

DESIGN SERVICES AGREEMENT

This Design Services Agreement ("Agreement") is dated February 4, 2020 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and AECOM Technical Services, 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. 1215-20 on August 15, 2019, titled "Design Services for the 2020 Storm Drain Master Plan Update". Consultant submitted a proposal dated October 3, 2019 in response to the RFP.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant as an independent contractor and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Consultant's Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the "Services") for the 2020 Storm Drain Master Plan Update Project, 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 Keith Campbell, Vice President (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services 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, 2022 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**. In no event shall Consultant be paid more than \$250,000.00 (the "Maximum Compensation") for such Services.

B. Expenses. The amount set in fourth paragraph 3.A. above shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this agreement.

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

additional services or expenses authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

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

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

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

6. Information and Documents.

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

located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

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

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

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

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

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

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent

contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c)(2).

B. Other Indemnities.

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

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

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

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

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

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

9. Insurance.

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

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

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$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:

If to City:

Attn: Tim Birthisel, PE
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: 310-802-53638
Email: Tbirthisel@citymb.info
Email: Pkumar@citymb.info

If to Consultant:

Keith Campbell,
AECOM Technical Services, Inc.
999 Town & Country Rd.
Orange, CA 92868
714-567-2400

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 and C 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:

AECOM Technical Services Inc.,
a California Corporation

By: _____

Name: Bruce Moe
Title: City Manager

By: _____

Name: KEITH T. CAMPBELL
Title: VICE PRESIDENT

ATTEST:

By: _____

Name: _____

Title: _____

By: _____

Name: Liza Tamura
Title: City Clerk

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

APPROVED AS TO FORM:

By: _____

Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL CONTENT:

By: _____

Name: Steve S. Charelian
Title: Finance Director



Exhibit A

Scope of Services

City of Manhattan Beach, RFP 1215-20
Proposal for Professional Design Services for
2020 Storm Drain Master Plan Update Project

Understanding Scope of Services and Methodology and Work Plan

Task 1: Project Management

Understanding Scope of Services

AECOM's Project Manager Jimmy Medellin will provide technical direction consisting of assignment of work tasks, guidance for individual tasks and the overall project, and technical support to Public Works staff. AECOM will develop and implement a Project Execution Plan to facilitate coordination among team members and identify project requirements to achieve execution, production, and delivery. AECOM will prepare a project schedule that indicates the activities and milestones for the project. Project Manager Jimmy Medellin will also serve as the primary point-of-contact for Public Works under this contract.

Meetings

Project Manager Jimmy Medellin and our project engineers will attend one meeting at the project kick-off and one comment resolution meeting to discuss comments from Public Works for the draft Master Plan Report. We will provide agendas of upcoming project coordination meetings five working days in advance and prepare meeting minutes and action items within five working days after the meetings. These efforts are intended to make sure that all technical issues are addressed, and the project remains on schedule. In addition, Jimmy will organize monthly progress meetings at the Public Works office to provide staff with updates for each task.



Figure 1: Polliwog Park.

Quality Assurance/Quality Control (QA/QC)

AECOM will implement a Technical Quality Review (TQR) throughout the project to provide consistent QC for all deliverables. The TQR process is based on ISO 9001:2015 standards. Each project deliverable will undergo an independent technical review and a detail checking review. The independent technical review will be performed by a technical expert in the related field who has not been involved in preparing the deliverable. The detail checking review will focus on a review of grammar, spelling, notes, construction call-outs, construction coordinates, plans and specification coordination, and discipline coordination. AECOM will provide Public Works with review comment disposition forms, redlines, redline back-checks, and TQR forms upon request.

Methodology and Work Plan

Project Manager Jimmy Medellin will be our primary point-of-contact for the City. He is an expert in developing public infrastructure and has over 18 years of experience in managing



City of Manhattan Beach, RFP 1215-20
Proposal for Professional Design Services for
2020 Storm Drain Master Plan Update Project

drainage projects for cities, counties, and Caltrans. In this capacity, he will be responsible for the following activities:

- Developing and maintaining project schedules including evaluating percentages of completion for specific project tasks. Scheduling information will be made available to the City upon request.
- Initiating and maintaining AECOM QA/QC measures tailored to meet specific project needs.
- Developing and implementing the project control system to maintain cost/progress information.
- Conducting monthly progress meetings with City Public Works staff.
- Verifying that all contractual requirements of the project are fulfilled.

Task 2: Data Collection and Review

Understanding Scope of Services

The data collection and review task has already started as part of our preparation for this proposal. AECOM has reviewed the RFP background documents and studies, including, the 1996 Storm Drain Master Plan, 2013 Storm Drain Condition Assessment—Capital Improvement Program (CIP), and 2019 Manhattan Beach Pump Station Hydrology and Hydraulics Analysis.

The AECOM project team will obtain readily available record drawings for existing City storm drains, street improvements, and channel improvements associated with the proposed project. Record drawings for Los Angeles County Public Works (LACPW) storm drain facilities have been downloaded from the Los Angeles County Storm Drain System web-based map viewer. Digital topographic data (LiDAR) developed as part of the Los Angeles Regional Imagery Acquisition Consortium (LARIAC) will be obtained from the Los Angeles County GIS Data Portal.

Several parts of the City have already been photo surveyed and logged during a site review of the surrounding areas. Existing drainage facilities have been visually verified and compared with the as-built drawings. Our project team has a strong sense of understanding of the existing project conditions—AECOM has added subconsultant Denn Engineers to provide surveying for high priority segments of the storm drain system where data is lacking or unclear. Denn Engineers has several active on-call surveying contracts with the neighboring cities of El Segundo and Redondo Beach, and has worked extensively in Manhattan Beach. Their local experience will assist AECOM to identify data gaps after review of the GIS data produced by the 2013 Condition Assessment Study and 2019 Manhattan Beach Pump Station Hydrology and Hydraulics Analysis.

Methodology and Work Plan

AECOM will conduct at least 3 site visits to verify existing drainage conditions and well as review high resolution aerials and street view applications. AECOM has reviewed all RFP documentation, including the *1996 City of Manhattan Beach Storm Drain Master Plan*, *2013 Storm Drain Condition Assessment*, *2019 Manhattan Beach Polliwog Park Pump Station*.



City of Manhattan Beach, RFP 1215-20 Proposal for Professional Design Services for 2020 Storm Drain Master Plan Update Project

We will obtain and review other readily available documents related to the City storm drain system, including:

- Hydrologic and soil/environmental data
- Record drawings
- Historical groundwater data
- Operations and maintenance records
- Tribal knowledge of City staff

Task 2 Deliverable:
GIS Storm Drain Geodatabase.

The data collected will reflect the storm drain network features identified during the review of existing data and will clearly identify ownership of the storm drain system. Existing pump/lift stations, CDS units/hydrodynamic separators, infiltration beds, retention/detention basins, storm drain pipes, outfall locations will be identified by size and location.

AECOM will recommend to the City any additional storm drain segments that should be CCTV'd to support the current project. Recommendation for additional CCTV will be determined after reviewing the previously performed CCTV video provided by the City and need for additional assessment of critical storm drains. AECOM assumes that City Maintenance Division or other City department will perform the video pipe inspection, if required. Scope assumes three days for Denn Engineers to survey storm drain systems that lack available data.

Task 3: System Capacity and Computer Model - Hydrology and Hydraulics (H&H) Study

Understanding Scope of Services

AECOM has extensive knowledge and experience with SWMM-based H&H software simulation tools and has assisted in model development and technical support, including contributing to user manuals and

teaching novices to advanced model users in training workshops across North America since 1997. Although AECOM has multiple licenses for these types of software tools (e.g., PCSWMM, XPSWMM, InfoWorks ICM,

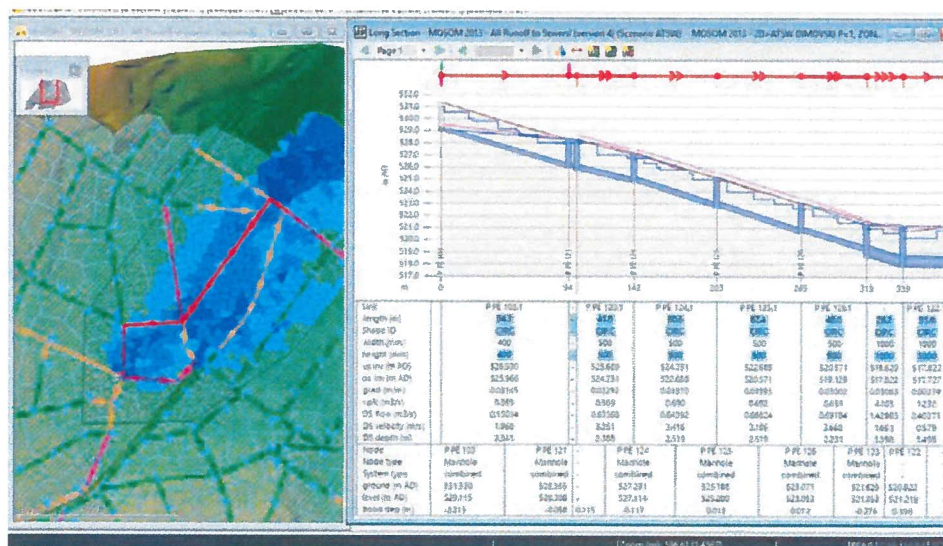


Figure 2: Overview of 1D/2D Storm Drain Hydraulic Model.



City of Manhattan Beach, RFP 1215-20
Proposal for Professional Design Services for
2020 Storm Drain Master Plan Update Project

MIKE Flood, etc.), based on our understanding of the project scope, we suggest using XPSWMM (Innovyze®) for this project because it is well suited for Citywide studies and is a FEMA nationally accepted hydraulic model. XPSWMM is a 2D steady/ unsteady flow model that uses Tuflow with both Finite Difference and Finite Volume model approaches.

AECOM assumes that a copy of the LACPW Manhattan Beach Polliwog Park Pump Station XPSWMM model will be provided by the City. We will use this model as the basis for the H&H study, adjust model parameters, and revise the model based on data gathered from Task 2. For example, typical assumptions made for the Pump Station Study were pipe diameters and inverts at locations where data was unavailable. Denn Engineers will survey areas of the storm drain system at locations that are considered critical to the hydraulic model.

Once this step is completed, AECOM will expand the model to include remaining drainage basins within City limits. The tributary area to the Polliwog Pump Station is approximately 0.76-square miles, which is about 19 percent of the City's total area (four square miles). For the 2D surface component, we will utilize City-provided street improvement plans to add drainage features (e.g. curb and gutter, swales) that were not accurately depicted by the LiDAR. GIS data of the existing storm drain system will also be used to construct the new Citywide model for existing and CIP conditions (see Figure 5).

Hydrology calculations will be completed in accordance with the *2006 Los Angeles County Hydrology Manual*. Hydrologic parameters for the project area will be determined using hydrologic maps found in Appendix B of the Hydrology Manual. Rainfall grid shapefiles for the 10-, 25-, and 50-year return periods will be used to calculate point precipitation values for each subarea. Per Los Angeles County's methodology, this rainfall amount is assumed to occur on the fourth day of a four-day storm. Precipitation depths on the preceding three days are assumed to be 10 percent, 40 percent, and 35 percent of the depth on the maximum day (i.e. the fourth day). AECOM will validate the model output using locally-observed flood complaints, as well as locations



Figure 3: Typical City cross gutter.



Figure 4: Concrete swale within public parking lot.



City of Manhattan Beach, RFP 1215-20
Proposal for Professional Design Services for
2020 Storm Drain Master Plan Update Project

known to be flood prone as identified in the 1996 Master Plan and 2019 Pump Station Study. Flooding incidents in the upcoming wet weather season will be documented and will be used for model validation purpose. Additionally, the model will be validated with pump station SCADA system information, if available.

Per the City's Addendum No. 1, the City does not own a license of XPSWMM. AECOM has received pricing information for a single seat license that has been included with our fee proposal.

As a more cost-effective option, AECOM can obtain a free copy of XPViewer Reader for the City's use. With XPViewer Reader, the City has the ability to view and interrogate an encrypted version of the XPSWMM models. The XPViewer program allows all software functions except the ability to change, export, and solve the model. Therefore, the City can view model animations, query and print the model results, and participate in the model development and approval process without being required to purchase a license from Innovyze.

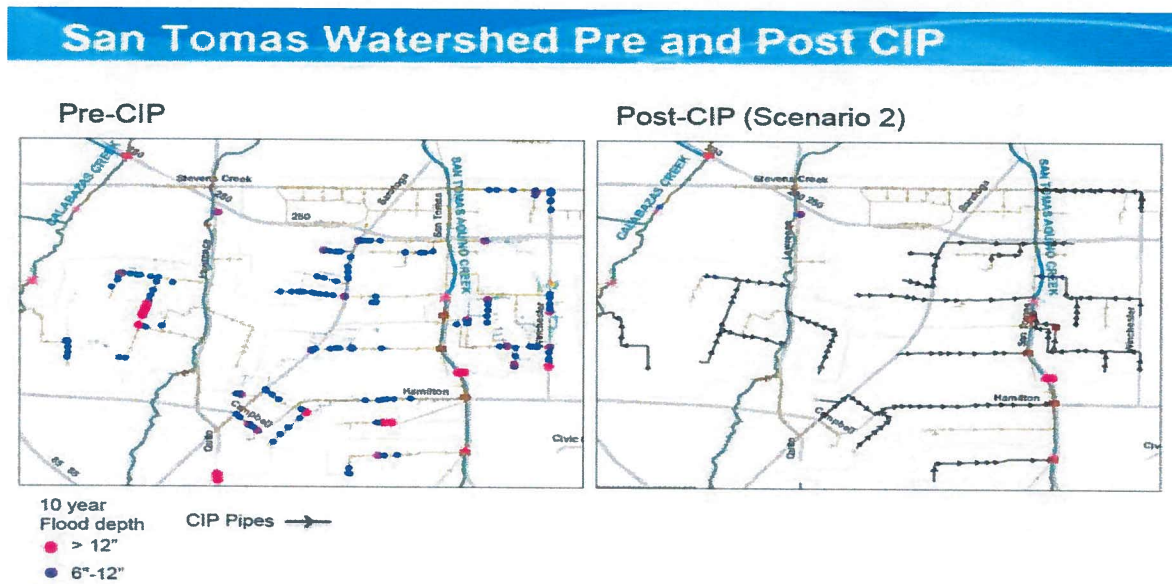


Figure 5: Pre- and Post-CIP flood inundation for the City of San Jose.

Methodology and Work Plan

AECOM will analyze the existing capacity and determine future storm drain system capacity requirements for a 20-year planning period. This task will identify and review existing and proposed land use patterns within the City, as well tributary areas originating from neighboring cities (e.g. Hermosa Beach). General Plans will be reviewed for estimating future build-out conditions for determining impervious areas.

Task 3 Deliverable:
XPSWMM Model (Existing and
Proposed or CIP Conditions).



City of Manhattan Beach, RFP 1215-20
Proposal for Professional Design Services for
2020 Storm Drain Master Plan Update Project

AECOM will utilize the latest County H&H standards to develop an XPSWMM model of the City's storm drain system. The model will be updated to incorporate all changes in the City's storm drain system and include new projects recommended based on a 20-year horizon. Modeling must—at minimum—include a 2D model to capture storage and flow data of all applicable City streets, taking into account curb heights (or lack thereof) and driveway approaches.

AECOM will provide training (three half-day training sessions) to City staff responsible for running the XPSWMM model.

Task 4: Storm Drain System Replacement/Rehabilitation Priority Rating and CIP

Understanding Scope of Services

Typically, master-planned facilities are classified into different categories. A Priority 1 Project may relieve flooding in areas without storm drain facilities. A Priority 2 Project may mitigate development impacts and improve drainage conditions. Types of decisions include:

- Screening projects that don't meet certain criteria/standards.
- Comparing alternatives for project solutions to select the best option.
- Ranking projects in order of priority based on certain metrics or criteria.
- Analyzing and reconfiguring project components or groups to meet certain goals.

Program Recommendations

The validated model created in Task 3, recommendations from the 2013 Condition Assessment Report, and City flood protection goals will be used to prioritize storm drain improvements.

AECOM has developed a tool, most recently used for the City of Charleston, SC, to:

- Assess and prioritize projects at a watershed level according to a set framework of criteria that is transparently and consistently applied.
- Record various assessed watershed projects in a database to facilitate comparison and ranking at a program level.
- Produce outputs and reports of assessments that can complement Public Works communication and decision-making efforts.

AECOM's prior success with applying this Prioritization Tool will be integral to developing the 20-year CIP. The tool will classify projects into new structures/assets to be added; structures/assets to be removed or eliminated; capacity/flood control improvement projects, water quality improvement projects; maintenance projects; and Enhanced Watershed Management Plan projects. A multi-criteria analysis Triple Bottom Line evaluation will be implemented that takes into account environmental, social, and economic performance factors for ranking CIPs.



City of Manhattan Beach, RFP 1215-20
Proposal for Professional Design Services for
2020 Storm Drain Master Plan Update Project

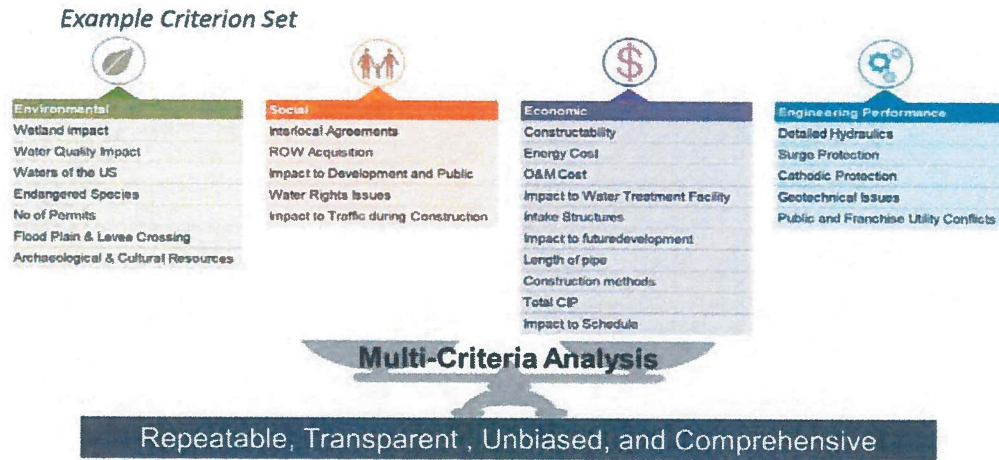


Figure 6: Prioritization Tool multi-criteria analysis.

Key performance indicators involve projects that improve water quality and public health, and include project location, community impacts, local stakeholder cooperation, and maintenance operations. Inputs are used to create a comprehensive tool to assess key areas of impacts.

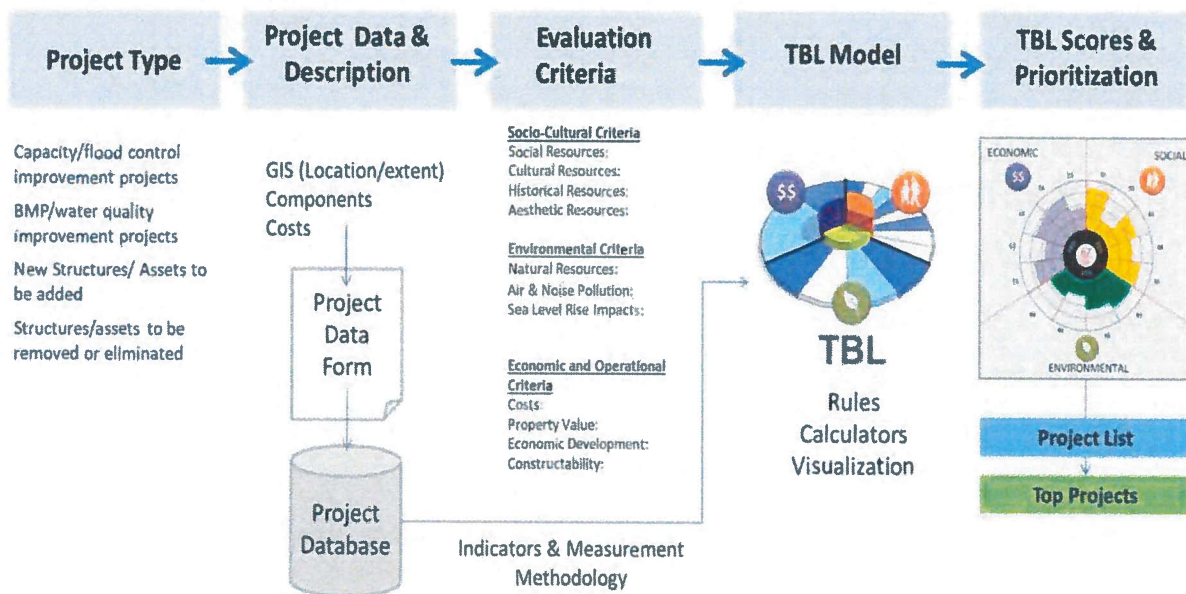


Figure 7: AECOM CIP Prioritization Tool overview and methodology.

Methodology and Work Plan

Program Recommendations

AECOM will identify and prioritize specific storm drain system segments where the current capacity of the system is undersized and unable to convey the design, based on finding of the hydraulic modeling task.

Task 4 Deliverables:
Draft and Final Storm Drain
Capital Improvement Plans.



City of Manhattan Beach, RFP 1215-20
Proposal for Professional Design Services for
2020 Storm Drain Master Plan Update Project

We will submit our findings along with a proposed 20-year CIP to the City based on a total project (design and construction costs inclusive) cost basis (identified and tied to the latest ENR Cost Index for the Los Angeles area) utilizing an annual capital improvement budget allocation of \$500,000. AECOM will also develop a Prioritization Tool that will provide a rating criteria for repair and/or replacement of existing storm drains, as well programmatic recommendations to the City on how to assess its storm drain infrastructure and plan.

The plan will present a recommended set of prioritized construction projects needed to increase the capacity of deficient storm drainage system segments, listing appropriate pipeline sizes, materials, methods, and cost estimates. It will also specifically address the cost-effectiveness of alternative construction options and cost-benefit ratio for priority projects, as well as other applicable criteria.

Task 5: Master Plan Report

Understanding Scope of Services

The City has recently invested significant energy and funds towards stormwater projects. Existing infrastructure includes surface drainage and inlet improvements, storage facilities, canal and culverts, pump stations, and outfalls to the Pacific Ocean. However, there has not been a comprehensive update to the City's *1996 Storm Drain Master Plan* to optimize and prioritize this positive progression for the long-term.

Our team understands that an update is needed, and we have the experience and expertise to deliver it. We can support the City to develop an updated plan for flood reduction that is holistic, focused on early successes, complete, and comprehensive for the long term—including minimizing rate increases.

AECOM will provide a full assessment of existing storm water conditions utilizing advanced H&H and water quality modeling software, develop flood control and water quality infrastructure improvements, and develop pilot project concepts with engineered cost estimates and a single, comprehensive watershed master plan to be approved by City Council. The Master Plan Report will summarize pertinent findings of previously completed tasks (i.e. System Capacity and Computer Model and Storm Drain System Replacement/Rehabilitation Priority Program).

Methodology and Work Plan

We will prepare a revised comprehensive Storm Drain Master Plan. The Master Plan Report will include an executive summary and its subsequent chapters will be a detailed narrative of all tasks performed, findings, and recommendations. A detailed page depicting the location/segment to be replaced each year will be included as an appendix in report. Each Master Plan Report deliverable will include:

- Standard policy for simple on-site detention system in Word and PDF format.
- Preliminary Concept Report for storm drain system improvement recommendations in

Task 5 Deliverables:
*Draft and Final Storm Drain
Master Plan Reports.*



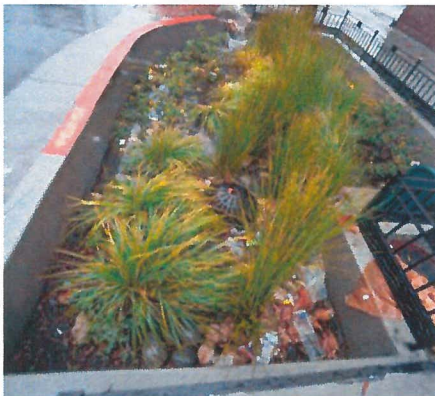
City of Manhattan Beach, RFP 1215-20
Proposal for Professional Design Services for
2020 Storm Drain Master Plan Update Project

Word and PDF format.

- Five copies of the draft report with updated SWMM computer model on flash drive.
- Five copies of the final report along with the updated SWMM computer model on flash drive.
- Rating table ranking all recommended system improvements in Excel (editable) format.
- 20-year repair/replacement CIP table in Excel (editable) format.
- Conceptual Design Treatments Report (Additive Scope).
- Development impact fee assessment (Additive Scope).
- A complete hard copy set of 11x17 drawings of the entire storm drain network map (example 1 inch:300 feet scale drawing) with an index sheet included as an appendices in the Master Plan report.
 - Each drawing sheet will show sub-drainage basins, pipe ownership, pipe size, pipe flow direction, flow direction of street surface runoff, manhole locations, catch basin locations, and identified laterals (including private laterals).
 - A separate map will be produced for existing and proposed facilities.



Figure 8: Bioretention/infiltration facilities.



Task 6: Concept Design Treatments

Understanding Scope of Services

AECOM will apply previous design experience with drainage and flood control projects, as well as knowledge gained from H&H modeling task to identify locations within the City where infiltration, retention, and bioretention projects can be implemented to reduce drainage to its undersized storm drain system.

AECOM's approach to these projects will be multi-beneficial in nature. Potential projects will propose to collect stormwater runoff from the upstream drainage areas and convey them into an underground retention basins at parks and other open spaces. Runoff from the drainage area can also be captured and reused for irrigation purposes or be infiltrated into the ground.

We have reviewed the *Enhanced Watershed Program for Beach Cities Watershed Management Area* to create an opportunities map for projects that have potential for decreasing runoff to the City storm drain system, while having the added benefit of stormwater treatment for helping meet target pollutant load reductions.



City of Manhattan Beach, RFP 1215-20
Proposal for Professional Design Services for
2020 Storm Drain Master Plan Update Project

Potential projects identified by AECOM include storm water diversion and capture projects at Manhattan Heights Park and 8th Street Park to treat storm water, as well as reduce the volume of storm water entering the Polliwog Park sump. Polliwog Park has a history of flooding where water levels within the pond overtop the banks and flood surrounding playground areas.

This also causes a backwater effect for storm drains that outlet to the pond, causing local flooding in the surrounding neighborhood. Reducing the runoff volume to the Polliwog Park pond by capturing storm water in the upstream drainage areas would alleviate flooding within the Park and surrounding neighborhood. Other projects include bioretention and infiltration facilities that can be implemented by Green Street projects or within City parking lots.

These projects would qualify for funding either through the Los Angeles County Safe Clean Water Program (Measure W) or other state grant funding. Private-public partnerships are also an option for storm water projects.

AECOM has met with the LACPW staff administering the Safe Clean Water Program to become knowledgeable on the program roll out. Beginning in 2020, the City will receive approximately \$430,000 in municipal funds annually from the Program, to be used for projects that enhance storm water capture, augment local water supply, and improve water quality.

Per discussion with LACPW, these funds will need to be used by the City within five years of receiving local return; unused funds will be transferred to the regional watershed fund. Figure 9 on Page 12 presents our Opportunities Exhibit.

Methodology and Work Plan

AECOM will identify potential locations for infiltration/retention/bioretention projects within the public parkway right-of-way to minimize the need to upsize existing storm drain pipes within each of the sub-drainage basins that contribute to a capacity deficient or at capacity storm drain/catch basin.

Task 6 Deliverables:

Draft and Final Conceptual Design Treatment Exhibits (up to four concepts).

We will provide conceptual design treatment exhibits and costs for these areas with input from City staff in terms of design and location selection. Conceptual design treatments will include:

- Site location
- Watershed characteristic
- Retrofit characteristic
- Project scope
- Aerial map
- Drainage map based on soil conditions
- Project and design parameters
- Budget-level cost estimate
- Site photos
- Typical sections



Figure 9: Opportunities Exhibit (Task 7)



Task 7: Development of Drainage Impact Fee Charge

Understanding Scope of Services

AECOM's economics team led by Paul Peninger and supported by Aaron McGregor and Joseph Burg will assist the City in developing a legally defensible drainage impact fee for all new development/redevelopment based on increase in impervious areas for each drainage basin. Many California cities have adopted infrastructure development impact fees, including for storm drainage, to address mitigation impacts for development projects.



City of Manhattan Beach, RFP 1215-20
Proposal for Professional Design Services for
2020 Storm Drain Master Plan Update Project

One of the City's General Plan goals and policies is to maintain a storm drainage system that adequately protects the health, safety, and property of Manhattan Beach residents and makes sure that the cost of upgrading existing drainage facilities to handle additional runoff generated by new/redevelopment projects is paid by the developer/owner. The adoption of the drainage impact fee will help the City meet this goal.

AECOM will incorporate findings from the new Storm Drain Master Plan Report in drafting the drainage impact fee. Storm drain facilities and costs from the CIP program (Task 4) will be used as the basis for this analysis. Calculations will be developed for drainage impact fees that can be applied to all private development projects. This analysis will be formulated in accordance with conditions in the 2012 LA MS4 permit and Government Code Section §66000 (Mitigation Fee Act). We will also work with City staff to define appropriate levels of service, land uses as per the General and Specific Plans, and distribution of costs as a basis for the drainage impact fee. In addition, AECOM will compare the drainage impact fee to the Measure W parcel tax to avoid overlap of the Los Angeles County and City Measures.

Methodology and Work Plan

AECOM will assist the City to develop a drainage impact fee charge for all new development and redevelopment based on increases in impervious areas for each drainage basins. Storm drain facilities and costs from the CIP (Task 4) will be used as the basis for this analysis.

Developing Growth Assumptions and Background Analysis

Developing growth assumptions will include:

- Identifying growth projections to use as inputs from the City's General Plan and related planning documents provided by the City.
- Developing apportionment methodology for new development in Manhattan Beach based on growth projections and assumptions.
- Reviewing proposed apportionment methodology with City staff vis-à-vis storm drainage infrastructure.

Establishing a capital projects list will include reviewing the updated capital program and associated costs estimates. Presenting the purpose, methodology, and approach of the development fee program to identified stakeholders will include:

- Developing a PowerPoint presentation and presenting it to the stakeholder group.
- Facilitating questions and comments from the stakeholder group of developers and other key stakeholders.
- Addressing any concerns or potential roadblocks that may undermine the fee program.

The City is responsible for outreach to stakeholders, scheduling, and meeting facilities.

Task 7 Deliverables:

Draft and Final Impact Fee Evaluation Report that documents assumptions and methodology and establishes required nexus for the storm drain fee.

Draft and Final Development Feasibility Pro Forma Technical Memorandum summarizing findings and methodology.



Establishing Allocation Methods for Storm Drainage Infrastructure

Establishing allocation methods for storm drainage infrastructure will include using the existing capital program and proposed projects from the Draft Stormwater Management Plan to evaluate new development's share of the total planned infrastructure estimate in the City. It will also include:

- Establishing Fee Rates including:
 - Preparing a fee schedule reflecting fees to be levied upon specific development types.
 - Establishing an impact fee; dividing total costs of each improvement type and land use by the expected growth in the land use category.
 - Adding the fees for each land use category to become the total AB1600 fee burden for each land use.
- Meeting with City staff for internal review and revising the development fee program and technical report.
 - Based on draft rates and analysis, AECOM will meet with staff to go over the nexus analysis, apportionment methodology, and draft findings.
 - Assumes that AECOM will participate in up to three meetings in the process of developing the nexus analysis.
 - Upon receipt of one consolidated round of comments from City staff, AECOM will revise the administrative draft and maximum development fee estimates.

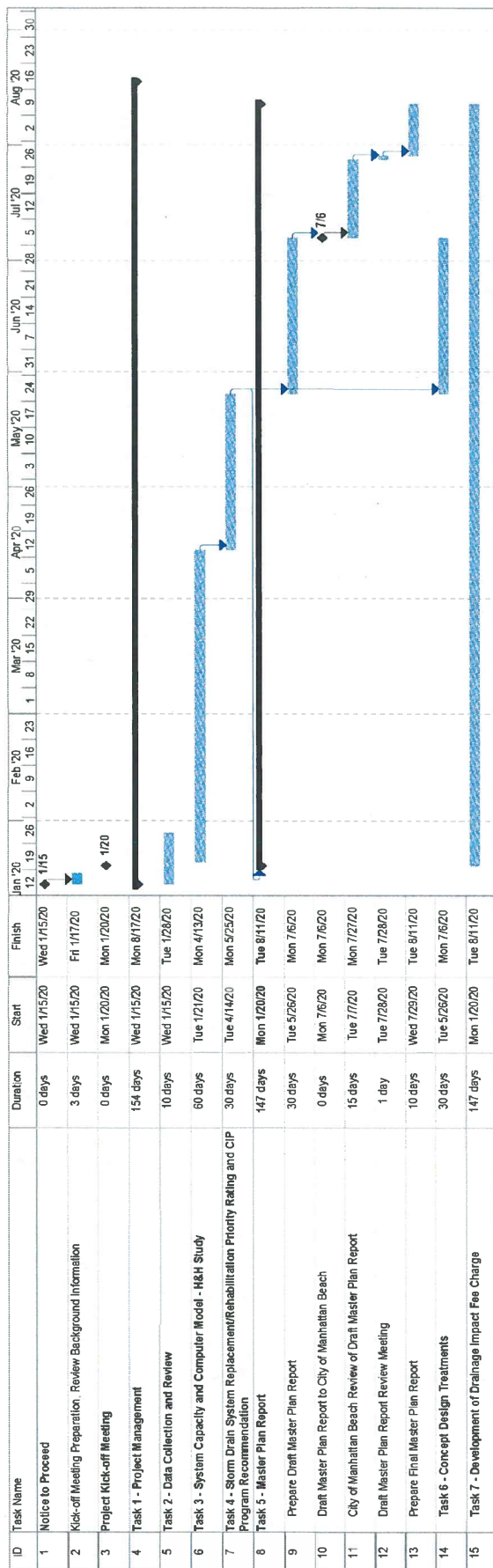
Preparing Development Feasibility Pro Forma with Updated Fee Program

Preparing the Development Feasibility Pro Forma with an updated fee program will include:

- Performing market assessment of new development by major land use category to project revenues for new development.
- Estimating land values by major land use category based on recent land sales in the market area.
- Estimating building costs by land use category (i.e. office, R&D, industrial, mixed-use housing, and townhouse).
- Building three static pro forma models to test the development feasibility based on the updated fee.
 - Models will inform the likely feasibility of development under current real estate conditions, as well as the percentage of total development costs attributed to the impact fees.
- Performing a sensitivity analysis of the fee program to understand when new development becomes economically feasible.



Project Schedule





Resource Allocation Matrix

Task No.		Task Description	AECOM LABOR										TOTAL HOURS
			Principal Professional IV	Principal Professional III	Project Manager II	Project Professional V	Project Professional II	Project Professional I	Staff Professional II	Senior CADD/GIS Technician	Project Assistant		
			\$255	\$235	\$205	\$190	\$135	\$120	\$90	\$120	\$90		
TASK 1: Project Management													
1.1	Client and Project Coordination			64							12	76	
1.2	Meetings			20								20	
SUBTOTAL-TASK 1				84							12	96	
TASK 2: Data Collection and Review													
2.1	Data Collection and Survey			4					24			52	
SUBTOTAL-TASK 2				4				24	24			52	
TASK 3: System Capacity and Computer Model - H&H Study													
3.1	Existing Conditions Model		6	24	8	80	80	100	60			358	
3.2	CIP Conditions Model		6	20	8	70	78	80	30			292	
SUBTOTAL-TASK 3			12	44	16	150	158	180	90			660	
TASK 4: Storm Drain System Replacement/Rehabilitation													
4.1	Priority Rating and CIP Program Recommendation		12	24				40	60			136	
4.2	CIP Program		12	24				40	60			136	
SUBTOTAL-TASK 4			24	48				80	120			272	
TASK 5: Master Plan Report													
5.1	Draft Storm Drain Master Plan Report		4	20	8	32	40		40			144	
5.2	Final Storm Drain Master Plan Report		4	8	8	24	24	24	24			92	
SUBTOTAL-TASK 5			8	28	16	56	64	64	64			236	
TASK 6: Concept Design Treatments													
6.1	Concept Design Development		4	20			40	40				104	
6.2	Concept Design OPCC		4	16			16					36	
SUBTOTAL-TASK 6			8	36			56	40				140	
TASK 7: Development of Drainage Impact Fee Charge													
7.1	Draft Drainage Impact Fee Policy		40		80			40				120	
7.2	Final Drainage Impact Fee Policy		24		40			24				64	
SUBTOTAL-TASK 7			64		120			64				184	
TOTAL			64	52	244	152	208	362	428	154	12	1,630	



Task No.	Task Description	DENN ENGINEERS LABOR (HOURS)					TOTAL HOURS
		Project Manager	Sr. Survey Technician	Field Supervisor	One-Man GPS Crew	Research and Support Staff	
		\$190	\$145	\$195	\$195	\$65	
TASK 1: Project Management							
1.1	Client and Project Coordination	8					8
	SUBTOTAL-TASK 1	8					8
TASK 2: Data Collection and Review							
2.1	Data Collection and Survey	4		8	24	8	44
	SUBTOTAL-TASK 2	4			24		44
	TOTAL	12			24		52



Statement and Qualifications

Statement of Qualifications

This is what we do. AECOM's team—including local subconsultant Denn Engineers—has integrated depth of services in storm drain design and master planning to provide all anticipated and unanticipated project needs quickly, regardless of the discipline. With 6,500+ professional staff throughout our firm who specialize in water and drainage systems engineering, AECOM is able to cover all disciplines and specialties required for designing drainage master plans.

This is a huge benefit for the City in preventing schedule slippage and providing the same, high-level of internal quality control throughout the contract period.

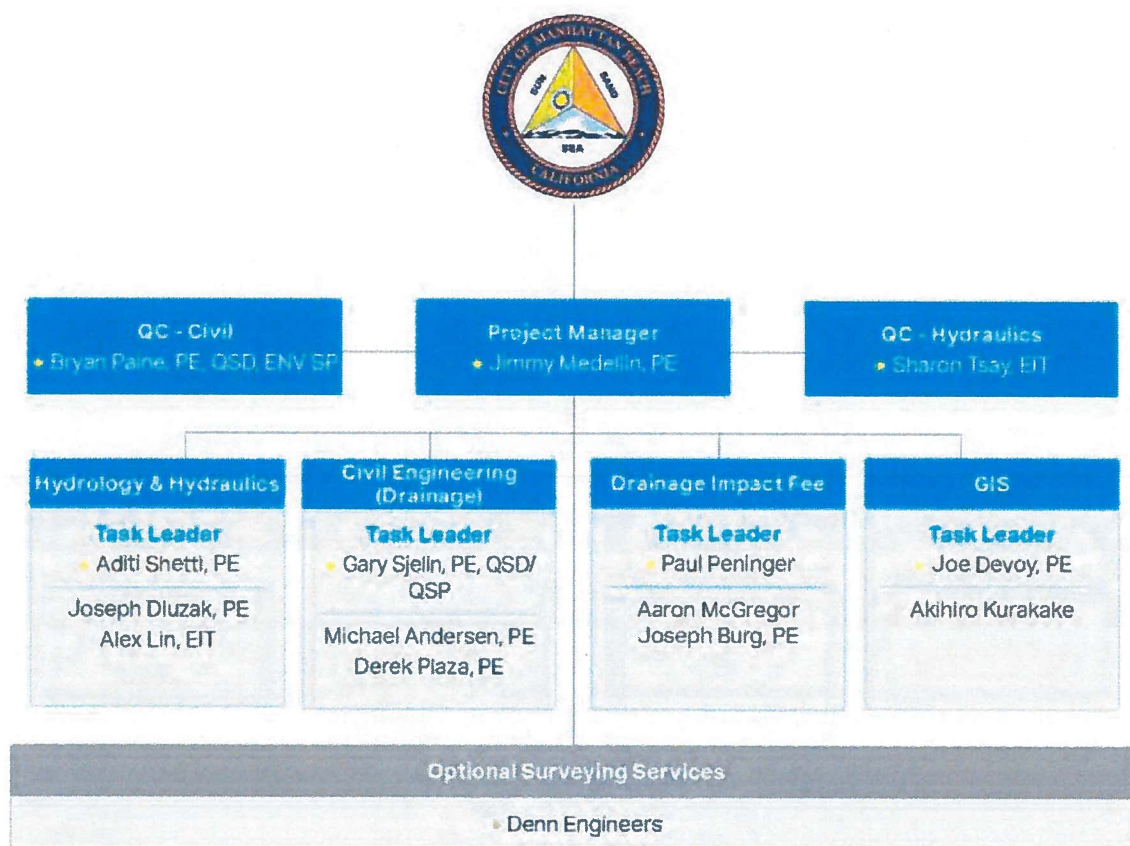
City of Manhattan Beach, RFP 1215-20
Proposal for Professional Design Services for
2020 Storm Drain Master Plan Update Project

#ENR2018

- TOP 500**
- 1 General Building
 - 1 Transportation
 - 2 Top Design Firm
 - 2 International Markets
 - 2 Sewer and Waste
 - 3 Water
 - 3 Power

AECOM is a consistent Top 3 leader in Top 500 Design Firms by Engineering News Record

Organizational Chart



- Key Personnel
- Subconsultant



City of Manhattan Beach, RFP 1215-20
Proposal for Professional Design Services for
2020 Storm Drain Master Plan Update Project

Assigned Staff

The table below provides brief, relevant qualifications for our entire team.

Key Personnel & Titles	Relevant Experience									
	Years of Experience	Storm Drain Master Plan Design	Project Schedules & Status Meetings	Data Collection & Review H&H Studies	Priority Ratings & CIP Recommendations	Master Plan	Reports			
Jimmy Medellin, PE <i>Project Manager</i>	18	■	■	■	■	■	■	■	■	
Bryan Paine, PE, QSD, ENV SP <i>QC - Civil</i>	23	■	■	■	■	■	■	■	■	
Sharon Tsay, EIT <i>QC - Hydraulics</i>	21	■	■	■	■	■	■	■	■	
Aditi Shetti, PE <i>H&H Task Leader</i>	9	■	■	■	■	■	■	■	■	
Gary Sjelin, PE, QSD/QSP <i>Civil Engineering Task Leader</i>	39	■		■	■		■			
Paul Peninger <i>Drainage Impact Fee Task Leader</i>	25		■	■		■	■		■	
Joe Devoy, PE <i>GIS Task Leader</i>	26	■	■	■	■		■			
Joseph Dluzak, PE <i>H&H</i>	16		■	■	■	■	■	■		
Alex Lin, EIT <i>H&H</i>	6		■	■	■		■	■		
Michael Andersen, PE <i>Civil Engineering</i>	13	■	■	■	■	■	■	■		
Derek Plaza, PE <i>Civil Engineering</i>	6	■	■	■	■		■	■		
Aaron McGregor <i>Drainage Impact Fee</i>	12		■	■		■	■		■	
Joseph Burg, PE <i>Drainage Impact Fee</i>	4		■	■		■	■		■	
Akihiro Kurakake <i>GIS</i>	14	■	■	■	■		■			

EXHIBIT B APPROVED FEE SCHEDULE

City of Manhattan Beach, RFP 1215-20
Proposal for Professional Design Services for
2020 Storm Drain Master Plan Update Project

Fee Schedule and Rate Sheet

Task No.	Task Description	TOTAL HOURS	LABOR	Subconsultant (Includes 10% markup)	Other Direct Costs and Materials	TOTAL
TASK 1: Project Management						
1.1	Client and Project Coordination	76	\$14,200			\$14,200
1.2	Meetings	20	\$4,100		\$200	\$4,300
	SUBTOTAL-TASK 1	96	\$18,300		\$200	\$18,500
TASK 2: Data Collection and Review						
2.1	Data Collection and Survey	52	\$5,860	\$9,180	\$250	\$15,290
	SUBTOTAL-TASK 2	52	\$5,860	\$9,180	\$250	\$15,290
TASK 3: System Capacity and Computer Model - H&H Study						
3.1	Existing Conditions Model	358	\$44,450			\$44,450
3.2	CIP Conditions Model	292	\$36,640			\$36,640
	SUBTOTAL-TASK 3	650	\$81,090			\$81,090
TASK 4: Storm Drain System Replacement/Rehabilitation Priority Rating and CIP Program Recommendation						
4.1	Prioritization Tool	136	\$17,940			\$17,940
4.2	CIP Program	136	\$17,940			\$17,940
	SUBTOTAL-TASK 4	272	\$35,880			\$35,880
TASK 5: Master Plan Report						
5.1	Draft Storm Drain Master Plan Report	144	\$20,480		\$250	\$20,730
5.2	Final Storm Drain Master Plan Report	92	\$13,100		\$250	\$13,350
	SUBTOTAL-TASK 5	236	\$33,580		\$500	\$34,080
TASK 6: Concept Design Treatments						
2.1	Concept Design Development	104	\$13,440		\$100	\$13,540
2.2	Concept Design OPCC	96	\$6,140		\$100	\$6,240
	SUBTOTAL-TASK 6	140	\$19,580		\$200	\$19,780
TASK 7: Development of Drainage Impact Fee Charge						
2.1	Draft Drainage Impact Fee Policy	120	\$29,000		\$500	\$29,500
2.2	Final Drainage Impact Fee Policy	64	\$15,880			\$15,880
	SUBTOTAL-TASK 7	184	\$44,880		\$500	\$45,380
	TOTAL	1,630	\$239,110	\$9,180	\$1,650	\$250,000

AECOM will obtain a free copy of XPViewer Reader for the City's use at no cost. With XPViewer Reader, the City will have the ability to view and interrogate an encrypted version of the XPSWMM models. The XPViewer program allows all software functions except the ability to change, export, and solve the model. Therefore, the City can view model animations, query and print the model results, and participate in the model development and approval process without being required to purchase a license from Innovyze.

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 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.