products and work provided under this Agreement shall:
- a. be delivered with good title, free of liens and encumbrances;
 - b. conform to the requirements of this Agreement;
 - c. be free from defects in materials and workmanship; and
 - d. be fit for their intended purpose.

Unless otherwise specified, this warranty shall remain in effect for one (1) year from the date of delivery or acceptance by the City, whichever is later, except that consumable items, such as batteries and lightbulbs shall be warranted for thirty (30) days.

If, within the applicable warranty period, any product or work is determined by the City to be defective or nonconforming, Contractor shall, upon City's written notice and at its sole cost and expense, promptly repair, correct, or replace such product or work, including all labor, supervision, materials, removal, reinstallation, and related costs. If Contractor fails to do so, the City may perform the work and Contractor shall reimburse the City for its reasonable costs. All corrected or replaced work shall be subject to the same warranty.

Nothing in this Section 33 shall limit Contractor's obligation to correct or replace defective work or Contractor's indemnity obligations under Section 14. The warranty set forth in this Agreement shall survive the termination or expiration of this Agreement and shall remain in full force and effect for the applicable warranty periods stated herein and under any assigned or passed through third-party manufacturer warranties.

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 Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, 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 Contractor.
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 4th day of August, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

SAN PEDRO SIGN COMPANY,
a California corporation

James A. Light, Mayor

By: _____
Name: _____
Title: _____

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

A. PROJECT OVERVIEW

The Project consists of repairing and updating the City-owned "Redondo Beach – King Harbor" gateway sign (collectively the "Project") located at Pacific Coast Highway and Catalina Avenue, Redondo Beach, CA, 90277.

The goal of the Project is to replace the gateway sign's faces and restore the sign structure to its original condition, while updating its appearance to improve visibility, support community branding, and ensure consistency with the City's current design standards.

B. SCOPE OF WORK

The Project scope of work includes the following:

1. Removal and disposal of existing sign faces.
2. Fabrication of new sign faces off-site.
3. Delivery and installation of new sign faces per City specifications.
4. Repair and preparation of the sign structure as provided herein to support installation.
5. Prepare and paint sign cabinets and structural poles per City specifications.

The Contractor shall furnish all labor, materials, equipment, tools, permits, traffic control measures, and services necessary to complete the Project. All new sign faces shall be produced in accordance with design specifications provided by the City.

A recent condition assessment conducted by the City's Department of Public Works determined that the existing structural pipes are suitable for refurbishment. The Contractor shall refurbish and retain these structural components as directed by the City. Replacement of the structural poles is excluded from the scope of work.

C. TASKS AND ACTIVITIES

The Contractor shall perform all tasks and activities necessary to complete the Work as described in this Exhibit. The following tasks outline the required responsibilities of the Contractor:

1. Task 1 – Submittals, Design & Permits
 - a. Prepare and submit complete design submittal to the City for review and approval.
 - b. Obtain all required permits and approvals, including but not limited to permits issued by the City and the California Department of Transportation (Caltrans).

2. Task 2 – Sign Fabrication

- a. Fabricate off-site of **two (2) new 10 foot (10') suspended flex faces** with digitally printed graphics.
- b. Fabricate **four (4) new 6 feet 4 inch by 35 feet 6 inches (6'- 4"x35'-6") suspended flex faces** with 3M transcalent copy reading: **"REDONDO BEACH" and "KING HARBOR"**.
- c. Fabricate **two (2) new 2 feet 6 inch by 64 feet 4 inches (2'- 6"x 64'-4") suspended flex faces** with 3M transcalent copy reading: **"REDONDO BEACH" and "KING HARBOR"**.
- d. Fabricate all new sign faces in accordance with City-approved design drawings, specifications, colors, typography, and graphic standards. The City will provide all required color, font and graphics files upon execution of this Agreement.
- e. Transport the fabricated sign to the Project site for installation.

3. Task 3 – Traffic Plan

- a. Obtain a stamped and approved engineered Traffic Control Plan (TCP), along with all necessary permits, from Caltrans and the City.
- b. Prepare and submit to the City a detailed Project-specific TCP approved by a registered Civil or Traffic Engineer.
- c. Furnish, install, maintain, and remove all required traffic control devices necessary to safely complete the Work, including but not limited to signs, lights, barricades, cones, arrow boards, and flaggers.
- d. Ensure all traffic control within and around the work area complies with the latest edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD) and all applicable local, state, and federal regulations.

4. Task 4 – Sign Preparation and Installation

- a. Remove the existing sign faces from the eight (8) existing single face sign cabinets. Dispose of all the existing sign faces except for the center cabinet face, which will be delivered to the City Public Works Director or designee.
- b. Conduct a comprehensive condition assessment of the existing sign structure, support components, and electrical systems following removal of the existing sign faces. The assessment shall verify the condition, integrity, and suitability of all components proposed to remain in service and be reused as part of the completed installation. Any deficiencies, deterioration, damage, or conditions affecting performance or safety of the sign shall be documented and reported to the City.
- c. Based on the preliminary site assessment and available Project information, replacement of existing electrical components, conduit, wiring, structural steel members, support pipes, or foundations is not included in the scope of work. If concealed or unforeseen conditions are encountered during construction that necessitate repairs, replacement, or modification of existing structural or electrical components, the Contractor shall notify the City and provide documentation describing the condition and

recommendations for corrective action. No additional work beyond the approved scope of work shall proceed without prior written authorization from the City.

- d. Install new flex faces onto eight (8) existing single face cabinets in accordance with City approved design specifications.
- e. Clean and sand all surfaces of the existing sign cabinets and structural poles to remove dirt, rust, and loose paint. Paint material shall be Steel (Sherwin-Williams). Paint two coats of Sherwin-Williams Pro Industrial DTM Acrylic topcoat, color-matched as required. Any changes to paint colors and materials shall be approved by the City prior to application.
- f. Remove and dispose of existing LED lighting in accordance with all applicable laws and regulations, and furnish and install new 24-volt single-sided Prism HO LED lighting rated at 6500K, including all required power supplies.

D. DELIVERABLES

The Contractor shall deliver and install the fabricated sign at the Project site in accordance with all City-approved specifications and shall restore the site to its pre-project condition upon completion of the work.

E. PROJECT SCHEDULE

- 1. Contractor shall perform and complete the work in accordance with the Performance Schedule set forth in Exhibit "B".
- 2. Project construction activities requiring traffic control, lane closures, or access restrictions are anticipated to require five (5) but no more than ten (10) working days. To minimize impacts to traffic, adjacent businesses, and the public, the Contractor shall maintain an efficient work sequence and adequate staffing to minimize the duration the sign remains out of service. Once traffic control measures are implemented and the existing sign faces are removed, the Contractor shall proceed continuously with inspection, preparation, installation, testing, and commissioning activities until the new sign faces are fully installed and operational.
- 3. On-Site Work Schedule
 - a. Day 1: Traffic control implementation, mobilization, removal of existing sign faces, and condition assessment of exposed structural and electrical components.
 - b. Days 2-4: Preparation of the existing sign structure and installation of new sign faces and associated components.
 - c. Day 5-10: Painting, final adjustments, testing, cleaning, punch list completion, demobilization, and site restoration.
- 4. The Contractor shall coordinate all work activities with the City and promptly notify the City of any unforeseen conditions that may affect the Project schedule

or scope of work. The City Public Works Director or designee reserves the right to extend the on-site Project timeline at its sole discretion.

F. PERFORMANCE REQUIREMENTS

The Contractor shall meet the following performance requirements:

1. Perform all Work in accordance with City-approved design drawings, specifications, and applicable codes and regulations.
2. Maintain required permits and implement traffic control in compliance with the approved Traffic Control Plan and the California MUTCD.
3. Ensure all fabrication and installation work meets required quality standards and is completed using City-approved materials and methods.
4. Maintain an efficient work sequence and adequate staffing to minimize the duration the sign remains out of service.

G. REPORTING REQUIREMENTS

The Contractor shall comply with the following reporting requirements:

1. Submit required design submittals and material samples for City review and approval prior to fabrication.
2. Provide copies of all approved permits and stamped Traffic Control Plans before mobilization.
3. Notify the City promptly of any unforeseen conditions affecting schedule or scope and obtain written authorization before performing additional work.

H. ROLES AND RESPONSIBILITIES

1. Contractor Responsibilities

The Contractor shall perform all tasks and activities necessary to complete the Work as described in this Exhibit.

2. City Responsibilities

The City will provide design drawings, specifications, colors, typography, and graphic standards. The City will provide all required color, font, and graphic files upon execution of the Agreement. The City will provide access to the Project site for the duration of the on-site work.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. This Agreement shall commence on August 4, 2026 and shall continue through August 3, 2027 unless otherwise terminated as herein provided.

PERFORMANCE SCHEDULE

Unless otherwise approved in writing by the City the Project timeline is as follows:

- **August 17, 2026:** Contractor shall submit the final design drawings to the City for approval.
- **September 30, 2026:** Contractor shall provide final stamped and approved engineered Traffic Control Plan and all required permits to the City.
- **October 26-November 6, , 2026:** On-site work, sign installation and painting. Any street or lane closures will be limited to ten (10) working days unless approved in writing by the City.
- **November 6, 2026:** Project completion and return of the site in pre-project condition.

EXHIBIT "C"

COMPENSATION

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

- A. **AMOUNT.** Contractor shall be paid in the amount of \$158,786.24, inclusive of all parts, hardware, and labor for completion of the work described in Exhibit "A".

Description (including labor at prevailing wage)	Quantity	Total Cost
Fabricate off-site two (2) new 10 foot (10') suspended flex faces with digitally printed graphics	2	\$5,940
Fabricate four (4) new 6 feet 4 inch by 35 feet 6 inches (6'-4"x35'-6") suspended flex faces with 3M transcalent copy reading: "REDONDO BEACH" and "KING HARBOR".	4	\$33,831.60
Fabricate two (2) new 2 feet 6 inch by 64 feet 4 inches (2'-6"x 64'-4") suspended flex faces with 3M transcalent copy reading: "REDONDO BEACH" and "KING HARBOR".	2	\$6,433.34
Removal of existing sign faces on (8) existing face sign cabinets	1	\$9,611
Install new flex faces onto eight (8) existing single face cabinets	1	\$38,024.80
Clean and sand all surfaces of existing sign cabinets and poles to remove dirt, rust, and loose paint. Paint material shall be Steel (Sherwin-Williams). Paint two coats of Sherwin-Williams Pro Industrial DTM Acrylic topcoat, color-matched as required.	1	\$31,504.64
Paint Material – Steel (Sherwin -Williams)	1	\$6,288.96
New LED Lighting: 24V Prism HO LED, 6500K, Single Sided and power supplies	1	\$9,021
Remove and install new LED lighting.	1	\$12,133.20
Sales Tax		\$5,997.70
Total		\$158,786.24

- B. **REIMBURSABLE EXPENSES.** Contractor shall not be entitled to reimbursement for any expenses. The compensation set forth herein is fully burdened and includes all costs necessary to perform the work described in Exhibit "A".
- C. **NOT TO EXCEED AMOUNT.** In the event that unforeseen conditions or circumstances arise in connection with the services described in Exhibit "A," including but not limited to unforeseen conditions involving electrical components, conduit, wiring, structural steel members, support pipes, foundations or replacement of any of these components not included in the scope of work described in Exhibit "A," Contractor shall notify the City and submit a written estimate for any proposed additional work. Subject to the prior written approval of the City Public Works Director, Contractor may utilize up to \$15,878 in contingency funds to perform such additional

work. In no event shall the total compensation payable to Contractor under this Agreement exceed \$174,664.24.

- D. **METHOD OF PAYMENT.** Contractor shall submit a final invoice for services performed once the Project is deemed complete by the Public Works Director or designee. The invoice shall indicate the dates of service, description of services performed, task number, description of parts or hardware, quantity, unit cost, corresponding amount, the total amount, and, if applicable, the cost of City preapproved subcontractors plus markup.

Invoices must be itemized, adequately detailed, based on accurate records, and, if applicable, attach subcontractor invoices. Invoices must be in a form reasonably satisfactory to the City. Contractor may be required to provide backup material upon request.

- E. **SCHEDULE FOR PAYMENT.** The City will make final payment within 45 days after the services are completed to the City's reasonable satisfaction. The payment schedule will be as follows:

<u>Milestone</u>	<u>Deliverable</u>	<u>Payment Percentage</u>
Exhibit "A" Task 1: Submittals, Design & Permits	Successful completion and City acceptance of Task 1	20%
Exhibit "A" Task 2: Sign Fabrication	Successful completion and City acceptance of Task 2, excluding Task 2(e).	40%
Project Completion (Tasks 2(e), 3, and 4	Successful completion and City acceptance of Tasks 2(e), 3, and 4	40%

Successful completion of each task shall be determined by the City Public Works Director or designee, in his/her sole discretion.

- F. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Contractor: San Pedro Electric Sign Company
701 Lakme Ave.
Wilmington, CA 90744
Attention: Gus Navarro, Jr.
Email: gus.jr@spesco.com

City: City of Redondo Beach
Public Works Department
531 N. Gertruda Ave.
Redondo Beach, CA 90277
Attention: Mike Klein

Email: michael.Klein@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.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor 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 Contractor, 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.

Minimum Limits of Insurance

Contractor 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 of \$4,000,000 shall apply separately to this project.

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.

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 Contractor 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 shall 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 shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

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

For any claims related to this project, the Contractor'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 Contractor'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.

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 Contractor's part.

Acceptability of Insurers

Insurance shall 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

Contractor 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 shall 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

Contractor 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

Contractor 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 is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

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