

## DESIGN SERVICES AGREEMENT

This Design Services Agreement ("Agreement") is between the City of Manhattan Beach, a California municipal corporation ("City") and Moffatt & Nichol, a California Corporation ("Consultant"). The date this Agreement is executed by the City Manager shall be the date this Agreement is effective ("Effective Date"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

### RECITALS

A. City issued Request for Proposals No. E1298-25S on May 14, 2025, titled "Professional Structural Inspection and Engineering Services for the Pier Condition Assessment". Consultant submitted a proposal dated June 18, 2025 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 Professional Structural Inspection and Engineering Services for the Pier Condition Assessment, attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Jerry Holcomb, Project Manager (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

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

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

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 December 31, 2028, unless sooner terminated as provided in Section 12 of this Agreement or extended. The City Manager or his/her designee may extend the term of the Agreement in writing for up to two additional one-year terms, or such other term not to exceed two years from the date of termination, pursuant to the same terms and conditions of this Agreement. If not renewed prior to the termination date, this Agreement may continue on a month-to-month basis under the same terms and conditions for a maximum period not to exceed six months or until renewed, terminated or awarded to a new consultant, whichever is less.

### **3. Compensation.**

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Consultant be paid more than \$228,550 (the “Maximum Compensation”) for such Services.

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

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

agreed to by the Parties in writing. Any additional expense authorized by the City Council or (where authorized) the City Manager shall be reimbursed in the amounts authorized by the City Council or City Manager. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

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

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Invoices must be submitted to Gilbert Gamboa, Principal Civil Engineer, at ggamboa@manhattanbeach.gov. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

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

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

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

#### **6. Information and Documents.**

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

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

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

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

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

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

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

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

**B. Other Indemnities.**

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

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

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

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

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

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

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

## **9. Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **10. Mutual Cooperation.**

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

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

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

## **12. Termination of Agreement.**

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

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

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

**14. Default.**

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

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

**15. Notices.** Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

TO CITY:

City of Manhattan Beach  
Attn: Public Works Department  
3621 Bell Avenue  
Manhattan Beach, California 90266

TO CONSULTANT:

Attn: Jerry Holcomb  
Moffatt & Nichol  
4225 E Conant Street  
Long Beach CA, 90808

COPY TO CITY ATTORNEY:

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

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

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

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

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

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

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

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

**23. Exhibits.** Exhibits A and B 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:

Moffatt & Nichol,  
a California Corporation

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

Name: Talyn Mirzakhian  
Title: City Manager  
Date:

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

Name: Robert W. Beasley  
Title: Vice President

ATTEST:

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

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

Name: Liza Tamura  
Title: City Clerk  
Date:

APPROVED AS TO FORM:

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

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

APPROVED AS TO FISCAL IMPACT:

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

Name: Libby Bretthauer  
Title: Finance Director  
Date:

APPROVED AS TO CONTENT:

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

Name: Ted Semaan  
Title: Interim Public Works Director  
Date:

## **EXHIBIT A SCOPE OF SERVICES**

Consultant shall perform the following services in connection with the structural inspection and engineering services of the Manhattan Beach Pier Condition Assessment:

### **TASK 1: GENERAL ADMINISTRATION AND MEETINGS**

This task will include general project planning and coordination necessary prior to conducting onsite investigations. The Consultant will work with the City to collect relevant existing data, review, and approve project planning documents, and distribute notification materials to stakeholders prior to investigations. In addition, the Consultant will coordinate with the City through the implementation of the inspection, reporting, and recommendation phases and hold meetings to review progress.

#### **ATTEND KICKOFF MEETING**

The Consultant will attend one (1) kickoff meeting to establish project goals. It is assumed two (2) Consultant staff will attend a 90-minute meeting.

#### **DATA COLLECTION AND REVIEW**

Data collection and review efforts will include gathering data and potential site constraints for the existing pier facilities, collecting relevant data from existing City archives, and identifying other relevant existing data useful in developing a basis for the proposed infrastructure condition survey. This data includes plans and specifications of previous nearby relevant projects, existing surveys (if available), and previous permit requirements

#### **DEVELOP PROJECT WORK PLAN**

The Consultant will develop a project work plan for submittal and review by the City Project Manager. The work plan will include inspection safety protocols, inspection staging, and access plans. Before the project's study phase is launched, a customized Project Work Plan will be prepared including the following elements:

- Activity Hazards Analyses (underwater and above water inspections).
- Dive Operations Plan (including site specific above and underwater inspection emergency management plan, safety plan, and emergency contact list).
- All aspects of the field investigations will be analyzed, and risks mitigated by Consultant Safety Officers. This comprehensive safety plan will be provided to the City, prior to commencing field inspection, including Health, Safety, & Environment and Safe Diving Practice Manuals.
- Staging and access plan for all equipment showing location of any potential impacts to the pier's limited access during inspections.
- Input into City provided project information notification summary to local residents regarding potential impacts of the project for posting on City's website.
- Inspection schedule with clearly defined dates for any events to avoid conflicts with site investigations.

#### **PROGRESS MEETINGS**

Attend and run bi-weekly progress meetings at thirty (30) minutes each to ensure quality communication among stakeholders. The goal will be to successfully develop the assessment surveys and deliverables that will become the basis for the City's rehabilitation plan to correct existing deficiencies in an effort to improve the overall condition ratings and safety. Assume bi-weekly over project duration of September to December 2025 (Approximately 10 meetings).

**Deliverables:**

- Site specific above and underwater inspection Project Work Plan.
- Input to City provided project information sheet for distribution to local residents.
- Meeting minutes and agenda.

## **TASK 2 - SITE INSPECTION AND EVALUATION**

The goal of this task is to provide onsite evaluation of structural conditions; structural engineering assessment of damage and deterioration; and recommendations of practical solutions to rehabilitate, restore, or maintain the facility for continued use into the future.

The Consultant's team will perform a repair level inspection of the existing pier in accordance with ASCE's Manual 130, "Waterfront Facilities Inspection and Assessment." Inspections are intended to quantify the extent of existing deterioration and inform recommend repairs to maintain health for the foreseeable life span. Services include above and underwater visual inspection and condition assessment for accessible portions of the existing pier substructure and deck-mounted appurtenances. Assumptions for inspections are based on existing pier geometry (approximately 930-feet long by 90-feet wide at its widest, with an approximately 25-foot wide walkway leading to a 90-foot by 90-foot end platform), number of support piles (approximately 100 concrete piles), and method of construction (concrete piles with shotcrete face and concrete deck structure).

### **INSPECTION TEAM AND EQUIPMENT MOBILIZATION/DEMobilIZATION**

The Consultant will mobilize all personnel, gear, and snooper crane. This includes any Surface Supplied Air (SSA), SCUBA diving gear, boats, and inspection equipment. Crew mobilization and demobilization includes equipment preparation, expenses, and site setup.

- Above-water inspection: Assumes one hour per day for each mobilization and demobilization with two Consultant staff.
- Underwater inspection: Assumes four hours total for each mobilization and demobilization with five Consultant staff.

### **ABOVE-WATER INSPECTION**

The Consultant staff will work with the City Project Manager to identify an above water site inspection program specific to the project needs. The Consultant's inspection team will perform the routine above water inspection in such a manner as to be least disruptive to pedestrian and/or vehicle access. It is anticipated that pier access will be maintained during the inspection, with proper traffic control measures. The Consultant will conduct a visual inspection of the existing pier substructure including piles, pile caps, pile coatings,

deck slabs, curbs, longitudinal beams, and connections between members. Deck-mounted pier appurtenances (railings, light poles, benches, etc.) will be observed for general deficiencies. It is not the intent to inspect pier utilities, (fire water, potable water, electrical, etc.); however, any identified deficiencies will be noted and under-deck utility hangers identified for replacement if found defective. It is understood that the Roundhouse Aquarium is excluded from the Scope of Work, however, any observed issues will be noted. The inspection techniques will conform to the ASCE Waterfront Inspection manual.

Where appropriate to obtain close access to components and where feasible, the underdeck inspection of structural members will be performed using a snooper crane system selected to not exceed the allowable load capacity of the deck in its existing condition. Using a snooper is recommended and is routinely used to gain access to deck components not accessible from a boat, due to the pier deck height. This will allow the Consultant to gain access to most of the under-deck substructure. Additional above water inspection will be done by boat and free swimmers as necessary.

1. The scope of services includes a fee for equipment rental and manufacturer-provided operation staff for snooper crane.
2. The scope of services assumes the boat used for dive operations will require overnight storage at a local marina berth. The scope of services includes a slip rental and transportation fee associated with this expense.
3. Assumes three (3) days total for above water inspections, with two Consultant staff.

## UNDERWATER INSPECTION

The underwater inspection will be conducted using SSA divers and hard-wired communications to a dive center set up on a dive boat moored and/ or anchored adjacent to the pier. Underwater inspection will be performed using engineer-divers. The underwater inspection methods are based upon ASCE – Manual 130 “Waterfront Facilities Inspection and Assessment” standard practices. In accordance with these criteria, the underwater inspection will include the following:

- Level I Inspection Effort – 100% of the piles. Includes visual inspection of the accessible underwater components (piles) without the removal of marine growth. This level of inspection is used to detect major damage or deterioration and confirm continuity of components.
- Level II inspection Effort – minimum of 10% of the piles. Includes pile diameter measurements, clean marine growth in 12-inch wide bands at top-middle-and bottom of piles. This level is used to determine more detailed characterization with inspection using hand tools to sound elements. The 10% quantity is consistent with recommendations of ASCE Manual 130.
- Level III Inspection - Not anticipated to be performed as part of the base inspection effort. Includes destructive or partially destructive testing methods (concrete core sampling). However, these services can be performed if deemed necessary by

inspection teams after Levels I and II observations. Additional scope and fee has been provided for these suggested elements as 'optional' items under Task 3.

The underwater portion of the structure is considered to extend from the mudline to approximately +3.0 feet elevation, relative to the Mean Lower Low Water (MLLW) datum. The underwater inspections will be coordinated with a low-surf window to take advantage of improved below-water visibility. The inspection of the piles in the surf zone will be performed at high tide for the outboard piles and at low tide for the near shore and inshore piles. In addition, the Consultant will perform depth soundings along the length of the pier at approximately 50 foot intervals to gather approximate current bathymetry of the mudline profile. It is assumed unforeseeable delays due to weather or environmental factors which may affect inspection safety may require additional effort not considered as part of this proposal. The inspection team will perform the underwater inspection in a manner that existing environmental and wave conditions will safely allow. Forecasts for tide, ocean swell, and weather will be monitored and reviewed to select site inspections to occur on dates which have the least probability of impact due to weather delays.

- Assumes two (2) days total for underwater inspections, with five Consultant staff.

Deliverables:

- Field inspection notes

### **TASK 3 (OPTIONAL) - TESTING, ANALYSIS, AND SPECIALIZED TESTING EQUIPMENT**

If approved in writing by City staff to benefit the project, the Consultant may recommend and be authorized to perform additional testing, site investigations, and data gathering techniques for refinement of pier condition assessment results beyond the industry standard Levels I and II routine inspection. Below is an itemized list of 'optional' testing methods that could be used for gathering additional data.

#### **CONCRETE CORING AND LABORATORY TESTING**

In accordance with ASCE Manual 130, the Consultant will perform Level III Special Inspection efforts along the pier and will consist of concrete cores from a total of two (2) piles, two (2) pile caps, and one (1) deck slab. Above-water and underwater concrete coring will be executed for a total of five (5) samples. This effort will consist of concrete coring to retrieve samples for delivery to a laboratory for testing. Laboratory testing will consist of:

- Compressive Strength Tests – Perform concrete core compressive break test to measure concrete compressive strength and identify any reduction in compressive strength due to environmental degradation. This testing will also help calibrate the data collected with Schmidt Hammer testing. One (1) sample will be utilized for compressive strength testing:
  - One above water core from deck.

- Petrographic Analysis – Perform petrographic and microscopic observations to identify concrete defects. This test will help determine how chemical processes within the concrete may be affecting its ability to perform. Two (2) samples will be collected for petrographic analysis:
  - One underwater core from piles.
  - One above water core from pile caps.
- Chloride Profile – Perform testing to identify chloride ion content at depths up to four inches into the concrete core. This test will help estimate the remaining service life of the concrete structure. Two (2) samples will be collected for chloride profile analysis:
  - One underwater core from piles.
  - One above water core from pile caps.

#### GIS MAPPING AND DATA OUTPUT

The Consultant would utilize ArcGIS tools for creating an inventory of pier defects that can be linked with the City's maintenance and repair records and/or current GIS systems. The Consultant will input data in the field using tablet devices with GIS database software used to update the City's overall GIS database. Additional field notes collected from inspection crews will also be transcribed into the GIS database. Relevant information uploaded to the database will include photos of existing inspection items, detailed description of deficiencies, and any change in condition from previous inspection conditions. A GIS map will be generated indicating all identified deficiencies with a color-coded legend. The GIS map will also include a grid numbering system for the pier for identification and tracking of element defects. Efforts in general include:

- Develop GIS Map - utilizing as-built records of the pier, generate shape files for layout of the pier and structural elements.
- Track and Implement Inspection Data - collect inspection data in the field utilizing tablet devices. Link defect summaries, photos, and property data to shape files in GIS maps.
- Map load capacity ratings of the pier deck areas and provide Professional Engineer stamped and signed load calculations.
- Coordination for Implementation into City's GIS - output ArcGIS metadata and coordinate with City's GIS manager to merge data with City's GIS system data.

#### Deliverables:

- Laboratory testing data and explanation of laboratory tests and results.
- GIS Map and database inputs for identified deficiencies.

#### TASK 4 - DATA REPORTING

The Consultant will prepare a report containing a clear narrative, accurate figures, photos, identified deficiencies, and supporting documentation. The report will include evaluation of the overall condition of the pier, as well as individual elements. Finally, itemized deficiencies will be given for the short-term (immediate to 1 year), midterm (2 to 5 years), and long-term (5-10 plus years) directives. One (1) report will be generated for the pier, organizing the information as follows:

- Executive summary.
- Detailed list of findings organized from Bent 1 – seaward.
- Findings will be transferred onto a map or drawings for visual aid.

The objective will be to develop, if possible, a maintenance plan to extend the service life of the existing facilities in accordance with the City's planned capital improvements program. Identified deficiencies will be summarized and recommendations provided for the following criteria:

- Condition assessments will be presented in a hierarchical manner considering severity of damage, location, and impact to overall structural integrity, and operational use of the facilities.
- Expected remaining service life of the structural elements related to repair/replace options.
- Detailed data table with all defects and damage noted.
- Above-water and underwater inspection photos.
- Load capacity rating of the pier deck areas.
- Identified repair defects requiring URGENT attention:
  - a. Areas potentially presenting hazards to personnel and public.
  - b. Areas exhibiting failed conditions potentially resulting in loss of revenue or danger to property.
  - c. Incorporate critical future or ongoing nearby project timelines (if applicable).

Deliverables:

- Inspection and Condition Assessment Report (Draft and Final Milestones)

#### TASK 5 - RECOMMENDATIONS FOR REHABILITATION

The Consultant will work with the City to develop conceptual repair or upgrade alternatives for the pier improvements to adequately correct identified deficiencies, while minimizing capital improvement investment. The Consultant will develop conceptual design alternatives, assist the City in selecting a preferred design alternative per pier structural elements as identified in the condition assessment report, and prepare conceptual sketches of the preferred design alternatives. Designs will be based on existing site constraints, public access requirements, and with the goal of informing the entitlement and final design process (future CIP project phase).

Plans will be prepared on the Consultant's standard title block sheets using AutoCAD format. Drawings will include approximate dimensions pertaining to the pier repairs along with identification of typical material types and structural elements. Identified deficiencies will be recommended for repair considering the following criteria:

- Maintaining facility access: if possible, repairs should be configured for implementation with minimal or no pier closures.
- Ease of maintenance: maintenance personnel should be involved with review of the repair concepts with a goal of minimizing maintenance.
- Available onsite construction equipment and repair techniques used in ongoing pier repair and ease of execution.
- Opportunities to minimize environmental impacts.

The following sheets are anticipated as part of the submittal:

- Plan View – Existing Conditions. (1-sheet)
  - Coordinated reference data, site boundaries, harbor bottom elevations (if available), limits of work areas.
  - Base map of project site using existing available site boundaries, surveys, bathymetry, and site topography.
- Plan View – Proposed Layout Alternatives and Typical Cross Sections. (2-sheets)
  - Plan dimensions of proposed structures and locations of relocated and/or modified structures.
  - Recommendations to modify existing waterfront infrastructure to best incorporate as part of future repairs
  - Typical cross sections indicating structural material types, framing elements, and connections.
  - Evaluation of options to consider potential grade increase to account for effects due to sea level rise (SLR).

The Consultant will work with City staff to develop a maintenance program, including providing recommendations and instructions on regular preventative maintenance, as to prolong the life of the pier structure. Technical recommendations will include, but not be limited to:

- Sequencing plan and procedures for installation.
- Typical replacement material parts, quantities, and specifications.
- Necessary maintenance and usage restrictions.
- Estimate of probable quantities for replacement parts due to normal wear and tear.
- Coordinating with City staff to confirm recommendations for regular preventative maintenance

Deliverables:

- Description of recommended repair/replace options with concept drawings (incorporated into Report in Task 4 Deliverables).
- Recommendations for City Maintenance Program (incorporated into Report in Task 4 Deliverables).

## TASK 6 – COSTS

- Prepare rough order-of-magnitude construction cost estimates to include an accuracy of -30% to +50% (Class 5) in accordance with American Association of Cost Estimating (AACE) International guidelines. Estimates to be itemized for the short-term (immediate to 1 year), midterm (2 to 5 years), and long term (5-10 plus years) directives.
  - a. Estimates to include repair estimates for one (1) preferred improvement scenario.
  - b. A qualified and experienced Professional Engineer with expertise in estimating construction costs for waterfront infrastructure will generate a construction cost estimate for the waterside project elements as addressed in this scope of work. The cost estimate will be produced in conformance

with the Class 5 standards set by the AACE International Recommended Practice No. 56R-08.

**Deliverables:**

- Construction Cost Estimate (Draft and Final)

EXHIBIT B  
APPROVED FEE SCHEDULE

Project Tasks <sub>1,2,3</sub>	Moffatt & Nichol														Task Totals		
												Field Work Day Rates <sup>4</sup>					
	Principal Eng./Sci	Supervisor Eng./Sci	Senior Eng./Sci	Eng./Sci III	Eng./Sci II	Eng./Sci I	Staff Eng.	Senior Tech.	CADD Designer	CADD II	Word Processor						
	P-9, P-8	P-7	P-6	P-5	P-4	P-3	P-1, P-2	T-5	T-4	T-3	A-4, A-3	UW Inspection	AW Inspection	UW Coring		AW Coring	
	\$354	\$338	\$315	\$297	\$261	\$235	\$189	\$255	\$240	\$206	\$120	\$13,415	\$15,278	\$20,912		\$15,310	
Base Project Tasks																	
Task 1 - General Administration and Meetings																	
1.1 Attend Kickoff Meeting	2	4					2									\$2,438	
1.2 Data Collection & Review	2	4			4		16									\$6,128	
1.3 Develop Project Work Plan / Safety Docs	2	2		2			4	8		4						\$5,598	
1.4 Project Management		20		4	8		8				8					\$12,508	
1.5 Progress Meetings		5		5			5									\$4,120	
Task 2 - Site Inspection and Evaluation																	
2.1 Team Mobilization / Demob (Team 5: 4 hr. ea. way + Boat)				8	8		8	16		12						\$12,528	
2.2 Underwater Inspection (2 Dive Days, no coring)												2				\$26,830	
2.3 Above Water Inspection (3 Days, no coring)													3			\$45,834	
Task 3 (OPTIONAL) - Testing, Analysis, and Specialized Testing Equipment - See Additional Optional Tasks Table Below																	
3.1a Level III Concrete Coring (UW)																\$0	
3.1b Level III Concrete Coring (AW)																\$0	
3.2 GIS Mapping and Data Output																\$0	
Task 4 - Data Reporting																	
4.1 Condition Assessment Report	4	8		8			40		8	20	16					\$22,016	
Task 5 - Recommendations for Rehabilitation																	
5.1 Develop Rehabilitation Recommendations	2	4		16			24		8							\$13,268	
Task 6 - Cost																	
6.1 Develop Engineers Cost Estimate	2	40					20									\$18,008	
Subtotal Base Project Estimate																\$169,276	
Project Tasks <sub>5,6,7</sub>	Moffatt & Nichol														Task Totals		
													Field Work Day Rates <sup>4</sup>				
	Principal Eng./Sci	Supervisor Eng./Sci	Senior Eng./Sci	Eng./Sci III	Eng./Sci II	Eng./Sci I	Staff Eng.	Senior Tech.	CADD Designer	CADD II	Word Processor						
	P-9, P-8	P-7	P-6	P-5	P-4	P-3	P-1, P-2	T-5	T-4	T-3	A-4, A-3	UW Inspection	AW Inspection	UW Coring		AW Coring	
	\$354	\$338	\$315	\$297	\$261	\$235	\$189	\$255	\$240	\$206	\$120	\$13,415	\$15,278	\$20,912		\$15,310	
Additional Optional Tasks																	
Task 3 - Testing, Analysis, and Specialized Testing Equipment (Optional)																	
3.1a Level III Concrete Coring (UW)														1		\$20,912	
3.1b Level III Concrete Coring (AW)															1	\$15,310	
3.2 GIS Mapping and Data Output		8		24		8	60									\$23,052	
Subtotal Additional Optional Tasks Estimate																\$ 59,274	
Total Project Estimate																\$228,550	

- Notes:
1.

Tasks to be Billed on a Time-and-Materials and Reimbursable Expenses Not-to Exceed Basis
2.

Scope/fee assumes M&N attendance at one (1) in-person kick-off meeting, and ten (10) bi-weekly tele-conference meetings with City staff
3.

Scope and Fee does not include stand-by allowance due to inclement weather or unforeseen conditions. In the event work is impacted by these conditions, we will work with the City to develop a fee for stand-by allowance.
4.

Other Direct Costs (ODC's) and expenses for inspection and dive equipment, repro, postage, reports, meeting materials, and mileage have been incorporated into 'Field Work Days' as outline in RFP. Additional information can be provided upon request for fees.
5.

If required, M&N has included concrete coring and laboratory testing of up-to ten (10) samples under Task 3 'Testing, Analysis, and Specialized Testing Equipment'.
6.

If required, M&N has included a scope and fee for GIS Mapping and figures for identification of defect data into comprehensive electronic data base.



## RATE SCHEDULE FOR PROFESSIONAL SERVICES

Effective March 1, 2024, Until Revised

	<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>	
PROFESSIONALS	Supervisory Engineer/Scientist	\$338.00	
	Senior Engineer/Scientist	\$315.00	
	Engineer/Scientist III	\$297.00	
	Engineer/Scientist II	\$261.00	
	Engineer/Scientist I	\$235.00	
	Staff Engineer/Scientist	\$189.00	
TECHNICIANS	Senior Technician	\$255.00	
	Designer	\$240.00	
	CADD II	\$206.00	
	CADD I	\$153.00	
PROJECT ADMINISTRATION/CLERICAL	Project Assistant/General Clerical	\$100.00	
	Administrator II/Word Processing	\$120.00	
	Project Administrator	\$135.00	
	Senior Project Administrator	\$150.00	
SPECIAL	Principal Engineer/Scientist	\$354.00	
	Deposition and Trial Testimony	\$633.00	
ARCHITECTURAL SERVICES	Principal Architect/Planner/Designer	\$358.00	
	Senior Architect	\$290.00	
	Senior Project Designer	\$250.00	
	Architect	\$190.00	
	Senior Designer	\$151.00	
	Designer	\$122.00	
REIMBURSABLE EXPENSES (Unless Otherwise Provided in Written Agreement)			
Subcontracts or Outside Services		Cost + 10%	
Reproductions	– In House	Mylar Plots (B/W)	\$2.70/SF
		Color Plots	\$4.90/SF
		Vellum Plots (B/W)	\$1.70/SF
		Bond Plots (B/W)	\$1.10/SF
		Drawing Reproduction	Cost +10%
		Document Reproduction	\$0.17/sheet
	– Outside Reproduction	Cost + 10%	
	Travel	Company Auto	Prevailing IRS
Rental Vehicle		Cost	
Airfare		Cost	
Meals and Lodging		Cost	

[illegible]

**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.

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

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

10. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

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

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the

provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

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

13. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor’s expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys’ fees, and other related costs and expenses. All duties of Contractor under this Section shall survive the termination of the Agreement.