

DESIGN SERVICES AGREEMENT

This Design Services Agreement ("Agreement") is dated July 2, 2019 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and Pcubed Associates, Inc., a California 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. 1209-19 on March 21, 2019, titled "Professional Design Services for the Parking Structure Lot 4 Repairs Project". Consultant submitted a proposal dated May 1, 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 professional design services for the Parking Structure Lot 4 Repairs Project described in the Scope of Services (the "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 Pawan R Gupta, 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 December 31, 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 \$62,120.00 for such Services.

B. Expenses. City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit B**. In no event shall reimbursable expenses collectively exceed the total sum of \$400.00.

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 \$12,500.00 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 \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$300,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

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

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

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

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

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

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

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

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

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

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

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

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

K. 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:

If to City:

Attn: Anastasia Seims, P.E.
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5361
Email: aseims@citymb.info

If to Consultant:

Pawan R Gupta
Pcubed Associates, Inc.
221 E Lexington Drive, Unit 304
Glendale, CA 91206
Telephone: (818) 920-8001
Email: pawan@pcubedassociates.com

With a courtesy copy to:

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

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

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

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

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

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

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

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

23. Exhibits. 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:

Pcubed Associates, Inc.
a California corporation

By: _____

Name: Bruce Moe
Title: City Manager

By: _____

Name: PAWAN R. GUPTA
Title: PRESIDENT / PRINCIPAL

ATTEST:

By: _____

Name: PRARHA GUPTA
Title: SECRETARY

By: _____

Name: Liza Tamura
Title: City Clerk

PROOF OF AUTHORITY TO BIND CONTRACTING
PARTY REQUIRED

APPROVED AS TO FORM:

By: _____

Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO CONTENT:

By: _____

Name: Steve S. Charelian
Title: Finance Director

EXHIBIT A SCOPE OF SERVICES

METHODOLOGY/WORK PLAN PART I LOT 4 REPAIRS

PCUBED ASSOCIATES
CONSULTING ENGINEERS

PROJECT WORK PLAN

Pcubed has prepared a restoration program to address the existing concerns for Parking Lot 4 for the City of Manhattan Beach, CA.

PROJECT MANAGEMENT

After the consultant selection announcement, we will sit down with the city representatives and other involved stakeholders for a pre-design kickoff meeting to discuss the intent, process, and expectations for the project. We have found these preliminary meetings to be key to establishing a shared vision for the work and for coordination. We understand that the City plans to keep the facilities operational during the construction phase, we will discuss the budgets, project expectations, time constraints and extent of disruption expected during construction operations.

Throughout the duration of the project we will conduct periodic conference calls with the City representatives and stakeholders to provide updates on project schedule, get clarifications and coordinate the work. These are important forums for the team to provide updates on the progress of work, coordinate work areas, signage, access and protection needs and get feedback from the City.

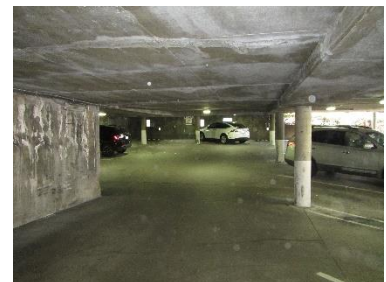
We have a robust Quality Assurance and Quality Control program for the project. An experienced engineer will review the documents at critical stages of the project (60% CDs and 100% CDs). The QA/QC engineer will conduct an overall review of the documents and provide feedback on the quality of the documents point out elements that may be missing. In our experience having a fresh pair of experienced eyes review the documents is invaluable in catching possible errors and constructability issues.

TASK I DESIGN DEVELOPMENT

Phase 1 Pre-Design Investigations

In this phase we will visit the parking structure to conduct a property survey and confirm estimated work and quantities indicated in the condition assessment report from September 2013. We will:

- Conduct brief interviews with the city staff to understand the site constraints and history of previous work and issues.
- Review the previous condition assessment report and any existing drawings that are available for the structure and



in discussions with the city and available budget and develop a list of task items that will be included in this year's repair program.

- Visually examine the floors, ceilings, beams, walls, columns, perimeter barrier walls and curbs to locate areas of cracking and distress. Sounding devices such as Chain drag, and hammer tapping will be used to confirm/locate and quantify loose, delaminated or damaged concrete on floors, ceilings, beams, columns and curbs.
- Any changes in the repair items/quantities will be discussed with the City representatives for inclusion in the current scope of current work and the approved budget. Additional alternatives may also be presented with pros and cons as well as cost implications for discussion and guidance from the City representatives.

Phase 2 Boundary and Topographic Survey and Accessibility Plan

Boundary and Topographic Survey

We will conduct a boundary and topographic survey for the property.

- The survey will include research of public records at the jurisdictional Dept. of Public Works, an onsite field survey to locate and establish the property lines in relation to the surrounding streets and adjacent properties. The setting of permanent monuments is not included in this proposal, but the location of any found property corners will be shown on the survey drawing.
- The survey will also include any easements or other conditions as outlined in the title policy as provided by the client. Currently we have not included the setting of corner markers that require recording and filing with the County.
- The survey will include boundary lines, delineation of plottable easements, an onsite field survey to locate structures, buildings and other man-made objects and important natural features; spot elevations related to the jurisdictional bench mark system; building floor elevations; contours at 1 foot intervals (typical); location and type of observable utilities; existing street conditions; location and size of trees with 6 in. or greater diameters; any easements or other restrictions will be shown based on the title package provided by the client including a recent title policy and supporting documents.



Accessibility Plan

We will prepare plan to accommodate the removal and replacement of handicap stalls and access for ADA compliance. This plan will show any repaving or grading required for compliance with ADA requirements. Plan will show all vertical and horizontal distances to meet City, State and Federal regulations including the grades, length and dimension of each ADA ramp and stall dedicated to the building and the connection of the path of travel from the public right-of-way (sidewalk) to the handicap stalls (within the plot limit only. Outside path of travel is not included in our current scope of work).

Paving and Striping Plans

We will prepare paving and striping plans for the new parking areas in accordance with City standards and show new space layouts and ADA handicapped access spaces.

Phase 2 Construction Documents

Once the City representatives have reviewed and agreed with the bid items and budget, Pcubed will prepare plans, details and technical specifications for competitive bidding and implementation of selected repairs. We will present the progress technical drawings and outline specifications along with a preliminary cost estimate to the City representatives for 60% review. All CAD drawings will use a 24"x36" sheet size with the City of Manhattan Beach standard title block.

Based on the available budget and City's review comments we will modify the drawings and develop the technical specifications for the repairs. These documents will be provided to the City representative for 90% review along with a more refined cost estimate.

The City review comments will be incorporated into the 100% construction documents. We will also work with the City to incorporate the front-end Division 1 specifications into the full specifications package at 100% construction documents.

Our deliverables will include design calculations, construction drawings, specifications and quality control testing requirements by an independent testing laboratory (as required). All of the work will be completed under a California Registered Professional Engineer and all final deliverables will be stamped by a California Professional Engineer for bidding/permitting.



The 100% documents will be submitted to the City for Plan Check. We will meet with the plan checker as necessary to resolve plan check comments and finalize the construction documents for public bidding.

TASK II PREPARATION OF PROJECT COST ESTIMATES

Engineer's cost estimates will be completed along with Task I at 60%, 90% and 100% CD stage

TASK III BIDDING AND CONSTRUCTION SERVICES

Phase 1 Bidding Assistance

During the bidding phase, we will:

- Attend a pre-bid conference scheduled by the City to discuss the projects scope and constraints with the contractors.
- We will also assist the City in developing responses to any requests for information and issue clarifications/addenda to the construction documents as necessary.

Phase 2 Construction Services

During this phase, the contractor will implement repair work in accordance with the contract documents. We will provide the following services during construction:

- Attend a pre-construction meeting with the selected contractor to discuss the project phasing and schedule.
- Review contractor's material submittals for general conformance with the contract documents.
- Provide responses to RFI's, substitution requests and prepare design changes as necessary.
- Visit the site as necessary to observe the construction and provide consultation and support to the city to resolve issues in the field.

Task 4: Project Close-out

At the completion of the project we will assist the city with the close-out documents. We will prepare a Punch list of outstanding items for the contractor to complete. Once the items have been addressed by the contractor, we will confirm the completion of the work. At the completion of the work we will help prepare the final record drawings with input from the contractor.



RESOURCE ALLOCATION MATRIX AND SCHEDULE

PART I LOT 4 REPAIRS

RESOURCE ALLOCATION AND SCHEDULE

| ACTIVITY/TASK | | PROJECT EFFORT/COST | | | | | | | PROJECT SCHEDULE | | |
|---|---|---------------------|------------------|------------------|-------------------|-------------------|-------------------|------------------|------------------|------------------|------------------|
| ITEM | TASK DESCRIPTION | PRINCIPAL | SR. CONSULTANT | CONSULTANT | SR. CONSULTANT | CAD DRAFTER | TOTAL LABOR (HRS) | TOTAL LABOR | DURATION (DAYS) | START | END |
| | | \$ 250 | \$ 185 | \$ 150 | \$ 185 | \$ 85 | | | | | |
| Task 1 | Design Development | | | | | | | | 288 | 19-Aug-19 | 1-Jun-20 |
| 1 | Project Management | 4 | 8 | | | | 12 | \$ 2,480 | 612 | 19-Aug-19 | 22-Apr-21 |
| 2 | Pre-Design kick off | 4 | 4 | | | | 8 | \$ 1,740 | 15 | 23-Aug-19 | 6-Sep-19 |
| 3 | Review Existing Documents | | 2 | | | | 2 | \$ 370 | 19 | 19-Aug-19 | 6-Sep-19 |
| 4 | Structural Survey to Confirm Quantities | | 8 | 12 | | | 20 | \$ 3,280 | 16 | 6-Sep-19 | 21-Sep-19 |
| 6 | Confirm Restoration Program/Budget | | 4 | | | | 4 | \$ 740 | 15 | 21-Sep-19 | 5-Oct-19 |
| 7 | 60% Plans and Specs for City Review | 4 | 8 | 32 | 4 | 40 | 88 | \$ 11,420 | 57 | 19-Oct-19 | 14-Dec-19 |
| 8 | 90% Plans and Specs for City Review | | 4 | 16 | | 8 | 28 | \$ 3,820 | 22 | 11-Jan-20 | 1-Feb-20 |
| 9 | 100% Plans and Specs for Plan Check | 2 | 2 | 4 | 2 | 8 | 18 | \$ 2,520 | 15 | 15-Feb-20 | 29-Feb-20 |
| 10 | Plan Check Review | 4 | 4 | | | | 8 | \$ 1,740 | 36 | 29-Feb-20 | 4-Apr-20 |
| 11 | Incorporate Plan Check Comments | | 4 | | | 8 | 12 | \$ 1,420 | 15 | 4-Apr-20 | 18-Apr-20 |
| 12 | Final Bid Documents | | 4 | | 2 | 4 | 10 | \$ 1,450 | 45 | 18-Apr-20 | 1-Jun-20 |
| Task 1 Sub-Total= | | 18 | 52 | 64 | 8 | 68 | 210 | \$ 31,000 | | | |
| Design Development Sub-Total= (Cost) | | \$ 4,500 | \$ 9,620 | \$ 9,600 | \$ 1,480 | \$ 5,780 | \$ 31,000 | | | | |
| Task 2 | Project Cost Estimates | | | | | | | | 82 | 14-Dec-19 | 4-Mar-20 |
| 1 | 60% Project Cost Estimate | 1 | 8 | | 1 | | 10 | \$ 1,915 | 5 | 14-Dec-19 | 18-Dec-19 |
| 2 | 90% Project Cost Estimate | | 4 | | | | 4 | \$ 740 | 5 | 1-Feb-20 | 5-Feb-20 |
| 3 | 100% Project Cost Estimate | | 4 | | 1 | | 5 | \$ 925 | 5 | 29-Feb-20 | 4-Mar-20 |
| Task 2 Sub-Total= | | 1 | 16 | 0 | 2 | 0 | 19 | \$ 3,600 | | | |
| Project Cost Estimates Sub-Total= (Cost) | | \$ 250 | \$ 2,960 | \$ - | \$ 370 | \$ - | \$ 3,600 | | | | |
| Task 3 | Bidding and Construction | | | | | | | | 110 | 2-Jan-21 | 22-Apr-21 |
| 1 | Pre-bid meeting/ RFI Responses/Addenda | 4 | 8 | | | 4 | 16 | \$ 2,820 | 42 | 15-Jun-20 | 26-Jul-20 |
| 2 | Pre-Con Meeting | | 4 | | | | 4 | \$ 740 | 1 | 2-Jan-21 | 2-Jan-21 |
| 3 | Submittals Review | | 8 | | | | 8 | \$ 1,480 | 28 | 2-Jan-21 | 29-Jan-21 |
| 4 | Field Observations/Site Meetings (3) | | 18 | | | | 18 | \$ 3,330 | 91 | 2-Jan-21 | 2-Apr-21 |
| 5 | RFI/Design Revisions | | 4 | | | 4 | 8 | \$ 1,080 | 91 | 2-Jan-21 | 2-Apr-21 |
| 6 | As-Built Drawings | | 4 | | | 8 | 12 | \$ 1,420 | 21 | 2-Apr-21 | 22-Apr-21 |
| Task 3 Sub-Total= | | 4 | 46 | 0 | 0 | 16 | 66 | \$ 10,900 | | | |
| Bidding and Construction Sub-Total= (Cost) | | \$ 1,000 | \$ 8,510 | \$ - | \$ - | \$ 1,360 | \$ 10,900 | | | | |
| | Item | PM | Eng III | Eng I | 2-Man Crew | 1-Man Crew | | | | | |
| | | \$180.00 | \$ 140.00 | \$ 130.00 | \$ 300.00 | \$ 190.00 | | | | | |
| Task 4 | Surveying/Striping and ADA Study | | | | | | | | 270 | 6-Sep-19 | 1-Jun-20 |
| 1 | JMC ² Boundary and Topo Survey | 4 | | 16 | 9 | 8 | 37 | \$ 7,020 | 7 | 6-Sep-19 | 12-Sep-19 |
| 2 | JMC ² ADA Site Study | 4 | 24 | 16 | | | 44 | \$ 6,160 | 14 | 12-Sep-19 | 25-Sep-19 |
| 3 | Parking Stall Striping Plans | 4 | 12 | 8 | | | 24 | \$ 3,440 | 227 | 19-Oct-19 | 1-Jun-20 |
| Task 4 Sub-Total= | | 12 | 36 | 40 | 9 | 8 | 105 | \$ 16,620 | | | |
| Surveying/Striping and ADA Study Sub-Total= (Cost) | | \$ 2,160 | \$ 5,040 | \$ 5,200 | \$ 2,700 | \$ 1,520 | \$ 16,620 | | | | |
| B | Miscellaneous Direct Expenses | | | | | | | | | | |
| | Item | | | | | | | Misc | | | |
| | | | | | | | | \$ 1.00 | | | |
| 1 | Reprographics/Misc | | | | | | 400 | \$ 400 | | | |
| B Sub-Total= | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 400 | \$ 400 | | | |
| Total Hours = | | 35 | 150 | 104 | 19 | 92 | 400 | | | | |
| Total Labor Cost = | | \$ 7,960 | \$ 26,140 | \$ 14,800 | \$ 4,600 | \$ 8,620 | | \$ 62,120 | | | |
| Miscellaneous Direct Expenses Sub-Total= | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 400 | \$ 400 | | | |
| | | 13% | 42% | 24% | 7% | 14% | Total | \$ 62,520 | | | |

EXHIBIT B
APPROVED FEE SCHEDULE
RESOURCE ALLOCATION MATRIX AND SCHEDULE
PART I LOT 4 REPAIRS

PROJECT FEE

| TASK | DESCRIPTION | FEES | EXPECTED EXPENSES |
|--------------|------------------------------|------------------|--------------------------|
| I | Design Development | \$ 31,000 | \$ 400 |
| IA | Boundary and Topo Survey | \$ 7,020* | |
| IB | ADA Site Study | \$ 6,160* | |
| IC | Parking Stall Striping Plans | \$ 3,440* | |
| II | Project Cost Estimates | \$ 3,600 | |
| III | Bidding and Construction | \$ 10,900 | |
| TOTAL | | \$ 62,120 | \$ 400 |

*JMC² costs, see resource allocation matrix and cost schedules

BILLING RATES

PCUBED ASSOCIATES
CONSULTING ENGINEERS

2019 Billing Rates

Pcubed Associates Billing Rates

| Designation | Rate/Hr |
|--------------------------|----------------|
| Principal | \$ 250.00 |
| Associate Principal | \$ 225.00 |
| Design Director | \$ 200.00 |
| Senior Consultant | \$ 185.00 |
| Consultant | \$ 150.00 |
| Engineer | \$ 125.00 |
| CAD Drafter | \$ 85.00 |
| Technician | \$ 80.00 |
| Project Accountant | \$ 80.00 |
| Administrative Assistant | \$ 75.00 |

JMC² Billing Rates

| Designation | Rate/Hr |
|---------------------|----------------|
| Project Manager | \$ 180.00 |
| Engineer III | \$ 140.00 |
| Engineer I/CAD Tech | \$ 130.00 |
| 2-Man Survey Crew* | \$ 150.00 |
| 1-Man Survey Crew* | \$ 190.00 |

* Prevailing Wages

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

PROJECT UNDERSTANDING/SCOPE

PART I LOT 4 REPAIRS

PCUBED ASSOCIATES
CONSULTING ENGINEERS

The City owns, maintains and operates the parking structure (Lot 4) at the corner of Rosecrans Avenue and Highland Avenue. It is a two-level parking structure with an approximate capacity of 78 vehicles. The structural system of the parking garage consists of one-way cast-in-place post-tensioned (PT) slab supported on wide shallow beams. The PT beams are supported by cast-in-place circular columns and cast-in place concrete walls on the North, East and West sides of the property.

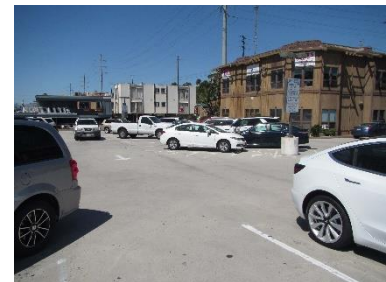
A condition assessment of the parking structure was conducted in 2013. It is our understanding that the City would like to address the concerns highlighted in the 2013 assessment report for Lot 4 and is seeking an experienced restoration consultant to help develop construction documents and provide construction administration services to bring the project into compliance with the current standards.

The city of Manhattan Beach has a considerable investment in this parking facility and in providing safe and efficient parking for its patrons. The scope of work for the project includes repairing cracks, spalls and other types of deterioration from the surface as well as the soffit of the elevated concrete slab. The perimeter barrier rails on the three sides of the upper deck are not code compliant. The city would like to upgrade the system without compromising the parking on the upper deck. Additionally, there is considerable amount of efflorescence that is visible due to prolonged water infiltration through the concrete wall along the north side of the property. Since the property is owned by the adjacent neighbor the access to the positive side is limited. The City would like the consultant to develop recommendations to reduce the future infiltration through the wall by chemical grout injection.

If the budget allows the City would like to improve the aesthetics of the facility by cleaning the water infiltration stains and painting the ceilings, columns and walls to brighten the facility.

We understand that the structure provides parking and revenue for the City and is critical for business around. The City would like to keep the structure operational during the repair phase.

At Pcubed, we have assembled a team of experienced restoration consultants who have assessed and repaired hundreds of parking structures. We have special expertise in assessing and repairing post-tensioned structures. The principal-in-charge of the project Pawan Gupta conducted the assessment of Lot 4 in 2013 and knows and understands the issues on the structure and the project constraints. We have a robust quality assurance and quality control program to ensure that the project can be executed on time, within budget and with the least amount of disruption.



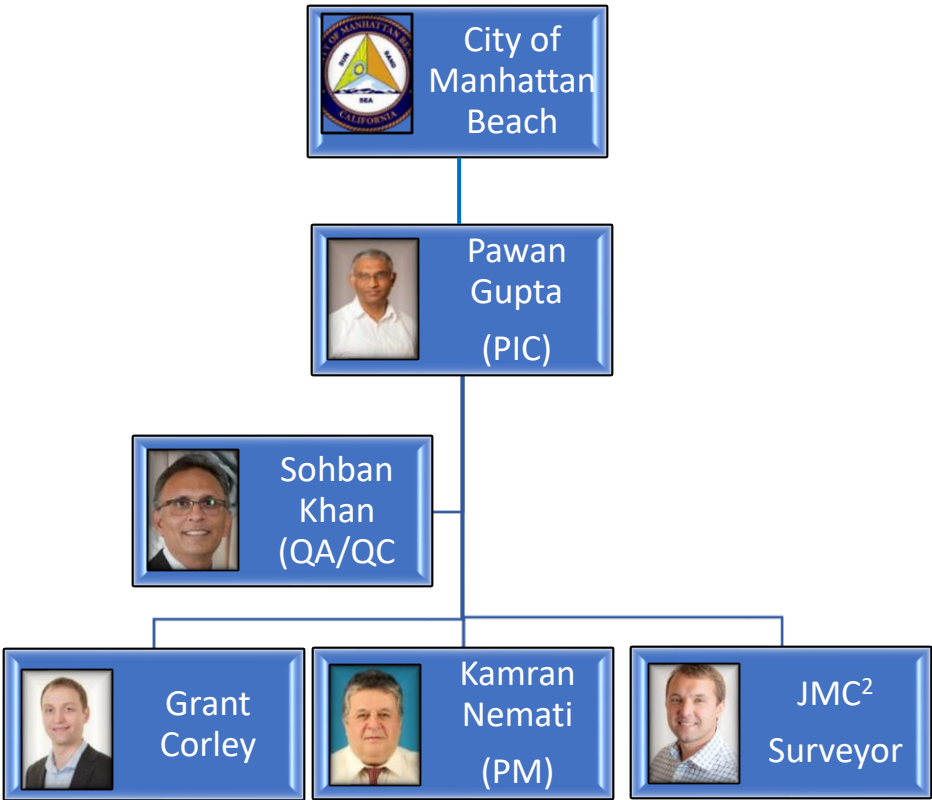
PROPOSED SUBCONSULTANTS

Pcubed has teamed with JMC² Civil Engineering + Surveying to perform a site survey of the topographical features, property lines, elevation/grade lines and assist with Site ADA needs determination. JMC² provides a full suite of surveying as well as civil engineering services.

Their expertise includes education transportation, military, public works, commercial, residential, mixed use, hospitality, healthcare, religious facilities, and industrial sites. In addition to civil and site design, they also extensive 3D mapping and surveying capabilities. JMC² will review the site and utilities on the project and provide surveying of the structures and property lines and provide guidance on ADA issues on the site.

PROJECT ORGANIZATION CHART

Our proposed team is 100% committed to providing outstanding service to the City of Manhattan Beach and will commit appropriate resources to complete the tasks in a timely and efficient manner. Key personnel for Pcubed and JMC² include:



Pcubed Associates Inc. is a consulting engineering firm based in the Los Angeles, CA. It was founded by Dr. Pawan R Gupta in 2019 with a mission to provide exceptional service to help clients achieve their goals. We are a group of talented professionals who are passionate about serving our clients. We take pride in providing exceptional service and develop innovative solutions by applying our deep understanding of the project and client needs. We work in partnership with our clients to deliver exceptional project outcomes. We act as an extension of our clients' staff, protecting their interests as our own.

Our people drive the success of our business every day. Delivering excellence is at the heart of our culture at Pcubed Associates. We provide a work environment that allows for flexibility, professional growth and diverse experience. Every project is an opportunity for our team to grow and build upon our experience and reputation for quality, creativity, strong relationships and a commitment to our clients.

We have focused our practice to the built environment. Based on our experience even the best buildings, constructed with the best materials in ideal environments, face deterioration over time. Building materials such as concrete and steel, when exposed to aggressive weathering conditions, will have a limited life span and are subject to deterioration over extended time periods.

Depending on the client's situation, we can address a broad range of challenges related to the existing structures. We help clients renew and restore their assets using innovative state-of-art techniques for assessment and restoration. We protect and preserve assets by conducting condition appraisals, designing capital improvement and restoration programs and implementing them based on our client's budget and needs to ensure structures maintain their integrity and are in-service during construction.

Whether it's a simple visual inspection or a sophisticated in-depth forensic evaluation, we have extensive experience and can mobilize quickly to solve difficult structural and waterproofing problems. Typically, we can be on site within 48 hours to review the conditions in the field and provide guidance/immediate corrective action if necessary.

AREAS OF SERVICE

Condition Assessments

- Capital Improvement Plan
- Due Diligence Assessment
- Fire Damage Assessment
- Plaza/Waterproofing Assessment

Restoration

- Garage Restoration
- Tenant Improvements
- Structural Modifications
- Historic Restoration
- Foundation Restoration
- Mechanical Equipment Replacement/Anchorage

Seismic Consulting

- FEMA 154 RVS Assessment
- Tier 1 Assessment
- Tier 2 Assessment
- Seismic Retrofit
- Los Angeles Ordinance Compliance

Enclosure Consulting

- Enclosure Assessment
- Roofing and Waterproofing Assessment
- 3rd Party Review
- Recladding Design

Forensic Consulting

- Insurance Claim Support
- Litigation/Expert Witness Support
- Structural Failure Cause and Origin Assessment

Structural Design

- Structural Design
- Foundation Design
- Flood Protection/Drainage Structures
- Post-Tensioned Slab/Beam Design
- Existing Elements Load Check
- Structural Strengthening
- Peer Review