

DESIGN SERVICES AGREEMENT

This Design Services Agreement (“Agreement”) is dated April 6, 2021 (“Effective Date”) and is between the City of Manhattan Beach, a California municipal corporation (“City”) and DKS Associates, a California corporation (“Consultant”). City and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party”.

RECITALS

A. City issued Request for Proposals No. E1247-20S on August 17, 2020, titled “Professional Design Services for the Manhattan Beach Advanced Traffic Signal System Project”. Consultant submitted a proposal dated September 29, 2020 in response to the RFP.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant as an independent contractor and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

1. Consultant’s Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the “Services”) for Design Services for the Manhattan Beach Advanced Traffic Signal System Project, attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the “City Representative”). For the purposes of this Agreement, the Consultant Representative shall be Jeff Heald, Principal (the “Consultant Representative”). The Consultant Representative shall directly manage Consultant’s Services under this Agreement. Consultant shall not change the Consultant Representative without City’s prior written consent.

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like

Approved for Use 2/15/20

professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

H. Prevailing Wages. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in the California Labor Code. Therefore, as to those services that are “public works”, Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in Exhibit C hereto.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through June 30, 2023, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Consultant be paid more than \$1,283,417.00 (the “Maximum Compensation”) for such Services.

B. Expenses. The amount set forth in paragraph 3.A. above includes reimbursement for all expenditures incurred in the performance of this Agreement.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, or reimburse for any expenses not set forth in **Exhibit B**, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services or expenses in writing prior to Consultant’s performance of those services or incurrence of additional expenses. Any additional services authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. Any additional expense authorized by the City Council or (where authorized) the City Manager shall be reimbursed in the amounts authorized by the City Council or City Manager. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

5. Independent Contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

A. Consultant covenants that all data, reports, documents, surveys, studies, drawings, plans, maps, models, photographs, discussion, or other information (collectively "Data and Documents") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or

other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data and Documents required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original Data and Documents, including computer files containing Data and Documents generated for the Services, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

D. Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

8. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of,

pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c).

B. Other Indemnities.

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph B.2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's

subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

C. Workers' Compensation Acts not Limiting. Consultant's obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

D. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, Claims, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. The indemnification in this Section shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.

K. Broader Coverage/Higher Limits. If Consultant maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

L. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

11. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

14. Default.

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three

Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

TO CITY:

City of Manhattan Beach
Public Works
Attn: Helen Shi, Sr. Civil Engineer
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: 310.802.5354
Email: hshi@citymb.info

TO CONSULTANT:

DKS Associates
Jeff Heald
2401 E. Katella Ave., Suite 425
Anaheim, California 92806
Telephone: 657.284.2630
Email: jbh@dksassociates.com

COPY TO CITY ATTORNEY:

City of Manhattan Beach
Attn: City Attorney
1400 Highland Avenue
Manhattan Beach, CA 90266

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

21. Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. Exhibits. Exhibits A, B and C constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written

understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Business Days. “Business days” means days Manhattan Beach City Hall is open for business.

29. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Manhattan Beach.

30. Attorneys’ Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys’ fees, experts’ fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

31. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf

of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

Consultant:

DKS Associates,
a California corporation

DocuSigned by:
By: Bruce Moe 4/8/2021
EAD3C06646684FC...
Name: Bruce Moe
Title: City Manager

DocuSigned by:
By: Jim Peters 3/30/2021
00015D502BD5490...
Name: Jim Peters
Title: Principal

ATTEST:

DocuSigned by:
By: Jeffrey B. Heald 4/1/2021
BBB8F8213FE64A6...
Name: Jeff Heald
Title: Principal

DocuSigned by:
By: Liza Tamura 4/8/2021
AF05009D100041E...
Name: Liza Tamura
Title: City Clerk

PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED

APPROVED AS TO FORM:

DocuSigned by:
By: City Attorney, Quinn Barrow 4/7/2021
C6CC9C5685B24EB...
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
By: Steve S Charelian 4/7/2021
4EED0C303B024A7...
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:
By: Carrie Tai 4/7/2021
5EA704D7A2C949F...
Name: Carrie Tai
Title: Acting Public Works Director

EXHIBIT A SCOPE OF SERVICES

TASK 1: PROJECT MANAGEMENT

Jeff Heald, PE will serve as DKS' project manager for the Manhattan Beach Advanced Traffic Signal (MBATS) System Project. He will be the primary contact for the City and other stakeholders. Jim Peters will serve as the Principal-in-Charge.

Prior to commencing work, DKS will prepare a Project Management Manual (PMM) and QA/QC Manual for the MBATS Project, which will be submitted to the City for review and approval.

The PMM also will outline the role of DKS' shared project management tool, a web-based application called 'Basecamp.'

Weekly team meetings will be held to monitor progress and deliverables. DKS will use these management tools to actively supervise, document, and report all activities to the City's project manager and project agency stakeholders. DKS will ensure that reports are consistent with the City's required formats.

PROJECT SCHEDULE/MEETINGS

DKS will prepare and maintain a project schedule in MS Project, noting timelines for task completion, dates for milestones and/or deliverables, and task dependencies. A draft schedule will be prepared for review during the kick-off meeting. Following concurrence on the schedule, a finalized baseline schedule will be provided to the City.

DKS will schedule and conduct a project kick-off meeting within two weeks of the NTP to discuss project details (review conceptual layouts for design and key issues mentioned herein), establish goals, review the project schedule, and coordinate efforts.

DKS will conduct monthly PDT meetings to review project schedules, conceptual plans, design plans, specifications, and opinion of probable cost.

A meeting notice, agenda, and meeting minutes noting action items shall be prepared by DKS for these meetings.

QUALITY ASSURANCE/QUALITY CONTROL

DKS will follow in the execution of services prepared under this contract includes the following six key elements:

1. Structure: Each QC/QA plan includes a project manager (responsible for the overall quality of the project), technical managers (engineers responsible for discipline design development), and a QC manager (responsible for confirming that the QC/QA plan is being implemented and followed).

2. Procedures: Intra-disciplinary checking of documents will be performed by an experienced individual within each discipline other than the designer. DKS has established a color-coded comment process that involves the following steps: an initial check (performed by the checker); a review of comments to confirm that suggested changes to the documents are given adequate consideration and the resolution is documented (performed by the designer); a review that confirms changes to the documents are completed in the original documents (performed by the designer); and finally, a review that confirm changes to the documents are completed accurately (performed by the checker).
3. Interdisciplinary Reviews: Interdisciplinary reviews and coordination are performed throughout the project and prior to key submittals, when senior staff from the various discipline groups are brought together to discuss and comment on the interaction of the overall project elements.
4. Quality Assurance Audit: The QC manager will be responsible for conducting a quality assurance audit after completion of the checking and review process and prior to the submittal of any document or deliverable.
5. Deliverables and Document Control: The project manager will manage the submission of design documents after the QC audit is complete and at milestone completion dates.
6. Corrective Action Measures: Corrective action measures will be taken if nonconforming work is discovered in deliverable items that have already completed the QC/QA process.

Jim Peters, PE will serve as the quality control manager and will be responsible for conducting an independent review of all deliverables and design plans presented to the City and partner agencies.

Task 1 Deliverables

- 12 Monthly PDT Progress Meeting/Report – with budgets and expenditures and planned activity for next month; concerns, problems, and possible solutions; schedule update.
- 6 Key stakeholders' meetings
 - » General Public, School District, Business Community, Large Employers, City will provide list
 - » Police, Fire, Transit, IT Department
 - » LA Metro, LA County, Caltrans, SBCCOG, and other Cities (Redondo Beach, Hermosa Beach, Hawthorne, El Segundo)
 - » Corridor Communities affected by the Design including CMS
- 4 Public Outreach meetings
 - » 3 Meetings
 - ◇ Early Assessment
 - ◇ Design Presentation

- ◊ CEQA Clearance
 - » 1 Meeting TBD
- 2 Presentations to City Council
- Quality Assurance/Quality Control Plan

TASK 2: BACKGROUND RESEARCH

DKS will obtain readily available existing as-built plans from the City, including:

- Improvement plans (street, signal, interconnect, signing and striping, etc.),
- Aerial photographs, right-of-way information
- City to provide updated Specs & Standard Plans
- City will provide Traffic Signal Inventory Report
 - Already provided
- Traffic Data - use Measure Up for historic data due to COVID affect. Caltrans have historical data as well. Accident data

TASK 3: FIELD CHECK AND DATA COLLECTION

FIELD CHECK

A field review and measurement will be conducted to confirm data collected from existing plans and documentation and to identify any additional, unusual, or special conditions that may affect the project design. DKS will submit electronic files of photographs and field notes taken during the field review. Field measurement data to be collected includes:

- Roadway geometry (street widths, curb return radii, access ramps, sidewalks)
- Pavement markings and signs
- Types, sizes, and percent fill of conduits
- Sizes and locations of pull boxes, signal poles, and cabinets
- Details of loops, saw cuts, and stub-outs
- Locations and sizes of catch basins, power poles, and service points
- Locations of utility manholes, meters, pull boxes, valve covers, and vaults
- Curb height, expansion joints, gutter width, and sidewalk score lines at locations with proposed ADA ramps
- The City does require a topographic survey for ADA ramp design at 12 intersections
 - » Up to 48 ADA ramps corners
- Identify 12 intersections for improvements from Traffic Signal Inventory Report

DATA COLLECTION

DKS will lead a data collection effort to gather readily available information that will be required to successfully complete the project tasks.

Task 3 Deliverables

- PDF files of photographs and field notes

TASK 4: UTILITY AND AGENCY COORDINATION

DKS will notify the various utility owners provided by City staff within the sphere of the project. Existing and proposed underground and overhead utilities, including high-risk utilities, will be requested from the utility agencies. If required, DKS will request an electrical feed point from Southern California Edison to determine the drop location. DKS will provide a coordination interface to establish controls for utilities that would be included within the right-of-way limits and identify existing underground and overhead utility lines that may interfere with the location of the proposed CMS/ DMS, CCTV, traffic signal poles, and communication equipment. Utility information received from utility companies will be included on the project base plans. The information will be compiled in a matrix format to include dates of notification, person/utility notified, and responses received from each utility. Copies of this information will be updated upon completion of the effort and provided to the City.

Task 4 Deliverable

- Draft Utility request letter on behalf of City, DKS will distribute to utilities
- Utility coordination matrix
- Submit 35%, 65%, and 95% process plans to utilities

TASK 5: PRELIMINARY ENGINEERING AND DESIGN

As noted in Task 3, the DKS team will verify conditions prior to preliminary engineering and design.

TASK 5.0: PRELIMINARY DESIGN REPORT (PDR)

The DKS team will provide a Preliminary Design Report (PDR), which will form the basis for the later tasks including detailed design. This report will also identify the higher risk impacts (e.g. utilities) reflect an understanding of relevant aspects and goals of the City's plans (as these plans pertain to information of street system classifications and functionality) and build on the outreach efforts of Task 1.

The PDR will include a Corridor Management Work Plan and a Concept of Operations (ConOps) from which will be derived traffic control and management needs of the City to be met by the project elements.

The DKS team will review intersection signal plans and identify potential issues and improvements to the signal plans for the intersections of the main corridors. This will include ADA ramps and intersection improvements from the analysis of needs based on data collected in Task 3 to feed the design activities in Task 5.5. In addition, specific consideration shall be given CCTV location so as to identify the need for poles or not. During the proposal process, the DKS team conducted a preliminary site visit and prepared preliminary recommendations based on DKS' understanding and what will lead the City to implement future technology. See Figure 5: Preliminary Intersection Improvement Recommendations, on the following page. This will be amended and adjusted as part of the PDR development process.

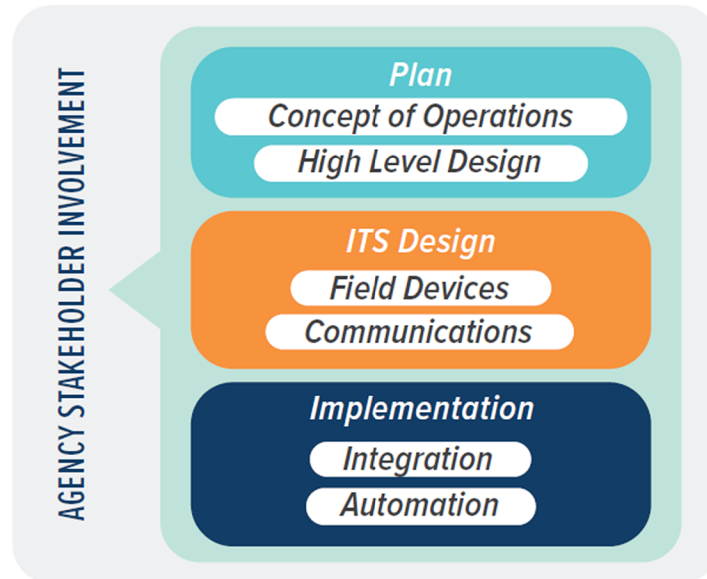
Additional communication conceptual plans will be included through the intersection and this report will become the basis of design for implementation with recommendations for changes to traffic operations and preliminary design details. The PDR will clearly explain the analysis and rationale for the recommendations. DKS' findings, work assignments, analysis procedures, and recommendations will be provided as part of the PDR.

DKS will submit the PDR for the City's review and comments. Final City staff comments will be addressed before issuing the final report.

RELIMINARY DESIGN REPORT - DESIGN AND RENDERINGS AS FINAL WORK PRODUCT

- Conduct field reviews to analyze the existing conditions and identify design issues
- Record existing site conditions in drawings, photographs, and/or video
- Examine and review applicable right-of-way maps, parcel maps, as-built drawings, and other readily available existing documents provided by the City and Caltrans
- Research, review, and understand the City of Manhattan Beach General Plan
- Identify and coordinate with utilities in the project area to facilitate the final design of the project
- Follow-up the stakeholder outreach meetings of Task 1 and work with the County of Los Angeles, and South Bay COG, to develop the project's scope and preliminary design for compatibility, connectivity, and acceptance by the County of Los Angeles traffic management center
- Follow-up the stakeholder outreach meetings of Task 1 and work with Caltrans, County of Los Angeles, Los Angeles County Metropolitan Transportation Authority, and the City of Los Angeles to develop the project's scope and preliminary design to ensure acceptance of proposed work within Caltrans right-of-way in the vicinity of Sepulveda Boulevard, outside of the city limits

- Prepare and submit a “Design Report” detailing the proposed project improvements and the supporting engineering analysis
- Prepare and submit a Preliminary Engineer’s Opinion of Probable Construction Cost Estimate for the recommended improvements identified in the “Design Report”
- Prepare a rendering of recommended improvements identified in the “Design Report”



ASSUMPTIONS

- The DKS team will conduct an existing conditions assessment. DKS will send the City a request for information for right-of-way maps, parcel maps, as-built drawings, GIS utility locations, accident data, Local Coastal Program, General Plan, recent traffic studies, planned developments, planned projects, and other documentation to be determined.
- The DKS team will conduct field investigations to review design issues, assess road conditions, and traffic patterns. DKS will prepare an Existing Conditions Memo that summarizes their understanding of the existing conditions. DKS will address one round of consolidated comments by the City.
- A Corridor Management Work Plan and a Concept of Operations (ConOps) will be prepared using the methodology previously described. DKS will complete a needs assessment by facilitating one of the stakeholder workshops to identify both needs and existing operations. The needs assessment will be incorporated into both the Corridor Management Work Plan and the ConOps.
- The results of the stakeholder outreach meetings of Task 1 will assist the DKS Team in the preparation of the PDR and the ConOps. As such, these will be targeted meetings with specific stakeholders to assist with developing and prioritizing the strategies.

- Specific solutions to address the identified needs will be identified in the PDR. Two important examples are:
 - » Recognizing the desire of the City to have the capability to change signal timing plan schedules, affect current timing plan selection, and modify signal timing plans from a City facility
 - » Considering the use of connected vehicle (CV) communications as part of traffic information delivery and control measures. The recent ruling by the Federal Communications Commission (FCC) to favor the use of cellular vehicle-to-everything (C-V2X) communications technologies provides timely guidance which will be used in the Project design. The ruling mandates the use of cellular PC-5 (direct) for local, vehicle-to-infrastructure (V2I) and infrastructure -to-vehicle communications, in place of dedicated short-range communications (DSRC). In addition, the ruling accommodates the use of cellular networks to expand the range of CV communications through infrastructure-to- network (I2N) and vehicle-to-network (V2N) communications. The Direct and Network approaches can both benefit from the fiber optic facilities to be deployed through this Project, as well as SmartNet.
- DKS will submit drafts of the PDR and ConOps and address up to two rounds of comments per document. These documents must be approved through a formal sign-off on the PDR by the City and any other stakeholder team (County, Caltrans, Metro) deemed necessary by the City to continue to the design and requirements development phase.

Task 5.0 Deliverable

- Draft and Final PDR

FIGURE 5. PRELIMINARY INTERSECTION IMPROVEMENT RECOMMENDATIONS



KEY

- A** Install new video detection systems
- B** Replace existing outdated analog CCTV camera with new IP CCTV System
- C** Install new IP CCTV System
- D** Replace existing controller with new 2070 Advanced Transportation Controller (ATC) controller
- E** Install 1 gig Ethernet Switch
- F** Install 12 SMFO drop cable from splice enclosure to new controller cabinet
- G** Splice drop cable to allow for a redundant system
- H** Install new Touchless Accessible Pedestrian Signals (APS) system with Audible walk indications
- I** Install Roadside Units (Multi-Band Compatible)
- J** Install Travel Time/Origin Destination System (V2X)
- K** Install Automated Traffic System Performance Measure (V2X)
- L** Install 10 gig Ethernet Switch
- M** Fiber Optic Cable Splice all fiber cable to allow for a redundant system

- N** Install Fiber Splice Enclosure
- O** Install Fiber Distribution Unit
- P** GPS Emergency Vehicle Preemption
- Q** Install Access Management Software for ITS Network monitoring, management, and alert
- R** Future Communication Point for LACDPW and SMART-Net

OWNER

- FUTURE COMMUNICATION POINT FOR LACDPW AND SMART-NET
- MANHATTAN BEACH (50%) & EL SEGUNDO (50%)
- MANHATTAN BEACH (50%) & HAWTHORNE (50%)
- HAWTHORNE (50%) & REDONDO BEACH (50%)
- MANHATTAN BEACH (50%) & AVIATION BL (50%)
- MANHATTAN BEACH (50%) & HERMOSA BEACH (50%)

OPERATOR / MAINTAINER

THE COUNTY OF LA IS THE OWNER/MAINTAINER OF ALL INTERSECTIONS, WITH THE EXCEPTION OF HUB LOCATIONS AND CITY HALL.

NAME	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
1 HIGHLAND AVE & 45TH ST	●			●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
2 HIGHLAND AVE & 40TH ST	●			●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
3 ROSECRAINS AVE & HIGHLAND AVE	●	●			●	●	●	●	●	●	●	●	●	●	●	●	●	●
4 ROSECRAINS AVE & BLANCHE RD	●				●	●	●	●	●	●	●	●	●	●	●	●	●	●
5 ROSECRAINS AVE & PACIFIC AVE	●	●			●	●	●	●	●	●	●	●	●	●	●	●	●	●
6 ROSECRAINS AVE & VILLAGE DR	●	●			●	●	●	●	●	●	●	●	●	●	●	●	●	●
7 ROSECRAINS AVE & NASH ST	●				●	●	●	●	●	●	●	●	●	●	●	●	●	●
8 ROSECRAINS AVE & APOLLO ST	●				●	●	●	●	●	●	●	●	●	●	●	●	●	●
9 ROSECRAINS AVE & REDONDO AVE	●				●	●	●	●	●	●	●	●	●	●	●	●	●	●
10 ROSECRAINS AVE & CONTINENTAL CIRCLE/MANHATTAN GTWY	●				●	●	●	●	●	●	●	●	●	●	●	●	●	●
11 ROSECRAINS AVE & AVIATION BL	●	●			●	●	●	●	●	●	●	●	●	●	●	●	●	●
12 HIGHLAND AVE & 33RD ST	●				●	●	●	●	●	●	●	●	●	●	●	●	●	●
13 AVIATION BL & 33RD ST	●				●	●	●	●	●	●	●	●	●	●	●	●	●	●
14 HIGHLAND AVE & MARINE AVE	●	●			●	●	●	●	●	●	●	●	●	●	●	●	●	●
15 MARINE AVE & CEDAR AVE	●				●	●	●	●	●	●	●	●	●	●	●	●	●	●
16 MARINE AVE & MEADOWS AVE	●				●	●	●	●	●	●	●	●	●	●	●	●	●	●
17 MARINE AVE & PECK AVE	●				●	●	●	●	●	●	●	●	●	●	●	●	●	●
18 MARINE AVE & REDONDO AVE	●				●	●	●	●	●	●	●	●	●	●	●	●	●	●
19 MARINE AVE & AVIATION BL	●	●			●	●	●	●	●	●	●	●	●	●	●	●	●	●
20 HIGHLAND DR & 15TH ST	●				●	●	●	●	●	●	●	●	●	●	●	●	●	●
21 VALLEY DR & 15TH ST	●				●	●	●	●	●	●	●	●	●	●	●	●	●	●
22 MANHATTAN BEACH BL & MANHATTAN AVE	●				●	●	●	●	●	●	●	●	●	●	●	●	●	●
23 MANHATTAN BEACH BL & HIGHLAND AVE	●				●	●	●	●	●	●	●	●	●	●	●	●	●	●
24 MANHATTAN BEACH BL & ARDMORE AV/VALLEY DR	●				●	●	●	●	●	●	●	●	●	●	●	●	●	●
25 MANHATTAN BEACH BL & PACIFIC AVE	●	●			●	●	●	●	●	●	●	●	●	●	●	●	●	●
26 MANHATTAN BEACH BL & POINSETTIA AVE	●				●	●	●	●	●	●	●	●	●	●	●	●	●	●
27 MANHATTAN BEACH BL & TARGET DWY	●				●	●	●	●	●	●	●	●	●	●	●	●	●	●
28 MANHATTAN BEACH BL & MEADOWS AVE	●				●	●	●	●	●	●	●	●	●	●	●	●	●	●
29 MANHATTAN BEACH BL & ROWELL AVE	●				●	●	●	●	●	●	●	●	●	●	●	●	●	●
30 MANHATTAN BEACH BL & PECK AVE	●				●	●	●	●	●	●	●	●	●	●	●	●	●	●
31 MANHATTAN BEACH BL & REDONDO AVE	●	●			●	●	●	●	●	●	●	●	●	●	●	●	●	●
32 MANHATTAN BEACH BL & AVIATION BL	●				●	●	●	●	●	●	●	●	●	●	●	●	●	●
33 AVIATION BL & 2ND ST	●				●	●	●	●	●	●	●	●	●	●	●	●	●	●
34 ARTESIA BL & PROSPECT AVE	●				●	●	●	●	●	●	●	●	●	●	●	●	●	●
35 ARTESIA BL & MEADOWS AVE	●				●	●	●	●	●	●	●	●	●	●	●	●	●	●
36 ARTESIA BL & PECK AVE	●				●	●	●	●	●	●	●	●	●	●	●	●	●	●
37 ARTESIA BL & AVIATION BL	●				●	●	●	●	●	●	●	●	●	●	●	●	●	●
38 ARTESIA BL & AVIATION WAY	●				●	●	●	●	●	●	●	●	●	●	●	●	●	●
● CITY HALL					●									●	●	●	●	●
■ HUB LOCATION					■													

TASK 5.1: ITS DESIGN PLAN (35%)

FIBER OPTIC NETWORK PLANS

The DKS team will use base mapping to lay out the improvements on the civil plans (e.g. fiber optic network plans). The plans will be prepared at a preliminary design level that shows the base mapping information, the use of existing conduit and pull boxes, areas where existing conduit cannot be used, replacement of existing pull boxes, the use of existing or new conduit entering controller cabinets, the new fiber optic conduit alignment, pull boxes, hand holes, critical issues, and design alternatives with pros and cons identified.

The ITS Elements Map in Figure 6 outlines the Phase I and Phase II design of the fiber optic design network as well as other ITS elements that will connect to the fiber optic cable and bring them online to the system.

The plans will also show the nearest hand hole and existing and new fiber optic conduit alignment entering the city, buildings, well sites, and hub locations. Separate detail sheets will be provided for each city facility.

The fiber optic plans will provide advanced technology communication capability and conform to the City's requirements and be prepared in AutoCAD at 1"=40' scale on 24"x36" City of Manhattan Beach title block. At locations where proposed improvements need to be viewed at a larger scale, blow-ups will be provided at 1"=20' scale.

TYPICAL CONNECTIONS

A preliminary layout will be prepared for typical building connections for city buildings and other city sites. Based on DKS' field investigation, the preliminary design will show the nearest hand hole, existing, or new conduit entering the building.

Typical splicing details will also be provided. For lateral cable (e.g. fiber optic drop cables) coming off the main fiber optic trunk line, the splicing typically occurs within splice closures located inside the nearest hand hole prior to entering the building.

TYPICAL TRAFFIC SIGNAL CONNECTIONS

A preliminary layout will be prepared for typical traffic signal connections (includes new 2070 ATC controller, video detection camera, GPS emergency vehicle preemption), construction details, and fiber optic network detail sheets. The work under this subtask is one of the most important because it not only includes typical details, but it shows the use and connectivity of each fiber optic strand to each traffic signal and facility throughout the network as shown in the Preliminary Intersection Improvement Recommendations (Figure 5).

The following summarizes the typical traffic signal connections and construction details DKS will provide under this subtask:

- Trenching details for the primary ring
- Primary ring plus 2" duct
- Secondary ring
- CIP joint trench detail
- Directional bore details
- Hand hole placement detail
- Hand hole conduit entry details
- Conduit sweep details
- Conduit entering controller cabinet foundation details
- Conduit installed/strapped to existing bridge structure details
- Conduit under railroad crossing detail
- Fiber optic cable entry and landing inside traffic signal controller cabinet detail

Each detail will include general notes and/or construction notes for the contractor to complete the intended work. The following summarizes DKS' fiber optic network detail sheets provided under this subtask:

- Fiber optic one-line diagram layout sheets
 - » This is a high-level plan that illustrates the general location of each traffic signal controller cabinet and city facilities, the fiber optic links, and the fiber optic cable size to each location. This is important because it gives the City an "at a glance" understanding of the fiber optic network layout.
- Fiber optic index and intersection grouping sheet for the Fiber Assignment Plans
 - » This is similar to an index sheet provided for layout sheets. It is used as a reference to show the location of layout sheets and match lines. It will show the fiber optic cable alignment, fiber cable sizes, traffic signals, city buildings, and other locations. It will also show the traffic signal controller groupings. This is important because DKS will daisy-chain traffic signal controllers, which means that a string of traffic signal controllers will be connected to the same fiber optic strands.
- Fiber assignment sheets
 - » The fiber assignment details will show how each strand is spliced and linked to each traffic signal and city facility. It will show the fiber strands that are not used and can be reserved for future connections. This is a key project component because it allows the City to know how many fiber strands are being used and its connection to each field element. This information is critical to troubleshooting, modifying, and expanding the system.
- Fiber optic assignment tables
 - » This will summarize the fiber assignments in a table, showing the fiber strands that are being used and its connection to each traffic signal and City facility. This is an additional resource that is used to understand fiber optic network connections. This will be provided in an excel spreadsheet and can be provided as an attachment in the specifications.

CMS/DMS LOCATION AND SITE SELECTION

The DKS team will determine the logical placement for Changeable Message Signs/Dynamic Message Signs (CMS/DMS). See ITS Elements Map (Figure 6). Each location considered for design shall assist in managing the ingress and egress routes to and from the city.

Some of the factors that will be considered when determining the placement of signs will include:

- Event traffic patterns (e.g., ingress/egress routes, contra-flow)
- Placement at or near decision points to the city
- Visibility of signs to motorists
- Distance between CMS/DMS and other street signs and signals
- Proximity to the City's communications infrastructure
- City's preferred location based on existing traffic patterns

The proposed locations of the CMS/DMS will be discussed with City staff. The CMS/DMS sign deployments shall complement the primary vehicle circulation pattern. DKS will provide design sketches for connecting power and communications to each of the new signs and detection.

CCTV LOCATION/INTERSECTIONS IMPROVEMENTS (12 LOCATIONS)

The DKS team will determined the 12 intersection locations for CCTV cameras as shown in the map (see Figure 6). The design will include new poles to provide a larger coverage area. For intersections that are critical and require additional coverage due to the configuration, two cameras and two poles may be required.

Task 5.1 Deliverables

- 35% ITS Design Plan
 - » Fiber Optic Plans
 - » typical traffic signal and construction details
 - » Fiber optic one-line diagram layout sheets
 - » Fiber optic index and intersection grouping sheet
 - » Fiber assignment sheets
 - » Fiber optic assignment table (in Excel)
 - » Design sketches for CMS/DMS sign locations
 - » Design sketches for CCTV locations



FIGURE 6. ITS ELEMENTS MAP



TASK 6: ENVIRONMENTAL ANALYSIS

The DKS team will provide the services necessary to assist the City in preparing CEQA compliance documentation which will be a Categorical Exemption (CE).

ENVIRONMENTAL DOCUMENTATION

The following environmental scope of services is based on these key assumptions:

- City will file the Categorical Exemption (CE) documentation
- City will submit to file the Preliminary Environmental Study
- One project design alternative will be evaluated through environmental review
- Technical studies can be provided as an additional service

PRELIMINARY ENVIRONMENTAL STUDY (PES)

A PES will be drafted for City review per Caltrans Local Assistance Procedures Manual Exhibit 6-A concurrently with the 35% design. The PES identifies the necessary level of technical assessment required to support the environmental documentation for the Project and generally summarizes specific environmental issues that may affect Project approval, programming, scheduling, design considerations, and project costs. This scope assumes that no technical studies will be required, and the Project will qualify for a CE/CE.

CEQA CLEARANCE - NOTICE OF EXEMPTION

Based on DKS' preparation of environmental documentation for similar projects, DKS anticipates that the project will be categorically exempt under CEQA Guidelines Section 15301 – Existing Facilities. City will file the NOE with the County Clerk and State Clearinghouse. The NOE will include a brief explanation (CEQA Guidelines §15301 Categorical Exemption) as to why this exemption is appropriate and confirm that no exceptions or unusual circumstances exist. Any filing fees shall be the responsibility of the City.

Task 6 Deliverables

- Draft Preliminary Environmental Study for City review (one round of review, electronic transmittal)
- Revised Preliminary Environmental Study for City review (one round of review, electronic transmittal)
- Draft Notice of Exemption for City review (one round of review, electronic transmittal)
- Revised Notice of Exemption for City review (one round of review, electronic transmittal)

Additional services to accomplish this task include the following:

- Existing records review, project initiation, and coordination

TASK 7: FIBER NETWORK OPERATION STUDY

DKS will develop a Concept of Operations that describes the objectives and the constraints of the new signal timing. DKS will work with the City and local agency stakeholders to identify operational issues and objectives. DKS is aware that there will be multiple signals along the major corridor crossing Pacific Coast Highway 1/Sepulveda Boulevard where cross coordination will limit the traffic signal timing options.

DKS will evaluate the cycle lengths of 120, 130, and 140. Any changes to the cycle lengths would impact the existing coordination on the cross streets. DKS' approach is to evaluate different intersection groupings that would tie into the existing cross coordinated cycle lengths, resulting in multiple breaks in the coordination along the corridor, or, DKS may choose to review the timings in grid networks for the major and minor corridors.

DKS will then review the operational objectives to determine if the proposed intersection/cycle length groupings provide an appropriate solution. Another consideration is the boundaries between agencies where two signal systems meet and DKS may choose to break the system groupings at the agency boundary. DKS may find that it will be necessary to change the cycle length of a signal on an existing crossing coordinated corridor to improve operations for major corridors and be prepared for the impacts. Finally, DKS will discuss the different options with all the agencies to make sure everyone understands the constraints, benefits, and drawbacks of the solution. This is an iterative process and will most likely result in multiple cycle lengths along the corridor.

Task 7 Deliverables

- 33 Intersections Concept of Operations (Draft and Final)
- 16 Intersection for Implementation and Fine Tuning
(Phase 1 - Construction)

TASK 8: FINAL DESIGN - PLANS, SPECIFICATIONS, AND ESTIMATES (65%, 95%, 100%)

TASK 8.1: 65% PLANS, SPECIFICATIONS, & ESTIMATES

The DKS team will prepare design plans, specifications, and opinions of probable construction cost (PS&E) for the design of fiber optics, traffic signal modifications including CCTVs and ADA ramp(s), and CMS/DMS devices relevant to the design plans. These will be layered to reflect "existing," "to-be-removed," and "proposed" conditions. All plans and specifications for this project will be stamped and signed by a CA Registered Engineer. The PS&E package will include the following:

- Design plans prepared using AutoCAD on City of Manhattan Beach border sheets and electronic files submitted to the City upon request

- Final PS&E package (100%)
- Construction specifications consistent with the City's format will be written to specifically address the project; the specifications will include the requirements of the federal funding
- Complete set of bid package, including opinions of probable construction cost, will be prepared Microsoft Word and an electronic copy will be submitted to the City
- An itemized bid schedule and opinions of probable construction cost and construction schedule will be prepared

Project plans are anticipated to include the following:

- Title sheet
- General plan/notes sheet(s)
- Layout sheet/key map
- Communications design plans
- CMS/DMS design plans
- Traffic signal modification design plans
- Communications network layout
- Communication block diagrams
- Cabinet and camera details
- Fiber-optic cable assignment tables
- Pull box, conduit, vault, hub and splicing details

DKS will prepare plans per City of Manhattan Beach CAD standards. These plans will include the following:

- Existing overhead and underground utility lines
- Existing utility facilities (cabinets, manholes, poles pull boxes, vaults, Hubs)
- Existing traffic signal facilities (cabinets, conduits, poles, pull boxes)
- Existing communication conduits and Fiber optic cables
- Proposed conduit runs and pull boxes
- Proposed communication conduits, 432 SMFO cables and vaults
- Proposed CMS/DMS signs
- Proposed 332 controller cabinet and 2070 controller
- Proposed traffic signal poles, CCTV poles, and mast arms

The following subtasks will be provided to a 65% PS&E submittal level. This is considered as DKS' first step in the final design stage. DKS will address all comments from the 35% submittal.

FIBER ASSIGNMENTS

DKS will complete a fiber assignment networking existing conditions report to use as the baseline. DKS will conduct field investigations to gather and document readily available information on the existing assignment of fibers to field devices and network

switches. This information will be incorporated into the new fiber splice diagrams and assignments.

The fiber optic network drawing and fiber splicing diagrams will be completed for the proposed field devices. The proposed fiber assignments will take into account the growth of future field devices and future node points as well as existing fiber strand assignments within existing fiber cables that will be connected to. DKS will address up to two rounds of consolidated comments and submit final plans.

SURVEY

DKS' sub-consultant, CL Surveying & Mapping will perform a field topographic survey of existing twelve intersections within the City of Manhattan Beach. Visible indications of surface utilities, trees, utility poles, luminaries, fencing, walls, sidewalks, hardscape, signs and edge of pavement lying within ramp and bus stop locations will be located, as well as lip of gutter, flow line, top of curb and back of walk elevations. Survey will also extend 25' beyond ramp's BCR/ECR.

CMS/DMS STRUCTURAL DETAIL (4 LOCATIONS, UP TO 2 STRUCTURAL DESIGN ALTERNATIVES)

DKS will analyze the proposed CMS/DMS and CCTV poles and provide structural calculations for pole foundations and sign mounting details. These calculations will be prepared in accordance with the Caltrans Design Manual and the Los Angeles County Building Code. Details developed from these signs will be included in the construction documents supported with general material notes.

TECHNICAL SPECIFICATIONS AND ENGINEER'S ESTIMATES

The DKS team will prepare the technical specifications for inclusion in the City's construction bid documents. The technical specifications will include specifications for the required ITS field elements, traffic signal modification, CMS/DMS, CCTV, fiber optic cables, and communication equipment.

Construction quantity take-offs and opinions of probable construction costs will be prepared in accordance with City requirements.

Final quantities and construction cost opinions will be provided during the final submittal. If requested, back-up calculations for the quantities and construction cost opinions for each project plan sheet will be provided to the City for review during each submittal.

Task 8.1 Deliverables

- 65% PS&E Submittal
 - » Fiber Optic Communication Design Plans
 - » Traffic Signal Modification Plans (up to 12 intersections)
 - ◇ Including ADA ramps design (up to 48 ramps)
 - ◇ Topographic survey for ADA ramp design (Up to 48 ADA ramps corners)
 - » CMS/DMS Design Plans (up to 4 locations, 2 up to structural design)
 - » Technical Specifications and Engineer's Estimates

TASK 8.2: 95% PLANS, SPECIFICATIONS, & ESTIMATES

The DKS team will provide a 95% PS&E submittal level. This is considered as the second step in the final design stage. DKS will address all comments from the 65% submittal in addition incorporate and address any underground conflict that should arise from the potholing activities.

DKS' plans will include a title sheet, construction notes sheet, civil plans, traffic control and detour plans, and details sheets as described previously.

QUANTITIES, COST ESTIMATES, AND SPECIFICATIONS

Construction quantities, cost estimates, and specifications will be prepared based on the 95% plans/proposed bid items and in accordance with the City of Manhattan Beach's requirements.

POTHOLING

Upon receiving the 65% submittal comments, DKS' sub-consultant, C-Below, will perform potholing for underground utilities at potential conflict locations determine their horizontal and vertical location for clearance and connection points or conflicts for underground improvements such as gas lines and other utilities to determine the locations of the proposed traffic signal pole foundations.

Repair of existing improvements in kind because of potholing. This includes the repair of asphalt concrete and PCC. VacX or similar potholing methods will not be used over gas mains. The potholing information and plan will be submitted to the City after task completion. The DKS team will then pull an encroachment permit, prepare, and submit traffic control plans according to CAMUTCD, latest edition, for the City's review and approval.

Task 8.2 Deliverables

- 95% PS&E Submittal
 - » Fiber Optic Communication Design Plans
 - » Traffic Signal Modification Plans (up to 12 intersections)
 - » ADA ramps design (up to 48 ramps)
 - » CMS/DMS Design Plans (up to 4 locations, 2 up to structural design)
 - » Technical Specifications and Engineer's Estimates
 - » Potholing data files of photographs and field notes (up to 50 locations)

TASK 8.3: 100% PLANS, SPECIFICATIONS, & ESTIMATES

A 100% PS&E submittal level will be provided as DKS' final step in the final design stage. DKS will address all comments from the 95% submittal. The DKS team will prepare construction quantities, cost estimates, and specifications based on the 100% plans/proposed bid items and in accordance with the City of Manhattan Beach's requirements. Final plans (100% complete) and specifications will be stamped and signed by a CA Registered Engineer and submitted to the City on 24"x36" Mylar (4 Mil).

Task 8.3 Deliverables

- 100% PS&E Submittal
 - » Fiber Optic Communication Design Plans
 - » Traffic Signal Modification Plans (up to 12 intersections)
 - » ADA ramps design (up to 48 ramps)
 - » CMS/DMS Design Plans (up to 4 locations, 2 up to structural design)
 - » Technical Specifications and Engineer's Estimates

TASK 8.4: SYSTEM INTEGRATION

- The DKS team will update Metro's ITS First database with the new field equipment locations and the new communication network. This will include updating the year implemented, the vendor name, and other relevant details for the network.
- The DKS team will also coordinate with Metro's Measure Up program to determine performance measures and possible reporting requirements.
- The DKS team will coordinate with LA County to obtain a license for KITS Kimley-Horn will develop intersection graphics and integrate all of the City's traffic signals into KITS. Kimley-Horn will set up user log in credentials for City staff and provide a half day training on the system. In addition, Kimley-Horn will integrate the City's signals into LA County's Information Exchange Network. The integration task assumes any costs charged by the County are beyond the scope of this project. The integration also assumes that the City will utilize LACO4e controllers for IEN integration. Any additional software integration or controller integration is an additional service.

IP ADDRESSING SCHEME

DKS will provide the network design for the City's new ITS field devices and new communication network. The network design will include a network diagram, VLAN, set-up, IP addressing, redundancy, fiber assignments, security (firewalls, ports, account access), and hardware and software requirements. This task assumed up to one meeting with the City's IT department to understand requirements and to provide initial feedback.

Task 8.4 Deliverable

- Draft and Final Memo documenting the network design

TASK 8.5: ENCROACHMENT PERMIT

DKS will assist the City with the preparation of the required encroachment permit from Caltrans D7 and the City of El Segundo, Redondo Beach, and for the construction of ITS field infrastructure included in this project under their jurisdiction. DKS will submit the application package to the City to submit to the appropriate agencies.

Task 8.5 Deliverable

- Encroachment permit application packages

TASK 9: RIGHT-OF-WAY

Based on discussions with the City, DKS is aware that there will be no ROW impacts with the possible exception of temporary construction easements. The DKS team will work with the City to verify the need for any temporary construction easements and to identify those impacts, if any, early on in the project in order to coordinate on appropriate submittals to Local Assistance. DKS will prepare the exhibits, plans, and legal description for properties requiring temporary construction easements and/or any rights-of-entry.

Should it become necessary, the DKS team can provide additional related work for additional fee which could include:

- Ordering title reports/litigation guarantees
- Preparing and presenting the conceptual plans to property owners
- Selecting an Appraiser to prepare and provide appraisal of properties requiring right-of-way acquisition
- Authorize appraisals and improvements pertaining to properties
- Meet with property owners of appraised property to notify them of appraisals and detailed improvements to their properties
- Set just compensation and present written offer letters and appraisal summaries to property owners
- Conduct negotiations to settlement

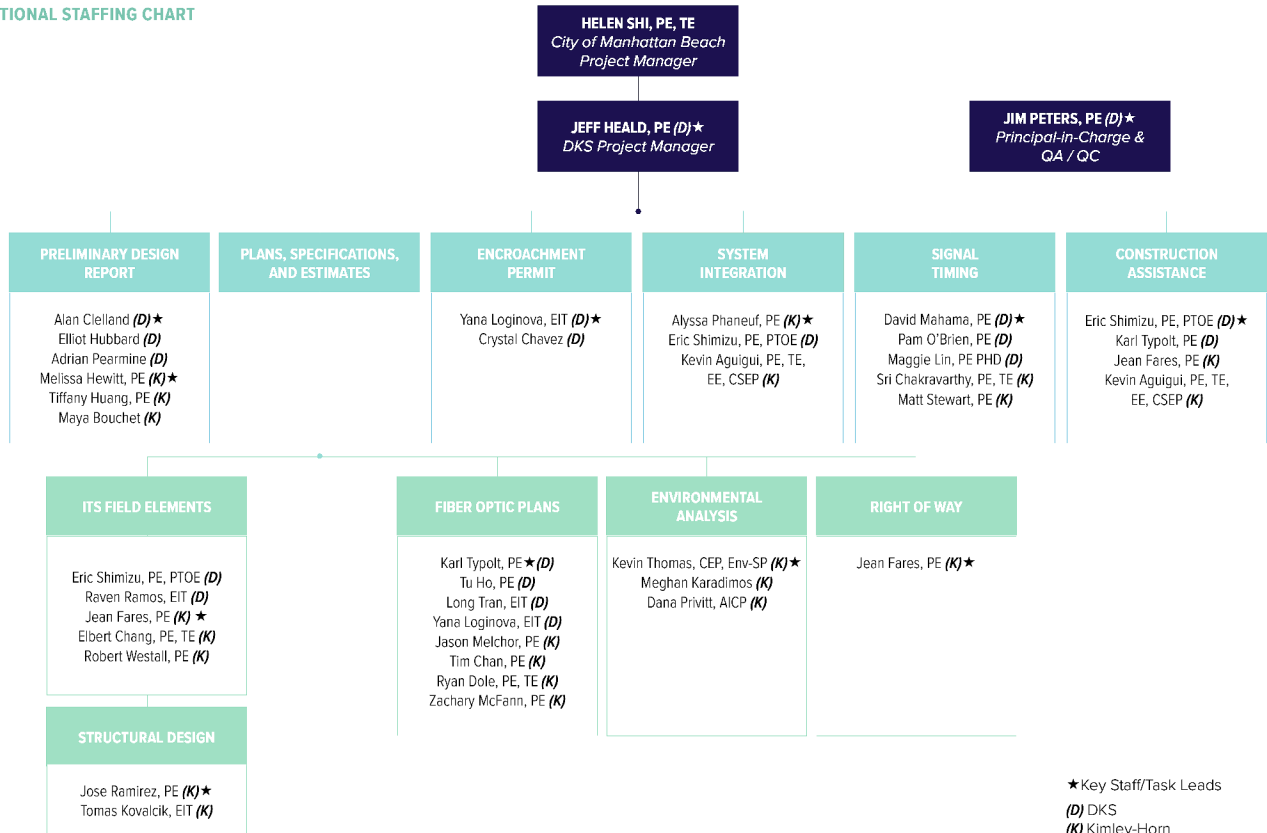
TASK 10: CONSTRUCTION PHASE I & PHASE II

The City's construction management staff will have primary responsibility for construction management and inspection. The DKS team will provide technical support throughout the advertising, bidding, and during construction phase. DKS' services include:

- Attendance at the pre-bid meeting
- Attendance at the pre-con meeting
- Preparation of draft responses to contractor questions
- Response to Requests for Information (RFIs) during construction and provide clarification to the plans
- Preparation of exhibits
- Review contractor's construction schedule
- Prepare Support for Contractor Change Order
- Modify plans based on construction changes made in field.
- Preparation of addenda
- Review and response to submittals
- Up to 12 Field Meeting
- Provide Final Walk Through Support
- As-built upon project completion

The DKS team will provide construction support services and respond to any questions associated with the fiber optic network plans DKS prepared during the construction period, including the preparation of issued construction documents, responding to RFIs, construction meetings, the evaluation of as-built construction, bid document changes, and related construction support services.

ORGANIZATIONAL STAFFING CHART



★ Key Staff/Task Leads
(D) DKS
(K) Kimley-Horn

RESOURCE ALLOCATION MATRIX

MANHATTAN BEACH ADVANCED TRAFFIC SIGNAL (MBATS) SYSTEM PROJECT - RESOURCE ALLOCATION MATRIX										
DKS TEAM										
Task Description	DKS						KHA			
	Project Manager	QA/QC	Sr. Engineer	Engineer	Asst. Engineer	Analyst	Sr. Professional	Professional	Jr. Professional	Analyst II
1 Project Management										
Project Management	120		64	64			40	40		
Project Schedule/meetings	64	64	64							
Quality Assurance / Quality Control (QA/QC)		40					40			
2 Background Research										
Background Research					20	20				
3 Field Check and Data Collection										
Field Review Measurement ITS Elements			40	40	80	80		4	60	60
Data Collection		20	20			40				
4 Utility and Agency Coordination										
Utility and Agency Coordination (35%, 65%, 95%)			24	80		80				
5 Preliminary Engineering and Design										
Preliminary Design Report (PDR)	40	60	120	120	80	40	8	20	20	
ITS Design Plans (35%)	20	20	80	80	80	80				
6 Environmental Analysis										
Environmental Analysis	4						4	12	10	30
7 Fiber Network Operation Study										
Traffic Signal Timing Sheets (Phase 1 - Construction)	20	40	140	160	180	160				
8 Final Design Plans, Specifications, and Estimate Document Preparation (65%, 95%, and 100%)										
Fiber Optic Communication Design Plans	8	50	120	140	140	140	6	22	18	52
Traffic Control /Detour Plans			0		0					
Traffic Signal Modification Plans (up to 12 intersections)	4						60	122	122	140
ADA ramps design (up to 48 ramps)	4						52	110	110	120
CMS/DMS Design Plans (4 Locations, up to 2 Structural Design Alternatives)	4						4	36	24	24



Technical Specifications and Engineer's Estimates	4	32	40	0		48	8	30	30	
System Integration	8	8	80	80	40	40	22	80	132	152
Encroachment Permit	8		8	20	20	40				
Potholing	8					40				
Surveyor for Intersection Improvements	8					40				
9 Right-of-Way										
Right-of-Way	4						2	8	30	30
10 Construction Phase										
Construction Support Phase I	20		80	40	20		40	60	20	20
Construction Support Phase II	20		60	40	20		40	40	20	20
Total # of Hours	368	334	940	864	760	768	326	584	596	648

PROJECT SCHEDULE



Construction Support Phase I	20	80	40	20		40	60	20	20		300	\$	64,100.00
Construction Support Phase II	20		60	40	20		40	40	20	20	260	\$	55,400.00
Total # of Hours	358	334	940	864	760	768	326	584	596	648		\$	1,259,810.00
Labor	\$ 108,560.00	\$ 80,160.00	\$ 192,700.00	\$ 146,880.00	\$ 106,400.00	\$ 92,160.00	\$ 96,170.00	\$ 134,320.00	\$ 113,240.00	\$ 90,720.00			
											Expense (ODC)	\$	23,607.00
												TOTAL LABOR AND EXPENSE NOT TO EXCEED	\$ 1,283,417.00

EXHIBIT C

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. Therefore, as to those Services that are “public works”, 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. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Contractor’s Services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.

5. 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.

6. 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 City, forfeit \$200.00 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.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate

payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records. Pursuant to Labor Code Section 1771.4, Contractor and each subcontractor shall furnish such records to the Labor Commissioner, at least monthly, in the form specified by the Labor Commissioner.

8. 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 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Contractor or any subcontractor becomes debarred or suspended during the duration of the project, the Contractor shall immediately notify City.

10. Contractor acknowledges that eight 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 City, forfeit \$25.00 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 hours in any one calendar day and 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 eight 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 eight hours per day at not less than one and one-half times the basic rate of pay.

11. 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.”

12. 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.

13. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor’s expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, 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 the termination of the Agreement.



CONTRACT APPROVAL ROUTING SLIP

Department: Public Works - Engineering City Staff: Helen Shi and Tikneshea Hicks

Vendor/Company Information:

Contract with: DKS Associates

Name of Signer: Chris Maciejewski Email: csm@dksassociates.com

Name of Signer: Jeff Heald Email: jbh@dksassociates.com

Name of Signer: N/A Email: _____

Contract Details:

Dollar Amount: 0.00 ^{DS}
HS Project Mgr
4/10/2023

Contract Budgeted: Yes No Line Item Account No.: ST21102 23418721-62211

City Council Agenda Date: N/A Staff Report No: N/A

Contract Start Date: Last Authorized Signer Contract End Date: June 30, 2026

Have Services Started: Yes No If Yes, Date When Services Began: April 6, 2021

Contract Type: Original Amendment Renewal Change Order
 Grant Other _____

Bidding Process: RFI RFP Bids (Public) Renewal (Amendments Only)

Contract Description/Notes: Amendment No. 1 with DKS Associates extends the date from 6/30/2023 to 6/30/2026 for the Manhattan Beach Advanced Traffic Signal Project design services.

Required Documents (Documents need to be submitted with the signed agreement when required):

W9 Required File (Munis) Vendor No. 11545 Included

Insurance Required Yes No

Bonds Required Yes No

Verification of Corporate Entity Yes No Verification of Authority to Sign Yes

Business License Required Yes No Business License No: _____

Notary for Management Services Signature Authority:

Yes No City Manager City Attorney City Council

Insurance Waiver/Modification Request: Yes No

Sole Source Agreement (Must Provide Attachment)

Sole source agreements must include a written justification. Reasons to sole source include there is only one existing source for the service/supply, the unique nature of the service/supply, the relationship of the parties, and the exigency for providing the service/supply.

Legal, Risk and Purchasing Review

^{DS}
Ml City Clerk's Office
4/18/2023

^{DS}
BM Risk Manager
4/19/2023

^{DS}
KED Department Manager
4/15/2023

^{DS}
kl Purchasing
4/20/2023

^{DS}
El Department Head
4/17/2023

____ City Council

AMENDMENT NO. 1 TO THE DESIGN SERVICES AGREEMENT BETWEEN
THE CITY OF MANHATTAN BEACH AND DKS ASSOCIATES

This First Amendment (“Amendment No. 1”) to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation (“City”) and DKS Associates, a California corporation (“Consultant”) (collectively, the “Parties”) is hereby made effective as of the date of the last authorized representative signature below (“Effective Date”).

RECITALS

A. On April 6, 2021, the City and Consultant entered into an agreement for professional services for the Consultant to provide design services for the Manhattan Beach Advanced Traffic Signal System Project (“Agreement”).

B. The Parties now desire to amend the Agreement to extend the term.

NOW, THEREFORE, in consideration of the Parties’ performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. Section 2 of the Agreement is hereby revised to extend the term of the Agreement through June 30, 2026, unless sooner terminated as provided in Section 12 of the Agreement.

Section 2. Except as specifically amended by this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year of the last authorized representative signature shown below.

City:

Consultant:

City of Manhattan Beach,
a California municipal corporation

DKS Associates,
a California corporation

DocuSigned by:
By: Bruce Moe
D1A18C66864A441...
Name: Bruce Moe 4/28/2023
Title: City Manager

DocuSigned by:
By: Chris Maciejewski
5B1012D100C34D2...
Name: Chris Maciejewski 4/26/2023
Title: Executive Vice President/Chief
Operating Officer

ATTEST:

DocuSigned by:
By: Jeff Heald, Principal
BB88F8245FEE84A6...
Name: Jeff Heald 4/26/2023
Title: Principal/Southern California
Regional Lead

DocuSigned by:
By: Liza Tamura
975D2FFB9D04406...
Name: Liza Tamura 5/2/2023
Title: City Clerk

APPROVED AS TO FORM:

DocuSigned by:
By: Quinn M. Barrow, City Attorney
C24C0E203545413...
Name: Quinn M. Barrow 4/28/2023
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
By: Steve S Charelian, Finance Director
3001E6D7B4124E9...
Name: Steve S. Charelian 4/28/2023
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:
By: Erick Lee
0FDAAFB234CA492...
Name: Erick Lee 4/27/2023
Title: Public Works Director



CITY OF MANHATTAN BEACH PUBLIC WORKS
ENGINEERING DIVISION
3621 Bell Avenue, Manhattan Beach, CA 90266

WEBSITE: www.citymb.info PHONE: (310) 802-5353 FAX: (310) 802-5351 TDD: (310) 546-3501

DOCUSIGN CONTRACT SIGNOR FORM

Date: 3/21/23

Vendor: DKS Associates

Contract: Professional Design Services for the Manhattan Beach Advanced Traffic Signal System Project

Please list the representative(s) from your organization that will be **signing the agreement** and **attach proof of signature authority** by providing articles of incorporation, corporate resolution, etc.

1) Name: Chris Maciejewski

Title: Executive Vice President/Chief Operating Officer

Email: csm@dksassociates.com

2) Name: Jeff Heald

Title: Principal/Southern California Regional Lead

Email: jbh@dksassociates.com

Please list the representative(s) from your organization that would like to receive a **copy of the executed agreement**:

1) Name: Renee Hurtado

Title: Principal

Email: srh@dksassociates.com

2) Name: _____

Title: _____

Email: _____

From: mail-server@csr24.email

To: citymb citymb@Ebix.com

CC:

Subject: Reference #IS00000026 | DKS Associates Proof of Insurance

Date: 4/29/2022 11:25:47 AM

Attachment(s):

Attached is a renewal Certificate of Insurance for subject. You are receiving an updated certificate as we have one currently on file for you, please contact us if you no longer require. Thank you!



CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and
2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: DKS ASSOCIATES

Policy No: 6080860327

Endorsement No: 13

Effective Date: 05/01/2022





CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A.** is currently in effect or becomes effective during the term of this policy; and
- B.** was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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VALLEY FORGE INSURANCE COMPANY

Insured Name: DKS ASSOCIATES

Policy No: 6080860327

Endorsement No: 13

Effective Date: 05/01/2022

**CNA PARAMOUNT****Architects, Engineers and Surveyors General Liability
Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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VALLEY FORGE INSURANCE COMPANY

Insured Name: DKS ASSOCIATES

Policy No: 6080860327

Endorsement No: 5

Effective Date: 05/01/2022



CNA PARAMOUNT

Architects, Engineers and Surveyors General Liability Extension Endorsement

1. ADDITIONAL INSURED

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

- (a) the **bodily injury or property damage**; or
- (b) the offense that caused the **personal and advertising injury**,
for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

- 1. such person or organization's financial control of a **Named Insured**; or
- 2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage or personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

- a. in connection with the **Named Insured's** premises; or
- b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury, property damage or personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

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VALLEY FORGE INSURANCE COMPANY

Insured Name: DKS ASSOCIATES

Policy No: 6080860327

Endorsement No: 5

Effective Date: 05/01/2022



CNA PARAMOUNT

Architects, Engineers and Surveyors General Liability Extension Endorsement

1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or

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VALLEY FORGE INSURANCE COMPANY

Insured Name: DKS ASSOCIATES

Policy No: 6080860327

Endorsement No: 5

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CNA PARAMOUNT

Architects, Engineers and Surveyors General Liability Extension Endorsement

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;



CNA PARAMOUNT

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

4. BOATS

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

Any watercraft owned by the **Named Insured** that is less than 30 feet long while being used in the course of the **Named Insured's** inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3**. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

- a. on the effective date of this **Coverage Part**; or
- b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

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VALLEY FORGE INSURANCE COMPANY

Insured Name: DKS ASSOCIATES

Policy No: 6080860327

Endorsement No: 5

Effective Date: 05/01/2022





CNA PARAMOUNT

Architects, Engineers and Surveyors General Liability Extension Endorsement

by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

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VALLEY FORGE INSURANCE COMPANY

Insured Name: DKS ASSOCIATES

Policy No: 6080860327

Endorsement No: 5

Effective Date: 05/01/2022


EXTENDED COVERAGE - BA PLUS - FOR HIRED AND NON-OWNED AUTOS

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

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II. AMENDMENTS TO PHYSICAL DAMAGE COVERAGE A. Increased Loss of Use Expense B. Broadened Electronic Equipment Coverage
III. AMENDMENTS TO BUSINESS AUTO CONDITIONS A. Knowledge of Accident or Loss B. Knowledge of Documents C. Waiver of Subrogation D. Unintentional Failure To Disclose Hazards E. Primary and Non-Contributory When Required By Contract
IV. AMENDMENTS TO DEFINITIONS A. Broadened Bodily Injury

I. AMENDMENTS TO LIABILITY COVERAGE
A. Amendments to Who Is An Insured

Under **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Who Is An Insured** is amended to add the following:

1. Majority Owned Corporations

Any incorporated entity in which you own a majority of the voting stock on the inception date of this Coverage Form is an **insured**, but only if such entity is not an **insured** under any other liability "policy" that provides **auto** coverage.

2. Newly Acquired Organizations

Form No: CNA83700XX (10-2015)
 Endorsement Effective Date:
 Endorsement No: 65; Page: 1 of 4
 Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6080860053
 Policy Effective Date: 05/01/2022
 Policy Page: 101 of 114



Any organization you newly acquire or form during the policy period, other than a limited liability company, partnership or joint venture, and in which you maintain majority ownership interest is an **insured**, but only if such organization is not an **insured** under any other liability "policy" that provides **auto** coverage. The insurance afforded by this provision:

- a. Is effective on the date of acquisition or formation of the organization, and applies until:
 - (1) The end of the policy period of this Coverage Form; or
 - (2) The next anniversary of this Coverage Form's inception date, whichever is earlier; and
- b. Does not apply to **bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization.

3. Additional Insureds Required By Written Contract

Any person or organization that you are required by written contract to make an additional insured under this insurance is an **insured**, but only with respect to that person or organization's legal liability for acts or omissions of a person who qualifies as an **insured** for Liability Coverage under **SECTION II - WHO IS AN INSURED** of this Coverage Form.

4. Employee-Hired Autos

Any **employee** of yours is an **insured** while operating with your permission an **auto** hired or rented under a contract in that **employee's** name, while performing duties related to the conduct of your business.

With respect to provisions **A.1.** and **A.2.** above, "policy" includes those policies that were in force on the inception date of this Coverage Form, but:

- i. Which are no longer in force; or
- ii. Whose limits have been exhausted.

B. Increased Loss of Earnings Allowance

Under **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Coverage Extensions** is amended under **Supplementary Payment** subparagraph (4) to delete the \$250. a day limit for loss of earnings and replace it with a \$500. a day limit.

C. Fellow Employee Coverage

Under **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Fellow Employee**.

II. AMENDMENTS TO PHYSICAL DAMAGE COVERAGE

A. Increased Loss of Use Expense

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, the paragraph entitled **Coverage Extensions** is amended under **Loss of Use Expenses** to delete the maximum of \$600., and replace it with a maximum of \$800.

B. Broadened Electronic Equipment Coverage

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, the paragraph entitled **Exclusions** is amended to delete paragraphs **5.a** through **5.d.** in their entirety, and replace them with the following:

- 5. Exclusions **4.c.** and **4.d.** above do not apply to **loss** to any electronic equipment that at the time of **loss** is:

Form No: CNA83700XX (10-2015)

Endorsement Effective Date:

Endorsement No: 65; Page: 2 of 4

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 6080860053

Policy Effective Date: 05/01/2022

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- a. Permanently installed in or upon a covered **auto**, nor to such equipment's antennas or other accessories used with such equipment. A \$100 deductible applies to this provision, and supersedes any otherwise applicable deductible; or
- b. Designed to be operated solely by use of the power from the **auto's** electrical system and is:
 - (1) Removable from a housing unit which is permanently installed in or upon the covered **auto**;
 - (2) An integral part of the same unit housing any electronic equipment described in paragraphs a. or b.(1) above; or
 - (3) Necessary for the normal operation of the covered **auto** or the monitoring of the covered **auto's** operating system.

III. AMENDMENTS TO BUSINESS AUTO CONDITIONS

A. Knowledge of Accident or Loss

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Duties In the Event of Accident, Claims, Suit, or Loss** is amended to add the following subparagraph a.(4):

- (4) If your **employees** know of an **accident** or **loss**, this will not mean that you have such knowledge until such **accident** or **loss** is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an **employee** designated by any of the above to be your insurance manager.

B. Knowledge of Documents

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Duties In the Event of Accident, Claims, Suit, or Loss** is amended to add the following subparagraph b.(6):

- (6) If your **employees** know of documents concerning a claim or **suit**, this will not mean that you have such knowledge until such documents are known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an **employee** designated by any of the above to be your insurance manager.

C. Waiver of Subrogation

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

D. Unintentional Failure To Disclose Hazards

Under **BUSINESS AUTO CONDITIONS**, the **General Condition** entitled **Concealment, Misrepresentation or Fraud** is amended to add the following:

Your failure to disclose all hazards existing on the inception date of this Coverage Form shall not prejudice you with respect to the coverage provided by this insurance, provided such failure or omission is not intentional.

E. Primary and Non-Contributory When Required By Contract

Under **BUSINESS AUTO CONDITIONS**, the **General Condition** entitled **Other Insurance** is amended to add the following:

Form No: CNA83700XX (10-2015)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 65; Page: 3 of 4

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6080860053

Policy Effective Date: 05/01/2022

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**Business Auto Policy
Policy Endorsement**

Notwithstanding provisions 5.a. through 5.d. above, the coverage provided by this Coverage Form shall be on a primary and non-contributory basis when required to be so by a written contract entered into prior to **accident** or **loss**.

IV. AMENDMENTS TO DEFINITIONS

A. Broadened Bodily Injury

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, mental anguish or mental injury sustained by that person which results as a consequence of the physical injury, sickness or disease.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA83700XX (10-2015)

Endorsement Effective Date:

Endorsement No: 65; Page: 4 of 4

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 6080860053

Policy Effective Date: 05/01/2022

Policy Page: 104 of 114



Workers Compensation And Employers Liability Insurance
Policy Endorsement

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 6 80860179

Policy Effective Date: 05/01/2022

Policy Page: 34 of 49



**CNA Paramount Excess and Umbrella Liability
Policy Declarations**

Schedule of Underlying Insurance

Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance
Valley Forge Insurance Company 6080860327 05/01/2021 to 05/01/2022	General Liability	Each Occurrence Limit General Aggregate Limit Per Location : yes Per Project : yes Products/ Completed Operations Aggregate Limit Personal and Advertising Injury Liability Limit	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000
Transportation Insurance Company 6080860053 05/01/2021 to 05/01/2022	Auto Liability	Combined Single Limit	\$1,000,000
Valley Forge Insurance Company 6080860179 05/01/2021 to 05/01/2022	Employers Liability	Bodily Injury by Accident- Each Accident Limit Bodily Injury by Disease - Policy Limit Bodily Injury by Disease - Each Employee Limit	\$1,000,000 \$1,000,000 \$1,000,000

Form No: CNA75501XX (03-2015)

Policy Declarations Page: 2 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 6080860246

Policy Effective Date: 05/01/2021

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**CNA Paramount Excess and Umbrella Liability
Policy Declarations**

Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance
American Casualty Company of Reading, Pennsylvania 6080860263 05/01/2021 to 05/01/2022	Employers Liability	Bodily Injury by Accident- Each Accident Limit Bodily Injury by Disease - Policy Limit Bodily Injury by Disease - Each Employee Limit	\$1,000,000 \$1,000,000 \$1,000,000
Valley Forge Insurance Company 6080860327 05/01/2021 to 05/01/2022	Employee Benefits Liability	Each Employee Limit Aggregate Limit	\$1,000,000 \$2,000,000
Valley Forge Insurance Company 6080860327 05/01/2021 to 05/01/2022	Stop Gap Liability	Bodily Injury by Accident- Each Accident Limit Bodily Injury by Disease - Policy Limit Bodily Injury by Disease - Each Employee Limit	\$1,000,000 \$1,000,000 \$1,000,000

Forms and Endorsements Attached to this Policy
See SCHEDULE OF FORMS AND ENDORSEMENTS

Form No: CNA75501XX (03-2015)

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Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 6080860246

Policy Effective Date: 05/01/2021

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