

ATTACHMENT A
DESIGN SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated December 1, 2018 (“Effective Date”) and is between the City of Manhattan Beach, a California municipal corporation (“City”) and B&J HBK, Inc., a California corporation (“Consultant”). City and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party”.

RECITALS

City issued Request for Proposals No. 1189-19 on October 23, 2018 titled “Professional Design Services for Fiber to the Premises Pilot Network Project.”

A. Consultant submitted a proposal dated November 12, 2018 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.

The Parties therefore agree as follows:

1. Consultant’s Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the “Services”) for designing a turnkey Fiber-to-the-Premises network in a pilot neighborhood in Manhattan Beach, 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 Eric Bergstrom, Sr. Vice President (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.

Approved for Use 07/27/18

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services in conformance with the project timeline set forth in **Exhibit A.**”

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

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through December 31, 2019, 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 A.** In no event shall Consultant be paid more than \$263,272 (the “Maximum Compensation”).

B. Expenses. City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit A.** In no event shall reimbursable expenses collectively exceed the total sum of \$28,440.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant’s performance of those services or incurrence of additional expenses. Any

additional services or expenses authorized by the City Council or the City Representative shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the Parties. 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.

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, contractors 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)(2).

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, contractors 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, contractors 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 \$1,000,000.00 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 \$300,000.00 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. 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:

If to City:

Attn: Stephanie Katsouleas
City of Manhattan Beach
3621 Bell Ave.
Manhattan Beach, California 90266
Telephone: 310-802-5303
Email: skatsouleas@citymb.info

If to Consultant:

Eric Bergstrom
B&J HBK, Inc
700 S. Flower Street, Ste. 1800
Los Angeles, CA 90017
312-432-0076
ebergstrom@hbkengeering.com

With a courtesy copy to:

Quinn M. Barrow, City Attorney
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5061
Email: qbarrow@rwglaw.com

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. Exhibit A constitutes 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:

B&J HBK, Inc.
a California Corporation

By: _____

Name: Bruce Moe
Title: City Manager

By: _____

Name: _____
Title: _____

ATTEST:

By: _____

Name: _____
Title: _____

By: _____

Name: Liza Tamura
Title: City Clerk

**PROOF OF AUTHORITY TO BIND CONTRACTING
PARTY REQUIRED**

APPROVED AS TO FORM:

By: _____

Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO CONTENT:

By: _____

Name: Steve Charelian
Title: Interim Finance Director

**EXHIBIT A
SCOPE OF SERVICES &
APPROVED FEE SCHEDULE**

EXHIBIT B
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.

8. Contractor shall comply with and be bound by the provisions of Labor Code 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.

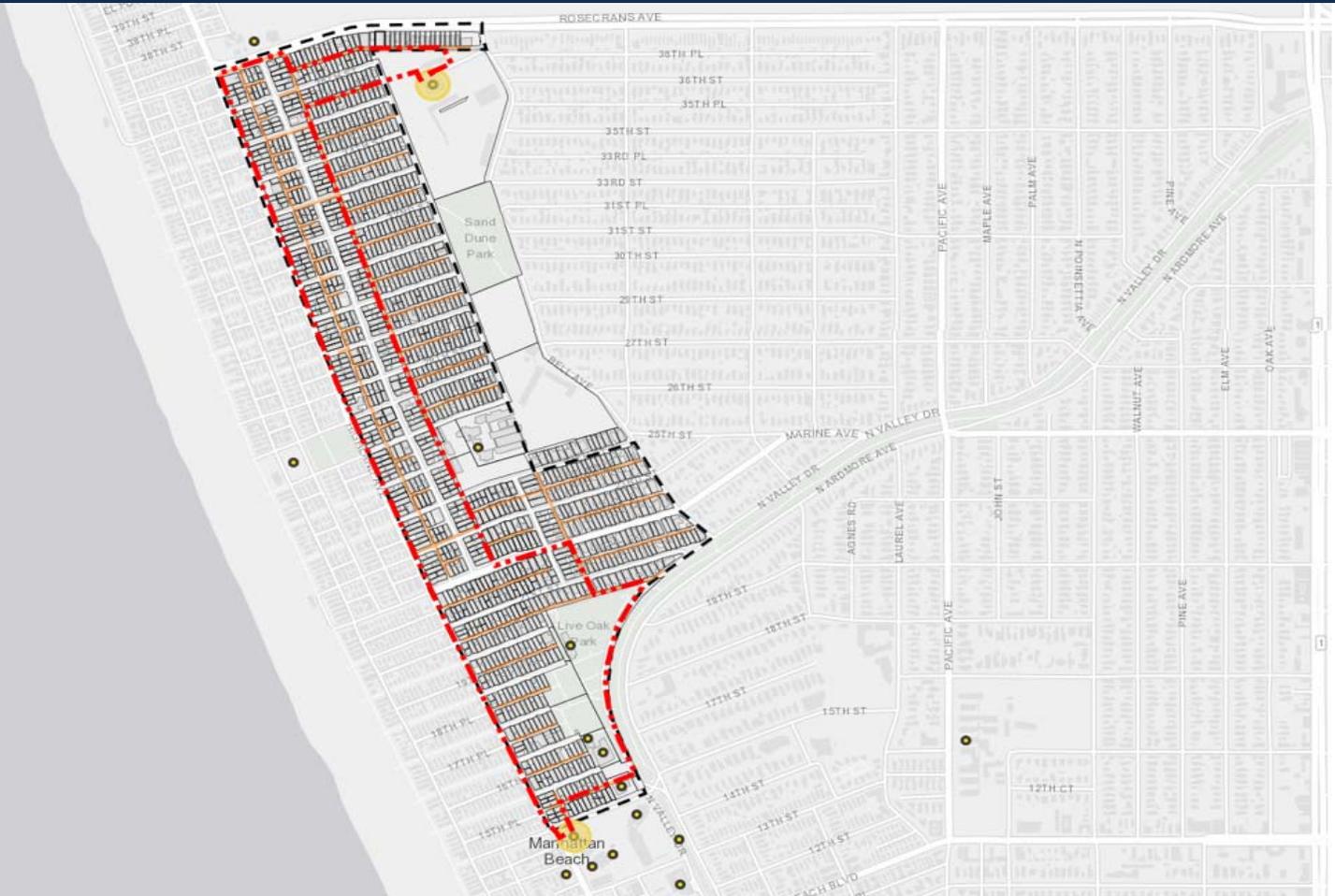
10. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor 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.



B&J HBK, Inc.

**PROPOSAL FOR PROFESSIONAL DESIGN SERVICES FOR FIBER TO THE PREMISES (FTTP) PILOT NETWORK PROJECT
(Manhattan Beach Fiber Proposal, RFP No. 1189-19)**

Prepared for the City of Manhattan Beach Public Works Department
November 12, 2018



November 12, 2018

Stephanie Katsouleas, P. E.
Director of Public Works
City of Manhattan Beach
3621 Bell Avenue,
Manhattan Beach, CA 90266

Ms. Katsouleas,

Thank you for allowing B&J HBK, Inc the opportunity to provide this proposal for Manhattan Beach's Pilot Project for a proposed Fiber to the Premises network. We have reviewed the RFP and project area closely and believe we have assembled a team that brings optimal experience and scale in both the areas of civil construction and telecommunications design to advise the City of Manhattan Beach on the planning of an FTTP Network and development a design that is cost effective, constructible and future-ready.

We are confident that few other consultants can match our level of preparedness or qualifications to perform this project on behalf of Manhattan Beach. In terms of expertise in communications infrastructure design, the resources capable of performing the work and the skillsets specific to the design itself, we truly believe that B&J HBK can provide Manhattan Beach the most efficient and comprehensive project delivery available. This is especially critical given the accelerated project schedule and considering the overall schedule of approving next steps towards undertaking a Citywide Plan.

To compliment our utility / communications infrastructure design experience, B&J HBK, Inc. has teamed with our affiliate HBK, and longtime partner, Mox Networks, who bring vast experience in enterprise level communications network deployment. Our team has been assembled to respond to the major component of this Pilot Project which by our estimation is the balance of proper and cost-effective network infrastructure construction methodology and scalable network capacity in terms of both physical fiber and bandwidth.

Thank you again for this opportunity. We are very excited about the potential for performing this work for the City of Manhattan Beach. If you have any questions or need further information or clarification about this proposal, please do not hesitate to contact me. Our team is prepared to discuss over email, phone or in person to discuss the details further.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Eric Bergstrom'.

Eric Bergstrom
Sr. Vice President/ HBK
Phone: 312-432-0076
Email: ebergstrom@hbkengineering.com

B&J HBK, INC. | 700 S. FLOWER ST. STE. 1800 LA, CA 90017 | 3300 IRVINE AVE, NEWPORT BEACH, CA 92660



CALIFORNIA, COLORADO, FLORIDA, ILLINOIS, INDIANA, IOWA, MARYLAND, PENNSYLVANIA, TEXAS



BJSCE.COM / HBKENGINEERING.COM



B&J HBK, INC. PROPOSAL FOR THE CITY OF MANHATTAN BEACH: PROFESSIONAL DESIGN SERVICES FOR FIBER TO THE PREMISES (FTTP) PILOT NETWORK PROJECT, RFP No. 1189-19

TABLE OF CONTENTS

- 1) EXECUTIVE SUMMARY
- 2) PROJECT UNDERSTANDING
- 3) PROJECT APPROACH
- 4) STAFFING PLAN
- 5) ESTIMATE HOURS RATES AND SCHEDULE
- 6) TEAM EXPERIENCE
- 7) PROFESSIONAL SERVICES AGREEMENT COMMENTS
- 8) PROPOSAL CERTIFICATION AND NON-COLLUSION AFFIDAVIT



1. EXECUTIVE SUMMARY

The B&J HBK Team:

To meet the objectives of the proposed Pilot Project in providing a constructible design that serves as a fully implementable proof of concept for a viable Fiber-To-The-Premises network, our team has been assembled to combine expertise in subsurface utility engineering, communications infrastructure design and fiber optic network design, implementation and construction.

B&J HBK, Inc (B&J HBK) is a California based Professional Engineering Firm with offices in Los Angeles and Newport Beach. In January of 2018, HBK Engineering, LLC acquired Brandow and Johnston, a firm that has provided structural, civil, seismic, and forensic engineering to private and public- sector clients in Southern California since 1945. Brandow and Johnston designed the first over-the-height building allowed by ordinance after World War II, the first all welded structural steel office building, the city's first major high rise and Wilshire Grand; the tallest building to be built west of the Mississippi in two decades.

B&J HBK's affiliate, HBK brings over two decades of intensive utility and communications infrastructure design in major urban areas, having designed hundreds of miles of underground conduit and manhole systems for AT&T, Verizon, CenturyLink, Comcast, Level3, Crown Castle as well as municipalities and government agencies. In addition to communications infrastructure design, HBK works as a full-service utility design firm, providing large scale infrastructure design for power and gas utilities, such as Exelon, Duke Energy and We Energies as well as municipal and private water management utilities. This unique understanding of the underground utility environment allows B&J HBK to provide constructible and cost-effective designs, minimizing the potential for project delays and damage to adjacent utility infrastructure.

Quality:

B&J HBK has been involved in hundreds of large-scale utility design build projects and understands the need for precision and quality control in our designs. Our personnel have spent their careers in the field working alongside of construction crews executing our designs and have further developed their methods and procedures based on feedback gained from field observations. Through this experience, and with our intense focus on the accurate depiction of the subsurface environment, B&J HBK is widely seen as the gold standard in subsurface utility engineering.

Fiber Optic Infrastructure Design:

Specific to communications design, the B&J HBK team has designed infrastructure supporting point to point fiber connections, physically diverse fiber rings, and fiber to the home infrastructure. Our team has performed hundreds of miles of underground conduit system design, overhead attachment and strand design and fiber optic cable design, including fiber tree and splice diagram development. Our wired design projects take cost of installation versus desired system parameters into account, with a focus on coordinating proposed installations with other current or planned adjacent utility work to reduce cost and disruption to the public / Public Right of Way.

Wireless Infrastructure Design:

In addition to our wired communications design experience, the B&J HBK team has designed over 10,000 Distributed Antenna System (DAS) nodes on municipally owned streetlight poles, utility owned poles and dedicated wireless antenna poles for companies such as Verizon, AT&T, Crown Castle, Extenet and Wide Open West. Our team has also designed hundreds of pole mounted surveillance and security infrastructure installations for Homeland Security funded initiatives for clients such as IBM and Motorola Solutions. Our wireless projects involve complex designs that require a unique combination of structural, civil and electrical engineering expertise to perform necessary structural evaluations and power and communications connections.

Network Design and Implementation:

B&J HBK affiliate HBK has partnered with Mox Networks on several communications design projects from the midwest to southern California over the years, our companies successfully combining our respective skillsets to deliver scalable turn-key project delivery to our clients. Mox Networks is a custom, private fiber optic and network development company based in Culver City, California. In keeping with the highly customized nature of the facilities and services Mox delivers and the rapid pace of communications technology development; there are no standard products or services within the Mox portfolio of offerings.

B&J HBK, INC. | 700 S. FLOWER ST. STE. 1800 LA, CA 90017 | 3300 IRVINE AVE, NEWPORT BEACH, CA 92660



CALIFORNIA, COLORADO, FLORIDA, ILLINOIS, INDIANA, IOWA, MARYLAND, PENNSYLVANIA, TEXAS



BJSCE.COM / HBKENGINEERING.COM



Mox Networks has developed, deployed and currently supports numerous networks for some of the most data intensive enterprises in the world. Mox customers include Network Operators, Content and Social Networks, Healthcare Providers, Financial Services and Municipalities. Each network product that Mox develops and supports, has been deployed in close consultation with the client in order to meet certain objectives and constraints. Mox approaches each network development project as customized solution and collaborates with the client to successfully meet the tasks, objectives, resource requirements and arrangements necessary to successfully implement and support the network.

Work Force and Key Personnel:

B&J HBK and its affiliates represent a combined 430 employees made up of Professional Civil, Structural and Electrical Engineers, Project Managers, Field Technicians, CAD and GIS Designers, Surveyors and Utility Locators. Our team will leverage our strength of bench to develop a project plan that meets the aggressive schedule requirements of the RFP. Having carefully reviewed the requirements of the RFP, we are confident that we can provide the field and design forces necessary to perform the required tasks within the desired timeframes.

To lead our team and guide the Pilot Project from inception to completion, the B&J HBK Team will provide Key personnel to act as Project Leads and interfaces to the City of Manhattan Beach's project owners. Eric Bergstrom (HBK) will act as Principal for the Project, coordinating the overall plan of execution for the project. Eric brings over 20 years of industry experience managing the design and construction of residential and commercial fiber optic networks in dense urban areas. Ed Melo, PE, (B&J HBK) will act as the Project Manager for the project and provide the day to day management of project activity. Ed has over 8 years of experience and is B&J HBK's Lead Civil engineer working out of B&J's Los Angeles office. Jason Misicka (Mox) has over ten years of communications industry experience and is responsible for relationships and consulting with Mox Public Sector and Research & Education customers. Jason will act as the main point of contact for Mox and will coordinate overall network design activity.

The B&J HBK Team and the Manhattan Beach FTTP Pilot Project:

In the FTTP Pilot Program for Manhattan Beach, we see a Civil Engineering and Networks Architecture exercise that requires coordination to insure a fiber plant is designed, engineered, budgeted and ultimately constructed in a way that will best leverage your Capital requirements and will support your service delivery goals today, but also for the next twenty years and beyond. What is most important to take away from this detail is that we take very seriously the complexities and responsibilities of managing a municipal network investment in whatever structure the network becomes, and in whatever role B&J HBK and Mox Networks are involved to successfully meet your objectives.

The B&J HBK team is responding to your RFP as we are interested in the vision laid out in your RFP and we appreciate the approach you have taken in your investment to date and believe that we are best equipped to provide a substantial Pilot Project outcome within the accelerated timeline. Should we be chosen for short-list consideration, we commit to bringing the resources necessary to successfully manage the development of the relationship and the completion of the tasks in the evaluation timeframe identified in your RFP request. Likewise, should the B&J HBK team be awarded the project, we commit to bringing the resources necessary to successfully plan and execute the required design tasks and provide Manhattan Beach a dataset and consultation to assist in informing future decisions regarding network deployment.

We sincerely appreciate your consideration and look forward to jointly reviewing, evaluating, educating and determining options for implementing and supporting your vision.

The B&J HBK Team.





2. PROJECT UNDERSTANDING

Our team has reviewed the project area and required tasks in relation to the proposed Fiber to the Premise network as proposed in the RFP document. We have assembled our team around the skillsets required to successfully deliver an optimal and cost effective FTTP Network for Manhattan Beach. The B&J HBK Team is made up of Network Architects and Engineers who will work in tandem with experienced Utility and Communications Infrastructure Engineers and Designers to provide a turnkey solution for the City of Manhattan Beach's FTTP Pilot Project.

Our team has decades of experience architecting and engineering local access networks, metro optical networks, and long-haul optical networks. We have extensive experience evaluating and selecting telecom equipment: optical and packet switching (Ethernet). We have direct experience operating networks and understand the intricacies of designing networks that are reliable and can be maintained over the long term.

Our design philosophy is to architect a network that will support more than just GigE to the premise and one that will not require complex forklift upgrades to move to the next tier of service or offer multiple rates of service concurrently. We will work with you to develop a network that can seamlessly support 1G, 10G, 100G, and beyond to the premise. We will educate on designs that both rely and do not rely on off premise active concentrator nodes to deliver service to the premise. Because of our extensive experience operating and owning networks we understand how critical it is to have a solid interconnect strategy: one that has diverse pathways to major colocation/data centers.

Our Team has years of experience (a) detailing and preparing material and equipment specifications, (b) designing telecom power and environmental systems, (c) designing inside plant spaces and equipment shelters, and (d) architecting and management of fiber infrastructure.

The B&J HBK Team understands that micro-trenching via use of a slot-cut trench is the most desired underground construction method versus trenching and boring. In our opinion, this then translates to the need for a very thorough understanding and depiction of where existing utilities are present. B&J HBK has performed thousands of underground utility installation designs ranging from fiber optic cable and conduit to power transmission conduit packages and large diameter water and high-pressure gas mains. Using this proposed method of construction, we stress the importance of diligence in understanding not only the location of existing utilities but in also collecting a highly accurate record of the fiber optic conduits installed for this FTTP network. While trenching and directional boring techniques are a costlier method of installation, they generally allow for a more standard depth of cover over installed facilities than will be achievable via the use of micro-trenching. This is due to the fact that the saw used to create the slot-cut trench in the micro-trenching process must travel above the elevation of existing utilities (if known) and likely with a factor of safety. This can leave the micro-trench installed facility at a shallow depth and more susceptible to damage resulting from adjacent utility work and/or roadway repairs.

Available Resources and Adherence to Project Schedule

As illustrated within the proposed project schedule, shown in Part 5, the B&J HBK Team has sufficient resources to perform project tasks and complete the required deliverables within the timeframe as stated in the RFP. Moreover, our team has the capability of increasing the required resources if circumstances arise within the project that demand it, and if it does not create inefficiencies to do so.





3. PROJECT APPROACH

We have geared our project approach to the needs of the program within the compressed timeframe in which this project will occur. While our initial activities will involve data gathering and planning, our field crews will also begin field data collection within days of the project NTP to allow adequate time to prepare detailed underground installation designs.

COMMITMENT TO SAFETY

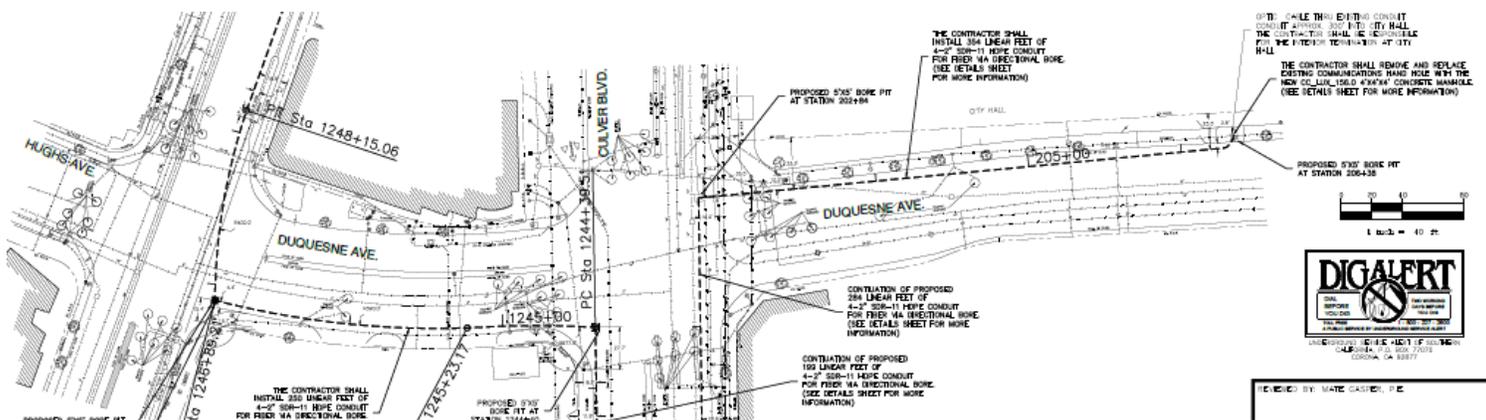
Safety is B&J HBK's first priority and our professional engineers, designers and field personnel are trained to work safely in the toughest of environments. Whether in busy streets, rural areas, energized substations, railroad right-of-ways, mechanical spaces, manholes or underground tunnels, our staff has been trained to identify the potential hazards of the job site and put the protective measures in place necessary to complete the job safely. The first step in any project involving field is the generation of a project specific Safe Work Plan.

The Safe Work Plan will document specific hazards of the project, procedures for daily job hazard analysis and twice-daily safety brief review, required PPE, nearest emergency facilities and incident escalation contact tree and reporting procedures.

COMMITMENT TO QUALITY

To assist our personnel in the performance of their duties, the B&J HBK Team has developed and documented our QA/QC procedures. We have developed and implemented a Quality Management System (QMS) in order to document the quality assurance / quality control practices to better satisfy the requirements and expectations of our Clients and improve the overall quality of services of the company. The Manual describes the QMS and delineates authorities, inter-relationships and responsibilities of the personnel responsible for performing within the system. The Manual also provides procedures or references for activities comprising the QMS to foster compliance to the necessary requirements of the manual. This manual is used internally to guide our employees through the various requirements that must be met and maintained in order to maintain Client satisfaction, quality engineering services, continuous improvement via the QMS and provide the necessary instructions that create a skilled work force. This manual is used externally to introduce our QMS to its Clients and other external organizations or individuals. The manual is used to familiarize them with the controls that have been implemented and to assure them that the quality and integrity of our work is maintained and focused on Client satisfaction and continuous improvement.

Specific to underground design, The B&J HBK Team prides itself on its commitment to quality and in delivering the highest level of accuracy in our underground depictions that is achievable. Our quality commitment extends beyond the way our designs look on paper. We measure the quality of our designs by how they positively impact the safety of an installation, how they contribute to utility damage prevention and project cost and delay reduction. While we cannot see below the pavement, and while utility atlases are at times, incomplete, outdated or simply do not exist, our team uses our knowledge and experience to assist in identifying the unknowns and uncovering potential unforeseen conditions.



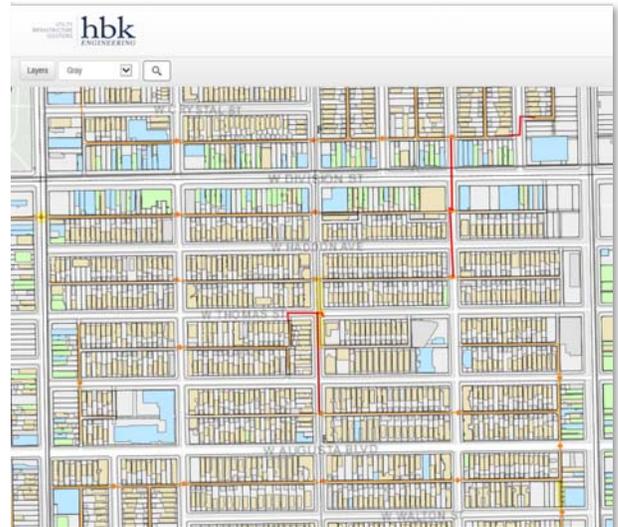
B&J HBK, INC. | 700 S. FLOWER ST. STE. 1800 LA, CA 90017 | 3300 IRVINE AVE, NEWPORT BEACH, CA 92660

Project Task Descriptions

Task 1.0 Reconnaissance

The B&J HBK Team will perform several phases of activity within Task 1.0 Reconnaissance. In this phase, our team will initiate our team kickoff and field preparation, work with the City to identify existing available data and to vet our initial proposed Network Design Approach.

Our team relies heavily on GIS as a planning tool to analyze geographical areas, to store data collected during the discovery phases of the project and to track status of design activities. This is especially useful in a fiber to the home or premise type build where there are thousands of individual components to keep track of. Our team will use GIS as a major component in developing our routing and communication of our proposed network design prior to detailed design activity.



Project Execution Plan (est. duration 2 days):

Upon Notice to Proceed, the B&J HBK Team will come together to develop a Project Execution Plan based on the latest known information (ie; criteria, requirements and information received from City, ie; utility atlas data availability, existing fiber infrastructure data). The Project Execution Plan will address the following steps:

- 1) Overall B&J HBK Team schedule communication and project kick-off
- 2) Set expectations for project timelines, goals and deliverables
- 3) Communicate project budgets, hours and billing codes to team members
- 4) Field Data Collection Crew Preparation
 - a) Safe Work Plan Generation
 - b) City of Manhattan Beach Communication plan for field crews
 - c) Scope area and data collection requirements
 - d) California State Plane Base Station Data for control

FTTP Network Planning (est. duration 10 days):

The Network design team will perform planning of the network to determine overall architecture and the equipment used to achieve the desired performance of the network. This phase of the project is estimate at a duration of ten days and will occur concurrent with field data collection. In the phase, the Principal, Project Manager and Network Architects and Engineers will assemble to determine the technical aspects of the network including:

- 1) Overall Network Architecture
- 2) Discovery of existing City of Manhattan Beach data
 - a. Fiber Facilities
 - b. Existing utility data
 - c. Soils Data (if available)
 - d. Other project plans and data (if available)
 - e. Planned Construction / Capital improvement program information for coordination
- 3) Physically Diverse Fiber Ring Routing / extent of diverse network components
 - a. Discovery of existing City fiber facilities / connections
 - b. Communicate existing infrastructure for field investigation
 - c. Determine outside data connections (ie; El Segundo / One Wilshire)



- 4) Network performance specifications and corresponding equipment components
 - a. Hubsite electronics and equipment
 - b. Required Hubsite space and mechanical / power requirements
 - c. Schedule Hubsite walkdowns (City Hall and Public Works) and determine walk attendees
- 5) Distribution network components identification and architecture planning
 - a. Handhole / manhole / vault / pedestal selection and sizing
 - b. Conduit type and sizing
 - c. Local Convergence Point design
 - d. Network Access Point type selection and network placement scheme
 - e. Distribution Cable type (ie; preconnectorized, etc).
- 6) Distribution Network design philosophy
 - a. Distance to homes / business for future lateral drops
 - b. Areas of exclusion for initial construction (if any)
 - c. Construction methodology and approach
- 7) Vetting of Network Plan / Proposed Architecture with City
 - a. Seek acceptance of Fiber and Equipment /Overall Network Performance Specification from City
 - b. Seek acceptance of Outside Plant elements such as handholes, vaults or pedestals from City
 - c. Assist in the generation of Public Outreach Exhibits if required

Hubsite walkdowns (est. duration 2 days):

Members of the project team (Project Engineer and Network Architect) will perform a physical field visit of both proposed Hubs (City Hall and Public Works) to collect data and confirm design assumptions regarding use of equipment, available space, power availability and mechanical/environmental conditions. Based on existing conditions (ie; if no available pathway exists), the project engineer will take adequate measurements, collect building prints to design a penetration / entrance to each building and path to designated POP space.

Field Crew Data Collection (est duration 12 Days / 3 2-person crews):

Using total station equipment and working on California State Plane coordinates, B&J HBK field data collection crews, experienced in Public Right of Way utility data collection, will perform field data collection for all proposed routes within the Pilot Project area. Each crew will move at the pace of approximately one mile per week and will represent minimal disruption to the public. Each crew will wear full / clean PPE (Hard hat, Reflective Vests, Safety glasses and steel toe boots). Hard hats and vest will have clearly labeled company logos. Upon direction of the Project Team, the field crews will also access and inventory existing City of Manhattan Beach infrastructure, provided that authorization to do so has been given and that the facilities do not require a confined space entry set-up for entry (ie; large underground structure). In the event such structure is encountered, B&J HBK can arrange to have a confined space entry crew to support the entry if required by the project. The B&J HBK Team field data collection crews will capture visible surface appurtenances and markers to support the accurate depiction of underground utilities in the Public Right of Way, including, but not limited to:

- manhole, handhole, vault and valve covers
- visible trench lines, roadway settlement indicators
- pipe markers, hydrants, pedestals and connection points
- utility poles (and risers)
- locate marks, badges or flags
- any indication of a utility service within the PROW
- sidewalk, curbs and medians
- driveway aprons
- planters, signage, bollards and street furniture
- landscaping elements
- building corners (from PROW)

(note: field data collection is PROW only, no accessing of private property will occur unless specifically requested by the City of Manhattan Beach):





Task 2.0 Preliminary Design

At Task 2.0, the B&J HBK Team is prepared to present draft options to the City for overall Network Design and fiber pathway routing. Our team has selected equipment and OSP components to meet the desired performance specification. The B&J HBK team will revise assumptions and design based on City feedback.

FTTP Network Criteria Development (est. duration 5 days):

Upon acceptance of proposed network architecture, equipment and design scheme, the B&J HBK Project Management team will draft an accepted Design Criteria / Standards document to standardize and memorialize elements of the design. This document will serve as the overall design guideline for the network as the Pilot Project, and any potential subsequent areas, are designed and constructed. The design criteria will clearly detail the equipment specs for outside plant and hub installations, provide a design standard for the development of FTTP Network design drawings. Note that the design criteria will be assembled in accordance with the City of Manhattan Beach Design Specifications, use of title blocks and declarations. This document can also serve as a checklist for the B&J HBK team that all proposed Network elements and design approaches have been reviewed and approved for use by City of Manhattan Beach Stakeholders.

Basemap Development (est duration 12 Days / 3 designers):

Using the data captured by field data collection crews in concert with City of Manhattan Beach provided utility atlases, B&J HBK designers will develop underground utility base maps of the designated project pathways. As required, designers will reach out to the City, or directly to the utility in question for further information if there are indicators that data is missing. Each segment of developed base map will undergo peer review for completeness and readiness for application of civil design. Each basemap will be developed using a consistent scale and standard.

B&J HBK designers will use utility atlas information provided by others in conjunction with our field reconnaissance to develop our base maps. The Client recognizes that it is impossible for B&J HBK to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling the information provided by others. The approximate depth of existing facilities will be shown only when depth information is provided within available records/atlasses. Utility composite drawings developed from this Scope Item shall meet quality Level C as defined within the "American Society of Civil Engineers' Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data".

Task 3.00 Design Development

Using data collected from the field and a Design Criteria accepted by the City of Manhattan Beach, detailed design of the civil and network components of the Pilot Project begin. The Team understands that the Design Criteria may continue to evolve throughout the course of the project.

Hubsite Equipment / Connection Design (est. duration 5 days):

Post Hub walkdowns, the Project Engineer will work with the Network Architect to develop rack and raceway drawings for the designated Hub POP space. The drawing will depict proposed rack and equipment placement and power and communication cable connections. If a new pathway to the outside plant connection is required, the Project Engineer will develop a design for the placement of a building penetration and conduit pathway at a point both acceptable to the facility owner and optimal for outside plant connectivity.



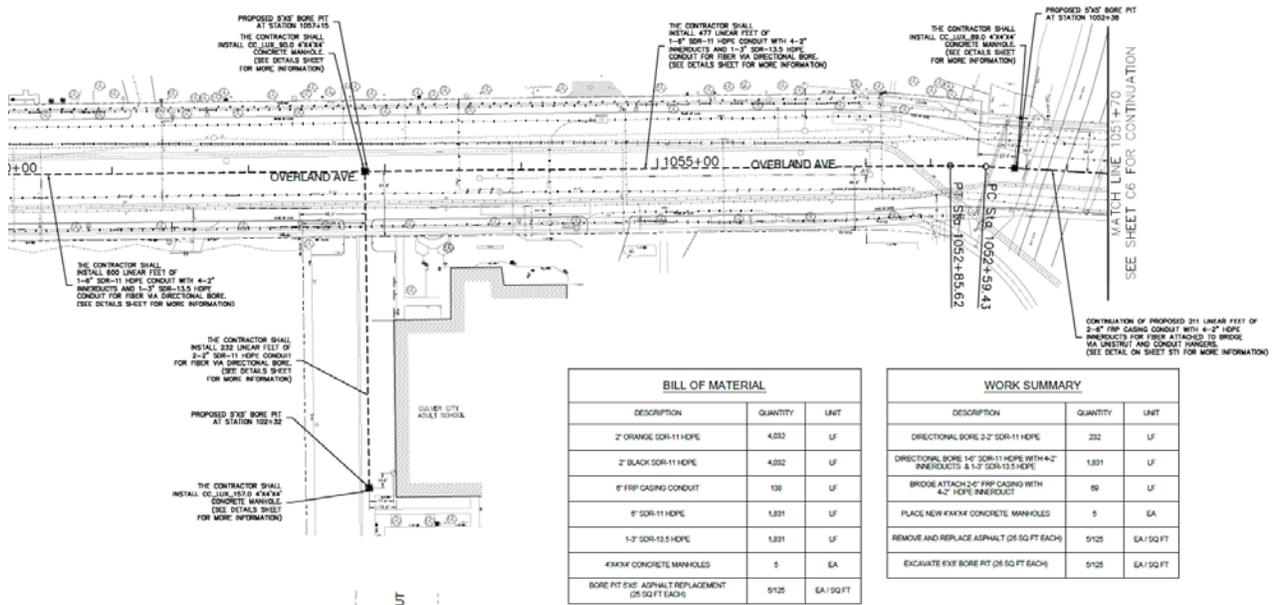


FTTP Civil Design (est duration 10 Days)

Drawing on the developed Network Design Criteria, B&J HBK Project Engineers will develop the civil design onto the base map selecting the optimal alignment for the proposed facilities. Drawings will include below-grade utilities and facilities that may interfere with the construction and installation of the new underground conduit systems in plan view format. Drawings shall also include duct package elevations and configurations, manhole locations and overall plans, proposed penetration locations in existing manholes, limits of excavation, general notes, project details. The civil design must take many elements into consideration, including:

- 1) pathway for desired construction methodology (micro-trenching, trench, bore)
- 2) pathways that minimize expensive restoration or avoidable public impact
- 3) proximity to adjacent underground and above-ground infrastructure
- 4) placement of structures for cable access, cable splices, LCP's or NAPs
- 5) overall future safety / reliability of the proposed installation (ie; proper cover)
- 6) traffic impacts

The FTTP Civil design will depict the proposed installation, clear call-outs for construction activities, material quantities, restoration details and traffic control plans if required. Each Civil design will be reviewed, signed and sealed by a Professional Engineer licensed in the State of California.



FTTP Fiber Design (est duration 10 Days)

In conjunction with the FTTP Civil Design and in accordance with project Design Criteria, B&J HBK Project Engineers will develop a fiber design package, including a fiber cable pull plan indicating cable sizes and placement, pull points, slack and splice locations, LCP and NAP locations. The fiber design package will also include termination panel and splice diagrams for each designated termination and splice point within the network.



Task 4.0 Construction Documentation

Post comment review cycles and with all comments incorporated and upon final City acceptance, all project design drawings are finalized and prepared as Issue For Construction plan sets.

Preliminary Construction Estimate Development (est duration 5 Days)

Leveraging the expertise of the B&J HBK Team's Mox Networks OSP Construction and Engineering Consultant, our team will develop a preliminary construction cost estimate for the proposed Pilot Project Network for review with City of Manhattan Beach Stakeholders.

Task 5.0 Meetings and Reporting

The B&J HBK Team shall, as required, provide support to, and attend meetings with the City; City's consultants; City's contractors to discuss specific requirements of the City and various public and private agencies. The B&J HBK Team shall provide assistance to the City for the coordination with various public and private agencies for installation of proposed infrastructure. It is understood that biweekly update meetings will be held, although based on the short timeframe of the Pilot Project schedule, more frequent update meetings may be required.

Task 6.0 Minimum Final Deliverables

The B&J HBK Team understands that 4 sets of Project drawings and specifications for the network buildout will be required at each comment cycle and that the completed and Issued for Construction Sets of Project drawings and specifications for the network buildout and the Preliminary Construction Cost Estimate and Budget represent the turnover deliverables for the project.

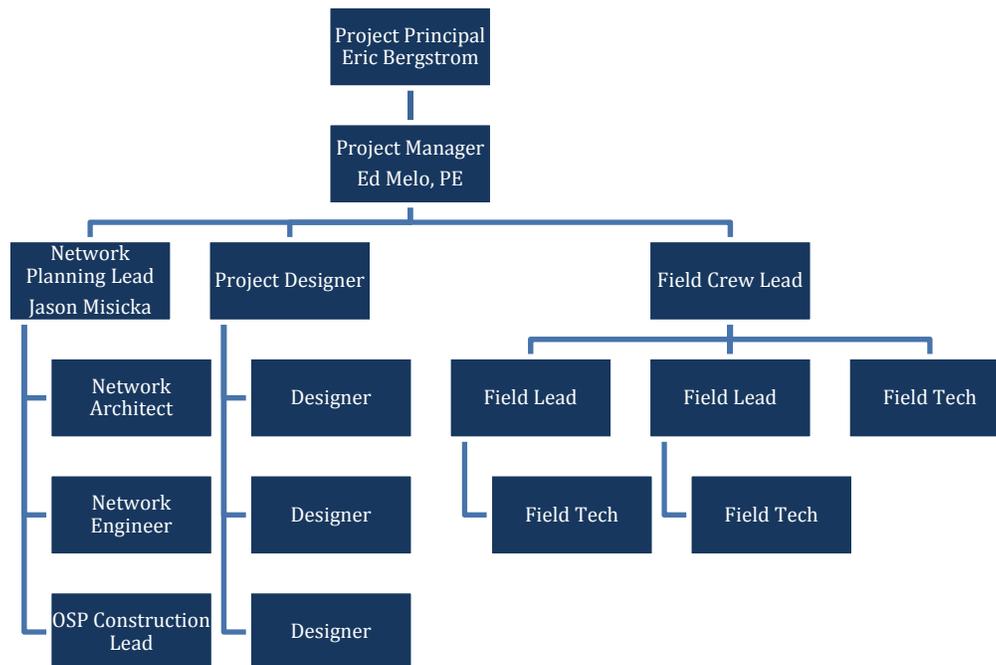




4. STAFFING PLAN

The B&J HBK Team is composed of B&J HBK Inc, personnel from its affiliate, HBK Engineering, and Mox Networks. Our team composition is designed to combine the experience and design input of network design and implementation specialists, fiber optic outside plant design and construction project managers and utility infrastructure focused civil engineering resources. Each key member of the team has been selected for their individual background in the subject area and the valuable contribution that they will make to the B&J HBK Team towards furthering the City of Manhattan Beach's vision.

Project Organization Chart:



Key Project Personnel and Positions (Resumes can be made available upon request):

Project Principal: Eric Bergstrom (HBK Engineering, LLC)

Eric Bergstrom has managed the design and construction of communications networks and power transmission infrastructure for over twenty years in dense urban environments. Currently acting as Sr. Vice President / Director of Operations for HBK Engineering, LLC, Eric has designed and managed the design of civil and fiber optic infrastructure and has managed large utility infrastructure construction projects, ranging from hybrid-fiber-coax-to-the-home networks and high voltage underground power transmission installations. Eric currently leads multiple design teams, including Verizon Wireless and wired design teams and a team performing the design of a 44,000-unit fiber-to-the-home project in Chicago, IL. Eric will be made available to the project for a minimum of 50% of his time as is required. Eric brings a wealth of experience in the design of fiber optic networks and construction and the coordination and management of large, complex infrastructure design projects.

Project Manager: Ed Melo, PE (B&J HBK, Inc.)

Ed Melo is a registered civil engineer in the State of California and has over 8 years of experience in civil engineering design and CAD production. He has worked on a variety of higher education, residential, educational facilities, commercial, housing, mixed-use developments, and public works projects. His role as Director of Civil Engineering is to develop high-quality and cost-efficient design solutions related to site development. His experience in the design of site grading, utilities, and the implementation of stormwater best management practices, in addition to his continual interface with various jurisdictional agencies provide for an expeditious plan



review and approval process. Mr. Melo is adept in AutoDesk Civil 3-D and Revit CAD Software. Ed is currently managing new lateral design projects for Culver City's fiber ring connections.

Network Planning Lead: Jason Misicka (Mox Networks)

Jason has been with MOX Networks for five years. In his over ten years of industry experience, Jason held national enterprise and government sales positions at Telecom and Technology Integrator service providers: Qwest Communications, Presidio Networked Solutions, & Sidera Networks. At MOX Networks, Jason is responsible for relationships and consulting with our Public Sector and Research & Education customers. Additionally, he manages customers in: Healthcare, Content/Social Media, Gaming and Network Service Provider networks. He is the primary consultant overseeing the development, installation and marketing of Culver Connect in the City of Culver City, California whereas he has led the team that designed, planned, permitted, and project managed the installation of Culver Connect and is contracted to provide Operations Services and Business Development.

Network Architect: (Mox Networks)

Vice President of Planning & Engineering for MOX Networks responsible for the architecture and design of MOX's facilities and transport network. Prior to joining MOX Networks, he ran the Sidera Technology Lab and was head of Network Architecture & Design for Sidera Networks. He also held management positions in network and field operations while at Sidera Networks. A Veteran of the USAF and a graduate of Northeastern University, he began his career working with microwave radio transmission; upon being honorably discharged, he worked for MCI as a TSO Field Engineer.

Network Engineering: (Mox Networks)

Vice President of Sales Engineering with MOX Networks for 5 years. 20 years of Network Planning, Engineering and Sales Engineering experience working within the engineering and provisioning groups at telecommunications Service Providers like MCI/Worldcom, OnFiber, Zayo, Windstream, Qwest and Citynet. He holds a B.S.E.E. in Electrical Engineering from The University of Tulsa.

OSP Construction and Engineering Consultant: (Mox Networks)

Program Manager at MOX Networks with over 40 years of telecommunications engineering, construction, operations and maintenance experience. Over 20 years of owning and operating an international underground construction company that constructed more than 4000 Wireless sites including DAS and Small Cell locations in the US and Canada. More than 10 years of experience engineering, constructing and maintaining Micro Trench Networks in Vancouver, BC; Toronto, ON; Providence, RI; Metro Boston, MA; and Las Vegas, NV with more than 30 miles of total micro trench networks. The longest contiguous micro trench being 5 miles in the Las Vegas strip. Performed Initial demonstration and research in cooperation with Ditch Witch US on rock wheel and other MINI Trenching trials for rapid deployment of Metro Last Mile Networks and FTTH proposals. Constructed more than 400 miles of FTTH networks in Chicago, IL; Ft Wayne, Indiana; and Milwaukee, WI; on trial basis for Verizon and AT&T. 3 years of experience in Southern California building a metro network of more than 27 miles on time and under budget. Abundant experience in managing large scale projects to stringent time lines and budgets.





5. ESTIMATED HOURS, RATES AND SCHEDULE

Proposed Project Fee Schedule

Task 1.0 Reconnaissance	QTY	POSITION	RATE	TOTAL
Project Execution Plan Development	8	PRIN	\$143.00	\$1,144.00
	8	PM	\$130.00	\$1,040.00
	8	NLead	\$150.00	\$1,200.00
FTTP Network Planning	60	PRIN	\$143.00	\$8,580.00
	80	PM	\$130.00	\$10,400.00
	80	NLead	\$150.00	\$12,000.00
	80	NArch	\$150.00	\$12,000.00
	80	NEng	\$150.00	\$12,000.00
	80	CLead	\$150.00	\$12,000.00
Hubsite Walkdowns	8	NEng	\$150.00	\$1,200.00
	8	PD	\$102.00	\$816.00
Field Crew Data Collection	288	FL	\$105.00	\$30,240.00
	288	FT	\$68.00	\$19,584.00
Task 2.0 Preliminary Design				
FTTP Network Criteria Development	16	PRIN	\$143.00	\$2,288.00
	40	PM	\$130.00	\$5,200.00
	16	NLead	\$150.00	\$2,400.00
Utility Base Map Development	288	D	\$87.00	\$25,056.00
	40	SREng	\$126.00	\$5,040.00
Task 3.00 Design Development				
Hubsite Equipment / Connection Design	40	PD	\$102.00	\$4,080.00
	8	NArch	\$150.00	\$1,200.00
	24	NEng	\$150.00	\$3,600.00
FTTP Civil Design	80	PD	\$102.00	\$8,160.00
	40	PM	\$130.00	\$5,200.00
FTTP Fiber Design	80	PD	\$102.00	\$8,160.00
	24	PRIN	\$143.00	\$3,432.00
Task 4.0 Construction Documentation				
Preliminary Construction Estimate Development	24	PRIN	\$143.00	\$3,432.00
	40	CLead	\$150.00	\$6,000.00
Task 5.0 Meetings and Reporting				
Project Management	40	PRIN	\$143.00	\$5,720.00
	80	PM	\$130.00	\$10,400.00
	24	NLead	\$150.00	\$3,600.00
Project Update and Coordination Meetings	20	PRIN	\$143.00	\$2,860.00
	20	PM	\$130.00	\$2,600.00
	20	NLead	\$150.00	\$3,000.00
	8	CLead	\$150.00	\$1,200.00
Estimated Expenses				
Travel Allowance	1	est travel/per diem	\$28,440.00	\$28,440.00

TOTAL ESTIMATED NOT-TO-EXCEED FEE

\$263,272.00

B&J HBK, INC. | 700 S. FLOWER ST. STE. 1800 LA, CA 90017 | 3300 IRVINE AVE, NEWPORT BEACH, CA 92660



CALIFORNIA, COLORADO, FLORIDA, ILLINOIS, INDIANA, IOWA, MARYLAND, PENNSYLVANIA, TEXAS



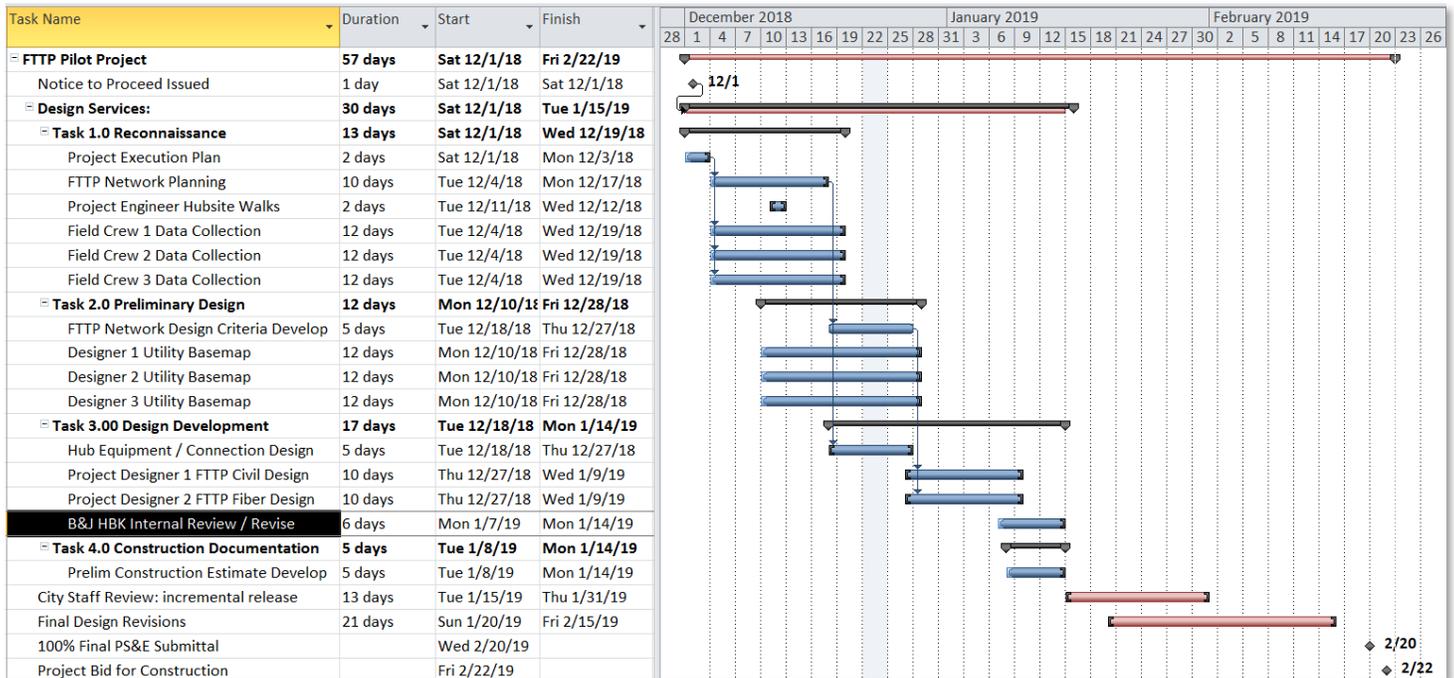
BJSCE.COM / HBKENGINEERING.COM



Rate Table

Principal / Program Manager	PRIN	\$ 143.00
Project Manager	PM	\$ 135.00
Networking Lead	NLead	\$ 150.00
Network Architect	NArch	\$ 150.00
Network Engineer	NEng	\$ 150.00
Construction Lead	CLead	\$ 150.00
Professional Engineer	SREng	\$ 126.00
Project Designer	PD	\$ 102.00
Designer	D	\$ 87.00
Field Lead	FL	\$ 105.00
Field Tech	FT	\$ 68.00

Proposed Project Schedule (based on 12/1/18 Notice to Proceed)



6. TEAM EXPERIENCE

Project: Culver City Fiber Optic Network Design and Construction

Client: City of Culver City

Mox Networks, Brierley and Associates and HBK Engineering, LLC

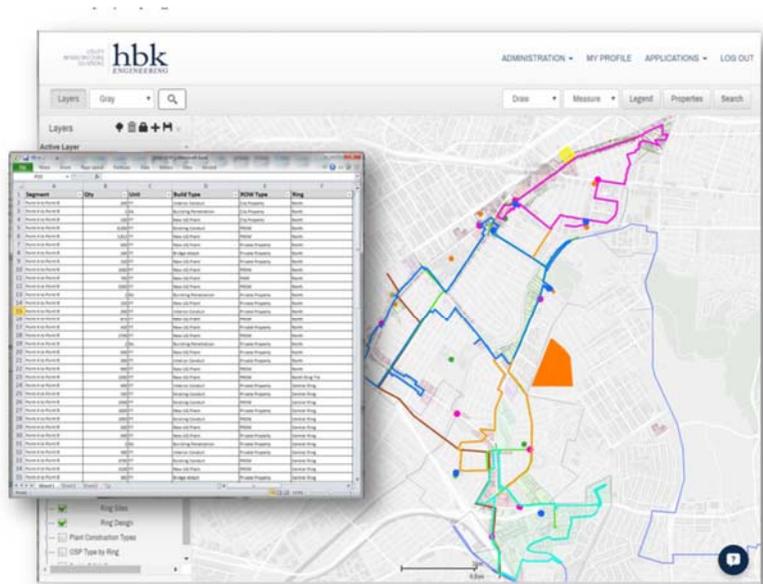
Duration: 2015 – 2016

Reference: Michele Williams - Chief Information Officer - (310) 253-5950

Project Description: B&J HBK Team members, Mox Networks and HBK Engineering, LLC participated in the planning, design and construction of Culver City's municipally owned and operated Fiber Optic network. Mox Networks performed as the project Prime / GC, planning and constructing the network. Working under Brierley and Associates, HBK Engineering, LLC performed investigation of existing Culver City Assets, fiber ring planning and design of new underground infrastructure to accommodate the network.

Throughout the course of the project, the team:

- Performed initial discovery of existing City assets
 - Researched existing municipal assets
 - Mapped in detail conduit and fiber assets used for municipal network
 - Proofed existing conduit
 - Made-ready conduits for additional fiber
- Designed a dark fiber backbone based on the City's desired economic development plan and existing municipal assets
 - Created a 21 mile, three (3) ring design, providing redundancy and diversity throughout
 - Leveraging GIS, located the backbone fiber adjacent to nearly all commercial zoned areas
 - Optimized economical utilization of existing municipal assets
 - Designed diverse fiber entry to major IP hubs and transport equipment providing ingress and egress options directly to/from the major IP hubs in the Los Angeles regional area directly to Culver City
- Developed a detailed project budget and maintained on-budget, on-time performance throughout construction
- Coordinated with City Administration and Executive Staff to effectively communicate project goals and milestones to City Council
- Engineered the network and worked with the City to review/amend drawings and secure permitting
- Developed an RFP for the selection of the construction contractor
- Administrated RFP, provided and reviewed with City Administration staff the response documentation
- Procured construction materials at a cost savings to the City
- Managed the selected contractor relationship throughout the construction phase
 - Project management in the field (for example, ensuring that sidewalk and street repairs were conducted timely and with minimal aesthetic impact)
 - Reviewed contractor invoicing
 - Administered change orders as necessary, with a goal of maintaining the City's budget
- Business Development:





Project: Chicago Lakefront 432 Count Fiber Backbone and Camera Network
Client: City of Chicago Office of Emergency Management and Communication
Team: HBK Engineering, LLC
Duration: 2011-2013
Reference: Ruben Madrigal - Chief Information Officer – (312) 746-9373

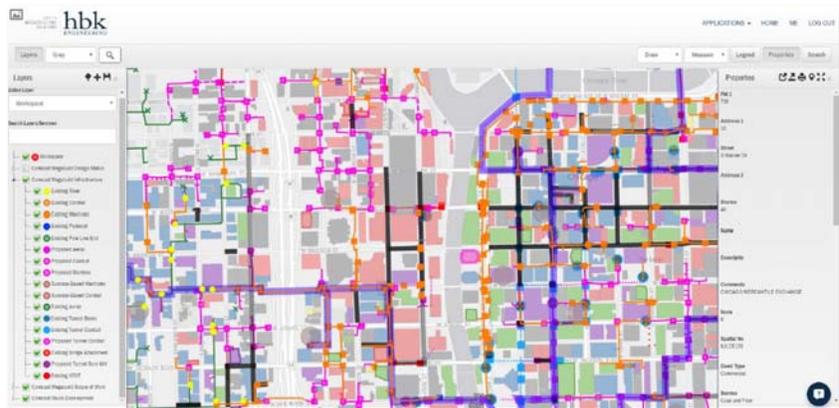
Project Description: HBK Engineering performed fiber optic backbone route investigation, planning and development for a 432 count fiber backbone, with laterals feeding over 120 cameras mounted on City lightpoles along the City of Chicago’s Lakefront. The investigation and planning involved the investigation of existing City assets that could be used in lieu of installation new conduit, and least cost and public impact pathways for new conduit construction. The contract value for this project was \$310,000.00 and HBK successfully performed within this budget, engaging only a single \$21,000.00 change order for additional requested camera connections that occurred after the initial scope was put into place. During this project, HBK performed:

- High level fiber optic route planning and backbone design
- Investigation and inventory of City handholes, vaults, manholes
- Design of 6 miles of underground conduit installed via trench and directional bore
- Design of 432 Count fiber optic backbone, and multiple 36, 72 and 96 count laterals
- Detailed fiber optic installation pulling plans and fiber trees
- Fiber Splice diagrams and Port Termination tables for Hubsite FTP connections

Project: Megabuild Chicago Central Business District Fiber Design Build
Client: Comcast
Team: HBK Engineering, LLC
Duration: 2015-2016
Reference: Bob Cole – Director of Construction – (847) 789-0655

Project Description: By partnering and collaborating with Comcast and a contractor of choice, HBK played a vital role in the planning, mapping, design, and execution of a system build out that aimed to connect to hundreds of building and over 70 miles of infrastructure investigation and new route design that best exploited existing infrastructure and least-cost construction methods. HBK utilized all known methodologies of running fiber optic cable that suited customer protection and system reliability, e.g. utilidors, leased duct, trolley tunnels, freight tunnels, bridge attachments, aerial attachments, and conventional surficial conduit and manhole systems.

HBK’s approach was simple – start in the field, memorialize findings, and create a planning tool (below) for the owner’s review, tracking, and feedback. Rather than focusing on the civil design of hundreds of small trenches from buildings, HBK took a holistic approach and planned conduit routes that maximized existing plant and plotted efficient routes. The result of these routes made every building accessible in the future with minimal to no disruption to the public right of way.





7. PROFESSIONAL SERVICES AGREEMENT COMMENTS

B&J HBK has no comments on the provided Professional Services Agreement.

8. PROPOSAL CERTIFICATION AND NON-COLLUSION AFFIDAVIT

See following pages.

**ATTACHMENT C
Non-Collusion Affidavit**

The undersigned declares states and certifies that:

1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Manhattan Beach or of anyone interested in the proposed contract.
5. All statements contained in the Proposal and related documents are true.
6. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. I have not entered into any arrangement or agreement with any City of Manhattan Beach public officer in connection with this proposal.
8. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.



Signature of Authorized Representative

Jim Pearson, S.E.
Name of Authorized Representative

President
Title of Authorized Representative

This executed form must be submitted with Scope of Work proposal.

ATTACHMENT D
Certification of Proposal

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP) **NO. 1189-19**.

1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.

2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.

3) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.

4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.

5) The proposal response includes all of the commentary, figures and data required by the Request for Proposal

6) The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer: B&J HBK Inc.

By: 
(Authorized Signature)

Type Name: Jim Pearson, S.E.

Title: President

Date: 11/09/18

This executed form must be submitted with Scope of Work proposal.