

DESIGN SERVICES AGREEMENT

This Design Services Agreement ("Agreement") is dated October 6, 2020 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and Stantec Consulting Services Inc., a New York corporation ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City issued Request for Proposals No. E1248-20S on July 21, 2020, titled "2020 Water Master Plan Update Project". Consultant submitted a proposal dated August 24, 2020 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 2020 Water 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 Jeff Dunn, Project Manager (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services in conformance with the project timeline set forth in **Exhibit A**.

Approved for Use 2/15/20

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 \$241,792 (the “Maximum Compensation”) for such Services.

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

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, 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).

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

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

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

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

9. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Mutual Cooperation.

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

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

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

12. Termination of Agreement.

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

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

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

14. Default.

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

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

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three

Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

TO CITY:

City of Manhattan Beach
Department of Public Works
Attn: Tim Birthisel, Sr. Civil Engineer
1400 Highland Avenue
Manhattan Beach, California 90266

TO CONSULTANT:

Stantec Consulting Services, Inc.
Attn: Jeff Dunn
38 Technology Drive
Irvine, California 92618

COPY TO CITY ATTORNEY:

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

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

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

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

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be

construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

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

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

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

23. Exhibits. Exhibits A, 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:

Stantec Consulting Services Inc.,
a New York corporation

By: _____

Name: Bruce Moe
Title: City Manager

By: _____

Name: Jeff Dunn
Title: Senior Associate

ATTEST:

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

By: _____

Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

By: _____

Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

By: _____

Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

By: _____

Name: Stephanie Katsouleas
Title: Public Works Director

EXHIBIT A SCOPE OF SERVICES

TASK 1. Project Management

At the project kickoff meeting, Stantec will finalize the project schedule presented in this proposal which includes all tasks, major milestones, workshops, public outreach meetings, and deliverables. It also allows a two-week City review period for each deliverable. Stantec will hold monthly progress meetings and update the schedule monthly to reflect potential changes in project milestones as work progresses. Per City's direction, all meetings, presentations, and workshops will be attended via conference due to Covid-19 precautions.

Each month, Jeff will prepare a Progress Report summarizing work completed and review of work status as it relates to budget, schedule, and items of work. The monthly status report will accompany the monthly invoicing of the project to the City.

Deliverables:

- Monthly Progress Reports with updated Project Schedule

TASK 2. Data Collection and Review

Task 2.1 Review Record Documents

Stantec will perform the necessary research and data collection to understand existing conditions and aid in the analyses. Stantec will review the documents provided by the City at the start of the project and provide a request list for additional information and data required. City-provided data is assumed to consist of reports, data, maps, and construction drawings with pipe sizes, lengths, and elevations.

Task 2.2 Identify Study Area Characteristics

Stantec's team will collect available data from the City consisting of aerial topography, land use, and demographics to identify study area characteristics.

Task 2.3 Review of Land Use and Future Development

Stantec will coordinate with the Planning Department to capture the City's plans regarding land use changes and upcoming significant development projects that will contribute to future growth for the planning horizon. The planning horizon for this master plan will include existing condition as Year 2020 and build-out Year 2030, with five-year interim planning period. Stantec will focus on the areas undergoing redevelopment that will change either domestic demand or the fire flow requirements.

Population and Demand Projections: Stantec will create a land use map to understand and allocate demands to the computer model nodes. Stantec will also use City water billing data to identify major point source water demands. During this process, Stantec

will review the 2010 Water Master Plan and 2015 UWMP population projections and demands, review current population trends, and assess whether population projections should be adjusted. Typically, Stantec will adjust them based on recent SCAG or other data available.

Task 2.4 Condition of Existing Water Facilities

Block 35 Reservoir and Pump Station. Stantec's team will evaluate the existing Block 35 reservoir and pump station. The Block 35 reservoir and pump stations consists of water storage facilities, booster stations, disinfection systems, wells, and interties to other agencies. Stantec will gather the existing record data and review existing conditions for each facility to accurately model the system. To verify conditions are as portrayed in record data, Stantec will perform a visual inspection of the pump station at Block 35, the tank exterior of Block 35, and pump facilities of both groundwater wells. It is assumed Stantec will not be opening manholes/vaults, engaging CCTV to assess pipeline conditions, and/or conducting motor tests, pump efficiency tests, or underground pipe condition testing.

Interconnections and pipe conditions. To perform the condition assessment, Stantec will review Block 35 facilities records for accuracy and determine if the capacity is adequate or more interconnections are needed. Stantec will focus on the current interties to El Segundo and Cal Water. Data to be reviewed consists of yearly flushing data reports for observed low flows, hydrant flow tests to be conducted, size deficiencies, and areas of compromised flow due to decreased pipe cross sections. Stantec will make a recommendation as to whether locations of pipe "coupons" could be taken to evaluate the condition of the pipe.

Electrical Equipment, groundwater wells, and pumping systems. Stantec will evaluate existing electrical equipment in Block 35 and provide a recommendation determined by age, type, electrical load, and hours for future replacement. Stantec will evaluate the existing groundwater wells and associated pumping system based of review of existing videos, inspection records, and on-site visual inspection to verify the usefulness of the data. We will also review two years of operational data to assess existing operational conditions. It is assumed testing and geotechnical investigations are not included in this SOW.

Deliverables:

- Draft Chapters 2, 3, 4, and 5

TASK 3. Water System Hydraulic Model

Task 3.1 Hydraulic Modeling Software

The City's current hydraulic model uses Innovze's InfoWater modeling software. The

next version of InfoWater (InfoWater Pro) is currently available, however it requires ESRI's recent ArcGIS Pro software. At the project start, Stantec will have a conversation to see if the City is ready to upgrade to the next version for both software and determine any additional cost. However, for this proposal, Stantec are assuming the City will continue using the same version of InfoWater and ArcGIS. At the end of the project, Stantec's team will provide three half-day training sessions to instruct City staff on how to run the model using InfoWater. Stantec will purchase one floating InfoWater license with one year of subscription for the City, allowing staff from various departments access to the model.

Task 3.2 Hydraulic Model

Stantec will update the City's current hydraulic model to include physical updates and operational changes within its water distribution system since the last model update.

Model Updates:

- Determination of the elevation of major facilities through record drawings or other means. Field topographic survey is specifically excluded. Stantec will use the City's centerline tie records and Los Angeles County topographic mapping.
- Physical and operational attributes within the hydraulic model software for major system components including, but not limited to, pipelines, wells, tanks, pump stations, pressure reducing valves (PRV), valves, and hydrants. Stantec will hold an Operations Workshop with City and operations staff to capture the details, updates, and operations of the City's water system (Operations Workshop #1).

Hydrant Testing and Model Calibration:

Stantec will calibrate the model using field verification and empirical methods. Prior to field flow testing, Stantec will provide flow test sheets for City review. Stantec will also conduct a brief one-hour Field-Testing Procedures Workshop for operations staff so they are aware what will be taking place and the confirmation of locations. Stantec will discuss and review potential hydrant test locations and pressure logger installations. Stantec anticipate 10 hydrant test locations and four pressure logger locations. At the workshop, Stantec will bring maps that can be marked up for potential testing locations. Locations will be reviewed for traffic concerns and the best potential for stressing the water system to determine calibration attributes.

Stantec assume that SCADA data can be provided for supply facilities including pressure and flow information at the wells and pump stations, water level at the tanks, flow from MWD connection, and at interagency connections.

Stantec's subconsultant, SoCal Flow Testing, will perform hydrant testing using a calibrated pressure transducer at the static/residual ("test") hydrant paired to a radio transmitter. At the flow hydrant, another calibrated pressure transducer will report the flowing pitot pressure, and a radio receiver that displays both values. For each test

location, more than one test may be conducted with pumps on or off at key facilities. A total of 20 tests are assumed.

Results of the field tests will be combined with the available SCADA for the time of each test. This combined field data set will be used to compare against the modeling results. The model will be calibrated until the field measurements and model results are as close as possible to field measurements. Pipe roughness coefficients (c-factors) will be adjusted based on age, diameter, and material to match measured pressures. Results to be achieved are for the model to be within 10% of the field measurements.

The EPS calibration will be for maximum day demands and consist of adding/modifying operational controls to meet SCADA data and calibration criteria for tanks, pump stations, control valves, and production facilities/boundary connections. Calibration will include review of storage facility fill times, drain times, operating range and overall patterns; pump pressure and flow rates; boundary connection pressure and flow rates. Hydraulic modeling output data will be presented in graphical format with corresponding SCADA data, so that model results can be visually compared.

Stantec will hold a Calibration Workshop with City Staff to review the model (Calibration Workshop #2). Once the initial calibration is complete, Stantec will conduct a workshop with engineering and operations staff to review the field, SCADA, modeling results, and accuracy achieved. At the workshop, Stantec will open the model to show input and resulting conditions, and request operations staff to comment on accuracy of model settings, controls, and general behavior in predicting real system conditions. After this workshop, Stantec will finalize calibration of the model based on any adjustments and input provided by City engineering and operations staff.

Model Scenarios (Existing and Future):

Stantec will update the model with the following demand conditions:

- Average Day Demand (ADD)
- Maximum Day Demand (MDD)
- MDD+FF
- Peak Hour Demand (PHD) for both steady state and EPS
- EPS with MDD, fire flow, one-day period, two-hour increments
- Update the model to include existing and future demands and operational conditions for all capacity, reliability, and water age scenarios

System Evaluation:

- Capacity Analysis (Existing and Future): Stantec will use the calibrated model to evaluate the City's water distribution system under the scenarios listed in this section under Model Scenarios.
- Reliability Analysis (Existing and Future): Stantec will evaluate capacity of the various components of the City's well supply, raw water transmission, treatment, finished water pumping and transmission and determine the adequacy of each component with respect to the projected growth of future potable water demands recommend improvements to the City's overall emergency supply capacity such as

emergency power generators, emergency disinfection capabilities, emergency pump, and interconnections with adjacent cities and water agencies.

- Water Quality Analysis (Existing and Future): Water age modeling using extended period simulation. After the evaluations are completed, Stantec will hold an Evaluation Workshop #3 with City staff to review the model runs.

In order to determine emergency operational capabilities for the existing system and future development, Stantec will use the calibrated hydraulic model to determine reliability and deficiencies of City's existing system with "key" facilities out of service (water system interruptions). As identified by the City, Stantec will simulate (1) number of wells out of service, (2) connections to adjacent agencies being interrupted, and (3) reservoirs out of service. It is assumed that well site locations for future well sites will be based on system hydraulic preferences without consideration of hydrogeological factors.

Deliverables:

- Three half-day trainings to City staff
- One floating InfoWater licenses for City staff with one year of subscription and maintenance fees
- Draft Chapter 7 and Draft Chapter 8

TASK 4. Water Source, and Regulatory Issues

Task 4.1 Regulatory Issues

Stantec will evaluate the existing and proposed water system for potential conflicts with current design standards, water quality management practices, and federal, state, regional, and county agency changes. Stantec will update the City's existing planning and design criteria, as applicable. Known regulatory issues to evaluate consist of Well Development and Destruction and Discharge, Groundwater Treatment Rule, Enhanced Surface Water Treatment Rule, arsenic, nitrate, disinfectants/disinfection by-products, perchlorate, and chromium. The City's projected water resource and supply facility requirements will be analyzed through Year 2030. Stantec will also assist the City with their water rights issues and complex regulatory issues. For budgetary purposes, Stantec have assumed 40-hours for this effort. This consists of reviewing current and forecasted MWD on-demand water connection costs, basin adjudication documents, water transfers, and contracts between the City and other agencies. Stantec will review the applicable wastewater collection system requirements related to potable water system that may impact the project, including separation requirements.

Task 4.2 Storage

Stantec will establish potable water storage requirements in each pressure zone. The storage component will include emergency, fire flow, and operational requirements. Tables will be prepared that show existing and future storage requirements versus current

capacities. Other tank considerations consist of pumping operations, fire flow/duration, peak hour needs, loss of power, water quality, nitrification, water age, energy efficiency, and number of supply sources in pressure zones served. From Stantec's modeling, Stantec will provide recommendations to the City on how to optimize the reservoir storage with pumping and supply operations, with the assumption that the ongoing rehabilitation measures have been completed.

Task 4.3 Deliverables

Stantec will consider useable capacities of the reservoirs based on the City's latest production and operation records. Deliverables will include the following:

- Tabulation of current and projected potable water resources, supply facilities, and useable capacities
- Discussion of Drinking Water Regulations
- Discussion on current/projected potable water resource and supply facility requirement
- Discussion/recommendation on adequacy of and improvements required to provide emergency water supply
- Discussion of potable water supply limitations
- Discussion of water management opportunities
- Discussion/recommendation on storage planning criteria, current storage adequacy, and future storage needs and opportunities
- Discussion of interconnections with neighboring water agencies for emergency purposes to resolve any system deficiencies identified through modeling efforts

Deliverables:

- Draft Chapter 6 which will include deliverables listed in Task 4.3

TASK 5. Water System Replacement/Rehabilitation

Task 5.1 Water System Priority Rating

Stantec will identify and prioritize specific water system improvements where the current capacity is undersized and unable to meet planning and design criteria. Stantec will develop a rating criterion to prioritize pipe segments for repair and/or replacement and develop a Water System Replacement/Rehabilitation Plan to recommend a set of prioritized construction projects. This plan will list appropriate pipeline sizes, materials, methods, and cost estimates with a specific focus on cost-effectiveness of alternative construction options and cost-benefit ratio for priority projects. Stantec will provide programmatic recommendations to the City on how to assess its water infrastructure and plan for system replacement/rehabilitation in the future. Stantec will submit the Water System Replacement/Rehabilitation Plan along with a proposed 10-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 \$1,400,000 yearly. Stantec will prepare a summary table identifying the improvements, their priorities, pressure zone served, cost, length of time required for engineering and construction. A detail page depicting the location/segment to be replaced for each year will be included as an appendix in the Master Plan Report.

Task 5.2 CIP Program Recommendations

Stantec's team will evaluate system improvement alternatives to develop a water system improvement program to meet both the short and long-range requirements of the City, defined as Five-year and 10-year projections, respectively.

From the model analyses discussed in Task 3, Stantec will identify water system facilities needing replacement or upgrade and provide high-level estimated construction costs, system improvement descriptions, and construction durations. The CIP will incorporate improvements and priorities from the Water System Replacement/Rehabilitation Plan.

Deliverables:

- Draft Chapter 9 with the Water System Replacement/Rehabilitation Plan
- Draft Chapter 10
- Draft Chapter 11 with a preliminary concept report for water system improvement recommendations and the following:
 - An 11X17 Map Exhibit of the 10-year infrastructure replacement plan by annual, showing each year's scope of replacement
 - An 11x17 Map Exhibit combining all replacement projects over the 10-year period and depict each year's scope of replacement via legend
- GIS shapfiles on flash drive detailing locations of replacement, compatible with ArcMap software
- Rating table ranking all recommended system improvements in Excel
- 10-year Repair/Replacement CIP Table in Excel (editable) format

TASK 6. Master Plan Report

Master Plan Report: Stantec will prepare a Draft Master Plan Report by compiling all draft individual chapters into one document after Stantec incorporates all City comments. The draft Master Plan Report will be submitted for a review period of three-weeks. Once comments are received, Stantec will finalize the Master Plan Report and submit it to the City.

GIS Map Book: Stantec will prepare a GIS Map Book of the City's distribution system. This will be a complete hard copy set of 11X17 size drawings of the entire water network map (example 1 inch:300 feet scale drawing) with index sheet. The GIS Map Book will be included as an appendix in the Master Plan Report. Each drawing sheet will show pipe ownership, pipe size, pipe flow direction, valve locations, hydrant locations and all service

laterals including private laterals (size call out not necessary). It will clearly identify existing/proposed facilities including sizes. Existing pump/lift stations, gate valves, air-vacuum valves, pump stations, and reservoirs will be identified by size and location. Contour lines will be depicted in the background of the drawing's sheets.

Stantec assume the City will provide a completed GIS database that includes all data to be shown in the Map Book, except for flow direction and proposed improvements. At the end of the project, deliverables will be submitted in one flash-drive including the updated hydraulic model, Final Master Plan, and all deliverables listed in this proposal.

Deliverables:

- Five hard copies each of the Draft and Final Water Master Plans
- Updated Hydraulic Model
- One hard copy of the final 11x17 GIS Map Book of City's Water System

TASK 7. Executive Summary

Stantec will prepare an executive summary of the Water System Master Plan to be distributed to the City Council.

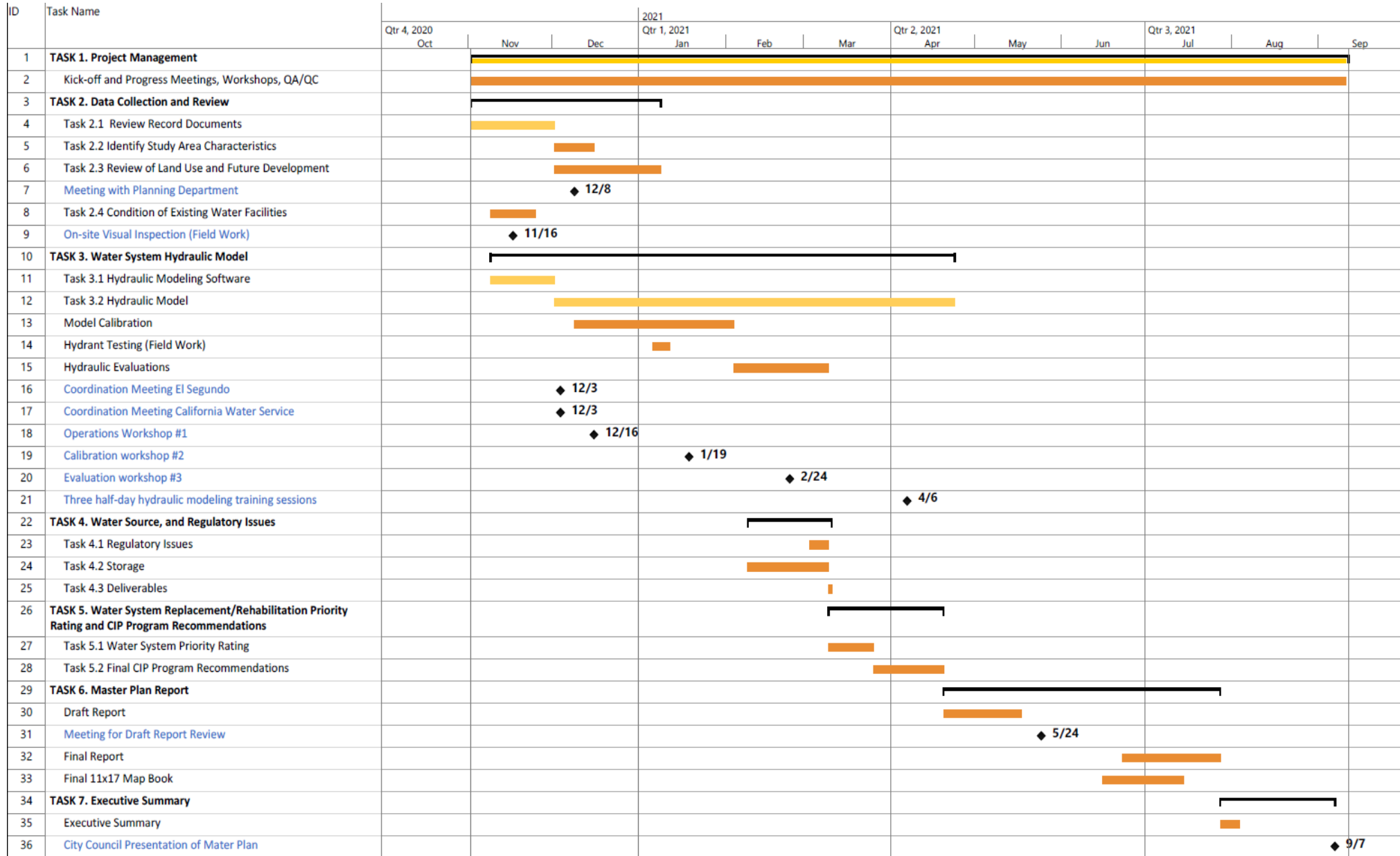
Deliverables:

- Draft Chapter 1, Executive Summary to be distributed to the City Council

Resource Allocation Matrix

Resource Matrix													
Task	Principal-in-Charge	Technical Lead & QA/QC	Water Regulatory Advisor	Project Manager	Planning Lead	Hydraulic Modeling Lead	Hydraulic Modeling	Condition Assessment	Water Quality	GIS Specialist	Capital Improvement Plan	Cost Estimator	TOTAL HOURS
	Sarah Munger	Jim Cathcart	Jim Borchardt	Jeff Dunn	Adelina Pirijanyan	Michael Lu	Roxana Carrillo	Jigar Shah	Tyler Hadacek	Chisa Whelan	Tama Snow	Jim Loucks	
TASK 1. Project Management	12	16	8	68	54								158
TASK 2. Data Collection and Review				10	28	24	24	40					126
TASK 3. Water System Hydraulic Model				30	66	158	162						416
TASK 4. Water Source, and Regulatory Issues	2	6		4	10	14	28		40				104
TASK 5. Water System Replacement/Rehabilitation Priority Rating and CIP Program Recommendations		2		16	32						16	8	74
TASK 6. Master Plan Report		4		44	52					40			140
TASK 7. Executive Summary				8	12								20
TOTAL TASKS	14	28	8	180	254	196	214	40	40	40	16	8	1,038

Project Schedule



Organizational Chart

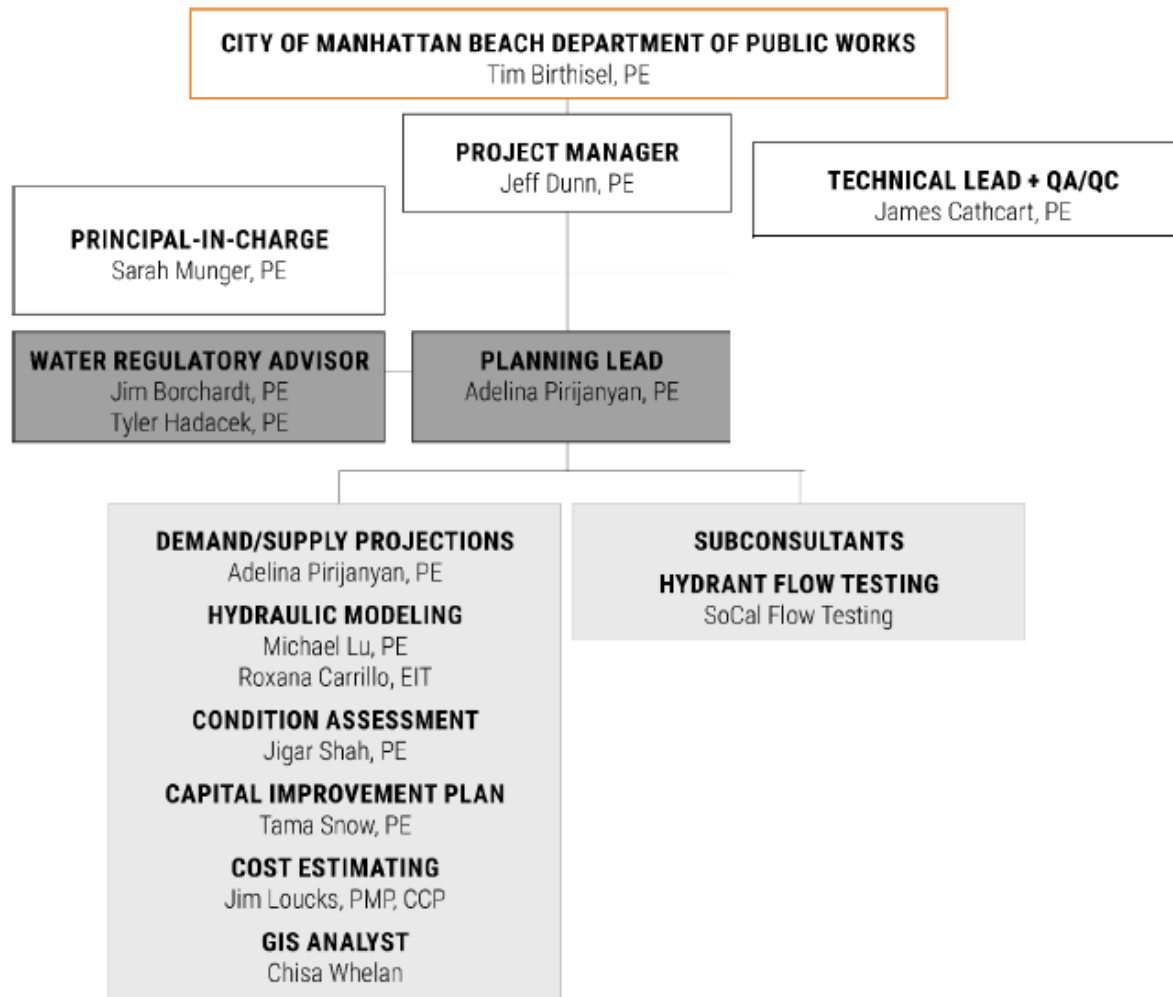


EXHIBIT B APPROVED FEE SCHEDULE

	Principal-in-Charge	Technical Lead & QA/QC	Water Regulatory Advisor	Project Manager	Planning Lead	Hydraulic Modeling Lead	Hydraulic Modeling	Condition Assessment	Water Quality	GIS Specialist	Capital Improvement Plan	Cost Estimator	TOTAL HOURS	Task Staff Cost	Task Direct Cost	TOTAL TASK COST	Subconsultants		TOTAL TASK COST
	Sarah Munger	Jim Cathcart	Jim Borchardt	Jeff Dunn	Adelina Pirjanyan	Michael Lu	Roxana Carrillo	Jigar Shah	Tyler Hadaeck	Chisa Whelan	Tama Snow	Jim Loucks		Stantec	Stantec	Stantec	SoCal Flow Testing	Total Sub	Total
Project Billing Rate	\$244	\$244	\$234	\$234	\$219	\$185	\$165	\$219	\$193	\$185	\$244	\$234			(a)				
Total Units	14	28	8	180	254	196	214	40	40	40	16	8							
Fee	\$3,416	\$6,832	\$1,872	\$42,120	\$55,626	\$36,260	\$35,310	\$8,760	\$7,720	\$7,400	\$3,904	\$1,872	1038	\$211,092	\$20,700	\$231,792	\$10,000	\$10,000	\$241,792
	1%	3%	1%	17%	24%	19%	21%	4%	4%	4%	2%	1%							
TASK 1. Project Management																			
Kick-off Meeting				4	4								8	\$ 1,812		\$ 1,812		\$ -	\$ 1,812
Monthly Progress Meetings				20	18								38	\$ 8,622		\$ 8,622		\$ -	\$ 8,622
Project Management	4			44	32								80	\$ 18,280		\$ 18,280		\$ -	\$ 18,280
QA/QC	8	16	8										32	\$ 7,728		\$ 7,728		\$ -	\$ 7,728
Task 1 Subtotal	12	16	8	68	54	0	0	0	0	0	0	0	158	\$ 36,442	\$ -	\$ 36,442	\$ -	\$ -	\$ 36,442
TASK 2. Data Collection and Review																			
Task 2.1 Review Record Documents				4	6	8	8	16					42	\$ 8,554		\$ 8,554		\$ -	\$ 8,554
Task 2.2 Identify Study Area Characteristics				4	8								12	\$ 2,688		\$ 2,688		\$ -	\$ 2,688
Task 2.3 Review of Land Use and Future Development				2	6	12	16						36	\$ 8,642		\$ 8,642		\$ -	\$ 8,642
Task 2.4 Condition of Existing Water Facilities					4			16					20	\$ 4,380		\$ 4,380		\$ -	\$ 4,380
One meeting with Planning Department					4	4							8	\$ 1,616		\$ 1,616		\$ -	\$ 1,616
One Day On-site Visual Inspection (Field Work)								8					8	\$ 1,752		\$ 1,752		\$ -	\$ 1,752
Task 2 Subtotal	0	0	0	10	28	24	24	40	0	0	0	0	126	\$ 25,632	\$ -	\$ 25,632	\$ -	\$ -	\$ 25,632
TASK 3. Water System Hydraulic Model																			
Task 3.1 Hydraulic Modeling Software					2	2							4	\$ 908	\$ 20,000	\$ 20,908		\$ -	\$ 20,908
Task 3.2 Hydraulic Model				16	32	100	130						278	\$ 50,702		\$ 50,702		\$ -	\$ 50,702
Two Day Hydrant Testing (Field Work)				2	2	16	16						36	\$ 6,506		\$ 6,506	\$ 10,000	\$ 10,000	\$ 16,506
One Coordination Meeting El Segundo				2	2								4	\$ 908		\$ 908		\$ -	\$ 908
One Coordination Meeting California Water Service				2	2								4	\$ 908		\$ 908		\$ -	\$ 908
Operations Workshop #1				2	6	8							16	\$ 3,262		\$ 3,262		\$ -	\$ 3,262
Calibration workshop #2				2	6	8							16	\$ 3,262		\$ 3,262		\$ -	\$ 3,262
Evaluation workshop #3				2	6	8							16	\$ 3,262		\$ 3,262		\$ -	\$ 3,262
Three half-day hydraulic modeling training sessions				2	8	16	16						42	\$ 7,820		\$ 7,820		\$ -	\$ 7,820
Task 3 Subtotal	0	0	0	30	66	158	162	0	0	0	0	0	416	\$ 77,434	\$ 20,000	\$ 97,434	\$ 10,000	\$ 10,000	\$ 107,434
TASK 4. Water Source, and Regulatory Issues																			
Task 4.1 Regulatory Issues	2	2			4				32				40	\$ 8,028		\$ 8,028		\$ -	\$ 8,028
Task 4.2 Storage				2	4	8	20						34	\$ 6,124		\$ 6,124		\$ -	\$ 6,124
Task 4.3 Deliverables		4		2	2	6	8		8				30	\$ 5,856		\$ 5,856		\$ -	\$ 5,856
Task 4 Subtotal	2	6	0	4	10	14	28	0	40	0	0	0	104	\$ 20,008	\$ -	\$ 20,008	\$ -	\$ -	\$ 20,008
TASK 5. Water System Replacement/Rehabilitation Priority Rating and CIP Program Recommendations																			
Task 5.1 Water System Priority Rating		1		8	16								25	\$ 5,620		\$ 5,620		\$ -	\$ 5,620
Task 5.2 CIP Program Recommendations		1		8	16						16	8	49	\$ 11,396		\$ 11,396		\$ -	\$ 11,396
Task 5 Subtotal	0	2	0	16	32	0	0	0	0	0	16	8	74	\$ 17,016	\$ -	\$ 17,016	\$ -	\$ -	\$ 17,016
TASK 6. Master Plan Report																			
Draft Report		2		20	20								42	\$ 9,548	\$ 150	\$ 9,698		\$ -	\$ 9,698
Final Report		2		20	20								42	\$ 9,548	\$ 250	\$ 9,798		\$ -	\$ 9,798
11x17 Map Book					8					40			48	\$ 9,152	\$ 300	\$ 9,452		\$ -	\$ 9,452
One Meeting for Draft Report Review				4	4								8	\$ 1,812		\$ 1,812		\$ -	\$ 1,812
Task 6 Subtotal	0	4	0	44	52	0	0	0	0	40	0	0	140	\$ 30,060	\$ 700	\$ 30,760	\$ -	\$ -	\$ 30,760
TASK 7. Executive Summary																			
Executive Summary				4	8								12	\$ 2,688		\$ 2,688		\$ -	\$ 2,688
One City Council Presentation of Mater Plan				4	4								8	\$ 1,812		\$ 1,812		\$ -	\$ 1,812
Task 7 Subtotal	0	0	0	8	12	0	0	0	0	0	0	0	20	\$ 4,500	\$ -	\$ 4,500	\$ -	\$ -	\$ 4,500
TOTAL TASKS	14	28	8	180	254	196	214	40	40	40	16	8	1038	\$ 211,092	\$ 20,700	\$ 231,792	\$ 10,000	\$ 10,000	\$ 241,792

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.