

DESIGN SERVICES AGREEMENT

This Design Services Agreement ("Agreement") is dated July 16, 2019 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and Hazen and Sawyer, D.P.C., DBA Hazen and Sawyer, a New York corporation ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City issued Request for Proposals No. 1200-19W on November 30, 2018, titled "Engineering Design Services for Water Infrastructure Improvement Project". Consultant submitted a proposal dated January 23, 2019 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 water infrastructure design services, attached as **Exhibit A**. Consultant's proposal is attached as **Exhibit D**. 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 Lynn Grijalva, P.E., 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.

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**.

Approved for Use 4/12/19

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 C hereto.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through June 30, 2021, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. Consultant shall not be paid more than \$295,250.00 for such Services.

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

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, 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 (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. In no event shall the City pay more than \$44,000.00 for such additional services. 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 Compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

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

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

6. Information and Documents.

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

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

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

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

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

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

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

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

pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, 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 \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$500,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Mutual Cooperation.

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

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

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

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: Tim Birthisel
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5368
Email: tbirthisel@citymb.info

If to Consultant:

Attn: Lynn Grijalva, P.E.
Hazen and Sawyer
1149 S. Hill Street, Suite 450
Los Angeles, CA 90015
Telephone: (213) 505-6723
Email: lgrijalva@hazenandsawyer.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.

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

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

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

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

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

23. Exhibits. Exhibits A, B, 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 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:

Hazen and Sawyer, D.P.C., DBA Hazen
and Sawyer,
a New York corporation

By: 

Name: Bruce Moe
Title: City Manager

By: 

Name: Lynn P. Grijalva
Title: Vice President

ATTEST:

By:  7-3-19

Name: Liza Tamura
Title: City Clerk

By: 

Name: Dave Jones
Title: Vice President

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 S. Charelian
Title: Finance Director

Scope of Work

Hazen accepts scope in the RFP with the following clarifications:

TASK 1 – PROJECT MANAGEMENT AND MEETINGS

This task includes the effort necessary to manage the project budget, schedule, subconsultants, and prepare monthly invoices and progress reports. This task includes up to eight meetings with the City including one kickoff meeting, three progress meetings, three submittal review meetings, and one pre-bid meeting. Meetings will be attended by up to two Hazen staff. Hazen will submit meeting minutes to the City within five working days of the meeting. During the design period, bi-weekly conference calls will be held to discuss progress, coordination items, and any issues. General project communication will be conducted via phone, conference call, and/or email as necessary.

The following hours are included in the Project management level of effort breakdown.

Prepare Project Schedule and Update Monthly	12
Prepare Monthly Invoices and Project Status Reports	16
Internal Biweekly Project Meetings (incl. client call)	36
Subconsultant Management	32
City Meetings	38
Community Meeting	16
Pre-bid Meeting (2-ppl)	4
Quality Control (60,90,100, and construction)	20

Quality control will be performed by Hazen staff with expertise in the review subject prior to submitting to the City.

Deliverables

- Invoices and progress reports in PDF format
- Meeting agendas and meeting decisions and action items (does not include meeting minutes)

Meetings

- City project kickoff meeting
- City project progress meetings (up to three)
- City project submittal review meetings (up to three)
- Community meeting during design
- Pre-Bid meeting
- community meeting during construction

TASK 2 – BACKGROUND RESEARCH

Hazen will request and review background information pertinent to the project including utility as-built plans, construction records, master plans, surveying and property information, City standards, and proposed improvements in the project area. This task includes two field investigations to identify existing conditions in and around each project work area attended by up to two Hazen staff. Hazen will prepare and maintain a log of all documents obtained.

Deliverables

- Document log

Meetings

- Field investigation (2 days of field investigation)

TASK 3 – UTILITY AGENCY AND COORDINATION

It is assumed the City will share utility contact list information for Hazen's use to request existing utility information from. Hazen will incorporate utility information and responses from utility mapping on the plans and keep a log of responses for follow up thereafter. This effort does not include fees associated with utility requests and is assumed fees will be paid by the City.

It is understood that waterline replacement will occur on same alignment and therefore utility impacts is understood to be minimal. Hazen will document and maintain a log sheet and contact utility companies in the project location to obtain responses in writing regarding presence of utilities and potential utility conflicts. Hazen will coordinate with utilities for any necessary utility modifications. Detailed design and construction for new or relocated utilities will be the responsibility of the affected utility.

This task also includes up to one (1) coordination meeting for two (2) agencies necessary for obtaining permits from impacted cities or Caltrans. Payment of permit fees is not included.

Deliverables

- Utility log

TASK 4 – SURVEYING AND FIELD VERIFICATION

Hazen subconsultant KDM Meridian, a qualified surveyor licensed in the State of California will provide topographic and land surveying services to identify all features, objects, and critical control points required to prepare the construction plans and other documents for this Project. Surveying will include location of surface features including street features, water meters, blow-offs, air-vacs, hydrants, sewer clean-outs, manholes, valves, vaults, and private property improvements in public right-of-way encroachment curbs and edge of pavement areas. Existing utility vaults/manholes/valves will be opened to obtain invert depths where possible.

Survey Scope of Work includes the following:

1) Research of Record Information

- Obtain record maps and record information from the Los Angeles County Surveyor's office and City of Manhattan Beach. This will include record subdivision maps, Cad Parcel map (Provided by the City) records of survey, tie-sheets, corner records and bench marks.

- 2) Control Datums:
 - Horizontal: CCS83, Zone V.
 - Vertical: County of Los Angeles bench mark (NAVD88).
- 3) Control Survey
 - Recover and survey existing centerline and property monuments adequate to orient record data for each area.
 - Establish supplemental control points for use throughout the life of the project in each area with the intention these are provided on the construction plans.
- 4) Field Topographic Survey
 - Collect detailed information for approximately 20 existing handicap ramps to verify conformance with current ADA standards, and obtain elevations for design.
 - Collect standard topographic data within the 13 street segments, R/W to R/W and 60' wide swaths in the 2-parking lot reaches.
 - Collect 100-foot interval cross sections R/W to R/W within each of the 13 reaches of street within project limits as described above. Additional sections will be collected at the curb returns and 50' beyond on intersecting streets.
 - Locate a maximum of 20 potholes
- 5) Legal Description
 - Legal descriptions if any should they be required shall be under separate scope and fee.
- 6) Deliverables
 - Base mapping consisting of record centerlines, right of way lines and segments of intersecting lot lines, collected topographic data and point data collected in the cross sections will be compiled and drafted at 1" = 40'. AutoCAD and PDF versions of base mapping will be provided.

Deliverables

- Stamped and sealed topographic surveys in PDF format

TASK 5 – POTHOLING

Potholing provided will be provided by subcontractor C-Below who will provide up to 24 potholes per proposal. Hazen will provide the City a potholing plan for each street which will be developed and submitted to the City for approval. A final pothole report, showing depth of utility and street section will be provided.

Deliverables

- Potholing Plan in PDF format
- Potholing report in PDF format

TASK 6 – GEOTECHNICAL INVESTIGATION

Hazen will subcontract a qualified geotechnical engineer, Koury Engineering and Testing Inc., who is licensed in the State of California to conduct a geotechnical investigation at each proposed alignment location to determine sub-surface soils classification and conditions, evaluate pertinent engineering

properties of the subsurface soils, provide geotechnical parameters for pipe design, evaluate temporary trench slope stability, and provide trench backfill recommendations. If the proposed alignment vicinity has been determined to contain oil related industry in the past, the soil tests will also include Tph-cc, VOC, organic lead, and California Title 22 metals. A geotechnical report will be prepared and submitted to the City.

Hazen sub consultant Koury Engineering and Testing Inc. assumes 12 bores are to be made for the waterline project to a depth of 10 feet, with testing for soil contaminants per the original RFP.

The geotechnical efforts will provide laboratory tests for following:

Geotechnical Laboratory Tests

- In-place moisture and density
- Sand Equivalent
- Corrosivity.
- Sieve analysis
- Laboratory max density
- Direct Shear

Environmental Testing

- Total Petroleum Hydrocarbons
- Volatile Organic Compounds (VOCs)
- Organic Lead
- California Title 22 Metals

An engineering analysis and Geotechnical Report will be provided in addition to the results of the environmental sampling data which will be provided in Draft and Final form, for inclusion in the Contract Documents.

Deliverables

- Geotechnical Report in PDF format

TASK 7 – CONSTRUCTION DOCUMENTS

Hazen will prepare construction documents including design drawings, technical specifications, and cost estimate in accordance with City CAD and design standards. The design of watermain and sizing will be replaced at same size or at a diameter as consistent with the City's water master plan.

Planning documents will be reviewed by Hazen and provided by the City. No hydraulic modeling efforts are included. Any hydraulic modeling or calculations to determine size or upsize would be provided under separate scope and fee.

The City will provide front-end specifications boilerplate in MS Word format. Cost estimate line items will match those of the Bid Schedule. Special notes will be provided in the plans and specifications for high-line service where proposed water mains will use the same alignment as existing water mains. All

utility trenching improvements that extend more than 300 feet will include empty communication conduits per the City's Dig Once Policy.

Based on the project locations and the requirements of the RFP the following sheet list is assumed to be provided for final design plan submittal, which assumes 800-900 feet of watermain per sheet at 40 scale:

- G-1 Title Sheet and Location Maps
- G-2 Legend, Symbols, and Abbreviations
- G-3 Notes, Bench Mark, Basis of Coordinates
- G-4 Index Map
- C-1 Herin St Plan and Profile - 1
- C-2 Herin St Plan and Profile - 2
- C-3 Herin St Plan and Profile - 3
- C-4 12th St Plan and Profile -1
- C-5 12th St Plan and Profile -2
- C-6 Rock Covenant Church Plan and Profile - 1
- C-7 17th St Plan and Profile - 1
- C-8 21st and 19th St Plan and Profile - 1
- C-9 21st and 19th St Plan and Profile - 2
- C-10 23rd and 22nd Plan and Profile - 1
- C-11 23rd and 22nd Plan and Profile - 2
- C-12 Agnes Rd Plan and Profile - 1
- C-13 Flournoy Rd Plan and Profile - 1
- C-14 14th St Plan and Profile - 1
- CD-1 Details - 1
- CD-2 Details - 2
- CD-3 Details - 3

Hazen understands that separate street improvement design sheets will not be required as part of the water plan design documents. Hazen approach to any street surface improvements are to show them on the water design plans as areas of new surfacing, with reference to detail and notes. In addition, a typical cross section details of street repair (grind and overlay) would be provided in the detail portion of the construction plans.

Specifications: It is assumed that Hazen will provide technical specifications, based on City of Manhattan Beach Standards to support the plan documents (Division 2) in addition to the bid schedule. It is assumed the City will be responsible for the front-end portions of the Contract specifications (including Division 1) and will be provided by the City for inclusion as part of the review and final contract bid packages. Hazen will stamp front end specifications or specification document as responsible engineer

as part of the Bid Package specifications.

This task will include preparation of up to 21 drawing sheets and associated technical project specifications in accordance with the following submittal plan:

60% Submittal –

- Design Drawings (Plan and profile – street improvements and details excluded)
- Specifications Table of Contents and Bid Schedule
- Cost Estimate (+/- 30%)

90% Submittal –

- Design Drawings (As per 60%, City comments incorporated, standard and project details)
- Full Technical Specifications
- Cost Estimate (+/- 10%)

100% Submittal –

- Design Drawings (As per 90%, City comments incorporated)
- Technical Specifications (As per 90%, City comments incorporated)
- Cost Estimate (+/- 10%) (City comments incorporated)

Hazen will prepare a comment log for documenting responses to City comments received in the 60% and 90% submittals. Final plans will be signed and stamped by a professional engineer. It is assumed that this scope does not include any assistance to the City for preparation of the bid documents (printing, packaging, or advertising).

Deliverables

- Drawings in PDF format
- Technical specifications in word and PDF format
- Cost estimate in PDF format
- Comment response log in PDF format
- Final Specification and Autocad Files in electronic native format

TASK 8 – BIDDING ASSISTANCE

During the bidding period, Hazen will prepare one addendum to provide clarifications and respond

to RFI/bidder questions via email. Effort assumes 12 hours to respond to questions for the City and prepare one (1) addenda. City will not pay for any addendum efforts due to lack of clarity in plans and specifications if the lack of clarity is due to Hazen not complying with the Standard of Performance as specified in Article 1.D. in the Design Services Agreement.

Deliverables

- Addendum in PDF format
- Response to 4 RFI via email

TASK 9 – CONSTRUCTION ASSISTANCE

During the construction phase, Hazen will review up to ten (10) Requests for Information (RFIs), review and respond to up to twenty (20) shop drawing submittals.

The Scope of work includes the following:

- Respond up to ten (10) RFI
- Review up to twenty (20) Submittals (includes initial and resubmittals)
- Scope of work does not include design change orders (plan updates). It is assumed the City will lead field change order coordination efforts during construction based on markup red-line. Hazen will incorporate changes into CAD files as part as As-built efforts under separate task.

TASK 10 – AS-BUILT PLANS

Hazen will prepare as-built/record drawings of the final constructed project pursuant to modifications made at the time of construction per the redlined comments provided by the City and Contractor.

Scope of work includes the following:

- Cad design to incorporate contractor markups (32 hrs.)
- Time for PM and lead engineer review and assist
- Delivery of final as built mylar and electronic files

Hazen level of effort also includes development of final valve water plans on 8.5X11 (title block and GIS setup sheet to be provided by the City)

Deliverables

- As-built/record drawings in 24x36 mylar format
- Final water valve drawing in 8.5x11 PDF and Autocad format
- Final As-built/record drawings in electronic Autocad files with estimated delivery date of December 15, 2020

Section E

Project Schedule

Hazen's proposed schedule is based on our team's proven experience in delivering projects of similar type of scope. We have developed a realistic schedule identifying critical path items based on the required scope of work.

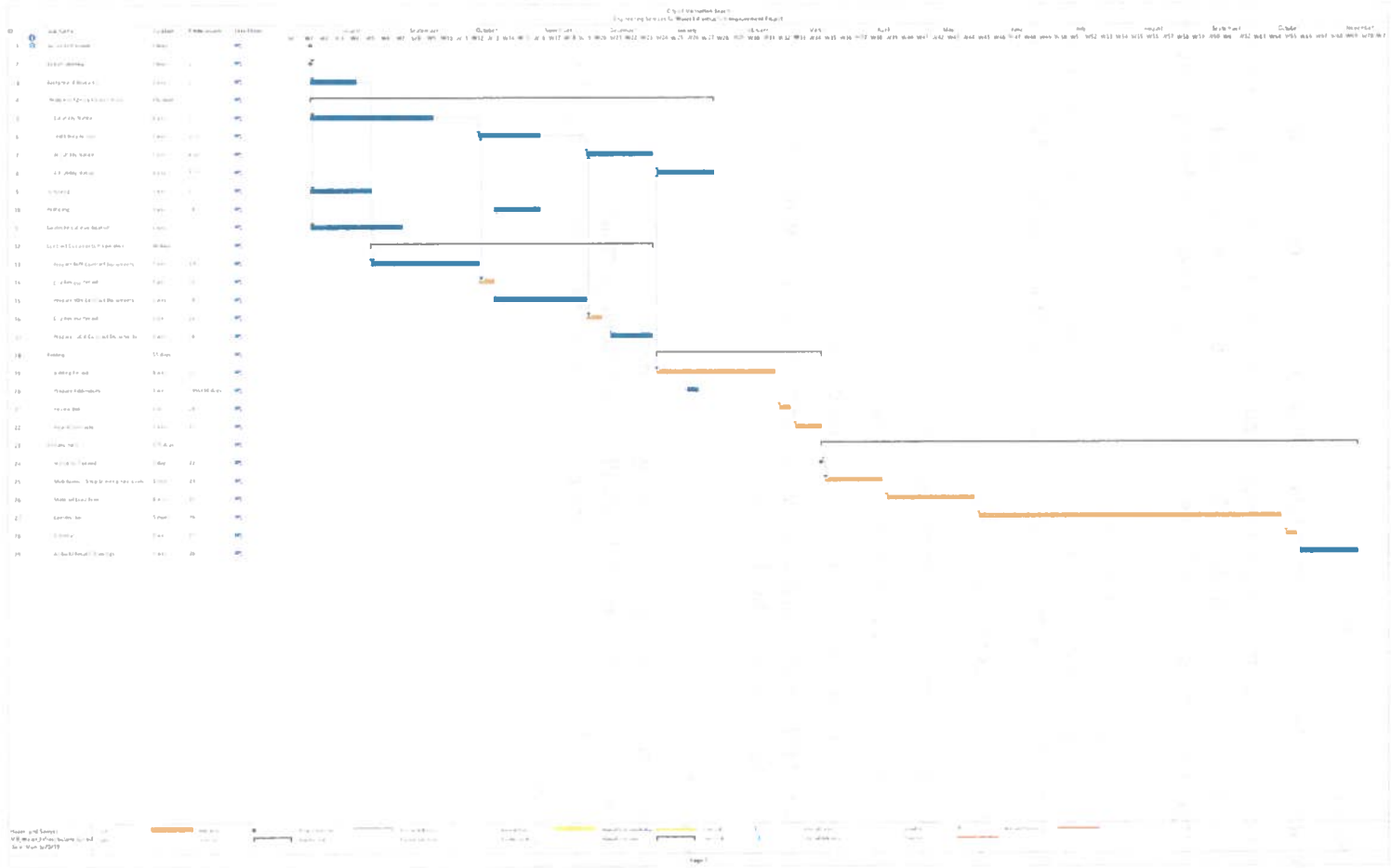


EXHIBIT B APPROVED FEE SCHEDULE

City of Manhattan Beach								RFP 1200-19W Manhattan Beach Water Improvements								Hazen and Sawyer			
	Vice President	Sr. Assoc II	Assoc I	Sr. Principal Eng. I		Ast. Eng.	Technician II	Hours	Labor	ODC	Sub	Total							
	Principal in Charge	QA/QC	PM	Lead	Costs	Pipe	CAD												
	Gargallo	MacLennan	Borchardt	Valdez	Partner	Rodriguez/Ortega	Robinson												
	\$280	\$740	\$700	\$170	\$170	\$125	\$125												
TASK 1 - PROJECT MANAGEMENT AND MEETINGS																			
1.1 Project Administration	0	0	78	18	0	0	0	96	\$18,680	\$0	\$0	\$18,680							
1.2 City Meetings	4	0	36	2	0	0	0	42	\$8,700	\$270	\$0	\$8,970							
1.3 Stakeholder Meetings	8	0	0	0	0	8	0	16	\$3,370	\$0	\$0	\$3,370							
1.4 Quality Control	0	70	0	0	0	0	0	20	\$4,800	\$0	\$0	\$4,800							
SUBTOTAL TASK 1	12	20	114	20	0	8	0	124	\$36,480	\$270	\$0	\$36,750							
TASK 2 - BACKGROUND RESEARCH																			
2.1 Background Research	0	0	0	16	0	16	0	32	\$4,720	\$0	\$0	\$4,720							
2.2 Site Visit	0	0	16	0	0	16	0	32	\$5,700	\$0	\$0	\$5,200							
SUBTOTAL TASK 2	0	0	16	16	0	32	0	64	\$9,920	\$0	\$0	\$9,920							
TASK 3 - UTILITY AND AGENCY COORDINATION																			
3.1 Utility Notices and Coordination	0	0	2	8	0	48	0	58	\$7,750	\$500	\$0	\$8,250							
3.2 Plan Check and Permitting Coordination	0	0	5	7	0	0	0	12	\$2,190	\$1,260	\$0	\$3,450							
3.3 Traffic Control Plans	0	0	0	0	0	0	0	0	\$0	\$0	\$5,000	\$5,000							
SUBTOTAL TASK 3	0	0	7	15	0	48	0	70	\$9,940	\$1,760	\$5,000	\$16,700							
TASK 4 - SURVEYING AND FIELD VERIFICATION																			
4.1 Survey	0	0	0	0	0	0	0	0	\$0	\$0	\$43,800	\$43,800							
SUBTOTAL TASK 4	0	0	0	0	0	0	0	0	\$0	\$0	\$43,800	\$43,800							
TASK 5 - POTHOLES																			
5.1 Potholing	0	0	0	0	0	0	0	0	\$0	\$0	\$20,000	\$20,000							
SUBTOTAL TASK 5	0	0	0	0	0	0	0	0	\$0	\$0	\$20,000	\$20,000							
TASK 6 - GEOTECHNICAL INVESTIGATION																			
6.1 Geotechnical Investigation	0	0	0	0	0	0	0	0	\$0	\$0	\$24,110	\$24,110							
SUBTOTAL TASK 6	0	0	0	0	0	0	0	0	\$0	\$0	\$24,110	\$24,110							
TASK 7 - CONSTRUCTION PLANS AND SPECIFICATIONS																			
7.1 60% Plans, Specs, and Estimate	0	0	8	103	8	111	264	485	\$67,545	\$1,320	\$0	\$68,865							
7.2 80% Plans, Specs, and Estimate	0	0	8	82	8	55	132	284	\$36,000	\$1,330	\$0	\$37,330							
7.3 100% Plans, Specs, and Estimate	0	0	4	27	8	19	44	102	\$14,825	\$1,320	\$0	\$15,845							
SUBTOTAL TASK 7	0	0	19	192	24	186	440	861	\$118,370	\$3,960	\$0	\$122,330							
TASK 8 - BIDDING ASSISTANCE																			
8.1 Prepare Addendum	0	0	4	8	0	0	0	12	\$2,160	\$0	\$0	\$2,160							
SUBTOTAL TASK 8	0	0	4	8	0	0	0	12	\$2,160	\$0	\$0	\$2,160							
TASK 9 - CONSTRUCTION ASSISTANCE																			
9.1 Respond to RFIs	0	0	0	2	8	0	4	14	\$2,200	\$0	\$0	\$2,200							
9.2 Review Shop Drawings	0	0	4	16	0	24	0	44	\$6,520	\$0	\$0	\$6,520							
9.3 Prepare Design Changes (NOT USED)	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0							
SUBTOTAL TASK 9	0	0	4	18	8	24	4	56	\$8,720	\$0	\$0	\$8,720							
TASK 10 - AS-BUILT PLANS																			
10.1 Prepare as-built/record drawings	0	0	2	8	0	16	32	56	\$7,760	\$500	\$0	\$8,260							
10.2 Prepare Final Water Valve Drawing	0	0	0	0	0	8	16	24	\$3,000	\$0	\$0	\$3,000							
SUBTOTAL TASK 10	0	0	2	8	0	24	48	80	\$10,760	\$500	\$0	\$11,260							
GRANDTOTAL TASKS 1 - 10	12	20	144	277	32	322	482	1221	\$196,760	\$6,490	\$23,000	\$226,250							



Hazen and Sawyer
1149 S. Hill St., Suite 450
Los Angeles, CA 90015 • 213-234-1080

Hazen and Sawyer Rate Schedule - 2019

HAZEN AND SAWYER LABOR CLASSIFICATIONS	HOURLY RATES (\$)
VICE PRESIDENT	\$290
ASSOCIATE VICE PRESIDENT	\$275
SENIOR ASSOCIATE II	\$260
SENIOR ASSOCIATE I	\$240
ASSOCIATE II	\$225
ASSOCIATE I	\$200
SENIOR PRINCIPAL ENGINEER II	\$190
SENIOR PRINCIPAL ENGINEER I	\$170
PRINCIPAL ENGINEER II	\$165
PRINCIPAL ENGINEER I	\$155
ENGINEER II	\$145



HAZEN AND SAWYER LABOR CLASSIFICATIONS	HOURLY RATES (\$)
ENGINEER I	\$135
ASSISTANT ENGINEER II	\$130
ASSISTANT ENGINEER I	\$125
SENIOR TECHNICIAN	\$135
TECHNICIAN II	\$125
TECHNICIAN I	\$115
ADMINISTRATION	\$105

EXHIBIT C
TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

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

3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.

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

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

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

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

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

EXHIBIT D
CONSULTANT'S PROPOSAL

Engineering Services for Water Infrastructure Improvement • RFP No. 1200-19W

Section A

Understanding, Methodology, and Work Plan

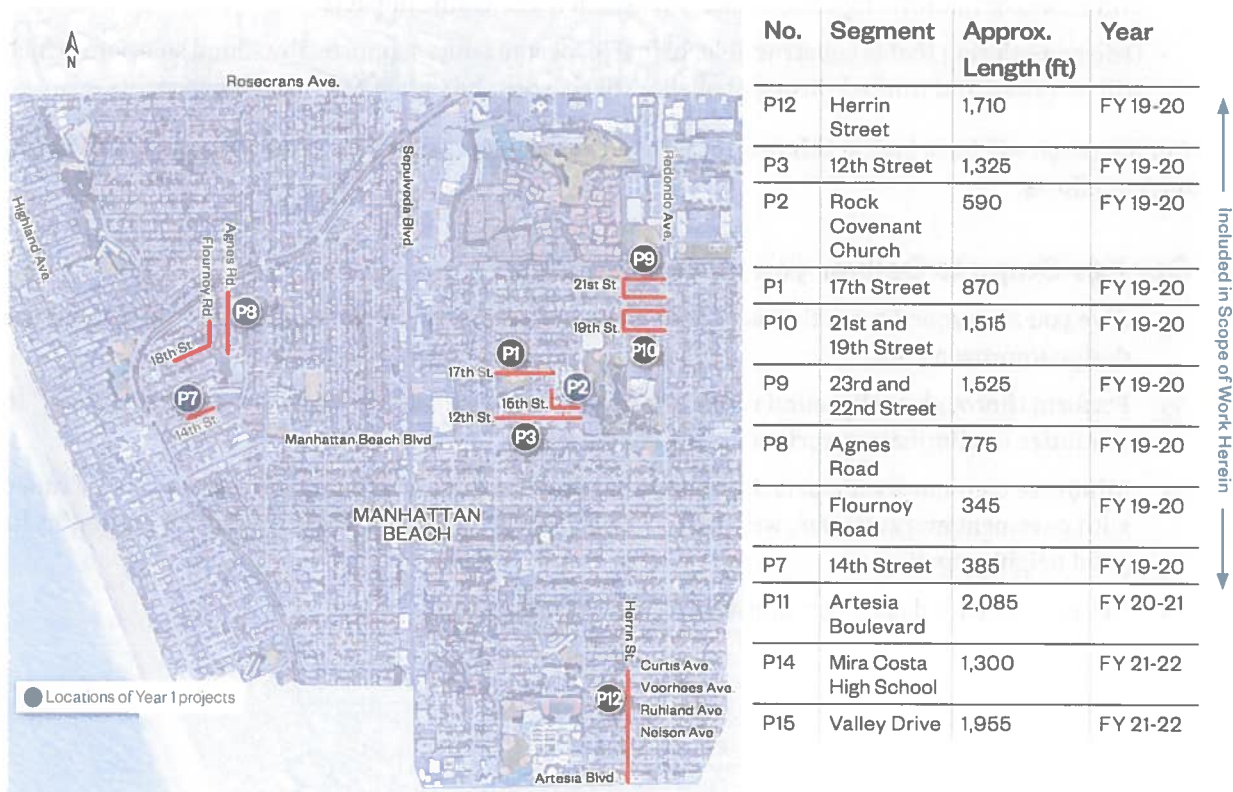
Our Commitment

Hazen is an “all things water” planning and engineering firm that has been delivering engineering services and solutions to our clients for the past 84 years nationally. We strive to deliver cost effective solutions that reduce risks and community impacts while maximizing constructibility and cost efficiencies. We love what we do and we are committed to serving your project and the City’s water needs. Our approach as described in the contents of this proposal will ensure the City will maintain level of service life for their water assets.

Understanding and Background

Located in the South Bay, the City of Manhattan Beach owns and maintains water infrastructure throughout its 3.9 square mile jurisdictional boundary. The City is bounded by El Segundo to the north, Hawthorne to the East, and Redondo Beach to its south and the Pacific Ocean to the west. The City is seeking consultants to provide engineering services to provide full “turn key” project design services to renew various portions of their aging water infrastructure located throughout its jurisdiction.

The City is planning to improve its water infrastructure through a three-year program, as shown highlighted in the adjacent illustration. It is understood that the scope of services herein only include the first year planned work. The following table summarizes the location and length of the pipelines for the included scope of services.



Methodology and Work Plan

This project is a very important for the City of Manhattan Beach to renew aging infrastructure to provide continued potable water service to the City's customers. The Hazen team will leverage recent project experience of similar scope and effort to deliver design bid documentation that not only meets the City's objectives as identified in the RFP scope of work but exceeds your expectations in delivering to you a full "turn key" project. Our approach is developed to meet the City's goals and objectives while addressing project specific issues.

Understanding of Key Project Issues to Meet Project Goals

In addition to aging infrastructure, this project encompasses a vast area with many issues. Some of the key issues that have been identified and illustrated on the next page will require careful planning to ensure as successful project. Some of the key project specific issues include the following:

- Unknown subsurface condition and utility impacts
- Coordination with the local community schools, churches, and City and State jurisdictions, and residents near project alignments.
- Complete the project on schedule and coordinate work to time with street moratoriums. Complete project bid package so new infrastructure is constructed ahead of resurfacing projects.
- Develop cost effective solutions for the design and replacement of the City water infrastructure assets.
- Minimize or eliminate service disruption while minimizing risks to the project.
- Minimize community impacts, noise, accessibility, and traffic impacts.
- Deliver a solution that is constructible, biddable, permittable, supported by sound solutions which will be vetted and worked through collaboratively with the City of Manhattan Beach.

Our approach will be to look at this project at the 1,000 foot level, and then at the ground level throughout our efforts.

Our Key Steps to Deliver you Project Success

- 1 Give you a seasoned team that is experienced and successful in delivering water infrastructure design improvements.
- 2 Perform thorough background research and utility investigations. Leave "no stone unturned" to minimize or eliminate surprises during construction.
- 3 Minimize community impacts: By addressing project risks, scheduling bid packages to be timed with pavement moratoriums, we will work collaboratively with the City to ensure it maintains its good neighbor policy.
- 4 Deliver quality bid packages minimizing change orders.



Key Issues/Challenges

① Traffic thoroughfares

Coordinate work within Artesia Blvd. with approved construction times to minimize impacts to traffic.

② Residential

Evaluate construction methods and alignment to minimize disruption, maintain service. Identify lateral locations, driveway access and schedule work within approved work hours.

③ Schools

Coordinate work so that it is timed when schools are not in session. Maintain safe access to schools, and pickup and drop off zones when in session.

④ Public Space Access

Adjacent work on 12th and 15 streets may impact access to Polliwog Park. Limit contractor to defined work areas, or clearly define areas that must be maintained.

1 Provide you the Team for Success

Our proposed project manager, Jerimy Borchardt, PE has many years of experience designing pipelines throughout California and is familiar with preparing alignment studies, and leading pipe rehabilitation and replacement projects. He will oversee the project team in all efforts from start to finish including utility and geotechnical investigations to detailed design. As your project manager, Jerimy is excited to bring his passion for delivering solutions and is committed to you in ensuring timely project delivery and success.

Supporting Jerimy will be Sam Valdez, PE. who will serve as the lead Project Engineer. Sam has over 10 years of experience in detailed design of pipelines and other infrastructure in California. Leveraging his experience as design engineer and intimate understanding of waterlines of all materials and construction (including Steel, DIP, PVC, and HDPE) he will be task leader for pipeline design services including the investigative and detailed design phase efforts. Sam will work closely with Jerimy and the team to provide detailed design which will be based on the solid foundation of research and utility investigations.

Working with both Jerimy and Sam will be Janet Ortega, EIT, and David Rodriguez who collectively bring experience in water planning and detailed design, civil design, GIS, and hydraulic modeling. In addition to detailed design support, Janet and David will support the team by conducting the comprehensive background research and utilities investigation, verification, and coordination. David has lived in the area for over 18 years and his familiarity with the area will provide the team with rapid field verification that will minimize conflicts and facilitate construction.

Lynn Grijalva will be your client service manager to ensure that not only your expectation are met, but that strive to exceed your expectations. In addition, our team will leverage Lynn's experience with public outreach to guide and assist the team with any outreach assistance efforts should they be required.

Sub-consultants that bring Value and Expertise

Hazen has selected sub-consultants that have had a history of success and a solid working relationship with Hazen staff, bringing you a cohesive team to increase communication and design efficiencies. Among the sub-consultants listed will be Koury Engineering who will provide geotechnical investigations per the scope of work. KDM Meridian will provide survey and mapping services. They will be a key player in establishing basis of survey and topographical mapping which will be critical for the development of accurate utility base mapping. In addition, Hazen has selected team member C-Below to provide potholing services to locate existing utilities in the field. And finally, David Kuan of Traffic Control Engineering Inc will be on the team for technical issues related to traffic control and design. Though TCE's input will be minimal for this scope of work for Year 1, they will be a key team member who will bring their valuable experience in relation to traffic control associated to the busy street thoroughfares such as Artesia Blvd (Hwy 91) under separate scope and fee for subsequent year improvements.

2 Perform Thorough Utility Research and Field Investigation

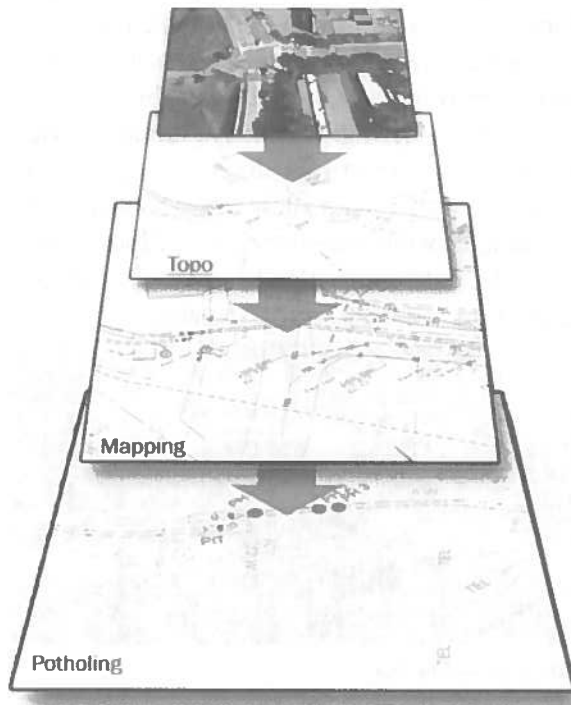
Leave No Stone Unturned - Provide Thorough As-Built Review and Utility Research

A very key step and foundation to our approach to successful delivery is to gather all available information in the surrounding areas such as street improvements and utility records and as-builts. Hazen's team has many years of experience with such activities, and our team members have direct experience with utility research necessary for water utility design within city streets in both residential and major thoroughfares. Per part of B, C and D identified in the RFP Scope of work, Hazen will leverage this experience, familiarity of the area and understanding of the existing facilities in the ground to perform a comprehensive utility and as-built study. Mapping from utility owners such as Southern California Edison, SoCal Gas, Time Warner, Verizon, Manhattan Beach Public Works, Caltrans (Hwy 91) and other agencies identified will be obtained to identify existing utility corridors and will assist in early planning design and development for water-line replacement and possible relocation. Understanding and knowing where the existing water and sewer are located will be necessary to update any separation requirements if needed.

Information obtained from utilities will be mapped and a utility survey will be provided. It is assumed that the City of Manhattan Beach will provide any utility as-builts in their possession and jurisdiction such as the water and sewer services, as well as any additional mapping such as GIS or aerials. Base mapping will be created using this information in sequence with Team member KDM Meridians survey and mapping efforts, who provide utility and topographical field survey. The survey will be used to more accurately locate existing utilities and design new water improvements. After base mapping has been generated, Hazen staff will conduct field visits and verify in the field to confirm the accuracy and completeness of the information developed. The base mapping will be used to generate preliminary design plan and profile drawings of the water utility and will be submitted for review.

Once the preliminary base mapping has been developed using aerial, topo survey and field verifications, the water alignments will be potholed to establish Quality Level A accuracy per ASCE guidelines. As per the RFP scope of work, an allowance of \$20,000 dollars is included to perform utility locating services. These efforts will be conducted by team member C-below and supervised by Hazen staff. A potholing plan will be submitted to the City which will include approximately twenty (20) pothole locations which will be scheduled and coordinated with the City Staff to ensure proper public notification and minimize disruption to the community. Team member C-Below was selected because they have an extensive history with utility location in the area and an unparalleled accuracy and success in identifying utilities.

Results of the utility research and survey (including the base files and information the base files were generated from) will be provided to the City to review.



3 Minimize Community Impacts

Community impacts are a concern as a project of this magnitude has the potential to carry some risks that the Hazen team both understands and is ready to address. A summary of the major project risks (for Design and Construction) is shown in the adjacent tables. In addition, Hazen staff understand that working collaboratively with the City will be important to assist with any community outreach efforts required to notify and keep the public informed.

The risks shown and summarized in the adjacent table could all impact, delay or prolong the construction schedule. Thorough due diligence in addressing these risks will not only will ensure these will be minimized or eliminated, but also maintain the City good neighbor policy and community perceptions. Hazen will work collaboratively with you in addressing solutions to potential project issues.

Delivering you solutions to limit impacts to the public is something we will do from start to finish. For example, as shown in the illustration below, Hazen has already visited the sites and feel in areas, it may be possible to relocate the water line adjacent to existing. We believe it may provide benefit to avoid existing utilities, increase water-sewer separation, and allow new waterline to be constructed while the existing water line remains in service until connection to service laterals are made, thus reducing service impacts.



17th Street Looking East



As part of your team, we will work collaboratively with you to understand, mitigate and minimize project risks.

Risk Identification and Mitigation (Design)

Risk Mitigation	
Schedule Risks	Team Commitment
	Efficient Project Planning and Communication and Coordination
	Comprehensive preliminary design, provide efficient and clear problem solving selection communicated and vetted in meetings
Permit Agency Risks	Permitting risks identified (early permit submittal, identification of jurisdictional agencies and permit lead-times)
	Early engagement and contact with agency meetings
Negative Public Perception & Complaints	Understand requirements, determine timelines and schedule, implement and capture requirements in design documentation
	Hand-in-hand coordination with the City to develop notifications, workshops as needed. This will be necessary for field work investigations such as Potholing, Boring survey etc.
Traffic Control Approvals	Understand requirements, determine timelines and schedule, implement and capture requirements in design documentation

Risk Identification and Mitigation (Construction)

Risk Mitigation	
Unknown Subsurface Conditions (Utilities)	Mitigated through exhaustive design field work such as, due diligence research, geotechnical borings, surface explorations (potholing), Ground penetrating radar (GPR), utility surveys and as-built mapping, field site visits (verify field conditions)
Unknown Subsurface Conditions (Soil)	Geotechnical borings and data analysis, hydraulic conductivity (dewatering conditions), soil sampling (hazardous conditions)
Lengthy Service Disruptions	Plan to design using methods that minimize service disruption or implement means to provide continuous service, such as bypasses etc.
Competitive Bid	Establish qualified contractor (establish quals in bid docs), # provide clear concise, and accurate bid documents (eliminate ambiguity)
Traffic Impact and Delays	Develop traffic control plans with clear workable work zones while allowing safe traffic flow and vehicular movement, including pedestrians, and bikes corridor
Schedule Delays	Eliminate unknown conditions
Negative Public Perception & Complaints	Construct during approved work hours, and mitigate noise, dust and odors through contract specifications. Include monitoring and inspection as well as contact number to address public concerns

The City currently has a paving moratorium and program to maintain and improve its streets. Current CIP program indicates many of the streets will be repaved. Many of these streets are under a annual slurry seal program and replacement such as but not limited to Streets at Herrin, 19th, 20th, 21st, 22nd and 12th streets which will be improved in 2020. Hazen will coordinate our efforts so that bid packages may be delivered ahead or as part of street improvement where possible to minimize community disruption.

The Hazen Team understands the importance in being “mindful” of other projects that may be impacted. Scheduling deliverables or bid packages to time within scheduling constraints to minimize disruptions, along with addressing the risks described in the previous page will ensure maintains a “good neighbor” policy.

4 Deliver Quality Bid Packages Minimizing or Eliminating Costly Errors and Change Orders

At Hazen, quality is part of our culture. For every project, we implement a control program that takes ownership. We do not “design by quality reviews.” We strive to understand the issues, project objectives and goals, early to minimize not only community risks, but owner agency risks. We do this through our robust quality control program. This program along with our collaborative internal and external working relationships minimizes errors and instills teamwork and understanding to get the job done right the first time.

Our design projects utilize the latest technology which include AutoCad Civil 3D. Our design staff are experts in its use, and we utilize this program to its fullest potential. This includes the modeling of existing utilities and crossings in three dimensions (using survey and potholing information) so that profiles are generated with accuracy. Modeling carries a benefit in that when alignments update, representative utility locations update automatically, reducing potential errors.

In addition, our quality control program adheres to corporate Project Quality Assurance guidelines that outline policies and procedures required for execution of all projects. However, quality doesn’t enter our projects simply as a result of any company procedures; it is an attitude within each of our staff about providing the highest quality work to our clients while remaining within our budgetary constraints.

To support this commitment, Hazen has developed a Quality Assurance Policy Manual to provide guidance to staff during the execution of projects undertaken by the firm. The manual defines our corporate Project Quality Control Program. Hazen’s QA Policy Manual requires that QC reviewers be independent of the design process, so that reviews have a broad perspective. Hazen will perform internal QC reviews prior to each submittal to ensure quality deliverables to the client’s satisfaction.

Hazen also conducts constructibility and operations reviews along with safety reviews in accordance with Cal/OSHA standards. Designs will be performed in accordance with City of Manhattan Beach Standards, Standard Specifications for Public Works Construction (Greenbook), and in accordance with local, state, and federal requirements. Built into each budget and schedule is time to complete a quality assurance and quality control review for each project deliverable.



Section B

Project Management

Effective project management is the foundation to a successful project. Hazen, through our project manager, Jerimy Borchardt, will manage the day to day execution of assignments supported by pipeline design lead, Sam Valdez.

Jerimy will work closely with Lynn Grijalva, our principal in charge, who will be directly responsible to the City for the performance of the firm. Based on the complexity of the project, one or more senior engineers with relevant technical expertise, are assigned Quality Assurance/Quality Control.

Our primary project management goal is to develop a streamlined technical and administrative project management process that keeps the project on time and on budget. This begins with a well written scope of work that clearly delineates responsibilities and project objectives, yet provides flexibility to allow for the most effective management of the project. As the City has seen on the Peck reservoir project, we employ a collaborative workshop approach which requires an effective communication and documentation plan to keep everyone involved current with the latest decisions and action items. This is accomplished by weekly conference calls with the project manager, developing action item registers and keeping track of items through monthly progress reporting.

Project Management Plan

After project initiation, we will draft and submit a Project Management Plan (PMP) that fully outlines our project procedures, communication, and standards. The PMP includes all the items mentioned in this section plus the invoicing requirements from the City that are included in the RFP.

Element	Purpose
Project Management Plan	Serve as the "guidebook" for the overall project management organization and controls. This includes milestones, progress reporting, invoicing, workshop development procedures and deliverables.
Communication Plan and Protocols	Establish contact persons and information, deliverables format, and general correspondence protocols to ensure the right people are handling the right information. Hazen proposes to develop a dedicated SharePoint site to serve as a library and file sharing site for the project.
Change Management Plan	Procedures for documenting and handling project changes especially those that impact the schedule and fee.
Monthly Reports	Project status reports for City of Manhattan Beach's Project Manager
Decision Register	Document decisions made and proactively notify the City when a decision is needed. Include with monthly reports.
Action Item Register	Document action items needed from Hazen and the City. Included with meeting minutes and on weekly calls with the PM.



Hazen's Project Management Procedures for Effective Project Delivery

Firms don't manage projects, PEOPLE do..... By examining the City's needs from their perspective, Hazen will develop innovative solutions and will provide focused efforts to project management for cost-efficient implementation.

Schedule Control

Hazen is committed to proactive cost and schedule control. Our experience has shown us how addressing potential issues early can minimize their overall disruption to the project. Our project management software program, Deltek Vision, is used to establish and closely track all of our project budgets and schedules. We will maintain an updated Microsoft Project schedule as the project progresses. Actual progress will be checked against the baseline schedule weekly to identify any variances in tasks as well as coordinate resources for upcoming deliverables. When variances are identified, we will work with the City's Project Manager, to develop mitigation strategies.

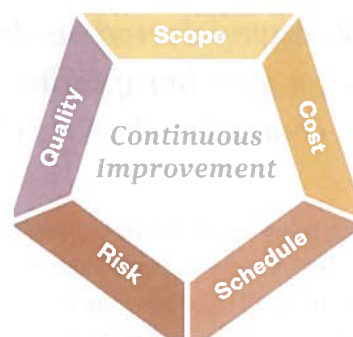
Our commitment to you is no surprises. Should changes occur during the project, our project management approach will keep the City informed and in position to decide and determine the direction of the project to best achieve your objectives while maintaining control of the project budget and schedule.

To achieve effective communication, we employ these tools:

1. Project Document/File Sharing Website using Microsoft SharePoint. Files can be easily and securely uploaded and downloaded by all authorized project team members regardless of file size.
2. Decision Log that is maintained on the Project SharePoint site that documents all key decisions. This log is updated on a continual basis and shows the decision item, who made it, and when it was made.
3. Action Item Log that documents each action item that comes from the monthly project progress status meetings and other communications. The log shows the action item, who created it, who is responsible for acting on it and when it was resolved.
4. Minutes from Monthly Project Progress and other meetings that will be distributed to all meeting attendees within three (3) business days of the meeting.

We understand the importance of schedule and budget management on your project. We will use our project controls expertise to expedite schedule, identify issues and options for resolution, and successfully complete the project on time and under budget.

The five key elements of our schedule controls process include:



Beyond the formal QA/QC process, the most important aspect in delivering a successful project to The City of Manhattan Beach is that each Hazen staff member will commit to doing their very best and providing the highest quality of work in each and every moment in working on this project. This value is instilled in each team member and implemented on every project.

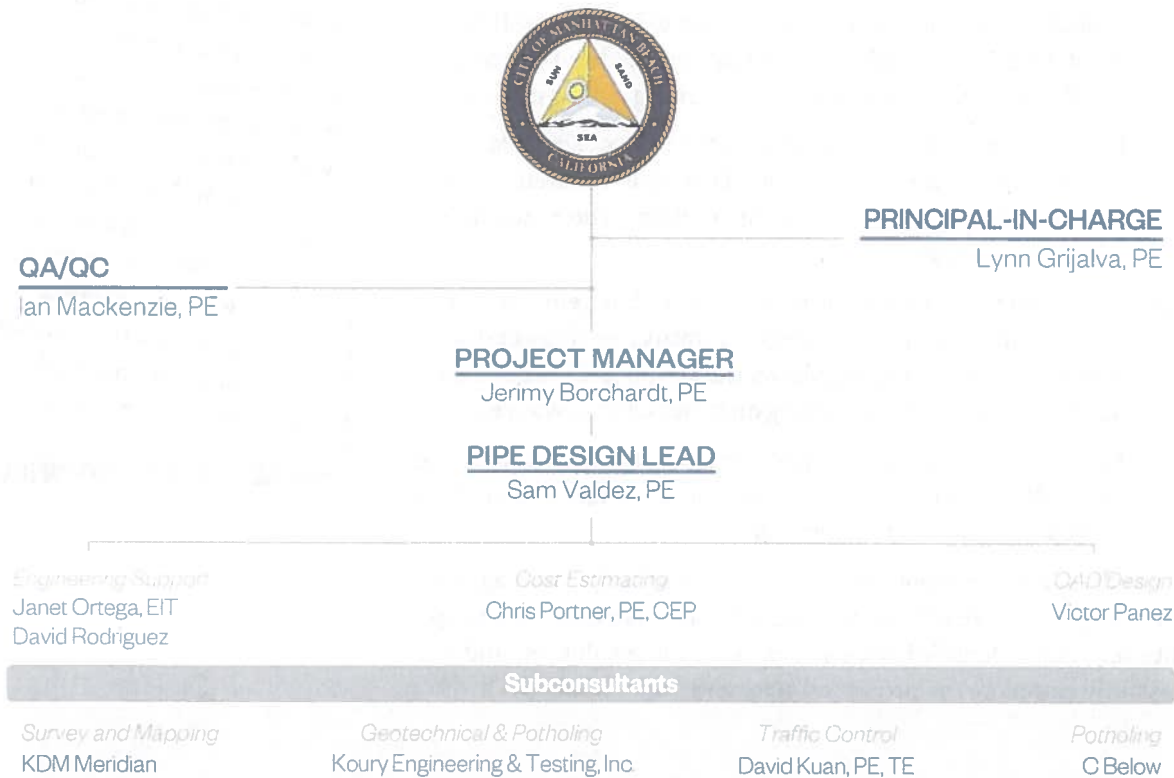
Section C

Statement of Qualifications

We have selected our local team based on two very important criteria: team member qualifications with local knowledge and their availability to commit to the City of Manhattan Beach.

Our team members have been carefully selected with a focus on collaboration as well as leveraging their technical talent. Once each team member was identified, we then verified that they will not be overly committed to other projects. This was an important step because at Hazen, we view this assignment as part of a long-term relationship between the City and Hazen. Therefore, our commitment to the City is to assign our most experienced and talented technical team to the project and make your work our single most important priority.

Our proposed organizational structure is shown below followed by brief summaries of qualifications for team members. Resumes can be found in the Appendix. References are located in the Section H - References.



Subconsultants



KDM Meridian

Survey and Mapping

KDM Meridian is a professional Land Surveying consulting firm specializing in GPS, LiDAR scanning, conventional land surveying, and map checking. KDM Meridian has over 18 years of experience performing all the services identified in the Request for Proposal. Their team is eminently capable to meet any and all survey needs for the City.

Their experience includes recent field survey services in the City of Huntington Beach and Newport Beach. Hazen and KDM staff have worked together on a number of water and sewer projects through busy thoroughfares. KDM will deliver quality topographical surveys and mapping, which will be the foundation for development of accurate construction plans.



Koury Engineering, Inc.

Geotechnical & Testing

Koury Engineering & Testing, Inc. has been providing construction inspection and testing services in Southern California since 1992. Koury operates one full-service laboratory located in Chino with satellite offices located in Gardena and Ontario. They are licensed and approved as a geotechnical and construction materials testing lab by several oversight agencies.

Koury provides a full range of geotechnical engineering, engineering geology, material testing and special inspection services for all phases of construction projects. Our seasoned inspectors carry multiple certifications for an efficient, cost effective work flow. Each member of the team brings together decades of practical experience, knowledge of the most recent engineering methods and codes, and unparalleled expertise in various disciplines.



Traffic Control Engineering, Inc. (David Kuan, PE, TE)

Traffic Control

Founded in 1989, Traffic Control Engineering, Inc. has conducted traffic engineering designs for numerous major construction projects. Prior to becoming TCE, his founder, Mr Kuan served the City of Orange as the City Transportation Engineer. During his tenure with the City, he conducted a wide variety of traffic and transportation projects, both at local and regional levels. He was directly in charge of developing the City's General Plan Circulation Element as well as a new circulation master plan for a 7100 acre planning area. Mr. Kuan has worked on numerous state and federal grants and funding programs, including OTS, HES, OCUTT, FETSIM, AHFP, and FAU. Mr. Kuan's experience and familiarity with various governmental agencies is a valuable asset in providing expedient project approval process.



C Below

Potholing

Hazen has selected C Below to perform potholing for this project due to highly professional locating and mapping services that C Below brings throughout Southern California. C Below has highly experienced technicians and utilizes the most advanced equipment in the industry. C Below locates horizontal and vertical locations of underground utilities including water, gas, power, waste, communications, and cable/TV. Many different methods are used to locate utilities including GPR (Ground Penetrating Radar), CCTV, utility locators, electromagnetic locators, and potholing. Accurate information is vital in planning and can prevent costly delays from damages caused by cutting, coring drilling, or digging in areas congested by unforeseen hazards in concrete, masonry, and underground. Information can be provided in the form of pull box or electrical reports, potholing reports, underground mapping, 3D modeling, AutoCAD drawings or simply marking surfaces. C Below has completed the potholing services as part of Hazen's team for several water related projects in California.

Section D

Resource Allocation Matrix

The table below presents our proposed resource allocation budget for completing the scope of services. In summary, we estimate that we can complete the work for a total of 1,925 staff hours.

RFP 1200-19W Manhattan Beach Water Improvements												
	Sr. Principal	Sr. Assoc II	Assoc II	Sr. Prin. Eng.		Ast. Eng	Sr. Tech.	Survey	Geotech	Pothole	Traffic Ctrl	
	Principal in Charge	QA/QC	PM	Lead	Costs	Pipe	CAD	KDM	Koury	C-Below	TCE	Hours
	Orjave	Mecklenzie	Borchardt	Valdez	Portner	Rodriguez/Ortega	Robinson					
TASK 1 - PROJECT MANAGEMENT AND MEETINGS												
1.1 Project Administration	0	0	78	18	0	0	0					96
1.2 City Meetings	4	0	36	2	0	0	0					42
1.3 Stakeholder Meetings	8	0	0	0	0	8	0					16
1.4 Quality Control	0	20	0	0	0	0	0					28
SUBTOTAL TASK 1	12	20	114	20	0	8	0	0	0	0	0	174
TASK 2 - BACKGROUND RESEARCH												
2.1 Background Research	0	0	0	16	0	16	0					32
2.2 Site Visit	0	0	16	0	0	16	0					32
SUBTOTAL TASK 2	0	0	16	16	0	32	0	0	0	0	0	64
TASK 3 - UTILITY AND AGENCY COORDINATION												
3.1 Utility Notices and Coordination	0	0	2	8	0	48	0					58
3.2 Plan Check and Permitting Coordination	0	0	5	7	0	0	0					12
3.3 Traffic Control Plans											35	35
SUBTOTAL TASK 3	0	0	7	15	0	48	0	0	0	0	35	105
TASK 4 - SURVEYING AND FIELD VERIFICATION												
4.1 Survey								412				412
SUBTOTAL TASK 4	0	0	0	0	0	0	0	412	0	0	0	412
TASK 5 - POTHOLING												
5.1 Potholing										40		40
SUBTOTAL TASK 5	0	0	0	0	0	0	0	0	0	40	0	40
TASK 6 - GEOTECHNICAL INVESTIGATION												
6.1 Geotechnical Investigation									117			117
SUBTOTAL TASK 6	0	0	0	0	0	0	0	0	117	0	0	117
TASK 7 - CONSTRUCTION PLANS AND SPECIFICATIONS												
7.1 60% Plans, Specs, and Estimate	0	0	9	103	8	111	264					485
7.2 90% Plans, Specs, and Estimate	0	0	6	62	8	56	132					264
7.3 100% Plans, Specs, and Estimate	0	0	4	27	8	19	44					102
SUBTOTAL TASK 7	0	0	19	192	24	186	440	0	0	0	0	661
TASK 8 - BIDDING ASSISTANCE												
8.1 Prepare Addendum	0	0	4	8	0	0	0					12
SUBTOTAL TASK 8	0	0	4	8	0	0	0	0	0	0	0	12
TASK 9 - CONSTRUCTION ASSISTANCE												
9.1 Respond to RFIs	0	0	0	2	8	0	4					14
9.2 Review Shop Drawings	0	0	4	16	0	24	0					44
9.3 Prepare Design Changes	0	0	0	0	0	0	0					0
SUBTOTAL TASK 9	0	0	4	18	8	24	4	0	0	0	0	68
TASK 10 - AS-BUILT PLANS												
10.1 Prepare as-built record drawings	0	0	2	8	0	16	32					58
10.2 Prepare Final Water Valve Drawing	0	0	0	0	0	8	16					24
SUBTOTAL TASK 10	0	0	2	8	0	24	48	0	0	0	0	82
GRANDTOTAL TASKS 1 - 10	12	20	166	277	32	322	492	412	117	40	35	1925

1 See next page for subconsultant work breakdown
2 C-below fee includes 24 potholes.
3 Koury fee includes 12 borings.

Subconsultant Labor Breakdown

C-Below Labor Breakdown

Product Line Items

Product	Quantity
Traffic Control 25-55 MPH	4
Admin	1
Mobilization Potholing	8
Project Coordinator	1
Pothole Report	1
Pothole 0'-5' Deep	17
Pothole 5'-10' Deep	7
Permitting No Fee	1

Product Descriptions

Product Item	Description
Traffic Control 25-55 MPH	Traffic Control setup for 25-55 MPH zones. Subject to Change based on Approved Agency.
Admin	Administration
Mobilization Potholing	Mobilization for Potholing Crew Plus Equipment
Project Coordinator	
Pothole Report	Report 1-10 Potholes. Additional fees will apply for more than 10 potholes.
Pothole 0'-5' Deep	Standard Pothole Includes standard Perma-Patch repair.
Pothole 5'-10' Deep	Standard Pothole Includes standard Perma-Patch repair.
Permitting No Fee	Permitting Fee. Subject to Change based on actual agency prices.

Survey Labor Breakdown

P1901-14Av1 Design for Water (Various Locations) - Manhattan Beach			
	Project Surveyor	Survey Technician	Field Crew 2 Person
1 (B) Background Research	0	9	0
A. Research		9	
2 (E) Survey and Field Verification	0	232	150
A. Compile Field Data, Drafting, CL/ROW, Deliverables		232	
B. Field Surveying			150
3 (H) Construction Plans and Specifications	5	16	0
A. Preliminary Title Report (External Cost)			
B. Prepare and Process Legal Description	5	16	
Total	5	257	150

Traffic Control Labor Breakdown

Water Capital Improvement Project (FY2019-2020)

Street Location
P-12
Artesia Blvd @ Homin St
Traffic Control Design Fee

Man Hours Allocation:			
Employee	Hourly Rate	No. of Hours	Total Fee
Principal		16	
CAD Technician		19	

Man Hours Allocation:

Employee	Hourly Rate	No. of Hours	Total Fee
Principal		50	
CAD Technician		64	

Assumptions:
 o All open excavations to be back-filled or steel-plated during non-working hours
 o No temporary signal/stripping design is anticipated
 o Traffic and all roadways to be restored during non-working hours
 o Traffic Control Engineering Inc. carries a \$1 million e/o insurance limits
 o Caltrans right of way lines to be provided by client/City
 o No traffic control design for by-pass sewer lines
 o Traffic control shall follow the WATCH handbook for all other locations.

Koury Engineering Labor Breakdown

Description	Qty	Unit
Field Exploration		
Hollow Stem Auger Borings - Equipment & Operator	17.0	Hourly
Mob and Demob	2.0	Each
Traffic Control Rental	12.0	Each
Field Services - Boring Layout, Utility Clearance, & Field Personnel		
Project Engineer	4.0	Hourly
Field Staff Engineer/Staff Geologist, including boring location & logging	24.0	Hourly
Principal Engineer QA/QC	3.0	Hourly
Laboratory Soil Testing		
Moisture Content & Dry (Bulk) Density	36	Unit
Sand Equivalent	8	Unit
Corrosion Series (pH, Sulfate, Chloride, Resistivity)	8	Unit
Sieve Analysis	8	Unit
Laboratory Maximum Dry Density & Optimum Moisture Content	8	Unit
Direct Shear	8	Unit
Environmental Testing		
Total Petroleum Hydrocarbons	12.0	Unit
Volatile Organic Compounds(Vocs)	12.0	Unit
Organic Lead	12.0	Unit
California Title 22 metals	12.0	Hourly
Engineering Analysis		
Principal	3.0	Hourly
Project Engineer	6.0	Hourly
Staff Engineer	6.0	Hourly
Report Preparation		
Principal	6.0	Hourly
Project Engineer	6.0	Hourly
Staff Engineer	14.0	Hourly
Project Manager	6.0	Hourly
Drafting	8.0	Hourly
Admin/Clerical or Support Staff	2.0	Hourly

Section F

Contract Exceptions

The following are the contract exception and assumptions:

1. Drawings will be generated using the latest ACAD CIVIL 3D software version 2017 or earlier.
2. Scope of work assumes no system wide hydraulic modeling will be conducted and it is assumed that water lines will be replaced size for size as directed by the City. Should hydraulic modeling will be required, it is assumed that related efforts will be under separate scope and fee.
3. Environmental support or permitting is not included in scope of work
4. Scope of work excludes landscape design or landscape architecture
5. Excludes permits fees and any fees associated with utility requests for mapping and as-builts
6. Excludes corrosion design and analysis (for any ferrous metal pipes)
7. Efforts related to public outreach is assumed to be at a support level for design stage activities. It is assumed the City will be conducting public outreach and board presentations.
8. Assumes no preliminary design document will be prepared and that any design decisions will be based on information discussed or presented in design meetings, or as directed by the City.
9. Scope of work excludes construction meetings

AMENDMENT NO. 1 TO THE DESIGN SERVICES AGREEMENT BETWEEN
THE CITY OF MANHATTAN BEACH AND HAZEN AND SAWYER, D.P.C.

This First Amendment ("Amendment No. 1") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and Hazen and Sawyer, D.P.C., DBA Hazen and Sawyer, a New York corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of June 21, 2021 ("Effective Date").

RECITALS

A. On July 16, 2019 the City and Consultant entered into an agreement for professional services for the Consultant to provide Engineering Design Services for the Water Infrastructure Improvement Project ("Agreement");

B. The Parties now desire to amend the Agreement to increase the Maximum Compensation, extend the term and modify the Scope of Services.

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

Section 1. Exhibit A (Scope of Services) of the Agreement is hereby amended to include additional services by adding the services set forth in the attached Exhibit A (Scope of Services). Exhibit B (Approved Fee Schedule) of the Agreement is hereby amended by adding the attached Exhibit B (Approved Fee Schedule).

Section 2. Section 2 of the Agreement is hereby revised to extend the term of the Agreement through June 30, 2023, unless sooner terminated as provided in Section 12 of the Agreement.

Section 3. Section 3.A of the Agreement is hereby revised to increase the Maximum Compensation amount by \$38,930.35 for a new Maximum Compensation of \$334,180.35.

Section 4. Except as specifically amended by this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year first shown above.

[SIGNATURE PAGE FOLLOWS]

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

City:

Consultant:

City of Manhattan Beach,
a California municipal corporation

Hazen and Sawyer, D.P.C., DBA Hazen
and Sawyer,
a New York corporation

DocuSigned by:
By: Bruce Moe 7/2/2021
Name: Bruce Moe
Title: City Manager

DocuSigned by:
By: Lynn Grijalva 6/17/2021
Name: Lynn Grijalva
Title: Vice President

ATTEST:

DocuSigned by:
By: Hampik Dekermenjian 6/23/2021
Name: Hampik Dekermenjian
Title: Vice President

DocuSigned by:
By: Liza Tamura 7/7/2021
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

DocuSigned by:
By: Quinn Barrow 7/1/2021
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
By: Steve S. Charelian 6/28/2021
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:
By: Erick Lee 6/23/2021
Name: Erick Lee
Title: Interim Public Works Director

EXHIBIT A SCOPE OF SERVICES

Task 301 – Project Management

Additional Project Management effort and communication associated with the multiple schedule delays over a combined period of fifteen months.

Background:

Collectively, it was decided between the City and Hazen & Sawyer (Hazen) that the most efficient approach to submitting the DDW waivers was to wait until the 90-percent design was completed; as a result, the 100-percent design completion was delayed four months to April 24, 2020 (from original delivery date of December 20, 2019) while awaiting waiver approval from DDW. During a second delay of seven months when capital budget was not available for this project, Hazen and the City continued to communicate monthly to prepare for bidding. Additional project management was 8 hours and 10 hours during these times for a total of 18 hours.

Task 307 – Construction Plans and Specifications

Out-of-scope additional design work

Background:

Preparation of the final bid drawing set (100-percent design drawings):

1. Hazen's scope of work and fee assumed that the replacement pipelines for this project would be placed in the same location as the existing distribution pipelines. This would minimize, if not eliminate disturbance to other buried pipelines and maintain existing separations from sewer, storm drain and reclaimed water pipelines. However, during the project kick-off meeting (July 15, 2019) Hazen was informed that the pipeline alignment should be whatever is least disruptive to the residents (to maintain service) and replacement in-kind should be a last resort.

Because the new pipelines were placed in new locations, the separation between certain reaches of the new water main (developed as part of this Project) and existing sewer, storm drain, or reclaimed water pipelines do not meet the required 10-foot separation stipulated by the California Department of

Drinking Water (DDW). This lack of separation was the result of several factors, including the congested nature of the existing subsurface utilities and the City's desire to maintain customer water services to the extent possible during installation of the new water mains by relocating the water main. New construction that would not meet the separation triggered a DDW waiver on a case-by-case basis.

Hazen prepared a comprehensive separation waiver request package (that was not included in the contract scope of work) for the City's submission to the DDW for review and approval. The waiver request package had to meet DDW's recently enacted waiver request submission guidelines and new approval process. The additional effort required to prepare the DDW waivers included multiple coordination calls with the City and DDW, and the preparation of 11 additional cross sections requested by DDW; these additional cross sections were incorporated into the 100- percent design drawings (one additional sheet of drawings) to provide supplemental information to the contractor. The additional effort to complete these waiver requests was identified in several conversations between the City and Hazen and documented in the monthly "Summary of Work" updates.

2. Based on discussions with the City and through the development of the 90-percent design, three tie-in detail drawing sheets were added that were not included in the List of Drawings in Hazen's contract scope of work and budget. These drawings detail each tie-in location to provide greater clarity for the contractor and will facilitate more accurate bids and help minimize questions in the field and change orders. These details are related to specific City initiatives and proposed standards that will be incorporated into this and future designs.

Hazen's assumption for the scope of work included 21 sheets:

- 4 general sheets
- 14 civil/plan and profile sheets
- 3 detail sheets

The final design drawing package includes 25 sheets:

- 5 general sheets (one additional sheet required to capture City required general project notes)
- 12 plan and profile sheets (one sheet for Rock Covenant Church segment was removed from the project after 90% completion. The second sheet was not included because Hazen was able to consolidate the three sheets assumed for Herrin Avenue onto two sheets)
- 3 tie-in details for bidding clarity
- 1 sheet of cross sections for DDW waiver
- 4 detail sheets (one additional sheet required to include all project standard details)

3. Once the reduced capital budget for water infrastructure was determined in the Fall of 2020 (September/October time frame) Hazen and the City PM began working together to determine the best approach for issuing the completed drawings showing only those project segments that could be bid and constructed with the reduced budget. This effort included grouping segments to optimize construction efficiency, addressing high priority areas in need of repair, and minimizing disturbance to residents and schools. As a result, Hazen updated the project specifications and bid schedules for the selected segments and identified base bids and additional bid items to give flexibility to select additional segments that fit the available budget. Hazen also updated the completed design drawings with current City Standard Details and signature blocks. Because a year had passed since the last opinion of construction cost was completed and given the current construction bid climate, an updated cost estimate was prepared for all project segments to enable the City and Hazen to select project segments that fit within the available project construction budget.

Task 303 and 305 Reallocation Credit

Reallocation of budget from two Tasks, 303 Utility and Agency Coordination and 305 Potholing, that were completed efficiently and under budget. The reallocation offsets the additional project management and design costs outlined above.

Key personnel for the services described above include:

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EXHIBIT B APPROVED FEE SCHEDULE

The total additional fee is the combination of additional costs and deducted credits, as follows:

Task	Current Budget	Amendment No. 1	Revised Budget
301 Project Management	\$35,750	+\$4,050	\$39,800
303 – Utility and Agency Coordination	\$7,710	-\$1,089.65*	\$6,620.35
305 – Potholing	\$20,000	-\$2,810.00*	\$17,190
307 – Construction Plans and Specifications	\$137,315	+\$38,780	\$176,095
Total Amendment No. 1:		\$38,930.35	