

CITY OF HAWTHORNE



REQUEST FOR PROPOSALS

FOR

CRENSHAW BLVD IMPROVEMENT PROJECT

(CRENSHAW BLVD & 120TH ST)

DWEEJAL (DJ) TORADO

DEPARTMENT OF PUBLIC WORKS, ENGINEERING DIVISION

4455 WEST 126TH STREET

HAWTHORNE, CA 90250

PROPOSALS DUE ON TUESDAY, MAY 26, 2026 BEFORE 4:00PM PST

**CRENSHAW BLVD IMPROVEMENT PROJECT
(CRENSHAW BLVD & 120TH ST)**

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**CRENSHAW BLVD IMPROVEMENT PROJECT
(CRENSHAW BLVD & 120TH ST)**

PROPOSAL SUBMITTAL INFORMATION

PLACE: CITY OF HAWTHORNE
CITY CLERK'S OFFICE
Attn: Dweejal (DJ) Torado
4455 West 126th Street
Hawthorne, CA 90250

DEADLINE: Before 4:00 P.M. PST

DATE: Tuesday, May 26, 2026

ONE (1) ORIGINAL PLUS TWO (2) ADDITIONAL HARD COPIES AND AN ELECTRONIC COPY IN PDF FORMAT of the proposal must be submitted in a sealed envelope and marked with the Request for Proposal Title: **Crenshaw Blvd Improvement Project (Crenshaw Blvd & 120th St).**

PROPOSALS MAY BE MAILED OR HAND DELIVERED. NO EMAILED OR FAXED PROPOSALS WILL BE ACCEPTED. LATE PROPOSALS WILL NOT BE ACCEPTED.

All responses must include the following components:

- Proposer's Response (Section IV of the document.) In addition to your proposal, you must submit your response on the forms provided. (If additional space is required, please attach additional pages.)
- Proposer's Affidavit (Attachment 1)
- Insurance Requirements (Attachment 2)

Any questions regarding this proposal should be directed to: Dweejal (DJ) Torado, Associate Traffic Engineer via email at dtorado@cityofhawthorne.org. No response shall be given to verbal questions. Written questions are accepted by May 14, 2026, EOB; any questions received after that date will not be accepted. Responses to written questions will be emailed to all proposers receiving the Request for Proposal (RFP) after that date.

**CRENSHAW BLVD IMPROVEMENT PROJECT
(CRENSHAW BLVD & 120TH ST)**

**SECTION I – REQUEST FOR PROPOSAL (RFP) INSTRUCTIONS AND
INFORMATION**

Notice is hereby given that sealed proposals will be received in the City of Hawthorne City Hall, City Clerk’s Office, Attn: Dweejal (DJ) Torado, 4455 West 126th Street, Hawthorne, CA, before 4:00 P.M. PST on Tuesday, May 26, 2026. One (1) original plus two (2) additional copies of each proposal and an electronic copy in PDF format must be submitted in a sealed envelope and clearly marked: **Crenshaw Blvd Improvements Project (Crenshaw Blvd & 120th St)**. *Note: The PDF file must be delivered as an unlocked file.*

Proposal Form:

The proposal must include the form provided in Section IV, with all attachments, enclosed in a sealed envelope, and addressed to City of Hawthorne, City Clerk’s Office, Attn: Dweejal (DJ) Torado, 4455 West 126th Street, Hawthorne, CA 90250. If the proposal is made by an individual, it must be signed by that individual, and must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

Blank spaces in the proposal form must be filled in, using ink, indelible pencil, or typewriter, and the text of the proposal form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal form over the signature of the Proposer.

Reservation:

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments, if any, will be announced by addendum to this RFP. If the revisions require additional time to enable Proposers to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date.

All addenda must be attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be rejected.

The City of Hawthorne reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. The City reserves the right to reject any proposal not accompanied with all data information required.

Once submitted, proposals, including the compositions of the consulting staff, should not be changed without prior written consent.

This Request for Proposal (RFP) does not commit the City to award a contract or to pay any cost incurred in the preparation proposal. All responses to this RFP document become the property of the City of Hawthorne.

Affidavit:

An affidavit form is enclosed. It must be completed signifying that the proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the proposal, that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham proposal or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer. Any proposal submitted without an affidavit or in violation of this requirement will be rejected.

Schedule:

The estimated schedule for this project:

Key Milestone	Schedule
RFP Issued	April 29, 2026
Deadline to Submit Questions	May 14, 2026, EOB
Deadline to Submit Proposals	May 26, 2026, before 4:00PM PST
Notice of Award	June 2026
Tentative Project Start Date	July 2026

Standards for Evaluation of Proposals:

The City staff will use the following priorities in determining which proposal best meets the needs of the City. The City must be the sole determiner of suitability to the City's need.

Proposals will be rated according to their completeness and understanding of the City's needs, based upon the following criteria:

- a. The respondent's general approach to providing the services required under this RFP.
- b. The respondent's experience and to the engagement addressed by this RFP.
- c. The qualifications and experience of the respondent's management, supervisory or other key personnel assigned to the engagement, with emphasis on municipal experience and to the services required by the RFP.
- d. The overall ability of the respondent to mobilize, undertake and successfully complete the scope of work in a timely fashion. This criterion will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the respondent to perform the services required by this RFP; the availability and commitment to the engagement of the respondent's management, supervisory and other staff proposed.

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- e. Cost and fee schedules.
 - f. Other criteria as deemed appropriate by the City.

The City reserves the right to interview any, and all of the respondents submitting a proposal. Although interviews may take place, the proposal should be comprehensive and complete. The City reserves the right to request clarifying information subsequent to submission of the proposal. The City is not liable for any costs incurred by the proposer in preparing the proposal.

General Proposal Terms and Conditions are part of this RFP. Submittal of a proposal by Proposer signifies Proposer understands, and will abide by, these Terms and Conditions.

SECTION II - TECHNICAL REQUIREMENTS

Introduction:

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in the document. Proposers must provide services that meet or exceed the requirements of this RFP. In the event of a dispute over performance, the needs of the City of Hawthorne will govern.

Project Background:

Crenshaw Boulevard serves as a key regional transportation corridor with direct access to Interstate 105. The project area includes complex freeway ramp movements, high traffic volumes, and multimodal conflicts.

The corridor also serves as an important connection between the Dominguez Channel and the LA Metro Crenshaw Rail Station, providing opportunities to enhance first- and last-mile access to transit.

Current conditions present safety challenges for pedestrians and bicyclists and limit safe multimodal connectivity.

The project seeks to:

- Improve pedestrian and bicyclist safety along Crenshaw Boulevard and W. 120th Street
- Improve safety at I-105 ramp terminals
- Enhance bicycle connectivity to regional transit
- Reduce unsafe mid-block pedestrian crossings
- Improve designated crossing locations
- Enhance corridor aesthetics and gateway features
- Provide landscape and hardscape improvements that reinforce City identity

Scope of Work:

The consultant will provide engineering services necessary to develop the project through final Plans, Specifications, and Estimates (PS&E) suitable for construction.

The scope of work is anticipated to include the following tasks.

A. Project Management and Coordination

Project Management

The consultant shall provide overall project management including:

- Project schedule development and maintenance
- Monthly progress reporting
- Invoice preparation
- Coordination with City staff

Project Development Team Meetings

The consultant shall attend and facilitate monthly (or as needed) Project Development Team (PDT) meetings with City staff and stakeholders.

Deliverables include:

- Meeting agendas
- Meeting minutes
- Action item tracking

Agency Coordination

The consultant shall coordinate with agencies including:

- Caltrans District 7
- LA Metro
- Los Angeles County
- City of Inglewood (if necessary)

Coordination activities may include:

- Agency meetings
- Comment resolution
- Design coordination
- Assistance with any permit applications

B. Data Collection and Existing Conditions

Records Research

The consultant shall review available documentation including:

- As-built drawings
- Utility records
- Right-of-way maps
- Existing traffic signal plans
- Previous studies and reports

Survey Review

The consultant shall review the City-provided survey data and confirm adequacy for design.

Field Investigation

The consultant shall conduct field verification to document existing conditions including:

- Drainage features
- Pavement conditions
- ADA compliance issues
- Utility infrastructure
- Traffic signal equipment

Geotechnical Coordination

The consultant shall coordinate with the City's geotechnical consultant for subsurface investigations.

C. Preliminary Engineering (30% Design)

The consultant shall prepare 30% preliminary design plans for review by the City and stakeholders.

Work includes:

- Preliminary roadway geometry
- Typical sections
- Signing and striping concepts
- Traffic signal concepts
- Drainage approach

The consultant shall prepare separate preliminary plan sets for:

- City right-of-way
- Caltrans right-of-way

Deliverables include:

- 30% plan sets
- Opinion of Probable Construction Cost (OPCC)
- Comment response matrix

The consultant shall conduct stakeholder meetings to obtain geometric design approval.

D. Final Design (PS&E)

The consultant shall prepare final construction documents including:

- 75% design plans
- Final design plans
- Technical specifications
- Engineer's estimate

Plans shall include:

- Title sheets
- Typical sections
- Roadway improvement plans
- Signing and striping plans
- Traffic signal plans
- Drainage plans and profiles
- Landscape and hardscape plans
- Retaining wall design (if required)
- Water pollution and erosion control plans
- Any other plans not listed that may be required

Plans shall conform to:

- City of Hawthorne standards
- Caltrans standards
- Standard Specifications for Public Works Construction
- California MUTCD

E. Additional Tasks

If additional tasks or deliverables are warranted, clearly identify them in the proposal. The City reserves the right to modify the scope of work before the contract is awarded.

Proposal Requirements:

The proposal shall clearly address all of the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposed be typed, organized and concise, yet comprehensive. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, defined scope of work, and on completeness and clarity of content.

A. Table of Contents

1. Include a table of contents with identification of each section and page number.

B. Cover Letter

1. Provide a cover letter with a maximum of one (1) page serving as an Executive Summary which shall include an understanding of the scope of services. The RFP shall be transmitted with a cover letter that must be signed by an official authorized to bind the proposer contractually. That letter accompanying the RFP shall also provide the name, title, address and telephone number of individuals with the authority to negotiate and contractually bind the proposer. The cover letter constitutes certification by the proposer, under penalty of perjury, that the proposer complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the proposer may be rejected.
2. Provide an introduction of the service proposal, including a statement of understanding for the types of services contemplated. Provide a discussion on how the objectives of the scope of services will be accomplished. Provide the name of the firm submitting the proposal, its mailing address, telephone number, and the name of the individual to contact if further information is required. Any participating firms and proposed subconsultants shall be identified and included in the proposal (all subconsultants must be approved by the City prior to signing the agreement with the City).

C. Key Project Staff and Qualifications

1. Identify company and staff qualifications and experience in providing and implementing development impact fee studies .
2. Provide a project organization chart highlighting the key staff who will be assigned to prepare the work and any related information for the project manager and key personnel. Include each team member's availability, including all existing committed hours, and the ability of being able to complete the project on time and within budget.
3. Provide a project schedule that includes all tasks, deliverables, milestones, and resources required. Please indicate any lead time that is needed before work can begin on the stud.
4. Provide a description of the firm's approach to communicating effectively with City staff and officials, other jurisdictional stakeholders, and the public, to facilitate successful delivery of assigned tasks.

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5. Any other information which should be considered, such as any special services or customer service philosophy which define your firm's practices.

D. References

Provide a minimum of three (3) references providing similar services being proposed from recent work (previous five years). The City prefers references from local government agencies with similar demographics. For each reference, provide the following information:

- Entity name
- Client contact information (name, title, email and telephone number)
- Scope of work identifying the services provided
- Project dates

E. Cost and Fee Schedule

1. Develop a cost and fee schedule for the services requested.
2. Submit itemized hourly fee schedule for additional services beyond the scope of work.
3. All costs and fees proposed must be provided within a separate sealed envelope.
4. All costs incurred in the preparation of the proposal, or submission of additional information and/or in any other aspect of the proposal prior to award, will be borne by the proposer.

SECTION III - GENERAL PROPOSAL TERMS AND CONDITIONS

Modification or Withdrawal of Submittals - Any proposal received prior to the date and time specified for receipt of proposals may be withdrawn or modified by written request of the Proposer. To be considered, however, the modified proposal must be received by the time and date specified for final submission of proposals.

Property Rights - Prior to award of the contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as noneffective and will be disregarded.

Amendments to Request for Proposals - The City reserves the right to amend the Request for Proposals by addendum prior to the final proposal submittal date.

The Contract - The Proposer to whom the award is made will be required to enter into a written contract with the City of Hawthorne, in the form attached, within eight (8) calendar days after notice of the award has been sent by mail to the proposer at the address given in the proposal. The contract shall remain and continue in effect on an as needed basis unless sooner terminated pursuant to the provisions of the contract.

Contract Assignment - The Proposer shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without prior written consent of the City.

Non-discrimination - In the performance of the terms of this contract, the Proposer agrees that it will not engage in, nor permit such subcontractors as it may employ to engage in, discrimination in employment of person because of age, race, color, sex, national origin or ancestry, or religion of such person(s).

Communications Regarding RFP - If a proposer is in doubt as the true meaning or intent of any part of the Request for Proposals, or discovers discrepancies in, or omissions from, the Request for Proposals, he/she may submit to Dweejal (DJ) Torado, Associate Traffic Engineer, a written request for an interpretation or a correction thereof. Interpretation or corrections of the Request for Proposals shall be made only by addendum duly issued by the Director of Public Works, and a copy of such addendum will be mailed or delivered to each person receiving the Request for Proposals, and such addendum shall be considered a part of, and incorporated in, the Request for Proposals. All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with the City staff are encouraged in order to expedite the submittal process. However, any such oral communication shall not be binding on the City.

Payment Terms - The City's payment terms are thirty (30) days from the receipt of an original invoice and City's acceptance of the quantity and quality of the services being billed.

Ownership of Reports and Data - The originals of all studies, reports, exhibits, documents, data and/or other work/material(s) prepared and/or used to comply with any section/condition of this Request for Proposals plus any copies of same required by the agreement to be furnished to the City, shall be deemed to be public records which shall be open to inspection by the public and, shall become and remain the property of the City.

Non-Exclusive Contract - The City reserve the right to contract with other firms during the contract term.

Insurance - The Proposer shall obtain and maintain at its expense, until completion of performance and acceptance by City, the following insurance placed with an insurer admitted to write insurance in California or a non-admitted insurer on California's List of Eligible Surplus Lines Insurers (LESLI) and having a rating of or equivalent to A: VIII by A.M. Best Company.

Automobile Liability

Automobile Liability (equivalent in coverage scope to ISO form CA 00 01 06 92) in an amount not less than \$2,000,000 combined single limit per accident for bodily injury and property damage covering Auto Symbol 1 (Any Auto). If an automobile is not used in connection with the services provided by the consultant, the consultant should provide you with a written request for a waiver of this requirement.

Worker's Compensation and Employer's Liability

Worker's Compensation as required by the California Labor Code and Employer's Liability in an amount not less than \$2,000,000 per accident to comply with Attachment 2.

REQUIRED INSURANCE DOCUMENTATION

a. Certificate of Insurance

The contractor must provide you with a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder must be the "City of Hawthorne", and the Certificate Holder's address must be the address of your Department.

b. Endorsements

In addition to the Certificate of Insurance, the consultant must provide the following endorsements:

- 1) **Additional Insured endorsement to the general liability policy.** The "City of Hawthorne, its officials, employees, and agents" must be endorsed to the consultant's general liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

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- 2) **Cancellation notice endorsements.** Each policy must be endorsed to provide that the policy shall not be cancelled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the city with thirty (30) days prior written notice of cancellation ten (10) days for cancellation due to nonpayment of premium is acceptable.
 - 3) **Primary and noncontributory coverage endorsements.** The general liability and professional liability policies must be endorsed to provide that each policy shall apply on a primary and noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees, and agents.
 - 4) If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.
 - 5) **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, the Contractor shall provide coverage to reduce or eliminate such self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide evidence satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Non-Commitment of City - This Request for Proposals does not commit the City to award a contract, to pay any costs incurred in the preparation of a Proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposals or the Sample Agreement, attached as Attachment 3, if it is in the best interest of the City to do so.

Public Domain - All products used or developed in the execution of any contract resulting from this Request for Proposals will remain in the public domain at the completion of the contract.

Conflicts of Interest - Proposer agrees to promptly notify City whenever a client or Proposer has an interest in any project referred to Proposer for professional services. In particular, Proposer shall disclose any financial interest or relationship with any construction company that might submit a bid on the resulting construction project. The City may withdraw such project with no compensation due, if the Proposer has a conflicting interest.

Conflict of Interest Disclosure - In accordance with California Government Code Section 87606, the Proposer awarded a contract may be required to file a Conflict of Interest Statement, Form 730. If such a requirement is made, the filing must be no later than 30 days after the execution of the contract, and within 30 days of termination of the contract. Failure to file any required statements will result in withholding payment for services rendered.

Termination – This Agreement may be terminated by City or Consultant at any time upon thirty (30) days written notice. In the event of termination, the Consultant shall be entitled to compensation for services performed to the effective date of termination, provided, however, that City may condition payment of such compensation upon delivery to the City by Consultant of any and all documents and materials prepared pursuant to this Agreement.

Failure to Perform – The City of Hawthorne, upon written notice to the Consultant, may immediately terminate this Service agreement should the Consultant fail to perform properly any of its obligations hereunder. In the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

SECTION IV - PROPOSAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL

In accordance with your "Request for Proposal," the following proposal is submitted to the City of Hawthorne.

Proposal Submitted By:

Name of Company

Address

City / State / Zip Code

Printed Name / Title

Telephone Number / Fax Number

Professional Engineering License #

Form of Business Organization:

Please indicate the following (check one):

Corporation___ Partnership___ Sole Proprietorship___

Other: _____

Business History:

How long have you been in business under your current name and form of business organization?

_____ years

If less than three (3) years and your company was in business under a different name, what was that name?

List any pending or previous litigation over the past five years related to your firm's work:

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information

Name

Title

Telephone Number/Fax Number

Addenda Received:

Please indicate addenda information you have received regarding this proposal:

Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____

_____ No Addenda received regarding this proposal.

Attachment 1

PROPOSER'S AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

_____ being first duly sworn, deposes and says:

1. That he/she is the _____ of _____
(Title of Office) *(Name of Company)*
hereinafter called "Proposer," who has submitted to the City of Hawthorne a proposal for Crenshaw Blvd Improvement Project (Crenshaw Blvd & 120th St).
2. That the proposal is genuine; that all statements of fact in the proposal are true;
3. That the proposal was not made in the interest of behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Hawthorne, or of any other Proposer, or anyone else interested in the proposed contract;
5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Hawthorne. Or of any other Proposer or of anyone else interested in the proposed contract;
6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or materialman, which is not processed through that proposal depository; or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;
7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Hawthorne, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.
8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated the ____ day of _____, 20____.

(Proposer's Signature)

(Title)

Attachment 2

INSURANCE REQUIREMENTS

Insurance Requirements:

Below you will find the City of Hawthorne's Insurance Requirements:

1) Commercial General Liability

Commercial General Liability (equivalent in coverage scope to Insurance Services office, Inc. (ISO) form CG 00 01 11 85 or 11 88) an amount not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. Such insurance shall include products and completed operations liability, independent contractor's liability, broad from contractual liability, and cross liability protection. The "City of Hawthorne, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. (ISO forms CG20 10 11 85 of CG 20 26 1185.

2) Automobile Liability

Automobile Liability (equivalent in coverage scope to ISO form CA 00 01 06 92) in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage covering Auto Symbol 1 (Any Auto). If an automobile is not used in connection with the services provided by the contractor or consultant, the contractor or consultant should provide a written request for waiver of this requirement.

3) Workers' Compensation and Employer's Liability

Workers' Compensation as required by the California Labor Code and Employer's Liability in an amount not less than \$1,000,000 per accident.

SPECIAL INSURANCE REQUIREMENTS:

1. City of Hawthorne named as additional insured.
2. 30-day non-equivocal clause stating the insurance will not be cancelled or materially changed prior to written notification to the City Clerk of the City of Hawthorne.
3. Strike the equivocal line of your cancellation clause which reads "... endeavor to ..." and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company."

ENDORSEMENT:

Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall:

1. Include the City of Hawthorne as an additional insured covering all operations of the insured or contractors and subcontractors or anyone acting on their behalf under the contract with the City for work in or about the said City, whether liability is attributable

to the insured or the City. (To include the elected officials, appointed officials, and employees.)

2. Not be cancelled or changed, except by written notice to the City Clerk and City Attorney of the City of Hawthorne at least thirty (30) days prior to the date of such cancellation.
3. No exclusion relating to the risks of underground hazard, collapse, or explosion shall act to the limit the benefits of coverage, as they shall apply to the City of Hawthorne as provided in this endorsement.
4. The insurance afforded the City, Boards, Officers, Agents and Employees shall be primary insurance and not contributing with any other insurance of the City.

If you should have any questions, please contact Public Works at 310-349-2980.

Attachment 3

SAMPLE AGREEMENT

CITY OF HAWTHORNE
AGREEMENT FOR CRENSHAW BLVD IMPROVEMENT PROJECT
(CRENSHAW BLVD & 120TH ST)

THIS AGREEMENT is made and effective as of XXX __, 2026 between the City of Hawthorne, a municipal corporation ("City") and _____ ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on XXXX __, 2026, and shall remain and continue in effect on an as needed basis unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

The Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full as part of its services. The Consultant may be asked to provide additional services if necessary during the term of this Agreement.

3. **PERFORMANCE**

The Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. The Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of the Consultant hereunder in meeting its obligations under this Agreement.

4. **PAYMENT**

(a) The City agrees to pay the Consultant in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on services indicated in Exhibit A of this Agreement unless additional payment is approved as provided in this Agreement.

(b) The Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Director of Public Works/City Engineer. The Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the Director of Public Works/City Engineer and at the time the City's written authorization is given to the Servicer Provider for the performance of said services.

(c) The Consultant will submit invoices for actual services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to the Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

5. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to the Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City.

6. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that the Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating the Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the Director of Public Works/City Engineer or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to 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.

7. **OWNERSHIP OF DOCUMENTS**

(a) The Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. The Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. The Consultant shall

provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of 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 (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant.

8. **INDEMNIFICATION**

When the law establishes a professional standard of care for Consultant Services, to the fullest extent permitted by law, The Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of the Consultant, its officers, agents, employees or sub Consultant (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

9. **INSURANCE**

A) The Consultant shall maintain in-force: Professional Liability Insurance. The Consultant shall maintain in-force; Professional Liability Insurance (and/or Errors & Omissions Insurance) with minimum limits of liability of \$1,000,000 combined single limit coverage against an injury, death, loss or damages because of wrongful or negligent acts or omissions by the named insured.

B) The Consultant shall maintain in-force Workers’ Compensation and Employer’s Liability Insurance as required by the California Labor Code. Evidence of coverage shall take the form of a Certificate of Insurance or a California Certificate to Self-Insure. Acceptable minimum limits for this coverage are: Workers’ Compensation; Statutory in California; Employer’s Liability: \$1,000,000.

C) Certificates of Insurance. The Consultant shall furnish to Customer evidence of any insurance required by this Agreement. A Certificate of Insurance from an insurer admitted to do business in the State of California will be provided, indicating that the respective policy(s) meets the following requirements: (1) The City, its officers, and employees shall be named as additional insured on the General Liability Insurance; (2) Insurance shall not be canceled or terminated without 30 days written notice; (3) General Liability shall be primary and any insurance held by City for its own protection shall be excess and shall be effective only upon exhaustion of the Consultant’s insurance; (4) Insurance shall be maintained for the duration of the Agreement, including any period extended beyond the expiration date of this Agreement required to complete performance as stipulated in this Agreement and all amendments thereto.

10. **INDEPENDENT CONSULTANT**

(a) The Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of the Consultant shall at all times be under the Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of the Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. The Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. The City Provider shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to the Consultant in connection with the performance of this Agreement. Except for the fees paid to the Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to the Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to the Consultant for injury or sickness arising out of performing services hereunder.

11. **LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

12. **UNDUE INFLUENCE**

The Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Hawthorne in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Hawthorne will receive compensation, directly or indirectly, from the Consultant, or from any officer, employee or agent of the Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

13. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

14. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by the Consultant in performance of this Agreement shall be considered confidential and shall not be released by the Consultant without City's prior written authorization. The Consultant, its officers, employees, agents, or sub Consultants, shall not without written authorization from the City Manager or unless requested 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 the Consultant gives City notice of such court order or subpoena.

(b) The Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub Consultants 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 person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent the Consultant and/or be present at any deposition, hearing, or similar proceeding. The Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by the Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City because of the personal nature of the services to be rendered pursuant to this Agreement.

16. **LICENSES**

At all times during the term of this Agreement, the Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

17. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Hawthorne.

18. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of the Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind the Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF HAWTHORNE:

Consultant:

AKBAR FAROKHI
Director of Public Works
City of Hawthorne

By: _____

Title:

APPROVED AS TO FORM:

DAVID CACERES
City Attorney
City of Hawthorne