

**FIRST AMENDMENT TO THE AGREEMENT  
FOR CONSULTING SERVICES BETWEEN  
THE CITY OF REDONDO BEACH AND HIRSCH & ASSOCIATES, INC.  
(LANDSCAPE ARCHITECTS)**

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 Hirsch & Associates, Inc. (Landscape Architects), a California Corporation ("Contractor" or "Consultant").

WHEREAS, on November 21, 2017, the parties entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, the City desires to develop a conceptual plan for an extension of the North Redondo Beach Bikeway, which shall include solar bikeway lighting, from its intersection with Felton Lane, through the Southern California Edison ("SCE") Right-of-Way, and terminate at Inglewood Avenue; and

WHEREAS, upon approval of the conceptual plan by SCE and the City Council, the City may prepare construction documents for the bikeway extension to secure construction bids; and

WHEREAS, the parties desire to amend the Agreement to provide additional services, extend the term of the Agreement; and provide additional compensation.

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

1. SCOPE OF SERVICES. Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-1" to provide additional tasks to develop the conceptual plan and construction documents for the extension of the bikeway. Exhibit "A-1" is attached hereto and incorporated by reference.
2. SCHEDULE FOR COMPLETION. Exhibit "B" of the Agreement is hereby amended to add Exhibit "B-1", which extends the Agreement to December 31, 2020. Exhibit "B-1" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibits "A" and "A-1" of the Agreement in accordance with the schedule set forth in Exhibit "B-1".
3. COMPENSATION. Exhibit "C" of the Agreement is hereby amended to add Exhibit "C-1" to increase the limit for the total compensation paid to Consultant by \$48,950 for a total compensation limit of \$113,300. Exhibit "C-1" is attached hereto and



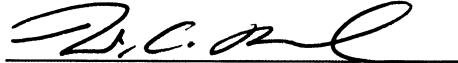
incorporated by reference. Consultant shall be compensated for the services described in Exhibit "A-1" of the Agreement.

4. 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 22<sup>nd</sup> day of January, 2019.

CITY OF REDONDO BEACH



William C, Brand, Mayor

HIRSCH & ASSOCIATES, INC.  
(LANDSCAPE ARCHITECTS)

By:

Name: CHARLES FOLEY

Title: VICE PRESIDENT.

ATTEST:



Eleanor Manzano, City Clerk

APPROVED:



Jill Buchholz, Risk Manager

APPROVED AS TO FORM:



Michael W. Webb, City Attorney



## EXHIBIT "A-1"

### SCOPE OF WORK

#### I. **BIKEWAY EXTENSION PROJECT DEFINITION**

The project requiring additional duties is defined as the North Redondo Bikeway Extension Project ("Extension Project") and is described as the extension in kind of the North Redondo Beach Bikeway, which includes solar path lighting, between Felton Lane and Inglewood Avenue and a permeable surface parking lot accommodating up to 25 spaces with solar lighting.

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

Consultant shall perform the following duties

##### A. General Duties

1. Basic Services. Perform all the necessary professional landscape architectural and the Extension Project land survey services in a timely and professional manner consistent with the standards of the profession.
2. Project Management. Provide overall project management, project scheduling and consultation with all parties and team members throughout the entire the Extension Project term. Meet with City staff, and other City designated parties to establish communications and formulate working relationships.
3. City Provided Information. Request from the City all existing documentation it has on file for the Extension Project that may include existing utility locations and depths, survey information, copies of easement documentation, list of governing agencies having jurisdiction over the Extension Project, and the contact person for the agency, all recorded parcel, tract or lot maps, legal descriptions, street improvement plans and storm drain plans. Make a good-faith effort to verify the accuracy of such information and utilize it in the preparation of the final working drawings and specifications.
4. Communication. Participate in consultations and conferences with City staff and governing agencies having jurisdiction over the Extension Project that may be necessary for the completion of the Extension Project. Such consultations and conferences shall continue throughout the duration of the Extension Project.
5. Project Feasibility. Provide advice and assistance in determining the feasibility of the Extension Project, analysis the type and quality of materials and construction methods to be selected, and other initial planning matters.





6. Budget. Exercise best judgment taking into account the size, type and quality of construction to achieve a mutually agreed upon Extension Project budget.

## B. Specific Tasks

1. Task 6 – Inventory and Analysis. Meet with City staff and others, including but not limited to, neighbors, residents, bike interest groups, City Council members, and SCE officials to review and discuss the design the Extension Project scope, design detail and schedule. Undertake survey and obtain all design and utility plans for the Extension Project site. Coordinate with staff and other team members by phone, fax and email.
  - a. Field Survey. Provide field survey of Extension Project area including all above grade visible utilities, finish surface elevations, spot elevations throughout the site, walls/fences, curbs and gutter and elevations at 50' on center along street frontages. Include Record Boundary Lines on survey. Ensure the control is tied to a local Bench Mark.
  - b. Topographic Mapping. Prepare the topographic mapping at a scale of 1"= 20' showing a one (1) foot contour interval. Ensure the mapping shows all the visible planimetric features within the limits. Deliver one (1) set of digital (AutoCAD and PDF) data of the described mapping data.
  - c. Site Conditions. Visit site and verify survey with existing conditions and the as built documents and utility plans. Photo document existing conditions. Identify opportunities and constraints for proposed improvements. and
  - d. Soil Assessment. Arrange and schedule Soil Exploration Company to undertake (1) infiltration test and report at proposed parking lot location and perform a Geotechnical report providing recommendations for slab on grade light pole footing design.
2. Task 7 - Conceptual Design and Community Presentation. Use Task 6 data to prepare the conceptual layout for site design showing proposed pathway location, light locations and parking lot layout and materials. Specifically, perform the following duties.
  - a. Obtain preliminary photometric plan from the lighting manufacturer.
  - b. Prepare preliminary construction cost estimate to verify proposed concept is within the City's construction budget.
  - c. Meet with City and SCE to obtain input and revise the Conceptual Design, as necessary to receive approval. Print Conceptual Design on bond paper in black & white format.



- d. Present conceptual plan and exhibits to Community at any City designated meeting to obtain input.
  - e. Memorialize meeting minutes from City designated meeting, distribute to City staff and others for recordation.
  - f. Revise Conceptual Plan per input received. Prepare color revised conceptual plan for presentation to City Recreation and Parks Commission to receive input. Revise as necessary.
  - g. Prepare Final Conceptual Plan, preliminary construction cost estimate for presentation to City Council. Review with staff, and revise as necessary for approval.
  - h. Present Final Conceptual Plan to City Council. Revise as necessary from input received.
3. Task 8 - Design Development. Use the approved conceptual design to prepare detailed design development plans for review and approval. Design Development plan deliverable package shall be the basis for the Construction Document package. Ensure the Design Development Package shall be equivalent to 25% Construction Documents for City review and comment. Include the following components in the Design Development plans.
- a. Preliminary Grading Plan.
  - b. Design development exhibits in sufficient detail to describe the design character to City staff.
  - c. Revised Preliminary Construction Cost Estimate.
4. Task 9 - Construction Documents. Use approved Design Development drawings to prepare construction drawings and specifications setting forth in detail all work to be undertaken. Prepare construction documents in AutoCAD 2013, with the Extension Project specifications prepared in CSI Word format. Prepare plans in accordance with City standards, Standard Specifications for Public Works Construction, and applicable portions of American Public Works Association Standards.
- a. Prepare 70% complete construction documents and submit to City Staff and governing Agencies for cursory review and comment.
  - b. Prepare 100% complete construction documents and submit to City staff and governing agency, including without limitation, SCE and LA County Flood Control for plan check process commencement. Include the Probable Construction Cost Estimate within the 100% completion package
  - c. Submit plan sets to all governing agencies for plan check review. Respond to plan check comments by revising plans, calculations and details as well as providing written response



letter for all comments received. Obtain all governing agencies' approval/permit.

- d. Ensure the construction documents generally consist of the following components.
  - i. Cover Sheet
  - ii. Demolition plans, details and notes
  - iii. Erosion Control plans, details and notes
  - iv. Grading plans, details and notes
  - v. Construction plans, details and notes
  - vi. Structural plans, details and notes (Light Pole Footings)
  - vii. Photometric Plan

- 5. Task 10 - Construction Support. Assist the City and respond to any request or directives made by phone, fax or email. Attend all Extension Project meetings with City staff, City designated contractors, and Extension Project Manager as requested during design and construction. Provide the following services and coordinate with City in accordance with the Extension Project construction schedule.
  - a. Coordinate with City Extension Project Manager, City staff and inspector as may become necessary during construction.
  - b. Attend pre-construction meeting.
  - c. Provide interpretation and clarification to the construction documents.
  - d. Review and approve product submittals and shop drawings in accordance with the construction documents and scope of work.
  - e. As requested by City, attend on-site meetings to review work of the City designated contractor. Prepare written reports of meetings for distribution to all parties.
  - f. Coordinate with all parties by telephone, fax and email.
  - g. Review construction schedule and provide comments.
  - h. Respond to City designated contractor's Requests for Information (RFI's) and any other questions during Extension Project construction.
  - i. Conduct substantial completion inspection at request of City and prepare punch list. Review and approve punch list items upon completion.
  - j. Review and approve all supplied closeout items, manuals and charts for irrigation system by the City designated contractor as specified in the contract specifications.



### **III. CITY'S DUTIES**

City will perform the following duties.

- A. Provide copies of existing utility plans.
- B. Coordinate the approval of all plans by governmental agencies having jurisdiction over the Extension Project. However, approval of the plans shall be subject at the agencies' discretion.
- C. Coordinate public outreach meetings.
- D. Coordinate submittals as necessary and pay all fees.
- E. Provide general conditions, special provisions, and other City "boiler plate" terms in computer format for insertion into the Extension Project specifications.
- F. If the Extension Project is approved for advertisement by the City Council, provide for reproduction of final bid documents and plans.
- G. Pay all cost for bidding and issuance of addendums.
- H. Provide project management services required for the Extension Project design and construction phases.
- I. Provide all required City inspections.



## EXHIBIT "B-1"

### SCHEDULE FOR COMPLETION

**TERM.** The term of this Agreement shall be extended to December 31, 2020 ("Term"), unless otherwise terminated as herein provided.



## 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 following schedules.

A. Hourly Rate. Consultant shall be paid the following hourly rates for all services except as otherwise provided herein.

Professional Staff	Hourly Rate
Principal Landscape Architect	\$150
Engineer	\$200
Associate Landscape Architect	\$100
Project Manager	\$95
Senior Designer	\$80
Technical Staff	\$75
Office/Clerical	\$65

B. Fixed Fee. Consultant shall be paid the following flat fees for the following tasks.

Professional Staff	Fee
Public Workshops	\$600 each
Site Observation	\$600 per trip

C. Sub-consultants markup. Consultant shall be paid a flat fee for the following tasks.

Sub-consultant Tasks	Cost
Topographic Survey as provided in Section II.B.1 of Exhibit "A-1"	\$5,250
Soils Exploration and Assessment as provided in Section II.B.1 of Exhibit "A-1"	\$4,000
Structural Engineering as provided in Section II.B.4 of Exhibit "A-1"	\$3,000

II. **EXPENSES.** Consultant shall be reimbursed for expenses according to the terms described herein and in Section II of Exhibit "C" of the Agreement for work described in Exhibit "A-1".



- III. **NOT TO EXCEED AMOUNT.** Notwithstanding the foregoing, the total amount paid to Consultant for each task shall not exceed the following amounts. However, the City Engineer may appropriate funds from task(s) to other tasks described herein; provided that, the total amount paid to Consultant shall not exceed \$48,950.

Task	Total
Task 6 - Inventory and Analysis	\$ 13,250
Task 7 - Conceptual Design and Community Presentation	\$ 6,300
Task 8 - Design Development	\$ 3,000
Task 9 - Construction Documents and Permitting	\$ 18,000
Task 10 - Construction Support	\$ 5,400
Reimbursable Expense Allowance	\$ 3,000
<b>NOT TO EXCEED TOTAL</b>	<b>\$ 48,950</b>

- IV. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment. Invoices must be based on the hours worked, applicable billing rate, expenses incurred, and if applicable, Consultant and/or sub-consultant task performed and fee for the task (pro-rated if not completed within the month) in the month prior to the invoice submission. Consultant shall submit two hard copies of the invoice. Invoices must be itemized, adequately detailed, based on accurate records, and 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 thirty (30) days of the City's receipt of the monthly invoice.
- 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: Hirsch & Associates, Inc. (Landscape Architects)  
2221 East Winston Road, Suite A  
Anaheim, CA 92806  
Attn: Charles Foley

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

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





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: NH

DATE (MM/DD/YYYY)

12/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<b>PRODUCER</b> Unickel & Associates Insurance Unickel & Assoc. Lic#0827703 P.O. Box 10727 San Bernardino, CA 92423-0727		<b>CONTACT NAME:</b> Nicole Hush <b>PHONE (A/C, No, Ext):</b> 909-890-9707 <b>E-MAIL ADDRESS:</b> nhush@unickelinsurance.com <b>PRODUCER CUSTOMER ID #:</b> HIRSC-1		
<b>INSURED</b> Hirsch & Associates, Inc. 2221 E. Winston Rd. # A & B Anaheim, CA 92806		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: Trvlrs Prop Cas Co of America		25674
		INSURER B: Wesco Insurance Company		25011
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>	Y		680-6H61051A-17-47	10/06/2018	10/06/2019	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b>	Y		680-6H61051A-17-47	10/06/2018	10/06/2019	GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> ANY AUTO						PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input type="checkbox"/> SCHEDULED AUTOS						
A	<input checked="" type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (PER ACCIDENT) \$
	<b>UMBRELLA LIAB</b>						
	<b>EXCESS LIAB</b>						
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N	N/A	UB7K07755018	07/01/2018	07/01/2019	EACH OCCURRENCE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						
	<input type="checkbox"/>						
B	<b>Professional Liability</b>			ARA1120482-03	12/12/2017	12/12/2019	AGGREGATE \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

30 days notice of cancellation, except 10 day notice of cancellation for non payment of premium.

See attached for Additional wording.

**CERTIFICATE HOLDER****CANCELLATION**

CITYOFR

City of Redondo Beach  
415 Diamond Street  
Redondo Beach, CA 90277

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

AUTHORIZED REPRESENTATIVE

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**NOTEPAD:**

HOLDER CODE CITYOFR  
INSURED'S NAME Hirsch & Associates, Inc.

HIRSC-1  
OP ID: NH

PAGE 2  
Date 12/05/2018

The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are hereby named Additional Insured as respects to any liability arising out of work or operations performed by or on behalf of the insured including materials, parts or equipment furnished in connection with such work or operations.

Primary and Non-Contributory wording applies - see attached endorsements.

**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND HIRSCH & ASSOCIATES, INC. (LANDSCAPE ARCHITECTS)**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Hirsch & Associates, Inc. (Landscape Architects), 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



without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the written authorization for such extra and/or changed work shall constitute a waiver of any





and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

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

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such



event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.
13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity Design Professional Services. In connection with its design professional services and to the maximum extent permitted by law, Consultant shall hold harmless and indemnify City, and its officials, officers, employees, agents, and designated volunteers (collectively, "Indemnitees"), with respect to any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.
  - 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.





shall be waived if not made within six (6) months after accrual of the cause of action.

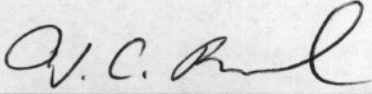
31. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of 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*

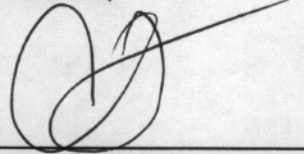


IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 21<sup>st</sup> day of November, 2017.

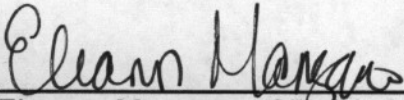
CITY OF REDONDO BEACH

  
\_\_\_\_\_  
William C. Brand, Mayor

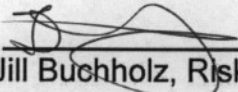
HIRSCH & ASSOCIATES, INC. (LANDSCAPE ARCHITECTS)

By:   
\_\_\_\_\_  
Name: CHARLES FOLEY  
Title: VICE PRESIDENT

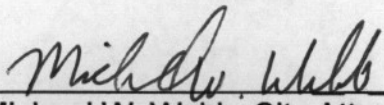
ATTEST:

  
\_\_\_\_\_  
Eleanor Manzano, City Clerk

APPROVED:

  
\_\_\_\_\_  
Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael W. Webb, City Attorney





## EXHIBIT "A"

### SCOPE OF SERVICES

#### I. PROJECT DEFINITION

The project is defined as the North Redondo Bikeway Improvements Project, Redondo Beach Job No. 30640 (the "Project"). After completion of Consultant's services described herein, the City will award the contract for the construction of this Project to a contractor ("Construction Contractor").

#### II. CONSULTANT'S DUTIES

Consultant shall perform the following duties

##### A. General Duties

1. Basic Services. Perform professional landscape architectural and Project land survey services in a timely and professional manner consistent with the standards of the profession.
2. Project Management. Provide overall Project management, Project scheduling and consult with all parties and team members throughout the entire length of the Project. Meet with City staff, and others as directed by City staff to establish communications and formulate working relationships. Submit a schedule for preliminary design, public outreach and completion of construction documents to the satisfaction of the City Engineer.
3. Data Review. Investigate and research available data for the existing site to inform the design. Verify the accuracy of the information described in Section III and utilize it in the preparation of the final working drawings and specifications.
4. Communication. Participate in consultations and conferences with City staff and other agencies that have jurisdiction over the Project. Such consultations and conferences shall continue throughout the Project duration.
5. Project Feasibility. Provide advice and assistance in determining the feasibility of the Project. Provide an analysis of the type and quality of materials and construction methods to be selected, and other initial planning matters.
6. Budget. Determine a balance between the size, type and quality of construction to achieve a Project scope that meets Project goals to the satisfaction of the City and within the City's budget.



B. Specific Tasks.

1. Task 1 – Inventory and Analysis. Meet with City staff, and others as directed by City staff to review and discuss the design Project scope, and design detail and schedule. Undertake survey and obtain all design and utility plans for the Project site. Coordinate with City staff and sub-consultants by phone, fax and email.
  - a. Provide field survey of SCE easement area as depicted in the Concept provided by the City, including all above grade visible utilities, easement and setback areas, best available information on buried utilities, finish surface of concrete pathways, spot elevations throughout the site, walls/fences, curbs and gutter and elevations at 50' on center along street frontages. Ensure the control is tied to a local Bench Mark.
  - b. Prepare a topographic map at a scale of 1"= 20' showing a one (1) foot contour interval ("Topographic Survey"). Ensure the mapping shows all the visible planimetric features within the limits. No boundary survey will be required at this time.
  - c. Visit site and verify survey with existing conditions and as built documents/utility plans. Photo document existing conditions. Identify opportunities and constraints for proposed improvements.
  - d. Arrange, schedule and oversee soil infiltration test ("Geotechnical Investigation") at a single location and provide report at proposed parking lot location.
  - e. Deliver the following items.
    - i. One (1) set of digital (AutoCAD and PDF) data of the above described topographic map and mapping data.
    - ii. Soil infiltration report
2. Task 2 – Conceptual Design and Community Presentation
  - a. With the Inventory and Analysis data described in Task 1, prepare conceptual layout for site design using City provided Concept. Obtain proposals from Outdoor Exercise Equipment Manufacturers and Solar Light Manufacturers for alternate materials and preliminary supply/installation costs (three manufacturers each amenity). Prepare exhibit, renderings and material boards and color image exhibits of site furnishings. Print exhibits on bond in color format. Deliver digital copies of all color exhibits to City staff electronically.
  - b. Prepare preliminary construction cost estimate to verify the City's provided concept is within the City's proposed construction budget.
  - c. Meet with City and SCE to obtain input, revise the Project as necessary to receive City's approval. Print the Plan on bond paper in black & white format.





- d. Present conceptual plan and exhibits at one community meeting, and presentation or workshop to obtain public input.
- e. Memorialize meeting minutes from community presentation/workshop, and distribute to City staff and others for review.
- f. Revise Conceptual Plan as directed by City staff. Prepare color revised conceptual plan for presentation to Planning Commission and Parks Commission to receive input. Revise the conceptual plan as necessary to receive City's approval.
- g. Prepare Final Conceptual Plan, preliminary construction cost estimate and color amenity exhibits for presentation to City Council. Review with City staff, and revise as necessary for City's approval.
- h. Deliver the following materials.
  - i. Color exhibits as described above in hardcopy and digital format suitable for presentation and reproduction.
  - ii. Minutes or notes from community input meeting in MS Word format.

### 3. Task 3 - Design Development

- a. Present Final Conceptual Plan to City Council. Revise as directed by City staff.
- b. Using the approved schematic/conceptual design, prepare detailed design development plans for City's review and approval. Include the following components in the Design Development plans.
  - i. Preliminary Grading plan.
  - ii. Material specifications for trail materials and amenities. Material samples shall be collected and coordinated with City staff to determine preferences and viability.
  - iii. All finalized site furnishings as determined by the City after the public comment process, which may include bike racks, benches, drinking fountains, exercise equipment, hardscape materials as well as landscape locations/materials and specifications.
- c. Prepare design development exhibits in sufficient detail to describe the design character to City staff.
- d. Revise Preliminary Construction Cost Estimate.
- e. Ensure the Design Development plan deliverable is the basis for the construction document package and that this deliverable is equivalent to 25% of the construction documents. Deliver in digital and hardcopy format. Ensure the hardcopy format includes three (3) sets of plans in 24-inch by 36-inch format.



4. Task 4 - Construction Documents

- a. Using approved Design Development drawings, prepare construction drawings and specifications setting forth in detail all work to be undertaken. Prepare construction documents in AutoCAD 2013, with Project technical specifications prepared in CSI Word format. Prepare plans in accordance with City standards, Standard Specifications for Public Works Construction, and the American Public Works Association Standards.
- b. Include the following components in the construction documents.
  - i. Cover Sheet
  - ii. Demolition plan
  - iii. Erosion Control plans, details and notes
  - iv. Grading plans, details and notes
  - v. Construction plans, details and notes
  - vi. Structural plans, details and notes (Light Pole Footings)
  - vii. Irrigation plans, details, notes and calculations.
  - viii. Landscape plans, details and notes.
- c. Prepare 70% complete construction documents and submit to City staff and governing agencies for review and comment.
- d. Prepare 100% complete construction documents and submit to City staff and governing agency for plan check process commencement. Include the 100% completion package in the Probable Construction Cost Estimate.
- e. Submit plan sets to all jurisdictional agencies for plan check review. Respond to plan check comments by revising plans, calculations and details as well as providing written response letter for all comments received. Obtain all governing agencies' approval and permits.

5. Task 5 - Construction Support

- a. Assist City and respond to any request or directives made by phone, fax or email.
- b. Upon City's request, attend all Project meetings with City staff, contractors, and Project manager during the Project design and construction.
- c. Provide the following services for the Project and coordinate with City in accordance with the Project construction schedule.
  - i. Attend pre-construction meeting.
  - ii. Provide interpretation and clarification to the construction documents.
  - iii. Review and approve product submittals and shop drawings in accordance with construction documents and scope of work.





- iv. Upon City's request, attend on-site Project meetings to review work of the contractor. Prepare written reports of meetings to distribute to all parties.
- v. Review construction schedule and provide comments.
- vi. Inspect and approve irrigation mainline pressure test and automatic irrigation operation prior to landscape installation.
- vii. Inspect and approve all soil preparation material, planting methods, and finish grading prior to planting.
- viii. Inspect the installation of all landscape and irrigation equipment.
- ix. Respond to contractor's Request for Information (RFI's) and other questions during Project construction.
- x. Visit local nurseries to select or approve plant material for Project.
- xi. Conduct substantial completion inspection at request of the City and prepare punch list. Review and approve punch list items upon their completion.
- xii. Review and approve all Construction Contractor supplied closeout items, manuals and charts for irrigation system as provided in the construction contract specifications.

### **III. CITY'S DUTIES**

City will provide existing documentation on file for the Project, including existing utility locations and depths, survey information, copies of easement documentation, list of agencies having jurisdiction over the Project, and the contact person for the agency, all recorded parcel, and tract or lot maps, legal descriptions, street improvement plans, and storm drain plans.



## **EXHIBIT "B"**

### **SCHEDULE FOR COMPLETION**

**TERM.** The term of this Agreement shall commence on November 21, 2017 and expire on June 30, 2019, unless otherwise terminated herein. Upon City Manager's recommendation to the Mayor, this Agreement shall be extended for one year subject to the same terms and conditions contained herein. However, no extension shall be effective unless the Mayor provides a written letter authorizing the extension at least fifteen (15) days prior to the expiration of the current term.





## EXHIBIT "C"

### COMPENSATION

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

**I. AMOUNT.** Consultant shall be paid in accordance with the following schedules.

**A. Hourly Schedule.** Consultant shall be paid the following hourly rates for all services except the duties provided in Section I.B of this Exhibit "C".

Professional Fee	Hourly Rate
Principal Landscape Architect	\$150/hr.
Engineer	\$200/hr.
Associate Landscape Architect	\$100/hr.
Project Manager	\$95/hr.
Senior Designer	\$80/hr.
Technical Staff	\$75/hr.
Office/Clerical	\$65/hr.

**B. Sub-consultants (includes markup).** Consultant shall be paid a flat fee for the following tasks.

Sub-consultant tasks	Cost
Topographic Survey as provided in Section I.B.1.b	\$5,250
Geotechnical Investigation as provided in Section I.B.1.d	\$3,000

**II. EXPENSES.** Consultant will be reimbursed for the following expenses; provided however, that Consultant obtains City's prior written authorization and provides written documentation evidencing the expenditure.

**A. In-house plotting/printing of each original sheet requested by City**

Type	8 1/2 x 11	11 x 17	24 x 36	30 x 42
Black & White	\$0.75	\$2.50	\$7.00	\$10.00
Color	\$2.50	\$5.00	\$70.00	\$100.00

**B. Other Expenses**

Reimbursable Expenses	Cost
Travel	IRS mileage rate
Printing	At cost
All plotting, printing, blueprinting and photographic reproductions including special overnight deliveries (other than US Postal Service) requested by the City.	At cost
Email of plans to City or City selected Reprographics Company	No cost



- III. **NOT TO EXCEED AMOUNT.** Notwithstanding the foregoing, in no event, shall the total amount paid to Consultant exceed the following amounts for each task.

Task	Total
Task 1 – Inventory and Analysis	\$ 12,250
Task 2 – Conceptual Design and Community Presentation	\$ 8,900
Task 3 – Design Development	\$ 5,000
Task 4 – Construction Documents	\$ 28,000
Task 5 – Construction Support	\$ 7,200
Reimbursable Expense Allowance	\$ 3,000
<b>Total</b>	<b>\$ 64,350</b>

- IV. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment. Invoices shall be based on the hours worked, applicable billing rate, expenses incurred, and if applicable, sub-consultant task performed and fee for the task (pro-rated if not completed within the month) in the month prior to the invoice submission. Consultant shall submit two hard copies of the invoice. Invoices 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. Contractor shall provide any other back-up material upon request.
- V. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of receipt of the monthly invoice; provided, however, that payments by City shall not exceed the proportion of the phase or task completed, and payment for each phase or task shall not exceed the amounts described in Section III of this Exhibit "C".
- 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: Hirsch & Associates, Inc. (Landscape Architects)  
2221 East Winston Road, Suite A  
Anaheim, CA 92806  
Attn: Charles Foley

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

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or





certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.



## EXHIBIT "D"

### INSURANCE REQUIREMENTS FOR CONSULTANTS

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

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

Employer's Liability Insurance.

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

#### Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location.

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

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

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

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Consultant shall provide a financial guarantee





satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### Other Insurance Provisions

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

##### Additional Insured Endorsement:

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

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

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

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

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

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

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



### Acceptability of Insurers

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

### Verification of Coverage

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

### Subcontractors

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

### Risk Management

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





## EXHIBIT "E"

### AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

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

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

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

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

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

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

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



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

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

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

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

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.







# CERTIFICATE OF LIABILITY INSURANCE

OP ID: NH

DATE (MM/DD/YYYY)

11/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<b>PRODUCER</b> Unickel & Associates Insurance Unickel & Assoc. Lic#0827703 P.O. Box 10727 San Bernardino, CA 92423-0727		<b>CONTACT NAME:</b> Nicole Hush <b>PHONE (A/C, No, Ext):</b> 909-890-9707 <b>FAX (A/C, No):</b> 909-890-9237 <b>E-MAIL ADDRESS:</b> nhush@unickelinsurance.com <b>PRODUCER CUSTOMER ID #:</b> HIRSC-1	
<b>INSURED</b> Hirsch & Associates, Inc. 2221 E. Winston Rd. # A & B Anaheim, CA 92806		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Trvlrs Prop Cas Co of America <b>INSURER B:</b> Wesco Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 25674 25011	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		680-6H61051A-17-47  LIMITED CONTRACTUAL LIAB PER POLICY FORM	10/06/2017	10/06/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPI/OP AGG \$ 4,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			680-6H61051A-17-47	10/06/2017	10/06/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		UB-6683Y33-4-17	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			ARA1120482-01	12/12/2016	12/12/2017	Ea Claim 1,000,000 Aggregate 1,000,000

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

City of Redondo Beach is Additional Insured as regards General liability per the attached endorsement.

\*30 days notice of cancellation except 10 days for non payment of prmeium.

**CERTIFICATE HOLDER****CANCELLATION**

<b>CITYR-2</b>  City of Redondo Beach 415 Diamond Street Redondo Beach, CA 90277	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.



## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: NH

DATE (MM/DD/YYYY)

12/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<b>PRODUCER</b> Unickel & Associates Insurance Unickel & Assoc. Lic#0827703 P.O. Box 10727 San Bernardino, CA 92423-0727		<b>CONTACT NAME:</b> Nicole Hush <b>PHONE (A/C, No. Ext):</b> 909-890-9707 <b>FAX (A/C, No):</b> 909-890-9237 <b>E-MAIL ADDRESS:</b> nhush@unickelinsurance.com <b>PRODUCER CUSTOMER ID #:</b> HIRSC-1													
<b>INSURED</b> Hirsch & Associates, Inc. 2221 E. Winston Rd. # A & B Anaheim, CA 92806		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td><b>INSURER A:</b> Trvlrs Prop Cas Co of America</td><td><b>NAIC #</b> 25674</td></tr><tr><td><b>INSURER B:</b> Wesco Insurance Company</td><td><b>NAIC #</b> 25011</td></tr><tr><td><b>INSURER C:</b></td><td></td></tr><tr><td><b>INSURER D:</b></td><td></td></tr><tr><td><b>INSURER E:</b></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table>		<b>INSURER A:</b> Trvlrs Prop Cas Co of America	<b>NAIC #</b> 25674	<b>INSURER B:</b> Wesco Insurance Company	<b>NAIC #</b> 25011	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
<b>INSURER A:</b> Trvlrs Prop Cas Co of America	<b>NAIC #</b> 25674														
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<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	Y		680-6H61051A-17-47	10/06/2017	10/06/2018	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/>						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY	Y		680-6H61051A-17-47	10/06/2017	10/06/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
<input checked="" type="checkbox"/> HIRED AUTOS							
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	UB-6683Y33-4-17	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			ARA1120482-03	12/12/2017	12/12/2018	Ea Claim 1,000,000 Aggregate 1,000,000

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

30 days notice of cancellation, except 10 day notice of cancellation for non payment of premium.

See attached for Additional wording.

**CERTIFICATE HOLDER****CANCELLATION**

<b>CITYOFR</b>  City of Redondo Beach 415 Diamond Street Redondo Beach, CA 90277	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>D.M. Kidd</i>

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**NOTEPAD:**

HOLDER CODE CITYOFR  
INSURED'S NAME Hirsch & Associates, Inc.

HIRSC-1  
OP ID: NH

PAGE 2  
Date 12/13/2017

The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are hereby named Additional Insured as respects to any liability arising out of work or operations performed by or on behalf of the insured including materials, parts or equipment furnished in connection with such work or operations.

Primary and Non-Contributory wording applies - see attached endorsements.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: NH

DATE (MM/DD/YYYY)

06/06/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<b>PRODUCER</b> Unickel & Associates Insurance Unickel & Assoc. Lic#0827703 P.O. Box 10727 San Bernardino, CA 92423-0727		<b>CONTACT NAME:</b> Nicole Hush <b>PHONE (A/C, No, Ext):</b> 909-890-9707 <b>FAX (A/C, No):</b> 909-890-9237 <b>E-MAIL ADDRESS:</b> nhush@unickelinsurance.com <b>PRODUCER CUSTOMER ID #:</b> HIRSC-1	
<b>INSURED</b> Hirsch & Associates, Inc. 2221 E. Winston Rd. # A & B Anaheim, CA 92806		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Trvlrs Prop Cas Co of America <b>INSURER B:</b> Wesco Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 25674 25011	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y		680-6H61051A-17-47  LIMITED CONTRACTUAL LIAB PER POLICY FORM	10/06/2017	10/06/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 5,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		680-6H61051A-17-47	10/06/2017	10/06/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	UB7K07755018	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			ARA1120482-03	12/12/2017	12/12/2018	Ea Claim \$ 1,000,000 Aggregate \$ 1,000,000

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

30 days notice of cancellation, except 10 day notice of cancellation for non payment of premium.

See attached for Additional wording.

This certificate is for the renewal of workers compensation coverage only. Certificates and additional insureds must be provided for other coverage's are still in form.

**CERTIFICATE HOLDER****CANCELLATION**

<b>CITY OF R</b>  City of Redondo Beach 415 Diamond Street Redondo Beach, CA 90277	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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**NOTEPAD:**

HOLDER CODE CITYOFR  
INSURED'S NAME Hirsch & Associates, Inc.

HIRSC-1  
OP ID: NH

PAGE 2  
Date 06/06/2018

The City of Redondo Beach, its officers, elected and appointed officials, employees, and volunteers are hereby named Additional Insured as respects to any liability arising out of work or operations performed by or on behalf of the insured including materials, parts or equipment furnished in connection with such work or operations.

Primary and Non-Contributory wording applies - see attached endorsements.