

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND DUDEK**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Dudek, a California corporation ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".
4. Insurance. Consultant shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.
5. Agreement to Comply with California Labor Law Requirements. Consultant agrees to comply with all applicable California Labor Law Requirements as set forth in Exhibit "E".

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GENERAL PROVISIONS

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant 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. Consultant 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 Consultant's sole responsibility.
2. Brokers. Consultant acknowledges, represents and warrants that Consultant 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, Consultant 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 Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant 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 Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant 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 Consultant, 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 Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
6. Records. Consultant, 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". Consultant, 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 Consultant'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. Consultant expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant 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 Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Consultant is of the opinion that any work which Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Consultant 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 Consultant on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Consultant and the City.

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant 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 Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant 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. Consultant acknowledges, represents and warrants that Consultant 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 Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant 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 Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant 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 Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant'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 Consultant 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. Consultant 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 Consultant's breach of this Agreement.
13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant 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. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant 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 Design Professional Services. In connection with its design professional services and to the maximum extent permitted by law, Consultant shall hold harmless and indemnify City, and its officials, officers, employees, agents, and designated volunteers (collectively, "Indemnitees"), with respect to any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense, which arise out of, pertain to, or relate to in whole or in part to the

negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

- a. Other Indemnities. In connection with any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by the foregoing paragraph, and to the maximum extent permitted by law, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages. 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). Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant 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.
 - b. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - c. Waiver of Right of Subrogation. Consultant, 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. Consultant 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. Consultant 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, and employment laws.
 - a. Acknowledgement. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the

provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant 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 Consultant 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, Consultant shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Consultant 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. Consultant 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, Consultant shall diligently take corrective action to halt or rectify the failure.

- b. Labor Law Requirements. In the event this project, or any portion thereof is deemed a "public work", Consultant 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. State prevailing wage determinations are available on the California Department of Industrial Relations ("DIR") website located at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.
18. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
 19. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique,

personal services which, except as otherwise provided herein, Consultant 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 Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant 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 Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant 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 Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

20. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant 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.
21. 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 Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.
22. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
23. 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 Consultant.
24. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.

25. 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 Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
26. Time of Essence. Time is of the essence of this Agreement.
27. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
28. 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."
29. 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.
30. 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.
31. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 810 *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.
32. Interpretation. Consultant 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.
33. Warranty; Correction of Work. Consultant warrants that all products and work provided under this Agreement shall:
 - a. be delivered with good title, free of liens and encumbrances;
 - b. conform to the requirements of this Agreement;
 - c. be free from defects in materials and workmanship; and
 - d. be fit for their intended purpose.

Unless otherwise specified, this warranty shall remain in effect for one (1) year from the date of delivery or acceptance by the City, whichever is later, except that consumable items shall be warranted for thirty (30) days.

If, within the applicable warranty period, any product or work is determined by the City to be defective or nonconforming, Consultant shall, upon City's written notice and at its sole cost and expense, promptly repair, correct, or replace such product or work, including all labor, supervision, materials, removal, reinstallation, and related costs. If Consultant fails to do so, the City may perform the work and Consultant shall reimburse the City for its reasonable costs. All corrected or replaced work shall be subject to the same warranty.

Nothing in this Section 33 shall limit Consultant's obligation to correct or replace defective work or Consultant's indemnity obligations under Section 14. The warranty set forth in this Agreement shall survive the termination or expiration of this Agreement and shall remain in full force and effect for the applicable warranty periods stated herein and under any assigned or passed through third-party manufacturer warranties.

34. 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.
35. 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 Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, 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 Consultant.
36. 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 9th day of June, 2026.

CITY OF REDONDO BEACH,
a chartered municipal corporation

DUDEK,
a California corporation

James A. Light, Mayor

Signed by:
Joseph Monaco
By: _____
Name: Joseph Monaco
Title: President and CEO

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Joy A. Ford, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

A. PROJECT OVERVIEW

As requested by the City, Consultant shall provide professional engineering, planning, analysis, condition assessment, hydraulic modeling, capital planning, and technical services necessary to update the City of Redondo Beach Sewer System Management Plan (SSMP) in full compliance with State Water Resources Control Board Order No. WQ 2022-0103-DWQ and all applicable federal, state, and local regulations. The service shall integrate SSMP compliance with a comprehensive and focused sewer system evaluation, establishing a robust and defensible technical foundation for operations, maintenance, condition assessment, capacity assurance, SCADA review, pump station assessment, and prioritized 5-, 10-, and 20-year Capital Improvement Program (CIP) planning.

The SSMP update shall incorporate applicable industry guidance, including the Bay Area Clean Water Agencies (BACWA) Guide for Developing and Updating Sewer System Management Plans, or agreed upon equivalent system, and shall document how the City evaluates, prioritizes, operates, maintains, and invests in its wastewater collection system. The work shall be performed as a consultant-led technical and planning effort. No construction services or survey is included, except for field inspection, CCTV inspection coordination, flow monitoring, field verification, and related field support expressly described in this contract exhibits.

Consultant shall provide all labor, supervision, subconsultant coordination, technical analysis, quality control, and deliverables required to complete the services described herein. Consultant shall not perform optional services, extra work, or services outside the authorized scope without prior written authorization from the City in accordance with the Agreement.

B. SCOPE OF WORK

Consultant shall perform the full scope of services necessary to complete the SSMP update and related sewer system evaluation. The scope of work shall include, without limitation, the following tasks:

Task 1 - Project Kickoff and Work Plan: Project initiation, one in-person kickoff meeting, confirmation of project objectives, public engagement strategy, communication protocols, schedule coordination, data management workflows, review milestones, and detailed Work Plan development.

Task 2 - Data Collection, CCTV Inspection, Flow Monitoring, and Field Verification: Collection and review of available City data, including existing SSMP materials, audits, GIS data, CCTV records, maintenance records, SSO records, pump station information, SCADA data, SmartCover data, and other available documents; development of a risk-

based targeted CCTV inspection program; CCTV coordination; PACP-based condition coding; condition summary reporting; integration of inspection findings into GIS and asset management data; flow monitoring planning and field verification to support hydraulic modeling and capacity analysis. For fee purposes, flow monitoring is based on six locations for six weeks with one rain gauge.

Task 3 - SSMP Update: Update of all eleven SSMP elements in accordance with the Order and applicable BACWA guidance, including measurable key performance indicators (KPIs), implementation recommendations, draft documents, comment responses or redline revisions, and final SSMP documents suitable for City review, City Council consideration, adoption, and future compliance documentation.

Task 4 - Operations and Maintenance Program Evaluation and Update: Evaluation and update of the City Operations and Maintenance (O&M) Program, including staffing, training, equipment, standard operating procedures, preventive maintenance, documentation, performance monitoring, gap identification, and O&M KPI development.

Task 5 - System Evaluation, Capacity Assurance, and Capital Improvements: System evaluation and capacity assurance planning, including data analysis, hydraulic model development, model calibration, existing and buildout capacity assessment, wet-weather and dry-weather scenarios, climate resilience considerations, pump station capacity and condition evaluation, SCADA system integration review, GIS asset review, and conveyance rehabilitation and replacement program development.

Task 6 - 5-, 10-, and 20-Year Capital Improvement Program: Development of a prioritized 5-, 10-, and 20-year CIP, including planning-level cost estimates, project phasing, budget integration, and sewer fee impact considerations for planning purposes.

Task 7 - Project Management, Meetings, Training, and Deliverables Management: Project management, schedule and budget tracking, coordination, quality assurance and quality control, up to 30 biweekly status and milestone meetings, City Council and Public Works Commission meeting support, staff training, implementation support, and deliverables management

C. PROJECT PHASES

The project shall be performed in the five general phases identified below. Phases may overlap as necessary for efficient project delivery; however, the sequencing of phases shall not limit Consultant's obligation to complete all tasks, services, and deliverables required by this Exhibit and the Agreement.

Phase	Contract Tasks	Main Work and Milestone
Phase 1 - Initiation	Tasks 1 and 7	Kickoff, data request, communication protocols, public engagement approach, and Work Plan. Milestone: City-approved Work Plan.
Phase 2 - Condition Assessment	Tasks 2, 5.1, and 5.6	Risk-based CCTV planning, PACP coding, condition/risk summaries, and GIS or asset updates. Milestone: City review of CCTV and condition summary.
Phase 3 - Flow Monitoring and Modeling	Tasks 2 and 5.2	Flow monitoring, field verification, model calibration, and existing/buildout capacity analysis. Milestone: capacity workshop and modeling memorandum.
Phase 4 – Condition Assessment and generate the CIP plan	Tasks 5.3 through 5.7 and Task 6	Pump station, SCADA, climate resilience, rehabilitation, replacement, and capacity recommendations. Milestone: draft 5-, 10-, and 20-year CIP.
Phase 5 - SSMP and Implementation	Tasks 3, 4, 6, and 7	Final SSMP, O&M updates, KPIs, training, public meeting support, final CIP, and closeout files. Milestone: City acceptance of final deliverables.

D. TASKS AND ACTIVITIES

Consultant shall complete the following tasks and activities within the project phases described above. Consultant shall coordinate all subconsultant work, field work, technical analyses, quality control, and deliverable preparation necessary to complete the services. Consultant shall not perform optional or out-of-scope services without prior written authorization from the City.

TASK 1: PROJECT KICKOFF AND WORK PLAN

- a. Conduct minimum one in-person project kickoff meeting with City staff to establish project goals, confirm scope, identify available data, and define deliverables.
- b. Prepare a detailed Work Plan, including project schedule, staffing assignments, communication protocols, data management procedures, public engagement strategy, and deliverable review milestones.

TASK 2: SYSTEM DATA COLLECTION, CCTV INSPECTION, AND EXISTING CONDITIONS ASSESSMENT

Consultant shall perform a comprehensive data collection and baseline system assessment to support SSMP updates, hydraulic modeling, condition assessment, and

CIP development. This task includes a targeted and prioritized CCTV inspection program.

2.1 Existing Data and Document Review

Perform a comprehensive review of the City's current SSMP and all supporting documentation to establish a baseline understanding of system operations and compliance status. Documents to be reviewed shall include, but are not limited to:

- a. Review all relevant system data including SSMP documents, audits, GIS data, CCTV records, SCADA data, and maintenance records.
- b. Obtain the City's available GIS data and notify the City of any missing, incomplete, or conflicting information requiring City direction.
- c. Conduct staff interviews to document system knowledge.
- d. Identify data gaps and compliance deficiencies.
- e. Evaluate existing programs, staffing, and maintenance practices.

2.2 Targeted CCTV Inspection Program

Consultant shall develop and implement a risk-based, targeted CCTV inspection program to support system condition assessment, hydraulic modeling calibration, and CIP development.

- a. Development of a defensible prioritization methodology to identify pipeline segments for CCTV inspection based on the following criteria:
 - i. Age, material, and diameter
 - ii. SSO history and maintenance records
 - iii. Known hot spots
 - iv. Tributary criticality
 - v. Hydraulic model sensitivity
 - vi. Risk of failure considerations
- b. Coding and rating of inspected pipelines in accordance with NASSCO PACP standards.
- c. Identification of structural defects, O&M deficiencies, root intrusion, infiltration/inflow indicators, and capacity-related observations.
- d. Integration of CCTV findings into the City's GIS database and asset management system.
- e. Preparation of a CCTV Summary Report documenting segments inspected, PACP ratings, defect types and severity, recommended follow-up actions, and risk categorization

Consultant may use Aquanuity's AquaTwin Asset platform, or another City-approved platform, to support conveyance risk modeling and project prioritization. Consultant shall provide usable outputs, supporting datasets, and documentation sufficient for City review and future use.

For fee purposes, the CCTV inspection allowance is based on an estimated unit cost of \$2.72 per linear foot and a maximum allowance of \$1,000,000. Final inspection coverage, segment selection, and phasing shall be based on City-approved risk-based prioritization, available inspection data, field accessibility, traffic control requirements, and the authorized budget. The City may direct priorities within the authorized budget, and unused allowance amounts shall not be billed.

2.3 Flow Monitoring and Field Verification

- a. Perform flow monitoring at key locations to support hydraulic model calibration. For fee purposes, flow monitoring is based on six locations for six weeks with one rain gauge
- b. Evaluate available SmartCover and SCADA information to support model calibration, flow allocation, and capacity analysis. SmartCover flow measurements shall not be used as the sole basis for model calibration if inadequate for that purpose.
- c. Conduct field verification of system connectivity and infrastructure.
- d. Notify the City of missing, incomplete, inconsistent, or unreliable data and document assumptions used in the analysis.

Task 2 establishes the technical foundation for SSMP Element 8, hydraulic modeling, and CIP development.

TASK 3: SSMP UPDATE

Consultant shall update all eleven (11) SSMP elements in compliance with SWRCB Order No. WQ 2022-0103-DWQ and BACWA guidance.

The updated SSMP shall include the following elements:

1. Goals & System Introduction: Reflect current system conditions, regulatory requirements, and program objectives.
2. Organization: Update staffing structure, roles, responsibilities, and authority for SSMP implementation
3. Legal Authority: Review ordinances, enforcement mechanisms, and regulatory compliance requirements, make recommendations for necessary updates.
4. Operations & Maintenance Program: Update maintenance practices, staffing resources, equipment inventory, preventive maintenance schedules, and cost efficiency strategies as defined in Task 4.
5. Design & Performance Provisions: Update design standards, performance criteria, and infrastructure reliability requirements.
6. Spill Emergency Response Plan (recently updated): Review spill response procedures, reporting requirements, and regulatory notification protocols, make recommendations for necessary updates.
7. Sewer Pipe Blockage Control Program (former FOG Program): Update FOG management, cleaning programs, and hotspot mitigation strategies.

8. System Evaluation, Capacity Assurance, Capital Improvements: Incorporate condition assessment results, hydraulic modeling findings, climate resilience evaluation and Capital Improvement planning as defined in the Task 5.
9. Monitoring, Measurement, Program Modifications: Update performance monitoring procedures, KPIs, and adaptive management strategies.
10. Internal Audits: Review audit procedures, compliance verification methods, and corrective action tracking, make recommendations for necessary updates.
11. Communication: Update public outreach, stakeholder coordination, and regulatory reporting procedures.

Consultant shall develop and maintain a project schedule and provide monthly progress reports to the City's Project Manager. Consultant shall submit editable draft documents for City review, address City comments to the City's reasonable satisfaction, and prepare final documents suitable for City Council consideration and adoption. For fee purposes, all staff interviews and meetings performed as part of this task are assumed to be conducted virtually, unless otherwise directed and approved by the City.

TASK 4. OPERATIONS AND MAINTENANCE (O&M) PROGRAM EVALUATION AND UPDATE

Consultant shall evaluate, update, and enhance the City's O&M Program in accordance with State Water Resources Control Board Order No. WQ 2022-0103-DWQ, including:

1. Evaluate and update the City's O&M Program, including preventive maintenance, inspection and cleaning programs, pump station and force main maintenance procedures, equipment inventory, staff training programs, emergency response procedures, maintenance documentation, and interdepartmental coordination.
2. Identify gaps between current City practices, regulatory requirements, and industry recommended practices.
3. Update and standardize O&M procedures, including preventive maintenance schedules, inspection frequencies, Standard Operating Procedures (SOPs), maintenance documentation, blockage prevention programs, and risk-based maintenance prioritization.
4. Evaluate staffing levels, training requirements, equipment resources, and operational capabilities necessary to support SSMP implementation and long-term system maintenance; provide recommendations for improvements.
5. Develop O&M KPIs to evaluate program effectiveness, including maintenance completion rates, cleaning cycle performance, equipment reliability, emergency response performance, maintenance-related SSO trends, hotspot mitigation effectiveness, and staff training performance.
6. Enhance O&M implementation and monitoring procedures, including program update procedures, compliance tracking tools, and staff training support.

For Fee purposes, all staff interviews and meetings performed as part of this task are assumed to be conducted virtually, unless otherwise directed and approved by the City.

TASK 5. SYSTEM EVALUATION, CAPACITY ASSURANCE (SCAP), AND CAPITAL IMPROVEMENTS

Consultant shall perform a comprehensive assessment of the City's wastewater conveyance, pumping, and SCADA systems to evaluate current condition and capacity and identify areas of concern and/or defects. This includes reviewing and analyzing CCTV, SCADA, SSO, and GIS data, and conducting pump station field inspections as needed. The assessment will support the development of prioritized system improvements and ensure the SSMP meets the requirements of SWRCB Order No. WQ 2022-0103-DWQ.

The updated SCAP follow a format consistent with the existing SCAP, including the following sections: Executive Summary; Study Area; Criteria; Wastewater Collection System; Pump Stations; Hydraulic Models and Capacity Analysis; and Condition Assessment or approved format by the City.

5.1 Data Collection and Analysis

Consultant shall collect, review, and evaluate available system data to establish baseline system condition and performance, including:

1. Review and evaluate the City's wastewater conveyance, pumping, and SCADA systems.
2. Develop a tiered condition assessment approach using CCTV inspection records, manhole inspection data, SCADA performance data for pumps and flow rates, GIS-based asset inventory, staff interviews, and known hot spot locations.
3. Recommend standardized condition rating criteria and a prioritization framework for repairs and replacement of conveyance, pumping, and control systems.
4. Update the City's existing GIS system with new or corrected findings for sanitary sewer infrastructure elements, including pipes, manholes, lift stations, and easements; assess conditions of sanitary sewer infrastructure; determine capacities of existing facilities; identify high-risk SSO locations and capacity deficiencies; and develop a new hydraulic model.
5. Conduct necessary site visits and provide the data collection needed to support SSMP updates.

5.2 Capacity Assessment and Design Criteria

Consultant shall evaluate the hydraulic capacity of the City's wastewater collection system and develop a calibrated hydraulic model to support capacity assessment, future planning, and CIP recommendations. This work shall include the following:

1. Develop a calibrated hydraulic model by using AquaTwin Sewer modeling software or alternative platforms approved by the city .
2. Evaluate dry and wet-weather flow conditions using available flow monitoring data and SCADA records. Where data gaps exist, assess the feasibility of supplemental flow monitoring, including potential use of smart manholes or modified monitoring installations.

3. Include up to four extended period simulation (EPS) hydraulic modeling scenarios: Existing Dry Weather, Existing Wet Weather, Buildout Dry Weather, and Buildout Wet Weather
4. Identify capacity-constrained segments based on peak flow, infiltration/inflow trends, and future growth projections.
5. Incorporate General Plan land use projections and climate resilience scenarios into hydraulic modeling.
6. Provide recommendations for capacity upgrades, including timelines and estimated costs.

Task 5.3 – Pump Station Capacity and Condition Evaluation

Consultant shall evaluate pump stations for hydraulic capacity, serviceability, and operational reliability. The Consultant shall:

1. Perform field inspections of all pump stations and review serviceability conditions (note: five pump stations have been rebuilt within the past five years and will require limited review).
 2. Evaluate mechanical, electrical, and structural conditions and analyze station capacity under existing dry weather, wet weather, peak flow, and projected build-out conditions to identify capacity constraints, reliability, and redundancy deficiencies.
 3. Recommend rehabilitation, replacement, or relief improvements for identified capacity or serviceability deficiencies.
 4. Prepare a comprehensive Capital Improvement Program (CIP) project summary addressing existing and future system needs.
 5. Develop planning-level capital cost estimates for recommended improvements.
- Prioritize improvement projects based on hydraulic analyses, serviceability condition, current planning, and growth projections.

For fee purposes, pump station field inspections assume approximately 10 pump stations requiring full inspection, 5 requiring limited inspection, and 3 requiring confined space entry. Lift station assessments shall be visual/sensory only unless otherwise authorized in writing. No flow testing, destructive testing, electrical testing, pump removal, facility shutdowns, wet well pump-down, or bypass operation is included unless separately authorized in writing by the City.

Sewer bypass operations, bypass pumping, temporary pumping systems, bypass design, bypass installation, bypass monitoring, and related bypass support services are not included in this scope of work. If bypass-related services are determined to be necessary, Consultant shall notify the City in writing and obtain prior written authorization before performing such services. Any authorized bypass-related services shall be addressed in accordance with the Agreement.

Task 5.4: Update Wastewater System Assets in GIS database

Consultant shall review inventory of the City's wastewater system assets and update the existing database, as needed.

Task 5.5 – SCADA System Integration Review

1. Provide a high-level desk evaluation of the current SCADA system capabilities at each sewer pump stations/ lift stations, including flow metering, based on review of all available SCADA system data, records, System information and access information provided or made available by the City.
2. Coordinate with the City's SCADA consultant, Morrow Meadows, to review current system functionality, data availability, and future SCADA considerations related to SSMP compliance. Identify SCADA data gaps, limitations, operational risks, and system constraints that may affect monitoring, alarm response, SSO prevention, regulatory compliance, or future capital planning.
3. Recommend enhancements to SCADA system architecture or telemetry to support real-time system monitoring, data logging, and early warning capabilities for SSO prevention and to ensure consistency between lift station sites in support of these items related to SSMP compliance.
4. Provide a prioritized roadmap for SCADA upgrades with estimated implementation costs.
5. Promptly notify the City of any missing, incomplete, inconsistent, or unusable SCADA information that may affect the work. Any additional investigation, field verification, programming, integration, or system testing not expressly included in this scope shall require prior written authorization from the City

Any additional investigation, field verification, programming, integration, or system testing not expressly included in this scope shall require prior written authorization from the City.

Task 5.6 – Conveyance Rehabilitation and Replacement Program

Consultant shall develop a prioritized Conveyance Rehabilitation and Replacement Program based on condition assessment findings, hydraulic performance evaluation, and risk-based asset management principles. The program shall identify recommended corrective actions to improve system reliability, reduce the potential for sanitary sewer overflows (SSOs), and extend the service life of wastewater conveyance infrastructure, including but not limited to:

1. Develop and document a defensible prioritization methodology for defective pipeline segments, incorporating condition ratings, hydraulic capacity, pipe material and age, structural defects, location criticality, tributary service area, historical maintenance and SSO records, and overall risk of failure considerations.

2. Evaluate and recommend appropriate rehabilitation or replacement alternatives for defective pipeline segments, including spot repairs, trenchless rehabilitation methods, full pipeline replacement, or other feasible corrective measures.
3. Prepare segment-level (manhole to manhole) repair and replacement recommendation reports and drawings identifying pipeline characteristics, defect locations, proposed repair method, and supporting technical justification
4. For each recommended rehabilitation or replacement project, provide:
 - a. Description and justification of the recommended corrective action
 - b. Planning-level construction cost estimate, including appropriate escalation factors
 - c. Recommended implementation year or phasing schedule
 - d. Risk ranking based on likelihood and consequence of failure
5. Incorporate public health protection, environmental compliance, regulatory requirements, and SSO risk reduction considerations into prioritization and recommended improvements.
6. Coordinate rehabilitation and replacement recommendations with hydraulic capacity improvement projects and CIP planning efforts.
7. Provide all repair and replacement recommendation drawings and supporting documentation in compatible electronic file formats.

Task 5.7 – Prepare climate resilience plan

Consultant shall identify system vulnerabilities and integrate mitigation strategies into the SSMP and CIP.

TASK 6. CAPITAL IMPROVEMENT PROGRAM (CIP)

Consultant shall update the existing CIP to prioritize improvement projects. The Consultant shall evaluate system resiliency and recommend improvements for critical wastewater infrastructure and shall recommend estimated timing of needed improvements and phasing.

Consultant shall:

1. Develop 5-, 10-, and 20-year CIP.
2. Provide cost estimates and implementation schedules.
3. Prioritize projects based on system risk and performance.
4. Support financial planning and rate considerations.

The updated SSMP shall identify and prioritize recommended improvements, including present-worth cost summaries and implementation schedules to address identified deficiencies. Subject to City direction, Consultant shall provide sewer fee impact considerations, including user fees and capital facility fees, for planning purposes.

TASK 7. PROJECT MANAGEMENT, TRAINING, AND DELIVERABLES

7.1 Project Management and Coordination

Consultant shall provide overall project management, coordination, reporting, and deliverable preparation necessary to support completion of Tasks 1 through 6 and successful SSMP adoption. Services include:

1. Conduct a project kickoff meeting with City staff.
2. Conduct up to 30 virtual biweekly status and milestone meetings, unless otherwise directed by the City. Meetings shall review progress, schedule, data needs, deliverables, issues requiring City direction, budget status, and upcoming work.
3. Attend and present at one (1) City Council meeting and one (1) Public Works Commission meeting, as requested by the City.

7.2 Training and Implementation Support

Consultant shall Provide training and implementation support to assist City staff with long-term program sustainability and regulatory compliance. Training shall be conducted at City Hall with field visits as needed. For budgeting purposes, assume two (2) four-hour training sessions provided as lunch-and-learn sessions for up to eight (8) staff members each. Training shall include:

1. SSMP compliance and implementation procedures.
2. O&M program updates and performance monitoring.
3. Hydraulic modeling interpretation and capacity planning.
4. CIP prioritization and implementation planning.

Training sessions shall be provided in-person and shall include supporting training materials and reference documentation.

E. DELIVERABLES

The Consultant shall prepare and submit deliverables supporting completion of all project tasks, including:

1. CCTV inspection plan, CCTV summary reports, PACP-coded CCTV data, condition assessment outputs, risk ranking datasets, and GIS-compatible asset updates.
2. Flow metering plan, flow monitoring data summary, hydraulic model files, model calibration documentation, and capacity analysis technical memorandum.
3. Draft SSMP, draft SSMP with redlines or response to comments, and final SSMP in editable Word and PDF formats.
4. O&M Program Evaluation, updated O&M procedures/manual materials, staffing evaluation, and KPI framework.

5. Pump station capacity and condition assessment technical memorandum, pump station rehabilitation recommendations, and prioritized pump station CIP summaries.
6. SCADA Evaluation technical memorandum and prioritized SCADA upgrades recommendations.
7. Conveyance Rehabilitation and Replacement technical memorandum, segment-level recommendation reports, supporting drawings, and planning-level cost estimates.
8. Climate resilience plan and mitigation recommendations integrated into the SSMP and CIP.
9. 5-, 10-, and 20-year CIP Report, including prioritization tables, mapping exhibits, planning-level cost estimates, phasing, and financial planning support.
10. Training materials and implementation guidance documentation.

All deliverables shall be provided in editable formats and GIS-compatible file types, as applicable. Final SSMP, technical reports, and manuals shall include three (3) hard copies and electronic Word and PDF versions. Hydraulic models, CCTV data, and supporting digital files shall be provided on three (3) external hard drives or equivalent digital media, unless otherwise approved by the City.

F. PERFORMANCE SCHEDULE

Consultant shall perform the work in accordance with the schedule in Exhibit B and the City-approved Work Plan. Consultant shall update the project schedule as part of monthly progress reporting and shall notify the City in writing of any issue that may affect schedule, scope, budget, field work, deliverables, or regulatory milestones.

G. PERFORMANCE REQUIREMENTS

Consultant shall perform all services in accordance with generally accepted professional engineering and planning practices and standards applicable to wastewater collection system planning and SSMP compliance.

Consultant shall comply with applicable federal, state, and local requirements, including SWRCB Order No. WQ 2022-0103-DWQ, applicable City standards, applicable safety requirements, and applicable data and records requirements.

Consultant shall perform quality assurance and quality control before submitting deliverables to the City.

CCTV inspection data shall be coded and rated in accordance with NASSCO PACP standards, unless otherwise approved by the City.

Consultant shall coordinate with City departments, operations staff, Morrow Meadows, subconsultants, and other parties identified by the City as necessary to complete the work.

Consultant shall obtain City approval before performing field work that requires City coordination, public notification, access to City facilities, or use of City data beyond the approved scope.

Consultant shall protect City records and data and shall provide editable native files and GIS-compatible deliverables as required by this Exhibit.

H. REPORTING REQUIREMENTS

Consultant shall provide monthly progress reports with each invoice identifying work completed, work planned for the next period, schedule status, budget status, issues requiring City direction, and deliverables submitted or pending.

Consultant shall conduct up to 30 virtual biweekly status and milestone meetings, assumed virtual unless otherwise directed by the City.

Consultant shall maintain action item logs, comment response tracking, and deliverable review records as reasonably requested by the City.

Consultant shall promptly notify the City of data gaps, field conditions, schedule concerns, cost concerns, or technical findings that may affect SSMP compliance, hydraulic modeling, condition assessment, or CIP recommendations.

I. ROLES AND RESPONSIBILITIES

Consultant responsibilities:

Provide qualified personnel and approved subconsultants to perform the services described in this Exhibit.

Manage subconsultants, field inspection coordination, quality control, schedule, budget, deliverable preparation, and final document production.

Prepare all required deliverables and incorporate City comments before final submission.

Coordinate with City staff, Morrow Meadows, subconsultants, and other approved parties as needed to complete the work.

Maintain project records, supporting calculations, data files, and technical documentation.

City responsibilities:

The City will provide available data, records, GIS files, existing SSMP materials, maintenance information, and staff knowledge reasonably necessary for Consultant to perform the services.

The City will provide timely review comments, meeting availability, access coordination, and direction regarding priorities and policy decisions.

The City will coordinate access to City facilities and field locations, as needed and available.

The City will provide the most current and accurate sewer system maps and data as available.

The City will provide written authorization before Consultant performs extra work, optional work, or work that exceeds the authorized scope or budget.

J. ACCEPTANCE CRITERIA

The City will determine that deliverables meet the requirements of this Agreement when, in the City's reasonable judgment, the deliverables are complete, technically supportable, responsive to the approved scope, consistent with applicable regulatory requirements, and revised to address City comments. Acceptance shall be based on the following criteria:

1. Deliverables are complete, organized, editable, and provided in the required electronic and hard-copy formats.
2. Deliverables address the applicable task requirements, performance requirements, and City review comments.
3. Technical memoranda, modeling outputs, GIS deliverables, CCTV summaries, and CIP recommendations include supporting data, assumptions, cost estimates, prioritization criteria, and documentation sufficient for City review and future use.
4. The final SSMP is suitable for City Council consideration and adoption and supports compliance with Order No. WQ 2022-0103-DWQ.

Final acceptance of any deliverable does not waive the City's rights under the Agreement or relieve Consultant of responsibility for corrections required under the Agreement.

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. This Agreement shall commence on June 02, 2026 and shall continue through June 01, 2029, unless otherwise terminated as herein provided. Thereafter, this Agreement shall automatically renew for two subsequent one-year term(s) subject to the same terms and conditions contained herein, at the sole discretion of the City, provided the City Engineer submits written notice of renewal to the Consultant at least fifteen (15) days prior to the expiration of the then-current term. In no event shall the duration of this Agreement continue beyond three years from the commencement date unless both parties execute a written amendment.

PERFORMANCE SCHEDULE

Consultant shall complete the tasks, activities, and deliverables identified in Exhibit A in accordance with the City-approved Work Plan and the performance schedule below. The schedule may be refined by mutual written approval of the City Project Manager and Consultant, provided that any such refinement shall not increase the total compensation or extend the Agreement term without a written amendment.

Milestone / Phase	Target Schedule	Required Activities / Deliverables
Notice to Proceed / Agreement Commencement	June 2, 2026	Agreement effective date.
Phase 1 - Project Initiation and Strategic Work Planning	July 2026	Kickoff meeting, data request, data review, public engagement strategy, and Work Plan.
Phase 2 - Risk-Based Condition Assessment	June 2027	CCTV inspection plan, risk model, targeted CCTV coordination, condition assessment workshops, and GIS data integration.
Phase 3 - Flow Monitoring and Modeling	June 2027	Flow monitoring, model build, calibration, capacity analysis, and capacity review workshop.
Phase 4 - Integrated Evaluation and Risk-Based CIP	Dec 2027	Pump station assessment, SCADA evaluation, conveyance rehabilitation program, climate resilience plan, CIP workshops, and draft CIP recommendations.
Phase 5 - SSMP Update and Program Implementation	Jan 2028	Draft SSMP, draft redline/revisions, O&M updates, KPI framework, training, City Council and Public Works Commission support, and final deliverables.
Project Closeout	Feb 2028	Final submittals, electronic files, hard copies, models, GIS-compatible files, and closeout documentation.

EXHIBIT "C"
COMPENSATION

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

1. **AMOUNT.** Consultant shall be compensated on a time-and-materials basis in accordance with the hourly rates, task budgets, subconsultant allowances, and other direct cost allowances set forth below. In no event shall the total compensation paid to Consultant under this Agreement exceed One Million Seven Hundred Ninety-Nine Thousand Two Hundred Eighty Dollars (\$1,799,280) without prior written authorization by the City.

Task budgets are established for project management and invoice tracking purposes. Consultant shall not exceed the total not-to-exceed amount, and shall not materially modify the scope, add optional services, or perform extra work unless authorized in writing by the City in accordance with the Agreement.

Task	Description	Total Fee
Task 1	Project Kickoff and Work Plan	\$18,790
Task 2	Data Collection, CCTV Inspection, and Flow Metering	\$1,114,870
Task 3	SSMP Update	\$17,350
Task 4	O&M Program Evaluation and Update	\$19,320
Task 5	System Evaluation, Capacity Assurance, Capital Improvements	\$501,450
Task 6	5-, 10-, and 20-Year CIP Plans	\$28,840
Task 7	Project Management, Meetings, Training, and Deliverables	\$98,660
Total		\$1,799,280

2. **REIMBURSABLE EXPENSE.** Reimbursable expenses are included in the total not-to-exceed amount stated above and are limited to the other direct cost allowances identified in the Consultant fee estimate, unless otherwise approved in writing by the City. Consultant shall obtain prior written approval from the City for any out-of-pocket expense that is not included in the approved task budget or other direct cost allowance. Consultant shall submit receipts and documentation for all reimbursable expenses as part of the invoice. Reimbursable expenses shall not increase the total not-to-exceed amount.

3. **REIMBURSABLE EXPENSE.** In the event unforeseen conditions or circumstances arise in connection with the services described in Exhibit A, including but not limited to additional CCTV inspection needs, additional flow monitoring, added field verification, additional meetings, expanded modeling scenarios, expanded GIS updates, or additional technical analysis, Consultant shall notify the City and submit a written estimate for any proposed additional work. Any such work shall be authorized only by written change order or written amendment pursuant to General Provisions Section 7 of the Agreement. Any use of task budgets, subconsultant allowances, or reimbursable expense allowances shall not increase the total compensation payable to Consultant beyond \$1,799,280 during the term of this Agreement unless approved by written amendment.

4. **METHOD OF PAYMENT.** Consultant shall submit a monthly invoice for services performed in the prior month. Each invoice shall indicate the dates of service, description of services performed, staff title, hourly rate, number of hours worked, task number, location of the service if applicable, subconsultant cost, reimbursable expense, corresponding amount, and total amount. Invoices must be itemized, adequately detailed, based on accurate records, and, if applicable, shall attach subconsultant invoices, reimbursable expense approvals, and expense receipts. Invoices must be in a form reasonably satisfactory to the City. Consultant may be required to provide backup material upon request.
 For Task-Based Services: For services that are only partially completed within a month or billing period, the City will make prorated payments based on the percentage of completion, as reasonably determined by the City in consultation with Consultant. The percentage of completion shall be calculated as the value of satisfactorily completed work measured by deliverables, progress reports, or other agreed-upon metrics divided by the total value of the task. Consultant shall provide supporting documentation, which may include time logs, progress updates, or partial deliverables. Any remaining balance is payable upon full completion of the task and approval by the City in accordance with Section 5 below.

5. **SCHEDULE FOR PAYMENT.** City will pay within 45 days of receiving Consultant's monthly invoice, provided the work is proceeding to the City's reasonable satisfaction and the invoice is complete and adequately documented. Payments

shall not exceed the authorized task budgets and total not-to-exceed amount. The City may withhold amounts in good-faith dispute to the maximum extent permitted by law until the dispute is resolved.

6. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid, or personally served, and addressed to the following parties.

Consultant: Dudek
687 S. Coast Highway 101, Suite 110
Encinitas, CA 92024
Attention: Joseph Monaco
Email: Jmonaco@dudek.com

City: City of Redondo Beach
Public Works Department
Engineering Services Division
415 Diamond Street
Redondo Beach, CA 90277
Attention: Lauren Sablan, City Engineer
Email: Lauren.Sablan@Redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no bounce-back or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. 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 in accordance with this section.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONSULTANTS

Without limiting Consultant's indemnification obligations under this Agreement, Consultant 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 Consultant, 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.

Employer's Liability Insurance.

Errors and Omissions liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage shall be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit of \$4,000,000 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.

Errors and Omissions liability: \$1,000,000 per occurrence.

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 Consultant 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 shall 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 Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.

For any claims related to this project, the Consultant'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 Consultant'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.

Errors and Omissions policy, if written on a claims made basis, shall be maintained by the Consultant for a period of one year after the completion of the project.

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 Consultant'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

Consultant 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

Consultant 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

Consultant 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. Consultant acknowledges that the project as defined in this Agreement 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. Consultant shall perform all work on the project as a public work. Consultant 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, Consultant 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. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

5. Consultant 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 Consultant 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 Consultant or by any subcontractor.

6. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant 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. Consultant 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. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant 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, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant 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 Consultant 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, Consultant 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, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant 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. Consultant 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. Consultant shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless, and defend (at Consultant'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 in this Exhibit "E" by any person or entity (including Consultant, 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, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive the termination of the Agreement.

Certificate Of Completion

Envelope Id: F2477FF5-9457-875D-8108-686A2B33EDE6
 Subject: Sewer System Management Plan Update
 Source Envelope:
 Document Pages: 33
 Certificate Pages: 4
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Agiloft-Docusign
 687 S Coast Highway 101, Suite 110
 Encinitas, CA 92024
 contracts@dudek.com
 IP Address: 3.234.120.207

Record Tracking

Status: Original
 6/4/2026 11:04:30 AM

Holder: Agiloft-Docusign
 contracts@dudek.com

Location: DocuSign

Signer Events

Joseph Monaco
 jmonaco@dudek.com
 President and Chief Executive Officer
 Dudek
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 61A12CB5F28F42F...

Signature Adoption: Pre-selected Style
 Using IP Address:
 2600:1008:b151:1e24:ccd4:3cdf:149d:18dd
 Signed using mobile

Timestamp

Sent: 6/4/2026 11:05:43 AM
 Viewed: 6/4/2026 11:47:45 AM
 Signed: 6/4/2026 11:47:57 AM

Electronic Record and Signature Disclosure:
 Accepted: 6/4/2026 11:47:45 AM
 ID: 2b3369be-b06f-44a7-848e-eb10fe5d48e

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Event	Status	Timestamp
Envelope Sent	Hashed/Encrypted	6/4/2026 11:05:43 AM
Certified Delivered	Security Checked	6/4/2026 11:47:45 AM
Signing Complete	Security Checked	6/4/2026 11:47:57 AM
Completed	Security Checked	6/4/2026 11:47:57 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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