

**THIRD AMENDMENT TO THE AGREEMENT
FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH
AND GEOSYNTEC CONSULTANTS, INC.**

This Third Amendment to the Agreement for Consulting Services (“Third Amendment”) is made between the City of Redondo Beach, a chartered municipal corporation (“City”) and Geosyntec Consultants, Inc., a Florida corporation (“Consultant” or “Contractor”).

WHEREAS, on November 17, 2020, the parties entered into the Agreement for Consulting Services between the City and Consultant (the “Agreement”); and

WHEREAS, on May 3, 2022, the parties entered into the First Amendment to the Agreement (“First Amendment”) to add to the scope of services, extend the term of the Agreement to April 4, 2028, and increase Consultant’s compensation limit to \$1,032,582; and

WHEREAS, on April 18, 2023 the parties entered into the Second Amendment to the Agreement (“Second Amendment”) to add to the scope of services and increase Consultant’s compensation limit to \$1,470,482; and

WHEREAS, the parties desire to amend the Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. **SCOPE OF SERVICES.** Exhibit "A" of the Agreement is hereby amended to add Exhibit "A-1", which adds new duties. Exhibit "A-1" is attached hereto and incorporated by this reference.
2. **COMPENSATION.** Exhibit “C” of the Agreement is hereby amended to add Exhibit “C-1” to increase Consultant’s total compensation limit by \$25,000, setting a new limit of \$1,495,482. Exhibit “C-1” is attached hereto and incorporated by this reference. Consultant shall be compensated for the services described in Exhibits “A” to “A-1” of the Agreement.
3. **INSURANCE.** Exhibit “D” of the Agreement is hereby amended to add Exhibit “D-1” to raise the Consultant’s general liability coverage from \$1 million to \$2 million dollars. Exhibit “D-1” is attached hereto and incorporated by this reference. Consultant shall comply with the insurance requirements in Exhibit “D-1”
4. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, Second Amendment, and this Third Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, Second Amendment, and this Third Amendment, the terms of this Third Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Third Amendment in Redondo Beach, California, as of this 7th day of May, 2024.

CITY OF REDONDO BEACH,
a chartered municipal corporation

DocuSigned by:

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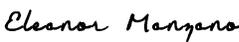
James A. Light, Mayor

GEOSYNTEC CONSULTANTS, INC.,
a Florida corporation

DocuSigned by:

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By: _____
Name: Christopher wessel
Title: Senior Principal

ATTEST:

DocuSigned by:

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Eleanor Manzano, City Clerk

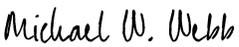
APPROVED:

DocuSigned by:

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Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

DocuSigned by:

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Michael W. Webb, City Attorney

EXHIBIT “A-1”

SCOPE OF SERVICES

CONSULTANT'S DUTIES

Consultant shall review environmental documents provided by the City and provide feedback to the City regarding their content. This includes evaluating the appropriateness of cost estimates, recommending additional site and historical investigations and analyses, and providing guidance on regulatory/statutory demands and timelines. Consultant shall perform the following duties.

1. Attend and participate in conference calls and Project (as defined in the Agreement) meetings with the City staff.
2. Provide Project management duties to complete the Project, including but not limited to, email correspondence and meeting scheduling.
3. Prepare summary notes and support materials for meetings as requested by the City.
4. Review records and documents as provided by the City.
5. Prepare a final report summarizing findings and recommendations.
6. Conduct site visits to assess existing site conditions and gather necessary information.

EXHIBIT "C-1"

COMPENSATION

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

1. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to Consultant including without limitation, compensation, expenses, materials, labor, shipping, and tax exceed \$1,495,482 under this Agreement and its amendments.
2. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of City's receipt of the monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction.

EXHIBIT "D-1"

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 is to 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 shall apply separately to this project/location.

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 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 are to 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 are to 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 is to 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 are to 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 affecting 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.

**SECOND AMENDMENT TO THE AGREEMENT
FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH
AND GEOSYNTEC CONSULTANTS, INC.**

This Second Amendment to the Agreement for Consulting Services (“Second Amendment”) is made between the City of Redondo Beach, a chartered municipal corporation (“City”) and Geosyntec Consultants, Inc., a Florida Corporation (“Consultant” or “Contractor”).

WHEREAS, on November 17, 2020, the parties entered into the Agreement for Consulting Services between the City and Consultant (the “Agreement”); and

WHEREAS, on May 3, 2023, the parties entered into a First Amendment (“First Amendment”) to the Agreement to add to the scope of services, extend the term and increase the compensation; and

WHEREAS, the parties desire to add to the scope of services, extend the term and increase the compensation of the Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. Scope of Services. Exhibit “A” of the Agreement is hereby amended to add the following services:

Consultant shall perform the following duties associated with the Fulton Playfield Multi-Benefit Stormwater Capture Project.

Task 1- Project Planning

Task 1.1 - Progress Meetings, Schedules & Coordination

- Attend a kick-off meeting and up to 11 progress/review conference calls, meetings with the City Staff and other interested parties
- Provide additional project management duties to complete the Project, including, without limitation, coordination with subconsultants, responding to emails, and scheduling meetings, preparing agenda
- Prepare summary notes from meetings, support material for meetings upon City's request, and provide a detailed project schedule

Task 1.2 – Environmental Compliance

- Prepare a draft and a final project description with adequate information to support analysis of environmental issues to address CEQA clearance documentation

- Work with City's planning department to apply for CEQA Exemption pursuant to California Code of Regulations Section 15303 and Section 15332
- Coordinate filing of the notice of Exemption (NOE), including recording at the LA County's office

Task 1.3 – Safe Clean Water Program Reporting

- Prepare a total of 8 quarterly reports to reflect the project progress for submittal to the Safe Clean Water Program.
- Prepare a total of 2 annual reports to reflect the project progress for the submittal to Safe Clean Water Program

Task 1.4 – Community Outreach

- Develop a Shareholder and Community Outreach Plan detailing specific outreach activities
- Coordinate two community meetings during the design phase, and one meeting during the bidding and award phase to provide an update on the Project design process and receive stakeholder input.
- Design, install, and maintain information signs of the Project around the public rights-of-way adjacent to the Project site.
- Prepare a report for the final project design including consolidated outreach materials, summaries of outreach and engagement activities, and summaries of feedback and findings.

Task 2- Project Design

Task 2.1 - Research, Data Collection, Analysis

- Conduct a site visit to gather information on existing site conditions.
- Review available records of the utilities provided by the City and the utility companies

Task 2.2 - Geotechnical Engineering Analysis

- Review available information, perform a site reconnaissance and identify subsurface utilities
- Conduct geotechnical field exploration and analytical laboratory testing
- Prepare a geotechnical engineering report to summarize the results of exploration.

Task 2.3 – Topographic Survey

- Perform topographic survey and prepare topographic map based on the ground survey.

Task 2.4 – Los Angeles County Flood Control District (LACFCD) Permit

- Prepare permit application and all the required documentation, hydraulic models and coordinate with LAFCD throughout design phase.

Task 2.5 – Engineering Design

- Perform drainage analysis and develop complete project design
- Submit 75% plans and construction documents for City review
- Submit 100% plans and construction documents for City review

Task 3- Construction Support

- Provide bidding support, documentation and assist with bid evaluation and contract negotiations for up to 20 hours
- Provide engineering support during construction phase for up to 6 requests for information, 12 submittals and 2 change order requests.
- Provide up to 10 hours per week construction management support during construction phase

2. Term. Exhibit “B” of the Agreement is hereby amended to extend the term of the Agreement to April 4, 2028.
3. Compensation. Exhibit “C” of the Agreement is hereby amended to increase the compensation for the additional duties added by this Second Amendment as follows:

Consultant shall be paid in accordance with the following schedule for the added services described in this Second Amendment.

	Task	Total
Task-1	Project Planning -Fulton Playfield	\$111,300
Task-2	Project Design -Fulton Playfield	\$253,000
Task-3	Construction Support- Fulton Playfield	\$73,600
Total		\$437,900

In no event shall the Consultant's total compensation for the additional services included in this Second Amendment exceed \$ 437,900. The total not-to-exceed amount for this Agreement is \$1,470,482. Consultant's total compensation shall include all expenses, materials, labor, shipping, tax and travel.

4. No Other Amendments. The Agreement, this Second Amendment and the First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, this Second Amendment and First Amendment, the terms of this Second Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 18th day of April, 2023.

CITY OF REDONDO BEACH,
a chartered municipal corporation

GEOSYNTEC CONSULTANTS, INC.
a Florida corporation

DocuSigned by:

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William C. Brand, Mayor

DocuSigned by:

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By: _____
Name: christopher wessel
Title: Senior Principal

ATTEST:

APPROVED AS TO FORM:

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Eleanor Manzano, City Clerk

DocuSigned by:

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Michael W. Webb, City Attorney

APPROVED:

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Diane Strickfaden, Risk Manager

**FIRST AMENDMENT TO THE AGREEMENT
FOR CONSULTING SERVICES BETWEEN THE CITY OF REDONDO BEACH
AND GEOSYNTEC CONSULTANTS, INC.**

This First Amendment to the Agreement for Consulting Services (“First Amendment”) is made between the City of Redondo Beach, a chartered municipal corporation (“City”) and Geosyntec Consultants, Inc., a Florida Corporation (“Consultant” or “Contractor”).

WHEREAS, on November 17, 2020, the parties entered into the Agreement for Consulting Services between the City and Consultant (the “Agreement”); and

WHEREAS, the parties desire to add to the scope of services, extend the term and increase the compensation of the Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. Scope of Services. Exhibit “A” of the Agreement is hereby amended to add the following services:

“Consultant shall perform the following services for stormwater compliance support for the City, including implementation of the 2021 Updated Beach Cities Enhanced Watershed Management Plan (“EWMP”) and 2021 Regional Water Quality Control Board Stormwater Permit.

Task 5 – Stormwater Grant Support: In conjunction with the Updated Beach Cities EWMP and the identification of new stormwater projects within the City, Consultant to provide support related to the completion of feasibility studies for Safe Clean Water Regional Program funding. Feasibility studies will be prepared in accordance with the Safe Clean Water Program Feasibility Study Guidelines and will include:

- Project background and other applicable narrative for the preliminary design and engineering analysis, including water quality and water supply benefits analysis;
- Information derived from a preliminary site investigation, including environmental history (via a Phase I records search and ASTM report) and utilities clearance;
- A monitoring plan;
- An operations and maintenance plan;
- A lifecycle cost analysis; and
- Additional information such as community benefits, vector control analysis, etc.

Consultant to prepare up to two Feasibility Studies focused on project design funding. One of these studies shall be prepared for submission by the July 2022 Safe Clean Water Funding deadline. Consultant to provide all necessary support for project applications following submission (e.g., presentations to the SCW Scoring Committee, WASC, etc.).

Consultant to support the City with other applications or support for additional grant funding opportunities (e.g., Prop 1 Stormwater Grants).

Task 6 – Drywell Feasibility Screening and Siting: Consultant to evaluate the feasibility of implementing infiltration drywells (or other infiltration BMPs) in selected areas within the City, as outlined in the Updated Beach Cities EWMP. Work may include:

- A desktop Geographic Information System (GIS) analysis to identify areas favorable for drywell implementation within the City.
- Preliminary siting of drywells to meet volume capture requirements identified in the Updated Beach Cities EWMP.
- Modeling of the proposed drywells using WMMS 2.0.
- Conceptual site layouts and preliminary design of the proposed

Task 7 – Stormwater Project Design: Consultant to provide detailed (100%) design for various types of stormwater projects. As noted above, design may include feasibility analyses and siting, as well as utility clearance, permitting, and construction cost analyses. Geosyntec can also prepare full bid packages, including complete Plans, Specifications, and Estimates, so that the City can bid projects for construction, as requested by the City.

Task 8 – Community Engagement and Outreach: Provide SCW Feasibility Study outreach with Murakawa Communications, as requested by the City, to provide community engagement and public outreach related to stormwater projects in the City. Murakawa Communications' scope of work may include, but is not limited to:

- Planning/communications with the City and Beach Cities WMG;
- Reconnaissance work (such as canvassing, surveying, scouting);
- Production and distribution of collateral documents to be used in information sharing;
- Placement of advertisements through various print and social media outlets;
- Leadership of community meetings and/or individual stakeholder meetings with key constituents.

Task 9 - Preliminary Engineering Design & Permitting Urban Runoff Low Flow Sanitary Sewer Diversions: Consultant to conduct preliminary planning, engineering & design, and permitting for up to two urban runoff low flow diversions to the sanitary sewer. The scope of work will include conducting location site investigations, assessing nearby utilities and other potential siting conflicts, assessing land ownership, assessing various county and city infrastructure to identify land and partnership opportunities and challenges, performing geotechnical investigations, performing underground service alerts, conducting civil surveying to create a base map, performing conceptual project engineering design (base plan set), researching required permits and agency partner agreements, creating an engineering cost estimate, and preparing a report summarizing all findings. The final report will be

used to pursue Safe Clean Water funding for project design and buildout and will incorporate all necessary items required from the Safe Clean Water Scoring Committee.”

2. Term. Exhibit “B” of the Agreement is hereby amended to extend the term of the Agreement to July 1, 2026.
3. Compensation. Exhibit “C” of the Agreement is hereby amended to increase the compensation for the additional duties added by this First Amendment as follows:

“Consultant shall be paid in accordance with the following schedule for the added services described in the First Amendment.

<u>Rate Schedule:</u>	(\$/Hour)
Staff Professional	\$140
Senior Staff Professional	\$164
Professional	\$185
Project Professional	\$208
Senior Professional	\$235
Principal	\$255
Senior Principal	\$275
Project Administrator	\$ 78

Direct Expenses Cost plus 12%
Specialized Computer Applications (per hour) \$ 24
Personal Automobile (per mile) Current Gov’t Rate.

In no event shall the Consultant’s total compensation for the additional services included in this First Amendment exceed \$ 400,000. The total not-to-exceed amount for this Agreement is \$1,032,582. Consultant’s total compensation shall include all expenses, materials, labor, shipping, tax and travel.”

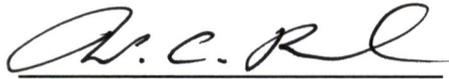
4. No Other Amendments. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First amendment shall govern.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 3rd day of May, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

GEOSYNTEC CONSULTANTS, INC.
a Florida corporation



William C. Brand, Mayor

By: 

Name: KEN SUSILO

Title: VICE PRESIDENT

ATTEST:

APPROVED AS TO FORM:



Eleanor Manzano, City Clerk



Michael W. Webb, City Attorney

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 3rd day of May, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

GEOSYNTEC CONSULTANTS, INC.
a Florida corporation



William C. Brand, Mayor

By: 

Name: KAI SUSILO
Title: VICE PRESIDENT

ATTEST:

APPROVED AS TO FORM:



Eleanor Manzano, City Clerk



Michael W. Webb, City Attorney

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND GEOSYNTEC CONSULTANTS, INC.**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Geosyntec Consultants, Inc., a Florida 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".

* * * * *

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, employment laws, and non-discrimination 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 to comply with Labor Code Sections 1810, 1813 and 1815, Consultant shall diligently take corrective action to halt or rectify the failure.

- b. Prevailing Wages. City and Consultant acknowledge that this project is a public work to which prevailing wages apply. 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.
18. 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.

19. 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.
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 Consultant 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 Consultant.
23. 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.
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 Consultant, 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, Consultant 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 Consultant 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. 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.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant 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 Consultant, at Consultant's expense, including shipping. Consultant 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 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.

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 17th day of November, 2020.

CITY OF REDONDO BEACH,
a chartered municipal corporation

DocuSigned by:
William C. Brand
E6413C7231DF4E1...

William C. Brand, Mayor

GEOSYNTEC CONSULTANTS, INC.,
a Florida corporation

DocuSigned by:
Ken J. Susilo
A976CD0546B4435...

By: _____
Name: Ken J. Susilo
Title: Vice President

ATTEST:

DocuSigned by:
Eleanor Manzano
72F2AC716C214CF...

Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by:
Diane Strickfaden
ABED8CF35EEF48C...

Risk Manager Diane Strickfaden

APPROVED AS TO FORM:

DocuSigned by:
Michael W. Webb
669049EDE03D402...

Michael W. Webb, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

CONSULTANT'S DUTIES

Consultant shall perform the following duties to update and revise the Beach Cities Enhanced Watershed Management Plan (EWMP) and Reasonable Assurance Analysis (RAA) (collectively "Project"). Consultant shall also perform up to four subsequent stormwater feasibility studies ("Subsequent Projects")

A. Task 1 – Project Management, Coordination, and Meetings

1. Provide all activities related to the management of the Project as set forth below.
 - a. Attend all monthly Beach Cities Watershed Management Group ("WMG") meetings.
 - b. Attend up to four additional meetings, including those with the Los Angeles Regional Board Staff and/or Technical Advisory Committee members.
 - c. Attend and be an active participant by sharing information and resolving any issues and concerns on the Project-related calls.
 - d. Provide additional Project management duties to complete the Project, including without limitation coordination with subconsultants, responding to emails, and scheduling meetings.
 - e. Prepare summary notes from meetings, support material for meetings upon City's request, and provide a detailed Project schedule.

B. Task 2 – Revised EWMP Planning

1. Identify water quality priorities as set forth below.
 - a. Update analyses for all applicable water quality data and confirmation of the various water quality priorities to be included in the revised EWMP.
 - b. Perform all required analyses for completion of the RAA, including without limitation performing a long-term trends analysis of shoreline bacteria data.
 - c. Prepare a memorandum summarizing results of analyses performed related to the water quality prioritization and a summary of any changes proposed to the EWMP/RAA related to these water quality priorities.
2. Summarize existing and potential control measures. Perform updates to the existing and potential stormwater control measures in the Beach Cities Area. Identify all stormwater controls as part of the revised RAA/EWMP, including prioritizing regional projects to be considered by the WMG within a few key sub-watersheds and removal of Best Management Practices ("BMPs") no longer considered for implementation by the WMG.
3. Summarize a proposed approach to the revised RAA process.

C. Task 3 – Revised EWMP

1. Prepare a final list of regional projects to be included in the RAA and initially screen each project to verify inclusion in the revised EWMP.
2. Update and re-run the RAA.
 - a. Prepare technical memorandum comparing two models for the RAA, the County's Watershed Management Modeling System (WMMS) and the Structural BMP Prioritization and Analysis Tool (SBPAT).
 - b. Once the WMG determines the preferred RAA model to update the EWMP, utilize the preferred model.
 - c. Modify the RAA software with the addition of applicable water quality data and calibrate based on flow data collected in accordance with the Beach Cities Coordinated Integrated Monitoring Plan. Ensure the RAA shall iteratively analyze various BMP scenarios in targeted watersheds to identify the Subsequent Projects' implementation strategy that demonstrates reasonable assurance of compliance with applicable laws, regulations and rules while also meeting the Beach Cities requirements of siting, funding, and scheduling.
3. Prepare a draft and final revised EWMP.
 - a. Reformat the revised EWMP to be consistent with recent EWMPs, including but not limited to, the 2018 Rio Hondo/San Gabriel River Revised EWMP. Input the most technical information to appendices and simplify the main body of the EWMP to make it more user-friendly.
 - b. Submit the revised EWMP in electronic format (draft, final draft, and final) in accordance with the schedule determined by WMG.
 - c. Submit a hard copy of the Final EWMP to each of the Beach Cities Group Members (five hard copies).
 - d. Provide one round of revision based on the comments received from the Regional Board. Submit a final version to the Regional Board by June 30, 2021.

D. Task 4 – Safe, Clean Water Program Feasibility Studies

1. Conduct background research, planning, and concept design for the Subsequent Projects agreed on by the WMG, in coordination with Task 3. Incorporate the information gathered into the feasibility studies.
2. Conduct preliminary design and engineering analysis for three of the Subsequent Projects agreed to by the WMG. Perform a preliminary geotechnical investigation for three project locations to evaluate the soil characteristics, geologic conditions, and groundwater conditions with regard to the feasibility of on-site stormwater infiltration. Include subsurface exploration, field infiltration

testing, geotechnical laboratory testing, and focused engineering analyses, as appropriate.

3. Conduct public outreach on at least three project locations to allow public input on the Project development. Ensure the public outreach is in the City and led by a reputable subcontractor which shall be subject to City approval. Inform the communities about upcoming work that will serve these neighborhoods and ensure that all interested community members are sufficiently heard. Include the following tasks in the public outreach.
 - a. Plan and frequently communicate with the WMG.
 - b. Perform reconnaissance work (such as canvassing, surveying, scouting).
 - c. Produce and distribute collateral documents to be used in information sharing.
 - d. Place advertisements through various print and social media outlets.
 - e. Provide leadership for up to six community meetings and/or individual stakeholder meetings with key constituencies.

4. Prepare draft and final feasibility studies for the Subsequent Projects. Submit final feasibility studies through the Safe Clean Water Program project portal by the July 31, 2021 deadline. Prepare the feasibility studies in accordance with the Safe Clean Water Program Feasibility Study Guidelines and ensure it includes the following components.
 - a. Project background and other applicable narrative;
 - b. A preliminary design and engineering analysis, including water quality and water supply benefits analysis;
 - c. Information derived from a preliminary site investigation, including environmental history (from a Phase I records search and ASTM report) and utilities clearance;
 - d. Geotechnical information;
 - e. A monitoring plan;
 - f. An operations and maintenance plan;
 - g. A lifecycle cost analysis; and
 - h. Additional information such as community benefits, and vector control analysis.

EXHIBIT “B”

SCHEDULE FOR COMPLETION

TERM. The term of the Agreement shall commence on November 17, 2020 and expire on November 17, 2023, unless otherwise terminated herein.

EXHIBIT “C”
COMPENSATION

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

- A. **AMOUNT.** Consultant shall be paid the hourly rates set forth in the attached schedule.
- B. **REIMBURSABLE EXPENSES.** Consultant will be reimbursed for the expenses provided in the attached schedule; provided, however, that Consultant obtains prior written approval from the City Engineer or designee. Consultant shall provide receipts for the expenses and prepare a reconciliation of the expenses.
- C. **NOT TO EXCEED AMOUNT.** In no event shall the total amount paid to Consultant, including without limitation, compensation, expenses, materials, labor, shipping, and tax exceed the amounts set forth below.

Section in Exhibit “A”	Task	Total
A	Project Management, Coordination, and Meetings	\$28,220
B.1	Identification of Water Quality Priorities	\$15,910
B.2	Summary of Existing & Potential Control Measures	\$13,774
B.3	Reasonable Assurance Analysis Approach	\$10,456
C.1	List of Regional Projects & Initial Screening	\$12,048
C.2	Identify Selected Control Measures & Conduct RAA	\$83,072
C.3	Prepare Draft and Final EWMP	\$55,568
D.1	Feasibility Studies Planning & details (4 Projects)	\$76,392
D.2	Prepare Draft & Final Safe Clean Water Feasibility Studies (4 projects)	\$46,096
D.3	Feasibility Studies Preliminary Design/Engineering Analysis (3 PROJECTS)	\$198,969
D.4	Feasibility Studies Public Outreach and Engagement (3 projects)	\$92,077
Total		\$632,582

- D. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices to City for approval and payment for those services performed in the month prior to invoice submission. Invoices must include the following information.
1. Task number
 2. All personnel who performed work on the Task Proposal
 3. Description of the work performed
 4. Number of hours worked
 5. Hourly rate

6. All City approved and documented subcontractor invoices.
7. If applicable, expenses incurred.

Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City, and attach the prior written authorization of the City and copies of receipts to substantiate expense requests. Consultant may be required to provide back-up material upon request.

- E. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of City's receipt of the monthly invoice; provided, however, that payments by City shall not exceed the proportion of the phase or task completed, and payment for each phase or task shall not exceed the amounts described in Section A of this Exhibit "C".
- F. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Geosyntec Consultants
6167 Bristol Parkway, Suite 390
Culver City, CA 90230
Attn: Christopher Wessel

City: City of Redondo Beach
Public Works Department, the Engineering Division
415 Diamond Street
Redondo Beach, CA 90277
Attn: Andrew Winje

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by certified or registered 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 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 is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant 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/location.

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 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 are to 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 are to 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 is to 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 are to 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 affecting 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. 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.