

**REQUEST FOR PROPOSAL FOR
DESIGN SERVICES FOR THE
2020 WATER MASTER PLAN UPDATE PROJECT**

RFP NO. E1248-20S



Prem Kumar
City Engineer
CITY OF MANHATTAN BEACH
Department of Public Works
Engineering Division
3621 Bell Avenue
Manhattan Beach, CA 90266

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Approved for Use 2/15/20

Design Services for the 2020 Water Master Plan Update Project

1. Instructions to Proposers

Proposers are to read and understand all of the information contained in this Request for Proposal (RFP). The proposal shall address all the items outlined in this RFP. The provisions of this RFP along with the proposal submitted will be part of the contract documents for this project. The City's Project Manager for this project is **Tim Birthisel**.

2. Anticipated Schedule of Events

ACTION	DATE
Availability of Request for Proposal	7/21/2020
Last Day to Submit Questions	8/11/20 at 12:00 PM
Proposal Submission Deadline	8/24/20 at 5:00 PM
Staff Review of Proposals	2 weeks (minimum)
Interview(s) with Top Ranked Consultant(s) – (If Needed)	TBD
City Council Award	November 17, 2020
Contract Execution	November 18, 2020
Notice To Proceed	December 2, 2020

3. Project Information

Project Area

The City of Manhattan Beach is located within the southwestern coastal portion of Los Angeles County in what is commonly referred to locally as the "South Bay" area. The City is bounded on the north by El Segundo, on the east by Hawthorne, on the east and south by Redondo Beach, on the south by Hermosa Beach, and on the west by the Pacific Ocean. The City is a beach community with approximately 2.1 miles of beachfront. The City has a total land area of 1,788 acres (3.88 square miles). The City is bound by Rosecrans Avenue on the north, Aviation Boulevard on the east, Artesia Boulevard on the south and the Pacific Ocean on the west. Sepulveda Boulevard (State Highway 1) runs north-south through the middle of the City.

Introduction

The City currently operates and maintains an extensive water conveyance system, including approximately 106 miles of water pipelines. The water system is operated by the City of Manhattan Beach and includes a ground level forebay reservoir with 2.0 mg constructed capacity (Block 35 Ground Level Reservoir), a partially buried forebay reservoir with 7.5 mg constructed capacity (Peck Reservoir), elevated tank with 0.3 mg capacity (Block 35 Elevated Tank), Four (4) booster pump stations, one imported water supply connection to 45-inch diameter Metropolitan Water District of Southern California's (MWD) West Basin Feeder, two (2) groundwater wells and pumps, emergency connection to 12-inch diameter City of El Segundo transmission main, emergency connection to 24-inch diameter California Water Service transmission main., and two pressure zones.

In 2010, the City completed the previous Water Master Plan, and in 2015 the City completed an Urban Water Management Plan. The City implemented improvements identified as high priority in the 2010 Water Master Plan and provides annual flushing of the existing water mains. The 2010 Water Master Plan, and 2015 Urban Water Management Plan are available for review as an Appendix reference documents.

4. Scope of Services and Deliverables

The tasks listed below are not intended to comprise a complete list or are the only tasks required for the Project. The consultant shall submit a comprehensive and detailed scope of services required to complete the Project. The Consultant shall provide the following services; including, but not limited to:

4.1 Project Management

Consultant shall prepare a project schedule and conduct monthly update status meetings. Consultant shall develop a schedule using MS Project to include, but not limited to, delivery milestones, 2-week City review periods must be allocated for all deliverables provided to the City, public outreach meetings, etc. Project schedule shall be updated monthly and submitted prior to monthly Progress Meetings. Consultant shall conduct monthly Progress Meetings at the City with City Staff to update staff on the status of specific tasks, pertinent deliverables, etc.

4.2 Data Collection and Review

4.2-1 Review Record Documents

Consultant shall review available pertinent records that will assist in the preparation of the water master plan. At a minimum, review all City provided reports, data, and maps as indicated in the RFP in addition to reviewing available construction drawings to obtain pipe sizing, pipe lengths, and pipe elevations.

4.2-2 Identify Study Area Characteristics

Collect available information and summarize the area's characteristics, including topography, land use, and demographics. This information will be based on the most recent records available from the City and other sources. Existing aerial topography and

photographs will be helpful in identifying existing land uses. The City will provide, if available, all aerial topography and photographs.

4.2-3 Review of Land Use and Future Development

Work closely with City staff to identify the different types of present and projected future residential and commercial development for planning horizons to the year of 2030 within commercial and residential zones. Particular emphasis will be on areas undergoing redevelopment that will change either the domestic demand or the fire flow requirements including areas where older pipelines or water services will need upgrading due to increasing square footage or density of single-family residences. A land use map will be created to properly allocate demands to the computer model nodes. Identify major point source water demands. This information will be obtained from the City's water use records. Consultant shall review the 2010 Water Master Plan population projections and demands, and will review current population trends, and assess the need for population projection adjustments. Obtain information and meet with City Planning Department officials to discuss recent changes in land use and potentially upcoming significant development projects, and other sources, to project future growth to the Year 2030.

4.2-4 Condition of Existing Water Facilities

Consultant shall evaluate existing facilities focusing on pipelines and Block 35 reservoir and pump station, assuming all other facilities will be rehabilitated in 2021. Consultant shall gather existing record information and review existing conditions for each facility to accurately model the existing system. Consultant shall confirm the accuracy of record drawings vs existing field conditions to accurately model these facilities.

Facilities records that will be reviewed for accuracy will be water storage facilities, booster stations, disinfection systems, wells, and inter-ties with other agencies. Consultant shall provide detailed evaluation of current intertie to El Segundo and Cal Water and determine if capacity is adequate or if more interconnections are needed. Consultant shall review yearly flushing data reports for observed low flows, size deficiencies, and areas of compromised flow due to decreased pipe cross section. Consultant shall make recommendation as to the need for the City in identifying locations where pipe "coupons" could be taken to evaluate the condition of the pipe.

As part of the Block 35 electrical equipment assessment, consultant shall provide a recommendation based on age, type, electrical load and hours for future replacement. Existing groundwater wells and associated pumping system will be evaluated based on review of existing videos, inspection records and performing an on-site visual inspection to make recommendation as to their usefulness. Additionally, operational data up to 2 years will be reviewed and analyzed to assess the existing operational conditions. Any kind of testing, testing of materials and/or geotechnical investigations are not included in this scope of work. Present findings and recommendations and include appropriate photographs, as required in the Water Master Plan.

4.3 Water System Hydraulic Model

4.3-1 Hydraulic Modeling Software

The Water System Hydraulic Model shall be GIS-compatible and compiled using hydraulic modeling software by Innovyze, or approved equal. The Consultant shall provide adequate licenses to run and edit the hydraulic model and pay for the following year of subscription and maintenance fees. The Consultant shall provide training (3 half day training over a period of time) to City staff on how to run the model to demonstrate various flow and system configuration scenarios. The City is in possession of the following H2O Map model files from the 2010 Water Master Plan. However, the City has no ability to verify that these files are functional, usable or accurate as the City does not have the H2O Map software. These files are available for review and the consultant is fully responsible for reviewing them for their accuracy or for use as part of the project.

<https://www.dropbox.com/sh/vyl06p3qkz150mf/AAC-9LVNsT4AcLkvrpFJWTOa?dl=0>

4.3-2 Hydraulic Model Deliverables

Work under this task shall include the following:

- a. Determination of the elevation of major facilities through record drawings or other means. Field topographic survey is specifically excluded. The City's centerline tie records, and LA County topographic mapping may be used as a resource.
- b. Develop physical and operational attributes within the hydraulic model software for major system components including, but not limited to, pipelines, wells, tanks, pump stations, PRVs, valves, and hydrants.
- c. Develop demand data and scenarios for Fire Flow (FF), Maximum Day Demand (MDD), Average Day Demand (ADD), MDD+FF, and Peak Hour Demand (PHD) for both steady state and extended period simulations within the hydraulic model.
- d. Develop water quality modeling scenarios using extended period simulation
- e. Calibration of model using field verification and empirical methods. Consultant shall validate the model by performing pressure gauge readings and fire flow tests where necessary, and shall provide as reference all pressure readings and fire flow testing data in the Master Plan Report appendix including a map showing locations of testing. Consultant shall make as many iterations as may be required with the model to calibrate it to no more than 5 to 10 percent deviation from observed system energy grade line and flow rate values. The Consultant shall make as many runs as necessary to fully analyze the system and complete the required studies and evaluations required for the Project. The Consultant shall use the model to analyze, evaluate, test and plan upgrades for the system. The following flow scenarios shall be included in the exercise:
 - Average day demand;
 - Maximum day demand plus fire flows;
 - Peak hour demand;

- Extended period simulation with maximum day demand, fire flow, 1-day period, 2-hour increments.
- f. Based on the calibrated model, Consultant shall evaluate the 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 and 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.

4.4 Water Source, and Regulatory Issues

4.4-1 Regulatory Issues

Consultant shall evaluate existing and proposed water system for potential conflicts with current design standards, water quality management practices, and the Federal, State, Regional and County agencies changes. The regulatory issues shall include, but not limited to: Well Development and Destruction and Discharge, Groundwater Treatment Rule, Enhanced Surface Water Treatment Rule, Arsenic, Nitrate, Disinfectants/Disinfection By-Products, Perchlorate, Chromium and other regulatory issues. Consultant shall analyze and summarize the City's projected water resource and supply facility requirements through year 2030.

Consultant shall recommend a budgetary amount to assist the City in water rights issues due to potential for addressing complex regulatory issues. Review current and forecasted Metropolitan Water District cost for on demand water connection. Review documents relating to basin adjudications, water transfers, and contracts between the City and other agencies. Consultant shall keep the City updated on any changes or updates to the Waste Water Collection System requirements.

4.4-2 Storage

Consultant shall establish criteria for and recommend potable water storage needed in each pressure zone. Sizing considerations shall include, but not limited to, fire flow/duration, peak hour needs, loss of power, water quality, nitrification, water age, energy efficiency and number of supply sources in pressure zone(s) served. Consultant shall provide recommendation to optimize City reservoir storage assuming ongoing rehabilitation measures have been completed.

4.4-3 Deliverables

Consultant shall consider useable capacities of the reservoirs, based on the City's latest production and operation records. Deliverables include:

- Tabulation of current and projected potable water resources, supply facilities and useable capacities.

- Discussion of Drinking Water Regulations.
- Discussion on current and projected potable water resource and supply facility requirement.
- Discussion and recommendation on adequacy of and improvements required to provide emergency water supply. Discussion of potable water supply limitations.
- Discussion of water management opportunities.
- Discussion and recommendation on storage planning criteria, current storage adequacy, and future storage needs and opportunities.
- Discussion of interconnections with neighboring water agencies for emergency purposes (if applicable) to resolve any system deficiencies that may be identified through modeling efforts.

4.5 Water System Replacement/Rehabilitation Priority Rating and CIP Program Recommendations

4.5-1 Water System Priority Rating

Based on the consultant's study including visual inspection of pump stations and inspection of water pipelines, the consultant shall identify and prioritize specific water system segments where the current capacity of the system is undersized and unable to convey the design flow rates. When prioritizing pipe segments for repair and/or replacement please identify the rating criteria. The plan shall present a recommended set of prioritized construction projects needed to increase the capacity of deficient water system segments, listing appropriate pipeline sizes, materials, methods, and cost estimates. The plan shall specifically address the cost-effectiveness of alternative construction options and cost-benefit ratio for priority projects as well as other applicable criteria. The Consultant shall provide programmatic recommendations to the City on how to assess its water infrastructure and plan for system replacement/rehabilitation in the future.

The Consultant shall submit their findings along with a proposed 10 year capital improvement plan 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. Consultant shall 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 must be included as an appendix in the Master Plan Report.

4.5-2 CIP Program Recommendations

As a part of the Capital Improvement Program (CIP), evaluate system improvement alternatives to develop a water system improvement program, which will meet both the short and long-range requirements of the City. Identify water system facilities that need to be replaced or upgraded, such as pipelines, booster station, disinfection systems, and wells. Consultant shall include estimated construction costs, system improvement descriptions, and construction schedules.

Determine capital improvement program needs and emergency operational capabilities for the existing system and future development. Based on the calibrated hydraulic

model, determine the reliability and deficiencies of City's existing system with "key" facilities out of service (water system interruptions). Perform a number of runs, simulating (1) a number of wells out of service, (2) connections to adjacent agencies being interrupted, and (3) reservoirs out of services. The City will determine the number and location of wells, connections to local agencies, and reservoirs out of service for the simulations. Well site locations for future well sites will be based on system hydraulic preferences without consideration of hydrogeological factors.

4.6 Master Plan Report

The consultant shall prepare a revised comprehensive water master plan. The master plan report shall include an executive summary and the subsequent chapters will be a detailed narrative of all tasks performed, findings and recommendations by the consultant.

The Consultant shall submit five copies of a draft water master plan report to the Project Manager for review prior to the submittal of a final master plan report. The City shall be allowed three weeks to review and comment on the draft report. A meeting shall be held between the Consultant's project team and City personnel to discuss the City's comments upon completion of the review. Five copies of the final report shall be prepared and submitted after this meeting incorporating all the City's comments along with one fully editable digital copy. All deliverables to be submitted to City on flash drive in format detailed below.

Deliverables:

- Preliminary Concept Report for Water system improvement recommendations in Word and PDF format.
- Five copies of draft report along with the updated computer hydraulic model on flash drive.
- Five copies of final report along with the updated computer hydraulic model on flash drive.
- Rating table ranking all recommended system improvements in Excel (editable) format.
- 10 YR Repair/Replacement CIP Table in Excel (editable) format.
- 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 included as an appendices in the Master Plan report. Each drawing sheet must show pipe ownership, pipe size, pipe flow direction, valve locations, hydrant locations and all service laterals incl. private laterals (size call out not necessary). This map should clearly identify existing and proposed facilities incl. sizes. Existing pump/lift stations, gate valves, air-vacuum valves, pump stations, reservoirs, etc. must be identified by size and location. The contour lines must be depicted in the background of the drawings sheets.
- An 11X17 Map Exhibit of the 10 year infrastructure replacement plan by annual, showing each years scope of replacement.
- An 11x17 Map Exhibit combining all replacement projects over the 10 year period, and depict each years scope of replacement via legend.
- GIS shapfiles on flash drive detailing locations of replacement, compatible with ArcMap software.

4.7 Executive Summary

Consultant shall prepare an executive summary of the Water System Master Plan to be distributed to the City Council. The consultant shall be prepared to attend (1) City Council meetings to present the results of the Master Plan report.

4.8 Water Rate Study

The Scope of Services involves all necessary analyses and documentation to perform the study of the City's water utility rates and recommendation of a five-year rate schedule. In general, the Scope of Services shall involve the following:

- A. The general intent of the Water Rate Study is to independently evaluate and make recommendations related to the City's:
 - i. Existing water rates and fee schedule's revenue generation capacity and ability to meet the City's capital, operations, and maintenance infrastructure needs;
 - ii. Prioritization of identified water infrastructure needs;
 - iii. Five-year (short-term) and 10-year (long-term) CIP programmatic schedule;
 - iv. Financing ability to address the City's capital needs for water infrastructure improvements; and
 - v. The final goal of this Water Rate Study is to develop a fair and reasonable rate structure, and adopt new water rates and fees for a five-year period and a ten-year Financial Plan, that will provide the necessary revenue to meet the City's water related CIP needs.
- B. Review Key Background Information for the Water System, including, but not limited to:
 - i. Regulatory requirements, bond covenants, and other contractual requirements and operations;
 - ii. Historical revenues, operating expenses, debt service requirements, reserve policies (i.e., working capital and renewal and replacement), billing and collection procedures, approved rates and charges, customer information, and usage data;
 - iii. Source(s) of supply, current system facilities, and the proposed CIP;
 - iv. The City's projected revenues, operating expenses, debt service, and other funding requirements; and

- v. Other pertinent data, as necessary.
- C. Project operating results reflecting only previously approved rate increases.
- D. Comment as to the extent to which the projected revenues meet projected operating and capital needs to satisfy bond covenants and required and/or recommended reserve levels.
- E. Project rate increases and recommended structure needed to meet operating requirements, capital improvements, regulatory obligations, and reserve funding levels assuming no additional obligations. Rate structure shall de-couple water system operations and water purchase costs, and shall base rate on 100% imported MET water. Consultant review recent West Basin Municipal Water rate increase and incorporate pass-through rate increases into City's rate.
- F. Propose a methodology for annual inflationary adjustments in compliance with Proposition 218.
- G. For each rate scenario, assess the sensitivity of the projected results to changes in certain key variables.
- H. Attend meetings and conference calls with staff and consultants as needed. Present results to City Council at public workshops and meetings.
- I. Report(s): The consultant shall prepare a draft and a final report which includes the following:
- i. A brief description of the Water system, including facilities, reservoir capacity, etc.;
 - ii. Source(s) of supply (including a description of water rights/entitlements including status of City's assertion to water rights); historical and projected net sustainable yield and statement of the consultant's opinion as to the expected sufficiency to meet demand;
 - iii. Provide a revised service area description, including service area population;
 - iv. Overview of financial operations over the last five years with any corrective recommendations, if needed;
 - v. A description of the capital improvement program, including State and Federal regulatory requirements, a five-year (short-term) and 10-year (long-term) summary of proposed capital expenditures and a statement regarding the sufficiency of improvements to meet operating needs and regulatory requirements and reasonableness of the cost estimates;

- vi. The comprehensive revenue, expense projection described above;
- vii. The rate comparison described above; and
- viii. Identify and evaluate potential funding sources, including grants and loans.

J. The rate structure shall be compliance with the Proposition 218 process as it applies to water services. The consultant will include, as an option, the preparation and completion of the Proposition 218 process as a service to the City. It is the intent of the City to complete and adopt, if at all, the Water rates at the conclusion of the Proposition 218 process at a public hearing.

K. The consultant shall present information at briefing meetings with City staff and the Executive Management Team at critical points in the preparation process. In addition, upon completion of the draft report, the consultant shall be prepared, if requested, to present the study to the City Council and residents in public formats. The presentation capabilities and public involvement processes proposed by the consultant is a key factor in determining the successful proposer for the study. The consultant shall be prepared to attend (3) City Council meetings to present the results of the rate study report.

L. The benefits of any proposed modifications shall be weighted against the financial impacts on ratepayers. Analyze the proposed rates for customer impacts and develop alternate rates modeled to address financial impacts on ratepayers. The analysis is to include:

- i. Preparation of typical bill comparisons for each proposed rate structure for representative customer classes using the current rate schedules as a baseline; and

M. The rate design shall continue to encourage conservation for all customer classes, provide funding for conservation programs while insuring the ability of the utility to meet fixed and variable cost obligations.

N. Provide a user friendly model prepared in Microsoft Excel reflecting the rate designs proposed, such that City staff can track actual results against the predicted results from the study. Include key modeling instructions. Set up the model to facilitate ease of use, including formatted tables for printing, highlighted policy inputs, color-coded cells where applicable, and protected cells that should not be altered. The model will become the property of the City and may be used by the City for any purpose, and shall:

- i. Allow for performance monitoring and regular updates, and be easy to navigate; and
- ii. Be flexible to accommodate and clarify needs that change over time, including shifting economic conditions, revised industry standards and statutory/regulatory requirements, shifts in management and operations, and policy decisions by elected officials.

- O. The successful consultant must be prepared throughout the analysis to:
 - i. Adjust its scope of services to account for possible changes in rate structures acceptable to the City; and
 - ii. Adjust its methodology to account for local conditions.

- P. The City is interested in exploring alternative rate structures, such as a Water Budget Based Rates (BBRs) rate structure. Such rates may also be known as Efficiency-Based Rates, and Sustainable Rates. Consultant should be able to provide information and recommendations regarding alternative rate structure proposals.

5. Proposal Submittal Requirements

General Requirements

In response to COVID-19, City facilities, including the Public Works Facility, are closed to the public. Proposers shall make the necessary arrangements to physically deliver their Proposal to City Staff present outside the main entrance gate of the Public Works Facility from 4:30 p.m. to 5:00 p.m. on August 24, 2020. The Public Works Facility is located at 3621 Bell Avenue, Manhattan Beach, CA 90266. There will be no other opportunities or avenues to submit a proposal for this project.

Proposers must submit five (5) printed copies and one electronic copy of the proposal for the Project addressed to the Office of the City Engineer at 3621 Bell Avenue, Manhattan Beach, CA 90266 by the referenced deadline. The proposal cover letter, etc. should be made to the attention of the City Engineer by name. Proposer must submit an electronic copy of the proposed response on flash drive media labeled with Company name. Additionally, the Fee Schedule must be submitted in a separate sealed envelope and attached to the proposal packet. Electronic copies must be in searchable PDF format as a single document (optimized and compressed) for each deliverable described below. The naming convention for the file is, "E1248-20S, Company Name". An electronic copy will not be accepted in-lieu of the printed copies required. Failure to comply with these instructions may render the proposal non-responsive.

Consultants are advised to consider whether services to be performed include classifications subject to state prevailing wage requirements. Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing, inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State prevailing wage information is available through the Department of Industrial Relations website. Labor categories subject to prevailing wage requirements, when employed for any work on this project, are wholly the responsibility of the Consultant firm or individual named in any Design Services Agreement approved by the City. The City will not assume any responsibility for Consultant's failure to pay prevailing wages in accordance with State laws.

Specific Requirements

The Consultant's Proposal **must be** divided into two (2) parts as described below and shall be no more than twenty-six (26) pages double-sided letter format size with 12pt font narrative and 1-inch margins, where front and back count as two pages excluding the following: front and back cover of the proposal, a cover letter of up to two (2) pages, table of contents, resumes, dividers, matrix or chart, schedule, certificates, and fee schedule. Use of tabloid format size fold-out sheets for large matrix or charts and schedules is permissible.

Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP may not be given further consideration. The Consultant's Proposal shall include, at a minimum, the following information listed below in the same order as requested

Part 1: Information that will be part of the contractual documents

Describe the proposed management approach and scope of work for the Project in terms of communication, coordination, meetings, work assignments, document management and control, work execution and quality assurance / control.

- A. **Understanding Scope of Services** – Please describe in detail your understanding of the scope of services to be performed including a description of the proposed work program and techniques to complete the scope of services. The work plan should demonstrate the Proposer's ability to conduct intersection design and traffic signal system design services in a professional, timely, and efficient manner. The work plan should elaborate on the execution of each scope of work, identifying and approach to key challenges, deliverables and quality assurance/control.
- B. **Resource Allocation Matrix** – Please submit a detailed resource (staffing) allocation matrix of Consultant staff (job title only) and sub-consultant hours based on the major phases/sequencing of the anticipated Project schedule. The resource allocation matrix must be submitted with the proposal and shall correlate with the overall organizational staffing plan for staffing the Project. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. If one (1) or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City. The Consultant acknowledges and understands that the Consultant will not be allowed to change the sub-consultant without written permission from the City.
- C. **Project Schedule** – Please provide a project schedule of the major project activities and significant milestones (including those of sub-consultant work) in a weekly format. Assume start of work according to the Notice to Proceed date in this RFP. Please ensure that City staff is given a minimum of two weeks to review any deliverables submitted by the consultant.
- D. **Fee Schedule and Rate Sheet** – Submit fees to accomplish each task with a "bottom line" total Not-to-Exceed Fee, which must include conservatively estimated reimbursable expenses to complete each major task as described in the Scope of Work. The fee schedule must be consistent with the Resource Allocation Matrix to provide a breakdown of approximate personnel-hours by classification (job title and hourly rate) in order to accomplish each task and subtask described in the Scope of Work. Meetings, either on-site or by telephone, shall be included as work within each task. Include a fee schedule for reimbursement items on an

as-needed basis and cost estimates separate for each task. Time to accomplish each task shall be expressed in calendar days. **The successful, selected Consultant's monthly invoices must reflect similar information in order to be processed – invoice purely based on percentage completion will not be accepted.** The City's policy on Consultant expense is as follows:

- *Hotel, Meals and Airfare* – The City will not reimburse for lodging, meals, mileage or transportation for the contractor or its agents. This includes no reimbursement for travel time to and from the City.
- *Entertainment/Personal Services* – Under no circumstances are expenses related to entertainment (i.e., theater tickets, sporting events, etc.) or personal services (i.e., dry cleaning, haircuts, etc.) reimbursable.
- *Printing and Photocopies* – All printing and photocopying costs shall be included in the not to exceed fees.
- *Incidental Expenses* – There will be no reimbursements for deliveries/transmittals, telephone expenses or equipment rental/purchases.
- *Proposal Preparation Costs* – The City will not reimburse the contractor for any costs associated with the preparation of a proposal.

Other Expenses – Proposals may include a list of itemized unit costs of billable expenses typically incurred in the performance of the contract. Items which have not been specified, shall be approved by the City prior to providing and billing the expense.

Part 2: Pertinent statements and miscellaneous information

Detail the experience of the Consultant firm in conducting work of comparable scope and nature, and qualifications of key personnel of the primary firm and any sub-consultants who will participate in the Project.

- A. **Statement of Qualifications:** Please provide precise information regarding qualifications and experience of the proposed staff that will be available during the Project duration. The statement of qualifications shall include the names, qualifications and proposed duties of the Consultant's staff to be assigned to the Project; a listing of similar projects recently completed including the client/agency name, as well as the name, title, telephone, and e-mail address of the contact person most familiar with the similar work. These references will be checked and may affect the award of the contract. City of Manhattan Beach projects or staff will not be accepted as references. The City of Manhattan Beach reserves the right to contact any of the organizations or individuals listed or any others that may stem from the inquiry. **The qualifications and experience of the consultant and sub-consultant will be the primary selection criteria.**
- B. **Contract Exceptions** – Please provide any proposed exceptions, additions, and/or deletions to the City's Request for Proposal. **The City WILL NOT accept any proposed requested changes to the City's Design Services Agreement including the ability to meet the stipulated insurance requirements and other contractual terms therein. Please submit a proposal only if there is a clear understanding that the Consultant can execute the City's Design Services Agreement without any changes.** By submitting a proposal, the

Proposer represents they have an understanding of and will comply with the provisions and requirements of the RFP and any addenda.

- C. **Sample Work Products** – Please provide electronic copies of three (3) Water Master Plans that were recently completed with the same proposed Project Manager. **The required sample work products must be submitted on the aforementioned labeled flash drive**

6. Single Point of Contact for Questions

The contact person for all questions regarding this RFP is Tim Birthisel, tbirthisel@citymb.info. Proposers **may not** contact any other staff members with questions. Proposers must notify the City of any ambiguity, inconsistency or error they may find. All questions about the RFP must be submitted via email by the deadline. Any changes or corrections to the original RFP or any other information that will affect the completion of the award will be disseminated and posted on the City's website. It is the proposer's responsibility to self-register as a vendor through the following link in order to receive email notifications for any addenda that are released:

<https://www.citymb.info/departments/finance/purchasing/bid-opportunities>

7. Evaluation Process

Selection of the Consultant for interview (if interviews are held) with the City will be based on the contents of the written proposal. The proposal may be evaluated and ranked by a committee of selected City staff. The proposals will be rated according to, but not limited to, or in order of importance, the following selection criteria:

- Demonstrated understanding of the requested scope of services and overall successful project delivery, including resource allocation matrix (35 points).
- Staffing qualifications and experience (demonstrated technical ability) of key personnel and sub-consultants (30 points).
- Project management methods, quality control and focus on timeliness/scheduled delivery (10 points).
- Efficiency in project delivery (10 points)
- Consultant's familiarity with local (sensitivity) conditions (5 points).
- Reference checks and/or interview presentation (10 points).

The budget for the 2020 Water Master Plan Update project is \$300,000. Consultants will be evaluated based on efficiency in project delivery. Upon completion of the evaluation process, a short list will be established and the City will enter into negotiation with the top ranked Consultant for the desired design services. Compensation for the subject services will be negotiated based on what is fair and reasonable to the City. Should City staff and the top-ranked Consultant be unable to reach an agreement, negotiations with that Consultant will be terminated and

negotiations will commence with the next ranked Consultant in order of their evaluation ranking until an agreement is reached and a Consultant is selected.

8. Award of Contract and Contract Period

Following evaluation and rating by the proposal review committee, the Department of Public Works will recommend award of contract to the most qualified proposer providing the best value to the City. The term of the contract will begin after contract award and the Agreement is fully executed, and all required supplemental contract paperwork, insurance documents, etc. have been received and approved.

9. Payment to Consultant

Once the contract is awarded, the City will pay the Consultant for work completed consistent with the Resource Allocation Matrix. Fee Schedule is as described in the Cost Proposal.

- a. Progress payments shall be based on tasks performed as identified in the Fee Schedule. Monthly invoices will specifically identify job title, person-hours, hourly rate and costs incurred by each task. Sub-categorization of task is permitted to better define the task for payment. The Consultant is required to monitor and track the overall Project expenditures and include this report to the City in the monthly invoice. **Invoices purely based on percentage completion will not be accepted.**
- b. Sub-categorization of task is permitted to better define the task for payment.
- c. All tasks including labor and reimbursable costs shall have supporting documentation presented at the time payment is requested.
- d. The City will pay the Consultant for all acceptable services rendered in accordance with the terms of the attached "Design Services Agreement" which is included with this RFP in Appendix A. City will only accept invoices from the Consultant for work that has been reviewed and approved by City staff.
- e. When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Design Services Agreement", an "Amendment to the Agreement" will be executed between the City and Consultant.
- f. The Consultant will be responsible for tracking the expiration of the Agreement and its insurances in a timely manner. Once expired, the City will not be able to process any further payments until the situation is rectified.

10. General Conditions

ADDENDUMS. Should it be necessary for the City to issue addendums to this RFP during the proposal period, the City will endeavor to notify the known holders of this RFP. The addendums will be posted on the City website for any interested parties to review. Proposal should include a notation that the Proposer is aware of all of the addendums which have been issued and has incorporated their provisions in their proposal. Proposers responsible for insuring that they have obtained all addenda.

ADDITIONAL INFORMATION. The City reserves the right, to request additional information or clarifications from Proposers where it may serve the City's best interest.

ADDITIONAL SERVICES. The Scope of Work describes the minimum work to be accomplished. Upon final selection of the Consultant, the Scope of Work may be modified and refined during negotiations with the City.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the Consultant or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. City reserves the right to negotiate final terms with the selected Proposer, if any. Award may be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria and the City may accept other than the lowest priced proposal.

BUSINESS LICENSE. The successful Consultant will not be required to procure a City of Manhattan Beach Business License prior to commencing work unless the Consultant is also doing work for other companies in Manhattan Beach. Call Business Licensing at (310) 802-5558 for rate information or to apply for a license.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

CANCELLATION OF SOLICITATION. The City may cancel this solicitation at any time.

CONFLICT OF INTEREST. By signing the Certificate of Proposal (Appendix D), the Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposals, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.

COSTS. The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals, or any other such expenses incurred by the Proposer in responding to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

DEFAULT. Refer to Section 14 of the attached Design Services Agreement, which is included in this RFP as Appendix A.

DEFINITIONS. The following meanings are attached to the following defined words when used in these RFP documents: The word “City” means the City of Manhattan Beach, California. The word “Proposer”, “Respondent”, or “Consultant” means the person, firm, or corporation submitting a proposal on these RFP documents or any part thereof.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider proposals from participants in such collusion. No person, Consultant, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit (Appendix B).

DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any). Proposer shall satisfy him/herself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by these documents. The failure or neglect of the Proposer to examine documents shall in no way relieve him/herself from any obligations with respect to the solicitation and/or subsequent contract that may be awarded. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the RFP documents. The failure or neglect of a Proposer to receive or examine any of the documents shall in no way relieve him from any obligations with respect to the proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

ERRORS/OMISSIONS. The Proposer shall not be allowed to take advantage of any errors and/or omissions in these RFP documents or in the proposal submitted. Full instructions will be given if such errors/omissions are discovered, and Proposer agrees to abide by said instructions.

FORCE MAJEURE. Refer to Section 13 of the attached Design Services Agreement, which is included in this RFP as Appendix A.

INTERPRETATION OF RFP DOCUMENTS. City reserves the right to make corrections or clarifications of the information provided in this RFP. If any respondent is in doubt as to the true meaning of any part of the RFP documents, or finds discrepancies or omissions, respondent may submit to the City a written request for an interpretation or correction.

Oral statement(s), interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by the City.

The requesting party is responsible for prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the RFP documents, and when issued, will be sent as promptly as is practical to all parties recorded by

the City as having received RFP documents. All such addenda shall become a part of the RFP document. It is the responsibility of each Proposer to ensure the City has their correct business name, mailing address and e-mail address on file. Any prospective Proposer who obtained a set of RFP documents is responsible for advising the City that they have a set of RFP documents and wish to receive subsequent Addenda.

IRREGULARITIES. City reserves the right to waive non-material irregularities or informalities if such would be in the best interest of the City as determined by the City Manager.

NON-DISCRIMINATION. Proposer represents and warrants that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition.

NON-EXCLUSIVE. Should the City make an award, the successful Proposer will enter into a NON-EXCLUSIVE design services agreement and the City reserves the right to enter into agreements with other Consultants.

OFFERS OF MORE THAN ONE PRICE. Proposers are NOT allowed to submit more than one proposal.

OWNERSHIP. All data, documents and other products used or developed during the RFP process become the property of the City upon submission.

NO OBLIGATION. The release of this RFP does not obligate or compel the City to enter into a contract or agreement.

PATENT RIGHTS. The Proposer agrees to save, keep, bear harmless, and fully indemnify the City, its officers, or agents, from all damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights or any person or persons in consequence of the use by the City, or any of their officers and agents, or articles supplies under any resulting contract, and of which the vendor is not the patentee or assignee, or which the proposer is not lawfully entitled to sell.

PROPOSAL, REJECTION OF. The City reserves the right to reject any or all proposals or any part of a proposal. The City reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

PROPRIETARY INFORMATION. All proposals and documents submitted in response to this RFP shall become the property of the City and a matter of public record pursuant to Government Code sections 6250 et seq. Proposals should not be marked as confidential or proprietary, and City may refuse to consider a proposal so marked. All Information contained within the proposals will become a matter of public record. It is the responsibility of each Proposer to clearly identify any and all information contained within their proposal that it considers to be confidential and/or proprietary. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public. In the event that

a demand for disclosure of information designated as "confidential and/or proprietary" by a Proposer is made, the City will notify the Proposer in writing of such demand and shall furnish a copy of the City's written response to the requestor. Proposer may then pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information.

NO PUBLIC PROPOSAL OPENING/PUBLIC RECORDS ACT. Proposals shall be opened and their contents secured by City staff to prevent disclosure during the evaluative process and the process of negotiating with competing Proposers. Adequate precautions shall be taken to treat each Proposer fairly and to insure that information gleaned from competing proposals is not disclosed to other Proposers. Prices and other information concerning the proposals shall not be disclosed until a recommendation for award is made to the awarding authority.

REPRESENTATIONS. Proposer understands and acknowledges that the representations made in their submitted proposal are material and important, and will be relied on by the City in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.

RFP PART OF AGREEMENT. Should an agreement be awarded, this Request for Proposal and Scope of Services and all conditions may become part of the agreement between the City of Manhattan Beach and the successful Proposer.

SEVERABILITY. If any provisions or portion of any provision, of this Request for Proposals are held invalid, illegal or unenforceable, they shall be severed from the Request for Proposals and the remaining provisions shall be valid and enforceable.

SUBCONTRACTOR INFORMATION. If the proposal includes the use of subcontractors, Proposer must identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services. If a subcontract for work services to be performed exceeds \$25,000 the subcontract must contain all required provisions of the prime contract.

SUBCONTRACTOR REFERENCES. For all subcontractors that will be used for providing services as part of the RFP, Proposers must provide a minimum of two references from similar projects performed for any local government clients within the last three years. Information provided shall include:

- Client name
- Project description
- Dates (starting and ending)
- Technical expertise
- Staff assigned to reference engagement that will be designated for work per this RFP
- Client project manager's name and telephone number

VALIDITY. Proposal must be valid for a period of 120 days from the due date.

WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw Proposals only by written request received by City Engineer before the Proposal Submittal Deadline.

11. Insurance Requirements

Refer to Section 9 of the attached Design Services Agreement, which is included in this RFP as Appendix A. Proposers shall submit as part of their Proposal documents the completed Consultant's Acknowledgement of Insurance Compliance, which is included in this RFP as Appendix C.

ATTACHMENTS:

- 1) Appendix A: Sample Design Services Agreement
- 2) Appendix B: Non-Collusion Affidavit
- 3) Appendix C: Consultant's Acknowledgement of Insurance Compliance
- 4) Appendix D: Certification of Proposal
- 5) Appendix E: 2010 Water Master Plan
- 6) Appendix F: 2015 Urban Water Management Plan
- 7) Appendix G: Water System Diagram
- 8) Appendix H: Water System Hydraulics Diagram
- 9) Appendix I: City Water System Map
- 10) Appendix J: GIS Shapefiles for City Water System

DESIGN SERVICES AGREEMENT

This Design Services Agreement (“Agreement”) is dated [month] [day], [year] (“Effective Date”) and is between the City of Manhattan Beach, a California municipal corporation (“City”) and [Consultant’s Legal Name], a [Legal Form of Entity and state of formation, e.g., California corporation, limited partnership, limited liability company] (“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 _____, titled “2020 Water Master Plan Update Project”. Consultant submitted a proposal dated _____, 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.

1. Consultant’s Services.

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.

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 [Name], [Title] (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.

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.

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.

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.

Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

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.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through [Month] [Day], [Year], unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

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 \$[Numerical Amount] (the "Maximum Compensation") for such Services.

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

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.

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.

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.

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.

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.

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.

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.

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.

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).

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.

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.

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.

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

9. Insurance.

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:

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.

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.

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.

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

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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
(Add Department's Name)
Attn: (Staff's Name and Title)
1400 Highland Avenue

TO CONSULTANT:

Manhattan Beach, California 90266

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 and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Business Days. “Business days” means days Manhattan Beach City Hall is open for business.

29. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Manhattan Beach.

30. Attorneys’ Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys’ fees, experts’ fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

31. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

City:

City of Manhattan Beach,
a California municipal corporation

Consultant:

[Consultant's Legal Name],
a [Legal Form of Entity]

By: _____

Name: Bruce Moe
Title: City Manager

By: _____

Name: _____
Title: _____

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 IMPACT:

By: _____

Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

By: _____

Name: [Director's Name]
Title: [Name of Department] Director

**EXHIBIT A
SCOPE OF SERVICES**

**EXHIBIT B
APPROVED FEE SCHEDULE**

EXHIBIT C
TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAWS 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.

**Appendix B
Non-Collusion Affidavit**

The undersigned declares states and certifies that:

1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Manhattan Beach or of anyone interested in the proposed contract.
5. All statements contained in the Proposal and related documents are true.
6. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. I have not entered into any arrangement or agreement with any City of Manhattan Beach public officer in connection with this proposal.
8. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

This executed form must be submitted with Scope of Work proposal.

Appendix C
Consultant's Acknowledgement of Compliance with Insurance Requirements
for Agreement for Professional/Consultant Services

Consultant agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal and accepts all conditions and requirements as contained therein.

Consultant: _____
Name (Please Print or Type)

By: _____
Consultant's Signature

Date: _____

This executed form must be submitted with Scope of Work proposal.

**Appendix D
Certification of Proposal**

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP) **No. E1248-20S**.

- 1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
- 2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.
- 3) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
- 4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- 5) The proposal response includes all of the commentary, figures and data required by the Request for Proposal
- 6) The proposal shall be valid for 90 days from the date of submittal.

Name of Proposer: _____

By: _____
(Authorized Signature)

Type Name: _____

Title: _____

Date: _____

This executed form must be submitted with Scope of Work proposal.

Appendix E
2010 Water Master Plan

<https://www.citymb.info/departments/public-works/utilities-division/master-plans>

Appendix F
2015 Urban Water Management Plan

<https://www.citymb.info/departments/public-works/utilities-division/master-plans>

**Appendix G
Water System Diagram**

https://drive.google.com/drive/folders/1IxEB9rXaoOkQWYPWp7i1_1H2JhXYTjBy?usp=sharing

Appendix H
Water System Hydraulics Diagram

[https://drive.google.com/drive/folders/1SgxOue3vhxZ0O-ANk-jvjX0 -
KhzTVS?usp=sharing](https://drive.google.com/drive/folders/1SgxOue3vhxZ0O-ANk-jvjX0-KhqzTVS?usp=sharing)

Appendix I
City Water System Map

[https://drive.google.com/drive/folders/1fRTjLRTOcmlCi5bZUmIRyEf1SdkQxIn6?
usp=sharing](https://drive.google.com/drive/folders/1fRTjLRTOcmlCi5bZUmIRyEf1SdkQxIn6?usp=sharing)

Appendix J
GIS Shapefiles for City Water System

<https://www.dropbox.com/sh/u6fttl3fc98e2nw/AAA92yNrAXsJQ52O0c-neV1ma?dl=0>