

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is by and between the City of Manhattan Beach, a California municipal corporation (“City”) and SGD Enterprises dba Four Seasons Landscaping, a California corporation (“Contractor”). City and Contractor are sometimes referred to herein as the “Parties”, and individually as a “Party”. The date City Council approves this Agreement shall be the date this Agreement is effective (“Effective Date”). Contractor’s license number is 662720, C27 and C-61 / D49. Contractor’s DIR registration number 1000594916.

### RECITALS

A. City issued Request for Proposals No. 1343-26 on November 13, 2025, titled “Irrigation Central Control Installation”. Contractor submitted a proposal dated December 16, 2025, in response to the RFP.

B. Contractor 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 Contractor as an independent contractor and Contractor 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. Contractor’s Services.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services (the “Services”) for replacement, installation and activation of 21 Smart Irrigation Controllers, attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes to the scope or cost of work must be in writing and mutually agreed upon by the Parties.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City’s Public Works Director, or authorized representative (the “City Representative”). For the purposes of this Agreement, the Contractor Representative shall be Ethan Darrison, Vice President (the “Contractor Representative”). The Contractor Representative shall directly manage Contractor’s Services under this Agreement. Contractor shall not change the Contractor Representative without City’s prior written consent.

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

D. Standard of Performance. Contractor 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. Contractor 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 Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

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

G. Permits and Licenses. Contractor 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.

**2. Term of Agreement.** The term of this Agreement shall be from the Effective Date through May 19, 2029, unless sooner terminated as provided in Section 12 of this Agreement or extended. The City's Public Works Director or the City's authorized representative may extend the time of performance in writing for two additional one-year terms, or such other term not to exceed two years from the date of termination, pursuant to the same terms and conditions of this Agreement. If not renewed prior to the termination date, this Agreement may continue on a month-to-month basis under the same terms and conditions for a maximum period not to exceed six months or until renewed, terminated or awarded to a new contractor, whichever is less.

### **3. Compensation.**

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Contractor a total amount not to exceed \$288,000 (the "Maximum Compensation"), as set forth in the Approved Fee Schedule attached hereto as Exhibit B. In addition, a contingency amount of \$37,000 is available for post-installation and unforeseen services, subject to prior written approval by the City's Public Works Director or authorized representative. In no event shall the total compensation paid to Contractor exceed \$325,000 for the initial three-year term of this Agreement.

B. Unauthorized Services and Unanticipated 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 Contractor Representative authorize such services in writing prior to Contractor's performance of those services or incurrence of additional expenses. Any additional services authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. At the request of the Contractor, the City Council may, in writing, reimburse Contractor for an unanticipated expense at its actual cost. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

#### **4. Method of Payment.**

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis to [invoices@manhattanbeach.gov](mailto:invoices@manhattanbeach.gov), 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 Contractor 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 Contractor. Notwithstanding the preceding sentence, if Contractor is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

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

**5. Independent contractor.** Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor 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. Contractor covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, 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. A response to a subpoena or court order shall not be considered "voluntary," provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, 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 Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. 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 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 Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, 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 Contractor's permission. Contractor 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 Contractor.

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

**7. Conflicts of Interest.** Contractor affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services contemplated by this Agreement. Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor'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, Contractor may perform similar Services for other clients, but Contractor 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 Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section into any subcontract that Contractor executes in connection with the performance of this Agreement.

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

A. Indemnities.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify 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, expenses, 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 "Liabilities"), 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 Contractor, its officers, agents, servants, employees, subcontractors, materialmen, Contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities 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. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor 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.

3) Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws.

4) City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

5) Contractor 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 Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in 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 Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, Contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and 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. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

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

D. Survival of Terms. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

## **9. Insurance.**

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

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

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor 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 Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor 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 Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor 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, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor 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, Contractor 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 Contractor 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 Contractor'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 Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor 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. Contractor

may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor 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. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

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

K. Subcontractor Insurance Requirements. Contractor 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 Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

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

**11. Records and Inspections.** Contractor shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relates 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. Contractor 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 Contractor at least five calendar days before the termination is to be effective. Contractor 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. Contractor 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 Contractor, City shall pay Contractor based on the percentage of work

satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

**13. Force Majeure.** Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor 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, judicial orders, enemy or hostile governmental action, fire or other casualty, or other causes beyond Contractor’s reasonable control and not due to any act by Contractor.

**14. Default.**

A. Contractor’s failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor 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 Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Contractor with written notice of the default. Contractor 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 Contractor 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 Contractor’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:

Joseph DeFrancesco, Interim Public Works Director  
City of Manhattan Beach  
3621 Bell Avenue  
Manhattan Beach, California 90266

If to Contractor:

Ethan Darrison, Vice President  
SGD Enterprises dba Four Seasons Landscaping  
14937 Delano Street  
Van Nuys, California 91411  
(818) 922-4046  
darrison@sgdent.com

With a courtesy copy to:

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

**16. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Contractor 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. Contractor 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.** Contractor 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 Contractor 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 Contractor 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 Contractor for anything done, furnished or relating to Contractor'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 Contractor, 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 Contractor, its employees, subcontractors and agents.

**21. Corrections.** In addition to the above indemnification obligations, Contractor shall correct, at its expense, all errors in the work which may be disclosed during City's review of Contractor's report or plans. Should Contractor 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 Contractor. 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 Contractor under this Agreement up to the amount of the cost of correction.

**22. Non-Appropriation of Funds.** Payments to be made to Contractor 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 Contractor's services beyond the current fiscal year, this Agreement shall cover payment for Contractor'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.** Pursuant to Public Contract Code Section 6109 and California Business and Professions Code Section 7028.15, Contractor shall be licensed as required by the Contractors' State License Board of the State to perform the work. Pursuant to Public Contract Code Section 3300 and at all times during the term of this Contract, Contractor shall possess a Class C27, Landscaping and C-61 / D49, Tree Service California contractor's license.

**24. Prevailing Wages and Payment Bond.** This Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works", Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in Exhibit C attached hereto. In addition, Contractor, and any Subcontractors, if any, shall obtain and submit a signed and notarized copy to City of a payment bond in an amount that is not less than 100% of the Maximum Compensation. The required Payment Bond (Labor and Materials) form is attached hereto as Exhibit D.

**25. Registration with the Department of Industrial Relations**

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the

requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].

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

**27. 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.

**28. 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.

**29. 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.

**30. 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.

**31. Business Days.** "Business days" means days Manhattan Beach City Hall is open for business.

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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

Contractor:

SGD Enterprises dba Four Seasons  
Landscaping,  
a California corporation

By: \_\_\_\_\_

Name: Talyn Mirzakhian  
Title: City Manager  
Date:

DocuSigned by:  
*Eytan Darrison*  
By: \_\_\_\_\_  
C752F3F42975425...

Name: Eytan Darrison  
Title: Chief Financial Officer  
Date: 4/30/2026

ATTEST:

By: \_\_\_\_\_

Name: Liza Tamura  
Title: City Clerk  
Date:

DocuSigned by:  
*Ariel Darrison*  
By: \_\_\_\_\_  
ADADE6E8AEFA0428

Name: Ariel Darrison  
Title: Secretary  
Date: 4/30/2026

APPROVED AS TO FORM:

By: \_\_\_\_\_

Name: Quinn M. Barrow  
Title: City Attorney  
Date:

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

APPROVED AS TO FISCAL IMPACT:

By: \_\_\_\_\_

Name: Libby Bretthauer  
Title: Finance Director  
Date:

APPROVED AS TO CONTENT:

By: \_\_\_\_\_

Name: Joseph DeFrancesco  
Title: Interim Public Works Director  
Date:

## **EXHIBIT A SCOPE OF SERVICES**

Contractor shall provide all labor, materials, tools, equipment, and technology for the installation of 21 irrigation controllers throughout multiple City parks and streetscapes. Contractor shall retrofit the City's existing irrigation system and migrate to a cloud based Smart Controller Irrigation System.

Contractor shall be responsible for furnishing the following items under this Contract, including but not limited to:

**1. Pre-Installation:** Includes all planning, coordination, assessment and preparatory activities required to ensure smooth, compliant installation and to eliminate downstream risk to the City.

1.1 Coordinate with Authorized Irrigation Distributor to create and configure cloud platform user accounts for all pertinent City staff and contractors.

1.2 Provide mobilization of all pre-construction planning, coordination, assessment and preparatory activities required to ensure compliant installation and eliminate downstream risk to the City.

1.3 Conduct joint site reviews with City staff to assess the condition of:

- a. Existing controller and controller enclosure integrity
- b. 120 VAC electrical supply condition and compliance considerations
- c. Conduit/junction boxes and wiring accessibility
- d. Existing field wiring condition, labeling status, and slack availability

1.4 Provide a punch list of items to be repaired by City staff or by Contractor (if authorized) prior to installation start. Punch list will include, but is not limited to:

- a. 120 Volts Alternating Current (VAC) electrical deficiencies Ground Fault Circuit Interrupter (GFCI) needs, loose conductors, corroded fittings, failed breakers, unsafe splices)
- b. Enclosure deficiencies (door seals, hinges/locks, rust, missing knockouts, water intrusion, inadequate mounting surfaces)

1.5 Development of site sequencing and installation schedule.

**2. Installation:** Includes all field labor, materials, equipment and supervisor required to replace and activate 21 smart irrigation controllers while maintaining active watering.

2.1 Maintain active watering of the irrigation system at all times during the project by using a controlled “swap-over” approach and temporary programming continuity measures.

2.2 Label all existing irrigation wires in the existing controller with current station number.

2.3 Record and preserve existing irrigation controller programming, existing program(s) and existing runtime(s), for later use.

2.4 Remove and properly dispose of existing irrigation controller and existing irrigation equipment.

2.5 Clean and seal/waterproof existing controller enclosures.

2.6 Furnish and install new smart irrigation controller assembly into existing controller enclosure, include:

- a. Backboard mount
- b. GFCI outlet and on/off switch
- c. Controller modularity and station expansion modules as required per location station counts

2.7 Ground controller per manufacturer specifications.

2.8 Wire new smart irrigation controller assembly to existing electrical in existing controller enclosure. Electrical wires and connections to be in flexible conduit and junction boxes.

2.9 Terminate all irrigation field wires into controller terminals per prior labeling; install wire extensions with approved 600 VAC waterproof direct-bury connectors where wires are too short; ensure minimum six (6”) inch slack at terminals.

2.10 Install cellular antenna on the exterior of the existing irrigation controller enclosure where applicable and City approved.

2.11 Install rain sensor in a City-approved location and confirm integration/sharing capability where required.

2.12 Coordinate with Authorized Irrigation Distributor to activate each controller.

2.13 Provide initial controller programming consistent with the Manufacturer’s “Programming” page, including but not limited to:

- a. Controller naming/parameters
- b. Master valve parameters

- c. Flow sensing parameters (where sensors are present or enabled)
- d. Mainline flow/leak flow thresholds
- e. Recreation of existing programs and runtimes (and City-directed enhancements where appropriate)

2.14 Ensure on-site functional testing and verification.

2.15 Provide field supervision, quality control and safety compliance.

### **3. Post-Installation: Warranty and Closeout**

#### 3.1 Closeout

- a. Provide Authorized Irrigation Distributor certificate of completion in accordance with manufacturer's specifications for warranty.
- b. Includes all closeout, verification, documentation and City handoff activities required to deliver a fully operational and supportable system.

#### 3.2 Warranty

- a. 10-year hardware warranty
- b. 10-year cloud-based control service warranty
- c. 10-year LTE cellular connectivity

### **4. Additional Services**

- a. Automatic carrier switching (AT&T, Verizon, T-Mobile)
- b. Generational cellular communication upgrades
- c. Ongoing software updates and platform access
- d. Mobile application access for iOS and Android
- e. Manufacturer and distributor support service

## 5. Site Inventory Acknowledgement

No.	Location	Quantity of Stations
1	27 <sup>TH</sup> & Pacific	42
2	Veterans Memorial	18
3	CCU	36
4	15 <sup>th</sup> & Valley	24
5	Fitness & Ardmore	42
6	8 <sup>th</sup> & Valley	24
7	2 <sup>nd</sup> & Ardmore	36
8	Polliwog Controller 1	24
9	Polliwog Controller 2	24
10	Polliwog Controller 3,	24
11	Polliwog Controller 4	24
12	Polliwog Controller 5 - Premiere Field	12
13	Marine Sports Complex Controller A/B	48
14	Marine Park Controller A	36
15	Marine Park Controller B	24
16	Heights Park	24
17	Live Oak Park	24
18	Dorsey Field	24
19	Pier	12
20	Sand Dune Park Controller A,	24
21	Sand Dune Park Controller A	18

## 6. Project Phases and Deliverables

### 6.1 Phase 1 — Project Initiation & Account Setup (prior to beginning of field work)

- a. Authorized Distributor coordination kickoff (activate workflow and warranty requirements)
- b. Creation of cloud platform user accounts:
  - City Admin(s) (full rights)

- City Operator(s) (operational rights)
  - Contractor/Installer (limited rights as directed by City)
- c. Controller naming convention plan (site name, park, controller ID, station range)
- d. Initial master schedule and site sequencing plan (to minimize disruption and optimize crew efficiency)

**6.2 Phase 2** — Joint field assessment & punch list: perform a documented field assessment with City staff (or City-designated representative). Contractor shall verify and record:

- a. Enclosure condition: weatherproofing, door seals, corrosion, physical mounting integrity
- b. Electrical readiness: 120 VAC supply condition, existing disconnect/on-off capability, grounding path, conduit/junction box viability
- c. Wire condition: brittleness, corrosion, slack, spare conductors, common wiring integrity
- d. Existing programming capture plan: method to record programs/settings and validate accuracy
- e. Flow sensor/rain sensor applicability: whether present, where installed, and how to integrate
- Punch List Issuance Separated into:
    - City-responsible repairs (per solicitation language)
    - Proposer-responsible repairs (if authorized and within bid scope)
    - Recommended enhancements (optional, City-directed)

**6.3 Phase 3** — Controlled Controller Changeover shall be executed with a standardized, repeatable method at each site:

Step A — Pre-Swap Documentation & Programming Capture

- a. Photograph existing enclosure and wiring before disturbance
- b. Record:
- Station list and any field notes/labels
  - Programs, start times, runtimes, water windows
  - Master valve/pump logic
  - Sensor configuration
  - Seasonal adjust/budget settings

- c. Confirm current time/date and verify controller is operational pre-swap (or document if not)

#### Step B — Wire Labeling & Terminal Mapping

- a. Identify and label each station with current station number:
  - Common(s)
  - Master valve
  - Pump start (if present)
  - Flow sensor wiring (if present)
  - Rain sensor wiring (if present)
  - Create a quick terminal map (old terminal → new terminal), ensuring station numbering continuity

#### Step C — Removal, Enclosure Prep, and Weatherproofing

- a. Remove legacy controller and obsolete internal components included in scope
- b. Clean interior enclosure surfaces
- c. Seal/waterproof enclosure penetrations, correct water intrusion pathways, and ensure mounting backboard is secure and code-appropriate for the assembly design

#### Step D — New Smart Controller Assembly Installation

- a. Install backboard mount, GFCI outlet, and on/off switch as required
- b. Install controller, modules, and any flow-sensing components as configured for the site
- c. Ground controller per manufacturer specs

#### Step E — Electrical and Low-Voltage Terminations

- a. Connect to existing electrical using flexible conduit and junction boxes as required
- b. Land all irrigation wires in screw-less terminals per labeled mapping
- c. Provide extensions with approved waterproof direct-bury connectors where short; ensure six (6") inch minimum slack
- d. Ensure all wiring is installed, routed, and secured in a neat and professional standard

### Step F — Cellular Antenna and Sensor Integration

- a. Mount cellular antenna on enclosure exterior with secure routing and weatherproofing
- b. Install rain sensor where applicable in City-approved location, test sensor status at controller and in platform
- c. Validate cellular communication and ensure controller is visible/online in the platform

### Step G — Activation and Initial Programming

- a. Coordinate Authorized Distributor activation
- b. Apply initial programming per manufacturer programming protocol:
  - Controller name and parameters
  - Master valve settings
  - Flow sensing thresholds where enabled
  - Existing programs/runtimes replicated
  - Confirm the controller can be operated:
    - Locally at the field controller
    - Remotely via web portal/app

### Step H — Functional Verification

- a. Test run select stations to confirm:
  - Correct station-to-zone mapping
  - Valve actuation response
    - No “short/over current/under current” electrical anomalies
    - Master valve operation where applicable
- b. Confirm watering continuity
- c. Update site documentation and obtain City representative sign-off

### **6.4 Phase 4** — Quality Control, Reporting, and Stakeholder Communication

- a. Crew-level checklist at each site- installation completeness, wiring slack, conduit/junction box compliance, enclosure sealing
- b. Supervisor verification: programming accuracy, activation confirmation, photo documentation

- c. Closeout audit : City account access verified, warranty paperwork complete, site list reconciled

### Communication Cadence

- a. Daily progress update: sites completed, issues encountered, punch list closures, sites scheduled next
- b. Immediate escalation protocol: electrical safety issues, enclosure failures, wiring defects that risk continuity
- c. End-of-week summary: completion percentages and outstanding action items

### **6.5 Phase 5 — Post-Installation Closeout, Warranty Certificate, and Handoff**

- a. Authorized Distributor certificate(s) of completion in accordance with manufacturer warranty requirements
- b. Final controller inventory list: site name, station count, serial numbers, activation dates
- c. As-left programming summary
- d. Photo documentation package
- e. Training/handoff session
  - Logging in, dashboards, controller navigation
  - Running a station test
  - Understanding alerts (flow/leak/no-flow thresholds)
  - Exporting reports to Excel/PDF
  - Locating assets in Geographical Information System (GIS) mapping module (if included/activated)

### **6.6 Critical Compliance Commitments**

- a. Maintain active watering: Contractor shall sequence installations to prevent extended downtime; no site is left in an inoperable state at end of day unless expressly directed by the City due to upstream constraints.
- b. Wiring integrity shall be protected: labeling, mapping, slack requirements, and waterproof connectors are enforced to prevent future failures.
- c. Manufacturer/distributor warranty protection: activation and certificate workflow shall be treated as a deliverable—not an afterthought.

- d. Professional enclosure workmanship: cleaning, sealing, and weatherproofing shall be performed to reduce corrosion, shorts, and premature equipment failure.
- e. Documentation is court-proof: logs, photos, signoffs, and inventories shall be maintained with the expectation that a third party could reconstruct what was done, when, and why.

## 7. Equipment Specifications

### 7.1 Irrigation Wire – #14 AWG UL listed U.F. 600v direct burial irrigation wire.

- a. Pilot - Match existing color
- b. Common – White

### 7.2 Waterproof Wire Connectors - 600 VAC waterproof direct bury connectors

### 7.3 Smart Irrigation Controller – Smart irrigation controller assembly to include the following:

- a. Manufacturer's Authorized Irrigation Distributor Assembly Shall Provide:
  - Smart irrigation controller
  - Backboard mount
  - GFCI outlet and on/off switch

### 7.4 Smart Irrigation Controller Shall Provide:

- a. Hardware:
  - Smart Irrigation Controller
    - All-inclusive 10 years: central service, cellular connectivity, product warranty and generational cellular communication upgrades.
    - LTE cellular communication with modem that automatically switches between the best cellular carrier signal of AT&T, Verizon and T mobile
    - A family of controllers which have support for six (6) to 96 stations
    - Daylight-bright backlit LCD display with solid state buttons (no dials)
    - Controller modularity for upgrading stations count (in six (6) station increments) and flow sensing
    - 32-pin connector for hardware remote
    - Supports wired or wireless rain sensor; with the option to share a single rain sensor with multiple controllers
    - Integrated flow sensor support
    - Dedicated master valve and pump start
    - Supports normally open or normally closed master valves
    - EPA WaterSense Approved, FCC Certified, UL Listed, 100% SWAT-tested

- Controller to be manufactured in the USA
- Commercial-grade screw-less wire terminals
- Controllers to have a built-in amperage meter to accurately measure and diagnose valve solenoid electrical problems such as “no current”, “station short”, “under current”, “over current”, etc.
- Built-in surge protection integrated directly into the controller
- Controller are fully programmable at the field controller, as well as being capable of being programmed from any Internet enabled PC, Laptop or tablet device with proper login credentials.
- Controllers are capable of storing irrigation schedules, monitoring and managing flow information all without the Central System.
- Controllers to utilize non-volatile memory to retain all programming information during a power outage for up to 10 years
- Controller software can be updated in the field via a USB device.

## 7.5 Software/Services:

### a. Central Control Platform

- Central control software cannot require a dedicated computer or server software to be managed by City
- Central software must be accessible from any web-enabled PC, laptop, or web-based tablet or smartphone
- System to include a free mobile application that enables irrigation remote control features for either iPhone or Android smart phones. Must be a true application that can be downloaded from the AppStore or Android Play sites. It may not be a web page displayed on mobile devices.
- Programming and Features
  - Cloud-based scheduling engine optimizes by sprinkler type, precipitation rate, sprinkler efficiency, soil type, plant type, root depth, microclimate, and slope on station-by-station basis. System allows for a minimum of 13 different custom settings per station/hydrozone to enable custom programs
  - Controllers to allow for operator-set water windows, which prevent irrigation from continuing beyond a set end time. Remaining run-times to be carried in a hold-over table and is applied at the next scheduled irrigation with the system prioritizing which valve to operate based on accumulated Evapotranspiration (ET) and the hold-over time.
  - Central control software to include an application that allows Water Budget Management. The application will enable the City of Manhattan Beach to be able to enter historical water billing information, set target budgets, and then be able to monitor flow information to track against budgets as data is accumulated from flow sensors, or as water bill data is entered into the application.
  - Central control software to include an application that allows for Drought Planning and Compliance with local watering restrictions.

- Central control software to include an application for Site Asset Management that includes site and device GIS mapping for controllers, water meters, backflows, and any other irrigation-related physical asset. This Site Asset Management application also provides the capability to upload and store an image on each site, as well as a complete document management library for manuals, maintenance logs, certifications, pesticide or fertilizer application schedules, and a host of other site specific documentation.
- Weather Data
  - ET Data is provided via a national weather service, which uses National Oceanic and Atmospheric Administration (NOAA), California Irrigation Management Information System (CIMIS), and hundreds of other weather station networks, and includes access to Doppler radar and satellite imagery.
  - Site-specific weather data accurate and resolute to 1 square km provided daily to irrigation controllers via cellular communications
  - ET Data is generated using the Penman Monteith equation.
  - System allows for ET to be set to ON/OFF per each station.
  - ET Data is customizable to any 1 of 4 modes set by station.
  - ET can be used with an automated program, a user defined program or turned on or off per station at the controller.
  - Flow Sensing
  - Real-time station-specific high and low flow monitoring and control
  - Mainline/catastrophic break detection and shutdown
  - Controllers support the ability to exclude individual stations from low flow / no flow testing.
  - Upgradable advanced flow management and multi-controller and water meter/Point of Connection (POC) management in the cloud
- Alerts and Reporting
  - Alerts via Smartphone, SMS text or email notifications with customizable flow thresholds and alert notifications
  - System to provide reporting capability for the following:
    - Account Compliance
    - Scheduling Compliance
    - Controller Inventory
    - Controller Settings
    - Change History/Analysis
    - Estimated Usage for single or multiple controllers on same report
    - Measured Usage for single or multiple controllers on same report
    - Runtime minutes history for single or multiple controllers on the same report
    - Alert History Report
    - Budget Monitoring Report
    - Drought Manager Report

**EXHIBIT B  
APPROVED FEE SCHEDULE**

Contractor’s Fee Schedule is set forth in the table below:

<b>Description</b>	<b>Cost</b>
Pre-installation	\$6,000
Installation	\$270,000
Post-installation	\$6,000
Warranty	\$6,000
<b>Maximum Compensation</b>	<b>\$288,000</b>
<b>Contingency</b>	<b>\$37,000</b>
<b>Not-to-Exceed Amount</b>	<b>\$325,000</b>

The fees listed in this Fee Schedule correspond to the line items outlined in Exhibit A, Scope of Work.

A contingency amount of \$37,000 is available for post-installation and unforeseen services, subject to prior written approval by the City’s Public Works Director or authorized representative. In no event shall the total compensation paid to the Contractor exceed \$325,000 for the initial three-year period of this Agreement.

## Exhibit C

### LABOR CODE AND PREVAILING WAGE REQUIREMENTS

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

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

3. 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 Contract 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 Contract.

4. The project is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) 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 Contract by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: 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 the City of the location of the records. Contractor and each subcontractor shall comply with and be bound by the provisions of Labor Code Section 1771.4(a)(3), which requires that each Contractor and each subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner at least monthly, in a format prescribed by the Labor Commissioner.

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

8. 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. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Contract by 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.

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

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

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

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel 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 this Contract, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of this Contract.

**Exhibit D**

Bond No. \_\_\_\_\_

**PAYMENT BOND  
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Manhattan Beach ("Public Agency"), State of California, has awarded to SGD Enterprises dba Four Seasons Landscaping ("Principal") a contract (the "Contract") for Irrigation Central Control Installation.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_

\_\_\_\_\_

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of Three Hundred and Twenty Five Thousand dollars 0/00 (\$325,000), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its

subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.