

**AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND MACKAY METERS, INC.**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and MacKay Meters, Inc. a Florida corporation, whose corporate headquarters is located at 1342 Abercrombie Road, New Glasgow, Nova Scotia, Canada B2H 5C6 (hereinafter called "MacKay" or "Contractor").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".

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**GENERAL PROVISIONS**

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be

specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Contractor expressly recognizes that other

City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary

materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.
13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole



negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement. Notwithstanding the foregoing, in no event will MacKay be liable for or obligated to pay damages of any kind, to any person, for loss of revenue, loss of profits, loss of business, loss of contracts, loss of goodwill, loss of data, loss of opportunity, damage to reputation or loss of anticipated savings, or any other damages or remedy.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
  - b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
  16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
  17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
    - a. Acknowledgement. Contractor acknowledges that eight (8) 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. Contractor shall, as a penalty to the City, forfeit twenty- five dollars (\$25) 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 (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 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 8 hours per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. 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 comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

- b. Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference.

- 18. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

- 19. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the

City's sole and absolute discretion.

20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

30. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
31. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

*SIGNATURES FOLLOW ON NEXT PAGE*



IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 21<sup>st</sup> day of April, 2020.

CITY OF REDONDO BEACH,

MackKay Meters, Inc.

DocuSigned by:

*Bill Brand*

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William C. Brand, Mayor

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

DocuSigned by:

*Eleanor Manzano*

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Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:

*Jill Buchholz*

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Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:

*Michael W. Webb*

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Michael W. Webb, City Attorney

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 21<sup>st</sup> day of April, 2020.

CITY OF REDONDO BEACH,

MacKay Meters, Inc.

\_\_\_\_\_  
William C. Brand, Mayor

By: \_\_\_\_\_  
Name: James MacKay  
Title: V.P. Sales

ATTEST:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

APPROVED:

\_\_\_\_\_  
Jill Buchholz, Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Webb, City Attorney

## **EXHIBIT "A"**

### **PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES**

The scope of work includes, but is not limited to, providing the labor, materials, and equipment (hardware and software) for the replacement of existing parking meters and housing serving approximately 600 parking spaces, with the option for the City to include additional meters/spaces. Services will include the training of City staff on the maintenance and operation of Contractor's replacement parking meters.

Areas that have been identified for potential inclusion in this phase of the upgrade include: 191 parking spaces on the West side of the Esplanade, 124 parking spaces on the East side of the Esplanade, 41 parking spaces on George Freeth Way, and potentially other areas of North Harbor Drive. There is a potential for use of single and/or dual meter solutions in these areas.

The number of parking meters to be replaced is an estimate only and is subject to funding approval by the City Council. The actual number of parking meters to be replaced will be determined by the City in consultation with the Contractor.

It is expected that additional paid parking locations will be identified in the future throughout the City and this Agreement will potentially be utilized to purchase equipment to support those locations.

#### **Parking Meter**

##### mkBeacon™ Wireless Single Space / Dual Space Parking Meters

The mkBeacon™ wireless single space meter offered in this response accepts coin, credit card, smart card, and cellular payment. The mkBeacon™ meter uses solar power, has a large display with an easy to use piezo style keypad, utilizes the latest payment technology, all while featuring a new modular design. The exterior components of the mkBeacon™ meter are precision made, injection molded parts, made of an extremely durable, light weight, impact resistant polycarbonate copolymer resin material that will not corrode. The precision fit of the injection molded parts minimizes gaps and water ingress into the interior of the meter. The meter components mate tightly with the tubular stainless-steel rear exterior housing of the mkBeacon™ meter, and together provide a very strong, weather proof exterior casing. The interior bracketry is made with recyclable plastics.

#### **Software and Management**

##### Sentinel™ Meter Management System

MacKay's Sentinel™ MMS (Sentinel) will enable City designated staff to monitor the performance of the installed mkBeacon™ meters on a web enabled PC or handheld device.

The current status of each machine running in the City's system will be monitored through a secure web interface allowing remote monitoring of the meters from anywhere access to the internet is available. Each meter will be configured to regularly communicate to MacKay's host server which will maintain historical information on all aspects of information occurring at the meter. The server can also be configured to transmit alerts in the form of text messages and/or emails to Personal Digital Assistants (PDAs) or mobile phones, increasing the ability to service the meters when the occasion arises.

Sentinel™ MMS will be installed on MacKay's server, as an on-line hosted data service provided by MacKay. This hosted service is available to the City enabling access to the critical data at any time but without having the need of managing an IT department. MacKay will manage the Sentinel™ database server where the data collected from the meters resides. With a hosted service there is no additional burden on the City staff, or further workload to the existing network personnel or infrastructure.

## **Maintenance**

MacKay does not offer a maintenance contract with our products. Instead, the focus is to train City staff on how to maintain the equipment themselves. The Sentinel™ Meter Management System monitors the equipment and allows the City's maintenance team to identify and quickly correct issues.

City technicians will provide regular maintenance for purchased products. Since all of the equipment is made primarily of modular components, it is anticipated that the City should find that maintenance requirements to keep it operational are minimal and easily managed with appropriate and thorough training of City staff by MacKay together with spare meters and spare parts inventory maintained by the City. MacKay will provide all the required operation and maintenance manuals necessary to operate and maintain the physical products and corresponding software. Carrying out the prescribed maintenance procedures therein, and as instructed from time to time by MacKay in writing, is necessary to ensure that the warranty on all products and software purchased from MacKay is not void.

## **Training**

MacKay will train City staff to operate and maintain the meters. MacKay will also train City staff on using the Sentinel™ Meter Management System to monitor the mkBeacon™ meters and the revenue generated.

Training will focus on the specific characteristics of the products, their capabilities, and user interface with the system. The training sessions can be divided into small groups of technicians/staff according to their respective tasks. Groups can be formed for collection, maintenance/repair and system reporting and management. Training shall be such that each trainee learns through significant 'hands on' experience under the guidance of an experienced trainer, assigned by MacKay, to carry out an agreed list of first line fault corrections, maintenance, and other operations.

The delivered training programs will enhance the capabilities of the operations and



maintenance functions. All training will be supported by a variety of printed training materials, as well as a complete set of technical manuals. In addition, customer service or sales support staff can arrange Webex (internet/phone meetings) to provide further training sessions/support on-line.

Training shall take place during the installation of the meters with City staff present, so all normal customer and owner functions will be fully tested and operational by the end of that training session. This final testing will be witnessed by the City staff.

The following is a proposed schedule for training that MacKay will provide to designated City staff. MacKay will provide the training courses listed below during the installation of the meters prior to the installation /activation of any mkBeacon™ meters on-street. The below training schedule will be refined and approved in conjunction with MacKay and City staff after award of any meter procurement contract. (S=mkBeacon, M=Sentinel MMS).

Depending on the number of attendees, and size of the installation, most meter and MMS training can be scheduled and completed over a 1-week period. Ideally training should be carried out during the installation weeks to support knowledge retention by trainees.

**Course S01-1** – mkBeacon™ Meter Commissioning & Installation for Technicians

**Course S02-1** – mkBeacon™ Meter Service & Repair for Technicians

**Course M03-1** – Introduction to Sentinel™ Meter Management System for Technicians

**Course M06-1** – Advanced MMS Training I – Sentinel™ Meter Management System for Collections, Finance, Accounting, & Audit Staff, Supervisors and Managers

**Course M07-1** – Advanced MMS Training II – Sentinel™ Meter Management System for Meter Shop Staff, Supervisors and Managers

**Course M08-1** – Advanced MMS Training III – Sentinel™ Meter Management System for Managers & Administrators

### **Warranty / Customer Support**

MacKay will provide a two (2) year warranty on all MacKay products to repair and/or replace any part or modular component determined to be defective in material or workmanship under normal use and service. MacKay's standard warranty terms will apply.

In order to maintain warranty coverage, City technicians are required to provide the prescribed regular maintenance for these products. MacKay shall provide the City with all operating and maintenance manuals necessary to operate and maintain the product and software. Carrying out the prescribed maintenance procedures therein, and as instructed from time to time by MacKay in writing, is necessary to ensure that the warranty on all products and software purchased from MacKay is not voided.

## Gateway / Hosting / Notification Services

### 1. DEFINITIONS

In this Gateway / Hosting / Notification Services section, the following words and expressions shall, unless the context otherwise requires, have the following meanings:

- a) "Bank Charges" means the charges levied by the Merchant Acquiring Bank for Card Transactions and Refunds;
- b) "Bank System" means the banking system operated by any approved bank, financial institution or other body;
- c) "Card" means credit or debit cards;
- d) "Codes of Practice" means all codes of practice, rules of procedure, guidelines, directions, scheme rules and other requirements issued by the Bank System as may be specified from time to time as being applicable to the Services and the use thereof by the City;
- e) "Confidential Information" means, in relation to either party, information (whether in written or electronic form) belonging or relating to that party, its business affairs or activities which is not in the public domain and which:
  - (i) either party has marked as confidential and proprietary; or
  - (ii) either party in writing has advised the other party is of a confidential nature;
- f) "City Account Information" means the information provided by the City of all the City details including the Merchant Account information and/or requirements, such information to be provided to MacKay in a form to be agreed between the parties;
- g) "CVV, CVV2, CVC2 or PVV" means the security digits encoded on the Card, printed on the Card signature strip or appearing elsewhere on the Card;
- h) "Intellectual Property" means all copyright, design rights, database rights, trade marks, trade names, Confidential Information, service marks, domain name rights, patents, know-how and all other intellectual property rights, whether registered, registerable or not and both present and future;
- i) "Merchant Account" means the merchant account facility agreed between the City and the Merchant Acquiring Bank;
- j) "Merchant Acquiring Bank" means the bank with which the City holds a Merchant Account;
- k) "Merchant ID" means the identity number associated with the Merchant Account as notified to the City by the Merchant Acquiring Bank;
- l) "Offering" means the goods and/or services offered to the Service User by the City from the Terminal for which payment is made using the PSP Service;
- m) "PSP Service(s)" means the processing of Card Transactions from Terminals making the Offering, such services to include but not be limited to: accepting authorization requests for Card Transactions from the Terminals; the authorization of Card payments via the Merchant Acquiring Bank; following authorization, passing an appropriate message back to the requesting Terminal and submitting the settlement file of

authorized Card payments to the Merchant Acquiring Bank. PSP Services are provided in part by a third party, CreditCall Ltd. ("CreditCall"), subject to an agreement ("CreditCall Agreement") between MacKay Meters, Inc., and CreditCall. PSP Services may also be provided by MacKay using an alternative third-party solution as MacKay shall, in its sole discretion, determine from time to time;

- n) "Public System" means the telecommunications system run by a public telecommunications operator or internet service provider which may be accessed by GSM Data, ISDN, IP, Mobitex, analogue line or other transmission type;
- o) "Refund" means a Transaction Amount that is refunded to the Service User by the City via WebMIS;
- p) "Service User" means the purchaser of the Offering;
- q) "Services" means:
  - (i) the hosting of remote monitoring, reporting and remote alert notification services ("Hosted Services");
  - (ii) facilitating PSP Services for the Terminals;
  - (iii) telephone and email support during the initial set up of the Services during MacKay's normal business hours;
  - (iv) reasonable, ongoing technical support related to the Services during MacKay's normal business hours;
  - (v) data backups on MacKay's hosting server consistent with reasonable industry standards for a period of at least one year;
- r) "Terminal(s)" means MacKay's one-space and two-space parking meter(s);
- s) "Terminal Live Date" means the date on which the Terminal starts transmitting Transactions to the PSP Service;
- t) "Track 2 Information" means the credit or debit card information held on the Card, typically on the computer chip or the magnetic stripe;
- u) "Transaction" means each individual payment authorization and/or settlement processed by the PSP Service;
- v) "Transaction Amount" means the amount charged by the City to the Service User for the Offering;
- w) "WebMIS" means the CreditCall product which allows MacKay or the City to access and manage their Transactions and Refunds via a CreditCall provided website.
- x) "WebMIS Login" means an access account for the CreditCall WebMIS service.

## 2. RESPONSIBILITIES OF MACKAY

MacKay shall use all reasonable endeavors to provide and maintain the Services to the City.

MacKay shall at its sole discretion, from time to time, improve, upgrade or alter the Services as it deems appropriate provided such changes do not materially change the nature of the Services. MacKay shall use all reasonable endeavors to inform the City prior to the changes

being made. Bug fixes and upgrades to the software forming part of the Hosted Services will be carried out automatically and at no charge to the City.

MacKay is responsible for the security of cardholder data which it possesses or otherwise stores, processes or transmits on behalf of the City.

### 3. RESPONSIBILITIES OF THE CITY

City shall:

- a) at all times throughout the duration of these Gateway / Hosting / Notification Services, ensure that all publicity, signage and/or promotional material issued by the City in respect to, or in connection with the Services complies in all respects with the Codes of Practice. The City shall not, in any publicity or other promotional activity, state or imply any approval or endorsement by MacKay or CreditCall of any Offering in any way without the prior written approval of a duly authorized officer of MacKay or CreditCall, as the case may be. "Publicity" shall not include press releases describing the Services or any such factual announcements;
- b) ensure that before the Offering is made available to the public, that all such rights, authorizations, licenses, exemptions, consents and permissions as may be necessary for the Offering have been obtained or granted and all such requirements of law or of any other competent authority or public body have been complied with as are necessary or prudent in connection with the provision of the PSP Service. And shall at all times throughout the duration of these Gateway / Hosting / Notification Services maintain in full force and effect all such rights, authorizations, licenses, consents and permissions and comply with all such requirements;
- c) use best endeavors to provide to MacKay such assistance and/or information as MacKay may from time to time reasonably request in order to comply with all or any requirements and conditions at any time imposed by any law or order of competent authority which are or may be applicable to or affect the Services;
- d) undertake not to disconnect or interfere with the operation of the Services, except where explicitly agreed in writing between the parties; and to use its best endeavors to prevent such disconnection or interference by any third party;
- e) report to MacKay any abuse or threatened abuse or loss of the Services or any factors affecting the performance of the Services as soon as practicable after the City becomes aware of such abuse, loss or performance-affecting factors;
- f) acknowledge and ensure that for those Terminals providing PSP Services through CreditCall, CreditCall is and will be the supplier of payment service provision for the duration of these Gateway / Hosting / Notification Services;
- g) ensure that only the sale of those services and/or products as agreed with MacKay and as documented in the City Account Information will take place. MacKay reserves the right to treat any breach of this clause as a material breach for the purpose of this Gateway / Hosting / Notification Services section;
- h) purchase Terminal(s) that are appropriately configured to provide the Services;
- i) in a timely fashion, provide MacKay with the City Account Information related to each



Terminal or set of Terminals from which the PSP Service are to be provided and at least fifteen (15) working days prior to the Terminal Live Date;

- j) set up a Merchant Account with a Merchant Acquiring Bank, and be responsible to pay any and all set up and Bank Charges associated with the Merchant Account;
- k) obtain and maintain access to the internet and use a current version of Google® Chrome or equivalent, at the City's sole expense;
- l) be responsible for the Fees from the Terminal Live Date irrespective of the fact that MacKay is unable or prevented or hindered in providing the Services in any way only as a result of City's breach of its obligations as set out in this Gateway / Hosting / Notification Services section, or its failure to maintain the Terminals or any other factors beyond MacKay's control. Where any break in Services is due to a problem with MacKay's provision of the Services, the City shall not be liable for the Fees applicable to any such break in Services;
- m) in the event of a dispute over an invoice under Part 4, supply MacKay with any information and/or documentation as MacKay should reasonably request, within fifteen (15) working days;
- n) not use the Services in any manner whatsoever which constitutes a violation of any law, regulation, ordinance or other enactment, or of any person's rights, applicable to this agreement which may cause MacKay or CreditCall to be subject to any investigation, prosecution or legal action. MacKay reserves the right to terminate these Gateway / Hosting / Notification Services with immediate effect in the event that this Clause 3 (n) is subject to a breach by the City;
- o) monitor the Transactions, Refunds and its Merchant Account using WebMIS.

#### 4. FINANCIAL PROVISIONS

MacKay reserves the right to charge and invoice the Client an additional development fee to cover costs in the event that the Merchant Acquiring Bank requires MacKay to complete an accreditation procedure.

Unless stated otherwise all Fees, charges and other payments to be made by the City under this Agreement are exclusive of sales and use tax and any other applicable taxes. It is the City's responsibility to identify and pay any taxes or charges applied by any statutory or public body in the country and/or state in which the City carries on its business and the country and/or state in which the Offering is made.

#### 5. SECURITY

For security purposes, and in keeping with existing Codes of Practice, the MacKay supplied Terminals:

- a) do not store any Service User-identifying element of a Transaction, other than temporarily to process the Transaction with the PSP Service; this explicitly includes (but is not limited to) any Card numbers, CVV, CVV2, CVC2 or PVV information and any Track 2 Information derived from the chip or magnetic strip;
- b) do not log any Service-User identifying element of a Transaction for any purpose at all

including debugging or auditing and nor will any other record of a Transaction be held electronically or on paper; and

- c) do encrypt or obscure the Card numbers either by masking all digits except the first 6 and last 4 numbers; using the last 4 digits only or by applying a secure one-way hashing algorithm such as SHA-1.

Independent of and notwithstanding the above practices employed by the supplied Terminals, the City shall:

- a) not store any Service User-identifying element of a Transaction, other than temporarily to process the Transaction with the PSP Service; this explicitly includes (but is not limited to) any Card numbers, CVV, CVV2, CVC2 or PVV information and any Track 2 Information derived from the chip or magnetic strip;
- b) not log any Service-User identifying element of a Transaction for any purpose at all including debugging or auditing and nor will any other record of a Transaction be held electronically or on paper; and
- c) encrypt or obscure the Card numbers either by masking all digits except the first 6 and last 4 numbers; using the last 4 digits only or by applying a secure one-way hashing algorithm such as SHA-1.

## 6. PROPRIETARY RIGHTS

The Intellectual Property in the Services and PSP Services, underlying technology and any supporting documentation shall remain exclusively owned by MacKay and/or CreditCall, as the case may be. Nothing in this Gateway / Hosting / Notification Services section shall give the City any right, title or interest in the Services or PSP Services, underlying technology or supporting documentation, save as expressly set out in this Gateway / Hosting / Notification Services section.

This Gateway / Hosting / Notification Services section shall not operate as an assignment to either party of any Intellectual Property right belonging, or licensed, to any other party and each party shall retain ownership of, or other interest in, any such Intellectual Property right to which they may be entitled.

Nothing in this Gateway / Hosting / Notification Services section shall entitle either party to use any other party's name, logo, trademark or Intellectual Property right in any way or any context whatsoever without the prior written consent of the other.

MacKay reserves the right to assign or sub-contract any of its rights or obligations under this Gateway / Hosting / Notification Services section and will provide notification to City in the event such right is exercised.

Both parties will use their best endeavors to ensure that they do nothing that will bring disrepute to the other party's name or which will affect the other party's reputation.

MacKay reserves all rights not expressly granted.

## 7. CONFIDENTIALITY

Neither party shall, without the prior consent of the other, disclose, publish, nor make use of, for its own or any purposes, any Confidential Information concerning the other which may come to its knowledge as a result of the discussions leading to these Gateway / Hosting / Notification Services or anything done pursuant to it. This provision shall not apply:

- a) to the disclosure or publication of any Confidential Information to any person having a legal right or duty to obtain or require such Confidential Information;
- b) where such Confidential Information has been disclosed or published to the general public (other than as a result of a previous, unauthorized disclosure, publication, or use for its own purpose by either party);
- c) where the party received the Confidential Information from an independent third party who did not itself obtain it under an obligation of confidentiality;
- d) where the Confidential Information is already known to the receiving party prior to the commencement of these Gateway / Hosting / Notification Services (but, for the avoidance of doubt, this exception shall not apply to any Confidential Information which became known to that party during the course of any previous discussions, negotiations or relationship with the other party);
- e) is developed by the receiving party at any time independently of the Confidential Information disclosed to it by the other party or by persons who have had no access to or knowledge of such information.

For the avoidance of doubt Part 7 shall remain in full force and effect whilst this Agreement is in force and for a period of 2 years from the date of termination of this Agreement howsoever caused.

The provisions set out in this Part 7 are in addition to (and not in substitution for) all other confidentiality obligations agreed between the parties.

## 8. NO WARRANTY

MacKay makes no warranty or guarantee whatsoever, explicit or implicit, with regard to the quality, reliability or merchantability of the Services, and/or the PSP Services or the suitability of same for a particular purpose and without limiting the generality of the foregoing, MacKay does not warrant that the Services, the PSP Services, the Bank System or the Public System will be uninterrupted, error free or without delay.

Without limiting the generality of the foregoing, MacKay shall not be liable for any failure to provide or maintain the Services where such arises from a technical or other failure of the Public System, the Bank System or any product or service supplied by the City or by a third party.

Without limiting the generality of the foregoing, the City acknowledges that it has been made aware by MacKay of the types of theft and fraud which may occur and the City further acknowledges and agrees that MacKay is not responsible in warranty or in contract for any repair, replacement or damages of any sort caused by fraud and/or theft or illegal means unless it is caused by MacKay's negligence or willful misconduct.

## 9. LIMITATION OF LIABILITY

All risks with respect to authorization and/or settlement of Transactions and Refunds by the Bank System lie with the City and/or the relevant financial institution, and neither MacKay nor CreditCall shall have any liability to the City and/or the Service User except where a Transaction or Refund fails due to MacKay's or CreditCall's negligent act or omission in which case MacKay's and CreditCall's sole liability will be to reprocess the Transaction or Refund.

Under no circumstances will MacKay's liability to the City hereunder exceed the sum of the Fees paid by the City for Services for the 12 months preceding the date of any claim.

The City acknowledges and agrees that neither MacKay nor CreditCall will have any liability in contract or in tort for:

- a) the supply to the Service User of the Offering, invoices, receipts or any other information the Service User may require to use or otherwise take the benefit of the Offering;
- b) the timeliness, standard, and/or suitability of the Offering;
- c) or in respect of any charge, cancellation or dispute relating to the Offering.

The City shall fully indemnify MacKay and/or CreditCall against any and all expenses, losses or damages resulting from claims or demands brought by a Service User against MacKay and/or CreditCall in respect of the Offering. MacKay shall as soon as reasonably possible give notice to the City of any such action, proceeding, claim or demand and shall not settle or compromise any claim made by a Service User against MacKay without the prior written consent of the City, which shall not be unreasonably withheld or delayed.

## 10. TERMINATION AND SUSPENSION

MacKay may suspend or terminate PSP Services if the services provided by CreditCall are interrupted or terminated for any reason, and MacKay shall use best endeavors to notify City in advance of such interruption or termination.

Where these Gateway / Hosting / Notification Services are terminated (howsoever caused) those provisions of this Gateway / Hosting / Notification Services section capable of surviving termination (including but not limited to Parts 7, 8, and 9) shall continue in full force and effect.



**EXHIBIT "B"****SCHEDULE OF PERFORMANCE**

**TERM.** The term of this Agreement shall commence on April 21, 2020; however, the two or more (2+) year term shall not toll until after installation of the final meter, or December 2021, whichever is sooner. The term shall expire April 20, 2022 or two (2) years after the installation of the final meter, whichever comes sooner ("Term"), unless otherwise terminated as herein provided. The parties may enter into three (3) two-year extensions by written agreement of the parties.

Selection/Contract	Date of signed agreement/PO
Preparation of order details and signoff	Approx. 7 – 14 days after contract signing
Payment Gateway Account Activation	Setup concurrently while meters are being built
Approval of decals and screens	Approx. 7 - 21 days from receipt of order details
Delivery of product –mkBeacons or mkBeacon 2-Bay meters	Approx. 6 – 8 weeks from receipt of order details for full delivery, training and installation
Training and Installation	Typically, 2 – 3 days of training completed by a senior customer service technician done during the installation process. All testing is done as the meters are commissioned.
Equipment maintenance (trained City staff)	Typically, a cleaning every 6 months of meters and pay stations.

Note: installation documentation along with maintenance documents will be provided for the training process.

**EXHIBIT "C"**  
**COMPENSATION**

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

A. **AMOUNT.** The total not to exceed amount for the two or more (2+) year term of this Agreement shall not exceed \$303,300.18.

QTY	Description	Price Each	Total
62	mkBeacon™ Wireless solar powered meter (includes new vaults, coin cans, locks and keys)	\$500.00	\$31,000.00
241	Dual space mkBeacon™ Wireless solar powered meter (includes new vaults coin cans, locks and keys) - <i>OPTIONAL ( in place of 2 single space units)</i>	\$700.00	\$168,700.00
1	On-site training in meter use, collections, maintenance, best practices; set-up and use of Sentinel / mkAnalytics	\$4,500.00	\$4,500.00
303	Installation - <i>OPTIONAL (can be done by City staff)</i>	\$20.00/meter	\$6,060.00
303	Shipping/meter <i>(Assuming quantity of 400)</i>	\$7.00	\$2,121.00
	TOTAL (excluding sales and use taxes)		\$212,381.00

Contractor shall be paid in accordance with the following schedule.

**Hosted Remote Monitoring and Notification Service for MacKay mkBeacon™ Including Credit Card Payment Gateway and Cellular Communications**

MacKay will supply a hosted system for performing parking management functions. The Parking Management System will include:

- Sentinel™ MMS, used to remotely monitor the on-street status of the **mkBeacon or mkBeacon dual space** operations and notify the City of any alerts. Also Sentinel can generate a variety of reports on the information downloaded periodically each day from the **mkBeacon or mkBeacon dual space** over the wireless Cellular network.
- Cellular communications for each meter that allow for data to flow to Sentinel™ MMS or for credit card authorizations through CreditCall Ltd.
- Credit card transaction fees

The standard fee for these hosted services, including the cellular communications and the credit card gateway services is as follows:

Option	Description	Quantity	Monthly Fee per terminal	Fee per credit card transaction
1	mkBeacon single space meter	1	\$6.00	\$0.00
2	mkBeacon dual space meter	1	\$10.00	\$0.00

#### **Account Setup Fees Payable for Services**

1. City shall pay the following set up fees:

- a) Merchant ID set up fee (including unlimited MacKay multi-space parking meters at time of Merchant ID set up and if applicable one WebMIS Login account):

**\$295 per Merchant ID**

(WebMIS Terms & Conditions can be found on WebMIS website)

- b) Terminal set up fee (only applies when added to an existing Merchant ID):

**\$15 per MacKay Terminal**

- c) Additional WebMIS Login account fee (only applies when added to an existing WebMIS Login):

**\$100 per account**

#### **PAY BY CELL PRICING – ADD TIME TO METER (OPTIONAL)**

Pricing for Pay by Cell solutions (see Pay by Cell solutions) are outside of the scope of this response and are the City's choice and responsibility to negotiate. However, the mkBeacon™ / mkBeacon™ 2-Bay has the ability to show time on the meter when time is purchased from a cell phone. The fees for having Pay by Cell time shown on the meter are as follows:

<b>Pay By Cell Time Added to Meter</b>
<b>\$0.10 per cell transaction</b>

**EXTENDED WARRANTY (YEARS 3-5 OPTIONAL)**

Warranty Description	Warranty Price
1 Year Standard Warranty	Incl.
2nd Year Warranty	Incl.
3rd Year Warranty	\$40.00
4th Year Warranty	\$40.00
5th Year Warranty	\$40.00

- B. **METHOD OF PAYMENT.** Contractor shall provide monthly invoices indicating the delivery locations, products and quantity delivered, during the prior month to the City for approval and payment. Invoices must also be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
- C. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within thirty (30) days of receipt of the monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction.
- D. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor:

MacKay Meters, Inc.  
 1342 Abercrombie Road  
 New Glasgow, Nova Scotia B2H 5E3  
 Canada  
 Attention: James MacKay

City:

City of Redondo Beach  
 401 Diamond Street  
 Redondo Beach, CA 90277  
 Attention: Andrea Delap

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.



## EXHIBIT "D"

### INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California or acceptable equivalent.

Employer's Liability Insurance.

#### Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

#### Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

#### Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

#### Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

#### Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

#### Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

## **EXHIBIT "E"**

### **AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS**

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. 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. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. 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.

5. 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 the City, forfeit the maximum amount allowable by law 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.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. 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 sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.



8. Contractor acknowledges that eight (8) 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 the City, forfeit twenty-five dollars (\$25) 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 (8) hours in any one (1) calendar day and forty (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 8 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 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. 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."

10. 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.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel acceptable to the City) the City, its officials, officers, employees, agents, independent contractors, 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 termination of the Agreement.



MacKay Meters, Inc.  
1342 Abercrombie Road  
New Glasgow, Nova Scotia  
Canada B2H 5C6  
Phone: (888) 462-2529X225  
Fax: (902) 752-4889

**Sold To:** City of Redonda Beach  
415 Diamond St., Door 1  
Redondo Beach, CA  
90277

**Ship To:** Same

**Attn:** Andrea Dunlap  
**Fax:**  
**Phone:** 310-379-2477

# QUOTE FORM

Order No.	Page
200403	1
Date	2020-04-06
Sales Type:	Quote

Ord #	Ord. Date	Cust. #	Ship Via	Req. Ship Date	Cust P.O.	Terms	Sales Person	FEIN#
200403							JM	On file

  

Item	Qty. Ord	Shipped	BO	Item #	Description	Unit Price	Total
1	62			22MM0000100	mkBeacon single space coin / credit card	\$ 500.00	\$ 31,000.00
2	241			22MM0000200	mkBeacon double space coin / credit card	\$ 700.00	\$ 168,700.00
3	303				Meter Installation	\$ 20.00	\$ 6,060.00
5	1				On site training	\$ 4,500.00	\$ 4,500.00
						\$	-
Comments: All prices in USD. MKH 4500 housings are included in price of meters. Shipping is calculated at \$7.00 per meter.						<b>Sub Total</b>	\$ 210,260.00
						<b>Shipping</b>	\$ 2,121.00
						<b>Applicable Tax</b>	9.50% \$ 18,971.50
						<b>Total</b>	\$231,352.50



MacKay Meters, Inc.  
1342 Abercrombie Road  
New Glasgow, Nova Scotia  
Canada B2H 5C6  
Phone: (888) 462-2529X225  
Fax: (902) 752-4889

## QUOTE FORM

**Sold To:** City of Redondo Beach  
415 Diamond St., Door 1  
Redondo Beach, CA  
90277

**Ship To:** Same

**Attn:** Andrea Dunlap  
**Fax:**  
**Phone:** 310-379-2477

Order No.	Page
200403B	1
Date	2020-04-06
Sales Type:	Quote

Ord #	Ord. Date	Cust. #	Ship Via	Req. Ship Date	Cust P.O.	Terms	Sales Person	FEIN#
200403B							JM	On file

Item	Qty. Ord	Shipped	BO	Item #	Description	Unit Price	Total
1	62				Gateway, Hosting, Remote Monitoring \$6.00/month/single space meter	\$ 72.00	\$ 4,464.00
2	241				Gateway, Hosting, Remote Monitoring \$10.00/month/double space meter	\$ 120.00	\$ 28,920.00
3	1				One time merchant ID set up fee	\$ 295.00	\$ 295.00
						\$ -	-
Comments: All prices in USD. Gateway hosting notification unit prices are calculated by \$6.00 x 12 months which equals the annual amount for one (1) meter and \$10.00 x 12 months which equals the annual amount for one (1) meter.						<b>Sub Total</b>	\$ 33,679.00
						<b>Shipping</b>	\$ -
						<b>Applicable Tax</b>	
						<b>Total</b>	\$33,679.00